

**GRANDVIEW CITY COUNCIL  
REGULAR 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.**

**REGULAR MEETING – 7:00 PM**

**PAGE**

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
- 5. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. 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.
- 6. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 

A. Minutes of the October 23, 2023 Special Budget meeting	1-7
B. Minutes of the October 24, 2023 Committee-of-the-Whole meeting	8-22
C. Minutes of the October 24, 2023 Council meeting	23-25
D. Payroll Check Nos. 13588-13624 in the amount of \$32,246.29	
E. Payroll Electronic Fund Transfers (EFT) Nos. 61177-61183 in the amount of \$114,180.86	
F. Payroll Direct Deposit 10/16/23-10/31/23 in the amount \$157,482.65	
G. Claim Check Nos. 127599-127728 in the amount of \$891,997.67	
- 7. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 

A. Ordinance No. 2023-17 levying the 2024 ad valorem property taxes and excess levy taxes	26
B. Ordinance No. 2023-18 increasing the 2024 property tax levy for the City of Grandview above the “limit factor” up to 101 percent	27

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C.	Ordinance No. 2023-19 regarding a Supporting Investments in Economic Diversification Contract with Yakima County and the City of Grandview for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements; authorizing the Mayor to execute all documents necessary to implement the agreement and receive and expend all monies received under the agreement for the project; and creating project Fund 345 – Old Inland Empire Highway (Welch) Sanitary Sewer Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 345	28-34
D.	Ordinance No.. 2023-20 amending Grandview Municipal Code Section 2.48.070 Headstones requiring rebar pins on upright headstones	40-42
E.	Ordinance No. 2023-21 amending Grandview Municipal Code Section 13.28.010 setting domestic water rates	43-47
F.	Ordinance No. 2023-22 amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates	48-55
G.	Ordinance No. 2023-23 amending Grandview Municipal Code Section 13.28.085 setting garbage rates	56-58
H.	Ordinance No. 2023-24 amending Grandview Municipal Code Section 13.28.060(B) setting irrigation rates	59-60
I.	Resolution No. 2023-69 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	61-79

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

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, 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

**GRANDVIEW CITY COUNCIL  
SPECIAL MEETING MINUTES – BUDGET  
OCTOBER 23, 2023**

**1. CALL TO ORDER**

Mayor Gloria Mendoza called the special meeting to order at 6:00 p.m. in the Council Chambers at City Hall.

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

Present in person: Mayor Mendoza and Councilmembers Steve Barrientes, David Diaz, Laura Flores, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmembers Bill Moore, Robert Ozuna and Javier Rodriguez

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Administrator Shane Fisher, City Treasurer Matt Cordray, Assistant Public Works Director Todd Dorsett, Public Works Foreman Hector Mejia, WWTP Superintendent Dave Lorenz and City Clerk Anita Palacios

**2. 2024 PRELIMINARY BUDGET**

**2024 Water and Sewer Rate Analysis**

Stephen Hazzard, City Engineer with HLA Engineering and Land Surveying, Inc., presented the 2024 Water and Sewer Rate Analysis, as follows:

**Project Background**

Revenues and expenditures for Grandview's water and sewer funds were reviewed annually as part of the budget planning process. Prior to 2020, revenues and expenditures were combined into a single Water/Sewer Fund, but each department was tracked separately to ensure revenues collected for each system were enough to offset expenses. Now each individual fund was examined, and a long-term financial plan has been updated to assess future needs, so revenues can be reasonably adjusted to meet operating expenses and capital improvement costs.

This method of analysis has served Grandview well. Sewer rates were increased 4% in 2018 and 3% in both 2019 and 2020 in anticipation of a major project to replace the main trunk sewer between the City and the Yakima River, and treatment plant improvements to address Department of Ecology (Ecology) requirements. In 2018 through 2022, no increase in water rates was necessary, and no sewer rate increases were recommended in 2021 or 2022. However, due to decreases in revenue and the need to accumulate further reserves for the treatment plant improvements, sewer rates were increased by 6% in 2023. Water rates were also increased 4% to maintain a stable fund balance in the 10- to 15-year horizon due to future major capital improvement projects and O&M improvements.

Sewer revenues grew steadily from 2016 to 2020, with declines totaling 2.21% in 2021 and 2022. Water revenues fluctuated during this period, with 2022 water revenues only \$30,000 more than 2019 water revenues. Revenue changes were tied to industrial activity, crop size, and weather, which cannot be controlled by the City. The City's control of expenditures and the

conservative approach to budgeting has historically placed the City of Grandview Water and Sewer Funds in a good financial position.

### **October 2023 Analysis**

Our recent analysis included the following major work items:

- A review of 2022 revenues and expenses;
- Projection of 2023 year-end revenues and expenses using historical seasonal distribution of water consumption, sewer discharges, and expenditures;
- Examination of current and proposed capital improvements; and
- Preparation of a cash flow analysis to review projected revenue needs.

The cash flow analysis relies on reasonable revenue projections. The recent downward trend in water and sewer revenues flattened in 2022. Overall revenue generated from water charges for service was projected to be about 10.5% higher than 2022. Similarly, sewer charge revenue in 2022 was expected to be about 11.1% higher than 2022. These projected increases were not expected to establish new trends, and we therefore assumed usage would remain consistent in 2024 for conservative analysis. Cash flow was then updated to reflect these revised revenue projections and to account for adjustments in planned capital improvements. A few key items in the analysis were worth noting:

- Ecology requested an analysis and report to address groundwater concerns at the wastewater treatment plant (WWTP). The WWTP Facility Plan was submitted to Ecology and a proposed schedule for improvements was included in the Facility Plan. Improvements to the facility were planned in 2025 and 2026, with design started in 2023. The estimated cost of those improvements (\$34 million and the associated debt service) was included in the cash flow analysis. Funding was proposed through a combination of local funds and low interest loans as follows:

Phase 1 Improvements (2023 to 2026) - \$34,120,000

Local Funds = \$6,730,000

Water Reuse Grant = \$890,000

Low Interest Loan = \$26,500,000

Phase 2 Improvements (2031 to 2032) - \$6,005,000

Local Funds = \$505,000

Low Interest Loan = \$5,500,000

- Another proposed sewer system capital improvement project was construction of additional paved sludge drying beds. The first phase of the improvements was completed in 2021, and the second phase was currently under construction for an estimated final cost of \$1,030,000.
- Another proposed sewer system capital improvement project was replacement of trunk main in 5<sup>th</sup> Street and OIE. The first phase of the improvements were currently under construction with the OIE road project, and the second phase was currently under design for an estimated final cost of \$2,400,000; split into \$1,400,000 grant and \$1,000,000 SIED loan.
- The City was successful in applying for SIED funding in 2023 for water, sewer, and road improvements to Wine Country Road and Higgins Way. The improvements were under

design and planned for construction in 2024 for an estimated final cost of \$1,915,520 of which \$953,780 was split between water and sewer funds:

Water - \$475,380  
Local Funds = \$95,340  
SIED Grant = \$190,020  
SIED Loan = \$190,020

Sewer - \$478,400  
Local Funds = \$95,300  
SIED Grant = \$191,550  
SIED Loan = \$191,550

- The City was successful in applying for SIED funding in 2022 for water, sewer, and road improvements to Wine Country Road Roundabout Improvement Project. The improvements were substantially completed for an estimated final cost of \$518,100 of which \$350,000 was split between water and sewer funds:

Water - \$87,600  
SIED Grant = \$43,800  
SIED Loan = \$43,800

Sewer - \$262,400  
SIED Grant = \$131,200  
SIED Loan = \$131,200

- Grandview received \$3,578,329 from Department of Health Drinking Water State Revolving Fund (DWSRF) and \$850,000 Yakima County ARPA to complete Source Well Improvements and Source Well Rehabilitation projects in 2023 and 2024. The City anticipates using \$500,000 of City ARPA.
- Grandview's water system was nearing capacity. Therefore, this year's analysis considered the following improvements as proposed in the Water System Plan:

Balcom and Moe Well - \$615,000  
3MG Standpipe Reservoir Rehabilitation and Recoating - \$1,020,000  
Butternut Well (S14) Cleaning and Rehabilitation - \$1,800,000

Expenditures for these improvements were planned in 2024 and 2025. Funding using City reserves was included in the analysis.

- Grandview received \$9,090,000 from Department of Health Drinking Water State Revolving Fund (DWSRF) and was providing \$2,809,700 of local funds to complete New 3.0 MG Reservoir project in 2024 and 2025.
- Other smaller water system and sewer system O&M improvements proposed in the Water System Plan and General Sewer Plan, funded with City money, were also included in the financial plan.
- Ending fund balances were adequate to provide a typical minimum balance of at least 50% of annual expenditures, which provides more than six months of reserve.

