

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, DECEMBER 12, 2023**



**PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.**

**This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.**

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

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
- 4. NEW BUSINESS**
  - A. Resolution authorizing the Mayor to sign a Professional Services Contract for Hearing Examiner Services with Gary M. Cuillier 1-6
  - B. Resolution approving Task Order No. 2023-10 with HLA Engineering and Land Surveying, Inc., for the Butternut Well Control Upgrades 7-13
  - C. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 3-E-183(011)-1 for the Wine Country Road Overlay from Euclid Street to Grandridge Road 14-24
  - D. Resolution authorizing the Mayor to sign a Public Sector Service Agreement with Yakima County Development Association for Economic Development Services 25-35
  - E. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010124GV with the Yakima Valley Conference of Governments 36-39
  - F. Resolution approving Task Order No. 2023-11 with HLA Engineering and Land Surveying, Inc., for the 3.0 MG Reservoir Storage Improvements 40-49
  - G. ARPA Project Recommendations 50-62

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, December 12, 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/89755562865?pwd=zrcXzSGe4TinZErseoQwCMWVUTq74L.1>

To join via phone: +1 253 215 8782


Meeting ID: 897 5556 2865

Passcode: 768815

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

<b>ITEM TITLE</b>  Resolution authorizing the Mayor to sign a Professional Services Contract for Hearing Examiner Services with Gary M. Cuillier	<b>AGENDA NO.</b> New Business 4 (A)  <b>AGENDA DATE:</b> December 12, 2023
<b>DEPARTMENT</b>  Planning	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

**DEPARTMENT HEAD REVIEW**

Anita Palacios, City Clerk (Planning) 

**CITY ADMINISTRATOR**



**MAYOR**



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

Pursuant to Grandview Municipal Code Section 2.50, the City has contracted with Gary M. Cuillier for professional hearing examiner services since January 15, 2008. The current contract expires December 31, 2023.

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

Mr. Cuillier has agreed to continuation of the contract for professional hearing examiner services. He has requested an increase in his hourly compensation from \$155 to \$165 per hour.

Staff recommends Council consider continuation of the contract for Hearing Examiner Services with Mr. Cuillier effective January 1, 2024 through December 31, 2027.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign a Professional Services Contract for Hearing Examiner Services with Gary M. Cuillier to a regular Council meeting for consideration.

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES CONTRACT  
FOR HEARING EXAMINER SERVICES WITH GARY M. CUILLIER**

**WHEREAS**, Gary M. Cuillier has been selected by the City to provide Hearing Examiner services; and,

**WHEREAS**, a Professional Services Contract has been prepared setting forth the services, duties and responsibilities of the Hearing Examiner,

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

The Mayor is hereby authorized to sign a Professional Services Contract for Hearing Examiner services with Gary M. Cuillier, in the form as is attached hereto and incorporated herein by reference.

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PROFESSIONAL SERVICES CONTRACT  
CITY OF GRANDVIEW HEARING EXAMINER**

**PARTIES:**

The Parties to this contract are the **CITY OF GRANDVIEW**, 207 W. Second Street, Grandview, Washington 98930 ("City" herein), and **GARY M. CUILIER**, Attorney at Law, 314 N. 2<sup>nd</sup> Street, Yakima, Washington 98901 ("Cuillier", "Hearing Examiner" herein).

**RECITALS:**

- 1) The City of Grandview has adopted a hearing examiner system for certain land use matters, at Ch. 2.50, GMC.
- 2) Cuillier has experience in land use matters, including as a hearing examiner for the City of Grandview and other municipalities, and has advised numerous municipalities concerning land use matters.

**AGREEMENT:**

1. **Engagement of Hearing Examiner.** The City hereby hires Cuillier, and Cuillier agrees to serve, as hearing examiner for the purposes set forth in the City's various ordinances and land use regulations as may be determined by the City Council pursuant to Chapter 2.50 of the Grandview Municipal Code.

2. **Character and Extent of Services.** Cuillier shall perform the services of hearing examiner for the City of Grandview as required in the City's ordinances, as well as other duties as may be assigned by the City Council from time to time.

3. **Pro Tem Hearing Examiner.** It is not contemplated that the City Council will have to appoint a pro term hearing examiner to serve in the event of absence or inability of the hearing examiner to act until such time as such a need arises.

4. **Case Assignment.** If a pro term hearing examiner is appointed in the future, the City Administrator, or his designee, shall assign cases.

5. **Additional Duties.** If a pro term hearing examiner is appointed in the future, the examiner shall coordinate with the pro term hearing examiner in order to insure consistency of analysis and efficient decision making. The examiner's duty to determine matters efficiently shall include the duty to issue written findings and conclusions for all matters coming before the examiner within ten (10) working days of the conclusion of the hearing on each matter unless a longer period is agreed to in writing by the applicant.

6. **Liaison.** The City Administrator, or his representative, shall serve as the City's liaison with the examiner.

**7. Independent Contractor.**

- a. Cuillier's services shall be furnished as an independent contractor and not as an agent, employee or servant of the City. Cuillier specifically has the right to direct and control his own activities in providing the agreed services in accordance with the specifications set out in this agreement.
- b. Cuiller acknowledges that the entire compensation set forth for this contract is set forth herein, and neither he nor his employees are entitled to any City benefits, including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, fringe benefits, or any other rights or privileges afforded to City employees.
- c. Cuillier shall have and maintain complete responsibility and control over his subcontractors, employees, agents and representatives.
- d. Cuillier shall pay for all taxes, fees, licenses, or payments required by federal, state or local laws which are now or may be enacted during the term of this contract.

**8. Professional Fees.** The examiner shall be paid by the City for professional services rendered under this contract at the rate of One Hundred Sixty Five Dollars (\$165) per hour. Unless requested or approved otherwise by the city administrator, the examiner will view the sites of any proposed land use actions on the day of the applicable hearings prior to the hearings. The City will pay for the examiner's round-trip travel time from the examiner's office in Yakima to hearings in the City – which will include the time to view the sites of the proposed land use actions prior to the hearings on the day of the hearings – at the rate of Seventy Five Dollars (\$75) per hour. The payment specified in this section shall be full compensation for services rendered, including al labor, materials, supplies, equipment and necessary incidentals.

**9. Itemized Statements.** By the 5<sup>th</sup> day of each month, the examiner will provide to the City an itemized statement for his services rendered during the previous month.

**10. Payment Schedule.** Payments will be made within twenty-five (25) days of the City's receipt of the examiner's statements.

**11. Facilities to be Furnished by Hearing Examiner.** The examiner shall furnish and maintain an office, equipment, library and clerical staff suitable and adequate for performing the services to be rendered pursuant to this contract. The City shall provide at its expense a hearing room, recording equipment and related supplies.

**12. Ownership of Documents.** The record developed before the examiner, including the examiner's decision or recommendation, shall be the property of the City. The examiner's work product, consisting of notes, research and preliminary drafts, shall be the property of the examiner.

**13. Termination.** If the examiner shall decide to resign prior to the termination date of this contract, he shall first give written notice not less than ninety (90) days prior to the date of his resignation. The City may terminate this contract for cause or without cause upon giving the examiner thirty (30) days written notice. For purposes of this paragraph, "cause" shall include, but not be limited to, a determination by the City Administrator that the examiner is not giving due consideration to proper procedures or is not conducting hearings in a prudent manner, giving due regard to the Appearance of Fairness Doctrine, laws regarding conflicts of interest, and/or other laws, procedures, and regulations dealing with the subject matter under consideration.

**14. Indemnification.** The City, to the extent of its coverage by the Washington Cities Insurance Authority for acts and omissions of public officials, shall indemnify, defend and hold the examiner harmless from all liability, loss or damage, including costs of defense that he may suffer as a result of claims, demands, actions, damages, costs or judgments which result from any negligent or other actions or omissions not excluded by said coverage.

**15. Non-Assignment.** This contract is personal to the examiner and is not assignable by the examiner to any other individual.

**16. Amendment.** This contract can only be amended by the written agreement of both parties.

**17. Nondiscrimination.** Cuillier, his assignees, delegates, or subcontractors shall not discriminate against any person in the performance of any obligation hereunder on the basis of age, sex, marital status, sexual orientation, race, creed, religion, color, national origin, honorably discharged veteran or military status, disability, or any other protected status.

**18. Interest of Public Officials.** No member of the governing body of the City and no officer, employee or agent of the City shall have any personal financial interest, direct or indirect, in this contract. The examiner shall take appropriate steps to assure compliance.

**19. Interest of Hearing Examiner.** The examiner covenants that he presently has no interest and shall not acquire an interest, direct or indirect, in any property which is the subject of a proceeding before the examiner which would conflict in any manner or degree with the performance of his services hereunder.

**20. Term.** This contract shall commence January 1, 2024 and terminate December 31, 2027 unless prior to said date it is renewed for an additional period on terms agreeable to the City and the examiner.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF GRANDVIEW

HEARING EXAMINER

By: \_\_\_\_\_  
Gloria Mendoza, Mayor

Gary M. Ouillier  
Gary M. Ouillier, Hearing Examiner  
Date Signed: 12-4-23

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Quinn N. Plant, City Attorney



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

**ITEM TITLE**

Resolution approving Task Order No. 2023-10 with HLA Engineering and Land Surveying, Inc., for the Butternut Well Control Upgrades

**AGENDA NO.:** New Business 4 (B)

**AGENDA DATE:** December 12, 2023

**DEPARTMENT**

Public Works Department

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

**DEPARTMENT DIRECTOR REVIEW**

Hector Mejia, Public Works Director



**CITY ADMINISTRATOR**

**MAYOR**




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

The City plans to upgrade electrical systems at the Butternut Well. The existing well electrical distribution equipment and control panel equipment are over 30 years old and were installed between 1990 and 1991.

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

The City has experienced recent equipment failures and given the reliance on this water source all aging equipment is planned to be replaced. The first phase of this project involves designing a replacement control panel for the well. Design for replacement of other electrical equipment will be provided in future project phases by amendment to this task order. Connetix Engineering, Inc., will provide electrical engineering services for the project.

