

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, NOVEMBER 28, 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.

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| A. Minutes of the November 14, 2023 Committee-of-the-Whole meeting | 1-6 |
| B. Minutes of the November 14, 2023 Council meeting | 7-13 |
| C. Payroll Check Nos. 13625-13641 in the amount of \$106,857.70 | |
| D. Payroll Electronic Fund Transfers (EFT) Nos. 61190-61194 in the amount of \$98,439.04 | |
| E. Payroll Direct Deposit 11/1/23-11/15/23 in the amount \$134,507.22 | |
| F. Claim Check Nos. 127729-127837 in the amount of \$1,141,345.69 | |
- 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).

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| A. Public Hearing – 2024 Preliminary Budget | 14-15 |
| B. Public Hearing – Surplus City-Owned Property | 16-17 |
| C. Resolution No. 2023-70 declaring property purchased by the Water Utility Fund surplus and transferring said property to the Cemetery Fund | 18-20 |

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|---|-------------|
| D. Resolution No. 2023-71 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates Addendum III | 21-22 |
| E. Resolution No. 2023-72 authorizing the Mayor to sign the 2024 Interlocal Corrections/ Detention Agreement with Yakima County | 23-35 |
| F. Resolution No. 2023-73 approving Task Order No. 2023-02 Amendment No. 1 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements | 36-38 |
| G. Resolution No. 2023-74 approving the final plat of Euclid Meadows PUD – Phase 2 located on North Euclid Road | 39-42 |
| H. Resolution No. 2023-75 authorizing the Mayor to enter into an Agreement for Professional Services with HLA Engineering and Land Surveying, Inc., for the years 2024, 2025 and 2026 | 43-56 |
| I. Ordinance No. 2023-25 amending the 2023 Annual Budget | 57-58 |
| J. Resolution No. 2023-76 approving the final plat of Grandridge Estates – Phase 5 located on Grandridge Road | 59-63 |
| K. Resolution No. 2023-77 approving the final plat of Eldorado Estates – Phase 1 located on Wilson Highway | 64-67 |
| 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 28, 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/86145734701?pwd=Ymxrc2U1QWVjYW1mMUNTbFRDeU01dz09>

To join via phone: +1 253 215 8782

Meeting ID: 861 4573 4701

Passcode: 644415

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
NOVEMBER 14, 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), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

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

3. PUBLIC COMMENT – None

4. NEW BUSINESS

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

Police Chief Fuller explained that the City of Grandview and City of Sunnyside enter into yearly contracts for jail services. This contract was an Interlocal Agreement outlining the specifics regarding the treatment, costs and housing of inmates within Sunnyside jail. This agreement allowed prisoners to be routinely housed in Sunnyside jail. The Addendum III of the Interlocal Agreement with City of Sunnyside was the same as previous year's agreements. The only change was an increase in per day rates of \$65.10.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates Addendum III to the November 28, 2023 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes

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

B. Resolution authorizing the Mayor to sign the 2024 Interlocal Corrections/ Detention Agreement with Yakima County

Police Chief Fuller explained that the City and Yakima County Department of Corrections (YCDOC) enter into yearly contracts for inmate housing services. This contract was an Interlocal Agreement outlining the specifics regarding the treatment, costs, and housing of inmates within the Yakima County jail. Grandview prisoners in transition from one jurisdiction to another would be temporarily held with Yakima County until they could be transported to another facility. Grandview was charged for this temporary housing. If Sunnyside jail was unable to accommodate a prisoner, that prisoner could be housed with YCDOC. The 2024 Interlocal Agreement with Yakima County was similar to previous agreements. The change in 2024 was an increase in per-day rates to \$114.11 for regular housing and \$154.04 for special housing. This agreement would continue to allow prisoners to be temporarily housed with Yakima County. The 2024 Interlocal Agreement was reviewed by the City Attorney.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Barrientes, the C.O.W. moved a resolution authorizing the Mayor to sign the 2024 Interlocal Corrections/ Detention Agreement with Yakima County to the November 28, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

C. Municipal Engineering Services Request for Statement of Qualifications (2024-2026) – HLA Engineering and Land Surveying, Inc.

City Administrator Fisher explained that the City's Professional Municipal Engineering Services Agreement with HLA Engineering and Land Surveying, Inc., for the years 2021-2023 would expire December 31, 2023. The City advertised for Municipal Engineering Services Request for Statement of Qualifications and received five (5) proposals for a new three-year agreement from 2024-2026. The five (5) engineering firms and evaluation combined scores were as follows:

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

- Budinger & Associates, Spokane Valley, WA – 124

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

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. approved the selection of HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm and directed staff to negotiate a three-year engineering services agreement, in accordance with State Law, to a regular Council meeting for consideration.

Roll Call Vote:

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

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

Public Works Director Mejia explained that Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth and Elm Street Resurfacing Improvements was originally approved by City Council by Resolution No. 2023-05 on January 24, 2023. Amendment No. 1 to Task Order No. 2023-02 was to add tasks for the design of Change Order 1 and coordination of traffic loop replacement, along with providing four additional working days to the construction engineering contract. He presented Amendment No. 1 to Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street and Elm Street Resurfacing Improvements. The total project estimated original fee was \$123,760.00 for phases 1.0 and 2.0. Per Task Order No. 2023-02 - Amendment No. 1, the total fee would be \$133,760 by supplementing the following to the original Task Order in the amount of \$10,000.00.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Diaz, the C.O.W. moved a resolution approving Task Order No. 2023-02 Amendment No. 1 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements to the November 28, 2023 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Barrientes – Yes
- Councilmember Diaz – Yes
- Councilmember Flores – Yes

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

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

City Administrator Arteaga explained that at the November 9, 2021 meeting, Council adopted Ordinance No. 2021-19 approving the final Planned Unit Development of “Euclid Meadows PUD” and approved the preliminary plat of Euclid Meadows PUD. Following approval of the preliminary plat, the developer proceeded with the public infrastructure improvements for Euclid Meadows PUD subject to the conditions as outlined in the Hearing Examiner’s report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. On April 25, 2023, Council adopted Resolution No. 2023-25 approving the final plat of Euclid Meadows PUD – Phase 1. Hayden Homes, LLC has completed the construction of the public infrastructure for Phase 2 in accordance with the approved plans and specifications. The final plat map for Euclid Meadows PUD – Phase 2 was presented.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Ozuna, the C.O.W. moved a resolution approving the final plat of Euclid Meadows PUD – Phase 2 located on North Euclid Road to the November 28, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

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

City Administrator Arteaga explained that the City applied for grant funding through the Washington State Department of Transportation to improve the City’s existing Park and Ride located on Wine Country Road. The City was awarded a Regional Mobility Grant Program Capital Construction Grant to revitalize the City’s existing Park and Ride on Wine Country Road which would add transit opportunities and complete the multi-modal capabilities. The funding would include the following amenities:

- EV charging stations
- Bus cover with bench
- Bike rack

- Concrete wheel stops
- Asphalt overlay and new striping
- Concrete sidewalk

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign the Regional Mobility Grant Program Capital Construction Grant Agreement between the City and the Washington State Department of Transportation for the Wine Country Road Park and Ride to 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 Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

G. Ordinance amending the 2023 Annual Budget

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

- **Current Expense Fund:** Increased revenues for Building Permits. Increased appropriations for Advertising, Patrol Overtime, Professional Services – Jail Costs and Parks Maintenance Regular Salaries and Wages. Net effect was an increase in estimated ending fund balance.
- **Street Fund:** Increased revenues for Regional Mobility Grant – Wine Country Road Sidewalk, Pathway and Park & Ride project. Increased appropriations for Wine Country Road Sidewalk, Pathway and Park & Ride project. Net effect was no change in estimated ending fund balance.
- **Transportation Benefit District Fund:** Increased appropriations for Wine Country Road Sidewalk, Pathway and Park & Ride project. Net effect was a decrease in estimated ending fund balance.
- **Cemetery Fund:** Increased appropriations for Transfer Out – Cemetery Endowment. Net effect was a decrease in estimated ending fund balance.
- **Water Fund:** Increased revenues for DWSRF Loan – New 3MG Reservoir. Increase appropriations for New 3MG Reservoir project. Net effect was no change in estimated ending fund balance.
- **Solid Waste Fund:** Increased appropriations for Regular Salaries & Wages and Tipping Fees. Net effect was a decrease in estimated ending fund balance.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Ozuna, the C.O.W. moved an ordinance amending the 2023 Annual Budget to the November 28, 2023 regular Council meeting for consideration.

Roll Call Vote:

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

5. OTHER BUSINESS

Public Works Director – City Administrator Fisher introduced Hector Mejia as the City's new Public Works Director.

ARPA Funding – City Treasurer Cordray stated that there were remaining funds to be obligated of the ARPA funding. With the budget process nearing completion, he suggested that the ARPA Committee meet to obligate the remaining funds.

Cemetery Improvement Committee – Councilmember Diaz reported that the Cemetery Improvement Committee met on November 13th with HLA staff to discuss various elements intended for the future expansion of the cemetery. Elements of discussion included driveways, parking, landscaping, fencing, gates and a covered area for funeral services. The Committee planned to visit area cemeteries for additional ideas.

City Administrator Fisher noted that due to limited funding for the cemetery improvements, Council might consider allocating ARPA funding towards the project.

Dog Park Parties – Councilmember Souder reported that a dog birthday party was held at the dog park.

6. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Barrientes, the C.O.W. meeting adjourned at 6:40 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
NOVEMBER 14, 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), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Public Works Director 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 November 14, 2023 regular meeting agenda as presented.

Roll Call Vote:

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

4. PRESENTATIONS – None

5. PUBLIC COMMENT

Mayor Mendoza read a message to the citizens of Grandview, Council and staff, a copy of which is attached hereto and incorporated herein as part of these minutes.

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 23, 2023 Special Budget meeting**
- B. Minutes of the October 24, 2023 Committee-of-the-Whole meeting**
- C. Minutes of the October 24, 2023 Council meeting**
- 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**

Roll Call Vote:

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

7. ACTIVE AGENDA

- A. Ordinance No. 2023-17 levying the 2024 ad valorem property taxes and excess levy taxes**

This item was previously discussed at the October 24, 2023 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Diaz, Council approved Ordinance No. 2023-17 levying the 2024 ad valorem property taxes and excess levy taxes.

Roll Call Vote:

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

B. Ordinance No. 2023-18 increasing the 2024 property tax levy for the City of Grandview above the “limit factor” up to 101 percent

This item was previously discussed at the October 24, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2023-18 increasing the 2024 property tax levy for the City of Grandview above the “limit factor” up to 101 percent.

Roll Call Vote:

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

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

This item was previously discussed at the October 24, 2023 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Ozuna, Council approved 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.

Roll Call Vote:

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

D. Ordinance No. 2023-20 amending Grandview Municipal Code Section 2.48.070 Headstones requiring rebar pins on upright headstones

This item was previously discussed at the October 24, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Barrientes, Council approved Ordinance No. 2023-20 amending Grandview Municipal Code Section 2.48.070 Headstones requiring rebar pins on upright headstones.

Roll Call Vote:

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

E. Ordinance No. 2023-21 amending Grandview Municipal Code Section 13.28.010 setting domestic water rates

This item was previously discussed at the October 23, 2023 Special Budget meeting.

On motion by Councilmember Diaz, second by Councilmember Moore, Council approved Ordinance No. 2023-21 amending Grandview Municipal Code Section 13.28.010 setting domestic water rates.

Roll call Vote:

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

F. Ordinance No. 2023-22 amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates

This item was previously discussed at the October 23, 2023 Special Budget meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Ordinance No. 2023-22 amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates.

Roll Call Vote:

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

G. Ordinance No. 2023-23 amending Grandview Municipal Code Section 13.28.085 setting garbage rates

This item was previously discussed at the October 23, 2023 Special Budget meeting.
On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Ordinance No. 2023-23 amending Grandview Municipal Code Section 13.28.085 setting garbage rates.

