

GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MAY 12, 2026



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.

REGULAR MEETING – 7:00 PM

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1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE** – Saul Velazquez, kindergarten student at Harriet Thompson Elementary
3. **APPROVE AGENDA**
4. **PRESENTATIONS**
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 April 28, 2026 Committee-of-the-Whole meeting 1-4
 - B. Minutes of the April 28, 2026 Council meeting 5-7
 - C. Payroll Check Nos. 14851-14882 in the amount of \$22,450.21
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61879-61885 in the amount of \$113,679.38
 - E. Payroll Direct Deposit 04/16/2026-04/30/2026 in the amount of \$181,306.82
 - F. Claim Check Nos. 133380-133472 in the amount of \$978,881.33
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. Ordinance No. 2026-05 establishing an Unsung Hero Committee 8-9
 - B. Resolution No. 2026-25 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 – 2026 Swim Team Program 10-14
 - C. Resolution No. 2026-26 authorizing the Mayor to sign a Preliminary Engineering Services Agreement with BNSF Railway Company for the Stover Road Railroad Crossing Improvements Project 15-20

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D. Resolution No. 2026-27 authorizing the Mayor to sign an agreement with ARC Architects for the New Police Facility Feasibility Study

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8. UNFINISHED AND NEW BUSINESS

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS

10. MAYOR & COUNCILMEMBER REPORTS

11. ADJOURNMENT

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, May 12, 2026 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/87488214659?pwd=9uR7LAJmH4dBpcJQjpE32uR5Slv5IR.1>

To join via phone: +1 253 215 8782

Meeting ID: 874 8821 4659

Passcode: 409827

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
APRIL 28, 2026**

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: Councilmembers David Diaz, Laura Flores, Ramona Garibay-Rios, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, Public Works Director John Simmons and City Clerk Anita Palacios

3. NEW BUSINESS

A. Ordinance amending Grandview Municipal Code Section 13.28.015 connection to domestic water system – domestic water capital cost recovery fee; Section 13.28.020 – meter installation charges, and Section 13.28.100 – connection to public sewer system – fee

Currently, the City charges \$700.00 for a sewer connection fee and \$686.00 for a water connection fee. These fees have not been adjusted since 1997.

On April 14, 2026, City Staff and HLA Engineering presented options to increase the City's water and sewer connection fees for new service connections and residential developments. It was decided by Council that the City should use a 2-year phasing approach to increase the connection fees. This approach allows developers and builders time to adjust their budgets for the increase in building/permit fees.

The City proposed an adjustment to water and sewer connection fees to ensure the continued reliability, sustainability, and regulatory compliance of the City's utility systems. These one-time fees were charged to new development to help offset the cost of expanding infrastructure needed to serve growth.

Water Connection Fee

The 2-year phasing approach means the City would increase its water connection fee from \$686.00 to \$2,651.00 starting July 1, 2026. On July 1, 2027, the water connection fee would increase to \$2,987.00.

In addition to the connection fee, there would be a \$1,500 cost of the meter, piping, fittings and the installation of the water service.

Sewer Connection Fee

The 2-year phasing approach means the City would increase its sewer connection fee from \$680.00 to \$2,651.00 starting July 1, 2026. On July 1, 2027, the sewer connection fee would increase to \$4,622.00.

Staff recommended the C.O.W. move an ordinance amending Grandview Municipal Code Section 13.28.015 connection to domestic water system – domestic water capital cost recovery fee; Section 13.28.020 – meter installation charges, and Section 13.28.100 – connection to public sewer system – fee to the April 28, 2026 regular Council meeting for consideration.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Garibay-Rios, the C.O.W. moved an ordinance amending Grandview Municipal Code Section 13.28.015 connection to domestic water system – domestic water capital cost recovery fee; Section 13.28.020 – meter installation charges, and Section 13.28.100 – connection to public sewer system – fee to the April 28, 2026 regular Council meeting for consideration.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Ordinance establishing an Unsung Hero Award Committee

At the April 14, 2026 C.O.W. meeting, Council reviewed plans for establishing an Unsung Hero program, including a committee structure with two Councilmember and three community members appointed by the City Council, along with criteria and scoring scales for award nominations. Next steps included finalizing committee appointments and developing a formal proposal for the award program.