Attached is Task Order No. 2023-10 with HLA Engineering and Land Surveying, Inc., to provide design, construction and electrical engineering services for the Butternut Well Control Upgrades with an estimated fee for services in the amount of \$105,970.

**ACTION PROPOSED**

Move a resolution approving Task Order No. 2023-10 with HLA Engineering and Land Surveying, Inc., for the Butternut Well Control Upgrades to a regular Council meeting for consideration.

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2023-10 WITH HLA ENGINEERING AND  
LAND SURVEYING, INC., FOR THE BUTTERNUT WELL CONTROL UPGRADES**

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

**WHEREAS**, the City would like to enter into a Task Order with HLA to provide professional engineering and land surveying services for the Butternut Well Control Upgrades,

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

The Mayor is hereby authorized to sign Task Order No. 2023-10 with HLA Engineering and Land Surveying, Inc., for the Butternut Well Control Upgrades with an estimated fee for services in the amount of \$31,500 for design engineering, \$36,520 for construction engineering, and \$37,950 for electrical engineering in the form as is attached hereto and incorporated herein by reference.

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**TASK ORDER NO. 2023-10**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Butternut Well Control Upgrades**  
**HLA Project No. 23193E**

The City of Grandview (CITY) plans to upgrade electrical systems at their Butternut Well. The existing well electrical distribution equipment (MCC) and control panel equipment are over 30 years old and were installed between 1990 and 1991. The City has experienced recent equipment failures and given the reliance on this water source all aging equipment is planned to be replaced. The first phase of this project involves designing a replacement control panel for the well. Design for replacement of other electrical equipment will be provided in future project phases by amendment to this task order. Connetix Engineering, Inc., (CEI) will provide electrical engineering services for the project.

**SCOPE OF SERVICES:**

At the direction of the CITY, HLA shall provide professional engineering services for the Butternut Well Electrical Upgrades project (PROJECT). HLA services shall include the following:

**1.0 Design Engineering**

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.
- 1.3 Perform field investigations necessary to design the identified improvements.
- 1.4 Prepare preliminary plans and a cost estimate of improvements for review and approval by the CITY.
- 1.5 Based on approved preliminary engineering plans, perform and present design to CITY at 60% and 90% completion for final coordination.
- 1.6 Incorporate CITY review comments and prepare final draft plans, specifications, and estimate for review and approval by CITY.
- 1.7 Perform quality control and assurance review of all final documents.
- 1.8 Prepare Engineer's cost estimate.
- 1.9 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement.
- 1.10 Prepare advertisement for bids. Coordinate with CITY on number and location publications. (All advertising fees to be paid by CITY.)
- 1.11 Post documents to HLA website, notify potential bidders and utility companies of PROJECT posting, and maintain planholder list.
- 1.12 Answer and supply information as requested by prospective bidders.

- 1.13 Prepare and issue addenda, if necessary.
- 1.14 Attend and participate in the bid opening and evaluation process.
- 1.15 Provide bid tabulation summary.
- 1.16 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

## **2.0 Construction Engineering**

- 2.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contracts, and coordinate execution with the CITY and Contractor.
- 2.2 Review Contractor's submission of certificate of insurance and contract bond.
- 2.3 Coordinate and conduct preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.4 Prepare and transmit notice to proceed to Contractor.
- 2.5 Respond to contractor requests for information (RFI).
- 2.6 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Attend construction meetings anticipated once per week during the duration of improvements.
- 2.8 Interpret plans and specifications when necessary.
- 2.9 Prepare daily progress reports.
- 2.10 Prepare weekly statements of working days.
- 2.11 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 2.12 Review Contractor's submission of samples and shop drawings.
- 2.13 Perform measurement and computation of pay items.
- 2.14 Provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.15 Prepare proposed contract change orders and/or force account computations as required.
- 2.16 Conduct final inspection and prepare punchlist after final PROJECT walkthrough with the Contractor, CITY, and HLA.
- 2.17 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer.
- 2.18 Monitor the Contractor's compliance with federal and state labor standards.
- 2.19 Prepare and submit recommendation of PROJECT acceptance and notice of completion of public works contract (NOC) for CITY.

### **3.0 Electrical Engineering**

- 3.1 CEI will provide Control Panel design to replace the existing control panel.
- 3.2 New Control Panel design includes provisions for control and connection to existing equipment.
- 3.3 New Control Panel design includes provisions for control of future updated motor controls equipment.
- 3.4 Complete one (1) site visit (two (2) personnel) to investigate and map out field wiring from MCC buckets to the existing control panel.
- 3.5 Complete one (1) control panel shop test trip.
- 3.6 Perform programming (based upon the current program) for the new control panel programmable logic controller (PLC).
- 3.7 Program a new touch screen operator interface to replace the numerous switches, dials, displays, and lights on the existing control panel door.
- 3.8 Complete one (1) site visit for startup (coordinated with installation of the new panel).
- 3.9 CEI will provide a biddable electrical design package for the replacement of the control panel.
- 3.10 Electrical specifications in Microsoft Word format, will be stylized to match HLA specifications.
- 3.11 CEI will provide electrical drawings in AutoCAD format using HLA provided background drawings.
- 3.12 The new booster design will be based on a CompactLogix PLC, capable of communicating with the existing water SCADA system, as well as being future facing for the future MCC replacement.

### **4.0 Additional Services**

- 4.1 Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

### **5.0 Items to be Furnished and Responsibility of CITY**

The CITY will provide or perform the following:

- 5.1 Provide full information as to CITY requirements for the PROJECT.
- 5.2 The CITY shall assist HLA by providing all available information pertinent to the PROJECT relative to design and construction of the PROJECT.
- 5.3 Provide HLA all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to the PROJECT.
- 5.4 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 5.5 Obtain approval of all required governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 5.6 Pay for PROJECT bid advertisement costs.

- 5.7 Pay for all necessary permits and testing fees not paid by the Contractor.

#### **TIME OF PERFORMANCE:**

Following receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT as follows:

##### **1.0 Design Engineering**

- 1.1 HLA will provide 60% draft plans, 60% draft specifications, and 60% cost estimate for CITY review within forty-five (45) calendar days from receipt of signed Task Order.
- 1.2 90% draft plans, specifications, and estimate will be provided within thirty (30) calendar days of receiving CITY comments on 60% plans, specifications, and estimate.
- 1.3 100% draft plans, specifications, and estimate will be provided within thirty (30) calendar days of receiving CITY's comments on 90% plans, specifications, and estimate.
- 1.4 Final plans, specifications, and estimate will be provided to the CITY within fifteen (15) calendar days of receiving comments on 100% draft plans, specifications, and estimate.

##### **2.0 Construction Engineering**

- 2.1 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.
- 2.2 A maximum of twenty (20) working days has been assumed for the construction of the improvements, utilizing a standard 40-hour work week.
- 2.3 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the twenty (20) total working days shall be considered additional services.

##### **3.0 Electrical Engineering**

- 3.1 CEI will provide 60% draft electrical documents for inclusion in plans and specifications for CITY review within forty-five (45) calendar days of subconsultant agreement execution.
- 3.2 CEI will provide 90% draft electrical documents within thirty (30) calendar days of receiving CITY comments on 60% documents.
- 3.3 100% draft electrical documents will be provided by CEI within thirty (30) calendar days of receiving CITY comments on 90% plans, specifications, and estimate.
- 3.4 Final plans, specifications, and estimate will be provided to the CITY/TOWN within fifteen (15) calendar days of receiving comments on 100% draft plans, specifications, and estimate.

##### **4.0 Additional Services**

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

**FEE FOR SERVICE:**

For the services furnished by HLA as described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

**1.0 Design Engineering**

All work for design engineering shall be performed for the lump sum fee of \$31,500.00.

**2.0 Construction Engineering**

All work for construction engineering 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 maximum fee of \$36,520.00.


**3.0 Electrical Engineering**

All work for CEI electrical engineering services 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 maximum fee of \$37,950.00.

**4.0 Additional Services**

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

**Proposed:**

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

4/28/2023  
Date

**Approved:**

\_\_\_\_\_  
City of Grandview  
Gloria Mendoza, Mayor

\_\_\_\_\_  
Date

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

**ITEM TITLE**

Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 3-E-183(011)-1 for the Wine Country Road Overlay from Euclid Street to Grandridge Road

**AGENDA NO.:** New Business 4 (C)

**AGENDA DATE:** December 12, 2023

**DEPARTMENT**

Public Works Department

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable) N/A

**DEPARTMENT HEAD REVIEW**

Hector Mejia, Public Works Director

  
**MAYOR**  


**CITY ADMINISTRATOR**



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

The City submitted a grant funding application to the Washington State Transportation Improvement Board for the Wine Country Road Overlay from Euclid Street to Grandridge Road.

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

On December 4, 2023, the Washington State Transportation Improvement Board announced that the City was awarded 90% of approved eligible project costs with a maximum grant of \$470,790 for the Wine Country Road Overlay from Euclid Street to Grandridge Road. The City will be required to provide a 10% local match which will be allocated from the Transportation Benefit District. Attached is the Fuel Tax Grant Agreement with TIB that will require Council approval.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement Project Number 3-E-183(011)-1 for the Wine Country Road Overlay from Euclid Street to Grandridge Road to a regular Council meeting for consideration.



**Anita Palacios**

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**From:** Cus Arteaga  
**Sent:** Monday, December 4, 2023 11:24 AM  
**To:** Shane Fisher  
**Cc:** Anita Palacios; Matt Cordray; Hector Mejia; Lillian Veliz  
**Subject:** FW: Congratulations on Selection - Grandview - Wine Country Road Overlay - TIB Project Number 3-E-183(011)-1  
**Attachments:** Segment List - Grandview - Wine Country Road Overlay.pdf; Selection Letter - Grandview - Wine Country Road Overlay.pdf; Funding Status Form - Grandview - Wine Country Road Overlay.pdf; Grant Agreement - Grandview - Wine Country Road Overlay.pdf

Great news, TIB is funding the WCR (Euclid to Grandridge) overlay for next year. We will need to have Council approve the attached agreement and for them to authorize the mayor to sign all contract documents. Matt will need to do the budget amendment for the funds and we will also need to tap the TBD for the 10% matching requirement.