Roll Call Vote:

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

H. Ordinance No. 2023-24 amending Grandview Municipal Code Section 13.28.060(B) setting irrigation rates

This item was previously discussed at the October 23, 2023 Special Budget meeting.

On motion by Councilmember Rodriguez, second by Councilmember Flores, Council approved Ordinance No. 2023-24 amending Grandview Municipal Code Section 13.28.060(B) setting irrigation rates.

Roll Call Vote:

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

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**

This item was previously discussed at the November 14, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved 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.

Roll Call Vote:

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

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

9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None

10. **MAYOR & COUNCILMEMBER REPORTS** – None

11. **ADJOURNMENT**

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

Mayor Gloria Mendoza

Anita Palacios, City Clerk



November 14, 2023

As I prepared for today's meeting, I looked back and reflected on the many positive things that we've accomplished together. First and foremost, I want to give God all the glory and honor for the many accomplishments we have had in the last 5 years. Without God's help, we would not have had all the accomplishments. I spent five years as your mayor, and in this time together we faced a pandemic. We helped support our local small commercial businesses by providing much-needed funding, and we were able to recruit six new businesses to locate in Grandview. In the last five years, we have seen much-needed housing development, and we have also seen positive commercial growth and infrastructure improvements. We strengthened our partnerships with our elected officials in Olympia and our elected officials in Yakima County as well. We have seen many first-time accomplishments for Grandview. First McDonalds, First Truck Plaza, First Hotel, and First Small Business Grants, just to mention a few. You should be proud!

Second, I want to thank you, City Council. I am honored to have had the opportunity to work with a team of council members who rolled up their sleeves and got to work. The City of Grandview is blessed to have a City Council Board that is honest, forward-thinking, and most importantly, always looking for ways to improve the quality of life for those we represent. I am certain that you will continue to protect the integrity of the city of Grandview. The city of Grandview is known as the poster city of Yakima County. This has not come without deliberate and honest work.

We are also blessed and thankful to have an experienced city administrator who has dedicated his entire career to Grandview. With his leadership, we built a team of dedicated and outstanding department directors who have dedicated themselves to making this job their "career" These employees are committed and will work long hours to get the job done and done right! In my term as mayor, I was often congratulated by others on how our staff just gets the job done!

I have truly cherished these last five years, and I will always look back and say, "I was part of that improvement and/or addition". I am hopeful that the city will continue to thrive under our future leadership.

Thank you, Council; thank you, staff; and thank you, Grandview. God bless you all.



**CITY OF GRANDVIEW
NOTICE OF FILING AND PUBLIC HEARING
2024 PRELIMINARY BUDGET**

NOTICE IS HEREBY GIVEN that the Mayor of the City of Grandview has filed the 2024 Preliminary Budget with the City Clerk. Copies of the Preliminary Budget will be available to the public on Thursday, November 9, 2023. To request a copy, please call City Hall at (509) 882-9200 or email anitap@grandview.wa.us. The Preliminary Budget is also available on the City's website at www.grandview.wa.us.

The City Council will conduct a Public Hearing on the 2024 Preliminary Budget on **Tuesday, November 28, 2023, 7:00 p.m.** The public is invited to attend this hearing and provide written and oral comments on the proposed Budget. The hearing will be held in person and via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/86145734701?pwd=Ymxrc2U1QWVjYW1mMUNTbFRDeU01dz09>

To join via phone: +1 253 215 8782

Meeting ID: 861 4573 4701

Passcode: 644415

If you have a disability for which you will need reasonable accommodations, please contact the City Clerk, at the preceding address or telephone (509) 882-9200 one week prior to the meeting.

CITY OF GRANDVIEW

Anita G. Palacios, MMC
City Clerk

Publish: Grandview Herald – November 1 & 8, 2023

**CITY OF GRANDVIEW
CITY COUNCIL**

PUBLIC HEARING PROCEDURE

THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS:

MAYOR

1. The public hearing for the purpose of receiving comments on the **2024 Preliminary Budget** is now open.
2. Comments received by mail will now be entered in the record. The City Clerk will read any received.
3. As this public hearing must proceed in an orderly fashion, I am asking your cooperation in the following procedure:
 - a. When you address the Council begin by stating your name and address for the record.
 - b. Speak slowly and clearly.
 - c. You will be allowed three (3) minutes to comment.
 - d. If additional time is needed, it will be provided after everyone has had an opportunity to comment.
4. The public testimony portion of this hearing is now closed. No further comments will be received.



**CITY OF GRANDVIEW
NOTICE OF PUBLIC HEARING
SURPLUS CITY-OWNED PROPERTY**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grandview, Washington, will conduct a public hearing on **TUESDAY, NOVEMBER 28, 2023 at 7:00 p.m.**, in the Council Chambers at City Hall, 207 West Second Street, Grandview, WA, pursuant to RCW 35.94.040, for the purposes of considering whether City-owned property should be declared surplus to the municipal water utility fund. The City-owned property involved, Yakima County Parcel No. 230913-31003 consisting of 9.58 acres is located adjacent to the City's Public Works Department at 603 North Willoughby Road, Grandview, WA.

All persons are invited to appear and provide comments. Comments may also be submitted in writing to the City Clerk, 207 West Second Street, Grandview, WA 98930 until 5:00 p.m., the day of the hearing and will be entered into the record. Grandview City Hall is handicap accessible. Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 24-hour advance notice by contacting City Clerk Anita Palacios at (509) 882-9200 or anitap@grandview.wa.us.

CITY OF GRANDVIEW

Anita G. Palacios, MMC
City Clerk

Publish: Grandview Herald – Wednesday, October 25, 2023

CITY OF GRANDVIEW CITY COUNCIL

PUBLIC HEARING PROCEDURE

THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS:

MAYOR

1. The public hearing for the purpose of receiving comments on whether City-owned property should be declared surplus to the municipal water utility fund is now open.
2. Before hearing from the public, City Administrator/Public Works Director Cus Arteaga will present the staff report.
3. Comments received by mail will now be entered in the record. The City Clerk will read any received.
4. As this public hearing must proceed in an orderly fashion, I am asking your cooperation in the following procedure:
 - a. When you address the Council begin by stating your name and address for the record.
 - b. Speak slowly and clearly.
 - c. You will be allowed three (3) minutes to comment.
 - d. If additional time is needed, it will be provided after everyone has had an opportunity to comment.
5. The public testimony portion of this hearing is now closed. No further comments will be received.

RESOLUTION NO. 2023-70

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
DECLARING PROPERTY PURCHASED BY THE WATER UTILITY FUND
SURPLUS AND TRANSFERRING SAID PROPERTY TO THE CEMETERY FUND**

WHEREAS, the City owns approximately 9.58 acres of real property located adjacent to the City's Public Works Department at 603 North Willoughby Road, Grandview, Washington, Yakima County Parcel No. 230913-31003 (the "Property").

WHEREAS, the Property was purchased in 1977 with funds from the municipal water utility fund and, at the time, was intended for future use in connection with the provision and/or maintenance of municipal utilities; and

WHEREAS, the City no longer intends to use the Property in connection with the provisions and/or maintenance of municipal utilities and the Property is surplus to the City's needs insofar as those needs relate to municipal utilities; and

WHEREAS, while the Property is no longer intended for use in connection with the provision and/or maintenance of municipal utilities, the water utility fund incurs ongoing expenses associated with maintaining the Property; and

WHEREAS, the City has identified a need for property on which to expand the City of Grandview Cemetery and the Property has been identified as suitable to these needs; and

WHEREAS, the City Council on November 28, 2023 convened a public hearing for purposes of considering whether the Property should be declared surplus to the municipal water utility fund and conveyed to the cemetery fund, as required by RCW 35.94.040; and

WHEREAS, as consideration for conveying the Property to the cemetery fund, the water utility fund will be absolved of ongoing responsibility for maintaining the Property,

WHEREAS, as additional consideration for conveying the Property to the cemetery fund, the City has committed to use the Property for purposes of expanding the City of Grandview Cemetery for the benefit of residents of the City of Grandview,

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

The Property is hereby declared surplus to the needs of the water utility fund and shall be disposed of by way of transfer/conveyance to the cemetery fund in exchange for fair market value. By way of fair market value, the water utility fund is absolved from ongoing costs associated with maintaining the Property and the City warrants that the Property will be used for the purposes of expanding the City of Grandview Cemetery for the benefit of the residents of the City of Grandview.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 28, 2023.

MAYOR

ATTEST:

CITY CLERK

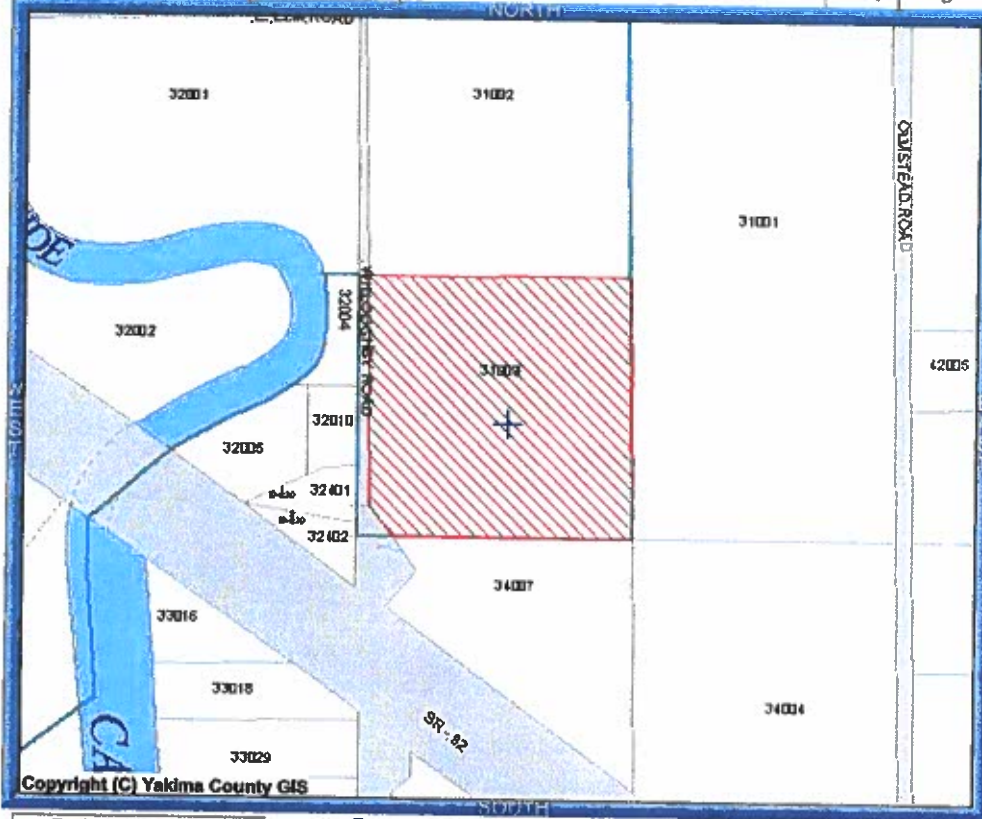
APPROVED AS TO FORM:

CITY ATTORNEY



Assessor Planning Real Estate

FAQ Help Legend Search Tools Overview



Search By: Parcel Number

Parcel #:

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

Search

MapScale: 1 inch = 400 ft.

Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

Maps brought to you by:

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

Eastings(ft) | Northings(ft) Longitude(E) | Latitude(N)

Click Map to: [Get Information](#)

One Inch = 400 Feet
Feet 200 400 600

| PROPERTY PHOTOS | | PROPERTY INFORMATION AS OF: 10/16/2023 11:00:35 PM | | | | PRINTING | | | |
|---|------------|--|--|--------------|--------------|--|---------------------------|--|---------|
| | | Parcel Address: | 603 N WILLOUGHBY RD, GRANDVIEW, WA 98930 | | | <input type="button" value="Print"/> <input type="button" value="Print Page"/> <input type="button" value="Print Legend"/> <input type="button" value="Print Map"/> | | | |
| | | Parcel Owner(s): | GRANDVIEW CITY | | | | | | |
| | | Parcel Number: | 23091331003 | Parcel Size: | 9.58 Acre(s) | | | | |
| | | Property Use: | 76 Parks | | | | | | |
| TAX AND ASSESSMENT INFORMATION | | | | | | | | | |
| Tax Code Area (TCA): | | 440 | Tax Year: | | 2024 | <input type="button" value="Section Maps"/> <input type="button" value="QIR Section Maps"/> | | | |
| Improvement Value: | | \$7400 | Land Value: | | \$119800 | | | | |
| Current Use Value: | | \$0 | Current Use Improvement: | | \$0 | | | | |
| New Construction: | | \$0 | Total Assessed Value: | | \$127200 | | | | |
| RESIDENTIAL INFORMATION | | | | | | | | | |
| Quality | Year Built | Stories | Main SqFt | Upper SqFt | Bsmt SqFt | Bedrooms | Bathrooms (full/3/4, 1/2) | Garage (bsmt/at/bl/in) | Carport |
| No Residence Information Found. | | | | | | | | | |
| SALE INFORMATION | | | | | | | | <input type="button" value="Section Maps"/> <input type="button" value="QIR Section Maps"/> | |
| Excise | Sale Date | Sale Price | Grantor | | | Portion | | | |
| No Sales Information Found. | | | | | | | | | |
| DISCLAIMER | | | | | | | | | |
| While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or email us . | | | | | | | | | |

| OVERLAY INFORMATION | | | |
|--|-----------|--------------------------------|---------------------------|
| Zoning: | | Jurisdiction: | Grandview |
| Urban Growth Area: | Grandview | Future Landuse Designation: | (Yakima County Plan 2015) |
| FEMA 100 Year: | FEMA Map | FIRM Panel Number: | 53077C1925D |
| LOCATION INFORMATION | | | |
| + Latitude: 46° 15' 46.413" | | + Longitude: -119° 53' 16.294" | |
| Narrative Description: SW1/4 NE1/4 SW1/4, EX W 20 FT FOR RD. EX SR-82 R/W | | Range: 23 | Township: 09 Section: 13 |
| DISCLAIMER | | | |
| MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION | | | |

RESOLUTION NO. 2023-71

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

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 28, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



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

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

ADDENDUM III

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

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

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

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

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

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

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

The remainder of the original Agreement remains unchanged.

CITY OF SUNNYSIDE

[Signature]
City Manager

DATE: 10/21/23

ATTEST:

[Signature]
City Clerk

CITY CONTRACT NO:
RESOLUTION NO:
COUNCIL MTG:

City of Grandview

[Signature line]

DATE:

City Clerk

RESOLUTION NO. 2023-72

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

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

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 28, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**2024 INTERLOCAL
CORRECTIONS/DETENTION AGREEMENT**

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

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

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

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

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

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

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

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

4. **Charges and Other Services.**

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

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

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

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

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

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

5. **Prisoner Delivery and Notification.**

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

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

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

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

6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.
7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.
8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.
9. **Hold Harmless.**

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

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

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

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

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

10. **Medical.**

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

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

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

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

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

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

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

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

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

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

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

CITY OF GRANDVIEW

Mayor/City Manager

Approved as to form this
____ day of _____

Attest:

Jennifer Lawrence
Clerk of the Board

Approved as to Form:

Stefanie Weigand,
Senior Deputy Prosecuting Attorney

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

LaDon Linde, Chairman

Amanda McKinney, Commissioner

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

Attachment A

YAKIMA COUNTY INMATE HOUSING AGREEMENT - 2024

Detention/Correction Rates:

Daily Housing:

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

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

Set Bed Agreement:

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

ATTACHMENT B

MEDICAL ACCEPTABILITY

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

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

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

RESOLUTION NO. 2023-73

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

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

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on November 28, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AMENDMENT NO. 1

TASK ORDER NO. 2023-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

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

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

REASON FOR AMENDMENT NO. 1:

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

SCOPE OF SERVICES:

2.0 Construction Engineering

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

TIME OF PERFORMANCE:

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

2.0 Construction Engineering

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

FEE FOR SERVICE:

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

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

2.0 Construction Engineering

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

Proposed:  11/01/2023
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, PE, President

Approved: _____ Date _____
City of Grandview
Gloria Mendoza, Mayor

RESOLUTION NO. 2023-74

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

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

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

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 28, 2023.

MAYOR

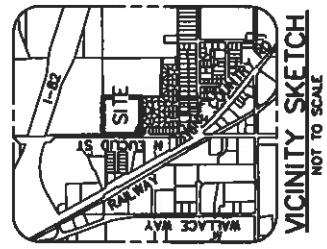
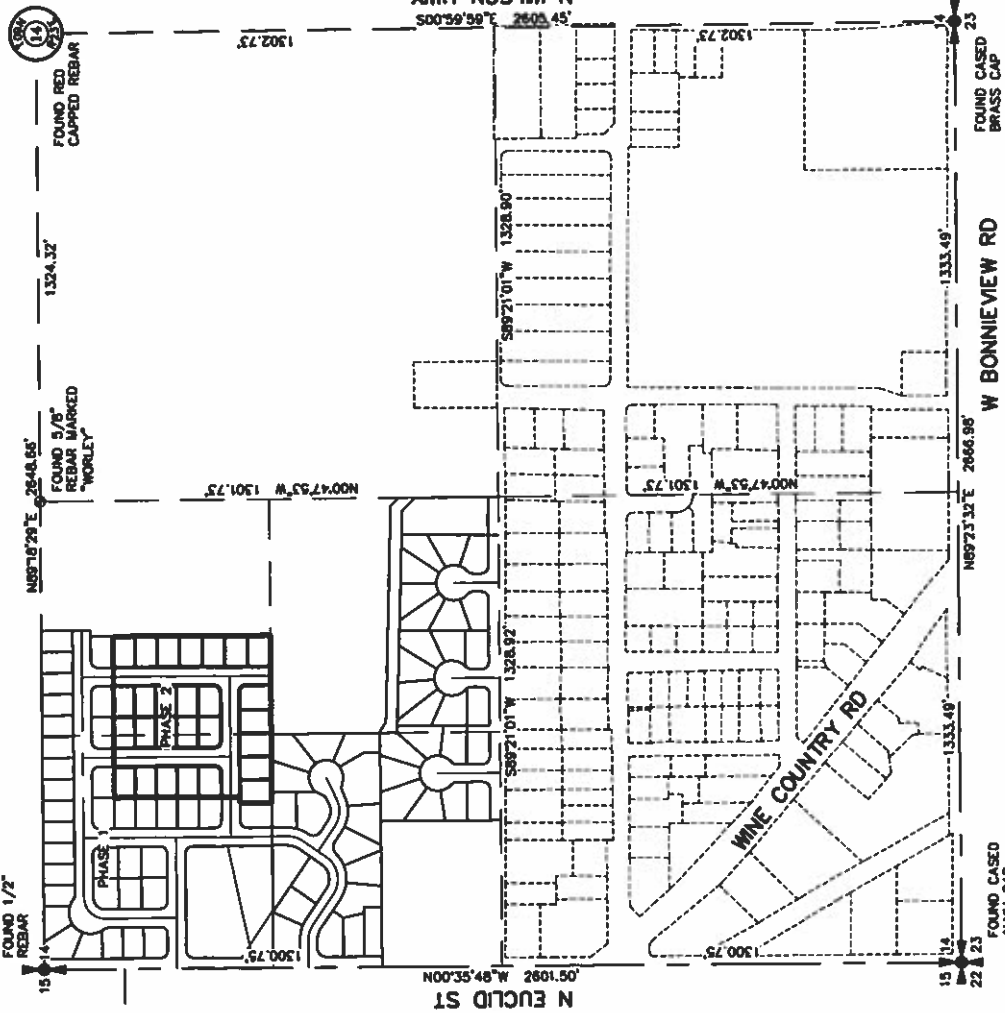
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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



| BEARING | DISTANCE | PLAT CLOSURE | SOUTH | EAST | WEST |
|--------------|----------|--------------|----------|----------|----------|
| N00°35'48" W | 445.72 | 445.6958 | 0.0000 | 0.0000 | 4.6416 |
| S89°24'12" W | 88.00 | 0.0000 | 0.9165 | 0.0000 | 87.9982 |
| S00°35'48" E | 0.38 | 0.0000 | 0.3800 | 0.0000 | 0.0000 |
| S89°24'12" W | 280.00 | 0.0000 | 2.9162 | 0.0000 | 279.8848 |
| S00°35'48" E | 0.38 | 0.0000 | 0.3800 | 0.0000 | 0.0000 |
| S89°24'12" W | 88.00 | 0.0000 | 0.9165 | 0.0000 | 87.9982 |
| S00°35'48" E | 356.55 | 0.0000 | 368.5307 | 0.0000 | 0.0000 |
| S89°19'45" W | 18.48 | 0.0000 | 0.2164 | 0.0000 | 18.4787 |
| S00°40'15" E | 89.00 | 0.0000 | 88.9939 | 1.0420 | 0.0000 |
| N89°19'45" E | 474.37 | 5.3535 | 0.0000 | 474.3375 | 0.0000 |
| | | 431.2504 | 431.2501 | 479.1004 | 479.0956 |

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

- LEGEND**
- SET 5/8" REBAR W/ BLUE PLASTIC CAP
 - MARKED "STRATTON DCI 46886"
 - MARKED "STRATTON DCI 46886"
 - FOUND AS INDICATED
 - FOUND MONUMENT AS INDICATED
 - FOUND MONUMENT LS 46886
 - SET CASED MONUMENT MARKED "46886"
 - EASEMENT
 - PROPERTY BOUNDARY
 - CENTERLINE
 - G.L.S. PARCELS

PLAT FOR
HAYDEN HOMES



STRATTON SURVEYING & MAPPING P.C.
 317 NORTH ARBOR STREET
 HOYMANCK, WA 98338
 (509) 725-6650
 stratton@strattonm.com

DATE: 09/28/23
 SHEET 1 OF 3
 DRAWN BY: DCI
 JOB # 5982

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____
 COUNTY AUDITORS FILE NO. _____ AT THE
 REQUEST OF DEREK C. INGALSBEE, P.L.S.