## **Results**

### **Water Department**

- Future water system capital improvements have been discussed with City staff and were included in the City's Water System Plan. Capital improvements should be re-examined each year as part of the budget process, and the long-term financial plan should be updated accordingly.
- Since both major capital improvement projects and O&M improvements were anticipated in the next few years, a 4% water rate increase was recommended for 2024 to maintain a stable fund balance in the 10- to 15-year horizon. Based on the timing of future capital improvements, regular rate increases would be needed for several years.

### **Sewer Department**

- The rate analysis includes future improvements to the WWTP needed to address potential groundwater contamination. The plan was to begin design of the future improvements in 2024, with construction proposed in 2025, 2026, and 2027. The financing plan includes accumulating reserves to pay for a portion of the project cost to reduce future debt.
- Despite the projected increase in 2023 revenue, a 8% increase in sewer rates was recommended for 2024 to meet the need to accumulate reserves for future project expenses.
- Additional sewer rate increases would be needed in the future, but the timing and amount of the increase would depend on when capital improvements were completed, as well as the type of financing. Therefore, the City should continue to monitor sewer revenues and update the rate analysis as more information concerning capital improvements was available.

## **2024 Revenue and Expenditure Estimates**

City Treasurer Cordray continued the presentation of the 2024 preliminary budget, as follows:

### **Capital Improvements**

2023 Revenue Budget \$257,150  
2024 Revenue Estimate \$266,500  
2023 Expenditure Budget \$1,055,000  
2024 Expenditure Proposed \$858,000

Notable Changes in 2024 –

- Wine Country Road/McCreadie Road Roundabout (center island treatment) – \$310,000
- Pool Splash Pad – \$200,000
- OIE Highway Grant Match – \$327,000
- Dykstra & Bren Park Restrooms – \$20,000

### **WCR/McCreadie Utilities – SIED Loan & Grant**

2023 Revenue Budget \$518,100  
2024 Revenue Proposed \$-0-  
2023 Expenditure Budget \$518,100  
2024 Expenditure Proposed \$-0-

Notable Changes in 2024 – The loan amount on this project was \$259,050. The repayment period on the loan was 10 years and the first annual payment would be made in June 2024.

**WCR & Higgins Improvements (Truck Plaza) – SIED Loan & Grant**

2023 Revenue Budget \$1,947,000  
2024 Revenue Proposed \$766,500  
2023 Expenditure Budget \$1,947,000  
2024 Expenditure Proposed \$1,276,000

Notable Changes in 2024 – The loan amount on this project was \$766,208. The repayment period on the loan was 10 years and the first annual payment would be made in June 2025. The developer of the truck plaza would be making the payment to the City and the City would then turn around and make the payment to Yakima County.

**OIE (Welch's) & West Fifth Street Sewer Improvements – SIED Loan & Grant**

2023 Revenue Budget \$2,400,000  
2024 Revenue Proposed \$2,000,000  
2023 Expenditure Budget \$2,400,000  
2024 Expenditure Proposed \$2,057,000

Notable Changes in 2024 – The loan amount on this project was \$1,000,000. The repayment period on the loan was 10 years and the first annual payment would be made in June 2025.

**Water Fund**

2023 Revenue Budget \$7,417,500  
2024 Revenue Estimate \$9,760,750  
2023 Expenditure Budget \$5,378,625  
2024 Expenditure Proposed \$10,535,760

Notable Changes in 2024 –

- Water Meters – \$40,000
- New Well – \$2,142,000
- New 3 MG Reservoir – \$2,665,700
- Butternut Well (S14) – \$1,800,000
- Balcom & Moe – \$615,000
- Willoughby Irrigation System – \$40,000
- Reservoir Repainting (3MG) – \$1,020,000
- Chlorine Scale – \$16,000

Staff proposed a 4% increase in water rates.

**Water Debt Service**

Following outstanding loans with their respective years of origin and maturity:

- USDA Note – Water System Improvements (2009-2049)
- Public Works Board Drinking Water State Revolving Fund Loan – Old Inland Empire Water Improvements (2014-2036)

Notable Changes in 2024 – The Public Works Board Drinking Water State Revolving Fund Loan Well Rehab debt obligation would be satisfied in 2023. This would be a reduction of \$140,000 to the Water Fund starting in 2024.

**Sewer Fund**

2023 Revenue Budget \$5,647,105  
2024 Revenue Estimate \$4,705,100



Sewer Collection

2023 Expenditure Budget \$933,440  
2024 Expenditure Proposed \$980,180  
Notable Changes in 2024 – None

Sewer Treatment

2023 Expenditure Budget \$2,771,140  
2024 Expenditure Proposed \$2,052,490  
Notable Changes in 2024 –

- WWTP Upgrades – \$1,955,000
- Large equipment replacement – \$300,000
- Drying Beds – \$50,000
- Polymer system – \$3,000
- Headworks bypass – \$70,000
- Addition of mid-management employee - \$80,000

Staff proposed an 8% increase in sewer rates.

Sewer Debt Service

Following outstanding loans with their respective years of origin and maturity:

- USDA Loan – Wastewater System Improvements (2016-2056)
- Department of Ecology Loan – 21” Sewer Trunk Main (2024-2044)

Notable Changes in 2024 – 21” Sewer Trunk Main project was completed in 2023 and the City would be making annual loan payments beginning in 2024.

Irrigation

2023 Revenue Budget \$556,300  
2024 Revenue Estimate \$616,000  
2023 Expenditure Budget \$639,195  
2024 Expenditure Proposed \$646,940  
Notable Changes in 2024 – None

Staff proposed an 8% increase in irrigation rates.

Solid Waste Collection

2023 Revenue Budget \$1,264,000  
2024 Revenue Estimate \$1,324,525  
2023 Expenditure Budget \$1,364,070  
2024 Expenditure Proposed \$1,857,410  
Notable Changes in 2024 –

- Garbage truck – \$466,000 (\$346,000 Equipment Rental/\$120,000 Solid Waste)
- DEF tote pump – \$1,000

Staff proposed a 2% increase in garbage rates.

Neighborhood Clean-up

2023 Expenditure Budget \$18,070  
2024 Expenditure Proposed \$18,030  
Notable Changes in 2024 – None

Equipment Rental

2023 Revenue Budget \$571,400

2024 Revenue Estimate \$602,500

2023 Expenditure Budget \$1,042,810

2024 Expenditure Proposed \$1,097,550

Notable Changes in 2024 – The following equipment to purchase or replace:

- Four Patrol Vehicles (3 from 2022/2023 that did not get purchased) – \$250,000
- Public Works Truck – \$32,000
- Street Sweeper – \$353,000
- Garbage truck – \$466,000 (\$346,000 Equipment Rental/\$120,000 Solid Waste)

American Rescue Plan Act (ARPA) Fund

2023 Expenditure Budget \$1,643,400

2024 Expenditure Proposed \$348,200

Notable Changes in 2024 – None

**3. ADJOURNMENT**

The special meeting adjourned at 7:20 p.m.

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
OCTOBER 24, 2023**

**1. CALL TO ORDER**

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

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

**2. ROLL CALL**

Present in person: Mayor Mendoza and Councilmembers Steve Barrientes, David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem) and Joan Souders

Present via teleconference: None

Absent: Councilmembers Robert Ozuna and Javier Rodriguez

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

**3. PUBLIC COMMENT**

Mainstreet Grandview Downtown Community Events – Alicia Fajardo, Executive Director with Mainstreet Grandview, thanked the Council for the ARPA funding to support the downtown community events. She distributed an Event Outcome Summary for the Fiesta Picoso held on September 15<sup>th</sup> and 16<sup>th</sup> and Pumpkin Palooza held on October 14<sup>th</sup>.