Shane, a project to consider for next year could be West Fifth Street from Butternut to the west City Limits.

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

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**From:** Heusman, Jonathan (TIB) <JonathanH@tib.wa.gov>  
**Sent:** Monday, December 4, 2023 11:02 AM  
**To:** Cus Arteaga <carteaga@grandview.wa.us>  
**Subject:** Congratulations on Selection - Grandview - Wine Country Road Overlay - TIB Project Number 3-E-183(011)-1

**CAUTION:** External Email

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Congratulations! On December 1<sup>st</sup>, 2023 the TIB board approved funding for the subject project. Please find the attached project selection letter, fuel tax grant agreement, project funding status form, and segment list. Prior to beginning any reimbursable work, please "wet" sign a copy of the fuel tax grant agreement and project funding status forms and return them to me as well as an excerpt from the agency's adopted six-year program if applicable (these are not needed for preservation projects). Please send scanned copies of the documents back to me in PDF format for processing.

If you have any questions, please give me a call at (360) 586-1143 or reply to this email. I look forward to working with you on this project.

All the Best



**Jonathan Heusman, PE**  
Southeast Region Engineer  
[www.tib.wa.gov/](http://www.tib.wa.gov/)

E: [jonathanh@tib.wa.gov](mailto:jonathanh@tib.wa.gov)  
T: 360.586.1143  
A: PO Box 40901, Olympia, WA 98504-0901



# Washington State Transportation Improvement Board

## TIB Members

Chair

Mayor Glenn Johnson  
City of Pullman

Vice Chair

Councilmember Sam Low  
Snohomish County

Amy Asher

Mason Transit Authority

Aaron Butters, PE  
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Whatcom Transportation Authority

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Maria Thomas  
Office of Financial Management

Jennifer Walker  
Thurston County

Jane Wall

County Road Administration Board

December 1, 2023

Mr. Cus Arteaga  
City Administrator/Public Works Director  
City of Grandview  
207 West 2nd Street  
Grandview, WA 98930-1398

Dear Mr. Arteaga:

Congratulations! We are pleased to announce the selection of your project, Wine Country Road Overlay, Euclid St to Grandridge Rd, TIB project number 3-E-183(011)-1.

TIB is awarding 90.0000% of approved eligible project costs with a maximum grant of \$470,790.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and, revise if necessary. Sign and email a copy.
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by December 2, 2024 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Jonathan Heusman, TIB Project Engineer, at [JonathanH@TIB.wa.gov](mailto:JonathanH@TIB.wa.gov).

Sincerely,

Ashley Probart  
Executive Director

Enclosures

Ashley Probart  
Executive Director

P.O. Box 40901  
Olympia, WA 98504-0901  
Phone: 360-586-1140  
Fax: 360-586-1165  
[www.tib.wa.gov](http://www.tib.wa.gov)

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE  
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT AGREEMENT  
PROJECT NUMBER 3-E-183(011)-1 FOR THE WINE COUNTRY ROAD OVERLAY  
FROM EUCLID STREET TO GRANDRIDGE ROAD**

**WHEREAS**, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB grant funds in the amount of \$470,790 for the Wine Country Road Overlay from Euclid Street to Grandridge Road, and

**WHEREAS**, the City must execute a Fuel Tax Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board for Project Number 3-E-183(011)-1 Wine Country Road Overlay from Euclid Street to Grandridge Road in the form as is attached hereto and incorporated herein by reference

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

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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



City of Grandview  
3-E-183(011)-1  
Wine Country Road Overlay  
Euclid St to Grandridge Rd

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Grandview  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Wine Country Road Overlay, Euclid St to Grandridge Rd (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 90.0000 percent of approved eligible project costs up to the amount of \$470,790, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

#### 6.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

#### 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

#### 8.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.







# Project Funding Status Form

Agency Name: **GRANDVIEW**  
Project Name: **Wine Country Road Overlay  
Euclid St to Grandridge Rd**

TIB Project Number: **3-E-183(011)-1**

Verify the information below and revise if necessary.  
Email to: Your TIB Engineer

## PROJECT SCHEDULE

Target Dates		
Construction Approval	Contract Bid Award	Contract Completion

## PROJECT FUNDING PARTNERS

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GRANDVIEW	52,310	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>52,310</b>	

Signatures are required from two different agency officials. Return the originally signed form to your TIB Engineer.

Mayor or Public Works Director

\_\_\_\_\_  
Signature  
**Gloria Mendoza**  
\_\_\_\_\_  
Printed or Typed Name

December 12, 2023  
\_\_\_\_\_  
Date  
**Mayor**  
\_\_\_\_\_  
Title

Financial Officer

\_\_\_\_\_  
Signature  
**Matt Cordray**  
\_\_\_\_\_  
Printed or Typed Name

December 12, 2023  
\_\_\_\_\_  
Date  
**City Treasurer**  
\_\_\_\_\_  
Title

Arterial Preservation Program (APP)  
***Approved Segment Listing***  
FY 2025 Overlay Program

**GRANDVIEW**

Street	Termini	Pavement Length	Pavement Width
<b>Wine Country Road</b>	<b>Euclid St to Grandridge Rd</b>	<b>3,350 feet</b>	<b>43 feet</b>

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

**ITEM TITLE**

**AGENDA NO.:** New Business 4 (D)

Resolution authorizing the Mayor to sign a Public Sector Service Agreement with Yakima County Development Association for Economic Development Services

**AGENDA DATE:** December 12, 2023

**DEPARTMENT**

Economic Development

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

**DEPARTMENT DIRECTOR REVIEW**

Shane Fisher, City Administrator



**CITY ADMINISTRATOR**

**MAYOR**




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

The City is nearing the end of its Public Sector Service Agreement with Yakima County Development Association (YCDA) for economic development services. YCDA has played a key role in Grandview's economic development activities for many years.

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

Attached is YCDA's Public Sector Service Agreement with the City for the period of January 1, 2024 to December 31, 2028 in the annual amount of \$14,000. YCDA requested an annual agreement increase from \$10,000 to \$14,000 per year.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign a Public Sector Service Agreement with Yakima County Development Association for Economic Development Services to a regular Council meeting for consideration.

**Anita Palacios**

---

**From:** Shane Fisher  
**Sent:** Monday, November 27, 2023 8:08 AM  
**To:** Anita Palacios  
**Subject:** FW: YCDA Follow up  
**Attachments:** City of Grandview contract 24-28 .doc

**From:** Terry Edmands <[terry@ycda.com](mailto:terry@ycda.com)>  
**Sent:** Wednesday, November 22, 2023 9:07 PM  
**To:** Cus Arteaga <[carteaga@grandview.wa.us](mailto:carteaga@grandview.wa.us)>; Shane Fisher <[sfisher@grandview.wa.us](mailto:sfisher@grandview.wa.us)>  
**Cc:** Jonathan Smith <[Jon@ycda.com](mailto:Jon@ycda.com)>  
**Subject:** RE: YCDA Follow up

---

**CAUTION:** External Email

---

Wonderful news Cus. Thank you, Shane, and all at the City of Grandview! I've attached the revised service agreement to reflect the new contribution amount. Please review, sign, and return it at your convenience.

Best,

Terry Edmands  
Investor Relations Director



**From:** Cus Arteaga <[carteaga@grandview.wa.us](mailto:carteaga@grandview.wa.us)>  
**Sent:** Monday, November 20, 2023 10:51 AM  
**To:** Terry Edmands <[terry@ycda.com](mailto:terry@ycda.com)>; Shane Fisher <[sfisher@grandview.wa.us](mailto:sfisher@grandview.wa.us)>  
**Cc:** Jonathan Smith <[Jon@ycda.com](mailto:Jon@ycda.com)>  
**Subject:** RE: YCDA Follow up

This has been included and approved in the 2024 budget.

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

**From:** Terry Edmands <[terry@ycda.com](mailto:terry@ycda.com)>  
**Sent:** Friday, November 17, 2023 4:37 PM  
**To:** Shane Fisher <[sfisher@grandview.wa.us](mailto:sfisher@grandview.wa.us)>; Cus Arteaga <[carteaga@grandview.wa.us](mailto:carteaga@grandview.wa.us)>

Cc: Jonathan Smith <[Jon@ycda.com](mailto:Jon@ycda.com)>

Subject: YCDA Follow up

**CAUTION:** External Email

Hi Cus and Shane,

I'm writing to follow up on the status of council's approval of the City of Grandview's 2024-2028 financial support for YCDA. I have attached the formal solicitation letter requesting the increased amount of \$14,000 annually for a total of \$70,000 over the 5-year period.

Once your confirmation of the approved amount is received, I will prepare and forward the 2024-2028 public sector service agreement for your review and signature.

