

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, NOVEMBER 27, 2018**



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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A. Resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2019 1-11
 - B. Letter of Intent and Petition for Annexation – Brett & Teresa Smith dba Quail Run Manufactured Home Park – 301 & 311 Hickory Road, Grandview, WA 12-17
 - C. Ordinance amending the 2018 annual budget 18-21
 - D. Draft Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services 22-27
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

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

ITEM TITLE

AGENDA NO. New Business 4 (A)

Resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2019

AGENDA DATE: November 27, 2018

DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

City Clerk

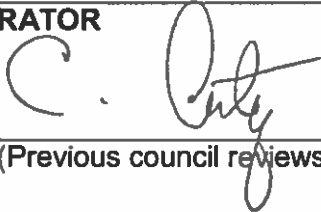
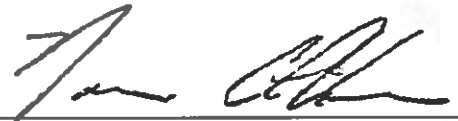
DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR

MAYOR

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

RCW 35.23.352(7) provides that bids are required to secure the services of the official newspaper.

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

Bids to serve as the Official City Newspaper for the year 2019 were opened on November 21, 2018. The City received three (3) bids from the Grandview Herald, Daily Sun News and Yakima Herald-Republic. The bids were as follows:

<u>Newspaper</u>	<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Grandview Herald	Legal Notices	\$5.25
Daily Sun News	Legal Notices	\$7.75
Yakima Herald-Republic	Legal Notices	\$7.75

ACTION PROPOSED

Move a resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2019 to a regular Council meeting for consideration.



**CITY OF GRANDVIEW
CALL FOR BIDS FOR OFFICIAL NEWSPAPER**

NOTICE IS HEREBY GIVEN that the City of Grandview, Washington, will receive sealed bids at the office of the City Clerk, 207 West Second Street, Grandview, WA 98930, until **11:00 a.m., Wednesday, November 21, 2018**, from qualified legal newspapers to serve as the OFFICIAL NEWSPAPER of the City of Grandview for the year **2019**, at which time they will be opened and read aloud.

Bids must comply with the "Specifications for Sealed Bids for Official Newspaper" and be submitted in envelopes marked "Official Newspaper Bid". Bid packets are available from the City Clerk at the above address, PH: (509) 882-9208.

The City of Grandview reserves the right to accept or reject any or all bids, and to waive minor irregularities in the bidding process.

CITY OF GRANDVIEW
Anita G. Palacios, MMC
City Clerk

Publish: Grandview Herald – November 7, 2018

CITY OF GRANDVIEW
SPECIFICATIONS FOR SEALED BIDS
FOR OFFICIAL NEWSPAPER

The City of Grandview is soliciting sealed bids from qualified legal newspapers to serve as the OFFICIAL NEWSPAPER of the City of Grandview for the year 2019. These specifications are prepared for qualified bidders.

General Information

The City of Grandview is a municipal corporation of the State of Washington, situated in Yakima County. The population of the City of Grandview is approximately 11,010. Grandview is organized as an Optional Municipal Code City pursuant to Title 35A RCW, with a Mayor-Council form of government.

General Needs of Publication

The City of Grandview publishes official documents and notices, including but not limited to: Notices of Public Hearing for City Council, Planning Commission, Civil Service Commission and administrative reviews for land use actions; publications of ordinances and/or ordinance summaries; advertising and requests for bids and proposals; and land use environmental review notices.

Qualifications of Bidders

Qualified bidders must meet the requirements set forth for legal newspapers in Chapter 65.16 RCW. Qualified newspapers must be approved as a legal newspaper by order of the Yakima County Superior Court, must currently be a legal newspaper, and must have been so qualified for at least six (6) months prior to the date of this solicitation. The newspaper must be published regularly, at least once per week, in the English language. The newspaper must be of general circulation in the City of Grandview, and must be compiled in whole or in part in an office maintained at the place of publication. The newspaper must contain news of general interest as contrasted with news of interest primarily to an organization, group or class. The rate charged to the City of Grandview shall not exceed the national advertising rate extended by the newspaper to all general advertisers and advertising agencies in its published rate card.