**4. NEW BUSINESS**

**A. Ordinance levying the 2024 ad valorem property taxes and excess levy taxes**

City Treasurer Cordray explained that pursuant to legislation RCW 84.52.020, the City's certification for the purpose of levying 2024 property taxes was to be filed with the Board of Yakima County Commissioners on or before November 30, 2023 or the City would receive no funding from this source. As a result of Referendum 47, the City would need to pass an ordinance for the levy amount up to the full 101%. The regular levy request in the amount of \$1,895,000 was a \$17,935 increase from the 2023 levy amount and a 1% increase of that same 2023 levy amount, plus any amount allowed for new construction and increase in state assessed value. He presented an ordinance levying the 2023 ad valorem property taxes and excess levy taxes.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved an Ordinance levying the 2024 ad valorem property taxes and excess levy taxes to the November 14, 2023 regular Council meeting for consideration.**

Roll Call Vote:

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

**B. Ordinance increasing the 2024 property tax levy for the City of Grandview above the “limit factor” up to 101 percent**

City Treasurer Cordray explained that as a result of Referendum 47, the City would also need to pass a second ordinance increasing the property tax levy to the Implicit Price Deflator (IPD) as the City’s population was over 10,000.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Moore, the C.O.W. moved an Ordinance increasing the 2024 property tax levy for the City of Grandview above the “limit factor” up to 101 percent to the November 14, 2023 regular Council meeting for consideration.**

Roll Call Vote:

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

**C. Ordinance of the City of Grandview, Washington, regarding a Supporting Investments in Economic Diversification Contract with Yakima County and the City of Grandview for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements; authorizing the Mayor to execute all documents necessary to implement the agreement and receive and expend all monies received under the agreement for the project; and creating project Fund 345 – Old Inland Empire Highway (Welch) Sanitary Sewer Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 345**

City Administrator Arteaga explained that to improve the economic vitality of the County, the Yakima County Supporting Investments in Economic Diversification (SIED) Board was authorized to make grants and loans to political subdivisions to fund projects that support tangible or potential investments in public infrastructure. The City determined that there was significant potential for private development, growth, and job creation within Grandview City limits by improving the Old Inland Empire Highway industrial sanitary sewer mains. The City applied to the Yakima County SIED Board for a grant/loan of up to \$2,000,000 to be used to fund public industrial sanitary sewer improvements as mentioned above. The responsibility of repayment of funds would be the City and the private developer (Welch). Welch would be contributing the 20% match requirement of approximately \$400,000. The City was awarded a half grant and half loan in the amount of

\$2,000,000.00; \$1,000,000.00 to be in the form of a loan and \$1,000,000.00 to be in the form of a grant from the Yakima County Supporting Investments in Economic Diversification (SIED) Fund for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements. In addition, Welch Foods, Inc., would be contributing the 20% match of \$400,000.00. He noted that Exhibit A was not attached to the SIED Contract at this time. Exhibit A was the debt service schedule that was not completed until both parties sign. This was because interest was calculated on the date the County Commissioners sign the agreement, as they sign last. It saves the City interest because if the County calculated the debt schedule now, the City would be paying interest from the date the County Treasurer calculates the schedule. Therefore, knowing the date the agreement becomes effective (date both parties sign), the interest rate (6.18%) and terms of payment (ten payments with the first payment June 1, 2025 and last payment June 1, 2034) provides everything necessary in the agreement to calculate Exhibit A. As all other requirements for Exhibit A were now in the agreement except the date signed, waiting to attach Exhibit A only benefits the City. Following the execution of the SIED Contract by the County and the City and the completion of the debt service schedule, a repayment agreement would be prepared for execution by the City and the private developer to repay the \$1,000,000.00 portion of the SIED loan.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. moved an ordinance of the City of Grandview, Washington, regarding a Supporting Investments in Economic Diversification Contract with Yakima County and the City of Grandview for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements; authorizing the Mayor to execute all documents necessary to implement the agreement and receive and expend all monies received under the agreement for the project; and creating project Fund 345 – Old Inland Empire Highway (Welch) Sanitary Sewer Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 345 to the November 14, 2023 regular meeting for consideration.**

Roll Call Vote:

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

**D. Ordinance amending Grandview Municipal Code Section 2.48.070  
Headstones requiring rebar pins on upright headstones**

City Administrator Arteaga explained that with the approval of upright headstones at the Grandview Cemetery, staff has received several requests for oversized headstones. In September 2023, there was an incident at the cemetery wherein family members were doing a photoshoot of a family member's new headstone and, as a result, the family accidentally pushed over the headstone which landed on a family member's young child. Staff recommended that it be a requirement that rebar pins be added to upright headstones in an attempt to eliminate and/or reduce situations such as this. It was recommended that wording be incorporated in the Municipal Code that requires the addition of two ½-inch rebar pins to help secure the top of the headstone to the bottom base of the headstone. Each rebar pin would be drilled approximately four inches

into the top and the base of the headstone and then both pieces would be glued together which would help secure the top from falling over. An ordinance revising Grandview Municipal Code Section 2.48.070 Headstones to require rebar pins on upright headstones was presented.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved an ordinance amending Grandview Municipal Code Section 2.48.070 Headstones requiring rebar pins on upright headstones to the November 14, 2023 regular meeting for consideration.**

Roll Call Vote:

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

## **5. OTHER BUSINESS**

Mainstreet Grandview Downtown Community Events – Mayor Mendoza congratulated Mainstreet Grandview on their downtown community events.

Cemetery Ad Hoc Committee – Mayor Mendoza selected Councilmembers Moore and Diaz to serve on the Cemetery Ad Hoc Committee.

Dykstra Park Pathway Repaving – Councilmember Barrientes reported he has received numerous positive comments on the repaving of the Dykstra Park Pathway.

Zipty Internet Service – City Administrator Arteaga reported that last week, Zipty Internet bored into the water main at the intersection of Second Street and Division Street causing a water main break which included damage to the street and sidewalk. Repairs were in the process of being made and the contractor was responsible for the cost of the damages.

Benton County Mosquito Control Board – Councilmember Moore reported that the Benton County Mosquito Control Board approved their 2024 budget which would include an 8% rate increase.

Mainstreet Grandview Community Events – Councilmember Flores reported that upcoming Mainstreet Grandview community events would include Small Business Saturday on November 25<sup>th</sup> and Holiday Market on December 9<sup>th</sup>.

Taqueria El Wero Pal Grand Opening – Mayor Mendoza and City Administrator Fisher attended the Taqueria El Wero Pal grand opening on October 20<sup>th</sup>.

6. **ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Barrientes, the C.O.W. meeting adjourned at 6:50 p.m.**

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

# EVENT OUTCOME SUMMARY FIESTA PICOSA

Friday, September 15, 2023 -5pm -9pm

Saturday, September 16, 2023 10am - 3pm



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Grandview Night & Day Event themed “Fiesta Picoso,” hosted by Main Street Grandview Association. Community event took place in downtown Grandview block of 100 Division Street, Grandview, WA 98930 on Friday, September 15th and Saturday, September 16th. A volunteer tallied 400 people in attendance for Fiesta Picoso weekend. This tally does not include the number of customers at each small business in downtown.

On Friday, local businesses participated in offering a “spicy menu special” and stayed open late to invite customers into their storefronts. Small businesses shared an increase in revenue, an increase in customer traffic flow and gained new customers as part of Fiesta Picoso. The following businesses participated; Happy Watermelon, J’s Sweet Shack, Javi’s Chicken & Churros, Herbs Bar & Grill, Molcajetes Restaurant, Casa Tequila.

Mainstreet also offered a “Fiesta Picoso Painting Night” with 27 registered to painting class in the Mainstreet building. Class was given by Andrea Martinez-Grandview High School Alumni. We receive positive feedback from community members. By having painting class, participants shared that they went to a local restaurant before and were going after painting class.



On Saturday, we had a total of 17 vendors including small business informational booths, food, products and goods. We had 2 volunteers during the event that assisted the Mainstreet Promotion Committee throughout the day.

During the day we had an agenda that included entertainment as follows:

### **MAINSTREET FIESTA PICOSA**

#### **Friday, September 15th 2023**

5pm-9pm	Downtown Restaurants Open late
5:30pm -9pm	Mainstreet Painting Class

#### **Saturday, September 16th 2023**

10:00am-11:00am	Fiesta Picoso Zumba
11:00am-12:00pm	Salsa Dancing
12:00pm-2:00pm	Mariachi & Horses
2:00pm -2:30pm	Florico Dancers
2:30pm-3:00pm	Salsa Tasting Competition

Throughout the event we posted live social media posts to invite community members to shop downtown. We also announced downtown small businesses specials, shared upcoming Mainstreet Events, highlighted local small businesses, vendors and their products and services.

#### **SMALL BUSINESSES OUTCOME:**

- Engagement of Downtown Small Businesses to advertise specials.
- Happy Watermelon, J's Sweet Shack, Javi's Chicken & Churros, Herbs Bar & Grill, Molcajetes Restaurant, Casa Tequila shared an increase in sales. Also having new customers coming into their businesses.
- Positive feedback with having entertainment and offering painting class.



