

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JUNE 10, 2025**



**This meeting will be held in person
and will also be available via teleconference.**

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.

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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. NEW BUSINESS**
 - A. Resolution approving Task Order No. 2025-04 with HLA Engineering and Land Surveying, Inc., for Water and Sewer Connection Charge Study 1-7
 - B. Resolution authorizing the Mayor to sign Change Order No. 1 with Puterbaugh General Construction Company, Inc., for the Dykstra Park Restroom Restoration 8-17
 - C. Planning Commission Appointments 18
 - D. Resolution approving an Arbitration Settlement Agreement with Teamsters Local No. 760 19-24
 - E. Lower Yakima Valley Pathway Responsibility and Maintenance 25-26
- 4. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 5. MAYOR & COUNCILMEMBER REPORTS**
 - A. Sub-Committee Updates
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, June 10, 2025 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/83173886827?pwd=EjX84H1zXKUOnc2jl6kHWGla8fmGRI.1>

To join via phone: +1 253 215 8782

Meeting ID: 831 7388 6827

Passcode: 864679

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

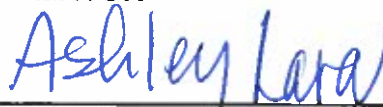
ITEM TITLE Resolution approving Task Order No. 2025-04 with HLA Engineering and Land Surveying, Inc., for Water and Sewer Connection Charge Study	AGENDA NO.: New Business 3 (A) AGENDA DATE: June 10, 2025
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR

MAYOR



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

Connection Fees are paid to the Water & Sewer funds to be used for future capital improvements within their respective funds. A Connection Fee is paid when a homeowner or contractor comes into pay for a water & sewer service connection. The City's current connection fee for water is \$110, and the connection fee for sewer is \$700.

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 intends to complete connection charge studies for its domestic water and sanitary sewer utilities. The project will assess the short- and long-term financial needs of the water and sewer funds and provide recommendations on charge adjustments needed to match revenue demands.

Attached is Task Order No. 2025-04 with HLA Engineering and Land Surveying, Inc., to provide project management, domestic water connection charge evaluation, and sanitary sewer connection charge evaluation with an estimated total fee for services in the amount of \$35,000.

ACTION PROPOSED

Move a resolution approving Task Order No. 2025-04 with HLA Engineering and Land Surveying, Inc., for Water and Sewer Connection Charge Study to the June 10, 2025 regular Council meeting for consideration.

Date: May 21, 2025

Project No.: 25122E

To: City of Grandview
207 W. Second Street
Grandview, WA 98930

Attention: Shane Fisher
City Administrator

From: Stephen S. Hazzard, PE

Re: Water and Sewer Connection Charge Study
Task Order No. 2025-04

We are sending you the attached following items:

Two (2) Original Task Order Agreements

Comment:

Shane,

Upon review and approval, please have the Mayor sign the attached Task Order No. 2025-04 Agreements for the Water and Sewer Connection Charge Study project. Keep one of the Task Order Agreements for your records and return the other to our office.

We very much appreciate the opportunity to work for the City of Grandview. If you have any questions or need additional information, please contact me at (509) 966-7000 or via email at shazzard@hlacivil.com.

Thank you.

Copy to: Anita Palacios

Signed: 

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2025-04 WITH HLA ENGINEERING
AND LAND SURVEYING, INC., FOR WATER AND SEWER CONNECTION
CHARGE STUDY**

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 project management, domestic water connection charge evaluation and sanitary sewer connection charge evaluation,

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. 2025-04 with HLA Engineering and Land Surveying, Inc., for the Water and Sewer Connection Charge Study with an estimated total fee for services in the amount of \$35,000 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 _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2025-04

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Water and Sewer Connection Charge Study
HLA Project No. 25122E

The City of Grandview (CITY) intends to complete connection charge studies for its domestic water and sanitary sewer utilities. The project will assess the short- and long-term financial needs of the water and sewer funds and provide recommendations on charge adjustments needed to match revenue demands.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional services for the Water and Sewer Connection Charge Study (PROJECT). HLA services shall include the following.

