

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, MAY 28, 2024**



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

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

**REGULAR MEETING – 7:00 PM**

**PAGE**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE** – Natalie Hernandez, student at Smith Elementary School
3. **APPROVE AGENDA**
4. **PRESENTATIONS**
  - A. **Proclamation – Mental Health Awareness Month** 1
5. **PUBLIC COMMENT** – *At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.*
6. **CONSENT AGENDA** – *Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.*
  - A. **Minutes of the May 14, 2024 Committee-of-the-Whole meeting** 2-8
  - B. **Minutes of the May 14, 2024 Council meeting** 9-12
  - C. **Payroll Check Nos. 13885-13899 in the amount of \$100,933.94**
  - D. **Payroll Electronic Fund Transfers (EFT) Nos. 61328-61332 in the amount of \$98,631.32**
  - E. **Payroll Direct Deposit 05/01/24-05/15/24 in the amount \$138,712.77**
  - F. **Claim Check Nos. 128961-129058 in the amount of \$817,061.15**
7. **ACTIVE AGENDA** – *Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).*
  - A. **Resolution No. 2024-26 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2024 Swim Team Program** 13-17

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E. Resolution No. 2024-28 accepting the bid for Storm Drainage Improvements and authorizing the Mayor to sign all contract documents with C & E Trenching, LLC	27
F. Resolution No. 2024-29 establishing a small public works roster process to award public works contracts, a consulting services roster for architectural, engineering, and other professional services, and a vendor roster for goods and services not related to public works contracts	28-34
G. Resolution No. 2024-30 accepting the bid for Wine Country Road Resurfacing from Euclid Street to Grandridge Road and authorizing the Mayor to sign all contract documents with Central Washington Asphalt, Inc.	35
<b>8. UNFINISHED AND NEW BUSINESS</b>	
<b>9. CITY ADMINISTRATOR AND/OR STAFF REPORTS</b>	
<b>10. MAYOR &amp; COUNCILMEMBER REPORTS</b>	
<b>11. ADJOURNMENT</b>	

The City of Grandview Special Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, May 28, 2024 at 6:30 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/82854150268?pwd=SoBPYwafAlt7Zu1yKXiOAUqI75LPot.1>

To join via phone: +1 253 215 8782

Meeting ID: 828 5415 0268

Passcode: 832768



**2024 PROCLAMATION  
MENTAL HEALTH AWARENESS MONTH**

**WHEREAS**, good mental health is critical to the well-being of our families, communities, schools and businesses; and

**WHEREAS**, mental health is an important aspect of overall personal health; and

**WHEREAS**, 43.8 million adults in the United States experience mental health disorders in a given year; and

**WHEREAS**, sharing reliable information about mental health disorders and resources makes a significant and positive impact on individuals experiencing mental health disorders and their loved ones; and

**WHEREAS**, normalizing conversations about mental health disorders helps individuals feel safe discussing their symptoms and pursuing medical treatment without fear of judgment; and

**WHEREAS**, when available and affordable, mental health care may provide hope, treatment and recovery to those experiencing mental health disorders.

**NOW, THEREFORE, BE IT RESOLVED** that I, Ashley Lara, Mayor of the City of Grandview, Washington, and the City Council do hereby proclaim the month of May 2024 as ***"Mental Health Awareness Month"*** in the City of Grandview. I encourage all citizens of the City of Grandview to commit to increasing awareness of mental illnesses, reducing stigma and discrimination, and promoting appropriate and accessible services for all people who may be affected by mental illnesses.

Dated this 28<sup>th</sup> day of May, 2024

Mayor Ashley Lara

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
MAY 14, 2024**

**1. CALL TO ORDER**

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

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

**2. ROLL CALL**

Present in person: Mayor Lara and Councilmembers David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Javier Rodriguez and Joan Souders (6:05 p.m.)

Present via teleconference: Councilmember Steve Barrientes

Absent: Councilmember Robert Ozuna

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Public Works Director Hector Mejia, Parks and Recreation Director Gretchen Chronis and City Clerk Anita Palacios.

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2024 Swim Team Program**

Parks and Recreation Director Chronis explained that Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that were utilizing City owned recreational facilities to conduct their respective programs. She presented the Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2024 season. The Swim Team Treasurer reviewed and signed the agreement.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2024 Swim Team Program to the May 28, 2024 regular Council meeting for consideration.**

Vote:

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

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

**B. Ordinance establishing a Debt Service Fund for repayment of a Supporting Investments in Economic Diversification (SIED) Loan from Yakima County for costs associated with infrastructure improvements related to the Wine Country Road and McCreadie Road Intersection**

City Treasurer Cordray explained that the City entered into a SIED contract with Yakima County for the purpose of infrastructure improvements related to the Wine Country Road and McCreadie intersection. The project was funded with 50 percent SIED loan and 50 percent SIED grant. This ordinance would establish a debt service fund to repay the loan portion of the roadway work. By Fund the highlights of the budget changes were:

- SIED Loan – WCR/McCreadie: The total loan amount for this project was \$259,050. Beginning in 2024 the City would send a payment to Yakima County Infrastructure Fund and would continue to do so annually until the obligation was satisfied in 2033. The City's Street fund would be responsible for transferring the amount to this debt service fund.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. moved an ordinance establishing a Debt Service Fund for repayment of a Supporting Investments in Economic Diversification (SIED) Loan from Yakima County for costs associated with infrastructure improvements related to the Wine Country Road and McCreadie Road Intersection to the May 28, 2024 regular Council meeting for consideration.**

Vote:

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

**C. Ordinance amending the 2024 Annual Budget**

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets identified numerous budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2024 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

- ARPA Fund: Increased appropriations for Grandview/Sunnyside Pathway and decreased appropriations for Irrigation Pump – Stassen Station. Net effect was no change in estimated ending fund balance.
- Street Fund: Increased appropriations for Transfer Out to SIED Loan – WCR/McCreadie. Net effect was a decrease in estimated ending fund balance.

- **SIED Loan – WCR/McCreadie Fund:** Increased revenues for Transfer In from Street Fund. Increase appropriations for SIED Loan Principal and Interest. Net effect was no change in estimated ending fund balance.
- **Capital Improvement Fund:** Increased appropriations for Irrigation Pump – Stassen Station and decreased appropriations for Grandview/Sunnyside Pathway. Net effect was no change in estimated ending fund balance.
- **Water Fund:** Increased appropriations for SIED Loan – WCR/McCreadie Principal and Interest. Net effect was a decrease in estimated ending fund balance.
- **Sewer Fund:** Increased appropriations for SIED Loan – WCR/McCreadie Principal and Interest. Net effect was a decrease in estimated ending fund balance.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved an ordinance amending the 2024 Annual Budget to the May 28, 2024 regular Council meeting for consideration.**

Vote:

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

**D. Resolution authorizing the Mayor to sign an Interagency Data Sharing Agreement between the City of Grandview and the Office of the Washington State Auditor**

City Treasurer Cordray explained that the City received an email from Ann Strand, Program Manager with the Office of the Washington State Auditor regarding the City’s Data Sharing Agreement (DSA). Under a bill passed by the Legislature in 2021, data sharing agreements (DSA) were required for all state and local governments sharing data. This included the data exchanged for the City’s audits. For your reference, the legislation requiring DSAs was [ESSB5432](#), “Concerning cybersecurity and data sharing in Washington state government.” The original DSA agreement with the City would be expiring soon. She provided the DSA that the Washington State Auditor would like to complete with the City. Revisions were made to the previous agreement, to add or modify the following elements:

- References to state law (42.40 RCW and 43.101 RCW) in the introductory paragraph as well as sections describing intended use and constraints
- Language that enables SAO to share confidential information with you. (Purpose, Data Storage, Oversight, Non-disclosure, Termination)
- “Audit results” to description of data
- “Using encryption” to data storage and handling
- “Non-disclosure” now indicates “confidential”
- Three new sections, covering Data Disposal, Incident notification and response, and Awareness and Training

He presented the Interagency Data Sharing Agreement between the City and the Office of the Washington State Auditor which was revised and reviewed by the City Attorney.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Flores, the C.O.W. moved a resolution authorizing the Mayor to sign an Interagency Data Sharing Agreement between the City of Grandview and the Office of the Washington State Auditor to the May 28, 2024 regular Council meeting for consideration.**

Vote:

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

**E. Resolution accepting the bid for Storm Drainage Improvements and authorizing the Mayor to sign all contract documents with C & E Trenching, LLC**

Public Works Director Mejia explained that the City was awarded a Water Quality Combined Financial Assistance grant from the State of Washington Department of Ecology to fund the Stormwater Drainage Improvements located at Larson Street, West Fifth Street and Butternut Road. Bids for the Stormwater Drainage Improvements were opened on May 2, 2024. A total of five (5) bids were received with C & E Trenching, LLC, of Pasco, Washington, submitting the low bid in the amount of \$907,776.72.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution accepting the bid for Storm Drainage Improvements and authorizing the Mayor to sign all contract documents with C & E Trenching, LLC to the May 28, 2024 regular Council meeting for consideration.**

Vote:

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



**F. Resolution establishing a small public works roster process to award public works contracts, a consulting services roster for architectural, engineering, and other professional services, and a vendor roster for goods and services not related to public works contracts**

City Administrator Fisher explained that small public works rosters were lists of qualified contractors who could bid for an eligible public works projects, as long as the project falls below a certain dollar threshold (currently \$350,000). Rosters were less restrictive, time-consuming and costly than full formal competitive bids. Effective July 1, 2024, due to SB 5268, authorizations and requirements for small public works rosters would be changing to include Municipal Research and Services Center (MRSC) Rosters as the statewide roster, expanding roster authorization to all local governments that were authorized to perform public works. The annual membership for the MRSC Rosters was \$135.