With Gratitude,



**Yakima County  
Development  
Association**  
CHOOSE YAKIMA VALLEY

**TERRY EDMANDS**  
Investment Relations Director

**2520 W. Washington Ave. Suite #1,  
Yakima WA. 98903**

[chooseyakima.com](http://chooseyakima.com)  
509-575-1140



August 24, 2023

**Board Officers**

**Chair**

Jon DeVaney, *WA. State Tree Fruit Assoc.*

**Past Chair**

Peter Marinace, *KeyBank*

**Treasurer**

David Cobia, *Clifton Larson Allen*

**Board of Directors**

Amanda McKinney, *Yakima County*

Amy Martinez, *SCWC*

Andy Marble, *Horizon Distribution*

Austin Beebe, *HUB International*

Ben Annen, *HLA Engineering*

Brad Hansen, *Baker Boyer Bank*

Brittney Hill, *Yakima Chief Hops*

Celina Sanchez, *AGC of WA*

Christine Cote, *Perry Technical Institute*

Cus Arteaga, *City of Grandview*

Dan Maycock, *Loftus Labs*

Jay Hester, *Port of Sunnyside*

Jeff Perrault, *Perrault Farms Inc.*

Jeff Cromer, *Washington Beef*

John Cooper, *Yakima Valley Tourism*

John Hodkinson, *City of Union Gap*

Kyle Curtis, *Ramsey Companies*

Linda DiLembo, *Centercal Properties*

Linda Kaminski, *Yakima Valley College*

Lindsey Beddeson, *Tri-Ply Construction*

Maria Rodriguez, *RCDR*

Matt Brown, *City of Yakima*

Mike Battle, *HLA Engineering*

Moriet Miketa, *Heritage Real Estate Group*

Natasha Trudeau, *Triumph Actuation*

***Products***

Randy Fenich, *Moss Adams LLP*

Rosylen Oglesby, *City of Yakima*

Scott Carnack, *City of Zillah*

Toni Petty, *Pacific Power*

Vicki Baker, *YVCOG*

City of Grandview  
207 W. 2<sup>nd</sup> Street  
Grandview, WA 98930

Dear City of Grandview Leadership,

Thank you for considering an investment in the Yakima County Development Association's 2024-2028 initiative, **Choose Yakima Valley**. We believe this initiative is critical to the Yakima Valley communities' continued growth and development and have invested significant amounts of time and resources to maximize its impact and effectiveness.


As a stakeholder in the community's economic future, your endorsement of **Choose Yakima Valley** is paramount to our success. We need leaders like you to ensure the ideal balance of public and private sector support and influence. We respect the many contributions the City of Grandview has provided in making the Yakima Valley a better place and equally acknowledge your ongoing efforts. To establish the momentum necessary to perform to expectation, we need partners like the City of Grandview to make commitments commensurate with their capacity and their potential for direct returns when the **Yakima County Development Association** achieves its goals and objectives.

Accordingly, we respectfully request your consideration of an increased five-year annual investment of **\$14,000** for a total investment of **\$70,000**. This level of support will demonstrate to all that the City of Grandview is a committed investor and leader in the Yakima Valley.

A pledge sheet is enclosed to convey the amount and terms of your investment. We appreciate your careful review of this request and hope you will treat it with the appropriate degree of priority and urgency. If you have any questions, please do not hesitate to contact me or Terry Edmands, Campaign Director at (509)-575-1140 ext. 103 or [terry@ycda.com](mailto:terry@ycda.com).

Thank you again for your ongoing support of YCDA and your investment consideration. We look forward to the City of Grandview returning as one of our most valued investors.

In partnership and with warm personal regards,



Jonathan Smith  
YCDA Executive Director

**RESOLUTION NO. 2023-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A PUBLIC SECTOR SERVICE AGREEMENT  
WITH YAKIMA COUNTY DEVELOPMENT ASSOCIATION FOR  
ECONOMIC DEVELOPMENT SERVICES**

**WHEREAS**, YCDA is a Washington private non-profit corporation representing a coalition of business, government, labor, and education leadership dedicated to planning, developing, and implementing community economic development programs; and

**WHEREAS**, economic development programs are coordinated public and private actions which aid in enhancing Yakima County's business environment and livability by planning and building local economic capacity such as: an effective education and training system; sound transportation and physical infrastructure; attractive diverse private and public investments; and competitive and skilled work force; and

**WHEREAS**, YCDA staff possesses valuable skill, experience and expertise in community economic development; and

**WHEREAS**, YCDA has been involved in many significant investment decisions in the Grandview area and Yakima County; and

**WHEREAS**, the City of Grandview wishes to utilize the skill, experience, and expertise of YCDA rather than attempting to perform the same services at greater expense; and

**WHEREAS**, the City of Grandview wishes to exercise authority granted under RCW 35.21.703 with YCDA to provide economic development assistance to the City of Grandview; and

**WHEREAS**, the City of Grandview desires to have certain services performed by YCDA as described within this 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 a Public Sector Service Agreement with Yakima County Development Association for economic development services for the period January 1, 2024 to December 31, 2024, in the form as is attached hereto and incorporated herein by reference. The Mayor is further authorized to renew said agreement on an annual basis through December 31, 2028, subject to performance review and evaluation conducted by the City during the yearly budget review process.

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



**YAKIMA COUNTY DEVELOPMENT ASSOCIATION  
PUBLIC SECTOR SERVICE AGREEMENT**

**AGREEMENT PERIOD:** January 1, 2024 to December 31, 2028

**THIS AGREEMENT** is entered into by the City of Grandview and the Yakima County Development Association ("YCDA"), a Washington non-profit corporation.

**WHEREAS**, YCDA is a Washington private non-profit corporation representing a coalition of business, government, labor, and education leadership dedicated to planning, developing, and implementing community economic development programs; and

**WHEREAS**, economic development programs are coordinated public and private actions which aid in enhancing Yakima County's business environment and livability by planning and building local economic capacity such as: an effective education and training system; sound transportation and physical infrastructure; attractive diverse private and public investments; and competitive and skilled work force; and

**WHEREAS**, YCDA staff possesses valuable skill, experience and expertise in community economic development; and

**WHEREAS**, YCDA has been involved in many significant investment decisions in the Grandview area and Yakima County; and

**WHEREAS**, The City of Grandview wishes to utilize the skill, experience, and expertise of YCDA rather than attempting to perform the same services at greater expense; and

**WHEREAS**, The City of Grandview wishes to exercise authority granted under RCW 35.21.703 with YCDA to provide economic development assistance to The City of Grandview; and

**WHEREAS**, The City of Grandview desires to have certain services performed by YCDA as described within this Agreement;

**THEREFORE**, in consideration of payment, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually covenant and agree to the following:

**I. SCOPE OF SERVICES**

The City of Grandview desires to continue utilizing services provided by YCDA. The City of Grandview recognizes that, because of the nature of a private economy, YCDA shall provide economic development programming for the entire Yakima County area and not exclusively for the Grandview area. The City of Grandview understands that it will receive economic development benefits from YCDA's efforts within Yakima County because the City of Grandview is an economic focal point within the County. Such benefits to the City of Grandview include a more diversified economic base, additional employment opportunities and greater prosperity. The economic development program shall consist of the 2024-2028 Strategic Plan drafted by the YCDA Board of Directors.

YCDA shall maintain a professional staff to carry out an economic development program in Yakima County. During the term of this Agreement, YCDA will dedicate its best efforts to carry out such program.

As additional consideration, beyond its general mission of economic development in Yakima County, YCDA shall dedicate its professional and support staff to specific objectives from 2024 through 2028. YCDA shall:

- A. Market the City of Grandview and Yakima County as a location for targeted new business investment. Maintain accurate information about the City of Grandview's costs and opportunities as they relate to new business development. Maintain confidentiality for business clients evaluating sites or facilities within the region.
- B. Work cooperatively with developers, realtors, landowners and other parties within the Grandview area to maintain up-to-date information about sites and facilities that can meet the needs of new or existing businesses.
- C. Conduct yearly visits with Grandview-based businesses as part of YCDA's outreach activities. Provide appropriate follow-up assistance to local businesses based on needs identified during the outreach.
- D. Provide the City of Grandview with a yearly report on the status of local businesses, providing insights on their overall health and feedback on local business climate issues.
- E. Support the City of Grandview's efforts to prepare industrial sites and facilities through applications to local, state, or federal infrastructure funding programs.
- F. Partner with South Central Workforce, K-12, Higher Education, and other workforce development organizations to create and deliver workforce development programs that meet the needs of local employers.
- G. Provide business development training and resources to Yakima County start-ups, microenterprises, and small businesses so they can grow in the County.
- H. Advise the City of Grandview, when requested, regarding industrial sector needs relative to the preparation of land use designation and urban development policies.
- I. Advise the City of Grandview, when requested, on ways to mitigate development impacts from proposed manufacturing or non-retail expansion projects.
- J. Advise the City of Grandview, when requested, regarding public service planning for light and heavy industrial areas, including comments on streets, water, sewer, and other public facilities.

## **II. DURATION OF AGREEMENT**

This Agreement shall commence on January 1, 2024 and shall terminate on December 31, 2024, and renewed annually through December 31, 2028, subject to performance review and evaluation conducted by the City of Grandview during the yearly budget review process.

### **III. COMPENSATION, METHOD OF PAYMENT, RECITYING**

YCDA shall receive payment for services as specified in this Agreement in the total amount of Seventy Thousand Dollars (\$70,000), which amount shall be paid to YCDA in two equal installments of Seven Thousand dollars (\$7,000), with one installment due on Jan 31, and one installment due on July 31. Provided that this Agreement is renewed, payments will continue in the following years in two equal installments on January 31, and July 31 and compensation for services is authorized in the City of Grandview's yearly budget based upon the annual performance review and evaluation. At its discretion, the City of Grandview may acquire additional and specific professional economic development services from YCDA for a mutually agreed upon fee.

YCDA shall provide an annual report of its activities for each calendar year. Such report shall contain a description of accomplishments under the applicable scope of the services provision of the Agreement. Each annual report shall indicate the amount of new investment, retention of investment, and new jobs within Yakima County which affect economic development of the City of Grandview.

### **IV. INTERNAL CONTROL AND ACCOUNTING SYSTEM**

YCDA shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and government accounting and financial report standards.

### **V. ESTABLISHMENT AND MAINTENANCE OF RECORDS**

YCDA shall maintain accounts and records, including personnel, property, financial, and program records, and such other records as the City of Grandview may deem necessary, to ensure proper accounting for all project funds and compliance with this Agreement.

### **VI. AUDITS AND INSPECTIONS**

A. Records and documents pertaining to all matters covered by this Agreement shall be subject at all times to inspections, review, or audit by the City of Grandview and/or federal/state officials so authorized, including but not limited to, the Washington State Examiner.

