

**GRANDVIEW CITY COUNCIL  
REGULAR 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.

**REGULAR MEETING – 7:00 PM**

**PAGE**

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
  - A. GHS State Track & Field – Certificates of Extraordinary Achievement
  - B. 2025 Proclamation – Pride Month 1
  - C. 2025 Proclamation – Juneteenth 2
- 5. PUBLIC COMMENT** – *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 27, 2025 Committee-of-the-Whole meeting 3-5
  - B. Minutes of the May 27, 2025 Council meeting 6-9
  - C. Payroll Check Nos. 14390-14414 in the amount of \$24,652.13
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 61619-61625 in the amount of \$161,765.44
  - E. Payroll Direct Deposit 05/16/25-05/31/25 in the amount of \$218,978.16
  - F. Claim Check Nos. 131341-131428 in the amount of \$278,020.10
- 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. 2025-41 approving Task Order No. 2025-04 with HLA Engineering and Land Surveying, Inc., for Water and Sewer Connection Charge Study 10-14

	<b><u>PAGE</u></b>
B. Resolution No. 2025-42 authorizing the Mayor to sign Change Order No. 1 with Puterbaugh General Construction Company, Inc., for the Dykstra Park Restroom Restoration	15-20
C. Resolution No. 2025-43 approving an Arbitration Settlement Agreement with Teamsters Local No. 760	21-25
<b>8. UNFINISHED AND NEW BUSINESS</b>	
<b>9. CITY ADMINISTRATOR AND/OR STAFF REPORTS</b>	
<b>10. MAYOR &amp; COUNCILMEMBER REPORTS</b>	
A. Sub-Committee Updates	
<b>11. EXECUTIVE SESSION – Property Matters per RCW 42.30.110(1)(b) (15 minutes)</b>	
<b>12. ADJOURNMENT</b>	

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



## **2025 PROCLAMATION**

### **PRIDE MONTH**

**WHEREAS**, the City of Grandview recognizes and celebrates the diversity and contributions of its LGBTQ+ residents, and is committed to fostering an inclusive and welcoming community for all; and

**WHEREAS**, Pride Month is celebrated each year in the month of June to honor the 1969 Stonewall Uprising in New York City, a pivotal event in the LGBTQ+ rights movement; and

**WHEREAS**, the City of Grandview acknowledges the ongoing struggle for equal rights faced by the LGBTQ+ community and stands in solidarity with all those who work to promote dignity, equity, and justice; and

**WHEREAS**, the City of Grandview is dedicated to ensuring that all its residents, regardless of sexual orientation or gender identity, feel valued, safe, and respected; and

**WHEREAS**, the celebration of Pride Month provides an opportunity to promote acceptance, challenge discrimination, and advance the cause of equal rights; and

**WHEREAS**, during Pride Month, we honor the history, the achievements, and the resilience of the LGBTQ+ community, and recognize the importance of continued advocacy and support;

**NOW, THEREFORE, BE IT RESOLVED** that I, Ashley Lara, Mayor of the City of Grandview, Washington, do hereby proclaim June 2025 as: **\*\*Pride Month\*\*** in the City of Grandview and encourage all residents to join in celebrating the diversity and contributions of our LGBTQ+ community and to work towards a future of inclusiveness, equality, and respect for all.

Dated this 10<sup>th</sup> day of June, 2025

Mayor Ashley Lara



## **2025 PROCLAMATION**

### **JUNETEENTH**

**WHEREAS**, Juneteenth, also known as Freedom Day, Jubilee Day, Liberation Day, and Emancipation Day, is a holiday celebrating the emancipation of those who had been enslaved in the United States; and

**WHEREAS**, on June 19, 1865, Union General Gordon Granger arrived in Galveston, Texas, and announced the end of the Civil War and the abolition of slavery, effectively bringing freedom to all remaining enslaved African Americans in Texas, two and a half years after President Abraham Lincoln's Emancipation Proclamation; and

**WHEREAS**, Juneteenth has become the oldest nationally celebrated commemoration of the ending of slavery in the United States, symbolizing the struggles and resilience of African Americans throughout history; and

**WHEREAS**, Juneteenth is a time for reflection, rejoicing, and reaffirming our commitment to promoting equity, justice, and unity within our community; and

**WHEREAS**, the City of Grandview recognizes the importance of Juneteenth in acknowledging the profound contributions of African Americans to our society and fostering a culture of inclusion and respect for all people; and

**WHEREAS**, we encourage all residents of Grandview to learn about and honor the history of Juneteenth, and to participate in events and activities that celebrate African American culture and heritage.