YAKIMA COUNTY AUDITOR _____ DEPUTY _____

| | |
|-------|------------|
| INDEX | |
| X Y | SEC T. R. |
| | 14 09N 23E |

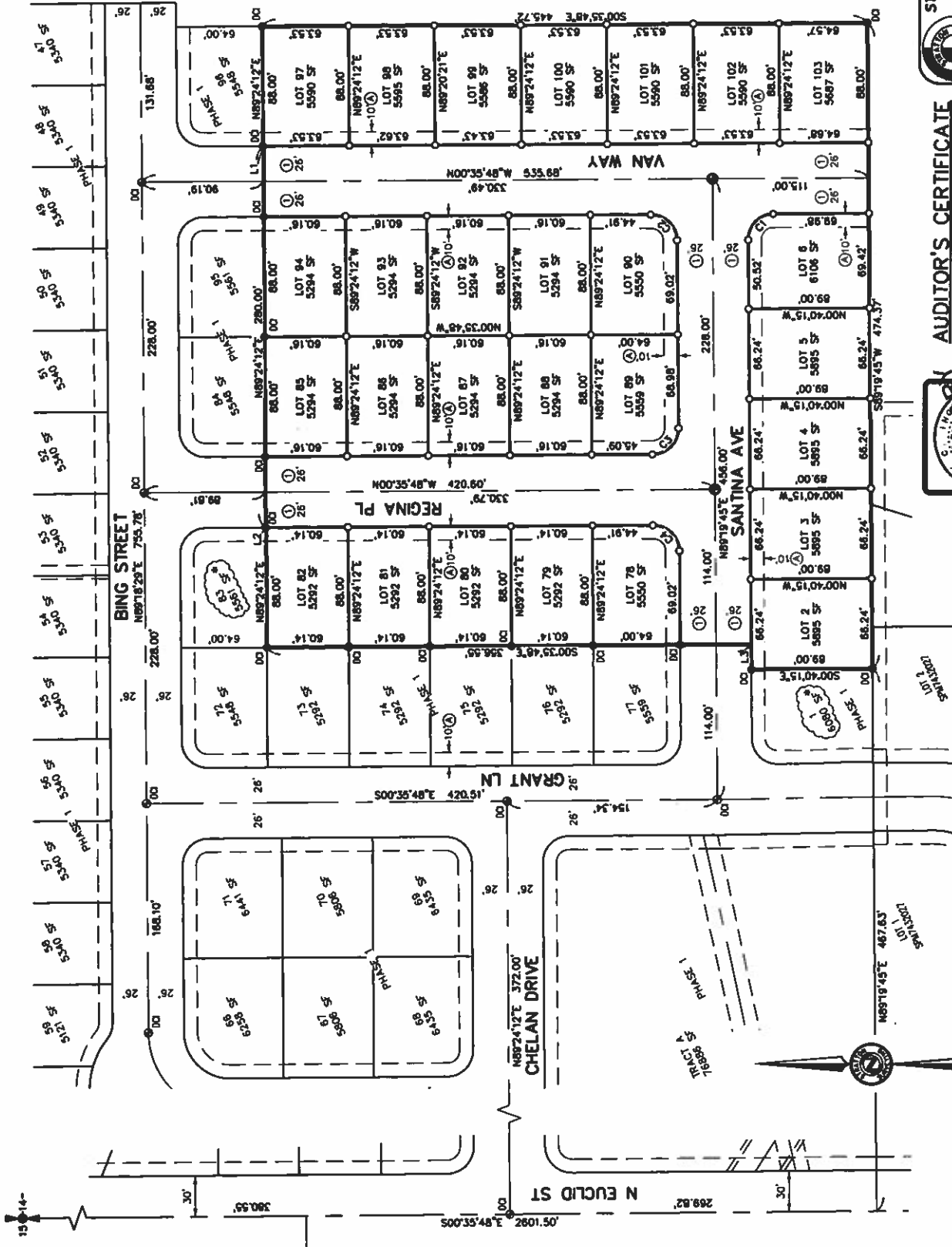


SURVEYOR'S CERTIFICATE:
 I, DEREK C. INGALSBEE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "EUCLID MEADOWS PUD PHASE 2", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT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

DEREK C. INGALSBEE LS46886 _____ DATE _____

NW 1/4 OF THE SW 1/4 SEC. 14, T.09N., R.23E., W.M.,
YAKIMA COUNTY, WASHINGTON

THE FINAL PLAT OF
EUCLID MEADOWS PUD - PHASE 2



STRATTON SURVEYING & MAPPING P.C.
317 NORTH MORGAN STREET
YAKIMA, WA 98901
PHONE: (509) 725-2843
FAX: (509) 725-8550
stratton@strattonmwp.com

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

**PLAT FOR
HAYDEN HOMES**

DATE: 09/26/23
SHT. 2 OF 3
JOB # 5982

5982PP2.DWG © 2023
DRAWN BY: DC
TAKIMA COUNTY AUDITOR DEPUTY

DESCRIPTION

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

DEDICATION AND WAIVER OF CLAIMS

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED, HAS WITH THE FREE CONSENT OF SAID PARTIES AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND LONG PLATTED AS SHOWN ON THIS PLAT OF EUCLID MEADOWS PUD PHASE 1, RECORDS OF YAKIMA COUNTY, WASHINGTON, AND WE HEREBY WAIVE, RELEASE, DEFEND AND HOLD HARMLESS THE CITY OF GRANDVIEW, WASHINGTON, AGAINST ALL CLAIMS FOR DAMAGES, LOSSES, DAMAGES, REASONABLE ATTORNEY'S FEES, COSTS OF LITIGATION AND MAINTENANCE OF SAID DEDICATED RIGHT-OF-WAY AND DOES HEREBY DEDICATE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

HDP EUCLID MEADOWS LLC

SIGNED _____ TITLE _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

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

DATED: _____

PRINTED NOTARY PUBLIC _____

SIGNED NOTARY PUBLIC _____ MY APPOINTMENT EXPIRES _____

NOTARY STAMP
BLACK INK ONLY

| CURVE TABLE | | | | | | |
|-------------|--------|--------|-----------|-------------|--------|-------|
| CURVE | LENGTH | RADIUS | Δ | CH | DIREC. | CHORD |
| C1 | 29.87 | 19.00 | 90°04'27" | N45°38'02"W | 26.89 | 26.89 |
| C2 | 29.82 | 19.00 | 89°35'33" | N44°21'58"E | 26.85 | 26.85 |
| C3 | 29.87 | 19.00 | 90°04'27" | S45°38'02"E | 26.89 | 26.89 |
| C4 | 29.82 | 19.00 | 89°35'33" | N44°21'58"E | 26.85 | 26.85 |

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

SURVEYOR'S NOTE

*AN AUTOCAD CLITCH CAUSED AN ERROR ON PHASE 1, LOTS 1, AND 83 WERE SHOWN WITH INCORRECT AREAS. THIS PLAT CORRECTS THOSE AREAS AND ARE NOW SHOWN CORRECTED HEREON AS REVISION CLOUDED.

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

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

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE CITY OF GRANDVIEW, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT OF EUCLID MEADOWS PUD PH 2 ARE ADEQUATE TO SERVE THIS PROPERTY HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTILED TO IRRIGATION WATER RIGHTS OR EASEMENTS OR OTHER REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 8417.310; AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____ DATE _____

APPROVALS

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

CITY MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

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

DATED _____ DAY OF _____ 20____

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____

CITY TREASURERS CERTIFICATE

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

CITY OF GRANDVIEW TREASURER _____ DATE _____

COUNTY TREASURERS CERTIFICATE

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

YAKIMA COUNTY TREASURER _____ DATE _____

CITY NOTES

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

PLAT FOR



HAYDEN HOMES



AUDITOR'S CERTIFICATE

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

YAKIMA COUNTY AUDITOR _____ DEPUTY _____

STRATTON SURVEYING & MAPPING P.C.
313 NORTH MORGAN STREET
YAKIMA, WA 98901
PHONE: (509) 725-3438
FAX: (509) 735-6560
stratton@strattonsurvey.com

5982722.DWG © 2023
DATE: 09/26/23 SHT. 3 OF 3
DRAWN BY: DCJ JOB # 5982

RESOLUTION NO. 2023-75

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR
PROFESSIONAL SERVICES WITH HLA ENGINEERING AND LAND
SURVEYING, INC., FOR THE YEARS 2024, 2025 AND 2026**

WHEREAS, HLA Engineering and Land Surveying, Inc., has been selected by the City Council to provide professional engineering and surveying services during calendar years 2024, 2025 and 2026; and,

WHEREAS, an Agreement for Professional Services has been prepared setting forth the services, duties and responsibilities of the engineering firm,

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

The Mayor is hereby authorized to sign an Agreement for Professional Services for calendar years 2024, 2025 and 2026 with HLA Engineering and Land Surveying, Inc., in the form as is attached hereto and incorporated herein by reference, and for the schedule of hourly rates shown as Exhibit A thereon.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 28, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT entered into this _____ day of November 2023, by the CITY OF GRANDVIEW, 207 West 2nd Street, Grandview, WA 98930, hereinafter called the CITY, and HLA ENGINEERING AND LAND SURVEYING, INC., 2803 River Road, Yakima, WA 98902, hereinafter called the CONSULTANT.

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1.0 ENGAGEMENT OF CONSULTANT:

The CITY, acting pursuant to its vested authority and in accordance with the City Council's approval on _____, 2023, does hereby hire the CONSULTANT to perform professional engineering, surveying, and management services as requested by the CITY. Mayor Gloria Mendoza or designated representative thereof, will act as the liaison for the CITY and Mr. Michael T. Battle, PE, President, will act as liaison for the CONSULTANT for administration of this Agreement. This Agreement for Professional Services can only be amended or revised by subsequent written agreement signed and dated by both parties.

The relationship of the CONSULTANT to the CITY shall be that of an independent contractor rendering professional consulting services. The CONSULTANT shall have no authority to execute contracts or to make commitments on behalf of the CITY and nothing contained herein shall be deemed to create the relationship of employer and employee and/or principal and agent between the CITY and the CONSULTANT. It is expressly understood that CONSULTANT shall have discretion to perform its duties under this Agreement by acceptable means, methods, and professional standards applicable to the work in the same locality, without undue influence and/or direction by CITY.

2.0 CHARACTER AND EXTENT OF SERVICES:

The CONSULTANT shall perform certain professional engineering, surveying, planning, and management services as requested during the calendar years of 2024, 2025, and 2026. Such services may include, but are not necessarily limited to, the following types of work:

- 2.1 General municipal engineering and planning tasks for street, storm drain, water, sanitary sewer, parks, and garbage, including but not limited to, development of studies, plans and reports; analysis of utility rates and infrastructure funds; design, plans and specifications and contract documents; construction standards, and assistance with grant and loan funding applications and prospectuses.
- 2.2 Preparation of a Water System Plan, General Sewer Plan, Stormwater Plan, and Capital Facilities Plan.
- 2.3 Design, plans, specifications, and services during construction for sanitary sewer systems, wastewater treatment and conveyance system improvements.
- 2.4 Design, plans, specifications, and services during construction for domestic water system improvements.
- 2.5 Design, plans, specifications, and services during construction for street or related transportation improvements.
- 2.6 Design, plans, specifications, and services during construction for storm drainage system improvements.
- 2.7 Design, plans, specifications, and services during construction for irrigation system improvements.

- 2.8 Surveying tasks for right-of-way, easements, property boundaries, and subdivision of property.
- 2.9 Project cost estimates (opinions of cost), reports, and applications for funding.
- 2.10 Geographic Information System (GIS) mapping and management.
- 2.11 Miscellaneous engineering and surveying tasks as requested.
- 2.12 Development review.
- 2.13 Municipal planning services.
- 2.14 Architectural services for CITY facilities via subconsultant(s).

3.0 TASK ORDERS/SPECIFIC HOURLY RATE BASIS:

Prior to commencement of any service to be performed through a Task Order, the CITY and CONSULTANT shall mutually agree upon and execute a Task Order for the specified service utilizing the general form of Task Order attached hereto as Exhibit B and by this reference incorporated herein. The Task Order shall describe the services to be provided, the time for performance of the service, the fee provisions for the services, and any provisions additional to this Agreement. Execution by the CITY and CONSULTANT of subsequent Task Orders shall incorporate such subsequent task orders into this Agreement. The terms and conditions of this Agreement shall govern any and all work performed pursuant to a Task Order.

Services to be performed on a specific hourly rate basis shall not require a Task Order but shall only be performed upon authorization from the Mayor, City Administrator, Public Works Director, or designated representative(s).

4.0 ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY:

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements of the Project.
- 4.2 Assist the CONSULTANT by placing at his disposal all available information pertinent to the site of the Project, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the Project.
- 4.3 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- 4.4 Advertise for hearings and proposals for bidders, open the proposals at the appointed time and place, and pay for all costs incident thereto.
- 4.5 Obtain approval of all governmental authorities having jurisdiction over the Project and such approvals and consents from such other individuals or bodies as may be necessary for completion of the Project.
- 4.6 Pay the costs of publishing planning and environmental review documents and bid advertisements.

5.0 COMPLETION TIMES:

The services called for under the various phases of Section 2.0 of this Agreement shall be completed as follows:

- 5.1 Services required for these tasks shall be completed within the times mutually determined by the CITY and the CONSULTANT.

6.0 PROFESSIONAL FEES:

For the services furnished by the CONSULTANT as described under Section 2.0 of this Agreement, the CITY agrees to pay the CONSULTANT the fees as set forth herein:

- 6.1 According to Exhibit A - Schedule of Rates on a time spent basis plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out-of-town travel costs, long distance telephone calls, and outside consultants. Outside subconsultant's billings shall be marked up by a factor of 1.10 times the subconsultant billing. Schedule of Rates shall be adjusted each January 1st during the term of this Agreement to the HLA Standard Schedule of Rates in effect at the time.