Staff presented an ordinance establishing an Unsung Hero Award Committee. Additional items for Council consideration included: Does Council want to designate a meeting location? Does Council want to make the meetings open to the public?

Discussion took place. Council concurred that the committee members would serve 18-month terms. Committee meetings would be held quarterly at City Hall and would not be open to the public, though the award presentations would be held at Council meetings. The recognition would take the form of certificates. The name of the committee was also changed to “Unsung

Hero Committee.”

C. Master Fee Schedule

Staff presented a proposal to implement a Master Fee Schedule to streamline the process of reviewing and updating fees. The current system embeds fees in city ordinances, requiring ordinance amendments for any changes. The proposed new system would separate fees into a schedule adopted annually during the budget process, allowing for easier review and adjustment of fees without amending code sections. Council members expressed support for the idea, and staff agreed to bring back a sample format for further review in upcoming meetings. The discussion also touched on the need to update outdated code sections during the transition process.

5. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Splash Pad Project – The splash pad project was progressing with engineer stamp drawings pending approval from the Department of Health, expected within two weeks, with equipment ordered for end of May construction.

Park Vandalism – The Westside Park pickleball courts have been repaired after vandalism and were back in use, though the nets were damaged and had to be reassembled. There were also ongoing issues with vandalism at the Dykstra Park restroom. Repairs have been made and were back in use.

Sourcewell Improvements – The Willoughby well reservoir project was underway with five (5) weeks of painting planned.

Wastewater Treatment Plant Bid Opening – The Wastewater Treatment Plant bid opening for Phase 1 took place on April 23rd. Bids came in 8-10% higher than expected at \$16 million, with the team working to reduce scope to meet budget constraints.

6. MAYOR & COUNCILMEMBER REPORTS

Public Safety Committee – The Public Safety Committee held a tour of the current police station with the new Grandview Herald reporter Sofia Sanchez.

Park Cameras and Lighting – Council discussed camera installations at parks as a deterrent against vandalism. Council also addressed park lighting issues, raising concerns about darkness in the park area near the pickleball courts. It was noted that the current purple lights were part of a Pacific Power program and were being gradually replaced as they develop issues.

Fire-Damaged Building – Council raised concerns about the appearance of a fire-damaged building downtown on West Second Street, suggesting the possibility of temporary plywood covering, though this would require working with private property owners due to insurance considerations.

7. **ADJOURNMENT**

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

Mayor Ashley Lara

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
APRIL 28, 2026**

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: Councilmembers David Diaz, Laura Flores, Ramon Garibay-Rios, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Raelynn Gomez, 1st grade student at Harriet Thompson Elementary, led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Garibay-Rios, Council approved the April 28, 2026 meeting agenda as presented.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

4. PRESENTATIONS

A. GHS Boys State Wrestling Team – Certificates of Extraordinary Achievement

Mayor Lara presented Certificates of Extraordinary Achievement to the following GHS Boys Wrestling Team members who placed at State: Michael Flores – 120 7th place; Dutch Graf – 157; Gabriel Lara – 175; Derrius Jeffrey – 285.

5. PUBLIC COMMENT – None

6. CONSENT AGENDA

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

- A. Minutes of the April 14, 2026 Committee-of-the-Whole meeting
- B. Minutes of the April 14, 2026 Council meeting
- C. Payroll Check Nos. 14838-14850 in the amount of \$110,106.65
- D. Payroll Electronic Fund Transfers (EFT) Nos. 61871-61875 in the amount of \$105,919.94
- E. Payroll Direct Deposit 04/01/2026-04/15/2026 in the amount of \$169,586.67
- F. Claim Check Nos. 133304-133379 in the amount of \$820,270.60