1.0 Project Management

- 1.1 Perform management of overall PROJECT delivery and PROJECT controls.
- 1.2 Plan and facilitate a PROJECT kickoff meeting to align expectations between the CITY and HLA.
- 1.3 Provide monthly status reports and invoices for the work performed.
- 1.4 Prepare and maintain the PROJECT schedule in conjunction with funding requirements and timelines, to be updated monthly or as otherwise requested by the CITY.
- 1.5 Maintain PROJECT files for CITY review.

2.0 Domestic Water Connection Charge Evaluation

This phase will determine the revenue needs for the Water Fund and adjustments to water connection charges to provide the required revenue.

- 2.1 Gather and review information from the CITY for existing water accounts.
- 2.2 Compile accounts into user categories based on usage as follows:
 - Single-family domestic
 - Multi-family domestic
 - Commercial
 - Industrial
- 2.3 Finalize categories for connection fee structure with CITY approval.
- 2.4 Review up five (5) years of historical fund performance, including both operating and reserve funds. Summarize fund performance by examining beginning and ending fund balances and the net increase or decrease in the balance for each year.

- 2.5 Examine capital improvement needs as identified in the CITY's Water System Plan and otherwise determined through discussions with the CITY, estimate future costs including inflation, determine methods of financing improvements (reserves, grants, or loans), and estimate future debt service costs.
- 2.6 Meet with the CITY to discuss revenue needs and connection fee increases required to meet revenue demands using the existing rate structure.
- 2.7 Prepare a written summary of recommendations for water connection fees.
- 2.8 Assist with developing ordinances that implement the recommended water connection fees.
- 2.9 Attend up to one (1) CITY Council meeting to present fee recommendations and answer questions.

3.0 Sanitary Sewer Connection Charge Evaluation

This phase will determine the revenue needs for the Sewer Fund and adjustments to sewer connection fees to provide the required revenue.

- 2.1 Gather and review information from the CITY for existing sewer accounts.
- 2.2 Compile accounts into user categories based on usage as follows:
 - Single-family domestic
 - Multi-family domestic
 - Commercial - with low-strength wastewater
 - Commercial - with medium-strength wastewater
 - Commercial - with high-strength wastewater
 - Industrial
- 2.3 Review up to five (5) years of historical fund performance, including both operating and reserve funds. Summarize fund performance by examining beginning and ending fund balances and the net increase or decrease in the balance for each year.
- 2.4 Examine capital improvement needs as identified in the CITY's General Sewer Plan and other planning documents or otherwise determined through discussions with the CITY, estimate future costs including inflation, determine methods of financing improvements (reserves, grants, or loans), and estimate future debt service costs.
- 2.5 Meet with the CITY to discuss revenue needs and fee increases required to meet revenue demands using the existing rate structure.
- 2.6 Prepare a written summary of recommendations for sewer connection fees.
- 2.7 Assist with developing ordinances that implement the recommended sewer connection fees.
- 2.8 Attend up to one (1) Council meeting to present fee recommendations and answer questions.

Additional Services

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

Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- Provide all information as to the CITY requirements for the PROJECT.
- Provide all available information pertinent to the PROJECT relative to the completion of design and construction of the PROJECT.
- Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- Obtain approval of all government authorities for the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- Pay for advertising, notices, or other publications as may be required.

TIME OF PERFORMANCE:

HLA will diligently pursue the completion of the PROJECT as follows:

1.0 Project Management

Project management will be for the duration of the PROJECT through PROJECT closeout, including any required submissions to the controlling authority/authorities.

2.0 Domestic Water Connection Charge Evaluation

HLA services for this phase will be completed within one hundred twenty (120) calendar days of receipt of this signed Task Order.

3.0 Sanitary Sewer Connection Charge Evaluation

HLA services for this phase will be completed within one hundred twenty (120) calendar days of receipt of this signed Task Order.

Additional Services

Additional services directed by the CITY will be completed as mutually agreed upon at the time services are requested by the CITY.

FEE FOR SERVICES:

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. HLA reserves the right to move fees and estimated work hours between phases as necessary to complete the PROJECT.