Discussion took place.

**On motion by Councilmember Barrientes, second by Councilmember Diaz, the C.O.W. moved a resolution establishing a small public works roster process to award public works contracts, a consulting services roster for architectural, engineering, and other professional services, and a vendor roster for goods and services not related to public works contracts to the May 28, 2024 regular Council meeting for consideration.**

Vote:

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

**G. Council Retreat Focus Items Update**

City Administrator Fisher explained that the following were determined as Focus Items by City Council during the Council Retreat last August. He provided an update on each item, as follows:

**Ambulance Service**

The City of Grandview was currently under an ILA with the City of Sunnyside for them to provide EMS Transport Services. The costs of operating this service have become too expensive and the City was exploring other options. Fire Chief Mason was currently working with Prosser to finalize an agreement. Staff would bring any new information before Council for discussion and consideration at a later date.

**Sleeping Quarters**

This item was a bit complex and there were several things that need to happen before the City was ready to invest in converting a portion of an already cramped facility into sleeping quarters. The need for sleeping quarters was born from Council discussions regarding operating our own Ambulance Transport Service. Until the City figures out how to fund such an endeavor, this item would be ongoing.

Books in Spanish

Library Director Poteet has purchased 136 books in Spanish.

Pool Maintenance

The pool pump and associated piping would be replaced next week.

Playground Equipment

Staff would be installing two (2) new playgrounds this year at Eastside Park and Emerson Park (formerly Meadowlark Park). Two (2) new playgrounds were recently installed at Vista Grande Park and Cherry Acres Park. In addition, staff applied for an RCO grant for renovation of the Euclid Park tennis courts for tennis courts and pickleball courts.

Animal Control

The City was currently under an ILA with the City of Sunnyside for them to provide Animal Control Services.

Wastewater Plant Upgrades

The City was currently in the design phase of this project. The plan was to start the project next year with the understanding that it may take 2-3 years to complete all phases.

Discussion took place. No action was taken.

**5. CITY ADMINISTRATOR AND/OR STAFF REPORTS**

Euclid Park Pickleball Courts – City Administrator Fisher reported that the RCO grant for the renovation of the Euclid Park tennis courts for tennis courts and pickleball courts was not successful.

Butternut Well Control Upgrades – City Administrator Fisher reported that the Butternut Well Control Upgrades bid opening was held on May 9<sup>th</sup>. No bids were received by the due date. In accordance with RCW 35.23.352, the City can select a contractor to move forward with the work without an additional call for bids. The City would be pursuing a contract with a contractor to complete the project without publicly readvertising for bids.

City Construction Projects – Public Works Director Mejia provided an update on the following City construction projects:

- Old Inland Empire Highway Improvements
- Butternut Well Control Upgrades
- Country Park Well

**6. MAYOR & COUNCILMEMBER REPORTS**

Grandview Museum Tractor Show – The 3<sup>rd</sup> Annual Antique & Vintage Tractor Show was scheduled for May 17<sup>th</sup> and 18<sup>th</sup> at the Grandview Museum.

2024 Congressional Art Competition – Destiny Lepe, 10<sup>th</sup> grader at Grandview High School won the 2024 Congressional Art Competition for high school students in Washington’s 4<sup>th</sup> Congressional District. Ivonne Oropeza, 11<sup>th</sup> grader at Grandview High School placed 3<sup>rd</sup>.

7. **ADJOURNMENT**

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

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Mayor Ashley Lara

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
MAY 14, 2024**

**1. CALL TO ORDER**

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

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

Present in person: Mayor Lara and Councilmembers David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Javier Rodriguez and Joan Souders

Present via teleconference: Councilmember Steve Barrientes

Absent: Councilmember Robert Ozuna

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

Vote:

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

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Public Works Director Hector Mejia and City Clerk Anita Palacios

**2. PLEDGE OF ALLEGIANCE**

James Gomez, student at H.T. Elementary School, led the pledge of allegiance.

**3. APPROVE AGENDA**

**On motion by Councilmember Moore, second by Councilmember Souders, Council approved the May 14, 2024 regular meeting agenda as presented.**

Vote:

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

4. **PRESENTATIONS** – None
5. **PUBLIC COMMENT** – None
6. **CONSENT AGENDA**

On motion by Councilmember Rodriguez, second by Councilmember Flores, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the April 23, 2024 Committee-of-the-Whole meeting
- B. Minutes of the April 23, 2024 Council meeting
- C. Payroll Check Nos. 13859-13884 in the amount of \$30,226.40
- D. Payroll Electronic Fund Transfers (EFT) Nos. 61317-61323 in the amount of \$112,417.87
- E. Payroll Direct Deposit 04/16/24-04/30/24 in the amount \$152,086.61
- F. Claim Check Nos. 128833-128960 in the amount of \$1,256,794.32

Vote:

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

7. **ACTIVE AGENDA**

- A. **Resolution No. 2024-22 authorizing the Mayor to sign a Second Amendment to the Option and Water Tower Lease Agreement between the City of Grandview and Verizon Wireless**

This item was previously discussed at the April 23, 2024 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Moore, Council approved Resolution No. 2024-22 authorizing the Mayor to sign a Second Amendment to the Option and Water Tower Lease Agreement between the City of Grandview and Verizon Wireless.