**DOWNTOWN**  
Grandview Night & Day  
**FIESTA PICOSA**

Friday,  
September 15th

DOWNTOWN RESTAURANTS OPEN LATE TILL 9PM  
INCLUDING A SPICY MENU

GUIDED PAINTING CLASS  
@ MAINSTREET BUILDING



Saturday,  
September 16th

100 BLOCK DIVISION GRANDVIEW

10 AM - 3 PM

- LIVE MUSIC - VENDORS
- MORNING ZUMBA PICOSA
- MARIACHI
- ENTERTAINMENT
- SALSA COMPETITION



[www.mainstreetgrandview.com](http://www.mainstreetgrandview.com)

EMAIL: [INFO@MAINSTREETGRANDVIEW.COM](mailto:INFO@MAINSTREETGRANDVIEW.COM)



**DOWNTOWN**  
Grandview Nights  
**FIESTA PICOSA**

Friday, September 15th



DOWNTOWN RESTAURANTS OPEN LATE TILL 9PM

INCLUDING A SPICY MENU

MOLCAJETES RESTAURANT

CASA TEQUILA RESTAURANT

HAPPY WATERMELON

JS SWEET SHACK

JAVIS CHICKEN & CHURROS

HERB'S BAR & GRILL





# EVENT OUTCOME SUMMARY

## Pumpkin Palooza

Saturday, October 14th 2023 10am - 3pm



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Grandview Days themed “Pumpkin Palooza,” hosted by Main Street Grandview Association. Event took place in the downtown block of 100 West 2nd Street, Grandview, WA 98930. A volunteer tallied approximately 400 people in attendance for the Pumpkin Palooza event. This tally does not include the number of customers at each small business in downtown.

Small businesses shared an increase in revenue, an increase in customer traffic flow and gained new customers as part of the Pumpkin Palooza event compared to other Saturdays. The following businesses participated; Happy Watermelon decorated their storefront, offered a seating area and offered a special for customers. Local barber & salons stayed open.

Friends of the museum shared an increase of visitors and shared their eagerness to participate next year in the Giant Pumpkin Contest.

We receive positive feedback from community members for having the following activities for children and families:

- Family Photobooth
- Face painting offered by GHS students
- Free Pumpkin Painting
- Pumpkin Bowling
- Bubble Station

- Jumper for children
- Chalk Art Contest
- Entertainment-DJ Frank Smooth
- Balloon Designs
- DECA silent auction
- Vendors including food and shopping.

We had a total of 28 vendors including small business informational booths, food, products and goods. Fifteen Grandview High School student volunteers assisted the Mainstreet Promotion Committee throughout the day.

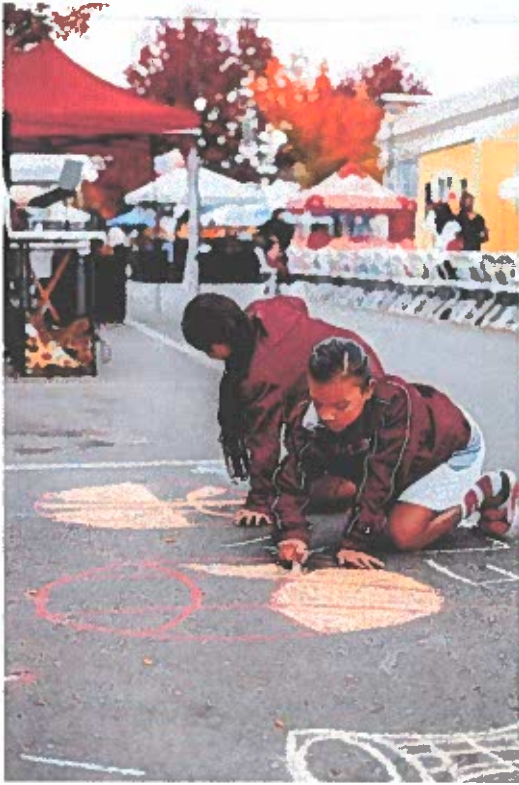
During the event we posted live social media posts to invite community members to shop downtown. We also announced downtown small businesses specials, shared upcoming Mainstreet Events, highlighted local small businesses, vendors and their products and services.

#### SMALL BUSINESSES OUTCOME:

- Photos of behind the scenes of small businesses and owners. Great for marketing.
- Happy Watermelon shared having new customers to business.
- Eagerness of other small businesses to participate in future events.
- Positive feedback with family & children activities.



















**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
OCTOBER 24, 2023**

**1. CALL TO ORDER**

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

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

Present in person: Mayor Mendoza and Councilmembers Steve Barrientes, David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem) and Joan Souders

Present via teleconference: None

Absent: Councilmembers Robert Ozuna and Javier Rodriguez

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

Roll Call Vote:

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

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

**2. PLEDGE OF ALLEGIANCE**

Mayor Mendoza led the pledge of allegiance.

**3. APPROVE AGENDA**

**On motion by Councilmember Moore, second by Councilmember Barrientes, Council approved the October 24, 2023 regular meeting agenda as presented.**

Roll Call Vote:

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

**4. PRESENTATIONS**

**A. 2023 Proclamation – Grandview High School DECA Month**

Mayor Mendoza proclaimed November as DECA month in the City of Grandview and urged all citizens to support efforts and activities of the GHS DECA Chapter.

**5. PUBLIC COMMENT – None**

**6. CONSENT AGENDA**

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

- A. Minutes of the October 9, 2023 Special Budget meeting**
- B. Minutes of the October 10, 2023 Committee-of-the-Whole meeting**
- C. Minutes of the October 10, 2023 Council meeting**
- D. Minutes of the October 16, 2023 Special Budget meeting**
- E. Payroll Check Nos. 13571-13587 in the amount of \$102,144.41**
- F. Payroll Electronic Fund Transfers (EFT) Nos. 61167-61171 in the amount of \$97,843.59**
- G. Payroll Direct Deposit 10/01/23-10/15/23 in the amount \$136,843.59**
- H. Claim Check Nos. 127495-127598 in the amount of \$1,457,021.26**

Roll Call Vote:

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

**7. ACTIVE AGENDA**

**A. Resolution No. 2023-68 approving Task Order No. 2023-09 with HLA Engineering and Land Surveying, Inc., for the Grandview Stormwater Improvements**

This item was previously discussed at the October 10, 2023 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Barrientes, Council approved Resolution No. 2023-68 approving Task Order No. 2023-09 with HLA Engineering and Land Surveying, Inc., for the Grandview Stormwater Improvements.**

Roll Call Vote:

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

8. **UNFINISHED AND NEW BUSINESS** – None
9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None
10. **MAYOR & COUNCILMEMBER REPORTS** – None
11. **ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Souders, the Council meeting adjourned at 7:20 p.m.**

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**ORDINANCE NO. 2023-17**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
LEVYING THE 2024 AD VALOR PROPERTY TAXES AND EXCESS LEVY TAXES**

**WHEREAS**, the City Council has met and considered its budget for the calendar year 2024; and

**WHEREAS**, the City Council, in the course of considering the budget for 2024, has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

**WHEREAS**, the City Council has determined that it is in the best interest of and necessary to meet the expenses and obligations of the City of Grandview and a substantial need exists for the property tax revenue to be increased in 2024;

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

**Section 1.** The regular levy request in the amount of \$1,895,000, which is a \$17,935 increase from 2023 levy amount and a 1% increase of that same 2023 levy amount, plus any amount allowed for new construction and increase in state assessed values.

**Section 2.** This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 14, 2023.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLISHED: 11/15/23**

**EFFECTIVE: 11/20/23**

**ORDINANCE NO. 2023-18**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
INCREASING THE 2024 PROPERTY TAX LEVY FOR THE CITY OF GRANDVIEW  
ABOVE THE "LIMIT FACTOR" UP TO 101 PERCENT**

**WHEREAS**, the Grandview City Council has met and considered its budget for the calendar year 2024; and

**WHEREAS**, the City Council, in the course of considering the budget for 2024 has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

**WHEREAS**, the City Council has determined that it is in the best interest of and necessary to meet the expenses and obligations of the City of Grandview and there is a substantial need to increase the regular property tax levy rate above the rate of inflation;

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

**Section 1.** The limit factor for the regular levy for the calendar year of 2024 shall be 101% of the highest amount of regular property taxes that could have been lawfully levied in the City of Grandview in any year.

**Section 2.** This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 14, 2023.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLISHED:** 11/15/23

**EFFECTIVE:** 11/20/23

**ORDINANCE NO. 2023-19**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, REGARDING A SUPPORTING INVESTMENTS IN ECONOMIC DIVERSIFICATION CONTRACT WITH YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR THE OLD INLAND EMPIRE HIGHWAY (WELCH) SANITARY SEWER IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT AND RECEIVE AND EXPEND ALL MONIES RECEIVED UNDER THE AGREEMENT FOR THE PROJECT; AND CREATING PROJECT FUND 345 – OLD INLAND EMPIRE HIGHWAY (WELCH) SANITARY SEWER IMPROVEMENTS AND AUTHORIZING THE CITY TREASURER TO MAKE INTERFUND LOANS TO SUPPORT CASH FLOW TO FUND 345**

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

**WHEREAS**, the City proposes to construct a project with a combination of City, private, and County funds, including \$2,000,000.00 from the SIED Fund, \$1,000,000.00 to be in the form of a loan, and \$1,000,000.00 to be in the form of a grant, and thereafter to own and operate the Project for the benefit of the City and the County; and

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

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

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

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

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



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

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

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

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

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

**SECTION 3:** Fund 345 – Old Inland Empire Highway (Welch) Sewer Main Improvements is hereby established to track revenue and expenditures for the Project and that fund shall be budgeted in the City’s 2023 Budget.

