

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, NOVEMBER 14, 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.

COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
- 4. NEW BUSINESS**
 - A. Resolution authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates Addendum III 1-3
 - B. Resolution authorizing the Mayor to sign the 2024 Interlocal Corrections/Detention Agreement with Yakima County 4-18
 - C. Municipal Engineering Services Request for Statement of Qualifications (2024-2026) – HLA Engineering and Land Surveying, Inc. 19-21
 - D. Resolution approving Task Order No. 2023-02 Amendment No. 1 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements 22-25
 - E. Resolution approving the final plat of Euclid Meadows PUD – Phase 2 located on North Euclid Road 26-31
 - F. Resolution authorizing the Mayor to sign the Regional Mobility Grant Program Capital Construction Grant Agreement between the City and the Washington State Department of Transportation for the Wine Country Road Park and Ride 32-52
 - G. Ordinance amending the 2023 Annual Budget 53-58
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, November 14, 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/89147627639?pwd=UaDU9tUGxn5wm6hloSHb5IDAJXbifH.1>

To join via phone: +1 253 215 8782

Meeting ID: 891 4762 7639

Passcode: 196295

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

ITEM TITLE

Resolution authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates Addendum III

AGENDA NO.: New Business 4 (A)

AGENDA DATE: November 14, 2023

DEPARTMENT

Police Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Kal Fuller, Police Chief



CITY ADMINISTRATOR



MAYOR



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

The City of Grandview and the City of Sunnyside enter into yearly contracts for jail services. This contract is an Interlocal Agreement outlining the specifics regarding the treatment, costs and housing of inmates within Sunnyside jail. This agreement allows prisoners to be routinely housed in Sunnyside Jail.

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

The Addendum III of the Interlocal Agreement with City of Sunnyside is the same as previous year's agreements. The only change is an increase in per day rates of \$65.10.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates Addendum III to a regular Council meeting for consideration.

RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SUNNYSIDE, WASHINGTON AND THE CITY OF GRANDVIEW,
WASHINGTON FOR THE HOUSING OF INMATES ADDENDUM III**

WHEREAS, the City of Grandview and the City of Sunnyside have previously entered into an Interlocal Agreement for the housing of inmates, and

WHEREAS, the City of Sunnyside desires to modify Section 6(a) Compensation of the Interlocal Agreement,

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 Interlocal Agreement between the City of Sunnyside, Washington and the City of Grandview, Washington for the housing of inmates Addendum III replacing the compensation rate per day from \$62.00 to \$65.10 effective January 1, 2024 in the form as is attached hereto and incorporated herein by reference.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Sunnyside
818 East Edison Avenue
Sunnyside, Washington 98944
(509) 836-6305 Office

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON
AND THE CITY OF GRANDVIEW, WASHINGTON, FOR THE HOUSING OF INMATES

ADDENDUM III

THIS ADDENDUM TO OUR INTERLOCAL AGREEMENT (hereinafter referred to as "Agreement") is made
and entered into by and between the City of Sunnyside, Washington and the City of Grandview,
Washington;

WHEREAS, the City of Sunnyside and the City of Grandview already have an Agreement for the housing
of inmates;

WHEREAS, the City of Sunnyside desires to modify this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, condition and promises contained herein,
the parties hereto mutually agree as follows:

SECTION 6(a) COMPENSATION shall be repealed and replaced with:

(a) Rates. Sunnyside agrees to accept and house City of Grandview inmates for
compensation per inmate at the rate of \$65.10 per day. The date of booking into the Sunnyside
Jail of any City of Grandview inmate shall be charged a minimum of a full daily rate per inmate
regardless of the time of booking within a 24 hour period. The date of release from the
Sunnyside Jail and/or returned to City of Grandview, regardless of the time frame within a 24
hour day shall not constitute a charge by the City of Sunnyside against City of Grandview.

This Agreement shall be effective from January 1, 2024 or once fully endorsed by both parties,
whichever is latter.

The remainder of the original Agreement remains unchanged.

CITY OF SUNNYSIDE

City of Grandview

City Manager

DATE:

10/12/23

DATE:

ATTEST:

City Clerk

City Clerk

CITY CONTRACT NO:

RESOLUTION NO:

COUNCIL MTG:

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

ITEM TITLE Resolution authorizing the Mayor to sign the 2024 Interlocal Corrections/Detention Agreement with Yakima County	AGENDA NO.: New Business 4 (B) AGENDA DATE: November 14, 2023
DEPARTMENT Police Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW
 Kal Fuller, Police Chief 

CITY ADMINISTRATOR  **MAYOR** 

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

The City of Grandview and the Yakima County Department of Corrections (YCDOC) enter into yearly contracts for inmate housing services. This contract is an Interlocal Agreement outlining the specifics regarding the treatment, costs, and housing of inmates within the Yakima County jail. Grandview prisoners in transition from one jurisdiction to another will be temporarily held with Yakima County until they can be transported to another facility. Grandview is charged for this temporary housing. If Sunnyside jail is unable to accommodate a prisoner, that prisoner can be housed with YCDOC.

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

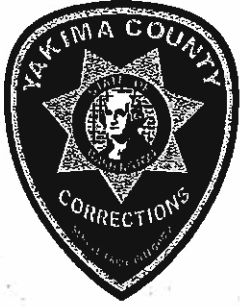
The 2024 Interlocal Agreement with Yakima County is similar to previous agreements. The change in 2024 is an increase in per-day rates to \$114.11 for regular housing and \$154.04 for special housing.

This agreement will continue to allow prisoners to be temporarily housed with Yakima County.

The 2024 Interlocal Agreement has been reviewed as to form by the City Attorney.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the 2024 Interlocal Corrections/Detention Agreement with Yakima County to a regular Council meeting for consideration.



YAKIMA COUNTY
DEPARTMENT OF CORRECTIONS
111 North Front Street Yakima, Washington 98901 (509) 574-1700

October 2nd, 2023

Grandview Police Department
Chief Kal Fuller
207 West 2nd Street
Grandview, WA 98930

RE: 2024 Interlocal Corrections/Detention Agreement

Dear Chief Fuller:

Enclosed you will find the 2024 Corrections/Detention Agreement between the City of Grandview and the Yakima County Department of Corrections for the upcoming year.

The one major change is mentioned below:

1. **Daily Rate Increase** - This is due in part to the increased operational costs in the areas of Salaries & Benefits, Food Services and both Medical and Mental Health Services.

This rate scale has been established for 2024 (See Attachment A). Pursuant to the new language, Yakima County reserves the right to increase the daily rate with the understanding that they will provide your agency ninety (90) days written notification prior to said increase.

Again, the duration will be for another 5-year period.

Upon your review, please do not hesitate to contact me if you have any questions. I can be reached at 574-1758, or you can contact Sandra Bess at 574-1704.

I am looking forward to our continued success working together to meet your inmate housing needs.

Respectfully,

Jeremy Welch, Director
JW:sb

C: City Notebook

RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE 2024 INTERLOCAL
CORRECTIONS/DETENTION AGREEMENT WITH YAKIMA COUNTY**

WHEREAS, the City of Grandview and Yakima County have previously entered into an Interlocal Corrections/Detention Agreement, and

WHEREAS, the Interlocal Agreement has or is about to expire, and

WHEREAS, the City of Grandview wishes to continue said Interlocal Agreement,

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

The Mayor is hereby authorized to enter into the 2024 Interlocal Corrections/Detention Agreement with Yakima County in the form as is attached hereto and incorporated herein by reference.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**2024 INTERLOCAL
CORRECTIONS/DETENTION AGREEMENT**

THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Grandview** (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement.

In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

4.1 Daily Rate for Incarceration. The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale according to **Attachment A**. If for some reason, an agreement between the City and County cannot be reached by January 1, 2024, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2024, once the parties reach an agreement. This daily rate is established for 2024. Yakima County reserves the right to increase the daily rate with the understanding that they will provide the City of Grandview ninety (90) days written notification prior to said increase.

4.2 Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

4.3 Inmate Housing Computation. It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

4.4 Inmate Work Crews. Inmate work crews will be contracted through a separate agreement.

4.5 Access to County Computer System. The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. Prisoner Delivery and Notification.

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at it's option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole

negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

9.3 Nothing contained in this Section, or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held **(fractionalized as appropriate.)**

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.
14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** This agreement will renew annually for up to five (5) years (December 31, 2028) unless there is written notification from one party to the other that they wish to terminate the contract at the end of the current calendar year. Such notification will be sent to the receiving party no later than October 1st of the current year.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national original, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.

19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
20. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.
22. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Grandview Police Department
 Kal Fuller, Police Chief
 207 West 2nd Street
 Grandview, WA 98930

TO COUNTY: Jeremy Welch, Director
 Yakima County Department of Corrections
 111 North Front Street
 Yakima, WA 98901

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

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2024 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2024, the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2024. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2024. The two appointed arbitrators shall

then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.

25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

CITY OF GRANDVIEW

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

Mayor/City Manager

LaDon Linde, Chairman

Approved as to form this
____ day of _____

Amanda McKinney, Commissioner

Kyle Curtis, Commissioner
*Constituting the Board of County Commissioners for Yakima
County, Washington*

Attest:

Jennifer Lawrence
Clerk of the Board

Approved as to Form:

Stefanie Weigand,
Senior Deputy Prosecuting Attorney

Attachment A

YAKIMA COUNTY INMATE HOUSING AGREEMENT - 2024

Detention/Correction Rates: **Daily Housing:**

In consideration of Yakima County's commitment to house City Inmates, the City/County shall pay the County a base rate of \$114.11 per day per inmate.

Intensive Management Inmates (IMI) who have serious medical, mental health or behavioral conditions and require special housing or treatment, as determined by the County will be housed at a rate of \$154.04.

Set Bed Agreement:

Due to a limited amount of space, should your agency wish to guarantee a certain number of beds, a set bed agreement can be initiated.

ATTACHMENT B

MEDICAL ACCEPTABILITY

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

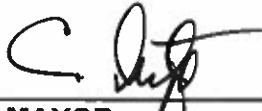


1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
 - a) Heart disease

- b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
 22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
 23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
 24. Persons requiring CPAP machines as prescribed must be transported with the machine.