B. YCDA shall have its annual financial statement compiled by an independent certified public accountant. One copy of any such compilation or review performed by an independent certified public accountant shall be provided to the City of Grandview upon request.

C. YCDA shall provide access of facilities to the City of Grandview, the state and/or federal agencies or officials at reasonable times to monitor and evaluate the services provided under the Agreement. the City of Grandview will give advance notice to YCDA in the case of fiscal audits to be conducted by the City of Grandview.

### **VII. REVIEW AND EVALUATION**

YCDA agrees to cooperate with the City of Grandview or its agent in the City of Grandview's annual review and evaluation of YCDA's performance under this Agreement and to make available all information reasonably required by any such evaluation process.

## **VIII. TERMINATION**

This Agreement may be terminated without cause prior to the date specified above in Section II, by either party providing the other party thirty (30) days written notice of the termination. In the event of termination, the amount of compensation shall be prorated monthly to the nearest full month of service.

## **IX. INSURANCE AND INDEMNIFICATION**

YCDA shall procure and maintain at its own expense for the duration of this Agreement insurance against injury to persons or damage to property or rights which may arise from, or in connection with the performance of work hereunder by YCDA, its agents, representatives, employees.

YCDA shall defend, indemnify, and hold the City of Grandview, its officers, employees, and agents, harmless from any and all liability arising out of the performance of this Agreement.

## **X. NONDISCRIMINATION**

During the performance of this Agreement, YCDA shall not discriminate on the basis of race, color, sex, religion, nationality, creed, sexual orientation, marital status, age, or the presence of any sensory, mental or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefits under this Agreement.

## **XI. CONFLICT OF INTEREST**

YCDA covenants that no officer, employee or agent of the City of Grandview who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Agreement.

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

## **XII. NOTICES**

Whenever this Agreement provides for notice to be provided by one party or another, such notices shall be in writing and directed to the executive director of YCDA, P.O. Box 1387, Yakima, WA, 98907, or City Administrator of the City of Grandview, 207 West Second Street, Grandview, WA 98930. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

## **XIII. CHANGES**

Either party may request changes to this Agreement. Proposed changes, which are mutually agreed upon, shall be incorporated by written amendments to this Agreement.

**XIV. PROHIBITED ACTS**

YCDA shall use all consideration provided under this Agreement solely to pay for labor, equipment, materials, and overhead in its operations. It shall not use such consideration as loans, grants, or gifts to public or private entities for any purpose whatsoever nor shall such consideration be used for the purpose of promotional hosting. Violation of the provision of this section shall be cause of immediate termination of this Agreement and YCDA shall repay to the City of Grandview any funds transferred in violation of this section.

**XV. WHOLE AGREEMENT**

This Agreement constitutes the whole and entire agreement between the parties.

**XVI. ASSIGNMENT**

YCDA shall not assign any of its duties under this Agreement without the prior written consent of the City of Grandview.

**XVII. SEVERABILITY**

In the event any portion of this Agreement is found to be invalid, it is the intent of the parties to enforce the remainder of the Agreement.

**CITY OF GRANDVIEW**

**YAKIMA COUNTY  
DEVELOPMENT ASSOCIATION**

\_\_\_\_\_  
Signature  
Gloria Mendoza  
\_\_\_\_\_  
Name  
Mayor  
\_\_\_\_\_  
Title  
December 12, 2023  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date



ATTEST

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

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

<b>ITEM TITLE</b>  Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010124GV with the Yakima Valley Conference of Governments	<b>AGENDA NO.:</b> New Business 4 (E)  <b>AGENDA DATE:</b> December 12, 2023
<b>DEPARTMENT</b>  Planning	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)

**DEPARTMENT HEAD REVIEW**  
 Anita Palacios, City Clerk (Planning) 

<b>CITY ADMINISTRATOR</b>  	<b>MAYOR</b>  
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**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)

Each year, the City contracts with the Yakima Valley Conference of Governments (YVCOG) for technical assistance to include planning activities and grant applications on an as needed basis as requested by the City.

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

YVCOG has the expertise and capability of assisting the City with planning activities and projects. The maximum amount of compensation and reimbursement to be paid by the City to YVCOG under this Technical Assistance Contract is \$30,000, contract attached. When assistance is requested by the City, YVCOG prepares a scope of work and cost estimate. YVCOG invoices the City based upon actual expenses incurred. This amount has been appropriated in the 2024 planning budget under professional services.

**ACTION PROPOSED**

Move resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010124GV with the Yakima Valley Conference of Governments to a regular Council meeting for consideration.

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT  
NO. 010124GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

**WHEREAS**, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

**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 Technical Assistance Contract No. 010124GV with the Yakima Valley Conference of Governments in the form as is attached hereto and incorporated herein by reference.

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

Organization Name: City of Grandview  
TECHNICAL ASSISTANCE CONTRACT NO. 010124GV

THIS CONTRACT, entered into this (DATE) December 12, 2023, by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by, Conference Chair, , acting hereunto duly authorized, City of Grandview, a municipal corporation or organization, located within Yakima County, State of Washington (hereinafter called the "City" or "Organization"), acting herein by (Name of Mayor or E.D.) Gloria Mendoza Executive Director or Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City or Organization has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City or Organization is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services.** Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City/Organization and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor or Executive Director;

1.2 Assist the City or Organization in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor or Organization;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

1.4 Other Services - Choose One

Not Applicable

See Attached Additional Scope of Services

2. **Time of Performance.** The services provided by the Conference pursuant to this contract shall:

Commence on January 1, 2024 and shall end on December 31, 2024



3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City or Organization. No charge shall be made to the Conference for such information, and the Organization will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement to be paid by the City or Organization hereunder shall not exceed \$ 30,000.00 for all services required.

In addition, the City or Organization will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the Social Security, Workmen's Compensation and Income Tax Laws for persons other than Organization employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to City of Grandview for payment based upon work completed for City of Grandview . Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, City of Grandview or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either City of Grandview or the Conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, City of Grandview will compensate the Conference for that portion of services extended unto City of Grandview .

7. Modification. The terms of this contract may be changed or modified by mutual agreement of City of Grandview and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. City of Grandview shall give notice of their intent to continue or discontinue the contractual agreement for the year 2024 , at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

City of Grandview YAKIMA COUNTY

BY: \_\_\_\_\_ Conference Chair

BY: \_\_\_\_\_ Mayor Gloria Mendoza

ATTEST: \_\_\_\_\_ Secretary

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

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

**ITEM TITLE**

Resolution approving Task Order No. 2023-11 with HLA Engineering and Land Surveying, Inc., for the 3.0 MG Reservoir Storage Improvements

**AGENDA NO.:** New Business 4 (F)

**AGENDA DATE:** December 12, 2023

**DEPARTMENT**

Public Works Department

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

**DEPARTMENT DIRECTOR REVIEW**

Hector Mejia, Public Works Director



**CITY ADMINISTRATOR**



**MAYOR**



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

None

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

The City would like to construct a new 3.0 MG potable water storage reservoir and 3,100 linear feet of 12-inch transmission main to connect to the existing distribution system. This project will improve water system reliability and resiliency by fortifying its storage component and providing redundancy.

The project is partially funded through the Drinking Water State Revolving Fund (DWSRF) loan program. The estimated total project cost is \$11,809,740, which includes \$9,090,000 of DWSRF funds.

Task Order 2023-11 with HLA Engineering and Land Surveying, Inc., provides for project administration, environmental historical, and cultural review, design, construction and electrical engineering services for the 3.0 MG potable water storage reservoir with an estimated fee for services in the amount of \$50,000 for project administration, \$20,000 for environmental, historical and cultural review, \$1,043,200 for design engineering, \$1,208,700 for construction engineering, and \$72,500 for electrical engineering services.

**ACTION PROPOSED**

Move a resolution approving Task Order No. 2023-11 with HLA Engineering and Land Surveying, Inc., for the 3.0 MG Reservoir Storage Improvements to a regular Council meeting for consideration.

**RESOLUTION NO. 2023-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2023-11 WITH HLA ENGINEERING AND LAND  
SURVEYING, INC., FOR THE 3.0 MG RESERVOIR STORAGE 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 would like to enter into a Task Order with HLA to provide professional engineering and land surveying services for the 3.0 MG Reservoir Storage Improvements,

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

The Mayor is hereby authorized to sign Task Order No. 2023-11 with HLA Engineering and Land Surveying, Inc., for the 3.0 MG Reservoir Storage Improvements with an estimated fee for services in the amount of \$50,000 for project administration, \$20,000 for environmental, historical and cultural review, \$1,043,200 for design engineering, \$1,208,700 for construction engineering, and \$72,500 for electrical engineering services in the form as is attached hereto and incorporated herein by reference.

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**TASK ORDER NO. 2023-11**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**3.0 MG Reservoir Storage Improvements**  
**HLA Project No. 23192E**

The City of Grandview would like to construct a new 3.0 MG potable water storage reservoir and 3,100 linear feet of 12-inch transmission main to connect to the existing distribution system. This project will improve water system reliability and resiliency by fortifying its storage component and providing redundancy.

The project is partially funded through the Drinking Water State Revolving Fund (DWSRF) loan program. The estimated total project cost is \$11,809,740, which includes \$9,090,000 of DWSRF funds.

**SCOPE OF SERVICES:**

At the direction of the City of Grandview (CITY), HLA shall provide professional engineering services for the 3.0 MG Reservoir Storage Improvements (PROJECT). HLA services shall include the following:

**1.0 Project Administration**

- 1.1 Assist CITY with financial and construction management requirements of funding agency.
- 1.2 Assist CITY with securing approval of such governmental authorities with jurisdiction over design criteria applicable to the PROJECT.
- 1.3 Assist CITY with funding agency reimbursement process.
- 1.4 Assist CITY with funding agency PROJECT closeout process.
- 1.5 Review water quality testing results and make recommendations to CITY, as needed.
- 1.6 Prepare and submit final well source approval information to the Washington State Department of Health (DOH) for review and approval.
- 1.7 Prepare and submit DOH construction completion report(s) and updated water facility inventory (WFI) form, as required.