**SECTION 4:** The City Treasurer, or her designee, is authorized to make interfund loans from an appropriate City Fund to Fund 345 – Old Inland Empire Highway (Welch) Sewer Main Improvements, in the minimum amount necessary to cover any cash flow shortage in Fund 345, caused by the Agreement. These loans shall be repaid as soon as funding is available to cover the cash flow shortage. All terms required by the State BARS manual shall be incorporated into the loan document, including interest, if applicable.

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

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

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 14, 2023.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PUBLICATION: 11/15/23**

**EFFECTIVE: 11/20/23**

**YAKIMA COUNTY  
and  
CITY OF GRANDVIEW  
(Welch Sanitary Sewer or Old Inland Empire Highway Sewer Main Improvements)**

**1. PARTIES**

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

**2. TERM**

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

**3. PURPOSE**

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will construct sanitary sewer south from Old Inland Empire Highway, remove existing sewer which is inaccessible for maintenance, and replace failing sanitary sewer to approximately 36 acres of land zoned as Light Industrial, 5 acres zoned as Single Family Residential, and 9 acres of land zoned as Manufactured Home Park. This will allow Welch's to construct a proposed new pre-treatment system for their operations and combine the discharges from both of their plants through this pre-treatment system for discharge to the City sewer. The existing City sewer line is undersized and showing advanced corrosion damage.

**4. RECITALS**

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

- C. The City proposes to construct the Project with a combination of City, private, and County funds, including **\$2,000,000.00 from the SIED Fund, \$1,000,000.00 to be in the form of a loan, and \$1,000,000.00 to be in the form of a grant**, and thereafter to own and operate the Project for the benefit of the City and the County.
- D. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals.
- E. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include various buildings, structures and works, such as the Project.
- F. The County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- G. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- H. New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- I. The SIED Fund balance is sufficient to make the requested contribution to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

## 5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan One Million Dollars and Zero Cents (\$1,000,000.00)* for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **One Million Dollars and Zero Cents (\$1,000,000.00) with interest on unpaid principal, at an annual per annum rate of 6.37%**, which is the Yakima County Interfund Loan Rate. In the event the contract is executed after December 15, 2023, the parties agree to use the current yield on the date this contract is fully executed by both parties. Interest shall accrue from the date this contract is approved by the County.

**Repayment of principal and interest shall be made in ten annual installments. The first payment shall be due on June 1, 2026, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2035; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.**

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

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

- C. COUNTY GRANT—The County shall grant One Million Dollars and Zero Cents (\$1,000,000.00) to the City for the Project described herein. This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County’s receipt of a signed copy of the Project engineer’s certificate that 50 percent of the work on the Project has been completed and the City’s invoice for said grant.**

**The Project must be at least 50 percent completed three years from the date this contract is approved by the County. If the project is not at least 50 percent complete by this date, the grant portion of this agreement will be terminated and the City will not receive the grant in the amount of One Million Dollars and Zero Cents (\$1,000,000.00).**

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

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

**6. RECORDS, REPORTS AND AUDITS**

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

**7. RELATIONSHIP OF PARTIES AND AGENTS**

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

**8. SUSPENSION, TERMINATION, AND CLOSEOUT**

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

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

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

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

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

**9. COPYRIGHT RESTRICTION**

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

**10. COMPLIANCE WITH LAWS**

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

**11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

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

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

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



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

**13. AGE DISCRIMINATION ACT OF 1975 (As Amended)**

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

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

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

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

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

**16. HOLD HARMLESS AND INDEMNITY**

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

**17. PUBLIC LIABILITY**

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

**18. ASSIGNABILITY**

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



**19. NON-WAIVER**

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

**20. CONTRACT MODIFICATIONS**

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

**21. SEVERABILITY**

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

**22. NOTICES**

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

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

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

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

**23. INTEGRATION**

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

**24. GOVERNING LAW AND VENUE**

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

**25. FILING**

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

\*\*\*\*\*

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

**CITY OF GRANDVIEW**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Gloria Mendoza, Mayor

\_\_\_\_\_  
LaDon Linde, Chair

**Approved as to Form:**

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Quinn Plant, City Attorney

\_\_\_\_\_  
Kyle Curtis, Commissioner

**Approved as to Form:**

**Attest:**

\_\_\_\_\_  
Dan Clark, Deputy Prosecuting Attorney

\_\_\_\_\_  
Anita Palacios, City Clerk

**CONTRACT AUTHORIZATION**

**Attest:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board

\_\_\_\_\_  
Date

**ORDINANCE NO. 2023-20**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 2.48.070 HEADSTONES  
REQUIRING REBAR PINS ON UPRIGHT HEADSTONES**

**WHEREAS**, a cemetery is a place not only for the burial of the dead, but for the expression of love and respect by the living for the dead, it will always be the aim of the City to maintain the City of Grandview Cemetery as a quiet, beautiful memorial to those who have passed on, and,

**WHEREAS**, to attain and maintain a general good affect within the cemetery, it is essential that every part of it be well cared for, the City of Grandview Cemetery through its endowment trust agreement and, by retaining reasonable control of all activities within its grounds, intended to accomplish this end, and,

**WHEREAS**, the City has no desire to interfere with the privileges and tastes of the individual, but in all modern cemeteries, it has been found necessary to formulate Rules and Regulations in order to guard the rights of individuals and to maintain beauty; to insure a respectable manner of reposing of the deceased and a proper observance of the sacredness of the institution, and,

**WHEREAS**, uniformity is, in many respects, important, and one of the main purposes of these Rules and Regulations is to give the City of Grandview Cemetery the legal right to refuse permission of owners of property within the cemetery or niche wall to do things which in its judgment are inappropriate or conflicting with these Rules and Regulations, and,

**WHEREAS**, the rules contained herein have been formulated after careful study and after due consideration of the rules in force in other leading cemeteries of the county, and they have been adopted for the sole purpose of safeguarding the interests of the individual owners of the interment space,

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

**SECTION 1.** Grandview Municipal Code Section 2.48.070 Headstones which reads as follows:

**2.48.070 Headstones.**

A. All headstones shall be set by the city public works department and in accordance with this chapter. Headstones may vary in size; therefore, the maximum allowable headstone sizes are as follows:

1. Single headstones for adult spaces: 12 inches by 24 inches.
2. Double headstones for adult spaces: 12 inches by 36 inches.
3. Single or double headstones in Block 7 (cremation area): eight inches by 16 inches.

4. Double headstones placed between two spaces in Block 7 (cremation area): eight inches by 32 inches.

5. Headstones for child spaces: eight inches by 16 inches.

B. The Public Works Department may require additional information or drawings, as it deems necessary, to ensure that the headstones are set in compliance with this policy.

1. All headstones will be inspected by the public works department prior to being scheduled for setting.

2. All headstones will be set in such a manner so as not to interfere with the maintenance of the grounds.

3. All headstones will be set in concrete with a minimum of six inches along all borders.

4. Upright headstones are allowed in all blocks of the cemetery.

5. All adult and child headstones are to be set in alignment with each row.

6. All headstone setting fees must be paid prior to the setting of a headstone.

7. The installation of markers and of foundations for such markers is made by the city with a proper charge for the material and labor involved.

**Is hereby amended to read as follows:**

**2.48.070 Headstones.**

A. All headstones shall be set by the city public works department and in accordance with this chapter. Headstones may vary in size; therefore, the maximum allowable headstone sizes are as follows:

1. Single headstones for adult spaces: 12 inches by 24 inches.

2. Double headstones for adult spaces: 12 inches by 36 inches.

3. Single or double headstones in Block 7 (cremation area): eight inches by 16 inches.

4. Double headstones placed between two spaces in Block 7 (cremation area): eight inches by 32 inches.

5. Headstones for child spaces: eight inches by 16 inches.

B. The Public Works Department may require additional information or drawings, as it deems necessary, to ensure that the headstones are set in compliance with this policy.

1. All headstones will be inspected by the public works department prior to being scheduled for setting.

2. All headstones will be set in such a manner so as not to interfere with the maintenance of the grounds.

3. All headstones will be set in concrete with a minimum of six inches along all borders.

4. Upright headstones are allowed in all blocks of the cemetery.

5. All adult and child headstones are to be set in alignment with each row.

6. All headstone setting fees must be paid prior to the setting of a headstone.

7. All upright headstones must have a minimum of two ½" rebar pins that attach the top monument to the base. The headstone/monument company must provide the structural pins and are also responsible for having the holes pre-drilled. All ½" rebar pins will be ½" shorter than the space provided.