By signing and submitting the Bid Documents in this packet, the bidder certifies that it meets the above qualifications. Qualifications are subject to confirmation by the City of Grandview.

**INSTRUCTIONS TO BIDDERS
OFFICIAL NEWSPAPER**

Submission of Bids

Sealed bids must be addressed or delivered to:

City Clerk
City of Grandview
207 West Second Street
Grandview, WA 98930

Closing Date

Bids will be received until **11:00 a.m., Wednesday, November 21, 2018.**

Bid Opening

Bids will be opened and publicly read aloud in the Council Chambers, City Hall, 207 West Second Street, Grandview, Washington, at 11:00 a.m., **Wednesday, November 21, 2018**, at which time interested parties may be present to witness the bid opening.

Acceptability of Bids

Bids must be submitted on the City of Grandview bid form and placed in a sealed envelope. The words "Official Newspaper Bid" must be clearly marked on the front of the envelope.

The bid form must contain the bidder's business address and must be signed by a duly authorized official.

The bidder is fully responsible for obtaining all information for the preparation of this bid.

Bids that are unsigned, incomplete, illegible, unbalanced, obscure or with any other irregularities may be rejected. The City of Grandview reserves the right to accept or reject any or all bids, and to waive minor irregularities and informalities in the bidding process, at the City's discretion.

The bid shall be valid for thirty (30) calendar days following the bid opening date.

The successful bidder will be asked to enter into a contract to provide legal publications and publication services for the City of Grandview beginning **January 1, 2019 through December 31, 2019**. State law requires bidding for the Official Newspaper of the City of Grandview on an annual basis.

The City of Grandview is an Equal Opportunity Employer.

Further Information

Contact Anita Palacios, City Clerk, 207 West Second Street, Grandview, Washington, 98930 or PH: (509) 882-9208.

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: The Grandview Herald

Number of days per week newspaper is published: one days per week.

Size of column inch: 2" Number of characters in column inch: 256

Total circulation: 1,000 Total circulation for 98930 zip code: 1,000

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Legal Notice	\$5.25
Display Advertising	\$8.05

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder's Name: Valley Publishing Company

Address (Office of Publication): 308 Division St. Grandview, WA 98930

Mailing Address: same as above

Telephone Number: (509)882-3712 Fax Number: (509)882-2833

Signature of Authorized Official: Victoria Walker

Print Name: Victoria Walker Title of Official: General Manager

1. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

None

2. If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder?

8:30 a.m. Tuesday prior to Wednesday publication.

3. Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview:

The Grandview Herald honors the long standing history with the City of Grandview and it's residents. The Herald works hard to cover local news, focusing on all the positive aspects of our hometown and surrounding areas. The Herald looks forward to continuing to serve our city govenment and our community.

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and -will provide the service as specified herein as follows:

Name of Newspaper: Daily Sun News

Number of days per week newspaper is published: (1) day per week. Commencing December 5 will publish once weekly on Wednesday.

Size of column inch: 1.583

Number of characters in column inch: Approx. 189 (31 per line)

Total circulation: 3,000

Total circulation for 98930 zip code: 420

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Legal Notices	\$ 7.75 per col. Inch
Display Advertising	\$10.00 per col. Inch
Preprint Insertion Rates	\$ 62.00 per thousand

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder's Name: **Daily Sun News**

Address (Office of Publication): 600 S. Sixth Street, Sunnyside, WA 98944


Mailing Address: P.O. Box 878, Sunnyside, WA 98944

Telephone Number: (509) 837-4500

Fax Number: (509) 837-6397

Signature of Authorized Official: _____

Print Name: _____



Andrew J. McNaab

Title of Official: Publisher

1. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

There are no other charges, fee or taxes.

In the event direct taxation is imposed on advertising, such tax is to be paid by the advertiser unless otherwise specified by law.

2. If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder?

ALL LEGAL NOTICES ARE DUE BY 10 A.M. ON MONDAY.

More is appreciated when possible. When special situation come up, and are communicated, our staff will make every effort to accommodate the city.

3. Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview:

The Daily Sun is always willing to work with city staff when special situation come up. In the past, we have been able to accommodate a legal notice with just a couple of hours' notice. Though we cannot guarantee this level of service all the time, it is a service we have provided to help the city of Grandview meet certain legal deadlines. We are always willing to work with the city when special needs arise. We also post all legal notices on the Washington Newspaper Publisher's Association's statewide database and website at no cost to the city. To access the legal advertising go to <https://www.wapublicnotices.com>. Legal notices are also posted to the Daily Sun News' webpage www.dailysunnews.com and mobile platform.

Although not required under the Revised Code of Washington, we can also provide 100 percent household penetration of legal advertising with our Daily Sun Shopper at a nominal pick-up price. The shopper is a total-market product delivered to every home in the city not receiving the newspaper.

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: Yakima Herald-Republic

Number of days per week newspaper is published: 7 days per week.

Size of column inch: 1.58" Number of characters in column inch: approximately 27

Total circulation: 21,165 (daily), 23,904 (Sunday) Total circulation for 98930 zip code: 539 (daily), 591 (Sunday)

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
legal notices	\$7.75 for first publication \$7.29 for subsequent publications of same notice

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder's Name: Yakima Herald-Republic

Address (Office of Publication): 114 North 4th Street, Yakima, Washington 98901

Mailing Address: P.O. Box 9668, Yakima, Washington 98909

Telephone Number: (509) 248-1251 Fax Number: (509) 577-7766

Signature of Authorized Official: *Simon Sizer*

Print Name: Simon Sizer Title of Official: legal clerk

1. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

No, the quoted rate covers the cost of publication, as well as the issuance of the affidavit of publication.

2. If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder?

Our submission deadline for legal notices is two business days in advance of your first desired publication date.

3. Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview:

As the paper of record for Yakima County, the Herald-Republic attracts a broad audience for legal notices, including bid requests.

In addition to publication in the Herald-Republic, we archive all legal notices through the Washington Newspaper Publishers Association website dedicated to them, at wapublicnotices.com.

RESOLUTION NO. 2018-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID AND AUTHORIZING THE GRANDVIEW HERALD AS THE
OFFICIAL CITY NEWSPAPER FOR THE YEAR 2019**

WHEREAS, RCW 35.23.352(7) requires that bids be called annually for the publication in a newspaper of general circulation in the city of all notices or newspaper publications required by law and that the contract be awarded to the lowest responsible bidder; and,

WHEREAS, the City has solicited bids from qualified legal newspapers to serve as the official newspaper of the City of Grandview for the year 2019; and,

WHEREAS, the City received three (3) bids in response to such solicitation from the Grandview Herald, Daily Sun News and Yakima Herald-Republic; and,

WHEREAS, the City Council finds and determines that the Grandview Herald is the lowest responsible bidder;

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

That the bid submitted by the Grandview Herald to serve as the official newspaper of the City of Grandview for the year 2019, including the rate for legal notices of \$5.25 per column inch, all as set forth in the attached proposal, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

ITEM TITLE:

Letter of Intent and Petition for Annexation & Rezone –
Brett & Teresa Smith dba Quail Run Manufactured
Home Park – 301 & 311 Hickory Road, Grandview, WA

AGENDA NO. New Business 4 (B)

AGENDA DATE: November 27, 2018

DEPARTMENT

Planning

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

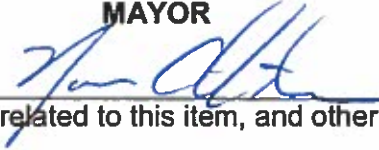
Anita Palacios, City Clerk (Planning)



CITY ADMINISTRATOR



MAYOR



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

N/A

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

The City has received a Letter of Intent and Petition for Annexation and Rezone signed by Brett and Teresa Smith, dba Quail Run Manufactured Home Park, to annex Parcel No. 230927-11428 located at 301 Hickory Road and Parcel No. 230927-11407 located at 311 Hickory Road, Grandview, Washington, to the City of Grandview. The petitioners have elected to request annexation under the 60% petition method of annexation. The 60% petition method requires signatures by owners of not less than 60% of the assessed value of the total property proposed for annexation. The petition does contain sufficient signatures of the assessed value.

The petitioners requested the parcel be annexed with an MR Manufactured Home Park zoning designation as identified on the City's Future Land Use map. The parcel is included in the City's designated Urban Growth Area.