Vote:

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

**B. Resolution No. 2024-23 authorizing the Mayor to sign Change Order No. 1 with C&E Trenching, LLC for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements**

This item was previously discussed at the April 23, 2024 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Diaz, Council approved Resolution No. 2024-23 authorizing the Mayor to sign Change Order No. 1 with C&E Trenching, LLC for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements.**

Vote:

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

**C. Resolution No. 2024-24 accepting the bid for the Mike Bren Memorial Park Restroom and authorizing the Mayor to sign all contract documents with Kachemak Contractors**

This item was previously discussed at the April 23, 2024 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2024-24 accepting the bid for the Mike Bren Memorial Park Restroom and authorizing the Mayor to sign all contract documents with Kachemak Contractors.**

Vote:

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

**D. Resolution No. 2024-25 approving Amendment No. 1 to Task Order No. 2023-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and Higgins Way Improvements**

This item was previously discussed at the April 23, 2024 C.O.W. meeting.

**On motion by Councilmember Diaz, second by Councilmember Rodriguez, Council approved Resolution No. 2024-25 approving Amendment No. 1 to Task Order No. 2023-06 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and Higgins Way Improvements.**

Vote:

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

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

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

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

11. **ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Barrientes, the Council meeting adjourned at 7:10 p.m.**

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Mayor Ashley Lara

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Anita Palacios, City Clerk

**RESOLUTION NO. 2024-26**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT  
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE GRANDVIEW NEPTUNE  
ROTARY SWIM TEAM FOR THE USE OF THE SWIMMING POOL –  
2024 SWIM TEAM PROGRAM**

**WHEREAS**, the City of Grandview and the Grandview Neptune Rotary Swim Team desire to enter into a Recreational Use Permit regarding the use of the swimming pool for the 2024 Swim Team program;

**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 Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2024 Swim Team program 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 May 28, 2024.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



## **RECREATIONAL USE PERMIT**

**By and Between the City of Grandview and the  
Grandview Neptune Rotary Swim Team  
For the Use of the Swimming Pool – 2024 Swim Team Program**

This Agreement, entered into this \_\_\_ day of \_\_\_\_\_, 2024 is made and entered into by and between the City of Grandview, a municipal corporation, hereinafter referred to as “City”, and the Grandview Neptune Rotary Swim Team, a non-profit organization, hereinafter referred to as the “Swim Team”.

**1. Recitals:**

The City owns, operates and maintains a municipal swimming pool located within Westside Park. The City believes that the Swim Team provides an excellent social, recreational and educational experience for its participants and spectators and therefore, benefits the citizens of Grandview.

The Swim Team acknowledges its responsibility to organize, promote and conduct a competitive swimming program for the youth within the Grandview community, and the City desires to facilitate such a program;

**2. Agreement:**

**2.1 Safety:**

2.1.1 The City shall provide a certified Lifeguard on the deck at all times during practice sessions and swim meets. The Lifeguard shall have current American Red Cross Lifeguarding Certification, including CPR for the professional rescuer.

2.1.2 Swim Team shall observe all pool rules. Running and rough housing is not allowed anywhere in the facility.

2.1.3 Swim Team meets and practices must be operated in the safest manner possible. If an accident occurs, a coach must report all accidents and incidents to the Pool Management, and complete the incident/accident form.

2.1.4 If any pool equipment, pool facility component or other item related to Swim Team use or not, are damaged or found to be damaged, these must be reported to Pool Management for immediate repairs. The City reserves the right to recover costs associated with labor and repair as the result of damaged equipment and/or facility by the Swim Team.

2.1.5 Unauthorized persons are not allowed in the mechanical building, chemical storage area or the bathhouse office area.

2.1.6 Swim Team agrees to strictly comply with and strictly enforce Washington State's Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of sustaining a concussion must be removed from swimming activity immediately and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussions and receives written clearance to return to swim activity from that health care provider.

## **2.2 Scheduling:**

2.2.1 Swim Team may begin use of the pool with the permission of the Parks and Recreation Director once the pool has been filled and has passed pre-season inspection by City staff. The season will end following the Mid Valley League Championships.

2.2.2. Barring inclement weather or emergency maintenance, the Swim Team shall have priority use during the following times:

- Monday through Friday from 8:00-11:00 a.m. beginning June 12, 2024 (weekday evening practices 6-8 p.m. June 3-11 while school in session).
- Up to six mutually scheduled Home Swim Meets (6:00 p.m. start until closing for meets).
- Mutually scheduled practice times, prior to the pool opening to the general public.