Due to the various thicknesses of monument bases, the pre-drilled holes shall be as follows:

a. On a base that is 6" thick or thicker, the ½" pre-drilled holes shall be 4" in depth on the base and 4" in depth up into the top monument.

b. On a base that is 4" thick, the ½" pre-drilled holes shall be 2" in depth on the base and 4" in depth up into the top monument.

8. The installation of markers and of foundations for such markers is made by the city with a proper charge for the material and labor involved.

**SECTION 2.** This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 14, 2023.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 11/15/23  
EFFECTIVE: 11/20/23

**ORDINANCE NO. 2023-21**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.010 SETTING  
DOMESTIC WATER RATES**

**WHEREAS**, water service provided by the City of Grandview ("City") is critical to the health and welfare of the citizens of the City; and,

**WHEREAS**, rate adjustments are necessary from time to time to ensure that sufficient revenues exist in the Water/Sewer Fund to properly maintain the citizens' utilities and provide adequate services to City residents and businesses and to adequately service the water/sewer debt issued by the City; and,

**WHEREAS**, Grandview Municipal Code Section 13.28.010 provides for domestic water rates;

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

**Section 1.** Grandview Municipal Code Section 13.28.010, which reads as follows:

**13.28.010 Meter rates and service charges for domestic water consumed.**

2023 meter rates and service charges for domestic water consumed, used, or delivered by or to customers of the water department shall be effective commencing December 15, 2022, and shall be according to the following schedules and classifications of use:

A. The monthly water meter service charge for the different size meters shall be as follows:

<b><u>Meter Size</u></b>	<b><u>Rate</u></b>
5/8 to 3/4 inch	\$24.72
1 inch	\$28.84
1 1/4 inch	\$33.85
1 1/2 inch	\$37.99
2 inch	\$56.31
3 inch	\$74.36
4 inch	\$95.60
6 inch	\$183.23
8 inch	\$369.10

B. In addition to the service charge for each monthly billing period, water usage shall be charged in accordance with the following schedule:

<u>Consumption in Gallons</u>	<u>Rate</u>
1,000 to 3,000	\$0.37
3,001 to 15,000	\$2.28
15,001 to 30,000	\$1.83
30,001 and above	\$1.58

Provided, where more than one meter is used to measure the service, the meter service charge shall be the sum of the charges for the meters so used.

In addition to the charges, applicable Washington State utility tax shall be shown on the billing and collected in accordance with this chapter and GMC 13.28.120.

C. The City shall pay hydrant rental at the following rate per year:

<u>Service Provided</u>	<u>Rate</u>
Hydrant rental	\$1,977.00

D. For all water services outside of city limits, the charge shall be 150 percent of the applicable rate within the city limits, including standby or fire protection service charges; except when property to be served is subject to pending annexation and Yakima County has given the city early transfer of authority as provided in Article G.6 of the Inter-local Agreement for Growth Management Act implementation in Yakima County, adopted by Resolution No. 99-14. In the event such property is not annexed at the next available annexation election date, or other procedure for annexation, said property shall pay at the rate of all other property outside the city limits.

E. Service Charge for Rereading Obstructed Meters. Whenever it is necessary for the meter reader to return to any meter to read the same because of the fact that the meter is covered with debris, dirt, or any other material making access to the meter difficult, a service charge shall be charged each time the meter reader must return to the premises, and the meter reader shall leave a notice with the occupant of the premises, and shall not return more often than each five days. The service charges shall be as follows:

<u>Service Provided</u>	<u>Rate</u>
Obstructed meter reread	\$25.00

F. Service Charge to Turn On a Meter, Create a New Utility Account, Generate a Closing Bill or Generate and Deliver a 24-Hour Notice of Disconnection. A service charge shall be charged to turn on a meter, create a new utility account, generate a closing bill, or generate and deliver a 24-hour notice of disconnection as follows:

<b><u>Service Provided</u></b>	<b><u>Rate</u></b>
24-hour notice of disconnection fee	\$5.00
Turn-on fee	\$25.00
New account fee	\$25.00
Closing bill fee	\$25.00
After hours* nonemergency turn-on fee	\$80.00

\*After hours shall include Monday through Friday after 4:00 p.m. and before 8:00 a.m., weekends and holidays.

***Is hereby amended to read, as follows:***

**Section 1.** Grandview Municipal Code Section 13.28.010, which reads as follows:

**13.28.010 Meter rates and service charges for domestic water consumed.**

2024 meter rates and service charges for domestic water consumed, used, or delivered by or to customers of the water department shall be effective commencing December 15, 2023, and shall be according to the following schedules and classifications of use:

A. The monthly water meter service charge for the different size meters shall be as follows:

<b><u>Meter Size</u></b>	<b><u>Rate</u></b>
5/8 to 3/4 inch	\$25.71
1 inch	\$29.99
1 1/4 inch	\$35.20
1 1/2 inch	\$39.51
2 inch	\$58.56
3 inch	\$77.33
4 inch	\$99.42
6 inch	\$190.56
8 inch	\$383.86

B. In addition to the service charge for each monthly billing period, water usage shall be charged in accordance with the following schedule:

<b><u>Consumption in Gallons</u></b>	<b><u>Rate</u></b>
1,000 to 3,000	\$0.39
3,001 to 15,000	\$2.37
15,001 to 30,000	\$1.90
30,001 and above	\$1.64

Provided, where more than one meter is used to measure the service, the meter service charge shall be the sum of the charges for the meters so used.

In addition to the charges, applicable Washington State utility tax shall be shown on the billing and collected in accordance with this chapter and GMC 13.28.120.

C. The City shall pay hydrant rental at the following rate per year:

<b><u>Service Provided</u></b>	<b><u>Rate</u></b>
Hydrant rental	\$1,977.00

D. For all water services outside of city limits, the charge shall be 150 percent of the applicable rate within the city limits, including standby or fire protection service charges; except when property to be served is subject to pending annexation and Yakima County has given the city early transfer of authority as provided in Article G.6 of the Inter-local Agreement for Growth Management Act implementation in Yakima County, adopted by Resolution No. 99-14. In the event such property is not annexed at the next available annexation election date, or other procedure for annexation, said property shall pay at the rate of all other property outside the city limits.

E. Service Charge for Rereading Obstructed Meters. Whenever it is necessary for the meter reader to return to any meter to read the same because of the fact that the meter is covered with debris, dirt, or any other material making access to the meter difficult, a service charge shall be charged each time the meter reader must return to the premises, and the meter reader shall leave a notice with the occupant of the premises, and shall not return more often than each five days. The service charges shall be as follows:

<b><u>Service Provided</u></b>	<b><u>Rate</u></b>
Obstructed meter reread	\$25.00

F. Service Charge to Turn On a Meter, Create a New Utility Account, Generate a Closing Bill or Generate and Deliver a 24-Hour Notice of Disconnection. A service charge shall be charged to turn on a meter, create a new utility account, generate a closing bill, or generate and deliver a 24-hour notice of disconnection as follows:

<b><u>Service Provided</u></b>	<b><u>Rate</u></b>
24-hour notice of disconnection fee	\$5.00
Turn-on fee	\$25.00
New account fee	\$25.00
Closing bill fee	\$25.00
After hours* nonemergency turn-on fee	\$80.00

\*After hours shall include Monday through Friday after 4:00 p.m. and before 8:00 a.m., weekends and holidays.

**Section 2.** This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 14, 2023.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 11/15/23  
EFFECTIVE: 11/20/23



**ORDINANCE NO. 2023-22**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.050  
SETTING DOMESTIC SEWER RATES**

**WHEREAS**, sewer service provided by the City of Grandview ("City") is critical to the health and welfare of the citizens of the City; and,

**WHEREAS**, rate adjustments are necessary from time to time to ensure that sufficient revenues exist in the Water/Sewer Fund to properly maintain the citizens' utilities and provide adequate services to City residents and businesses and to adequately service the water/sewer debt issued by the City; and,

**WHEREAS**, Grandview Municipal Code Section 13.28.050 provides for domestic sewer rates;

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

**Section 1.** Grandview Municipal Code Section 13.28.050, which reads as follows:

**13.28.050 Sewer rates.**

2023 rates set forth herein shall become effective on December 15, 2022, excluding section B – Rates for Large Industrial Users within the City, which shall become effective on January 1, 2023.

A. **Definitions.** Unless the context specifically indicates otherwise, the meaning of the terms used in this section shall be as defined in GMC 13.04.010.