**NOW, THEREFORE, BE IT RESOLVED** that I, Ashley Lara, Mayor of the City of Grandview, Washington, do hereby proclaim June 19, 2025 as Juneteenth in the City of Grandview, and urge all citizens to become aware of the significance of this celebration in American History and in the heritage of our nation, state, and city.

Dated this 10<sup>th</sup> day of June, 2025

Mayor Ashley Lara

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE SPECIAL MEETING MINUTES  
MAY 27, 2025**

**1. CALL TO ORDER**

Mayor Pro Tem Bill Moore called the Special Committee-of-the-Whole (C.O.W.) meeting to order at 6:30 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: Councilmembers David Diaz, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Mayor Ashley Lara and Councilmembers Steve Barrientes and Laura Flores

Staff present: City Attorney Quinn Plant, Public Works Director John Simmons, Library Director Wendy Poteet and City Clerk Anita Palacios

**3. NEW BUSINESS**

**A. Resolution authorizing the Mayor to sign Change Order No. 2 with American Rock Products for the Lower Yakima Valley Pathway Improvements**

Public Works Director Simmons explained that In February 2023, Yakima County Commissioners awarded \$600,000 of American Rescue Plan Act (ARPA) funding for improvements to the Lower Yakima Valley Pathway. Subsequently, a meeting was held between the City of Grandview, the City of Sunnyside, and the Lower Yakima Valley Pathway group, where it was determined all entities would partner on the project, with the City of Grandview being the lead agency.

On February 27, 2024, City Council awarded a task order with HLA Engineering to design the Lower Valley Pathway project.

On September 10, 2024, City Council awarded a contract to American Rock Products to construct the improvements to the Lower Valley Pathway project.

The Lower Valley Pathway Improvement project was completed last year, with the exception of the area between Stover Road and the Wine Country Road Park and Ride. This area is very heavily treed and would be challenging to overlay. This section of pathway was omitted from the original contract because staff was unsure if there would be enough ARPA funds to complete it. The project came in under budget, and funds are remaining.

Change Order No. 2 with American Rock Products in the amount of \$15,500 is to crack seal the lateral cracks and replace the asphalt in a few areas. Once completed, the entire pathway from Sunnyside to Grandview will be rehabilitated.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign Change Order No. 2 with American Rock Products for the Lower Yakima Valley Pathway Improvements to the May 27, 2025 regular Council meeting for consideration.**

Vote:

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

**B. Resolution accepting the bid for the 3.0 MG Reservoir Storage Improvements and authorizing the Mayor to sign all contract documents with T. Bailey, Inc.**

Public Works Director Simmons explained that the City plans to construct a new 3.0 MG Storage Reservoir, as shown in the 2021 Water System Plan (WSP). This project would improve water system reliability and redundancy by fortifying its storage component. This project also includes the design and construction of a new 16-inch transmission main in E. Elm Street to replace the existing 16-inch AC transmission main. Construction would be completed in two separate bid packages, one for reservoir construction and one for water transmission main construction. The project is funded with City reserves and loan proceeds from the DOH Drinking Water State Revolving Fund (DWSRF).

Bids for the 3.0 MG Reservoir Storage Improvements were opened on May 22, 2025. A total of seven (7) bids were received with T. Bailey, Inc., of Anacortes, Washington, submitting the low bid in the amount of \$5,941,620.

Discussion took place.

**On motion by Councilmember Ozuna, second by Councilmember Rodriguez, the C.O.W. moved a resolution accepting the bid for the 3.0 MG Reservoir Storage Improvements and authorizing the Mayor to sign all contract documents with T. Bailey, Inc., to the May 27, 2025 regular Council meeting for consideration.**

Vote:

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

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

5. **MAYOR & COUNCILMEMBER REPORTS**

Community Survey – Councilmember Ozuna reported that he plans to roll out the community survey next week which would be distributed via email, social media, City's website and paper copies at local businesses. The survey would be in English and Spanish.

Public Safety Committee – Councilmember Ozuna reported that the Public Safety Committee would be scheduling a meeting with Senator Patty Murray's office representative in late June to discuss public safety needs.

Summer Concert Series – Councilmember Souders attended the first concert in the Summer Concert Series at the Country Park Amphitheater. She commended the improved sound system.