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

ITEM TITLE Municipal Engineering Services Request for Statement of Qualifications (2024-2026) – HLA Engineering and Land Surveying, Inc.	AGENDA NO.: New Business 4 (C) AGENDA DATE: November 14, 2023
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director	
CITY ADMINISTRATOR 	MAYOR 

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

None

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

The City's Professional Municipal Engineering Services Agreement with HLA Engineering and Land Surveying, Inc., for the years 2021-2023 expires December 31, 2023. The City advertised for Municipal Engineering Services Request for Statement of Qualifications and received five (5) proposals for a new three-year agreement from 2024-2026.

The five (5) engineering firms and evaluation combined scores are as follows:

- HLA Engineering and Land Surveying, Inc., Yakima, WA – 218
- RH2 Engineers, Richland, WA – 191
- Century West Engineering, Ellensburg, WA – 186
- Gray & Osborne, Inc., Yakima, WA – 179
- Budinger & Associates, Spokane Valley, WA – 124

The three evaluating the applications were City Administrator/Public Works Director Arteaga, City Administrator Shane Fisher and City Clerk Anita Palacios.

ACTION PROPOSED

Move the selection of HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm and direct staff to negotiate a three-year engineering services agreement, in accordance with State Law, to a regular Council meeting for consideration.

**CITY OF GRANDVIEW
MUNICIPAL ENGINEERING SERVICES
REQUEST FOR STATEMENT OF QUALIFICATIONS**

The City of Grandview is inviting Statements of Qualifications (SOQ) from firms interested in providing professional municipal engineering services during the 2024-2026 calendar years. The City will be selecting a consulting engineering firm for various municipal engineering services for water, sewer, drainage, and street projects, comprehensive plans, municipal planning, traffic studies, capital facilities plans, rate studies, technical reports, cost estimates, environmental reviews, funding applications, surveys, plans, specifications, services during construction, and funding administration. Professional municipal services may include those funded by TIB, STBG, TAP, USDA, WSDOT SRTS and Ped/Bike, CERB, CDBG, DWSRF, PWB, LID, Ecology, SRF/Centennial Clean Water, SIED, and federal stimulus funds.

The City may submit grant application(s) to the Washington State Department of Commerce Community Development Block Grant (CDBG) program and/or applications to other agencies/programs for funding to complete a study and/or construction project(s). Should CDBG grant funds be secured, cost plus percentage of construction cost consultant agreements will not be allowed. State and federal equal opportunity and affirmative action requirements will apply to the selection process, consultant agreement and conduct of the project.

SOQs shall be limited to thirty (30) pages and should include relevant experience in similar work, qualifications of key personnel; familiarity with the City of Grandview and/or experience with municipalities of similar size, experience with state and federal funding programs, previous performance on public projects; and references. Three (3) copies of the Statement of Qualifications shall be submitted.

Submittals will be accepted by the City of Grandview until 4:00 p.m. on October 27, 2023. No submittals will be accepted after that date and time. Questions regarding this solicitation should be directed to Shane Fisher, City Administrator, at sfisher@grandview.wa.us or (509) 882-9200. The most highly rated firm will be selected for negotiation of a professional services contract. Interviews may be held at the City's discretion.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all consultants that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 26 will be afforded full opportunity to submit statements of qualifications in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Qualified disadvantaged, minority- and women-owned firms are encouraged to respond. The City of Grandview is an equal opportunity and affirmative action employer.

Publish: Grandview Herald - October 4, 2023 and October 11, 2023
Yakima Herald – October 1, 2023 and October 8, 2023
Tri-City Herald – October 1, 2023 and October 8, 2023

Post: State Office of Minority and Women's Business Enterprise (OMWBE)

**City of Grandview
Municipal Engineering Services
Request for Statement of Qualifications
2024-2026**

Name of Firm	City Administrator/ PW Director Cus Arteaga	City Administrator Shane Fisher	City Clerk Anita Palacios	Total
HLA Engineering	68	73	77	218
RH2 Engineers	62	66	63	191
Century West Engineering	60	64	62	186
Gray & Osborne, Inc.	57	62	60	179
Budinger & Associates	51	46	27	124

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

ITEM TITLE

Resolution approving Task Order No. 2023-02 Amendment No. 1 with HLA Engineering and Land Surveying, Inc., for the West Fifth and Elm Street Resurfacing Improvements

AGENDA NO.: New Business 4 (D)

AGENDA DATE: November 14, 2023

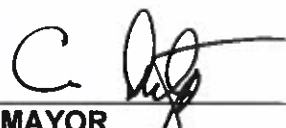
DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR




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

Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth and Elm Street Resurfacing Improvements was originally approved by City Council by Resolution No. 2023-05 on January 24, 2023.

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

Amendment No. 1 to Task Order No. 2023-02 is to add tasks for the design of Change Order 1 and coordination of traffic loop replacement, along with providing four additional working days to the construction engineering contract.

Attached is Amendment No. 1 to Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street and Elm Street Resurfacing Improvements. The total project estimated original fee was \$123,760.00 for phases 1.0 and 2.0. Per Task Order No. 2023-02 - Amendment No. 1, the total fee will be \$133,760 by supplementing the following to the original Task Order in the amount of \$10,000.00.

ACTION PROPOSED

Move a resolution approving Task Order No. 2023-02 Amendment No. 1 with HLA Engineering and Land Surveying, Inc., for the West Fifth and Elm Street Resurfacing Improvements to a regular Council meeting for consideration.

RESOLUTION NO. 2023-____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AMENDMENT NO. 1 TO TASK ORDER NO. 2023-02 WITH HLA
ENGINEERING AND LAND SURVEYING, INC., FOR THE WEST FIFTH AND ELM
STREET RESURFACING IMPROVEMENTS**

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

WHEREAS, the City Council adopted Resolution No. 2023-05 on January 24, 2023 approving Task Order No. 2023-02 with HLA to provide professional engineering services for the West Fifth and Elm Street Resurfacing Improvements; and

WHEREAS, Amendment No. 1 to Task Order No. 2023-02 adds tasks for the design of Change Order 1 and coordination of traffic loop replacement, along with providing four additional working days to the construction engineering contract,

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

The Mayor is hereby authorized to sign Amendment No. 1 to Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the West Fifth and Elm Street Resurfacing Improvements with an estimated lump sum fee of \$133,760 (\$123,760 original fee plus \$10,000 for Amendment No. 1) in the form as is attached hereto and incorporated herein by reference.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AMENDMENT NO. 1

TASK ORDER NO. 2023-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

West Fifth and Elm Street Resurfacing Improvements
Euclid Road to Avenue E and Bonnieview Road to Wine Country Road
HLA Project No. 23045E
TIB Project No. 3-E-183 (010)-1

The City of Grandview (CITY) has received Arterial Preservation Program (APP) funding from the Washington State Transportation Improvement Board (TIB) for the resurfacing of West Fifth Street, Euclid Road to Avenue E and Elm Street, Bonnieview Road to Wine Country Road. Engineering design work will begin immediately following receipt of the executed Task Order. Construction is anticipated to occur in 2023.

REASON FOR AMENDMENT NO. 1:

Task Order No. 2023-02 was executed on January 24, 2023, for topographic survey, preliminary engineering, and construction engineering tasks. Per the CITY's request, this Amendment is to add tasks under Construction Engineering scope of services for the design of Change Order 1 and coordination of traffic loop replacement, along with providing four additional working days to the Construction Engineering contract. Task Order No. 2023-02 shall be amended by adding the following:

SCOPE OF SERVICES:

2.0 Construction Engineering

- 2.14 Prepare complete plan sheets with construction notes and plan details, engineer's construction cost estimate, and supplemental specifications for Change Order 1.
- 2.15 Construction inspection for Change Order 1.
- 2.16 Coordinate the installation of new traffic loops.

TIME OF PERFORMANCE:

Following receipt of signed Task Order No. 2023-02 – Amendment No. 1, HLA will diligently pursue completion of the Project as follows:

2.0 Construction Engineering

All work for construction engineering is anticipated to be completed by December 31, 2023.

FEE FOR SERVICE:

For the services furnished by HLA as described under this work item, the CITY agrees to pay HLA the fees as set forth herein. The Fee for Services included in Task Order No. 2023-02 shall be amended as follows:

The total project estimated original fee was \$123,760.00 for phases 1.0 and 2.0. Per Task Order No. 2023-02 - Amendment No. 1, the total fee will be \$133,760 by supplementing the following to the original Task Order.

2.0 Construction Engineering

All work associated with this amendment shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses, for the estimated additional total fee of \$10,000.

Proposed:



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

11/01/2023
Date

Approved:

City of Grandview
Gloria Mendoza, Mayor

Date

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

ITEM TITLE:

Resolution approving the final plat of Euclid Meadows PUD – Phase 2 located on North Euclid Road

AGENDA NO. New Business 4 (E)

AGENDA DATE: November 14, 2023

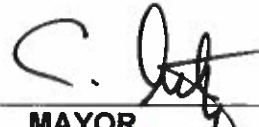
DEPARTMENT

Public Works Department

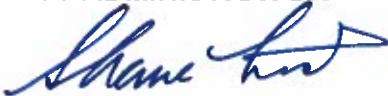
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR



MAYOR



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

At the November 9, 2021 meeting, Council adopted Ordinance No. 2021-19 approving the final Planned Unit Development of “Euclid Meadows PUD” and approved the preliminary plat of Euclid Meadows PUD.

Following approval of the preliminary plat, the developer proceeded with the public infrastructure improvements for Euclid Meadows PUD subject to the conditions as outlined in the Hearing Examiner’s report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements.

On April 25, 2023, Council adopted Resolution No. 2023-25 approving the final plat of Euclid Meadows PUD – Phase 1.

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.

Hayden Homes, LLC has completed the construction of the public infrastructure for Phase 2 in accordance with the approved plans and specifications.

The final plat map for Euclid Meadows PUD – Phase 2 is attached for review.