1.0 Project Management

Work for project management shall be performed on a time-spent basis at current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the not-to-exceed fee of \$5,000.

2.0 Domestic Water Connection Charge Evaluation

Work for water connection charge evaluation shall be performed on a time-spent basis at current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the not-to-exceed fee of \$15,000.


3.0 Sanitary Sewer Connection Charge Evaluation

Work for sewer connection charge evaluation shall be performed on a time-spent basis at current hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for the not-to-exceed fee of \$15,000.

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 current hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as vehicle mileage, out-of-town meals/lodging, advertising, and printing expenses.

Proposed:



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

5/21/2025

Date

Approved:

City of Grandview
Ashley Lara, Mayor

Date

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

ITEM TITLE Resolution authorizing the Mayor to sign Change Order No. 1 with Puterbaugh General Construction Company, Inc., for the Dykstra Park Restroom Restoration	AGENDA NO.: New Business 3 (B) AGENDA DATE: June 10, 2025
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

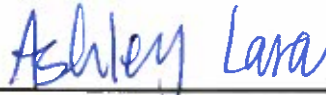
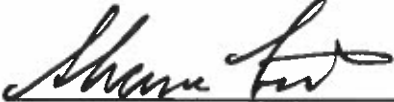
DEPARTMENT HEAD REVIEW

John Simmons, Public Works Director



CITY ADMINISTRATOR

MAYOR



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

On April 9, 2025, City Council accepted the bid for the Dykstra Park Restroom Restoration and authorized the Mayor to sign all contract documents with Puterbaugh General Construction Company, Inc.

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.

Due to unforeseen conditions, the City requested the following repairs to be included in the contract work for the Dykstra Park restroom restorations:

The two (2) existing 2" floor drains are inoperable which requires removal and replacement with new Z-415 drains and p-traps. The in-wall water lines running from the mechanical room to the wall behind the toilets and urinal are deteriorating and will need to be replaced with new copper lines from the new water service. The existing 1" PVC water line connected to the outside water fountain and mechanical room is leaking, which requires 20 LF of new 1" PEX pipe, new isolation ball valve, and concrete pad to be poured around the new cast iron water box.

The requested repairs will prevent near future failures and costly repairs incurred by the City.

Change Order No. 1 with Puterbaugh General Construction Company, Inc., for the above-referenced repairs is in the amount of \$16,789.68.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign Change Order No. 1 with Puterbaugh General Construction Company, Inc., for the Dykstra Park Restroom Restoration to the June 10, 2025 regular Council meeting for consideration.

Shane Fisher

From: Janell Buchanan <jbuchanan@hlacivil.com>
Sent: Friday, May 16, 2025 11:45 AM
To: Jacob Sevigny; Shane Fisher; John Simmons
Cc: Todd Dorsett
Subject: RE: 25062 - Dykstra Park Restroom Renovation Change Order Discussion
Attachments: 2025-05-15 - 25062 - Change Order 01 For City Execution.pdf

CAUTION: External Email

Good afternoon, Shane,

Attached is the contractor and PE signed changed order for the City's review and consideration.

Thanks,



Janell Buchanan, Contract Administrator I

HLA Engineering and Land Surveying, Inc.

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 |

jbuchanan@hlacivil.com | www.hlacivil.com

From: Jacob Sevigny <jsevigny@hlacivil.com>

Sent: Thursday, May 15, 2025 1:20 PM

To: Shane Fisher <sfisher@grandview.wa.us>; John Simmons <jsimmons@grandview.wa.us>

Cc: Todd Dorsett <tdorsett@grandview.wa.us>; Janell Buchanan <jbuchanan@hlacivil.com>

Subject: RE: 25062 - Dykstra Park Restroom Renovation Change Order Discussion

Shane,

Sounds good. We will organize everything into one change order and get it to the City for signature soon.

Thanks,



Jacob Sevigny, PE

HLA Engineering and Land Surveying, Inc.