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. ACTIVE AGENDA

- A. Ordinance No. 2026-04 amending Grandview Municipal Code Section 13.28.015 connection to domestic water system – domestic water capital cost recovery fee; Section 13.28.020 – meter installation charges, and Section 13.28.100 – connection to public sewer system – fee

This item was previously discussed at the April 28, 2026 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Ordinance No. 2026-04 amending Grandview Municipal Code Section 13.28.015 connection to domestic water system – domestic water capital cost recovery fee; Section 13.28.020 – meter installation charges, and Section 13.28.100 – connection to public sewer system – fee.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

8. UNFINISHED AND NEW BUSINESS – None

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

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

11. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Souders, the Council meeting adjourned at 7:20 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

ORDINANCE NO. 2026-05

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ESTABLISHING AN UNSUNG HERO COMMITTEE**

WHEREAS, the Grandview City Council desires to recognize contributions by its residents towards the betterment of the City of Grandview; and

WHEREAS, the Grandview City Council finds and determines that it is appropriate to establish a committee for the purpose of recognizing unsung heroes in the community;

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

Section 1. An Unsung Hero Committee is hereby established.

Section 2. The Unsung Hero Committee shall have five members, two of whom shall be sitting Councilmembers. The Mayor shall appoint each member of the Unsung Hero Committee, subject to approval by the City Council. The term of office for each member shall be eighteen (18) months. At the expiration of the term of each member, the Mayor shall appoint a successor for the full term of eighteen (18) months. In case of a vacancy prior to the expiration of a member's term, the Mayor shall appoint a successor, subject to the confirmation by the City Council, and the member appointed shall serve for the balance of the predecessor's unexpired term. No member shall receive compensation.

Section 3. The Unsung Hero Committee shall meet at least quarterly, with meetings to convene at City Hall.

Section 4. The members shall select a chairperson responsible for scheduling meetings, making and keeping meeting minutes, and who shall preside over committee meetings. A copy of the meeting minutes for each committee meeting shall be promptly delivered to the City Clerk.

Section 5. The Unsung Hero Committee shall solicit nominations for recognition by the City of Grandview as an Unsung Hero. The committee shall review nominations in whatever manner the committee deems appropriate. When deemed appropriate by the committee, the Chair may recommend to the City Council that a community member be recognized as an Unsung Hero. Such a recommendation shall be made during a regular business meeting of the City Council. If approved by a majority of the City Council, the nominee shall be recognized by the Mayor as an Unsung Hero at the next regular business meeting.

Section 6. This ordinance shall be in full force and effect five 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 12, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 05/13/2026

EFFECTIVE: 05/18/2026

RESOLUTION NO. 2026-25

**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 –
2026 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 2026 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 – 2026 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 12, 2026.

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 – 2026 Swim Team Program

This Agreement, entered into this 12th day of May, 2026 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 8, 2026. (weekday evening practices 6-8 p.m. June 1-5 while school is 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, 2026 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

Swim Team

By: _____
Mayor Ashley Lara

By: _____
Team President or Board Member

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

RESOLUTION 2026-26

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PRELIMINARY ENGINEERING SERVICES
AGREEMENT WITH BNSF RAILWAY COMPANY FOR THE STOVER ROAD
RAILROAD CROSSING IMPROVEMENTS PROJECT**

WHEREAS, the City of Grandview received a grant from the Washington State Department of Transportation to upgrade the railroad crossing on Stover Road and Wine Country Road; and

WHEREAS, the improvements include; railroad crossing arms, pedestrian & bicycle facilities, resurface the roadway, and install fencing near the crossing to deter pedestrians on the pathway from crossing the tracks in areas other than the crossing at Stover Road; and

WHEREAS, the City of Grandview and BNSF Railway Company have reached an agreement relating to the improvements the City desires to perform within and adjacent to the BNSF Railway Company's right-of-way; and

WHEREAS, the City Council of the City of Grandview finds and determines that approving the Preliminary Engineering Services Agreement with BNSF Railway Company at an estimated cost of \$22,560 is in the best interest of the residents and City of Grandview,