ACTION PROPOSED

Move a resolution approving the final plat of Euclid Meadows PUD – Phase 2 located on North Euclid Road to a regular Council meeting for consideration.

Anita Palacios

From: Matthew Smith <msmith@hayden-homes.com>
Sent: Tuesday, October 31, 2023 11:59 AM
To: Anita Palacios
Subject: Euclid Meadows Phase 2 - Draft Final Plat for review
Attachments: 5982FP2 DRAFT 2023-09-26.pdf

CAUTION: External Email

Hi Anita,

Please find the DRAFT final plat for Euclid Meadows Phase 2 for the city's review.

Please let me know if you have any questions or need anything else.

Thank you,

MATT SMITH | Regional Land Development Manager



6601 W. Deschutes Ave. Suite B | Kennewick, WA | 99336

P: 541.905.3194

E: msmith@hayden-homes.com

RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE FINAL PLAT OF EUCLID MEADOWS PUD – PHASE 2
LOCATED ON NORTH EUCLID ROAD**

WHEREAS, the developer, North 44 Homes, LLC, applied for preliminary plat approval for a 117-lot residential subdivision designated as Euclid Meadows PUD; and,

WHEREAS, on November 9, 2021, Council adopted Ordinance No. 2021-19 approving the final Planned Unit Development of "Euclid Meadows PUD" and approving the preliminary plat of Euclid Meadows PUD subject to conditions outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements; and,

WHEREAS, Hayden Homes, LLC has completed the construction of the public infrastructure in accordance with the approved plans and specifications;

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

Section 1. The final plat known as Euclid Meadows PUD – Phase 2 is approved.

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

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

MAYOR

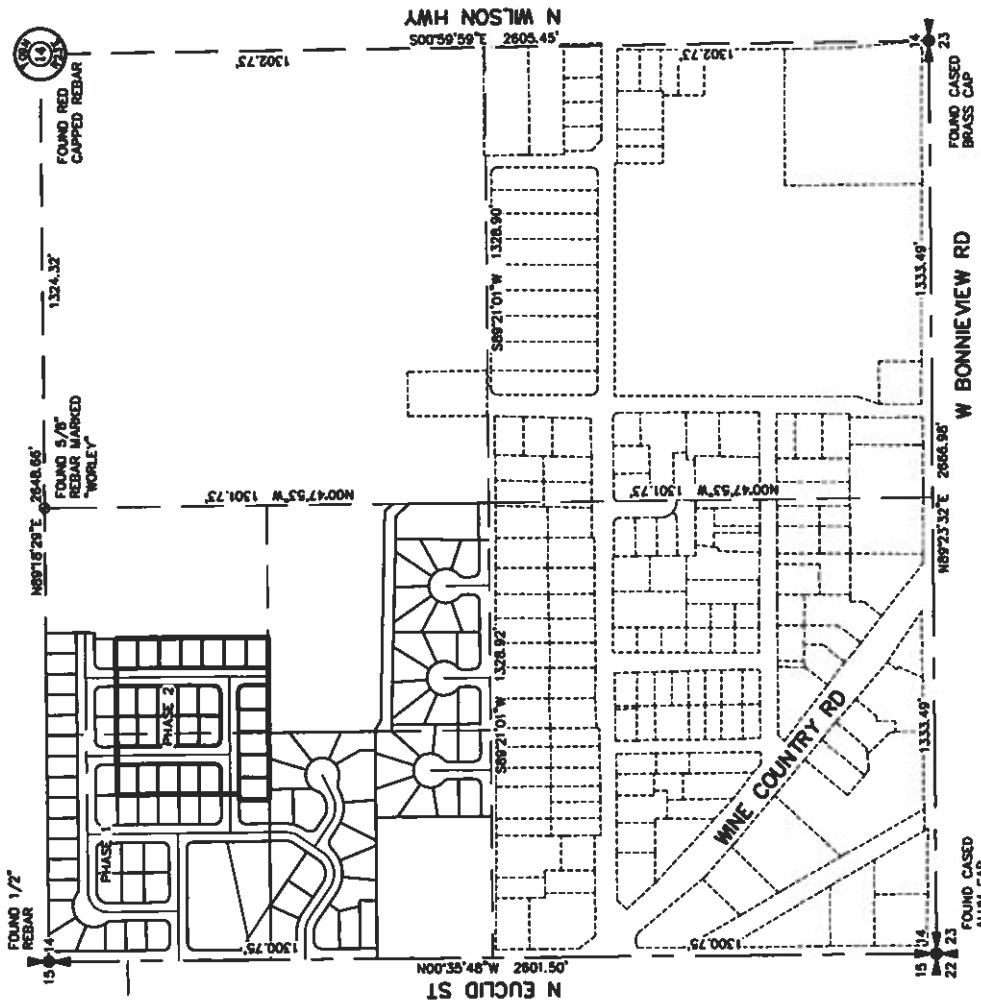
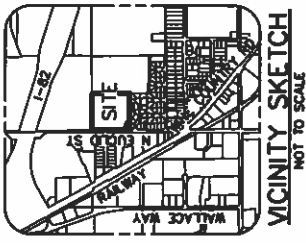
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

THE FINAL PLAT OF
 EUCLID MEADOWS PUD - PHASE 2
 NW 1/4 OF THE SW 1/4 SEC. 14, T.09N., R.23E., W.M.,
 YAKIMA COUNTY, WASHINGTON



PLAT CLOSURE

BEARING	DISTANCE	NORTH	SOUTH	EAST	WEST
N00°35'48"W	445.72	445.6958	0.0000	0.0000	4.6416
S89°24'12"E	88.00	0.0000	0.9165	0.0000	87.9952
S00°35'48"E	0.36	0.0000	0.3600	0.0040	0.0000
S89°24'12"E	280.00	0.0000	2.9162	0.0000	279.9848
S00°35'48"E	0.36	0.0000	0.3600	0.0040	0.0000
S89°24'12"E	88.00	0.0000	0.9165	0.0000	87.9952
S00°35'48"E	356.55	0.0000	356.5307	3.7130	0.0000
S89°19'45"W	18.48	0.0000	0.2164	0.0000	18.4787
S00°40'15"E	89.00	0.0000	88.9939	1.0420	0.0000
N89°19'45"E	474.37	5.5545	0.0000	474.3373	0.0000
		451.2504	451.2501	479.1004	479.0956



SCALE 1" = 250'
 BASIS OF BEARING
 MAD 83(11)
 WA STATE GRID SOUTH ZONE
 PER OPUS SOLUTION

RIGHT-OF-WAY AND EASEMENT NOTES
 (1) = HEREBY DEDICATED PUBLIC RIGHT-OF-WAY
 (2) = HEREBY DEDICATED PUBLIC UTILITY EASEMENT

EQUIPMENT USED
 A THREE-SECOND TOTAL STATION
 SPECTRA PRECISION RTK GPS

LEGEND
 O - SET 5/8" REBAR W/ BLUE PLASTIC CAP
 MARKED "STRATTON DO 46886"
 (1) - FOUND 5/8" REBAR W/ BLUE PLASTIC CAP
 MARKED "STRATTON DO 46886"
 (2) - FOUND AS INDICATED
 (3) - FOUND MONUMENT AS INDICATED
 (4) - FOUND MONUMENT AS INDICATED
 (5) - SET CAGED MONUMENT MARKED "46886"
 (6) - PROPERTY BOUNDARY
 (7) - CENTERLINE
 (8) - C.I.S. PARCELS

PLAT FOR

HAYDEN HOMES

STRATTON SURVEYING & MAPPING P.C.
 311 NORTH KERRIN STREET
 KENNEWICK, WA 98338
 (206) 735-2944
 FAX (206) 735-8060
 info@strattonmappers.com

98092.DWG © 2023
 DATE: 09/28/23 SHEET 1 OF 3
 DRAWN BY: DC JOB # 5982

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

YAKIMA COUNTY AUDITOR DEPUTY

INDEX

T.	R.
14	09N 23E



SURVEYOR'S CERTIFICATE:
 I, DEREK C. INGALBRE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "EUCLID MEADOWS PUD PHASE 2" AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DEREK C. INGALBRE LS46886 DATE _____

DESCRIPTION

TRACT B OF THE PLAT OF EUCLID MEADOWS PUD PHASE 1, RECORDS OF YAKIMA COUNTY, WASHINGTON, TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

DEDICATION AND WAIVER OF CLAIMS

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED, HAS WITH THE FREE CONSENT OF ALL PARTIES HAVING AN INTEREST IN THE LAND HEREON DESCRIBED, TO BE SET APART AND LONG PLATTED AS SHOWN HEREON. WE HEREBY DEDICATE THE RIGHTS-OF-WAY SHOWN HEREON AS PUBLIC DEDICATION TO THE CITY OF GRANDVIEW, WASHINGTON. WE HEREBY WAIVE ON BEHALF OF ITSELF AND ITS SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF GRANDVIEW, WASHINGTON, AND MAINTENANCE OF SAID DEDICATED RIGHT-OF-WAY AND DOES HEREBY DEDICATE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

HDP EUCLID MEADOWS LLC

SIGNED _____ TITLE _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

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

DATED: _____

PRINTED NOTARY PUBLIC _____

SIGNED NOTARY PUBLIC _____ MY APPOINTMENT EXPIRES _____

NOTARY STAMP
BLACK INK ONLY

CURVE TABLE			
CURVE	LENGTH	RADIUS	CH. DIREC.
C1	29.87	19.00	90°04'27" M45°38'02"W
C2	29.82	19.00	89°55'33" M44°21'58"E
C3	29.87	19.00	90°04'27" S45°38'02"E
C4	29.82	19.00	89°55'33" M44°21'58"E

LINE TABLE		
LINE	LENGTH	DIRECTION
L1	0.38	S00°35'48"E
L2	0.38	S00°35'48"E
L3	18.48	S89°19'45"W

THE FINAL PLAT OF
EUCLID MEADOWS PUD - PHASE 2
NW 1/4 OF THE SW 1/4 SEC. 14, T.09N., R.23E., W.M.,
YAKIMA COUNTY, WASHINGTON

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE BOUNDARIES OF THE GRANDVIEW PUD PH 2 ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW §817.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____A.D.