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 | Cell: (509) 985-1592

jsevigny@hlacivil.com | www.hlacivil.com

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From: Shane Fisher <sfisher@grandview.wa.us>
Sent: Thursday, May 15, 2025 1:18 PM
To: Jacob Sevigny <jsevigny@hlacivil.com>; John Simmons <jimmons@grandview.wa.us>
Cc: Todd Dorsett <tdorsett@grandview.wa.us>; Janell Buchanan <jbuchanan@hlacivil.com>
Subject: RE: 25062 - Dykstra Park Restroom Renovation Change Order Discussion

Jacob,
It does require City Council approval, but we will address the cost overage with a budget amendment next month.
The work can proceed.

Thanks,

Shane Fisher
City Administrator
207 West Second Street
Grandview, WA 98930
(509)882-9206 – Direct
(509)882-9200 – City Hall
sfisher@grandview.wa.us
www.grandview.wa.us

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From: Jacob Sevigny <jsevigny@hlacivil.com>
Sent: Wednesday, May 14, 2025 6:19 PM
To: John Simmons <jimmons@grandview.wa.us>; Shane Fisher <sfisher@grandview.wa.us>
Cc: Todd Dorsett <tdorsett@grandview.wa.us>; Janell Buchanan <jbuchanan@hlacivil.com>
Subject: 25062 - Dykstra Park Restroom Renovation Change Order Discussion

CAUTION: External Email

Good Afternoon,

As I discussed on the phone with John, Puterbaugh has proposed a price for some additional work on the Dykstra Park Restroom project as broken out in the attachments and totaling \$16,789.68.

After reviewing the proposals and his assumptions, I think accepting the change order amounts as shown in the attachments is in the best interest of the City. The other alternative is to have the work performed as force account, which would require additional City time to supervise and track the work as it is performed.

I recognize that this amount exceeds the Minor Change Bid Item of \$10,000 and may need Council approval.

Please let me know if you have any questions or would like to discuss this further.

Thanks,



Jacob Sevigny, PE

HLA Engineering and Land Surveying, Inc.

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 | Cell: (509) 985-1592

jsevigny@hlacivil.com | www.hlacivil.com

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RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 1
WITH PUTERBAUGH GENERAL CONSTRUCTION COMPANY, INC.,
FOR THE DYKSTRA PARK RESTROOM RESTORATION**

WHEREAS, the City of Grandview has contracted with Puterbaugh General Construction Company, Inc., as the contractor for the Dykstra Park Restroom Restoration; and,

WHEREAS, Change Order No. 1 is to replace floor drains, in-wall water lines, and water value and lines; and,

WHEREAS, Change Order No. 1 compensates the Contractor for the additional repairs in the amount of \$16,789.68,

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

The Mayor is hereby authorized to sign Change Order No. 1 with Puterbaugh General Construction Company, Inc., for the Dykstra Park Restroom Restoration in the amount of \$16,789.68 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 _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHANGE ORDER NO. 1



DATE:

PROJECT OWNER: City of Grandview

PROJECT NAME: Dykstra Park Restroom Restoration

HLA PROJECT NO.: 25062

CONTRACTOR: Puterbaugh General Construction Company, Inc.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 1					
5	Floor Drains	1	LS	\$ -	\$ 5,198.00
6	In-Wall Water Lines	1	LS	\$ -	\$ 5,027.00
7	Water Valve and Lines	1	LS	\$ -	\$ 5,321.00
CHANGE ORDER NO. 1 SUBTOTAL:					\$ 15,546.00
8.0% SALES TAX:					\$ 1,243.68
CHANGE ORDER NO. 1 TOTAL:					\$ 16,789.68

Due to unforeseen conditions, the City has request the following repairs to be included in the contract work for the Dykstra Park restroom restorations:

The two (2) existing 2" floor drains are inoperable which requires removal and replacement with new Z-415 drains and p-traps. The in-wall water lines running from the mechanical room to the wall behind the toilets and urinal are deteriorating and will need to be replaced with new copper lines from the new water service. The existing 1" PVC water line connected to the outside water fountain and mechanical room is leaking, which requires 20 LF of new 1" PEX pipe, new isolation ball valve, and concrete pad to be poured around the new cast iron water box.