**2.0 Environmental, Historical, and Cultural Review**

- 2.1 Perform environmental services, including a Section 106 Archaeological Resource Survey and consultation with the Washington State Department of Archeology and Historic Preservation (DAHP).
- 2.2 Submit an EZ-1 form and maps using the updated EZ-1 form. Include any changes to scope of work.
- 2.3 Identify the area of potential effect (APE) as early as possible in the process to avoid additional reviews later. The APE must include staging areas and other elements of the PROJECT.

- 2.4 Submit an Inadvertent Discovery Plan (IDP) to be approved by the Office of Drinking Water, Washington State Department of Health. Use the template available upon request.
- 2.5 Prepare the State Environmental Policy Act (SEPA) checklist and Determination of Non-Significance (DNS). Assist with publication and submittal of the checklist and environmental determination to the Office of Drinking Water, Washington State Department of Health.

### **3.0 Design Engineering**

This phase results in the preparation of two (2) separate bid packages: one for construction of the new reservoir, and one for transmission main construction to connect the new reservoir to existing city infrastructure. Additional bid packages will be considered additional services. Tasks for each package are similar but may differ slightly as noted below.

- 3.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 3.2 Prepare a reservoir siting evaluation for up to six (6) different reservoir sites that includes preliminary cost estimates, site exhibits, and hydraulic model analysis.
- 3.3 Attend up to two (2) council meetings to assist the CITY with presenting reservoir siting alternatives.
- 3.4 Attend meetings with the CITY to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to three (3) meetings are anticipated per bid package.
- 3.5 Perform field investigations necessary to design the identified improvements.
- 3.6 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 3.7 Prepare 30% preliminary plans and cost estimates of improvements for review and approval by the CITY.
- 3.8 Notify private utilities of pending improvements.
- 3.9 Based on approved 30% preliminary engineering plans, perform and present design to CITY at 60% and 90% completion for final coordination of bid packages.
- 3.10 Prepare project report for Department of Health (DOH) review.
- 3.11 Respond to DOH project report review comment responses for final approval.
- 3.12 Incorporate CITY review comments for two bid packages and prepare final draft plans, specifications, and estimate for review and approval by CITY.
- 3.13 Perform quality control and assurance review of all final documents.
- 3.14 Prepare Engineer's cost estimate.
- 3.15 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement.
- 3.16 Prepare advertisement for bids. Coordinate with CITY on number and location publications. (All advertising fees to be paid by CITY.)

- 3.17 Post documents to HLA website, notify potential bidders and utility companies of PROJECT posting, and maintain planholder list.
- 3.18 Answer and supply information as requested by prospective bidders.
- 3.19 Prepare and issue addenda, if necessary.
- 3.20 Attend and participate in the bid opening and evaluation process.
- 3.21 Provide bid tabulation summary.
- 3.22 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

#### **4.0 Construction Engineering**

- 4.1 Following Council award authorization, prepare Notice of Award to the Contractor, assemble construction contract documents, and coordinate execution with the CITY and Contractor.
- 4.2 Review Contractor's submission of certificate of insurance and contract bond.
- 4.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 4.4 Prepare and transmit notice to proceed to Contractor.
- 4.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 4.6 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 4.7 Review contractor submittals and maintain submittal tracking log.
- 4.8 Respond to contractor requests for information (RFI).
- 4.9 Interpret plans and specifications when necessary.
- 4.10 Prepare daily progress reports.
- 4.11 Prepare weekly statements of working days.
- 4.12 Create and maintain accurate construction documentation for the life of PROJECT.
- 4.13 Ensure the AGENCY has all necessary files for audits.
- 4.14 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 4.15 Review acceptance sampling and testing for construction materials.
- 4.16 Attend construction meetings anticipated once per week during the duration of improvements.
- 4.17 Perform measurement and computation of pay items.
- 4.18 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 4.19 Prepare proposed contract change orders and/or force account computations as required.

- 4.20 Conduct final walkthrough inspection with the Contractor, AGENCY, and HLA. Prepare and transmit punchlist to Contractor.
- 4.21 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer.
- 4.22 Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of this PROJECT.
- 4.23 Monitor the Contractor's compliance with federal and state labor standards.
- 4.24 Witness on-site materials testing. Contractor to schedule and coordinate with material testing firm.
- 4.25 Monitor the Contractor's compliance with BABA requirements and maintain record of material and equipment certifications.
- 4.26 Prepare and submit recommendation of PROJECT acceptance.
- 4.27 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 4.28 Notify AGENCY when retainage may be released.

#### **5.0 Electrical Engineering Services**

This task includes electrical design, construction, and programming services.

- 5.1 Electrical power design for the reservoir, including:
- 5.2 Electrical distribution equipment (120/240 volt single phase assumed) for telemetry equipment, convenience receptacles, and lighting.
- 5.3 Tank lighting design to coordinate with the City's desires.
- 5.4 Control system/telemetry equipment design.
- 5.5 Telemetry panel to coordinate with the City's existing telemetry system.
- 5.6 Signal circuits from a submersible level transmitter and float switches to the telemetry panel.
- 5.7 Site lighting (minimal, not exceeding 2 pole mounted lighting fixtures).
- 5.8 Prepare electrical drawings in AutoCAD format (title blocks and backgrounds to be furnished by HLA Engineering).
- 5.9 Prepare electrical specifications in Word format to match HLA Engineering layout.
- 5.10 Prepare an electrical construction cost projection upon completion of design documents.
- 5.11 Prepare addendums and answer bidder questions during the bid process.
- 5.12 New utility service coordinated with the serving utility.
- 5.13 Radio pathway testing and verification.

- 5.14 Review and provide comment on electrical, and electrical portions of non-electrical, submittals and shop drawings.
- 5.15 Conform Contract Electrical Drawings to addendum changes.
- 5.16 Conform Contract Electrical Drawings to submittals.
- 5.17 Respond to requests for information (RFI's) related to the electrical design and construction.
- 5.18 Preparation of construction change directives and/or change order proposals as necessary.
- 5.19 Construction observation site visits (up to 3) which include review of construction, checking field wiring installed by the Contractor.
- 5.20 Attend and observe/review electrical control panel shop test (1).
- 5.21 Startup site visit (1) for loading of the PLC program and observing start-up of the reservoir.
- 5.22 Site visit (1) for loading Master PLC program revisions and HMI revisions.
- 5.23 Review and provide comments on Contractor O&M manuals.
- 5.24 Prepare record drawings for the project based on site visits and review of the Contractor's record drawings.
- 5.25 Develop and install programming for the PLC at the new reservoir for coordination and communications to the City's existing SCADA system.
- 5.26 Develop and install program modifications to the existing Master PLC and HMI located at City Shops for the addition of the new reservoir into the existing SCADA system.
- 5.27 If the reservoir is remotely located in lieu of being located close to the existing shop and maintenance building, developing and installing radio configurations will be added to the scope of work.

## **6.0 Additional Services**

Provide professional engineering and construction services for additional work requested by the CITY that is not included in this Task Order.

## **7.0 Items to be Furnished and Responsibility of the CITY**

The CITY will provide or perform the following:

- 7.1. Provide full information as to CITY requirements of the PROJECT.
- 7.2. Provide HLA all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 7.3. Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 7.4. Obtain approval of all required governmental authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 7.5. Pay for PROJECT bid advertisement costs.



- 7.6. Pay for all necessary permits and testing fees not paid by the Contractor, including water quality testing of samples collected during construction.
- 7.7. Assist HLA with the coordination of improvements with utility companies and adjacent property owners or developers and assist with securing access to private properties along the transmission main alignment and new storage reservoir location to gather necessary design information. Provide location for meetings with involved parties.
- 7.8. Publish and pay for SEPA legal notifications, issue DNS, and complete SEPA process.
- 7.9. Pay for all necessary permit fees, DOH review fees, and audit costs.

#### **TIME OF PERFORMANCE:**

Following receipt of signed Task Order, HLA will diligently pursue completion of the two PROJECT bid packages based on the following anticipated schedule:

#### **1.0 Project Administration**

Project administration services shall begin immediately following receipt of the signed Task Order and continue until all funding and labor compliance closeout requirements for the PROJECT have been satisfied.

#### **2.0 Environmental, Historical, and Cultural Review**

Following selection of the preferred reservoir location, the environmental, historical, and cultural review services shall begin, and the EZ-1 form shall be prepared and submitted to the controlling authority/authorities within thirty (30) calendar days of completed 30% design.

#### **3.0 Design Engineering**

- 3.1 HLA will provide 30% draft plans and 30% cost estimate for CITY review within sixty (60) calendar days from receipt of signed Task Order.
- 3.2 HLA will provide 60% draft plans, 60% draft specifications, and 60% cost estimate for CITY review within forty-five (45) calendar days of receiving CITY comments on 30% plans and estimate.
- 3.3 90% draft plans, specifications, and estimate will be provided within forty-five (45) calendar days of receiving CITY comments on 60% plans, specifications, and estimate.
- 3.4 100% draft plans, specifications, and estimate will be provided within sixty (60) calendar days of receiving CITY comments on 90% plans, specifications, and estimate.
- 3.5 Final plans, specifications, and estimate will be provided to the CITY within thirty (30) calendar days of receiving comments on 100% draft plans, specifications, and estimate.

#### **4.0 Construction Engineering**

- 4.1 Engineering services during construction for both PROJECT bid packages shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings.
- 4.2 Construction engineering services shall begin upon construction contract award by the CITY to the lowest responsible bidder and extend through the completion of construction, and completion of as-constructed drawings.

- 4.3 A maximum of four hundred (400) working days split between both bid packages has been assumed for the construction of the improvements, utilizing a standard 40-hour work week.
- 4.4 Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond the four hundred (400) total working days shall be considered additional services.