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____ DATE _____

APPROVALS

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

CITY MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

APPROVED AS TO THE SURVEY DATA LAYOUT OF STREET, ALLEYS AND OTHER RIGHT-OF-WAYS SHOWN HEREON.

DATED _____ DAY OF _____ 20____

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____

CITY TREASURERS CERTIFICATE

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

CITY OF GRANDVIEW TREASURER _____ DATE _____

COUNTY TREASURERS CERTIFICATE

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

YAKIMA COUNTY TREASURER _____ DATE _____

CITY NOTES

1) ALL SIDEWALKS IN PHASE 2 TO BE COMPLETED WITHIN 24 MONTHS OF THE FINAL RECORDED DATE OF PHASE 1



SURVEYOR'S NOTE

AN AUTOCAD GLITCH CAUSED AN ERROR ON PHASE 1, LOTS 1 AND A3 WERE SHOWN WITH INCORRECT AREAS. THIS PLAT CORRECTS THOSE AREAS AND ARE NOW SHOWN CORRECTED HEREON AS REVISION CLOUDED.

STRATTON SURVEYING AND MAPPING MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS, ADVERSE POSSESSION, ACQUISITION, ESTOPPEL, ETC.



AUDITOR'S CERTIFICATE

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

YAKIMA COUNTY AUDITOR _____ DEPUTY _____

STRATTON SURVEYING & MAPPING, P.C.
315 NORTH WASHINGTON STREET
YAKIMA, WA 98901
(509) 733-7394
FAC. (509) 733-6560
www.strattonsurveying.com

5980FP2.DWG	© 2023
DATE: 09/26/23	SHT. 3 OF 3
DRAWN BY: DC	JOB # 5982

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

ITEM TITLE:

AGENDA NO. New Business 4 (F)

Resolution authorizing the Mayor to sign the Regional Mobility Grant Program Capital Construction Grant Agreement between the City and the Washington State Department of Transportation for the Wine Country Road Park and Ride

AGENDA DATE: November 14, 2023

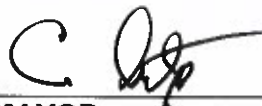
DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR




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

The City applied for grant funding through the Washington State Department of Transportation to improve the City's existing Park and Ride located on Wine Country Road.

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

The City was awarded a Regional Mobility Grant Program Capital Construction Grant to revitalize the City's existing Park and Ride on Wine Country Road which will add transit opportunities and complete the multi-modal capabilities. The funding will include the following amenities:

- EV charging stations
- Bus cover with bench
- Bike rack
- Concrete wheel stops
- Asphalt overlay and new striping
- Concrete sidewalk

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Regional Mobility Grant Program Capital Construction Grant Agreement between the City and the Washington State Department of Transportation for the Wine Country Road Park and Ride to a regular Council meeting for consideration.

Anita Palacios

From: Cus Arteaga
Sent: Monday, November 6, 2023 2:11 PM
To: Anita Palacios
Cc: Shane Fisher
Subject: FW: PTD0767 Wine Country Road Park & Ride
Attachments: PTD0767_City of Grandview_RMG_Wine Country Road Park & Ride.pdf; Regional Mobility Grant.doc

We need to include this for the next COW Meeting and we should move it forward to the Council meeting the same night. Attached is the contract document along with a Council recommendation.

Cus Arteaga
City Administrator/Public Works Director
City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9213
Cell: (509) 830-9213

From: Le Duc, Beth <LeDucB@wsdot.wa.gov>
Sent: Monday, November 6, 2023 12:34 PM
To: Cus Arteaga <carteaga@grandview.wa.us>
Cc: Petterson, Jeff <PetterJ@wsdot.wa.gov>
Subject: PTD0767 Wine Country Road Park & Ride

CAUTION: External Email

Good afternoon,

Attached is the draft agreement PTD0767 for the Wine Country Road Park & Ride. Please review this agreement, have your appointed authority sign the document, and return it to me for execution.

Please let me know if you have any questions. Thank you,

Beth Le Duc
Business Analyst
WSDOT Public Transportation
360.402.4426

RESOLUTION NO. 2023-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN REGIONAL MOBILITY GRANT PROGRAM
CAPITAL CONSTRUCTION GRANT AGREEMENT BETWEEN THE CITY AND THE
STATE OF WASHINGTON DEPARTMENT OF TRANSPORTATION FOR THE WINE
COUNTRY ROAD PARK AND RIDE**

WHEREAS, the City of Grandview applied for and was awarded a Regional Mobility Grant Program Capital Construction Grant from the State of Washington Department of Transportation to fund transit opportunities and complete the multi-model capabilities at the City's existing Park and Ride on Wine Country Road; and,

WHEREAS, the City must execute Agreement Number PTD0767 setting forth the terms and conditions and the regulations by which the City must comply in order to receive said grant,

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 Regional Mobility Grant Program Capital Construction Grant Agreement Number PTD0767 with the State of Washington Department of Transportation for the Wine Country Road Park and Ride in the form as is attached hereto and incorporated herein by reference.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

WSDOT Contact: Jeff Petterson
WSDOT E-mail: Jeff.Petterson@wsdot.wa.gov
WSDOT Phone: 360-485-3933

Regional Mobility Grant Program Capital Construction Grant Agreement			
Agreement Number	PTD0767	Contractor:	
Term of Agreement	July 1, 2023 through June 30, 2025	City of Grandview 207 W 2nd Street Grandview, WA 98930-1360	
Vendor #	690910597		
Service Area	Klickitat, Skamania, and Yakima counties	Contact:	Cus Arteaga
		Email:	carteaga@grandview.wa.us

THIS AGREEMENT, entered into by the Washington State Department of Transportation, hereinafter "WSDOT," and the Contractor identified above, hereinafter the "CONTRACTOR," individually the "PARTY" and collectively the "PARTIES."

WHEREAS, the State of Washington in its Sessions Laws of 2023, Chapter 472 Section 221 authorizes funding for Public Transportation Programs and other special proviso funding as identified in the budget through its 2023-2025 biennial appropriations to WSDOT; and

WHEREAS, WSDOT Public Transportation Division administers Regional Mobility Grant Program funds to provide assistance solely for transportation projects as identified in LEAP Transportation Document 2023-2 ALL PROJECT as developed on April 21, 2023, Program-Public Transportation Program (V);

WHEREAS, the CONTRACTOR has requested funds for the project(s) or program(s) shown under the heading titled "Funding by Project" (hereinafter known as the "Project(s)") which has been selected by WSDOT for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREED AS FOLLOWS:

**Section 1
SCOPE OF WORK AND BUDGET**

Funding by Project

Project Title: City of Grandview - Wine Country Road Park and Ride
UPIN # 20230021

Scope of Work: Revitalize the city's existing park and ride facility at the same location which will add transit opportunities and complete the multi-modal capabilities.

Funds	Current Percentage	Current Funds	Projected Funds	Total Funds
Regional Mobility	80%	\$ 323,384	\$ -	\$ 323,384
Contractor's Funds	20%	\$ 80,846	\$ -	\$ 80,846
Total Project Cost	100%	\$ 404,230	\$ -	\$ 404,230

Budget: Current Funds reflect total funding appropriated by the Washington State Legislature for the Project in the 2023-2025 biennium.

Project Milestones

Phases	Date
Preliminary Engineering Start Date	7/1/2023
Environmental Documents (NEPA/SEPA)	12/1/2023
Right of Way Certification	N/A
Contract Award Date	7/1/2024
Construction Operationally Complete	11/1/2024

Section 2
Purpose of Agreement

A. The purpose of this AGREEMENT is for WSDOT to provide capital funding to the CONTRACTOR for the design, acquisition, construction, and/or improvements of capital facilities and infrastructure to be used in the provision of transportation services to persons in the State of Washington, referred to as the "Project." Reference to the "Project" shall include all such capital facilities, infrastructure, and/or associated equipment ("Equipment") designed, acquired, constructed, improved, or installed under this AGREEMENT.

B. On projects where WSDOT is providing only state funds and the contractor is using funds received directly from the federal government as their share or part thereof on the project, the contractor must assume full responsibility for complying with all federal rules and regulations. If the contractor is found in non-compliance with federal rules and regulations, the contractor shall provide written notification to WSDOT supplying details related to the non-compliance. Both PARTIES will analyze and determine the impact on the scope, schedule, and funding of the project. Remedies required up to and including the return of funds will be identified to ensure the project's scope of work is met as intended.

Section 3
Scope of Project

The CONTRACTOR agrees to perform the work and complete the Project as described and detailed in Section 1. The CONTRACTOR shall complete the Project within the project limits described in Section 1.

Section 4
General Compliance Assurance

- A. The CONTRACTOR agrees to comply with all instructions as prescribed in the *WSDOT Public Transportation State Grant Programs Guidebook*, hereinafter referred to as the "Guidebook", and any amendments thereto, found at <https://wsdot.wa.gov/business-wsdot/grants/public-transportation-grants/manage-your-grant> which by this reference is incorporated herein as if fully set forth in this AGREEMENT.
- B. The CONTRACTOR agrees that WSDOT, and/or any authorized WSDOT representative, shall have not only the right to monitor the compliance of the CONTRACTOR with respect to the provisions of this AGREEMENT but also have the right to seek judicial enforcement with regard to any matter arising under this AGREEMENT.

Section 5
Term of Project

The Project period of this AGREEMENT shall commence and terminate on the dates shown in the caption space header titled "Term of Agreement" regardless of the date of execution of this AGREEMENT, unless terminated as provided herein. The caption space header titled "Term of Agreement" and all caption space headers above are by this reference incorporated herein into the AGREEMENT as if fully set forth in the AGREEMENT.

**Section 6
State Review of Project**

WSDOT shall review the Project identified in this AGREEMENT as **Section 1- Scope of Work and Budget**, at least semiannually to determine whether the Project is making satisfactory progress. If WSDOT has awarded funds, but the CONTRACTOR does not report satisfactory activity within one (1) year of the initial grant award, WSDOT shall review the Project to determine whether the grant should be terminated as provided in **Section 34, Termination**.