The requested repairs will prevent near future failures and costly repairs incurred by the City.



CHANGE ORDER NO. 1



DATE:

PROJECT OWNER: City of Grandview
PROJECT NAME: Dykstra Park Restroom Restoration
HLA PROJECT NO.: 25062
CONTRACTOR: Puterbaugh General Construction Company, Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$ 145,081.80
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$ 145,081.80
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$ 16,789.68
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$ 161,871.48

CONTRACTOR: Kyle B. Smith

Date: 5-16-25

ENGINEER: Jacob R. Sevigny

Digitally signed by Jacob R. Sevigny
Date: 2025.05.16 11:36:10-07'00'

Date: _____

OWNER: _____

Date: _____



Scope of Work

BASE BID ITEMS

General Conditions

Includes job supervision, expediting and hauling, load/unload, cleanup, rental of equipment, signage and fuel.

1. Change Order 1 – Floor Drains

- 1.1. Sawcut and remove two existing 2" floor drains.
- 1.2. Install new Z-415 floor drains with new P-traps. Existing drains do not work.

GENERAL TERMS & CONDITIONS

Base bid items subject to the specifications stated above

1. Labor _____ \$3,473

2. Material _____ \$1,725

Base bid subtotal.....\$5,198.00

Tax 8.0%: \$415.84

Total: \$5,613.84



Scope of Work

BASE BID ITEMS

General Conditions

Includes job supervision, expediting and hauling, load/unload, cleanup, rental of equipment, signage and fuel.

1. Change Order 2 – Replace Waterlines In Walls

- 1.1. Cap off existing waterlines in walls and replace with new copper waterlines originating from the mechanical room new water service line and running them into the restrooms within a new furred out wall behind the toilets and urinal. Existing lines are falling.

GENERAL TERMS & CONDITIONS

Base bid items subject to the specifications stated above

1. Labor..... \$4,012

2. Material..... \$1,015

Base bid subtotal.....\$5,027.00

Tax 8.0%: \$402.16

Total: \$5,429.16



Scope of Work

BASE BID ITEMS

General Conditions

Includes job supervision, expediting and hauling, load/unload, cleanup, rental of equipment, signage and fuel.

1. Change Order 3 – Water Supply

- 1.1. Replace approximately 20lf of existing 1" PVC water line outside of building and before the drinking fountain. Install a new stop and waste winter shut off valve along with a cast iron water box. Run new 1" PEX water line from there to inside of mechanical room next to the west wall and install a new isolation ball valve.
- 1.2. Pour 18"x18"x5" thick concrete stabilizing pad around new cast iron water box.
- 1.3. Excavation by City of Grandview.

GENERAL TERMS & CONDITIONS

Base bid items subject to the specifications stated above

1. Labor	\$3,449
2. Material	\$1,872
Base bid subtotal.....	\$5,321.00
	<u>Tax 8.0%: \$425.68</u>
	Total: \$5,746.68

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

ITEM TITLE	AGENDA NO.: New Business 3 (C)
Planning Commission Appointments	AGENDA DATE: June 10, 2025
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Planning	

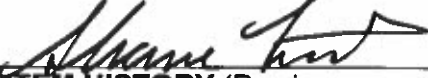
DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk (Planning)



CITY ADMINISTRATOR

MAYOR



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

The Growth Management Act requires Yakima County and its cities and towns to update their comprehensive plans and development regulations every 10 years. The next "periodic update" must be completed by June 30, 2026, per RCW 36.70A.130(5)(c).

The Planning Commission's role in the comprehensive plan periodic update is to participate in the update process, conduct information sharing and work study sessions; provide feedback; and make recommendations to the City Council to ensure that the comprehensive plan is updated in accordance with federal, state and local requirements. This is an opportunity to revise population and employment growth targets with the most up to date data; review existing goals, policies, and regulations; and write new policies that reflect the priorities of 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.

The City currently has two vacant positions on the Planning Commission. The following Planning Commission appointments are being presented by the Mayor to Council for confirmation:

- Gracie Sexton – Term 12/31/2028
- Brenda Shephard – Term 12/31/2029

ACTION PROPOSED

Move the confirmation of the Planning Commission appointments as recommended by the Mayor to a regular Council meeting for consideration.