## **2.3 Facility Maintenance:**

Swim Team shall be responsible for removing all litter and belongings from the deck, locker rooms and surrounding park area immediately following each usage. The Swim Team will assign a clean-up crew to address litter in the bathhouse, on the deck and around the pool facility during and after each home meet.

## **2.4 Use Payment:**

2.4.1 Each swim team participant will be required to pay \$50 per youth fee as outlined in Section 2.75.020 (swimming pool fees) of the Grandview Municipal Code. Once the Swim Team Roster has been finalized, the Swim Team shall submit a check to the City with proper documentation to verify the total participants for the season.

2.4.2 On July 1, 2024 the Swim Team Shall submit a letter to the City requesting the release of \$350 that has been earmarked for Swim Team Scholarships through the annual United Way of Central Washington funding.

## **2.5 Liability Insurance:**

2.5.1 The Swim Team shall obtain and maintain a policy of liability insurance at all times during the term of this Agreement covering all activities of the Swim Team. A comprehensive general liability policy of insurance covering body injury and property damage, with respect to the use or occupancy of the swimming pool, with liability limits

not less than \$1,000,000 per occurrence shall be required. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Swim Team shall also provide the City with a Certificate or Certificates of Liability Insurance within ten (10) days of execution of this Agreement.

2.5.2 Swim Team shall indemnify and hold harmless the City and/or its elected officials, employees, volunteers, insurers, successors and assigns from and against any and all claims, demands, causes of action, damages, suits or judgments, for deaths or injuries to persons for loss or damage of property arising from or in connection with Swim Team activities at the pool or on City property. As used in this section, the term Swim Team includes agents, servants, employees, and volunteers of the Swim Team, as well as participants, invitees and spectators at Swim Team activities occurring at the pool or on City property. In the event of any claims made or suits filed, the City shall give Swim Team prompt written notice thereof and Swim Team shall have the right to defend or settle the same to the extent of its interest hereunder. The provision applies in all events, regardless of whether or not the insurance provisions above are required or expected.

**2.6 Concessions:**

Under a separate Concession Agreement, the Swim Team shall be entitled to operate a concession stand during home swim meets at a site approved by the City. Swim Team shall comply with all applicable health code and permit requirements, including but not limited to food preparation, storage, sanitation and waste removal.

**2.7 Community Athletic Program-Sexual Discrimination Prohibited:**

Swim Team agrees to comply with RCW 49.60.500, made applicable to community athletics programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.

**2.8 Early Termination:**

In the event it becomes necessary for either party to terminate this Agreement, the party invoking the termination shall provide the other party advanced written notice of termination at least thirty (30) days prior to the effective date of termination; provided, however, in the event of an emergency, the City may cause this Agreement to be terminated upon such date and terms reasonably required.

**2.9 Termination for Cause:**

If Swim Team fails to abide by the terms and conditions of this Agreement.

**2.10 Entire Agreement:**

This Agreement, with Swim Team's application for use of the City's swim pool, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of the park facilities shall apply to this Agreement, and more incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms shall control.

**2.11 Assignment:**

This Agreement and terms and provisions herein are personal to the Swim Team and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

Wherefore, this Agreement is deemed executed and effective on the date first references above.

City of Grandview

By: \_\_\_\_\_  
Mayor Ashley Lara

Swim Team

By: Quinn Van Tress  
Team President or Board Member

ATTEST:

By: \_\_\_\_\_  
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

**ORDINANCE NO. 2024-09**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
ESTABLISHING A DEBT SERVICE FUND FOR REPAYMENT OF A SUPPORTING  
INVESTMENTS IN ECONOMIC DIVERSIFICATION (SIED) LOAN FROM YAKIMA  
COUNTY FOR COSTS ASSOCIATED WITH INFRASTRUCTURE IMPROVEMENTS  
RELATED TO WINE COUNTRY ROAD AND MCCREADIE ROAD INTERSECTION**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW,  
WASHINGTON, AS FOLLOWS:**

Section 1. Statement of Purpose: The City Council for the City of Grandview, Washington, has determined that for accounting purposes it would be in the best interest of the city to establish a Debt Service Fund for the repayment of a Supporting Investments in Economic Diversification (SIED) loan as per Contract No. YC-RA82-22, from Yakima County for costs associated with infrastructure improvements which include Wine Country Road and McCreadie Intersection.

Section 2. SIED (WCR/McCreadie) Loan Fund: The SIED (WCR/McCreadie) Loan Fund (215) is hereby created. Said fund shall be available for deposit of any interest accrued or funds that may be received pertaining to repayment of said loan.

Section 3. Expenditures of Fund: Monies in the SIED Loan Fund shall be expended exclusively for repayment of debt associated with repayment of the SIED Loan with Yakima County as per SIED Contract No. YC-RA82-22.