**Section 7
Project Costs and Minimum Contractor's Match Requirement**

A. The reimbursable costs of the Project shall not exceed the amounts detailed in **Section 1- Scope of Work and Budget**. The CONTRACTOR agrees to expend eligible funds, together with other funds allocated for the Project, in an amount sufficient to complete the Project as detailed in **Section 1**. If at any time the CONTRACTOR becomes aware that the cost of the Project will exceed or be less than the amount identified in **Section 1**, the CONTRACTOR shall notify WSDOT in writing within thirty (30) calendar days of making that determination.

B. The CONTRACTOR is required to provide a minimum match of funds for the Project as identified in **Section 1 – Scope of Work and Budget**, indicated as Contractor's Funds. Any reduction in the match will result in a proportional reduction in grant funds.

**Section 8
Energy Credit**

To the extent CONTRACTOR receives any monies from the sale or disposition of energy credits, decarbonization credits, environmental credits, or any other monies through its participation in a like program, CONTRACTOR agrees to reinvest those monies into services and projects consistent with the STATE'S public transportation grant program. CONTRACTOR'S obligation to reinvest these monies under this provision shall be in an amount no less than the proportion of the STATE'S funding of this AGREEMENT.

**Section 9
Inspection of the Project**

The CONTRACTOR shall inspect any Project Equipment purchased pursuant to this AGREEMENT at the time of delivery to the CONTRACTOR. The CONTRACTOR has 15 calendar days from delivery to either accept or reject the Project Equipment. If rejected, the CONTRACTOR shall provide a written notice specifying the Project Equipment deficiencies to its vendor and WSDOT, allowing the vendor a reasonable amount of time to cure the deficiencies or defects. Upon receipt and acceptance of Project Equipment, the CONTRACTOR agrees that it has fully inspected the Project Equipment and accepts it as suitable for the purpose under this AGREEMENT, as being in good condition and state of good repair, and that the CONTRACTOR is satisfied with the Project Equipment and that the Project Equipment complies with all applicable regulations, rules, and laws. Payment to the vendor must occur within thirty days of the Project Equipment acceptance.

Section 10
Use of Park and Ride Facilities

In order to be eligible to receive a Green Transportation grant, a transit agency must establish a process for private transportation providers to apply for the use of park-and-ride facilities.

Tier and Consolidated Grant funded projects are explicitly excluded from the provisions of Section 10-Use of Park and Ride Facilities.

Section 11
Miscellaneous Charges and Conditions

The CONTRACTOR shall pay and be solely responsible for all storage charges, parking charges, late fees, and fines, as well as any fees and taxes, except applicable state sales or use tax, which may be imposed with respect to the Project by a duly constituted governmental authority as the result of the CONTRACTOR's use or intended use of the Project. All replacements, repairs, or substitutions of parts or Project Equipment shall be at the cost and expense of the CONTRACTOR.

Section 12
Payment

- A. State and/or federal funds may be used to reimburse the CONTRACTOR for allowable expenses incurred in completing the Project as described in Section 1. Allowable Project expenses shall be determined by WSDOT as described in the Guidebook, and any amendments thereto. In no event shall the total amount reimbursed by WSDOT exceed the Total Project Cost, less any Contractor's Funds, identified in Section 1.
- B. Payment will be made by WSDOT on a reimbursable basis for actual net Project costs incurred within the timeframe in the caption space titled "Term of Agreement." Such costs to be reimbursed shall be calculated as described in the Guidebook, and any amendments thereto. WSDOT shall make no payments for costs incurred prior to the beginning or after the end date of the "Term of Agreement" as set forth in the caption space header above. The CONTRACTOR shall submit an invoice detailing and supporting the costs incurred. Such invoices may be submitted no more than once a month and no less than once per quarter. If approved by WSDOT, said invoices shall be paid by WSDOT within thirty (30) days of submission to WSDOT. Payment is subject to the submission to and approval by WSDOT of appropriate invoices, reports, and financial summaries. Any financial summaries submitted to WSDOT must include a record of the actual costs.
- C. The CONTRACTOR shall submit an invoice for completed work in the same state fiscal year in which it was incurred. Pursuant to RCW 43.88.020(12) "fiscal year" is defined as the year beginning July 1st and ending the following June 30th. Reimbursement requests must be received no later than July 15 of the following state fiscal year. If the CONTRACTOR is unable to provide an invoice by this date, the CONTRACTOR shall provide an estimate of the charges to be billed so WSDOT may accrue the expenditures in the proper fiscal year. Any payment request received after the timeframe prescribed above will not be eligible for reimbursement.

Section 13

Assignments, Subcontracts, and Leases

A. The CONTRACTOR shall submit to WSDOT as requested a copy of any contract, amendment, or change order thereto pertaining to this Project for review and documentation. This includes any completed Project facilities and/or infrastructure under this AGREEMENT, or other actions obligating the CONTRACTOR in any manner with any third party with respect to its rights and responsibilities under this AGREEMENT, including any leasing and/or lending the Project or any part thereof to be used by anyone not under the CONTRACTOR's direct supervision.

B. The CONTRACTOR agrees to include all applicable sections of the AGREEMENT such as **Section 4, Sections 13 through 28, Section 32, Section 35, and Section 36** of this AGREEMENT in each subcontract and in all contracts it enters into for the employment of any individuals, procurement of any materials, or the performance of any work to be accomplished under this AGREEMENT.

Section 14

Reports and Project Use

A. The CONTRACTOR agrees that the Project shall be used for the provision of transportation services within the area indicated in **Section 1** for the term of the Project plus four years after the project is complete, as set forth in the Guidebook, and any amendments thereto. The CONTRACTOR further agrees that it will not use or permit the use of the Project in a negligent manner or in violation of any applicable law, or so as to avoid any insurance covering the same or permit the Project to become subject to any lien, charge, or encumbrance. Should the CONTRACTOR unreasonably delay or fail to use the Project during the Project term and reporting period, the CONTRACTOR agrees that it may be required to refund up to the entire amount of the "State and/or Federal Funds" expended on the Project. The CONTRACTOR shall immediately notify WSDOT when any Project facilities and/or infrastructure is withdrawn from Project use or when the Project or any part thereof is used in a manner substantially different from that identified in Section 1. If the Project is permanently removed from transportation services, the CONTRACTOR agrees to immediately notify WSDOT of its intentions regarding the disposal of the Project or any part of the Project thereof.

B. **Reports.** The CONTRACTOR shall submit, in The Grants Management System (GMS), quarterly reports to WSDOT for the Term of the Project, regarding the progress of the Project. If this is a Regional Mobility project, annual performance reports for four calendar years after the project is operationally complete, as prescribed in the Guidebook, and any amendments thereto, or as WSDOT may require, including, but not limited to interim and annual reports. The CONTRACTOR shall keep satisfactory written records regarding the use of Project and shall submit the following reports to, and in a form, and at such times prescribed by WSDOT as set forth in the Guidebook, and any subsequent amendments thereto:

1. A draft Performance Measurement Plan (PMP) must be submitted to WSDOT before submitting the first reimbursement request. If the contractor does not submit a PMP and is nonresponsive to requests from WSDOT for improvements and information, the contractor may be deemed out of compliance.
2. An Annual Performance Report that includes a summary of overall project performance and supporting data.

3. Reports describing the current usage of the Project and other data which WSDOT may request from the CONTRACTOR by memos, e-mails or telephone requests.
4. In the event any portion of the Project sustains disabling damage, the CONTRACTOR shall notify WSDOT immediately after the occasion of the damage, including the circumstances thereof.
5. The CONTRACTOR shall collect and submit to WSDOT, at such time as WSDOT may require, such financial statements, data, records, contracts, and other documents related to the Project as may be deemed necessary by WSDOT.

C. **Remedies for Misuse or Noncompliance.** If WSDOT determines that the Project has been used in a manner materially different from **Section 1**, WSDOT may direct the CONTRACTOR to repay WSDOT the State-funded share of the Project. WSDOT may also withhold payments should it determine that the CONTRACTOR has failed to materially comply with any provision of this AGREEMENT.

Section 15 Maintenance of the Project

- A. The CONTRACTOR shall make all necessary repairs and reasonably maintain the Project to assure it remains in good and operational condition until the end of its useful life. The useful life of a constructed project is determined based on the Architectural/Engineering requirements for each type of structure, materials used, industry standards, and other federal and/or state standards and specifications. All service, materials, and repairs in connection with the use and operation of the Project during its useful life shall be at the CONTRACTOR's expense. CONTRACTORS who are transit agencies must also have a Transit Asset Management Plan certified by WSDOT that details the transit agency's plan to maintain the Project.
- B. All other CONTRACTORS must submit a written Maintenance Plan to WSDOT prior to the occupation and/or operations of the Project. The CONTRACTOR agrees, at a minimum, to maintain the Project and service or replace parts at intervals recommended in the manuals and/or instructions provided by the subcontractors and/or component manufacturers, or sooner if needed. The CONTRACTOR shall have the Project routinely inspected and make arrangements for any appropriate service and repair under the manufacturer's warranty, if applicable. WSDOT shall not be liable for repairs. The CONTRACTOR shall retain records of all maintenance and parts replacement performed on the Project in accordance with Section 22, Audits, Inspection, and Retention of Records. The CONTRACTOR shall provide copies of such records to WSDOT, upon request.

Section 16 Compliance with State Design Standards

The CONTRACTOR agrees the Project design must comply with all applicable Washington State Standard Specifications for Road, Bridge, and Municipal Construction, and any applicable revisions thereto. Projects that wish to use design standards that differ from state standards must submit a request to WSDOT's Public Transportation Division and obtain documented approval before design work commences.

Section 17

No Obligation by the State Government

No contract between the CONTRACTOR and its subcontractors shall create any obligation or liability of WSDOT with regard to this AGREEMENT without WSDOT's specific written consent, notwithstanding its concurrence in, or approval of, the award of any contract or subcontract or the solicitations thereof and the CONTRACTOR hereby agrees to include this provision in all contracts it enters into for the design, acquisition, and construction of facilities and/or infrastructure related to the Project, or the performance of any work to be accomplished under this AGREEMENT.