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

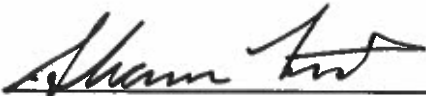
ITEM TITLE Resolution approving an Arbitration Settlement Agreement with Teamsters Local No. 760	AGENDA NO.: New Business 3 (D) AGENDA DATE: June 10, 2025
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW

Quinn Plant, City Attorney

CITY ADMINISTRATOR

MAYOR



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

The City and Teamsters Local No. 760 ("Union") negotiated a collective bargaining agreement covering 2022 through 2024. Under this agreement, covered employees were obligated to contribute 10% of their health insurance costs by way of a payroll deduction.

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.

In early January 2025, the City discovered that it had failed to deduct 10% of health insurance costs from these employees. The City has demanded payment from these employees. This demand has resulted in negotiations, a class action grievance, and more recently a demand for binding arbitration by the Union on behalf of these employees. The City has determined that the cost of litigating the class action grievance in binding arbitration is likely to exceed the total of the unpaid health insurance contributions the City may recover if it prevails. For this reason, the City and the Union have tentatively agreed, subject to City Council approval, to settle this matter, with the City withdrawing its demand for payment of the unpaid health insurance contributions and the Union agreeing to withdraw its class action grievance and arbitration demand.

ACTION PROPOSED

Move a resolution approving an Arbitration Settlement Agreement with Teamsters Local No. 760 to the June 10, 2025 regular Council meeting for consideration.

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AN ARBITRATION SETTLEMENT AGREEMENT
WITH TEAMSTERS LOCAL NO. 760**

WHEREAS, the City and Teamsters Local No. 760 ("Union") negotiated a collective bargaining agreement covering 2022 through 2024 providing for a 10% health insurance contribution to be paid by the affected employees by way of a payroll deduction; and

WHEREAS, between 2022 and 2024, the City did not deduct the 10% health insurance premium contribution from the affected former and current employees' pay; and

WHEREAS, the City demanded payment of the 10% health insurance premium contributions from current and former employees for the relevant years; and

WHEREAS, the Union represents the interests of current and former employees regarding issues associated with the payment of 10% health insurance premium contributions; and

WHEREAS, the Union filed a class action grievance on behalf of all affected current and former employees in March 2025, contesting the City's demand for payments of the 10% health insurance premium contributions; and

WHEREAS, after mutually agreed upon discussions between the attorneys without resolution, the Union in May 2025 appealed the class action grievance to binding arbitration; and

WHEREAS, the attorneys and the parties have continued to discuss issues associated with the pending arbitration and have concluded that the arbitration proceedings and procedures would be expensive and onerous for both the City and the Union, and that the costs associated with the arbitration would likely eclipse the amount that could be recovered by the City should it prevail; and

WHEREAS, the parties have discussed resolving this manner on the terms set forth in the agreement attached to this resolution, pursuant to which the City will withdraw its demand for payment and forgive the former and current employees from having to pay the 10% health insurance premium contributions for the relevant period from 2022 through 2024, and in exchange the Union will dismiss with prejudice the class action grievance and arbitration filed on behalf of the affected current and former employees;

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

The Arbitration Settlement Agreement between the City and Teamsters Local No. 760 attached to this resolution is hereby approved. The City Administrator is authorized to sign the Arbitration Settlement Agreement in the form attached hereto and incorporated by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

June 2, 2025

ARBITRATION SETTLEMENT AGREEMENT

THIS ARBITRATION SETTLEMENT AGREEMENT ("Agreement") is entered into by and between the City of Grandview ("City") and Teamsters Local No. 760 ("Union").