Section 4. Severability: If any provision of this Ordinance or its application to any person or circumstances is held to be invalid the remainder of this Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

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

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 28, 2024.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 05/29/24  
EFFECTIVE: 06/03/24

**ORDINANCE NO. 2024-10**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE 2024 ANNUAL BUDGET**

**WHEREAS**, the original 2024 estimated beginning fund balances and revenues do not reflect available budget sources; and

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

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

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

**Section 1.** That the 2024 annual budget be amended to reflect the changes presented in Exhibit A.

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

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

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 28, 2024.

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 05/29/24

EFFECTIVE: 06/03/24

**Exhibit A**

	<b>Beginning Balance</b>	<b>Estimated Revenues</b>	<b>Appropriated Expenditures</b>	<b>Ending Balance</b>	<b>Budget Total</b>
<b>ARPA Fund</b>					
Original 2023 Budget	905,300	700,000	1,586,200	19,100	1,605,300
Amendment Amount			-	-	-
<b>Amended Total</b>	<b>905,300</b>	<b>700,000</b>	<b>1,586,200</b>	<b>19,100</b>	<b>1,605,300</b>
<b>Street Fund</b>					
Original 2023 Budget	365,390	6,292,700	6,438,830	219,260	6,658,090
Amendment Amount			14,500	(14,500)	-
<b>Amended Total</b>	<b>365,390</b>	<b>6,292,700</b>	<b>6,453,330</b>	<b>204,760</b>	<b>6,658,090</b>
<b>SIED Loan - WCR/McCreadie Fund</b>					
Original 2023 Budget	-	-	-	-	-
Amendment Amount		14,500	14,500	-	14,500
<b>Amended Total</b>	<b>-</b>	<b>14,500</b>	<b>14,500</b>	<b>-</b>	<b>14,500</b>
<b>Capital Improvement Fund</b>					
Original 2023 Budget	1,140,350	266,500	1,018,000	388,850	1,406,850
Amendment Amount			-	-	-
<b>Amended Total</b>	<b>1,140,350</b>	<b>266,500</b>	<b>1,018,000</b>	<b>388,850</b>	<b>1,406,850</b>
<b>Water Fund</b>					
Original 2023 Budget	8,535,145	10,080,750	13,120,760	5,495,135	18,615,895
Amendment Amount			9,000	(9,000)	-
<b>Amended Total</b>	<b>8,535,145</b>	<b>10,080,750</b>	<b>13,129,760</b>	<b>5,486,135</b>	<b>18,615,895</b>
<b>Sewer Fund</b>					
Original 2023 Budget	8,285,790	4,788,100	6,219,440	6,854,450	13,073,890
Amendment Amount			12,500	(12,500)	-
<b>Amended Total</b>	<b>8,285,790</b>	<b>4,788,100</b>	<b>6,231,940</b>	<b>6,841,950</b>	<b>13,073,890</b>

**RESOLUTION NO. 2024-27**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN INTERAGENCY DATA SHARING  
AGREEMENT BETWEEN THE CITY OF GRANDVIEW AND THE  
OFFICE OF THE WASHINGTON STATE AUDITOR**

**WHEREAS**, under ESSB5432 passed by the Legislature in 2021, data sharing agreements are required for all state and local governments sharing data; and,

**WHEREAS**, this includes data exchanged between the City of Grandview and the office of the Washington State Auditor during yearly audits; and,

**WHEREAS**, the previous agreement was revised to add or modify certain elements;

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

The Interagency Data Sharing Agreement between the City of Grandview and the Office of the Washington State Auditor is approved and the Mayor is hereby authorized and directed to sign the Agreement on behalf of the City of Grandview in the form attached hereto and incorporated herein by this reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 28, 2024.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



INTERAGENCY DATA SHARING AGREEMENT

Between

City of Grandview

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between City of Grandview, hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW, 42.40 RCW, 43.101 RCW and 43.09 RCW.

Agency:

Agency Name: City of Grandview  
Contact Name: Matt Cordray  
Title: City Treasurer  
Address: 207 W. 2<sup>nd</sup> Grandview, WA 98930  
Phone: (509) 882-9207  
E-mail: mattc@grandview.wa.us

SAO:

Agency Name: Office of the Washington State Auditor  
Contact Name: Ann Strand  
Title: Audit Manager  
Address: 230 S. Second Street Room 204  
Yakima, WA 98902  
Phone: (509) 454-7849  
E-mail: Ann.Strand@sao.wa.gov

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO and SAO to share confidential information with the Agency. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and WaTech Policy and Standards) in the handling of information considered confidential.

2. DEFINITIONS

“Agreement” means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or WaTech / State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. The Data that is the subject of this DSA is classified as indicated below:

Category 1 – Public Information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems; d. List of individuals for commercial purposes.

Category 4 – Confidential Information Requiring Special Handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, agreements, or other compliance mandates; b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3. PERIOD OF AGREEMENT

This agreement shall begin on July 1, 2024, or date of execution, whichever is later, and end on June 30, 2027, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to audit results, financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

7. DATA STORAGE AND HANDLING REQUIREMENTS

Agency and SAO will notify each other if they are providing confidential data. All confidential data provided by Agency will be stored using data encryption with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

8. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09 and 42.40.

9. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09 and 42.40.

10. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of WaTech Policy and Standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

11. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the confidential data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's Confidential data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.

- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Agency staff shall protect confidential data provided by SAO to the extent authorized by law. In the event of a public disclosure request for the SAO's data, Agency will notify the SAO

- a. Agency shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by SAO.
- c. The Agency shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

## 12. DATA DISPOSAL

Upon request by the SAO or Agency, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

## 13. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the Agency contact.

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information SAO or Agency reasonably requests.

## 14. OVERSIGHT

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

## 15. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agency Contact named on Page 1. However, once data is accessed by the SAO or Agency, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

## 16. AWARENESS AND TRAINING

SAO and the agency shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of applicable WaTech Policy and Standards and RCW 42.56.590. SAO will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution in the following manner. Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

18. GOVERNANCE

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

19. SIGNATURES

The signatures below indicate agreement between the parties.

Agency

Office of the Washington State Auditor

\_\_\_\_\_

\_\_\_\_\_

Signature

Date

Signature

Date

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**RESOLUTION NO. 2024-28**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID FOR THE STORMWATER DRINAGE IMPROVEMENTS  
AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS  
WITH C & E TRENCHING, LLC**

**WHEREAS**, the City of Grandview has advertised for bids for the Stormwater Drainage Improvements; and,

**WHEREAS**, C & E Trenching, LLC, of Pasco, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with C & E Trenching, LLC, for the Stormwater Drainage Improvements in the amount of \$907,776.72.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 28, 2024.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

**RESOLUTION 2024-29**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ESTABLISHING A SMALL PUBLIC WORKS ROSTER PROCESS TO AWARD  
PUBLIC WORKS CONTRACTS, A CONSULTING SERVICES ROSTER FOR  
ARCHITECTURAL, ENGINEERING, AND OTHER PROFESSIONAL SERVICES,  
AND A VENDOR ROSTER FOR GOODS AND SERVICES NOT RELATED TO  
PUBLIC WORKS CONTRACTS**

**WHEREAS**, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

**WHEREAS**, Ch. 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

**WHEREAS**, RCW 39.04.190, regarding purchase of materials, supplies, or equipment not connected to a public works project, allows certain purchasing contracts to be awarded by a vendor roster process; and

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

**Section 1. MRSC Rosters.** The City of Grandview wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for City use for small public works contracts, consulting services, and vendor services developed and maintained by MRSC through MRSC Rosters and authorizes the City Administrator to sign that contract.

**Section 2. Small Public Works Roster.** The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

- 1. Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed the limit established for the small works roster process in RCW 39.04.155, or other authorizing agency statute, which includes the costs of labor, material, equipment, sales or use taxes as applicable. Instead, the City may use the Small Public Works Roster procedures for public works projects as set forth. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the Small Works Roster process.

**2. Publication.** At least once a year, MRSC shall, on behalf of the City, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and solicit the names of contractors for the small works roster. MRSC shall add responsible contractors to the small works roster at any time that a contractor completes the online application provided by MRSC, and meets minimum State requirements for roster listing.

**3. Telephone, Written, or Electronic Quotations.** The City shall obtain telephone, written or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). The City may establish supplementary bidder criteria under RCW 39.04.350 (2) to be considered in the process of awarding a contract.

a) A contract awarded from a small works roster will not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) up to the authorized threshold for use of the small works roster process in RCW 39.04.155 or other authorizing agency statute, the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The city has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (ii) Mailing a notice to these contractors; or
- (iii) Sending a notice to these contractors by facsimile or email.



- c) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.
- d) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

- 4. Limited Public Works Process.** The City may award a contract for work, construction, alteration, repair, or improvement projects using the limited public works process if the project cost is equal to or less than the amount established in RCW 39.04.155 (3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

- 5. Determining Lowest Responsible Bidder.** The City shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids. A responsible bidder shall be a registered or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB

2010) and who meets any supplementary bidder responsibly criteria established by the City.

6. **Award.** All of the bids or quotations shall be collected by the City.
  - a) The City shall then present all bids or quotations and their recommendation for award of the contract to the City Council. The City Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
  - b) If the City Council delegates the authority to award bids to the City Administrator for public works projects costing less than or equal to \$7,500.00, the City Administrator shall have the authority to award public works contracts without City Council approval, provided that the City Council shall ratify the City Administrator's approval at the next scheduled City Council meeting by means of the consent agenda. For public works projects costing more than \$7,500.00, the City Council shall award all public works contracts.