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

The Mayor is hereby authorized to sign a Preliminary Engineering Services Agreement with BNSF Railway Company for the Stover Road Railroad Crossing Improvements Project in the amount of \$22,560, 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 12, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Contract Number: BF-20546888

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review and Diagnostic Evaluation

BNSF File No.: BF-20546888
Mile Post 47.98
Line Segment 448
U.S. DOT Number 098606R
Granger Subdivision

This Agreement (“**Agreement**”) is executed to be effective as of _____, 2026 (“**Effective Date**”), by and between BNSF RAILWAY COMPANY, a Delaware corporation (“**BNSF**”) and the City of Grandview, a political subdivision of the State of WA (“**Agency**”).

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Grandview, State of WA;

WHEREAS, Agency has stated its intention to proceed initially with a project to Stover Road Railroad Crossing Improvements (the “**Project**”)

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency’s evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



Contract Number: BF-20546888

1) Scope of Work

As used herein, the term "**Work**" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the "**BNSF Parties**") pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes (collectively, "**Actual Costs**"). BNSF's estimated cost for Work on this Project is **\$22,560 ("Estimated Cost")**. Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

3) Scope and Limitations of Agreement



Contract Number: BF-20546888

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project. All Work performed hereunder is intended for use in evaluating the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. BNSF is providing the Work in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.**

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as



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authorized by a separate written permit obtained by Agency from BNSF for such entry ("Entry Permit").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Kyle Leatham at 206-625-6152, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("JLL") at <http://bnsf.railpermitting.com/> to obtain the required Entry Permit prior to any entry.

5) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK. LIKewise, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.



Contract Number: BF-20546888

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Grandview

BNSF Railway Company

By: _____

By: _____

Name: Ashley Lara, Mayor

Name: _____
Manager Public Projects

Accepted and effective this ___ day of _____, 2026.

RESOLUTION NO. 2026-27

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH ARC ARCHITECTS
FOR THE NEW POLICE STATION FEASIBILITY STUDY**

WHEREAS, the City Council wishes to engage the professional services of ARC Architects for the New Police Station Feasibility Study; and,

WHEREAS, ARC Architects submitted a proposal for the City of Grandview,

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

The Mayor is hereby authorized to sign an agreement with ARC Architects for the New Police Facility Feasibility Study in the amount of \$32,075 including reimbursable expenses, billed on an hourly not-to-exceed basis, 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 12, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twelfth day of May in the year Two Thousand Twenty-Six

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Grandview

207 West Second Street
Grandview, WA 98930

and the Architect:

(Name, legal status, address and other information)

ARC Architects, Inc.
119 S Main Street, Suite 200
Seattle, WA 98104

for the following Project:

(Name, location and detailed description)

Grandview Police Station
Tax parcel 230915-42420

ARC (Architect, Prime Consultant) and Dharam Consulting (Cost Estimator, Sub-Consultant) will provide professional architectural and estimating services for a programming and feasibility effort to refine established space needs, illustrate preliminary concepts, and calculate expected construction and project costs for a New Police Station at the City's selected site.

Scope of Services

- Review and research codes, property boundaries, public and Owner-provided topography mapping and any other applicable research for planning the identified property;
- Create base map for the property for site planning work (includes an in-person site visit);
- Collaborate with City staff to create a program (space needs) document;
- Create concepts for a New Police Station building (floor plan, elevation, 3D rendered view)
- Create graphics for City use;
- Define conceptual-level costs for the Opinion of Probable Cost for a determined construction start time.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Per Architect proposal dated 4/30/2026

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

ARTICLE 3 USE OF DOCUMENTS

The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

\$32,075

The Owner shall pay the Architect an initial payment of Zero Dollars and Zero Cents (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10.00 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest from the date payment is due at the rate of Ten percent (10.00 %) per annum , or in the

absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

n/a

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: Ashley Lara, Mayor

(Printed name and title)



ARCHITECT (Signature)

BY: Jeff Wandasiewicz, Principal

(Printed name, title, and license number if required)