7.0 PAYMENT:

Monthly payments, payable according to Section 8.0 of this Agreement, based on the documented amount due.

8.0 CITY PAYMENT SCHEDULE:

The CITY will process payment for all statements received by the 10th day of each month for work done from the 1st day of the prior month. All statements not paid within 30 days of the date of billing shall be subject to service charges of one and one-quarter percent (1.25%) per month.

9.0 FACILITIES TO BE FURNISHED BY THE CONSULTANT:

The CONSULTANT shall furnish and maintain a central office, drafting space, and equipment suitable and adequate for the prosecution of the work that is normal to the functioning of an established consulting engineering and land surveying practice.

10.0 TERMINATION FOR CAUSE:

The CITY or CONSULTANT may terminate this Agreement by giving thirty (30) days written notice, in the event of substantial failure by the other party to perform in accordance with this Agreement through no fault of the terminating party. Such termination is not effective if the failure is cured before expiration of the period specified in the written notice. Upon termination for cause by either party, all invoices for services performed up to the date of termination are immediately due and payable. If a finder of fact (*i.e.*, judge or arbitrator) subsequently finds the CITY was not in substantial failure or material breach of this Agreement, the CONSULTANT's termination of the CITY for cause under this Section shall automatically be converted to a termination for convenience pursuant to Section 11.0 of this Agreement.

11.0 TERMINATION FOR CONVENIENCE:

Either party may terminate this Agreement by giving thirty (30) days written notice to the other party. In the event the CITY requests early termination of the CONSULTANT's services, CONSULTANT reserves the right to complete such analyses and records as necessary to place CONSULTANT's files in order and to complete a report on the services performed to date. Upon termination for convenience by either party, all invoices for services performed up to the date of termination are immediately due and payable.

12.0 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES AND LIMITATION OF LIABILITY:

In no event will either party be liable to the other for any special, indirect, incidental, or consequential damages of any nature arising out of or related to the performance of this Agreement, whether founded in negligence, strict liability, warranty, or breach of contract. In addition, both parties expressly waive any and all claims against the other for any liquidated damages liability that may be incurred or assessed.

CONSULTANT's aggregate liability responsibility to the CITY, including that of CONSULTANT's affiliates, officers, directors, employees, agents and subconsultants, is limited to the amount of CONSULTANT's fee under this Agreement. This limitation of liability applies to all lawsuits, claims, or actions, whether identified as arising in tort, contract, or other legal theory (including without limitation, CONSULTANT's indemnity obligations in Section 15.0) related to CONSULTANT's services under this Agreement and any continuation or extension of CONSULTANT's services.

If the CITY desires a higher limitation, CONSULTANT may agree, at CITY's request, to increase the limitation of remedy to a greater sum in exchange for a negotiated increase in CONSULTANT's fee. Any additional charge for a higher limit is consideration for the greater risk assumed by CONSULTANT and is not a charge for additional professional liability insurance. Any agreement to increase the limitation of remedy amount must be made in writing and signed by both parties in advance of the provision of services under this Agreement.

By entering into this Agreement, CITY acknowledges that this limitation of remedy provision has been reviewed, understood and is a material part of this Agreement, and that the CITY has had an opportunity to seek legal advice regarding this provision.

13.0 NO PERSONAL LIABILITY:

The CITY agrees that, to the fullest extent permitted by law, that no shareholder, officer, director, or employee of CONSULTANT shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with this Agreement.

14.0 ARBITRATION:

All claims, disputes, and other matters in question arising out of, or related to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Rules of the American Arbitration Association. This Agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law.

Notice of the demand for arbitration shall be filed in writing with the other party of this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. In no event shall the demand for arbitration be made after the institution of legal or equitable proceedings based upon such a claim, dispute, or other matter in question would be barred by applicable statute of limitations.

The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in any court having jurisdiction.

In the event of a claim, jurisdiction and venue shall be in Yakima County, Washington unless otherwise mutually agreed by the parties in writing.

The CITY expressly agrees that before the CITY can file a notice of demand for arbitration as provided above, based on professional negligence or breach of the professional standard of care, the CITY shall obtain a written opinion of a licensed or registered professional practicing in the same licensing jurisdiction as the services provided by CONSULTANT that are in dispute. The professional who prepares the written opinion must be licensed or registered in the discipline or specialty that is the basis for the dispute. The written opinion must indicate that CONSULTANT violated the prevailing standard of care in the delivery of its services. The written opinion also must describe the basis for that opinion and the conclusion that the alleged failure to comply with the standard of care was the cause of all or part of the alleged damages. The written opinion must be made available to the CONSULTANT for review and comment at least thirty (30) days prior to the CITY filing its demand for arbitration. The parties agree this provision was mutually negotiated and is an integral part of the consideration for this Agreement.

15.0 INDEMNIFICATION:

CONSULTANT will indemnify and hold CITY harmless from and against any claims, liabilities, damages, and costs (including reasonable attorney fees and costs of defense) arising out of the death or bodily injury to persons or damage to property to the extent proven to be caused or resulting from the sole negligence of CONSULTANT, its agents, or its employees. For any such claims, liabilities, damages, or costs caused by or resulting from the concurrent negligence of CONSULTANT and other parties, including the CITY, the duty to indemnify shall apply only to the extent of CONSULTANT's proven negligence.

The CITY will defend, indemnify, and hold CONSULTANT harmless from and against any and all claims (including without limitation, claims by third parties and claims for economic loss), liabilities, damages, fines, penalties, and costs (including reasonable attorney fees and costs of defense) arising out of or in any way related to the CITY's, and its agents and employees', sole negligence. This obligation shall not apply to the extent of proven negligence of CONSULTANT, its officers, agents, and employees.

The duty to defend in this provision means the parties shall assume the defense of such claim using legal counsel approved by the non-negligent party and the non-negligent party shall be entitled to participate in the strategy and direction of the defense. In the course of defending a claim under this provision, the negligent party shall not settle the claim without the non-negligent party's consent unless (i) such settlement or compromise only involves monetary relief that is paid in full by the negligent party; (ii) the non-negligent party is not liable for any such settlement or compromise; and (iii) there is no finding or admission that the non-negligent party is or was liable under any legal theory for damages relating to the claim.

The CONSULTANT shall secure and maintain in force throughout the duration of this Agreement, comprehensive general liability insurance written on an occurrence basis with a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate for personal injury, \$1,000,000 per occurrence/aggregate for property damage, and professional liability insurance with minimum coverage of \$2,000,000 per occurrence and \$3,000,000 aggregate.

In the event the CITY requires contractors or subcontractors working on CITY projects to acquire and provide proof of insurance covering public liability, death, and property damage naming the CITY as an insured, the CITY shall require said contractors or subcontractors to name the CONSULTANT as an additional insured.

16.0 ASSIGNMENT:

The CONSULTANT shall not assign this Agreement, or any of the work or services covered by this Agreement, without the express written consent of the CITY.

17.0 STANDARD FOR PERFORMANCE:

CONSULTANT will endeavor to perform its professional services with that degree of care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same discipline at the same time and location.

18.0 OPINIONS OF COST:

The CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, and its opinions of probable project or construction costs (Engineer's Estimates) are to be made on the basis of its experience and qualifications and represents its judgment as an experienced and qualified Professional Engineer, familiar with the construction industry. However, the CONSULTANT cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from the opinions of probable costs prepared by it.

19.0 CONSTRUCTION AND SAFETY:

The CONSULTANT shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by contractors or the safety precautions and programs incidental to the work of contractors. It is the intent that the construction contractors will be held responsible for means and methods of construction and all safety issues.

20.0 SUBMITTAL REVIEW:

Review of proposed contractor substitutions of materials and equipment by CONSULTANT is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements.

21.0 OWNERSHIP AND REUSE OF DOCUMENTS:

The originals of all documents, including drawings and specifications prepared by CONSULTANT pursuant to this Agreement, shall remain the property of the CONSULTANT and are instruments of service in respect of the Project. The CONSULTANT shall provide the CITY with reproducible copies of all documents, drawings, specifications, and other work products that shall be the property of the CITY. Such documents, drawings, and specifications are not intended nor represented by the CONSULTANT to be suitable for reuse by the CITY or others on extensions of the services provided for the intended project or on any other project without the express written consent of the CONSULTANT. Any unauthorized reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the CITY's sole risk and without liability or legal exposure to the CONSULTANT, and the CITY shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.

The above provisions also apply to electronic media files. The CONSULTANT shall provide the CITY with "ASCII" and/or "AutoCAD drawing (dwg)" files of work performed for and paid for by the CITY at the request of the CITY, with the following provisions:

- 21.1 The documents are protected by the rules and regulations of U.S. Copyright Laws.
- 21.2 The use or reuse of original or altered electronic files by the CITY or others the CITY has released these files to, will be at the CITY's own risk and liability.
- 21.3 The CONSULTANT shall be indemnified and held harmless by the CITY, to the fullest extent of the law from any and all claims, suit, liability, demands, or costs arising out of the information contained in the files.
- 21.4 The CONSULTANT cannot guarantee the accuracy of the electronic information and, therefore, disclaims any and all responsibility for any results obtained as a result of their use.

22.0 CITY-PROVIDED INFORMATION:

The CONSULTANT is entitled to rely on all information furnished or to be furnished by the CITY. The CITY agrees to defend and indemnify CONSULTANT, its officers, agents, and employees from any and all claims of any kind arising out of or relating to any claims caused by an error or omissions in information provided by the CITY which were the cause of the claim for damages and provided, further, that the CONSULTANT's reliance on such information was reasonable under the circumstances.

23.0 THIRD-PARTY BENEFICIARIES:

It is recognized that the services performed by CONSULTANT are for the benefit of the CITY and no other party. There are no third-party beneficiaries to this Agreement.

24.0 EXECUTIVE ORDER 11246 CLAUSE:

- 24.1 The CONSULTANT will not discriminate against any employee or applicant for employment because of race, creed, sex, color, or national origin. The CONSULTANT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the CITY setting forth the provisions of this nondiscrimination clause.
- 24.2 The CONSULTANT will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- 24.3 The CONSULTANT will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies and raw materials.
- 24.4 The CONSULTANT will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 24.5 The CONSULTANT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the CITY, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 24.6 In the event of the CONSULTANT's noncompliance with the noncompliance provision clauses of this Agreement or with any such rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 25, 1965, or as otherwise provided by law.

24.7 The CONSULTANT will include the provisions of paragraphs 24.1 through 24.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will take such action with respect to any subcontract or purchase order as the CITY may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY, the CONSULTANT may request the United States to enter into such litigation to protect the interest of the United States.

25.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, 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.

26.0 ACCESS TO RECORDS CLAUSE:

The CITY, the Washington State Department of Commerce (COMMERCE), and other authorized representatives of the state and federal governments shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the Agreement for the purposes of making audit, examination, excerpts, and transcriptions.

The CONSULTANT agrees to maintain such records and follow such procedures as may be required under the state's Community Development Block Grant (CDBG) Program and any such procedures as the CITY or COMMERCE may prescribe. In general, such records will include information pertaining to the Agreement, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement shall be retained by the CONSULTANT for a period of three (3) years after final audit of the CITY's CDBG project unless a longer period is required to resolve audit findings or litigation. In such cases, the CITY shall request a longer period of record retention.

27.0 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED:

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the 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.

28.0 PUBLIC LAW 101-336, AMERICANS WITH DISABILITIES ACT OF 1990:

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

29.0 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.)

30.0 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)

31.0 CONFLICT OF INTEREST PROVISION:

Interest of CONSULTANT and Employees:

The CONSULTANT covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

**32. SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968
COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS
OPPORTUNITIES CLAUSE**

(Applies to Contracts over \$200,000)

- 32.1 The work to be performed under this Agreement is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns, which are located in, or owned in substantial part by persons residing in the area of the project.
- 32.2 The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 75, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability, which would prevent them from complying with these provisions.
- 32.3 The CONSULTANT will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- 32.4 The CONSULTANT will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 75. The CONSULTANT will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 75 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

32.5 Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Agreement, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

33.0 INTEREST OF MEMBERS OF A CITY:

No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

34.0 INTEREST OF OTHER PUBLIC OFFICIALS:

No member of the governing body of the locality and no other public official of such locality who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONSULTANT shall take appropriate steps to assure compliance.