B. **Rates for Large Industrial Commercial Users within the City.** Sewer rates for large industrial or commercial accounts required to install monitoring stations, to be charged by the City of Grandview for sewer service, are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon the volume and strength of the wastewater discharged as follows:

<b><u>Parameter</u></b>	<b><u>Rate</u></b>
Flow per 1,000 gallon	\$3.4957
BOD per pound	\$0.1070
TSS per pound	\$0.3374

Quantities of flow, BOD and TSS shall be as determined by the City using data and results obtained by the City from the monitoring stations installed by each large industrial or commercial user. The minimum monthly charge for large industrial and

commercial users shall be as follows:

<u>Service Description</u>	<u>Rate</u>
Minimum monthly charge	\$747.83

The minimum monthly charge for separate sanitary waste, as discussed below, shall be included in this minimum amount. The City of Grandview shall charge for sanitary waste flows that do not pass through the industrial monitoring stations for the large industrial or commercial accounts. Such sanitary waste flows shall be determined based on the number of "full-time equivalent" employees employed by the large industrial or commercial user.

"Full-time equivalent" refers to the calculation made to determine the number of employees, both part- and full-time, employed in the City of Grandview, by a particular business. The quarterly Department of Labor and Industries report should be used to determine the number of employee equivalents by dividing the total hours of all classes of workers employed by 520 hours and adding the number of owners, partners, and officers employed in the business and not included above. If the quarterly Department of Labor and Industries report does not accurately reflect the number of employees employed within the City of Grandview, then equivalent quarterly information may be used to determine the number of employee equivalents by dividing the total hours of all classes of workers employed by 520 hours and adding the number of owners, partners and officers employed in the business and not included in the worker hours.

For example: if an industry reported 10,400 hours for the first quarter, the calculation would be:

$$\text{Monthly number of equivalent employees} = 10,400/520 = 20$$

A copy of the report or form used to determine worker hours and "full-time equivalent" employees shall be provided to the City each quarter.

The sanitary waste water flows for a three-month period shall be based on the number of hours reported for the previous quarter and shall be calculated using 300 gallons per employee per day as follows:

$$\text{Monthly flow volume in gallons} = \text{monthly number of equivalent employees times } 300 \text{ gallons per equivalent employee.}$$

For example: using the 20 monthly number of equivalent employees calculated above for the first quarter, the flow volume used for sewer rates for each month of the second quarter would be:

$$\text{Monthly flow volume in gallons} = 20 \times 300 = 6,000 \text{ gallons}$$

Charges by the City of Grandview for such sanitary waste sewer services are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<b><u>Minimum Monthly Charge</u></b>	<b><u>Rate</u></b>
Minimum for 5,000 gallons	\$44.31
Plus for each 1,000 gallons after 5,000 gallons	\$ 5.50

C. **Rates for Residential and Public Users within the City.** Sewer rates for all accounts within the corporate City limits, except industrial, business and commercial accounts, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, as follows. Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<b><u>Minimum Monthly Charge</u></b>	<b><u>Rate</u></b>
Minimum for 5,000 gallons	\$37.44
Plus for each 1,000 gallons after 5,000 gallons	\$ 5.93

Provided, during the irrigation season (March 15th to October 15th – Resolution No. 2004-20) the sewer rate use charge shall be fixed and based upon the average monthly water usage during the non-irrigation season (October 15th to March 15th). During the non-irrigation season, the sewer rate use charge shall be fixed and based upon actual water use.

D. **Rates for Commercial, Business, and Industrial Users within the City.** Sewer rates for commercial, business, and industrial sewer services within the corporate City limits not required to install monitoring stations, with the exception of grocery stores, bakeries, restaurants, and drive-ins, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<b><u>Minimum Monthly Charge</u></b>	<b><u>Rate</u></b>
Minimum for 5,000 gallons	\$37.44
Plus for each 1,000 gallons after 5,000 gallons	\$ 4.65

Commercial, business, and industrial sewer services within the corporate City limits not required to install monitoring stations who lose volume of water through evaporation, irrigation, or in the product may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is

documented through the use of water meters. In such situations, the monthly sewer charges will be based upon the volume of wastewater discharged to the City at the rates specified.

**Sewer rates for grocery stores, bakeries, restaurants, and drive-ins** to be charged by the City of Grandview for sewer services are, until further ordinance by the City council, as follows. Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<u>Minimum Monthly Charge</u>	<u>Rate</u>
Minimum for 5,000 gallons	\$37.44
Plus for each 1,000 gallons after 5,000 gallons	\$ 5.45

E. **Rates outside City.** Sewer rates for all accounts outside the corporate City limits, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, 150 percent of the corresponding rate charged for a similar facility located within the corporate City limits; except when property to be served is subject to pending annexation and Yakima County has given the City early transfer of authority as provided in Article G.6 of the Interlocal Agreement for Growth Management Act implementation in Yakima County, adopted by Resolution No. 99-14. In the event such property is not annexed at the next available annexation election date, said property shall pay at the rate of all other property outside the City limits. Where user is supplied by water from non-City sources, upon demand of the City Council, the supply shall be metered at the owner's expense and the City shall have the right of access to the meter.

F. In addition to all sewer charges, applicable Washington State and local utility taxes shall be shown on the billing and collected in accordance with this chapter and GMC 13.28.120.

G. **Penalty.** The City of Grandview shall charge monetary penalties for slug or accidental discharges of wastes from large industrial or commercial users in accordance with GMC 13.12.120 and, until further ordinance of the City Council, penalties for violation of pH limits in accordance with the following schedule:

Any discharge of wastes from a large industrial or commercial user with a pH lower than five or higher than 11, for an average over a 15-minute period within a 60-minute duration, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works, shall be subject to a penalty as follows per hour for each hour said violation continues to occur. In addition, the City may charge the discharger for actual costs of mitigating the effects of the impact of the discharge on the sewer system and treatment facilities:

<u>Penalty Description</u>	<u>Rate</u>
Slug/accidental discharge	\$359.87 per hour

*Is hereby amended to read, as follows:*

**13.28.050 Sewer rates.**

2024 rates set forth herein shall become effective on December 15, 2023, excluding section B – Rates for Large Industrial Users within the City, which shall become effective on January 1, 2024.

A. **Definitions.** Unless the context specifically indicates otherwise, the meaning of the terms used in this section shall be as defined in GMC 13.04.010.

B. **Rates for Large Industrial Commercial Users within the City.** Sewer rates for large industrial or commercial accounts required to install monitoring stations, to be charged by the City of Grandview for sewer service, are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon the volume and strength of the wastewater discharged as follows:

<u>Parameter</u>	<u>Rate</u>
Flow per 1,000 gallon	\$3.7754
BOD per pound	\$0.1156
TSS per pound	\$0.3644

Quantities of flow, BOD and TSS shall be as determined by the City using data and results obtained by the City from the monitoring stations installed by each large industrial or commercial user. The minimum monthly charge for large industrial and commercial users shall be as follows:

<u>Service Description</u>	<u>Rate</u>
Minimum monthly charge	\$807.66

The minimum monthly charge for separate sanitary waste, as discussed below, shall be included in this minimum amount. The City of Grandview shall charge for sanitary waste flows that do not pass through the industrial monitoring stations for the large industrial or commercial accounts. Such sanitary waste flows shall be determined based on the number of "full-time equivalent" employees employed by the large industrial or commercial user.

"Full-time equivalent" refers to the calculation made to determine the number of employees, both part- and full-time, employed in the City of Grandview, by a particular business. The quarterly Department of Labor and Industries report should be used to determine the number of employee equivalents by dividing the total hours of all classes of workers employed by 520 hours and adding the number of owners, partners, and officers employed in the business and not included above. If the quarterly Department of Labor and Industries report does not accurately reflect the number of employees employed within the City of Grandview, then equivalent quarterly information may be

used to determine the number of employee equivalents by dividing the total hours of all classes of workers employed by 520 hours and adding the number of owners, partners and officers employed in the business and not included in the worker hours.

For example: if an industry reported 10,400 hours for the first quarter, the calculation would be:

Monthly number of equivalent employees =  $10,400/520 = 20$

A copy of the report or form used to determine worker hours and "full-time equivalent" employees shall be provided to the City each quarter.

The sanitary waste water flows for a three-month period shall be based on the number of hours reported for the previous quarter and shall be calculated using 300 gallons per employee per day as follows:

Monthly flow volume in gallons = monthly number of equivalent employees times 300 gallons per equivalent employee.

For example: using the 20 monthly number of equivalent employees calculated above for the first quarter, the flow volume used for sewer rates for each month of the second quarter would be:

Monthly flow volume in gallons =  $20 \times 300 = 6,000$  gallons

Charges by the City of Grandview for such sanitary waste sewer services are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<b><u>Minimum Monthly Charge</u></b>	<b><u>Rate</u></b>
Minimum for 5,000 gallons	\$47.85
Plus for each 1,000 gallons after 5,000 gallons	\$ 5.94

C. **Rates for Residential and Public Users within the City.** Sewer rates for all accounts within the corporate City limits, except industrial, business and commercial accounts, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, as follows. Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<b><u>Minimum Monthly Charge</u></b>	<b><u>Rate</u></b>
Minimum for 5,000 gallons	\$40.44
Plus for each 1,000 gallons after 5,000 gallons	\$ 6.40



Provided, during the irrigation season (March 15th to October 15th – Resolution No. 2004-20) the sewer rate use charge shall be fixed and based upon the average monthly water usage during the non-irrigation season (October 15th to March 15th). During the non-irrigation season, the sewer rate use charge shall be fixed and based upon actual water use.