WHEREAS, the City and Union negotiated a collective bargaining agreement covering 2022 through 2024 providing for a 10% health insurance premium contribution to be paid by the affected employees by way of a payroll deduction pursuant to Section 18.1.1 of the collective bargaining agreement; and,

WHEREAS, between 2022 and 2024, the City did not deduct the 10% health insurance premium contribution from the affected former and current employees' pay; and,

WHEREAS, the City demanded payment of the 10% health insurance premium contributions from current and former employees for the relevant years; and,

WHEREAS, the Union represents the interests of current and former employees regarding issues associated with the payment of 10% health insurance premium contributions; and,

WHEREAS, the Union filed a Class Action Grievance on behalf of all affected current and former employees, on 24th day of March, 2025, contesting the City's demands for payments of the 10% health insurance premium contributions; and

WHEREAS, the City responded to the Union's Class Action Grievance on 31st day of March, 2025; and,

WHEREAS, after mutually agreed upon discussions between the attorneys without resolution, the Union timely appealed the Class Action Grievance to binding Arbitration, based on the relevant CBA, on 5th day of May, 2025; and,

WHEREAS, the City acknowledged the appeal to binding Arbitration on 12th day of May, 2025; and,

WHEREAS, the payroll has been corrected, and the 10% health insurance premium contribution is currently being correctly deducted from the employees; and,

WHEREAS, since these filings, the attorneys for the parties have had considerable discussion about the issues associated with the pending litigation-Arbitration and have concluded that this Arbitration Hearing and procedures would likely have a long duration, of potentially up to two weeks of hearing dates. This would be extremely expensive and onerous on both the City and the Union because of the nature of the litigation being a Class Action Grievance involving many current and former employees who would likely be called as witnesses and there would be

the fees and expenses of the Arbitrator, the court reporter, transcriptions and post Arbitration briefs. The parties mutually agree that it is very likely the cost associated with prosecuting the claim would eclipse the amount that could be received; and,

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth herein, it is voluntarily agreed between the City and the Union as follows:

1. City Agreement. The City agrees to withdraw the demand for payment and forgive the former and current employees from having to pay the 10% Health Insurance Premium Contributions for the relevant period from 2022 to 2024.
2. Union Agreement. The Union hereby withdraws and dismisses with prejudice the Class Action Grievance and the pending Arbitration filed by the Union on behalf of all the affected former and current employees.
3. No Pending Claims. As part of this settlement, the Union represents to the Employer that they and the affected former and current employees have no other known pending claims, lawsuits or charges filed against Employer in any courts, any administrative agencies and any governmental agencies regarding matters pertaining to this Class Action Grievance and Arbitration.
4. Non-Precedent. The Parties agree that the facts and issues are unique to this matter and therefore neither the Employer nor the Union shall use the terms and conditions of this Arbitration Settlement Agreement as a precedent in any future CBA interpretations, applications and grievances between the Parties.
5. Non-Admission. This Settlement Agreement shall not be construed as an admission by the Employer of any liability to the Union and former-current employees, of any breach of any agreement between the Employer and the Union, and/or any violation(s) by the Employer of any Federal laws, State laws, Administrative procedures, etc. This Settlement Agreement shall not be construed as an admission by the Union of any liability to the Employer, breach of any agreement between the Union and the Employer and/or any violation(s) by the Union of any Federal laws, State laws, Administrative procedures, etc.
6. Waiver and Mutual Release of Claims. In consideration of the terms contained in this Arbitration Settlement Agreement, and as a material inducement to the Union and the Employer to enter into this Agreement, the Employer and the Union hereby release one another from any and all past and present claims, if any, against one another regarding the former and present affected employees relating to the Class Action Grievance and Arbitration.
7. Disputed Claims. This Arbitration Settlement Agreement represents the settlement of disputed claims based on a Class Action Grievance and Arbitration.