35.0 INTEREST OF CONSULTANT AND EMPLOYEES:

The CONSULTANT covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONSULTANT further covenants that in the performance of this Agreement, no person having such interest shall be employed.

36.0 SEVERABILITY

If any provision of this Agreement is held to be unenforceable, all remaining provisions will continue in full force and effect. CITY and CONSULTANT agree that they will attempt in good faith to replace any unenforceable provisions with one that is valid and enforceable, and which conforms as closely as possible with the original intent of any unenforceable provision.

Signature page follows.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF GRANDVIEW

Gloria Mendoza, Mayor

ATTEST:

Anita Palacios, City Clerk

(SEAL)

HLA ENGINEERING AND LAND SURVEYING, INC.



Michael T. Battle, PE, President

EXHIBIT A

SCHEDULE OF RATES FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2024, through December 31, 2024

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

Schedule of Rates shall be adjusted each January 1st during the term of this Agreement to the HLA Standard Schedule of Rates in effect at the time.

EXHIBIT B

TASK ORDER NO. _____

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

SCOPE OF SERVICES:

TIME OF PERFORMANCE:

FEE FOR SERVICES:

Proposed:

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

Date

Approved:

City of Grandview
Gloria Mendoza, Mayor

Date

ORDINANCE NO. 2023-25

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

WHEREAS, the original 2023 estimated beginning fund balances and revenues do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in the funds; and

WHEREAS, there are sufficient sources within the funds to meet the anticipated expenditures.

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

Section 1. That the 2023 annual budget be amended to reflect the changes presented in Exhibit A.

Section 2. That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

Section 3. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 28, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 11/29/23
EFFECTIVE: 12/4/23

Exhibit A

| | Beginning Balance | Estimated Revenues | Appropriated Expenditures | Ending Balance | Budget Total |
|--|-------------------|--------------------|---------------------------|----------------|--------------|
|--|-------------------|--------------------|---------------------------|----------------|--------------|

| Current Expense Fund | | | | | |
|-----------------------------|----------------|------------------|------------------|---------------|------------------|
| Original 2023 Budget | 799,750 | 6,508,040 | 7,245,440 | 62,350 | 7,307,790 |
| Amendment Amount | | 60,000 | 57,000 | 3,000 | 60,000 |
| Amended Total | 799,750 | 6,568,040 | 7,302,440 | 65,350 | 7,367,790 |

| Street Fund | | | | | |
|----------------------|----------------|------------------|------------------|----------------|------------------|
| Original 2023 Budget | 419,875 | 6,498,560 | 6,687,685 | 230,750 | 6,918,435 |
| Amendment Amount | | 42,500 | 42,500 | - | 42,500 |
| Amended Total | 419,875 | 6,541,060 | 6,730,185 | 230,750 | 6,960,935 |

| TBD Fund | | | | | |
|----------------------|----------------|----------------|----------------|----------------|----------------|
| Original 2023 Budget | 520,440 | 188,850 | 463,050 | 246,240 | 709,290 |
| Amendment Amount | | | 6,500 | (6,500) | - |
| Amended Total | 520,440 | 188,850 | 469,550 | 239,740 | 709,290 |

| Cemetery Fund | | | | | |
|----------------------|----------------|----------------|----------------|----------------|----------------|
| Original 2023 Budget | 250,710 | 190,950 | 302,520 | 139,140 | 441,660 |
| Amendment Amount | | | 16,000 | (16,000) | - |
| Amended Total | 250,710 | 190,950 | 318,520 | 123,140 | 441,660 |

| Water Fund | | | | | |
|----------------------|------------------|------------------|------------------|------------------|-------------------|
| Original 2023 Budget | 7,561,260 | 7,367,500 | 5,328,625 | 9,600,135 | 14,928,760 |
| Amendment Amount | | 50,000 | 50,000 | - | 50,000 |
| Amended Total | 7,561,260 | 7,417,500 | 5,378,625 | 9,600,135 | 14,978,760 |

| Solid Waste Fund | | | | | |
|-------------------------|----------------|------------------|------------------|----------------|------------------|
| Original 2023 Budget | 766,090 | 1,264,075 | 1,364,070 | 666,095 | 2,030,165 |
| Amendment Amount | | | 55,000 | (55,000) | - |
| Amended Total | 766,090 | 1,264,075 | 1,419,070 | 611,095 | 2,030,165 |

RESOLUTION NO. 2023-76

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE FINAL PLAT OF GRANDRIDGE ESTATES – PHASE 5
LOCATED ON GRANDRIDGE ROAD**

WHEREAS, the developer, Dan Swanson d/b/a KDS Development, Inc., applied for preliminary plat approval for a 227-lot residential subdivision designated as Grandridge Estates; and,

WHEREAS, on March 24, 2020, Council adopted Resolution No. 2020-13 approving Grandridge Estates Subdivision 227-lot preliminary plat subject to conditions outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements; and,

WHEREAS, the developer has completed the infrastructure improvements for Grandridge Estates – Phase 5 per the City's standards,

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

Section 1. The final plat known as Grandridge Estates – Phase 5 is approved.

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 28, 2023.

MAYOR

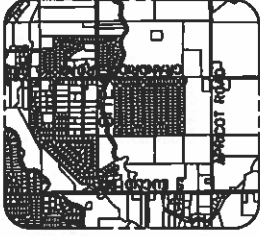
ATTEST:

CITY CLERK

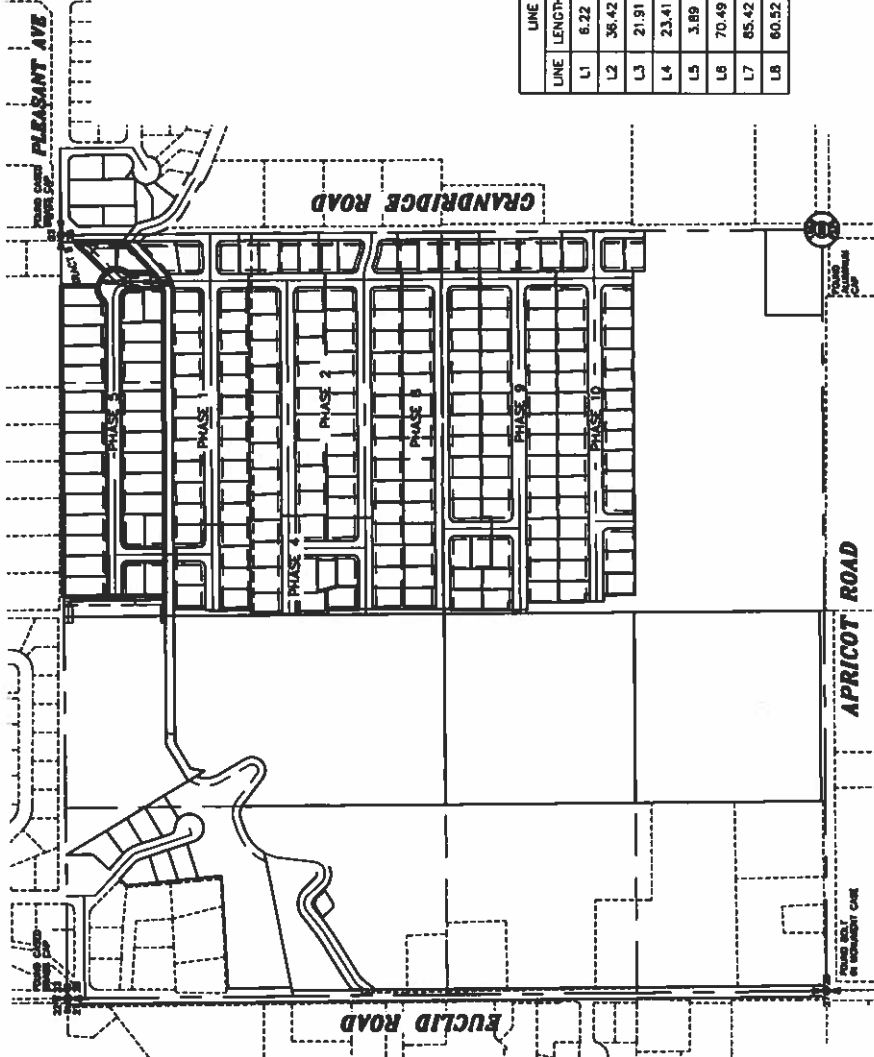
APPROVED AS TO FORM:

CITY ATTORNEY

THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASES 5
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
 YAKIMA COUNTY, WASHINGTON



VICINITY SKETCH
 NOT TO SCALE



| LINE | LENGTH | DIRECTION |
|------|--------|-------------|
| L1 | 6.22 | S87°44'22"W |
| L2 | 36.42 | S87°44'22"W |
| L3 | 21.91 | S47°09'29"W |
| L4 | 23.41 | S00°27'53"E |
| L5 | 3.89 | S88°32'07"W |
| L6 | 70.49 | N43°36'50"E |
| L7 | 85.42 | S00°27'53"E |
| L8 | 60.52 | N85°03'23"W |

| CURVE | LENGTH | RADIUS | Δ | CH DREC. | CHORD |
|-------|--------|--------|-----------|-------------|-------|
| C1 | 94.25 | 60.00 | 90°00'00" | N45°27'53"W | 94.85 |
| C2 | 54.98 | 35.00 | 90°00'00" | N45°27'53"W | 49.50 |
| C3 | 31.42 | 20.00 | 90°00'00" | S44°32'07"W | 28.28 |
| C4 | 31.42 | 20.00 | 90°00'00" | N45°27'53"W | 28.28 |
| C5 | 12.70 | 20.00 | 36°22'19" | S17°43'16"W | 12.48 |
| C6 | 34.74 | 60.00 | 33°10'31" | N19°19'10"E | 34.26 |
| C7 | 36.43 | 60.00 | 34°47'02" | N14°39'37"W | 35.87 |
| C8 | 53.91 | 60.00 | 51°28'56" | N57°47'35"W | 52.12 |
| C9 | 56.88 | 20.00 | 54°18'59" | S69°18'27"W | 54.77 |
| C10 | 16.54 | 20.00 | 47°23'09" | N65°50'32"E | 16.07 |



LEGEND

- = SET 5/8" REBAR W/ BLUE PLASTIC CAP
- = MARKED STRAITON DOG 46886*
- ⊙ = FOUND AS INDICATED
- ⊕ = FOUND 5/8" STRAITON W/ ORANGE PLASTIC CAP MARKED "STRAITON AND 3800"
- ⊗ = FOUND 5/8" REBAR W/ BLUE PLASTIC CAP MARKED "STRAITON DOG 46886"
- ⊘ = FOUND MONUMENT MARKED "46886"
- ⊙ = FOUND MONUMENT AS INDICATED
- ⊗ = SET CAST BRASS CAP MARKED "46886"
- — — — — = EASEMENT
- — — — — = PROPERTY BOUNDARY
- — — — — = CENTERLINE
- — — — — = C.I.S. PARCELS

| BEARING | DISTANCE | PLAT CLOSURE | NORTH | SOUTH | EAST | WEST |
|-------------|----------|--------------|----------|----------|-----------|-----------|
| N00°27'53"W | 174.29 | 174.2843 | 0.0000 | 0.0000 | 0.0000 | 1.4136 |
| S43°56'50"W | 154.76 | 0.0000 | 111.4241 | 0.0000 | 0.0000 | 107.4027 |
| N57°47'35"W | 52.12 | 27.7789 | 0.0000 | 0.0000 | 0.0000 | 44.1002 |
| N00°27'53"W | 131.32 | 131.3157 | 0.0000 | 0.0000 | 0.0000 | 1.0651 |
| S89°27'32"W | 1089.90 | 0.0000 | 10.2945 | 0.0000 | 0.0000 | 1089.8514 |
| S00°27'53"E | 357.26 | 0.0000 | 357.2482 | 2.8977 | 0.0000 | 0.0000 |
| N89°32'07"E | 1071.30 | 8.6906 | 0.0000 | 0.0000 | 1071.2647 | 0.0000 |
| N67°44'22"E | 42.64 | 16.1529 | 0.0000 | 0.0000 | 39.4621 | 0.0000 |
| N47°09'29"E | 177.58 | 120.7506 | 0.0000 | 0.0000 | 130.2033 | 0.0000 |
| | | 478.973 | 478.967 | 1243.832 | 1243.833 | |