Section 18

Ethics

A. **Relationships with Employees and Officers of WSDOT.** The CONTRACTOR shall not extend any loan, gratuity, or gift of money in any form whatsoever to any employee or officer of WSDOT, nor shall the CONTRACTOR knowingly rent or purchase any Project equipment and materials from any employee or officer of WSDOT.

B. **Employment of Former WSDOT Employees.** The CONTRACTOR hereby warrants that it shall not employ on a full, part-time, or another 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 WSDOT without the written consent of WSDOT.

Section 19

Compliance with Laws and Regulations

A. The CONTRACTOR agrees to abide by all applicable state and federal laws and regulations including but not limited to, those concerning employment, equal opportunity employment, nondiscrimination assurances, project record keeping necessary to evidence compliance with such federal and state laws and regulations, and retention of all such records. The CONTRACTOR will adhere to all applicable nondiscrimination provisions in chapter 49.60 RCW.

B. Additionally, the CONTRACTOR agrees to comply with the following:

1. SB 5974 Move Ahead Washington
2. RCW 70A.02 Healthy Environmental for All (HEAL) ACT, and
3. RCW 70A.65.260 Climate Commitment ACT.

C. Except when a federal statute or regulation preempts state or local law, no provision of the AGREEMENT shall require the CONTRACTOR to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of state or local law. If any provision or compliance with any provision of this AGREEMENT violates state or local law or would require the CONTRACTOR to violate state or local law, the CONTRACTOR agrees to notify WSDOT immediately in writing. Should this occur, WSDOT and the CONTRACTOR agree to make appropriate arrangements to proceed with or, if necessary, expeditiously, terminate the AGREEMENT.

Section 20
Civil rights

The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any WSDOT-assisted contract or in the administration of its public transportation services.

Section 21
Labor Provisions

Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the Project work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work, to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek. CONTRACTOR will comply with all applicable provisions of Title 49 RCW, Labor Regulations.

Section 22
Environmental and Regulatory Requirements

The CONTRACTOR agrees to comply with all applicable requirements of chapter 43.21C RCW "State Environmental Policy Act" (SEPA). The CONTRACTOR also agrees to comply with all applicable requirements of Executive Order 21-02, Archeological and Cultural Resources, for all capital construction projects or land acquisitions for the purpose of a capital construction project, not undergoing Section 106 review under the National Historic Preservation Act of 1966 (Section 106).

Section 23
Accounting Records

A. **Project Accounts.** The CONTRACTOR agrees to establish and maintain for the Project either a separate set of accounts or separate accounts within the framework of an established accounting system that can be identified with the Project. The CONTRACTOR agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and available to WSDOT upon request, and, to the extent feasible, kept separate from documents not pertaining to the Project.

B. **Documentation of Project Costs and Program Income.** The CONTRACTOR agrees to support all allowable costs charged to the Project, including any approved services contributed by the CONTRACTOR or others, with properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. The CONTRACTOR also agrees to maintain accurate records of all program income derived from implementing the Project.

Section 24
Audits, Inspection, and Retention of Records

A. **Submission of Proceedings, Contracts, Agreements, and Other Documents.** During the term of the Project and for six (6) years thereafter, the CONTRACTOR agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as WSDOT may require. Project closeout does

not alter these recording and record-keeping requirements. Should an audit, enforcement, or litigation process be commenced, but not completed, during the aforementioned six (6) year period then the CONTRACTOR's obligations hereunder shall be extended until the conclusion of that pending audit, enforcement, or litigation process.

B. General Audit Requirements. The CONTRACTOR agrees to obtain any other audits required by WSDOT at CONTRACTOR's expense. Project closeout will not alter the CONTRACTOR's audit responsibilities.

C. Inspection. The CONTRACTOR agrees to permit WSDOT, and the State Auditor, or their authorized representatives, to inspect all Project work materials, payrolls, maintenance records, and other data, and to audit the books, records, and accounts of the CONTRACTOR and its contractors pertaining to the Project. The CONTRACTOR agrees to require each third-party contractor to permit WSDOT, the State Auditor, or their duly authorized representatives, to inspect all work, materials, payrolls, maintenance records, and other data and records involving that third party contract, and to audit the books, records, and accounts involving that third party contract as it affects the Project.

Section 25 Permitting

The CONTRACTOR agrees to be solely responsible for all required Federal, State and/or local permitting as related to the Project.

Section 26 Loss or Damage to the Project

A. The CONTRACTOR, at its own expense, shall cover any loss, theft, damage, or destruction of the Project's facilities, associated equipment, and/or infrastructure using either of the following methods:

1. The CONTRACTOR shall maintain property insurance for facilities, associated equipment, and/or infrastructure adequate to cover the value of the Project; the CONTRACTOR shall supply a copy of the Certificate of Insurance specifying such coverage to WSDOT with the first request for reimbursement, and supply proof of renewal annually thereafter; or
2. The CONTRACTOR shall certify that it has self-insurance and provide a written certificate of self-insurance to WSDOT with the first request for reimbursement, and annually thereafter. The CONTRACTOR will cover from its own resources the costs of repairing or replacing any Project facilities, associated equipment, and/or infrastructure if it is stolen, damaged, or destroyed in any manner.

B. If the damage to the Project does not result in a total loss, payments for damage shall be paid directly to the CONTRACTOR. The CONTRACTOR shall, within thirty (30) days, either:

1. Devote all the insurance proceeds received to repair the Project and place it back in service, and the CONTRACTOR shall, at its own expense, pay any portion of the cost of repair which is not covered by insurance; or
2. In the event the CONTRACTOR is certified to self-insurance, devote all funds necessary to repair the Project and place it back into service.

C. If the Project is a total loss, either by theft or damage, the insurance proceeds or equivalent shall be paid directly to the CONTRACTOR, and within fifteen (15) days the

CONTRACTOR shall pay WSDOT its proportionate funded share of such proceeds received. The CONTRACTOR shall within sixty (60) days of loss, theft, or damage, notify WSDOT that it either:

1. Intends to replace the lost Project facilities, associated equipment, and/or infrastructure; or
2. Does not intend to replace the lost Project facilities, associated equipment, and/or infrastructure.

D. If the CONTRACTOR intends to replace the Project facilities, associated equipment and/or infrastructure then WSDOT will reimburse the CONTRACTOR upon receipt of an approved invoice, funds up to the amount WSDOT received in insurance proceeds.

E. Coverage, if obtained or provided by the CONTRACTOR in compliance with this section, shall not be deemed as having relieved the CONTRACTOR of any liability in excess of such coverage as required by the limitation of liability section of this AGREEMENT, or otherwise.

Section 27

Liens on the Project

WSDOT shall be listed as the legal owner on titles and hold titles for all vehicles the CONTRACTOR acquires using federal funds through WSDOT's grant program. WSDOT will have legal ownership to any non-vehicle Project Equipment the CONTRACTOR acquires or modifies using the "Federal and/or State Funds" identified in Section 1. For the purposes of this Agreement, equipment shall mean all tangible, nonexpendable, personal property that has a service life of more than one year and an acquisition and installation cost of \$5,000 or more per unit. If the Contractor acquires vehicles using state funds provided through WSDOT's grant program, WSDOT may within its discretion, allow the CONTRACTOR to be listed as the legal owner and hold title. In all cases, WSDOT will maintain a copy of titles for all funded vehicles under this agreement and oversight responsibility on those vehicles through their minimum useful life. In the case where the CONTRACTOR is listed as the legal owner on the title for vehicles or any portion of the project during its useful life as set forth in this Section and agrees that it shall not use the Project or any portion thereof as collateral, nor shall the CONTRACTOR encumber the Project in anyway without the consent of WSDOT, which consent shall not be unreasonably withheld or delayed. If the CONTRACTOR determines to discontinue the use of the Project before the end of its useful life, it shall consult with WSDOT as to appropriate disposition alternatives, including transferring the use of the Project to another agency for purposes consistent with the original grant award or reimbursing WSDOT for its proportional State funded share of the disposal price. The CONTRACTOR shall follow the terms stated in Section 12A regarding the use and disposal of the Project and/or any portion thereof.

Section 28

Limitation of Liability

A. The CONTRACTOR shall indemnify, defend, and hold WSDOT, its agents, employees, and officers harmless from and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs (hereinafter referred to collectively as "claims"), of whatsoever kind or nature brought against WSDOT, arising out of, in connection with or incident to this AGREEMENT and/or the CONTRACTOR's performance or failure to perform any aspect of this AGREEMENT. This

indemnity and defense provision applies to all claims against WSDOT, its agents, employees, and officers arising out of, in connection with, or incident to the negligent acts or omissions of the CONTRACTOR, its agents, employees, officers, and subcontractors of any tier. Provided, however, that nothing herein shall require the CONTRACTOR to indemnify, defend, and hold harmless or defend WSDOT, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of WSDOT, its agents, employees or officers; and provided further that if such claims result from the concurrent negligence of (a) the CONTRACTOR its employees, agents, officers or contractors and (b) the STATE, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity and defense provisions provided herein shall be valid and enforceable only to the extent of the negligence of the CONTRACTOR, its employees, officers, authorized agents, and/or contractors. The indemnification and hold harmless provision shall survive termination of this AGREEMENT.

B. The CONTRACTOR shall be deemed an independent contractor for all purposes, and the employees of the CONTRACTOR or its subcontractors and the employees thereof, shall not in any manner be deemed to be employees of WSDOT.

C. The CONTRACTOR agrees that its obligations under this AGREEMENT extend to any claim, demand, and/or cause of action by, or on behalf of its employees or agents while performing under this AGREEMENT. For this purpose, the CONTRACTOR, by MUTUAL NEGOTIATION, hereby waives any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in Title 51 RCW.

D. In the event either the CONTRACTOR or WSDOT incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section of this AGREEMENT against the other PARTY, all such fees, costs, and expenses shall be recoverable by the prevailing PARTY.