6. **ADJOURNMENT**

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

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Mayor Pro Tem Bill Moore

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Anita Palacios, City Clerk



**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
MAY 27, 2025**

**1. CALL TO ORDER**

Mayor Pro Tem Bill Moore 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: Councilmembers David Diaz, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Mayor Ashley Lara and Councilmembers Steve Barrientes and Laura Flores

**On motion by Councilmember Souders, second by Councilmember Diaz, Council excused Councilmembers Barrientes and Flores from the meeting.**

Staff present: City Attorney Quinn Plant, Public Works Director John Simmons, Fire Chief Pat Mason, Library Director Wendy Poteet and City Clerk Anita Palacios

**2. PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Moore led the pledge of allegiance.

**3. APPROVE AGENDA**

**On motion by Councilmember Souders, second by Councilmember Ozuna, Council approved the May 27, 2025 regular meeting agenda as presented.**

Vote:

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

**4. PRESENTATIONS**

**A. Retirement Award – Fire Chief Pat Mason**

Mayor Pro Tem Moore presented Fire Chief Pat Mason with a Retirement Award in honor of his retirement and in grateful appreciation for his 19 years of loyal and dedicated services to the citizens of the City of Grandview.

5. **PUBLIC COMMENT** – None

6. **CONSENT AGENDA**

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

- A. **Minutes of the May 13, 2025 Committee-of-the-Whole meeting**
- B. **Minutes of the May 13, 2025 Council meeting**
- C. **Payroll Check Nos. 14376-14389 in the amount of \$101,806.15**
- D. **Payroll Electronic Fund Transfers (EFT) Nos. 61606-61610 in the amount of \$104,563.60**
- E. **Payroll Direct Deposit 05/01/25-05/15/25 in the amount of \$150,941.02**
- F. **Claim Check Nos. 131253-131340 in the amount of \$577,467.94**

Vote:

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

7. **ACTIVE AGENDA**

A. **Ordinance No. 2025-04 amending the 2025 Annual Budget**

This item was previously discussed at the May 13, 2025 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Ordinance No. 2025-04 amending the 2025 Annual Budget.

Vote:

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

B. **Resolution No. 2025-38 declaring certain City property from the Police Department as surplus and authorizing disposal by public auction, sale or trade**

This item was previously discussed at the May 13, 2025 C.O.W. meeting.

**On motion by Councilmember Diaz, second by Councilmember Souders, Council approved Resolution No. 2025-38 declaring certain City property from the Police Department as surplus and authorizing disposal by public auction, sale or trade.**

Vote:

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

**C. Resolution No. 2025-39 authorizing the Mayor to sign Change Order No. 2 with American Rock Products for the Lower Yakima Valley Pathway Improvements**

This item was previously discussed at the May 27, 2025 C.O.W. meeting.

**On motion by Councilmember Ozuna, second by Councilmember Diaz, Council approved Resolution No. 2025-39 authorizing the Mayor to sign Change Order No. 2 with American Rock Products for the Lower Yakima Valley Pathway Improvements.**

Vote:

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

**D. Resolution No. 2025-40 accepting the bid for the 3.0 MG Reservoir Storage Improvements and authorizing the Mayor to sign all contract documents with T. Bailey, Inc.**

This item was previously discussed at the May 27, 2025 C.O.W. meeting.

**On motion by Councilmember Souders, second by Councilmember Rodriguez, Council approved Resolution No. 2025-40 accepting the bid for the 3.0 MG Reservoir Storage Improvements and authorizing the Mayor to sign all contract documents with T. Bailey, Inc.**

Vote:

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

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

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

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

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

11. **ADJOURNMENT**

On motion by Councilmember Souders, second by Councilmember Rodriguez, the Council meeting adjourned at 7:10 p.m.

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Mayor Pro Tem Bill Moore

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Anita Palacios, City Clerk

**RESOLUTION NO. 2025-41**

**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 June 10, 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

**RESOLUTION NO. 2025-42**

**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 June 10, 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
<b>CHANGE ORDER NO. 1</b>					
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
<b>CHANGE ORDER NO. 1 SUBTOTAL:</b>					<b>\$ 15,546.00</b>
<b>8.0% SALES TAX:</b>					<b>\$ 1,243.68</b>
<b>CHANGE ORDER NO. 1 TOTAL:</b>					<b>\$ 16,789.68</b>

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 11:36:10-0700

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 failing.

### 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
	<u>Tax 8.0%: \$402.16</u>
	<b>Total: \$5,429.16</b>



## 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**

**Tax 8.0%: \$425.68**

**Total: \$5,746.68**

**RESOLUTION NO. 2025-43**

**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 June 10, 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 12<sup>th</sup> 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