4/30/2026



Attn: Shane Fisher, Kal Fuller
City of Grandview
207 West Second Street
Grandview, WA 98930

Submitted via e-mail to sfisher@grandview.wa.us, kal.fuller@grandviewpd.us

RE: New Police Station - Feasibility Study

Shane, Kal,

ARC Architects is pleased to submit our proposal for the New Police Facility Feasibility Study located at tax parcel 230915-42420 in Grandview, WA. ARC Architects has provided professional design services to public agencies and non-profits in the Pacific Northwest for over 50 years, with a primary focus on creating solutions that are a positive addition to the communities we work with. We are avid listeners with years of Police Department master planning, conceptual design/estimating, and regional building code and land use experience.

Total proposed fee for the scope of services outlined within this proposal is **\$32,075** including reimbursable expenses, billed on an hourly not-to-exceed (NTE) basis.

Project Understanding

Per our virtual discussion on April 22nd, Grandview's existing Police Station, built in 1938, has exceeded its useful life and due to its confined downtown location is infeasible to remodel or expand. The current Station lacks adequate space for current critical functions such as evidence storage, holding cells, forensic analysis, records archiving, private interrogation rooms, and modern workstations. Coupled with that, the City's projected population growth will require an expanded Police workforce in the short- and long-term beyond what the current Station and location can accommodate.

ARC (Architect, Prime Consultant) and Dharam Consulting (Cost Estimator, Sub-Consultant) will provide professional architectural and estimating services for a programming and feasibility effort to refine established space needs, illustrate preliminary concepts, and calculate expected construction and project costs for a New Police Station at the City's selected site. The effort would commence in the spring (2026) and extend 2 months (minimum) into the summer (2026).

Scope of Services

- Review and research codes, property boundaries, public topography mapping and any other applicable research for planning the identified property;
- Create base map for the property for site planning work (includes an in-person site visit);
- Collaborate with City staff to create a program (space needs) document;
- Create concepts for a New Police Station building (floor plan, elevation, 3D rendered view)
- Create graphics or City use;
- Define conceptual-level costs for the Opinion of Probable Cost for a determined construction start time.

Attachments

See itemized fee proposal, hourly billing rate schedule, and standard reimbursable expenses. Thank you for considering ARC for this project. If you have any questions we can be reached at the contact information listed below.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jeff Wandasiewicz'.

Jeff Wandasiewicz, AIA | Principal
ARC Architects
119 S Main St, STE 200, Seattle, WA 98104
C: (206) 383-7341
wandasiewicz@arcarchitects.com

A handwritten signature in blue ink, appearing to read 'Dan Podoll'.

Dan Podoll | Principal
ARC Architects
119 S Main St, STE 200, Seattle, WA 98104
D: (206) 900-0324
podoll@arcarchitects.com

GRANDVIEW NEW POLICE FACILITY
 FEASIBILITY STUDY
 FEE PROPOSAL - ARC
 4/30/2026

DESIGN SERVICES	fee	overhead	amount	remarks
Architect	\$19,975	1	\$19,975	ARC Architects
Cost Estimator	\$10,000	1.1	\$11,000	Dharam Consulting
Estimated Expenses	\$1,000	1.1	\$1,100	Team
			\$32,075	

GRANDVIEW NEW POLICE FACILITY
 FEASIBILITY STUDY
 FEE PROPOSAL - ARC
 4/30/2026

ARC ARCHITECTS FEE PROPOSAL

Managing Principal/Project Manager (P)	\$235
Architect Project Manager (PM)	\$150
Staff Designer (SD)	\$136

DESIGN SERVICES	P	PM	SD	remarks
Start				
Coordination / Scheduling	6			
Feasibility Study				
Information Gathering / Code Review	4			
Programming	9			
Site Plan	8			
New Facility Concepts	40			
Final Graphics	10			
Meetings				
Site Vists	8			Assume 1 total
Hours	85	0	0	
Hourly Rate	\$235	\$150	\$136	
Subtotal Fee	\$19,975	\$0	\$0	
				\$19,975