8. Breach and Enforcement. The Union and the Employer agree that if there is an alleged breach of the terms of this Arbitration Settlement Agreement, the issues will first be submitted to PERC for mediation proceedings, without waiving any grievance deadlines. If mediation does not resolve the issues, then the parties agree to submit to grievance arbitration in accordance with the terms of the applicable CBA. Each party shall pay for their own attorney's fees, costs, etc. and share equally the Arbitrator's fees and costs.
9. Complete Agreement. This Arbitration Settlement Agreement represents and contains the entire understanding between the parties in connection with the subject matter of this Agreement. The Settlement Agreement shall not be altered nor varied except in a writing signed by Union and Employer representatives. It is expressly acknowledged and recognized by all parties that there are no oral or written collateral agreements, understandings or representations between the parties other than as contained in this document, and any such prior agreements are specifically terminated.
10. Governing Law. Unless otherwise controlled by federal law, the interpretation and enforcement of this Settlement Agreement shall be governed by the laws of the State of Washington and PERC statutes and decisions. The venue for any action to enforce this Agreement shall be through the grievance process provided in the applicable collective bargaining agreement between the City and the Union.
11. Signature in Counterpart and Facsimile Procedures: This Settlement Agreement can be executed and completed in counterpart, scanned and shall be binding upon the parties. Transmission of this Settlement Agreement by .pdf by the parties shall serve as an original and be binding on all parties. The parties may circulate duplicate originals of this document for signature so that each party has an original of this Settlement Agreement showing signatures of all parties.
12. Attorneys' and Arbitrator Fees, Costs and Expenses. Each party shall be solely responsible for paying for their own attorney's fees, costs and expenses.
13. Joint Preparation of Agreement: The Employer and the Union have cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction to be made of this Settlement Agreement, the same shall not be construed against any party on the basis that such party was the drafter.
14. Effective Date: The effective date of this Settlement Agreement shall be the date on which the last signing party executes this Settlement Agreement.

CITY OF GRANDVIEW

Shane Fisher, City Administrator

Date: _____

TEAMSTERS LOCAL 760


Richard Salinas, Secretary-Treasurer

Date: June 2, 2025

May 23, 2025

Mr. Shane Fisher,
Grandview City Administrator
207 W. 2nd Street
Grandview, WA 98930

RECEIVED

MAY 23 2025

CITY OF GRANDVIEW

Dear Mr. Gonzalez,

Since its inception and construction, the pathway between Grandview and Sunnyside has been maintained by the Lower Valley Yakima Trails and Recreational Pathway Foundation. Maintenance and improvements have been made primarily by volunteer organizations and individuals. Lately the pathway foundation has had difficulty fund raising for pathway maintenance. Fund raising problems have gotten to the point where continue maintenance of the pathway will be unsustainable in the near future.

The Lower Valley Yakima Trails and Recreational Pathway Foundation along with the cities of Sunnyside and Grandview just completed the resurfacing of most of the pathway between our two cities. The cities have also partnered with the pathway in installing new shelter benches, tree lined walkway and have included the pathway as city parks. The cities have also extended pathway maintenance out to their city limits.

The Lower Valley Trails and Recreational Pathway Foundation plans to disband by the end of the year and request that the cities of Grandview and Sunnyside take over all pathway responsibilities and maintenance. This is not an entirely new responsibility since both cities have for years sprayed, mowed and cleaned up the pathway up to your city limits boundaries.

We recognize there is approximately four miles of pathway that is on county and railroad property between the two cities. The county has not been willing to participate in maintaining their portion since they dropped their parks department. It is our hope that between the two cities a solution for maintaining these four miles can be worked out.

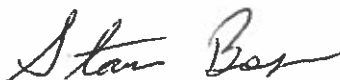
The pathway foundation is planning to hold a rededication ceremony for the repaving project in September. It is our hope that we can formally hand over pathway maintenance to the cities during this rededication ceremony. Upon disbanding the Foundation will distribute the remaining funds equally between both cities to be used for the purchase and installation of shelter benches in a location of your choice. These funds were donated to our organization for that purpose.

The Lower Valley Pathway board is proud to be turning this great asset over to the Cities with the pathway now in top condition. We hope that this asset will continue to serve as a great connection between our cities.

Sincerely,

Lower Valley Yakima Trails and Recreational Pathway Foundation

Stan Bos, President

A handwritten signature in cursive script that reads "Stan Bos".

Kathy Bos

Gary Martin, Vice President

Ed Werkhoven

Libby Werkhoven, Secretary / Treasurer

Leroy Werkhoven