**SECTION 3. Consulting Services Roster.** The following consulting services roster procedures are established for use by the City pursuant to RCW 39.80.030:

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
2. **Publication.** At least once a year, MRSC shall, on behalf of the City, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the consulting services roster and solicit the names of consultants for the consulting services roster. MRSC shall add responsible consultants to the consulting services roster at any time that a consultant completes the online application provided by MRSC, upload a Statement of Qualifications, and meets minimum State requirements for roster listing.
3. **Review and Selection of the Statement of Qualifications Proposals.** The City shall use the following process to select the most highly qualified Architectural or Engineering firm off of the Consulting Services Roster to provide the required services:
  - a) The City shall establish criteria that the City Administrator, or their designee, must consider in evaluating Architectural or Engineering firms for a given project. Such criteria shall include a plan to ensure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and

obtain public contracts for architectural or engineering services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the jurisdiction of the City of Grandview.

- b) The City Administrator, or their designee, shall evaluate the written statements of qualifications and performance data on file with the City of Grandview at the time that architectural or engineering services are required; and
- c) Such evaluations shall be based on the criteria established by the City Council; and
- d) The City Administrator, or their designee, shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services; and
- e) The firm deemed most highly qualified by the agency to do the project will be selected.

#### **4. Award**

- a) The City Council considers the proposal received and awards the contract; or
- b) If the City Council delegates the authority to award projects to the City Administrator of the City of Grandview for consulting services costing less than or equal to \$7,500.00, the Mayor shall have the authority to award contracts for consulting services without City Council approval, provided that the City Council shall ratify the City Administrator's approval at the next scheduled City Council meeting by means of the consent agenda. For consulting services costing more than \$7,500.00, the City Council shall award all contracts for consulting

**SECTION 4. Vendor List Roster.** The following vendor list roster procedures are established for use by the City pursuant to RCW 39.04.190:

- 1. Purchase of materials, supplies, or equipment not connected to a public works project.** The City is not required to use formal sealed bidding procedures to purchase materials, supplies, or equipment not connected to a public works project where the cost will not exceed fifteen thousand dollars. The City will attempt to obtain the lowest practical price for such goods and services.

2. **Publication.** At least twice per year, MRSC shall, on behalf of the City, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the vendor list roster and solicit the names of vendors for the vendor list roster. MRSC shall add responsible vendors to the vendor list roster at any time when a vendor completes the online application provided by MRSC and meets minimum State requirements for roster listing.
3. **Telephone, Written, or Electronic Quotations.** The City shall use the following process to obtain telephone or written quotations from vendors for the purchase of materials, supplies, or equipment not connected to a public works project:
  - a) A written description shall be drafted of the specific materials, supplies, or equipment to be purchased, including the number, quantity, quality, and type desired, the proposed delivery date, and any other significant terms of purchase.
  - b) The City shall make a good faith effort to contact at least three (3) of the vendors on the roster to obtain telephone or written quotations from the vendors for the required materials, supplies, or equipment.
  - c) The City shall not share telephone or written quotations received from one vendor with other vendors soliciting for the bid to provide the materials, supplies, or equipment.
  - d) A written record shall be made by the City of each vendor's bid on the material, supplies, or equipment, and of any conditions imposed on the bid by such vendor.
4. **Determining the Lowest Responsible Bidder.** The City shall purchase the materials, supplies, or equipment from the lowest responsible bidder, provided that whenever there is reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected, and the City may call for new bids.
5. **Award.** All of the bids or quotations shall be collected by the City. The City shall create a written record of all bids or quotations received, which shall be made open to public inspection or telephone inquiry after the award of the contract. Any contract awarded under this subsection need not be advertised.
  - a) The City shall then present all bids or quotations and their recommendation for award of the contract to the City Council. The City Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or

b) If the City Council delegates the authority to award bids to the City Administrator, or their designee, of the City for materials, supplies, or equipment costing less than or equal to the statutory threshold of the agency as provided in RCW 39.04.155, the City Administrator, or their designee, shall have the authority to award public works contracts without City Council approval, provided that the City Council shall ratify the City Administrator, or their designee's approval at the next scheduled City Council meeting by means of the consent agenda. For materials, supplies or equipment costing more than the statutory threshold of the City as provided in RCW 39.04.190, the City Council shall award all vendor contracts.

**6. Posting.** A list of all contracts awarded under these procedures shall be posted at the City's main administrative offices once every two months. The list shall contain the name of the vendor awarded the contract, the amount of the contract, a brief description of the items purchased, and the date it was awarded.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 28, 2024.

**MAYOR**

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**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

**RESOLUTION NO. 2024-30**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID FOR THE WINE COUNTRY ROAD RESURFACING  
FROM EUCLID STREET TO GRANDRIDGE ROAD AND AUTHORIZING  
THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH  
CENTRAL WASHINGTON ASPHALT, INC.**

**WHEREAS**, the City of Grandview has advertised for bids for the Wine Country Road Resurfacing from Euclid Street to Grandridge Road; and,

**WHEREAS**, Central Washington Asphalt, Inc., of Moses Lake, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Central Washington Asphalt, Inc., for the Wine Country Road Resurfacing from Euclid Street to Grandridge Road in the amount of \$443,865.00.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 28, 2024.

**MAYOR**

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**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**