ARC Architects

Hourly Billing Rates Schedule 2026

All rates are reviewed annually each January

CLASSIFICATION	\$/HOUR
Consulting Principal	\$250
Managing Principal/Project Manager	\$235
Senior Project Manager	\$168
Architect /PM	\$150
Architect Designer	\$136
Staff Designer	\$128
Recent Graduate w/ Experience	\$115
Intern	\$100
Administration	\$115

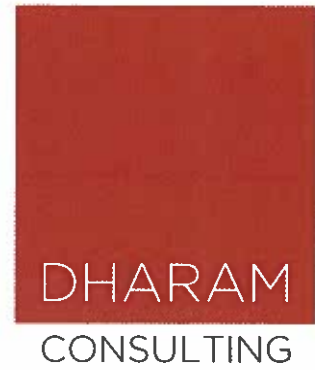
ARC Architects

Standard Reimbursable Expenses

Reimbursable Expenses

Compensation for Reimbursable Expenses incurred by ARC Architects in connection with the Project shall be based on amounts invoiced to ARC Architects, plus ten percent (10%). The following list is not intended to be all inclusive but rather a list of the most common reimbursable expenses:

1. Fees paid for securing approval of authorities having jurisdiction over the Project
2. Reproductions and scanning services
3. Color & color plotting, small and large format
5. Couriers, postage and handling of documents
6. Parking, mileage and transportation expenses associated with the Project
7. Models, materials board, mock-ups and special samples requested by the Owner
9. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.



April 29th, 2026

Jeff Wandasiewicz
ARC Architects
119 S Main St, #200
Seattle
WA 98104

Grandview Police Facility
Cost Consulting Services, 8584-SEA-GOV-26-ARC-GRANDV

Dear Jeff:

Thank you for inviting us to submit a proposal to provide cost consulting services on this project. We understand the project comprises the detailing of cost for the design and construction for an approximate 20,000 SF Grandview Police Facility. Dharam will provide construction cost and include recommendations of soft costs.

Steve Kelly will be the Director-in-Charge. He will be supported by Associate, Andrew Jonsson, who will attend key client and design team meetings when required. Our in-house architectural, structural and MEP specialists will provide cost support.

Total Not to Exceed Fee Proposed for this Project is \$10,000 (Ten Thousand Dollars and Zero Cents).

Comprehensive project cost estimating at the following design phases:

Estimate Phase	Lump Sum Fee
Concept Design Cost Plan	\$10,000
Total	\$10,000

Services included in this fee:

- Provide Cost Estimates for Concept design.
- Present cost information in Unifomat II.
- Review draft cost information with ARC team to account for scope clarification and to properly allocate scope.
- Attend client meetings, including presentation to stakeholders.

Hourly rates

As requested, the following is a list of our standard hourly rates for participants in this project:

Resource	Standard Rate 2025 \$/Hr.
Director	\$360
Senior Associate	\$260
Associate, Architectural and Structural	\$240
Associate, Mechanical, Electrical and Plumbing	\$240
Senior Consultant, Architectural and Structural	\$175
Senior Consultant Mechanical, Electrical and Plumbing	\$175
Consultant, Architectural and Structural	\$145
Consultant, Mechanical, Electrical and Plumbing	\$145
Graduate	\$100
Intern	\$50

Travel expenses that are incurred within a 100-mile radius of our Seattle office are included in our fee. Other expenses will be billed as cost.

Any other services required will be billed at our standard charge out rates.

Payment Terms

We will arrange a payment schedule with you that allows us to invoice you periodically as we complete the work. Our payment terms are 30 days net. Payments not received within the first 30 days will incur a monthly finance charge equal to 2.5% of the balance of all outstanding sums.

We very much look forward to the opportunity of working with you on this exciting project. Please do not hesitate to contact us if you require additional information.

Sincerely

A handwritten signature in blue ink that reads "Steve Kelly". The signature is written in a cursive, slightly slanted style.

Steve Kelly
Director Dharam Consulting, LLC