Section 29

Personal Liability of Public Officers

No officer or employee of WSDOT shall be personally liable for any acts or failure to act in connection with this AGREEMENT, it being understood that in such matters he or she is acting solely as an agent of WSDOT.

Section 30

WSDOT Advice

The CONTRACTOR bears complete responsibility for the administration and success of the Project as it is defined by this AGREEMENT and any amendments thereto. If the CONTRACTOR solicits advice from WSDOT on problems that may arise, the offering of WSDOT advice shall not shift the responsibility of the CONTRACTOR for the correct administration and success of the Project, and WSDOT shall not be held liable for offering advice to the CONTRACTOR.

Section 31

Forbearance by WSDOT Not a Waiver

Any forbearance by WSDOT in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**Section 32
Lack of Waiver**

In no event shall any WSDOT payment of funds to the CONTRACTOR constitute or be construed as a waiver by WSDOT of any CONTRACTOR breach, or default. Such payment shall in no way impair or prejudice any right or remedy available to WSDOT with respect to any breach or default

**Section 33
Changed Conditions Affecting Performance**

The CONTRACTOR hereby agrees to immediately notify WSDOT of any change in conditions or law, or of any other event, which may affect its ability to perform the Project in accordance with the provisions of this AGREEMENT.

**Section 34
Agreement Modifications**

Either PARTY may request changes to this AGREEMENT. Any changes to the terms of this AGREEMENT must be mutually agreed upon and incorporated by written amendment to this AGREEMENT. Such written amendment to this AGREEMENT shall not be binding or valid unless signed by persons authorized to bind each of the PARTIES. Provided, however, that changes to the federal award identification number, DUNS, project title, federal ID number, CFDA number, milestones, UPIN the contact person of either PARTY, or dollar amount changes that do not affect the Project total cost, will not require a written amendment, but will be approved and documented by WSDOT through an administrative revision. WSDOT shall notify the CONTRACTOR of the revision in writing.

**Section 35
Disputes**

A. **Disputes.** Disputes, arising in the performance of this AGREEMENT, which are not resolved by agreement of the PARTIES, shall be decided in writing by the WSDOT Public Transportation Division's Assistant Director or designee. This decision shall be final and conclusive unless within ten (10) days from the date of CONTRACTOR'S receipt of WSDOT's written decision, the CONTRACTOR mails or otherwise furnishes a written appeal to the Director of the Public Transportation Division or the Director's designee. The CONTRACTOR's appeal shall be decided in writing by the Director of the Public Transportation Division within thirty (30) days of receipt of the appeal by the Director of the Public Transportation Division or the Director's designee. The decision shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

B. **Performance During Dispute.** Unless otherwise directed by WSDOT, CONTRACTOR shall continue performance under this AGREEMENT while matters in dispute are being resolved.

C. **Claims for Damages.** Should either PARTY to this AGREEMENT suffer injury or damage to person, property, or right because of any act or omission of the other PARTY or any of that PARTY's employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other PARTY within thirty (30) days after the first observance of such injury or damage.

D. **Rights and Remedies.** All remedies provided in this AGREEMENT are distinct and cumulative to any other right or remedy under this document or afforded by law or equity,

and may be exercised independently, concurrently, or successively and shall not be construed to be a limitation of any duties, obligations, rights and remedies of the PARTIES hereto. No action or failure to act by WSDOT or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under this AGREEMENT, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Section 36 Termination

A. Termination for Convenience. WSDOT and/or the CONTRACTOR may suspend or terminate this AGREEMENT, in whole or in part, and all or any part of the financial assistance provided herein, at anytime by written notice to the other PARTY. WSDOT and the CONTRACTOR shall agree upon the AGREEMENT termination provisions including but not limited to the settlement terms, conditions, and in the case of partial termination the portion to be terminated. Written notification must set forth the reasons for such termination, the effective date, and in case of a partial termination the portion to be terminated. However, if, in the case of partial termination, WSDOT determines that the remaining portion of the award will not accomplish the purposes for which the award was made, WSDOT may terminate the award in its entirety. The PARTIES may terminate this AGREEMENT for convenience for reasons including, but not limited to, the following:

1. The requisite funding becomes unavailable through the failure of appropriation or otherwise;
2. WSDOT determines, in its sole discretion, that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds;
3. The CONTRACTOR is prevented from proceeding with the Project as a direct result of an Executive Order of the President with respect to the prosecution of a war or in the interest of national defense; or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources;
4. The CONTRACTOR is prevented from proceeding with the Project by reason of a temporary preliminary, special, or permanent restraining order or injunction of a court of competent jurisdiction where the issuance of such order or injunction is primarily caused by the acts or omissions of persons or agencies other than the CONTRACTOR; or
5. The State Government or WSDOT determines that the purposes of the statute authorizing the Project would not be adequately served by the continuation of financial assistance for the Project.
6. In the case of termination for convenience under subsections A.1-5 above, WSDOT shall reimburse the CONTRACTOR for all costs payable under this AGREEMENT that the CONTRACTOR properly incurred prior to termination. The CONTRACTOR shall promptly submit its claim for reimbursement to WSDOT. If the CONTRACTOR has any property in its possession belonging to WSDOT, the CONTRACTOR will account for the same, and dispose of it in the manner WSDOT directs.

B. Termination for Default. WSDOT may suspend or terminate this AGREEMENT for default, in whole or in part, and all or any part of the financial assistance provided herein, at any time by written notice to the CONTRACTOR, if the CONTRACTOR materially breaches or fails to perform any of the requirements of this AGREEMENT, including:

1. Take any action pertaining to this AGREEMENT without the approval of WSDOT, which under the procedures of this AGREEMENT would have required the approval of WSDOT.
2. Jeopardizes its ability to perform pursuant to this AGREEMENT, United States of America laws, Washington state laws, or local governmental laws under which the CONTRACTOR operates.
3. Failure to perform the Project or any part thereof including, but not limited to:
 - a) Failure to build the Project according to the design specifications and all applicable building code required standards.
 - b) Failure to remedy all material defects in the performance of the Project and correct all faulty workmanship by the CONTRACTOR or its subcontractors in a timely manner.
 - c) Failure to take any necessary and reasonable action which could affect the ability of the Project to perform its designated function or takes any action which could shorten its useful life for Project use or otherwise; or
 - d) Failure to make reasonable and appropriate use of the Project's real property, facilities, equipment, and/or infrastructure.
4. Fails to make reasonable progress on the Project or other violation of this AGREEMENT that endangers substantial performance of the Project; or
5. Fails to perform in the manner called for in this AGREEMENT, or fails, to comply with or, is in material violation of, any provision of this AGREEMENT. WSDOT shall serve a notice of termination on the CONTRACTOR setting forth the manner in which the CONTRACTOR is in default hereunder. If it is later determined by WSDOT that the CONTRACTOR had an excusable reason for not performing, such as events which are not the fault of or are beyond the control of the CONTRACTOR, such as a strike, fire or flood, WSDOT may: a) allow the CONTRACTOR to continue work after setting up a new delivery of performance schedule, or b) treat the termination as a termination for convenience.

C. WSDOT, in its sole discretion may, in the case of a termination for breach or default, allow the CONTRACTOR ten (10) business days, or such longer period as determined by WSDOT, in which to cure the defect. In such cases, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONTRACTOR fails to remedy to WSDOT's satisfaction the breach or default within the timeframe and under the conditions set forth in the notice of termination, WSDOT shall have the right to terminate this AGREEMENT without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude WSDOT from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.

D. In the event that WSDOT elects to waive its remedies for any breach by CONTRACTOR of any covenant, term, or condition of this AGREEMENT, such waiver by WSDOT shall not limit WSDOT's remedies for any succeeding breach of that or of any other term, covenant, or condition of this AGREEMENT.

Section 37
Venue and Process

In the event either PARTY deems it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, the PARTIES hereto agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Thurston County. The PARTIES agree that the laws of the State of Washington shall apply.

Section 38
Changed Conditions Affecting Performance

The CONTRACTOR hereby agrees to immediately notify WSDOT in writing of any change in conditions or law, or of any other event, including any current or prospective dispute, which may adversely affect WSDOT's interest in the Project or affect the CONTRACTOR's ability to perform the Project in accordance with the provisions of this AGREEMENT.

Section 39
Subrogation

- A. Subrogation. WSDOT may require the CONTRACTOR to assign to WSDOT all rights of recovery against any person or organization for loss, to the extent of WSDOT's loss. Upon assignment, the CONTRACTOR shall execute, deliver, and do whatever else reasonably necessary to secure WSDOT's rights. The CONTRACTOR shall do nothing after any loss to intentionally prejudice the rights of WSDOT.
- B. Duties of the CONTRACTOR. If WSDOT has exercised its right of subrogation, the CONTRACTOR shall cooperate with WSDOT and, upon WSDOT's request, assist in the prosecution of suits and enforce any right against any person or organization who may be liable to WSDOT due to damage of Project Equipment. The CONTRACTOR shall attend hearings and trials as requested by WSDOT, assist in securing and giving evidence as requested by WSDOT, and obtain the attendance of witnesses as requested by WSDOT.

Section 40
Severability

If any covenant or provision of this AGREEMENT shall be adjudged void, such adjudication shall not affect the validity or obligation of performance of any other covenant or provision, or any part thereof, which in itself is valid if such remainder conforms to the terms and requirements of applicable law and the intent of this AGREEMENT. No controversy concerning any covenant or provision shall delay the performance of any other covenant or provision except as herein allowed.

Section 41
Counterparts

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 42
Complete Agreement

This document contains all covenants, stipulations, and provisions agreed upon by the PARTIES. No agent or representative of WSDOT or the CONTRACTOR has authority to make, and neither WSDOT nor the CONTRACTOR shall be bound by or be liable for, any statement, representation, promise or agreement not set forth herein or made by written amendment hereto.