#### **5.0 Electrical Engineering Services**

Electrical design and programming services will be completed concurrently with Task 3.0 Design Engineering and Task 4.0 Construction Engineering.

#### **6.0 Additional Services**

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

#### **FEE FOR SERVICE:**

For the services furnished by HLA as described within this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

#### **1.0 Project Administration**

All work for project administration 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 an estimated fee of \$50,000.00.

#### **2.0 Environmental, Historical, and Cultural Review**

All work for environmental, historical, and cultural review 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 an estimated fee of \$20,000.00.

#### **3.0 Design Engineering**

All work for design engineering shall be performed for the lump sum fee of \$1,043,200.00.

#### **4.0 Construction Engineering**


All work for construction engineering 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 an estimated fee of \$1,208,700.00.

#### **5.0 Electrical Engineering Services**

All work for electrical design and programming 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 an estimated fee of \$72,500.00.

**6.0 Additional Services**

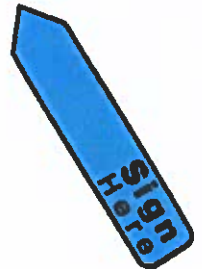
Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included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

**Proposed:**   
\_\_\_\_\_  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

12/6/2023  
Date

**Approved:** \_\_\_\_\_  
City of Grandview  
Gloria Mendoza, Mayor

\_\_\_\_\_  
Date



**ARPA Projects or Activities  
Submittal Form**



**Instructions:** The following form is to be used by city council members and city employees to propose projects or activities using ARPA funds. For each item submitted, the following form should be completed. Please submit the form to Shane Fisher.

<b>Category:</b>	Capital Expenditures
<b>Project or Activity Name:</b>	<b>Cemetery Improvements Project</b>
<b>Identified Need or Negative Impact caused by Covid-19 related to the proposed project.</b>	The 3 years prior to the pandemic (2017, 2018, 2019), the GV Cemetery averaged approximately 27 interments per year. The 3 years during the pandemic (2020, 2021, 2022), we averaged approximately 45 interments per year. This increase of COVID related deaths has accelerated the use of our plots and we are reaching our capacity. The current number of interments for this year (2023) is 39. At the current rate of interments, we will be out of space within 3 years.
<b>How proposed services or programs address the need or negative impact indicated above.</b>	We are proposing to expand our cemetery in a series of phases, with the first phase opening another 640 plots. And the next 3 phases opening another 640 plots each. These improvements will ensure that Grandview will have the capacity to serve the needs of the public and their loved ones for several decades.
<b>Allowable activity is found on which document, page number and section of the ARPA Overview of Final Rule and cite community survey page number if applicable.</b>	Capital Expenditures; Pages 30-34
<b>Amount of funds requested.</b>	\$125,000.00
<b>Submitted by:</b>	Shane Fisher
<b>Submitted date:</b>	11/30/23

**ARPA Ideas, Projects or Services  
Submittal Form**



**Instructions:** The following form is to be used by city council members and city employees to propose projects, ideas or services using ARPA funds. For each item submitted, the following form should be completed.

<b>Category:</b>	1. Supporting the public health response.
<b>Project or Service Name:</b>	SPLASH PAD PROJECT AT WESTSIDE PARK
<b>Identified Need or Negative Impact caused by Covid-19 related to the proposed project.</b>	Open space/outdoor activities for citizens (ages 0-99) were extremely limited during the pandemic and continue to be a missing resource within our community.
<b>How proposed services or programs address the need or negative impact indicated above.</b>	Outdoor activity is essential for physical and mental well-being. In a region where we experience 300+ days of sunshine, providing a cooling station in a park setting creates a comfortable, family atmosphere. Outdoor recreation also stimulates all five senses and allows for the absorption of vitamin D, which may help increase moods and overall bone health.
<b>Allowable activity is found on which document, ARPA Final Rule, Community or Business Survey</b>	ARPA Final Rule, page 32, Framework for eligible uses beyond those enumerated. This project supports the well-being and health of our community.  Splash Pad identified as a priority item in the BERK Community Survey Page 38.
<b>Amount of funds requested.</b>	\$50,000
<b>Submitted by:</b>	Gretchen Chronis, Parks & Recreation Director
<b>Submitted date:</b>	11/21/23

**ARPA Projects or Activities  
Submittal Form**



**Instructions:** The following form is to be used by city council members and city employees to propose projects or activities using ARPA funds. For each item submitted, the following form should be completed. Please submit the form to Shane Fisher.

<b>Category:</b>	Supporting the public health activities for our youth
<b>Project or Activity Name:</b>	New playground equipment at Eastside Park and Meadowlark Park
<b>Identified Need or Negative Impact caused by Covid-19 related to the proposed project.</b>	Open space and/or outdoor activities were reduced and eliminated because of the restrictions created by the pandemic. As we emerge out of the pandemic, we see more youth playing in our parks and we are seeing a need to install new playground equipment.
<b>How proposed services or programs address the need or negative impact indicated above.</b>	Outdoor playground equipment is essential for the physical and mental well-being of our youth. Our parks and the recreational equipment have become very important, especially in an area where we have low-income families. Recreational areas help promote absorption of Vitamin D which helps increase mood and overall health.
<b>Allowable activity is found on which document, page number and section of the ARPA Overview of Final Rule and cite community survey page number if applicable.</b>	ARPA Final Rule 32 supports these types of activities and amenities.
<b>Amount of funds requested.</b>	We are requesting \$120,000 for two new playground equipment stations.
<b>Submitted by:</b>	Hector Mejia, PWD
<b>Submitted date:</b>	11-21-23

**ARPA Projects or Activities  
Submittal Form**



**Instructions:** The following form is to be used by city council members and city employees to propose projects or activities using ARPA funds. For each item submitted, the following form should be completed. Please submit the form to Shane Fisher.

<b>Category:</b>	Public Health
<b>Project or Activity Name:</b>	Pickleball Courts
<b>Identified Need or Negative Impact caused by Covid-19 related to the proposed project.</b>	The lack of physical activity that the Coronavirus Pandemic forced on everyone has been devastating to people, both young and elderly. As the pandemic subsided, people are looking for more creative ways to get out and move, see friends and socialize. Pickleball is the sport that has bridged those gaps.
<b>How proposed services or programs address the need or negative impact indicated above.</b>	We are seeing a very large influx of citizens that want to play pickleball statewide, and Grandview is no exception. Pickleball is a great way to get some exercise for all age groups. More senior citizens are gravitating toward this sport because you don't need to be a super athlete to play.
<b>Allowable activity is found on which document, page number and section of the ARPA Overview of Final Rule and cite community survey page number if applicable.</b>	Public Sector Capacity, pg 26  In the BERK Community Survey under Senior Services: Pg. 36, "More Senior Citizen Activities" – 42% Pg. 37, "More Wellness Classes" – 33%
<b>Amount of funds requested.</b>	\$75,000
<b>Submitted by:</b>	Shane Fisher, City Administrator
<b>Submitted date:</b>	11/30/23

**ARPA Projects or Activities  
Submittal Form**



**Instructions:** The following form is to be used by city council members and city employees to propose projects or activities using ARPA funds. For each item submitted, the following form should be completed. Please submit the form to Shane Fisher.

<b>Category:</b>	Public Safety
<b>Project or Activity Name:</b>	Grandview Police Department Training Facility Improvements
<b>Identified Need or Negative Impact caused by Covid-19 related to the proposed project.</b>	<p>The Police Department has outgrown the current building and are having difficulty providing workspace for employees. They were able to repurpose the old Parks &amp; Recreation building to relocate the gym &amp; training facility. The relocation of the gym and training facility created additional space in the current PD building to expand their police patrol/ administration areas. In order to utilize this area we need to run computer and phone lines from the servers, as well as purchase phones, desks, chairs, etc. in the amount of <b>\$6,000</b>.</p> <p>The new gym &amp; training facility also needs to have some improvements. These improvements include painting, smoke alarms, fire alarms, computer terminal, phones, and intercom system in the amount of <b>\$7,000</b>.</p>
<b>How proposed services or programs address the need or negative impact indicated above.</b>	By moving the gym and our training to this facility we will be able to mitigate each of these ongoing issues and provide a better and safer working environment for our employees.
<b>Allowable activity is found on which document, page number and section of the ARPA Overview of Final Rule and cite community survey page number if applicable.</b>	Public Sector Capacity, pg 26
<b>Amount of funds requested.</b>	\$13,000
<b>Submitted by:</b>	Shane Fisher, City Administrator
<b>Submitted date:</b>	12/6/23



**ARPA Projects or Activities  
Submittal Form**



**Instructions:** The following form is to be used by city council members and city employees to propose projects or activities using ARPA funds. For each item submitted, the following form should be completed. Please submit the form to Shane Fisher.

<b>Category:</b>	Public Safety
<b>Project or Activity Name:</b>	FLOCK Camera Annual Maintenance
<b>Identified Need or Negative Impact caused by Covid-19 related to the proposed project.</b>	The City installed thirty (30) FLOCK Camera's last year and the return on investment has been great. It's like having additional police officers on staff and patrolling. The increase in vehicle theft during and since the pandemic has made it difficult for staff to focus on just those cases.
<b>How proposed services or programs address the need or negative impact indicated above.</b>	The camera system has created what I would call a "Passive" enforcement presence. When a stolen vehicle is picked up by the camera, it notifies PD staff. We can mobilize to intercept the vehicle and make a traffic stop. Without these camera's, this would not happen.
<b>Allowable activity is found on which document, page number and section of the ARPA Overview of Final Rule and cite community survey page number if applicable.</b>	Public Sector Capacity, pg 26
<b>Amount of funds requested.</b>	\$62,000
<b>Submitted by:</b>	Shane Fisher, City Administrator
<b>Submitted date:</b>	11/30/23

**ARPA Projects or Activities  
Submittal Form**



**Instructions:** The following form is to be used by city council members and city employees to propose projects or activities using ARPA funds. For each item submitted, the following form should be completed. Please submit the form to Shane Fisher.