State law requires the City Council to determine: (1) if the City will accept, modify or reject the proposed annexation, (2) whether the City will require the simultaneous adoption of a proposed zoning regulation for the subject property, and (3) whether the City will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

Upon acceptance of the Letter of Intent, the Petition will be presented to the Hearing Examiner to conduct a public hearing.

ACTION PROPOSED

Move acceptance of the proposed annexation submitted by Brett and Teresa Smith dba Quail Run Manufactured Home Park, require the simultaneous adoption of zoning regulations consistent with the Urban Growth Area Future Land Use Designations: M2 Manufactured Home Park for Parcel Nos. 230927-11428 and 239027-11407, and require the assumption of all existing City indebtedness by the properties proposed to be annexed the same as all other property within the City in accordance with past practice to a regular Council meeting for consideration.

LETTER OF INTENTION (60% PETITION METHOD) TO COMMENCE ANNEXATION PROCEEDINGS TO THE CITY OF GRANDVIEW, WASHINGTON

TO: The City Council
City of Grandview
Grandview, Washington

We, the undersigned, owners of property representing not less than 10% of the assessed value of the property for which annexation is sought, described herein below, lying contiguous to the City of Grandview, Washington do hereby notify the City Council of the City of Grandview of our intention to seek annexation to and be made a part of the City of Grandview under the provisions of R.C.W. 35A.14.120, et seq., and any amendments thereto, of the State of Washington.

The territory proposed to be annexed is within Yakima County, Washington, and is legally described as follows: (Attach map outlining the boundaries of the property sought to be annexed).

See Attached

We are requesting City Council consideration of our request and are asking that the above property as MR-MHP zone.

OWNER'S SIGNATURE: [Signature] DATE: 11.15.18
OWNER'S SIGNATURE: [Signature] DATE: 11.15.18
PRINTED NAME: Brett D. & Teresa A. Smith
MAILING ADDRESS: P.O. Box 1050, North Bend, WA
TELEPHONE NO.: (425) 864-9841 98045
PARCEL NO.: 23092711428 & 23092711407
PROPERTY LEGAL DESCRIPTION:
See Attached Map

60% PETITION METHOD FOR ANNEXATION
TO THE CITY OF GRANDVIEW, WASHINGTON

TO: The City Council
City of Grandview
Grandview, Washington

We, the undersigned, being owners of not less than 60% of the assessed value of the property for which annexation is petitioned lying contiguous to the City of Grandview, Washington do hereby petition that such territory be annexed to and made a part of the City of Grandview under the provisions of RCW 35A.14.120 and any amendments thereto, of the State of Washington.

The territory proposed to be annexed is within Yakima County, Washington, and is legally described as follows: (Attach map outlining the boundaries of the property sought to be annexed).

See Attached

WHEREFORE, the undersigned respectively petition the Honorable City Council and ask:

A. That appropriate action be taken to entertain this petition, fixing a date for public hearing, causing notice to be published and posted, specifying the time and place of such hearing and inviting all persons interested to appear and voice approval or disapproval of such annexation; and

B. That following such hearing, and subsequent to approval of the Yakima County Boundary Review Board if such is convened, the City Council determine by Ordinance that such annexation shall be effective; and that property to be annexed shall become part of the City of Grandview, Washington, subject to its laws and ordinances then and after in force.

The Petitioners subscribing hereto agree ". . . that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as property within the City of Grandview for any now outstanding

indebtedness of said City, including assessments or taxes in payment of any bonds issued or debts contracted, prior to or existing at the date of annexation, and that simultaneous adoption of proposed zoning regulations be required" in accordance with the requirements of the City Council of said City, and as quoted herein from the minute entry of the records of said City Council meeting. It is further understood that the zoning of said area proposed for annexation as shown in the Comprehensive Plan as adopted by Resolution No. 95-33 is Residential.

This petition is accompanied and has attached hereto as Exhibit "A" a diagram which outlines the boundaries of the property sought to be annexed.