- RIGHT-OF-WAY AND EASEMENT NOTES**
- ① = HEREBY DEDICATED RIGHT-OF-WAY
 - ② = PUBLIC UTILITY EASEMENT
 - ③ = IRRIGATION EASEMENT AFF
- EXISTING EASEMENT NOTES**
- ① = PUBLIC UTILITY EASEMENT, GRANDRIDGE ESTATES PHASE 1
 - ② = IRRIGATION EASEMENT, GRANDRIDGE ESTATES PHASE 1
 - ③ = STORM EASEMENT, GRANDRIDGE ESTATES PHASE 1
 - ④ = SEWER EASEMENT, GRANDRIDGE ESTATES PHASE 1
 - ⑤ = PUBLIC UTILITY EASEMENT, GRANDRIDGE ESTATES PHASE 4
 - ⑥ = IRRIGATION EASEMENT, GRANDRIDGE ESTATES PHASE 4

STRAITON SURVEYING & MAPPING P.C.
 313 NORTH MOHAWK STREET
 HOVAVOOC, WA 98138
 (206) 735-7864
 FAX: (206) 735-7865
 email: straiton@straiton-surveying.com

DATE: 06/01/23
 DRAWN BY: DCI
 SHEET: 1 OF 4
 JOB # 5622

AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____, WASHINGTON.
 COUNTY AUDITORS FILE NO. _____ AT THE REQUEST OF DEREK C. INCALSBIE, P.L.S.

YAKIMA COUNTY AUDITOR _____ DEPUTY _____

INDEX

| N | S | T. | R. |
|----|-----|-----|----|
| 26 | 09N | 23E | |

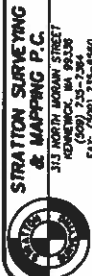
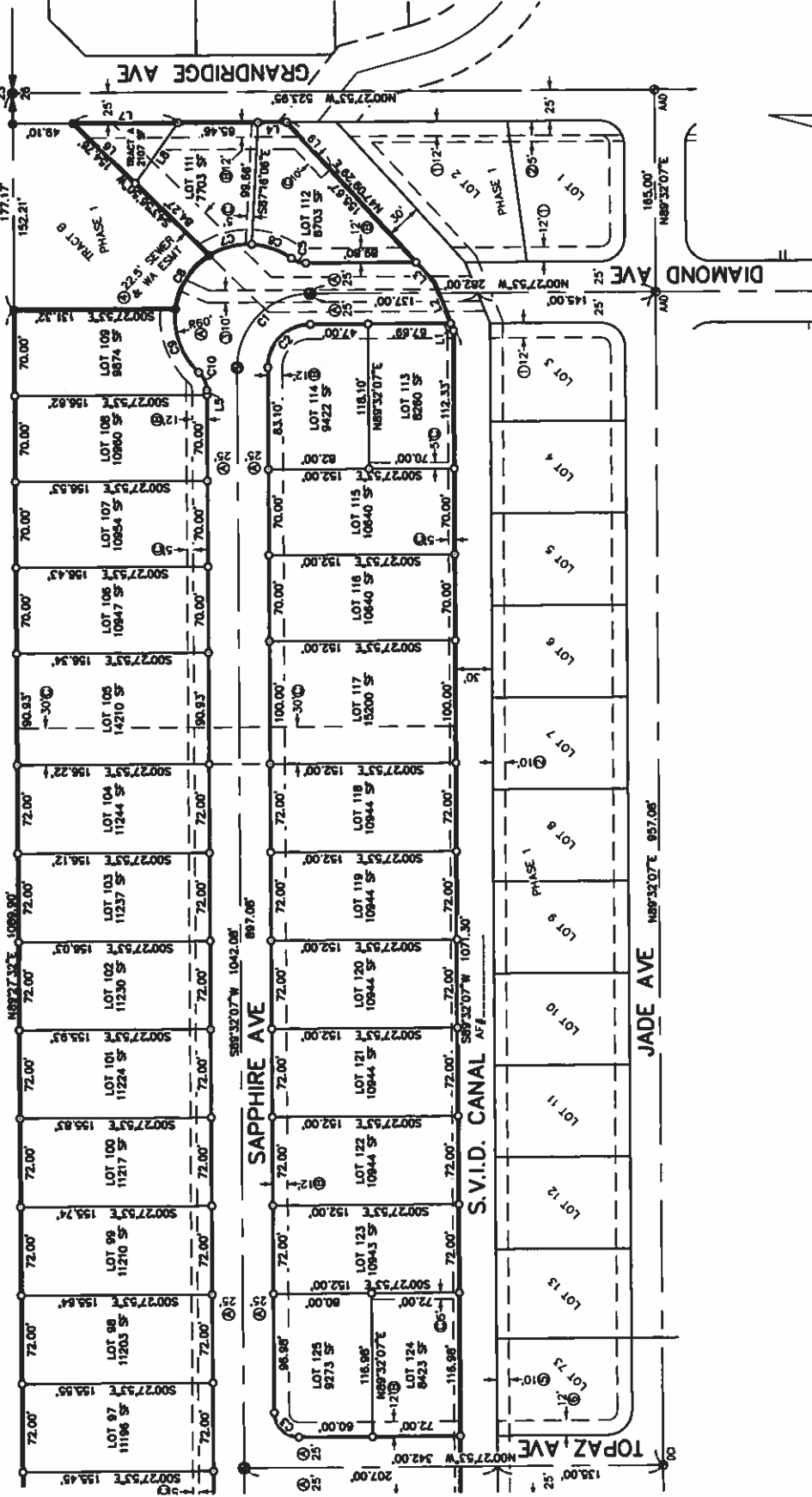


SURVEYOR'S CERTIFICATE:
 I, DEREK C. INCALSBIE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF GRANDRIDGE ESTATES PHASE 5 AS SHOWN HEREON IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DEREK C. INCALSBIE LS46886 DATE _____

THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASE 5
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
 YAKIMA COUNTY, WASHINGTON

FOUND CASED
 BRASS CAP



STRATTON SURVEYING & MAPPING P.C.
 311 NORTH JESSIE STREET
 KENNEWICK, WA 98148
 (206) 735-7394
 FAX: (206) 735-8590
 strattonsurveying.com



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

YAKIMA COUNTY AUDITOR DEPUTY

DATE: 08/01/23 DRAWN BY: DC

SHEET 2 OF 4 JOB # 5622

5622PPLDING © 2023

PLAT FOR SDC

DRAP

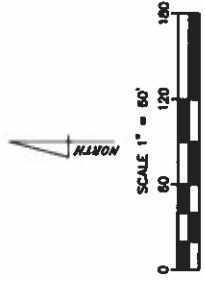
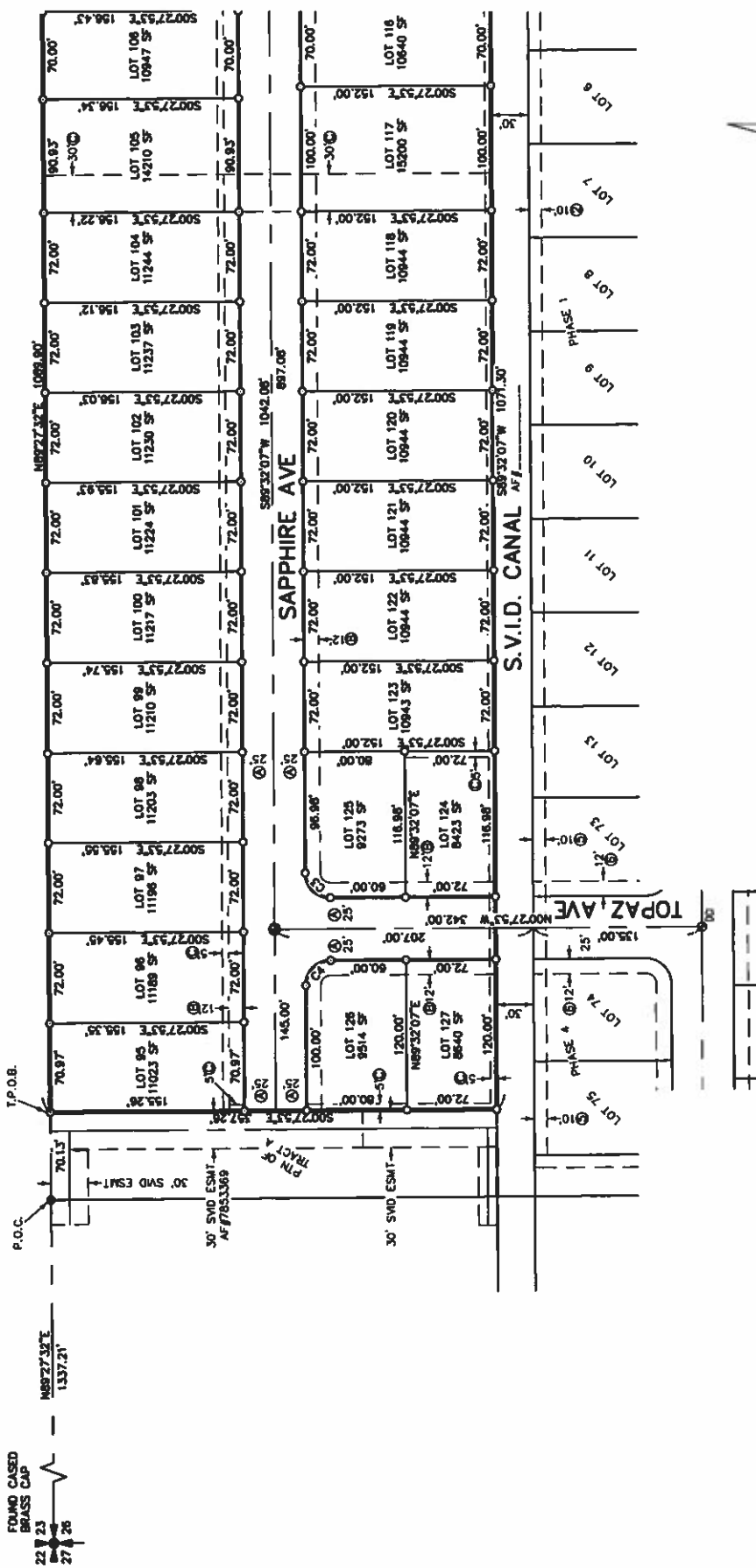
PLAT FOR SDC

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PLAT FOR SDC

THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASE 5
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
 YAKIMA COUNTY, WASHINGTON



STRATTON SURVEYING & MAPPING P.C.
 317 WEST 130TH STREET
 AUBURN, WA 98001
 (509) 735-7384
 FAX: (509) 735-6890
 strattonsurveying.com

DATE: 06/01/23
 SHEET: 3 OF 4
 DRAWN BY: DC
 JOB # 5622

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

YAKIMA COUNTY AUDITOR _____ DEPUTY _____



PLAT FOR
 SDG

**THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASE 5
N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
YAKIMA COUNTY, WASHINGTON**