<b>Category:</b>	<b>Community Assessment of COVID-19 Recovery</b>
<b>Project or Activity Name:</b>	<b>Community Survey</b>
<b>Identified Need or Negative Impact caused by Covid-19 related to the proposed project.</b>	COVID-19 caused many negative conditions identified in the 2021 Community Survey conducted by BERK Consulting. These community survey results have been extremely valuable in identifying and allocating funds to address the negative conditions caused by COVID-19. It is imperative to conduct another similar updated community survey to assess if negative conditions have been mitigated.
<b>How proposed services or programs address the need or negative impact indicated above.</b>	The community survey will assist the city in identifying continued areas of needs in the community to assess if it has fully recovered from the pandemic. This will help the city to direct available resources and to seek additional grant funding.
<b>Allowable activity is found on which document, page number and section of the ARPA Overview of Final Rule and cite community survey page number if applicable.</b>	The US Department of Treasury Final Rule indicates that allowable ARPA activities included in pages 28-29 the use of “program evaluation, data, and outreach”. This includes “data analysis resources to gather, assess, share and use data”. The community assessment meets this allowable activity.
<b>Amount of funds requested.</b>	<b>\$25,000</b>
<b>Submitted by:</b>	Council Member Ozuna
<b>Submitted date:</b>	11.27.23

**ARPA Projects or Activities  
Submittal Form**



**Instructions:** The following form is to be used by city council members and city employees to propose projects or activities using ARPA funds. For each item submitted, the following form should be completed. Please submit the form to Shane Fisher.

<b>Category:</b>	<b>Small Business Assistance</b>
<b>Project or Activity Name:</b>	<b>Developing of Marketing Materials and Recruitment to Attract New Businesses</b>
<b>Identified Need or Negative Impact caused by Covid-19 related to the proposed project.</b>	The ARPA Community and Business Needs Assessment Surveys identified the need to attract new businesses offering needed services and businesses with high-wage jobs. Residents indicated this would help them recover from the pandemic due to some businesses closing. It would also help to improve the Grandview economy.
<b>How proposed services or programs address the need or negative impact indicated above.</b>	Providing Marketing Services to attract new businesses will fill the loss of jobs from businesses that were forced to close during the pandemic due to loss of revenues and some did not reopen. This was also a top priority indicated in both the Business and Community Surveys. Our last ARPA marketing campaign was very successful in attracting six new businesses to Grandview.
<b>Allowable activity is found on which document, page number and section of the ARPA Overview of Final Rule and cite community survey page number if applicable.</b>	The US Department of Treasury Final Rule states that allowable ARPA activities included in pages 21-22 is "assistance to small businesses" to improve the local economy due to closing of businesses. In the <b>Community Survey</b> page 23, residents indicated that the top priority for economic development was 1) Attract new businesses to Grandview (63%), and 2) Attract high-wage jobs to Grandview (48). Furthermore, in the <b>Business Survey</b> of owners, on page 17, they indicated that "attracting new businesses to Grandview" was their top priority for improving the economy in Grandview (69%).
<b>Amount of funds requested.</b>	<b>\$25,000</b>
<b>Submitted by:</b>	Council Member Ozuna
<b>Submitted date:</b>	11.27.23

**ARPA Projects or Activities  
Submittal Form**



**Instructions:** The following form is to be used by city council members and city employees to propose projects or activities using ARPA funds. For each item submitted, the following form should be completed.

<b>Category:</b>	Public Safety / Fire Department
<b>Project or Activity Name:</b>	Replace existing Extrication Tools (Jaws of Life)
<b>Identified Need or Negative Impact caused by Covid-19 related to the proposed project.</b>	The current extrication tools that we have were put in service in 2006. These extrication tools include a Gas-Powered Hydraulic Pump Power Unit, 2 sets of High Pressure Hoses, a Large Spreader Tool, a Small Spreader Tool, a Cutter Tool, an Extendable Ram and misc. other parts. These tools have provided a much needed public safety service assisting with patient care at Motor Vehicle Accidents and Industrial Accidents for 17 years. Due to the wear on the equipment and the newer metals that have been developed over the years to make vehicles safer, we're starting to find occasions where the current tools we have may not be strong enough to cut some materials. In addition, based on the age of the equipment we're starting to see more difficulty in finding replacement parts if something needs to be repaired on this equipment.
<b>How proposed services or programs address the need or negative impact indicated above.</b>	Yakima County Fire District #5 has approached us with a desire to add the replacement cost of these Extrication Tools to our 2024 Budget Plan. This would be a 50/50 cost split with Yakima County Fire District #5. If approved this purchase would include new Holmatro Pentheon Cordless Tools. The tools being proposed are a Battery Operated Spreader, Cutter and Telescopic Ram. In addition, there would be a Cross Ram Support, Ram Extension Pipe and misc. Batteries and other accessories. The projected cost for this purchase is \$68,000. Based on a 50/50 split with Yakima County Fire District #5, this would make Grandview Fire Dept's share \$34,000. I'm requesting that \$34,000 in ARPA funds be set aside for this purchase in the 2024 Budget.
<b>Allowable activity is found on which document, page number and section of the ARPA Overview of Final Rule and cite community survey page number if applicable.</b>	The ARPA Final Rule allows this activity as stated in the following pages:  <b>Page 15 "Medical Expenses"</b> Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including: Emergency medical response expenses.

	<b>BERK Community Survey, Pages 23, 24 &amp; 26:</b> Under the categories of Economic Improvement and Public Spaces the resident's have identified that they would like Improved and Increased Public Safety.
<b>Amount of funds requested.</b>	\$34,000.00
<b>Submitted by:</b>	Pat Mason, Fire Chief
<b>Submitted date:</b>	6-1-23

**ARPA Projects or Activities  
Submittal Form**



**Instructions:** The following form is to be used by city council members and city employees to propose projects or activities using ARPA funds. For each item submitted, the following form should be completed. Please submit the form to Shane Fisher.

<b>Category:</b>	30-horsepower irrigation pump replacement
<b>Project or Activity Name:</b>	Stassen Irrigation pump station
<b>Identified Need or Negative Impact caused by Covid-19 related to the proposed project.</b>	The city received COVID funding support that can be used to support much need city infrastructure replacement and/or improvement as a result of loss revenue cause by the pandemic.
<b>How proposed services or programs address the need or negative impact indicated above.</b>	The pandemic created a loss of revenue in many of the city budget departments and approving funding support to replace an outdated non-repairable pump will also help maintain the irrigation user rates. Continuing to increase the rates has placed a financial burden on the users as they try to recover from the restrictions imposed because of the pandemic.
<b>Allowable activity is found on which document, page number and section of the ARPA Overview of Final Rule and cite community survey page number if applicable.</b>	The final rule allows for the city to use ARPA funding to support infrastructure maintenance needs see page 37.
<b>Amount of funds requested.</b>	\$50,000
<b>Submitted by:</b>	Hector Mejia, PWD
<b>Submitted date:</b>	11-28-23




**American Rescue Plan Act (ARPA)  
Projects or Activities  
Grant Application**

**Instructions:** This grant application form is to be used by organizations and other entities to apply for ARPA projects or activities to receive grant funds from the City of Grandview to be used in the Grandview community. ARPA funds must be used for the specific purposes of and meet the guidelines indicated in the U.S. Treasury ARPA “**Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule – January 2022**” document. This document is available from the city or the U.S. Department of the Treasury website. Grant applications not meeting ARPA guidelines will not be awarded. (Increase text boxes as needed to sufficiently respond to each item below)

<b>Organization or Business Name:</b>	MainStreet Grandview Association
<b>EIN and UBI Numbers:</b>	EIN:87-3396484 UBI:604 831 696
<b>Project or Activity Name:</b>	MainStreet Grandview Additional Events
<b>1.Indicate the Identified Need or Negative Impact caused by Covid-19 related to the proposed project or activities:</b>	Plan, Coordinate and Implement additional events that bring residents downtown to shop and to learn about all the businesses we have in our community. The event will bring awareness to the downtown existing business locations.
<b>2.Indicate how proposed activities or project addresses the needs or negative impact indicated above:</b>	Due to Covid and the many restrictions on businesses, they have experienced less customer traffic, lost revenues and many had to layoff employees. Mainstreet will organize activities to increase customer traffic to downtown resulting in increased sales to downtown businesses.
<b>3.Indicate measurable goals or outcomes for the project or activities.</b>	Goal #1. The proposed events will target to bring in participants and others to the downtown event. Goal #2. Businesses will be interviewed after the event for experience.
<b>4.Start and End date of project: (Must be completed in 1 year)</b>	Start Date: December 1, 2023 Project End Date: July, 2024

5. Indicate how the proposed project is allowable and on which page number and section of the ARPA Final Rule supports this activity?	See previous events using the Final Rule Criteria
6. Amount of funds requested: (Please submit attached budget itemizing proposed expenses)	\$10,000.00
7. Submitted by: (name of person completing application)	Randy Tucker
8. Contact Information: (phone, email and mailing address)	509 882 9975 <a href="mailto:randy@portofgrandview.org">randy@portofgrandview.org</a> PO Box 990, Grandview, WA 98930

	Board Member	12/8/23
Applicant Signature	Title	Date
<p>My signature indicates that I understand these funds must be spent on ARPA allowable activities as described in the Overview of the Final Rule document and as indicated in this grant application. I further understand these funds will be paid on a reimbursement basis by submitting an invoice with supporting financial documentation. Lastly, we will submit brief monthly email progress reports and include a Final Project Report with the final invoice.</p>		

Submit application to: **Matthew Cordray, City Treasurer** [mattc@grandview.wa.us](mailto:mattc@grandview.wa.us)  
**City of Grandview - 207 West Second Street - Grandview, WA 98930**

If your grant application is approved, the city will send you a contract for your review, approval and signature. The city will assign a Council Member as a Liaison to provide advice and inform the City and City Council of your progress and successes.