Section 43
Order of Precedence

Any conflict or inconsistency in this AGREEMENT and its attachments will be resolved by giving documents precedence in the following order:

1. State Law
2. This AGREEMENT
3. The WSDOT Public Transportation State Grant Programs Guidebook

Section 44
Agreement Close Out

The CONTRACTOR shall notify WSDOT if the AGREEMENT is completed prior to the end date set forth in the caption header, "Term of Agreement" by written notification and in its capital Quarterly Progress Report, as referenced in the Guidebook, and any amendments thereto, for the quarter in which the project is completed. WSDOT will prepare an amendment to modify the AGREEMENT to reflect the actual amount spent and the Project completion date. WSDOT will send a closeout letter to the CONTRACTOR.

Section 45
Execution

This AGREEMENT is executed by the Director, Public Transportation Division, State of Washington, Department of Transportation, or the Director's designee, not as an individual incurring personal obligation and liability, but solely by, for, and on behalf of the State of Washington, Department of Transportation, in the capacity as Director, Public Transportation Division, or as a designee.

Section 46
Binding Agreement

The undersigned acknowledge that they are authorized to execute this AGREEMENT and bind their respective agency(ies) and/or entity(ies) to the obligations set forth herein .

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT the day and year signed last below.

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION**

CONTRACTOR

Brian Lagerberg, Director
Public Transportation Division

Authorized Representative

Mayor
Title

Gloria Mendoza
Print Name

November 14, 2023


Date

Date

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

ITEM TITLE Ordinance amending the 2023 Annual Budget	AGENDA NO.: New Business 4 (G) AGENDA DATE: November 14, 2023
DEPARTMENT City Treasurer	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer 

CITY ADMINISTRATOR 	MAYOR 
---	--

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

Staff monitoring and review of fund and department budgets has identified numerous budget accounts to be amended. An ordinance will be prepared to provide for the amending of the 2023 Annual Budget to accommodate the changes in sources and uses.

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

- By Fund the highlights of the budget changes are:
- CURRENT EXPENSE FUND:** Increase revenues for Building Permits. Increase appropriations for Advertising, Patrol Overtime, Professional Services – Jail Costs and Parks Maintenance Regular Salaries and Wages. Net effect is an increase in estimated ending fund balance.
 - STREET FUND:** Increase revenues for Regional Mobility Grant – Wine Country Road Sidewalk, Pathway and Park & Ride project. Increase appropriations for Wine Country Road Sidewalk, Pathway and Park & Ride project. Net effect is no change in estimated ending fund balance.
 - TRANSPORTATION BENEFIT DISTRICT FUND:** Increase appropriations for Wine Country Road Sidewalk, Pathway and Park & Ride project. Net effect is a decrease in estimated ending fund balance.
 - CEMETERY FUND:** Increase appropriations for Transfer Out – Cemetery Endowment. Net effect is a decrease in estimated ending fund balance.
 - WATER FUND:** Increase revenues for DWSRF Loan – New 3MG Reservoir. Increase appropriations for New 3MG Reservoir project. Net effect is no change in estimated ending fund balance.
 - SOLID WASTE FUND:** Increase appropriations for Regular Salaries & Wages and Tipping Fees. Net effect is a decrease in estimated ending fund balance.

ACTION PROPOSED

Move an ordinance amending the 2023 Annual Budget to a regular Council meeting for consideration.

to Sue 11/xx/2023 - mc

Ordinance No. 2023-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
Current Expense Fund					
001 000 000 308 51 00 00	Beginning Fund Balance - Assigned	10,000		10,000	
001 000 000 308 91 00 00	Beginning Fund Balance - Unassigned	789,750		789,750	
001 000 000 322 10 00 00	Building Permits		60,000	6,568,040	Additional building permit revenues
	Revenues/Sources	6,508,040			
	Current Exp. Fund Total	7,307,790	60,000	7,367,790	
001 020 000 518 10 41 00	Advertising		2,000		
001 032 000 521 22 12 00	Overtime		30,000		
001 034 000 523 60 41 00	Professional Services		20,000		
001 082 000 576 80 11 02	Regular Salaries & Wages		5,000		
	Expenditures/Uses	7,245,440		7,302,440	PD job openings Patrol overtime, down one officer Additional jail and medical costs Additional labor in Parks
001 099 000 508 51 00 00	Ending Fund Balance - Assigned	10,000		10,000	
001 099 000 508 91 00 00	Ending Fund Balance - Unassigned	52,350	3,000	55,350	
	Current Exp. Fund Total	7,307,790	60,000	7,367,790	
Street Fund					
110 000 000 308 31 00 00	Beginning Fund Balance - Restricted	50,000		50,000	
110 000 000 308 51 00 00	Beginning Fund Balance - Assigned	369,875		369,875	
110 000 000 333 20 20 07	RM Grant - WCR Sidewalk/Pathway		42,500	6,541,060	Regional Mobility Grant from WSDOT
	Revenues/Sources	6,498,560			
	Street Fund Total	6,918,435	42,500	6,960,935	
110 000 065 595 61 63 15	WCR Sidewalk/Pathway		42,500	6,730,185	Sidewalk/Pathway/Park & Ride project
	Expenditures/Uses	6,687,685			
110 000 099 508 31 00 00	Ending Fund Balance - Restricted	5,500		5,500	
110 000 099 508 51 00 00	Ending Fund Balance - Assigned	225,250		225,250	
	Street Fund Total	6,918,435	42,500	6,960,935	

to Sue 11/xx/2023 - mc Ordinance No. 2023-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
115 000 000 308 31 00 00	TBD Fund				
	Beginning Fund Balance - Restricted	520,440		520,440	
	Revenues/Sources	188,850		188,850	
	TBD Fund Total	709,290	-	709,290	
115 000 070 595 61 63 02	WCR Sidewalk/Pathway		6,500	463,050	City's match for the sidewalk/pathway/park & ride project
	Expenditures/Uses	463,050		469,550	
115 000 099 508 31 00 00	Ending Fund Balance - Restricted	246,240	(6,500)	239,740	
	TBD Fund Total	709,290	-	709,290	
130 000 000 308 51 00 00	Cemetery Fund				
	Beginning Fund Balance - Assigned	50,000		50,000	
130 000 000 308 51 00 01	Beginning Fund Balance - Assigned	200,710		200,710	
	Revenues/Sources	190,950		190,950	
	Cemetery Fund Total	441,660	-	441,660	
130 000 090 597 00 00 01	Transfer Out - Cemetery Endowment		18,000	318,520	10% of 2021-2023 lot sales
	Expenditures/Uses	302,520		318,520	
130 000 099 508 51 00 00	Ending Fund Balance - Assigned	20,000		20,000	
130 000 099 508 51 00 01	Ending Fund Balance - Assigned	119,140	(16,000)	103,140	
	Cemetery Fund Total	441,660	-	441,660	

to Sue 11/xx/2023 - mc

Ordinance No. 2023-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
	Water				
410 000 000 308 31 00 01	USDA Water Loan Reserve - Restricted	21,600		21,600	
410 000 000 308 31 00 02	USDA Water Loan SL Assets - Restricted	397,360		397,360	
410 000 000 308 31 00 03	USDA Water Loan O&M - Restricted	248,035		248,035	
410 000 000 308 51 00 00	Beginning Fund Balance - Assigned	6,894,265		6,894,265	
410 000 000 391 80 00 10	DWSRF Loan - New 3MG Reservoir		50,000	7,417,500	Project being funded by DWSRF Loan
	Revenues/Sources	7,367,500			
Water Fund Total		14,928,760	50,000	14,978,760	
410 000 033 594 34 65 32	New 3MG Reservoir		50,000	5,378,625	New 3 million gallon reservoir and transmission main
	Expenditures/Uses	5,328,625			
410 000 099 508 31 00 01	USDA Water Loan Reserve - Restricted	21,600		21,600	
410 000 099 508 31 00 02	USDA Water Loan SL Assets - Restricted	447,030		447,030	
410 000 099 508 31 00 03	USDA Water Loan O&M - Restricted	248,035		248,035	
410 000 099 508 51 00 00	Ending Fund Balance - Assigned	8,883,470		8,883,470	
Water Fund Total		14,928,760	50,000	14,978,760	
430 000 000 308 51 00 00	Solid Waste Fund				
	Beginning Fund Balance - Assigned	766,090		766,090	
	Revenues/Sources	1,264,075		1,264,075	
Solid Waste Fund Total		2,030,165	-	2,030,165	
430 000 010 537 80 11 00	Regular Salaries & Wages		20,000	611,095	More trucks running
430 000 010 537 80 49 10	Miscellaneous - Tipping Fees		35,000	2,030,165	Increased tipping fee costs
	Expenditures/Uses	1,364,070		1,419,070	
430 000 099 508 51 00 00	Ending Fund Balance - Assigned	666,095	(55,000)	611,095	
Solid Waste Fund Total		2,030,165	-	2,030,165	

ORDINANCE NO. 2023-___

**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 _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
Current Expense Fund					
Original 2023 Budget	799,750	6,508,040	7,245,440	62,350	7,307,790
Amendment Amount	-	60,000	57,000	3,000	60,000
Amended Total	799,750	6,568,040	7,302,440	65,350	7,367,790
Street Fund					
Original 2023 Budget	419,875	6,498,560	6,687,685	230,750	6,918,435
Amendment Amount	-	42,500	42,500	-	42,500
Amended Total	419,875	6,541,060	6,730,185	230,750	6,960,935
TBD Fund					
Original 2023 Budget	520,440	188,850	463,050	246,240	709,290
Amendment Amount	-	-	6,500	(6,500)	-
Amended Total	520,440	188,850	469,550	239,740	709,290
Cemetery Fund					
Original 2023 Budget	250,710	190,950	302,520	139,140	441,660
Amendment Amount	-	-	16,000	(16,000)	-
Amended Total	250,710	190,950	318,520	123,140	441,660
Water Fund					
Original 2023 Budget	7,561,260	7,367,500	5,328,625	9,600,135	14,928,760
Amendment Amount	-	50,000	50,000	-	50,000
Amended Total	7,561,260	7,417,500	5,378,625	9,600,135	14,978,760
Solid Waste Fund					
Original 2023 Budget	766,090	1,264,075	1,364,070	666,095	2,030,165
Amendment Amount	-	-	55,000	(55,000)	-
Amended Total	766,090	1,264,075	1,419,070	611,095	2,030,165