DESCRIPTION

THAT PORTION OF TRACT A OF THE PLAT OF GRANDRIDGE ESTATES PHASE 1 RECORDED UNDER AUDITOR'S FILE NUMBER 8007236, LYING IN THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 09 NORTH, RANGE 23 EAST, W.M., RECORDS OF YAKIMA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT A THENCE NORTH 89°27'32" EAST ALONG THE NORTHERLY LINE THEREOF 70.13 FEET TO THE TRUE POINT OF BEGINNING;
THENCE CONTINUING NORTH 89°27'32" EAST ALONG SAID LINE 1089.90 FEET TO THE NORTHWEST CORNER OF TRACT B OF SAID PLAT;
THENCE SOUTH 00°27'53" EAST ALONG THE WESTERLY LINE OF SAID TRACT B 131.33 FEET TO THE BEGINNING OF A NON-CURVED CURVE TO THE RIGHT THE RADIUS POINT OF WHICH BEARS SOUTH 08°27'56" WEST 60.00 FEET; THENCE ALONG SAID CURVE TO THE SOUTHERLY LINE OF SAID TRACT B 543.91 FEET THROUGHOUT A DELTA ANGLE OF 51°28'56"; THENCE NORTH 43°56'50" EAST ALONG THE EASTERLY LINE OF SAID TRACT B 194.76 FEET TO THE WESTERLY LINE OF SAID TRACT A;
THENCE SOUTH 00°27'53" EAST ALONG SAID LINE 174.28 FEET;
THENCE THE FOLLOWING COURSES LYING 30.00 FEET NORTHERLY OF AND PARALLEL WITH THE NORTH LINE OF LOTS 2-13 OF SAID PHASE 1 OF SAID PLAT THE LOTS 73-75 OF PHASE 4 OF GRANDRIDGE ESTATES, RECORDS OF SAID COUNTY;
SOUTH 47°09'29" WEST 177.58 FEET;
SOUTH 67°44'22" WEST 42.54 FEET;
SOUTH 89°32'07" WEST 1071.30 FEET;
THENCE LEAVING SAID PARALLEL LINE NORTH 00°27'53" WEST 357.26 FEET TO THE SAID TRUE POINT OF BEGINNING.
CONTAINS 9.37 ACRES

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

DEDICATION AND WAIVER OF CLAIMS

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED, HAS WITH THE FREE CONSENT OF SAID PARTIES AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND LONG PLATTED AS SHOWN HEREON, DOES HEREBY DEDICATE THE OPERATION TO SAID PUBLIC, IN CONNECTION TO SAID PUBLIC, DOES HEREBY WAIVE ON BEHALF OF ITSELF AND ITS SUCCESSORS AN INTEREST IN SAID LANDS, RECORDS OF SAID COUNTY, GRANDVIEW AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED RIGHT-OF-WAY AND DOES HEREBY DEDICATE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.
CHARVET BROTHERS FARMS

ACKNOWLEDGEMENT

SIGNED _____ TITLE _____ DATE _____
STATE OF _____
COUNTY OF _____
I HEREBY CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF CHARVET BROTHERS FARMS, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.
DATED: _____

PRINTED NOTARY PUBLIC _____
SIGNED NOTARY PUBLIC _____ BY APPOINTMENT EXPIRES _____
NOTARY STAMP
BLACK INK ONLY

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE CITY OF GRANDVIEW THAT THE BRIGATION EASEMENTS SHOWN ON THIS INSTRUMENT ARE THE PROPERTY OF THE CITY OF GRANDVIEW. ALL LOTS SHOWN HEREON FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF ROW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____A.D.

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____ DATE _____

SMD R-O-W NOTE

THE SMD R-O-W SHOWN HEREON WAS DERIVED BY AS-BUILDING THE CANAL ROAD, ALSO FROM OVERLAYING A U.S. GEOLOGICAL SURVEY AERIAL PHOTO DATED 1986, PRIOR TO THE BURIAL OF THE LATERAL. THE EAST END OF THE LATERAL WAS DERIVED BY THE SURVEY DATA SHOWN ON SPN 7718163 AND THE PLAT OF PLEASANT RIDGE HOMES SUBDIVISION.

DRAFT



**PLAT FOR
SDC**

APPROVALS

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

ATTEST: CITY CLERK _____ DATE _____

APPROVED AS TO THE SURVEY DATA LAYOUT OF STREET, ALLEYS AND OTHER RIGHT-OF-WAYS SHOWN HEREON.
DATED _____ DAY OF _____ 20____

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____

CITY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____ A.D.
CITY OF GRANDVIEW TREASURER _____ DATE _____

COUNTY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____ A.D.
YAKIMA COUNTY TREASURER _____ DATE _____

AUDITOR'S CERTIFICATE

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

STRATTON SURVEYING & MAPPING P.C.
313 NORTH BOWEN STREET
YAKIMA, WA 98901
Phone: (509) 733-7244
Fax: (509) 735-6860
stratton@strattonsurveys.com

5622PDLING © 2023
DATE: 06/07/23 SHEET 4 OF 4
DRAWN BY: DC JOB # 5622

RESOLUTION NO. 2023-77

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE FINAL PLAT OF ELDORADO ESTATES – PHASE 1
LOCATED ON WILSON HIGHWAY**

WHEREAS, property owners, Custodio & Maria Olivera, applied for preliminary plat approval for a 92-lot residential subdivision designated as Eldorado Estates; and,

WHEREAS, on November 23, 2021, Council adopted Resolution No. 2021-47 approving Eldorado Estates Residential Subdivision 92-lot preliminary plat subject to conditions outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements; and,

WHEREAS, the infrastructure improvements have been completed for Eldorado Estates – Phase 1 per the City's standards,

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

Section 1. The final plat known as Eldorado Estates – Phase 1 is approved.

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 28, 2023.

MAYOR

ATTEST:

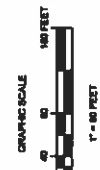
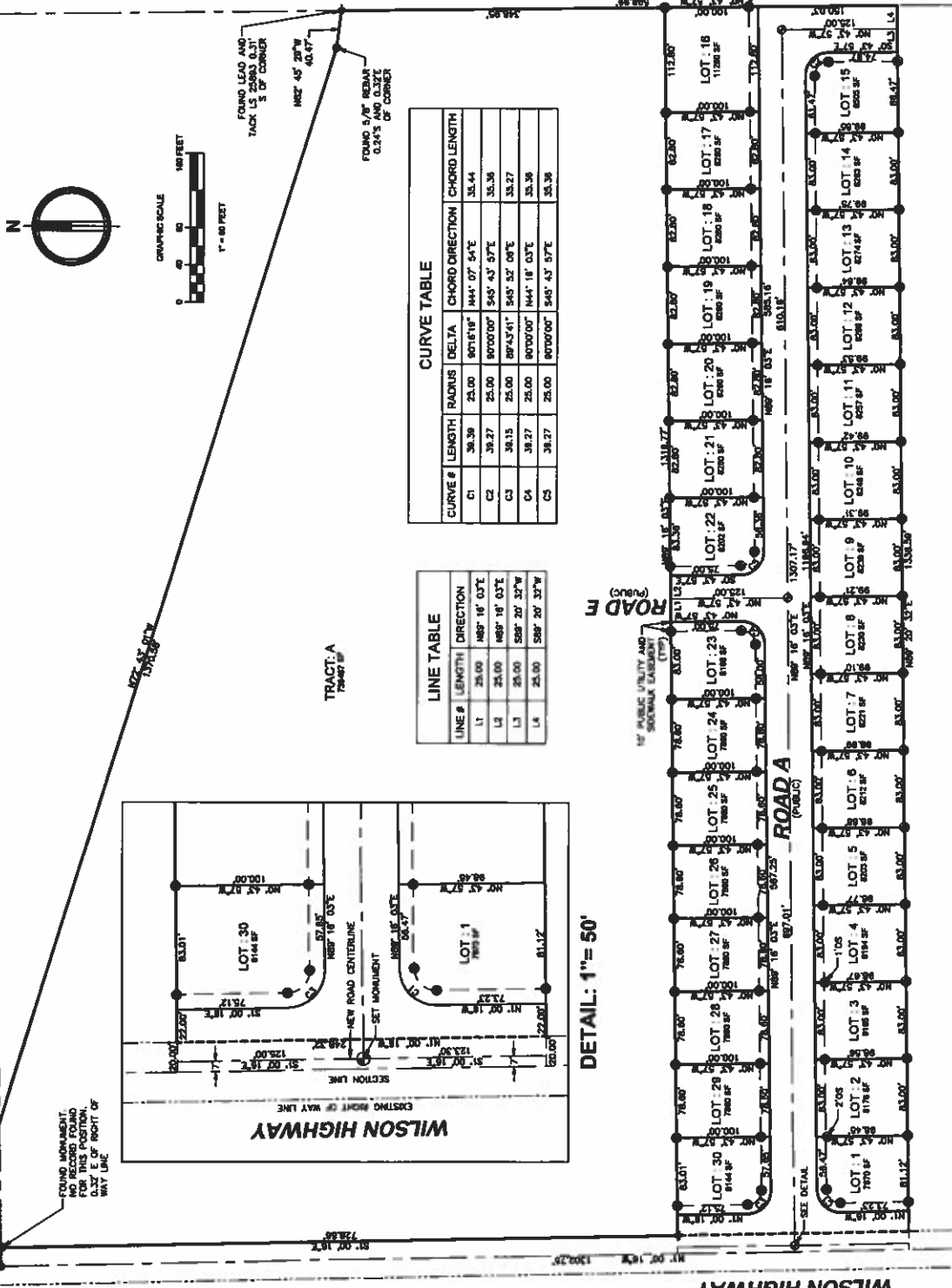
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ELDORADO ESTATES - PHASE 1

A PORTION OF THE SE 1/4 SECTION 14, TOWNSHIP 09 NORTH, RANGE 23 EAST, W.M.,
YAKIMA COUNTY, WASHINGTON.

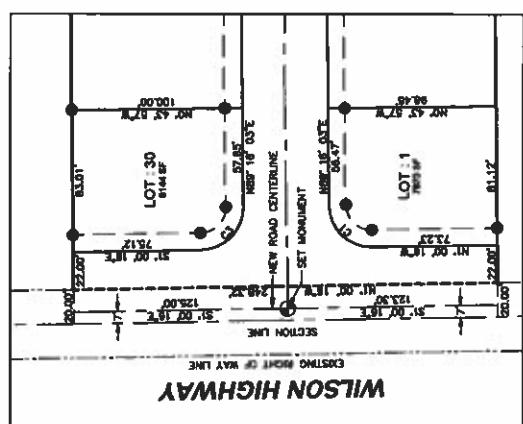


CURVE TABLE

| CURVE # | LENGTH | RADIUS | DELTA | CHORD DIRECTION | CHORD LENGTH |
|---------|--------|--------|-----------|-----------------|--------------|
| C1 | 38.38 | 25.00 | 80°16'18" | M44° 07' 54"E | 35.44 |
| C2 | 39.27 | 25.00 | 80°00'00" | S45° 43' 57"E | 35.38 |
| C3 | 38.15 | 25.00 | 80°43'41" | S45° 53' 06"E | 35.27 |
| C4 | 38.27 | 25.00 | 80°00'00" | M44° 18' 03"E | 35.38 |
| C5 | 39.27 | 25.00 | 80°00'00" | S45° 43' 57"E | 35.38 |

LINE TABLE

| LINE # | LENGTH | DIRECTION |
|--------|--------|---------------|
| L1 | 25.00 | N89° 16' 03"E |
| L2 | 25.00 | N89° 16' 03"E |
| L3 | 25.00 | S88° 20' 37"W |
| L4 | 25.00 | S88° 20' 37"W |



DETAIL: 1"= 50'

SURVEYOR'S CERTIFICATE

I, JOHN W. BECKER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT I HAVE DIRECTLY SUPERVISED AND CONTROLLED THE FIELD WORK AND PREPARED THIS SURVEY IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT, CHAPTER 36.00 RCW, AND I AM A LICENSEE IN GOOD STANDING WITH THE BOARD OF SURVEYORS AND MAPPING CONTRACTORS, LLC.

DATE: 08/08/23
JOB NO.: 2210300151
DRAWN BY: EBF
CHKD. BY: JWB



- LEGEND**
- FOUND MONUMENT AS NOTED
 - SET REBAR AND CAP
 - ▲ SET NAIL AND WASHER
 - FOUND PROPERTY CORNER
 - OFFSET



5004 Road 90, Suite H, Pasco, WA 99031
509.360.5000 TEL. 253.363.2072 FAX. WWW.AHBL.COM WBS