**D. Rates for Commercial, Business, and Industrial Users within the City.**

Sewer rates for commercial, business, and industrial sewer services within the corporate City limits not required to install monitoring stations, with the exception of grocery stores, bakeries, restaurants, and drive-ins, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<b><u>Minimum Monthly Charge</u></b>	<b><u>Rate</u></b>
Minimum for 5,000 gallons	\$40.44
Plus for each 1,000 gallons after 5,000 gallons	\$ 5.02

Commercial, business, and industrial sewer services within the corporate City limits not required to install monitoring stations who lose volume of water through evaporation, irrigation, or in the product may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented through the use of water meters. In such situations, the monthly sewer charges will be based upon the volume of wastewater discharged to the City at the rates specified.

**Sewer rates for grocery stores, bakeries, restaurants, and drive-ins** to be charged by the City of Grandview for sewer services are, until further ordinance by the City council, as follows. Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<b><u>Minimum Monthly Charge</u></b>	<b><u>Rate</u></b>
Minimum for 5,000 gallons	\$40.44
Plus for each 1,000 gallons after 5,000 gallons	\$ 5.89

**E. Rates outside City.** Sewer rates for all accounts outside the corporate City limits, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, 150 percent of the corresponding rate charged for a similar facility located within the corporate City limits; except when property to be served is subject to pending annexation and Yakima County has given the City early transfer of authority as provided in Article G.6 of the Interlocal Agreement for Growth Management Act implementation in Yakima County, adopted by Resolution No. 99-14. In the event

such property is not annexed at the next available annexation election date, said property shall pay at the rate of all other property outside the City limits. Where user is supplied by water from non-City sources, upon demand of the City Council, the supply shall be metered at the owner's expense and the City shall have the right of access to the meter.

F. In addition to all sewer charges, applicable Washington State and local utility taxes shall be shown on the billing and collected in accordance with this chapter and GMC 13.28.120.

G. **Penalty.** The City of Grandview shall charge monetary penalties for slug or accidental discharges of wastes from large industrial or commercial users in accordance with GMC 13.12.120 and, until further ordinance of the City Council, penalties for violation of pH limits in accordance with the following schedule:

Any discharge of wastes from a large industrial or commercial user with a pH lower than five or higher than 11, for an average over a 15-minute period within a 60-minute duration, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works, shall be subject to a penalty as follows per hour for each hour said violation continues to occur. In addition, the City may charge the discharger for actual costs of mitigating the effects of the impact of the discharge on the sewer system and treatment facilities:

<b><u>Penalty Description</u></b>	<b><u>Rate</u></b>
Slug/accidental discharge	\$388.66 per hour

**Section 2.** This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 14, 2023.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 11/15/23

EFFECTIVE: 11/20/23

**ORDINANCE NO. 2023-23**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.085  
SETTING GARBAGE RATES**

**WHEREAS**, garbage collection service provided by the City of Grandview ("City") is critical to the health and welfare of the citizens of the City; and,

**WHEREAS**, rate adjustments are necessary from time to time to ensure that sufficient revenues exist in the Garbage Fund to properly adequate services to City residents and businesses; and,

**WHEREAS**, Grandview Municipal Code subsection 13.28.085 provides for garbage rates;

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

**Section 1.** Grandview Municipal Code subsection 13.28.085, which reads as follows:

**13.28.085 Garbage Rates.** 2021 rates for solid waste set forth herein shall become effective on December 15, 2020 as follows:

A. The monthly solid waste charge for the different-sized containers picked up one time per week shall be as follows:

**90-Gallon Containers**

1 can	\$14.23
2 cans	\$28.46
3 cans	\$42.69
4 cans	\$56.92

**300-Gallon Containers**

1 can	\$46.87
2 cans	\$93.75
3 cans	\$140.62
4 cans	\$187.50

B. All users sharing one-third of a 300-gallon container shall be charged at the rate of \$14.23 per monthly billing period for one pick-up per week.

C. Multiple-family residences using 300-gallon containers shall be charged at the rate of \$14.23 per billing period per dwelling unit.

D. All users who have multiple pick-ups per week shall be charged per month by multiplying the number of pick-ups per week by the number of containers picked up.

E. Other service charges are as follows:

Return call-out all size containers, per container	\$29.84
Overfilled container charge	\$3.73
Replace damaged/destroyed container	\$149.39
Dumpster drop-off at public works shop per pickup size load	\$8.98

*is hereby amended to read as follows:*

**13.28.085 Garbage Rates.** 2024 rates for solid waste set forth herein shall become effective on December 15, 2023 as follows:

A. The monthly solid waste charge for the different-sized containers picked up one time per week shall be as follows:

90-Gallon Containers

1 can	\$14.52
2 cans	\$29.03
3 cans	\$43.54
4 cans	\$58.06

300-Gallon Containers

1 can	\$47.81
2 cans	\$95.63
3 cans	\$143.43
4 cans	\$191.25

B. All users sharing one-third of a 300-gallon container shall be charged at the rate of \$14.52 per monthly billing period for one pick-up per week.

C. Multiple-family residences using 300-gallon containers shall be charged at the rate of \$14.52 per billing period per dwelling unit.

D. All users who have multiple pick-ups per week shall be charged per month by multiplying the number of pick-ups per week by the number of containers picked up.

E. Other service charges are as follows:

Return call-out all size containers, per container	\$30.44
Overfilled container charge	\$3.81
Replace damaged/destroyed container	\$152.38
Dumpster drop-off at public works shop per pickup size load	\$9.16

**Section 2.** This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 14, 2023.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 11/15/23  
EFFECTIVE: 11/20/23

**ORDINANCE NO. 2023-24**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.060(B)  
SETTING IRRIGATION WATER RATES**

**WHEREAS**, irrigation water service provided by the City of Grandview (“City”) is critical to the health and welfare of the citizens of the City; and,

**WHEREAS**, rate adjustments are necessary from time to time to ensure that sufficient revenues exist in the Irrigation Fund to properly maintain the citizens’ utilities and provide adequate services to City residents and businesses; and,

**WHEREAS**, Grandview Municipal Code subsection 13.28.060(B) provides for irrigation water rates;

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

**Section 1.** Grandview Municipal Code subsection 13.28.060(B), which reads as follows:

**13.28.060(B) Irrigation Rates.**

2023 irrigation rates shall become effective commencing January 1, 2023, as follows:

1. For land serviced by pressure irrigation, the service rate shall be \$0.020261 per square foot and the minimum charge per property shall be the sum of \$121.67 per year.

2. For land served by gravity flow where the city is responsible for maintenance, the service rate shall be \$0.004607 per square foot or \$200.64 per acre, and the minimum charge per property shall be the sum of \$80.58 per year.

3. For lands served by gravity flow, where the city is not responsible for maintenance or where no water is delivered, the service rate shall be \$0.002345 per square foot or \$102.05 per acre per year or \$42.65 minimum charge per year per property owner.

***is hereby amended to read as follows:***



**13.28.060(B) Irrigation Rates.**

2024 irrigation rates shall become effective commencing January 1, 2024, as follows:

1. For land serviced by pressure irrigation, the service rate shall be \$0.021882 per square foot and the minimum charge per property shall be the sum of \$131.40 per year.

2. For land served by gravity flow where the city is responsible for maintenance, the service rate shall be \$0.004976 per square foot or \$216.69 per acre, and the minimum charge per property shall be the sum of \$87.03 per year.

3. For lands served by gravity flow, where the city is not responsible for maintenance or where no water is delivered, the service rate shall be \$0.002533 per square foot or \$110.21 per acre per year or \$46.06 minimum charge per year per property owner.

**Section 2.** This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 14, 2023.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 11/15/23  
EFFECTIVE: 11/20/23

**RESOLUTION NO. 2023-69**

**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 November 14, 2023.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

WSDOT Contact: Jeff Petterson  
WSDOT E-mail: [Jeff.Petterson@wsdot.wa.gov](mailto:Jeff.Petterson@wsdot.wa.gov)  
WSDOT Phone: 360-485-3933

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

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
<b>Total Project Cost</b>	<b>100%</b>	<b>\$ 404,230</b>	<b>\$ -</b>	<b>\$ 404,230</b>

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

**Project Milestones**

<b>Phases</b>	<b>Date</b>
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 any time 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