PRAYER OF PETITION:

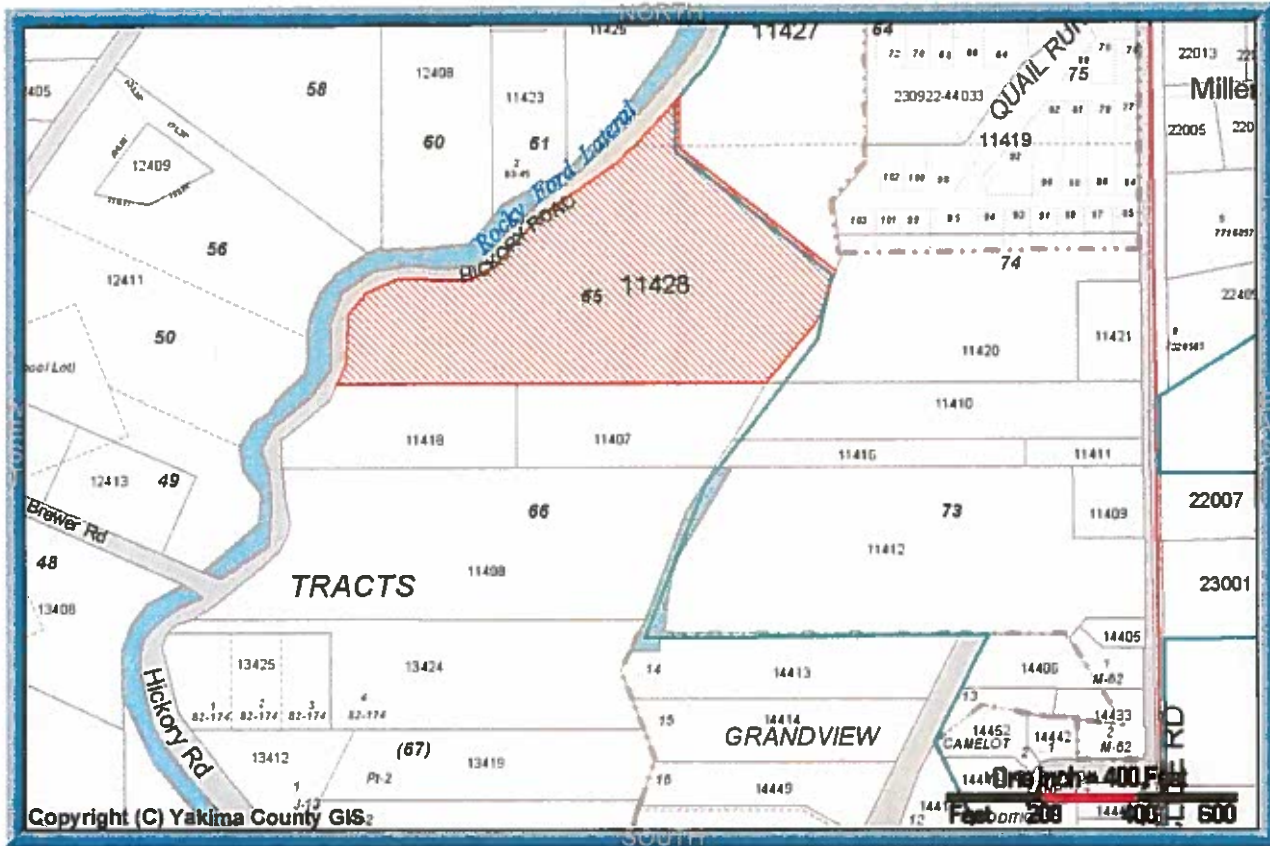
1. Annexation of area described herein and on Exhibit "A";
2. Assumption of indebtedness of the City of Grandview; and
3. Zoning of MR-^{MHP}, consistent with the City of Grandview Comprehensive Plan.

WARNING: Every person who signs this petition with any other than his/her true name, or who knowingly signs a petition when he/she is otherwise not qualified to sign, or who makes any false statements, shall be guilty of a misdemeanor.

OWNER'S SIGNATURE: Brett D. Smith DATE: 11.15.18
OWNER'S SIGNATURE: Teresa A. Smith DATE: 11.15.18
PRINTED NAME: Brett D. & Teresa A. Smith
MAILING ADDRESS: P.O. Box 1050, North Bend, WA 98045
TELEPHONE NO.: (425) 864-9841
PARCEL NO.: 23092711428 & 23092711407
PROPERTY LEGAL DESCRIPTION:
See Attached Map

[Print Map] [Close Map]

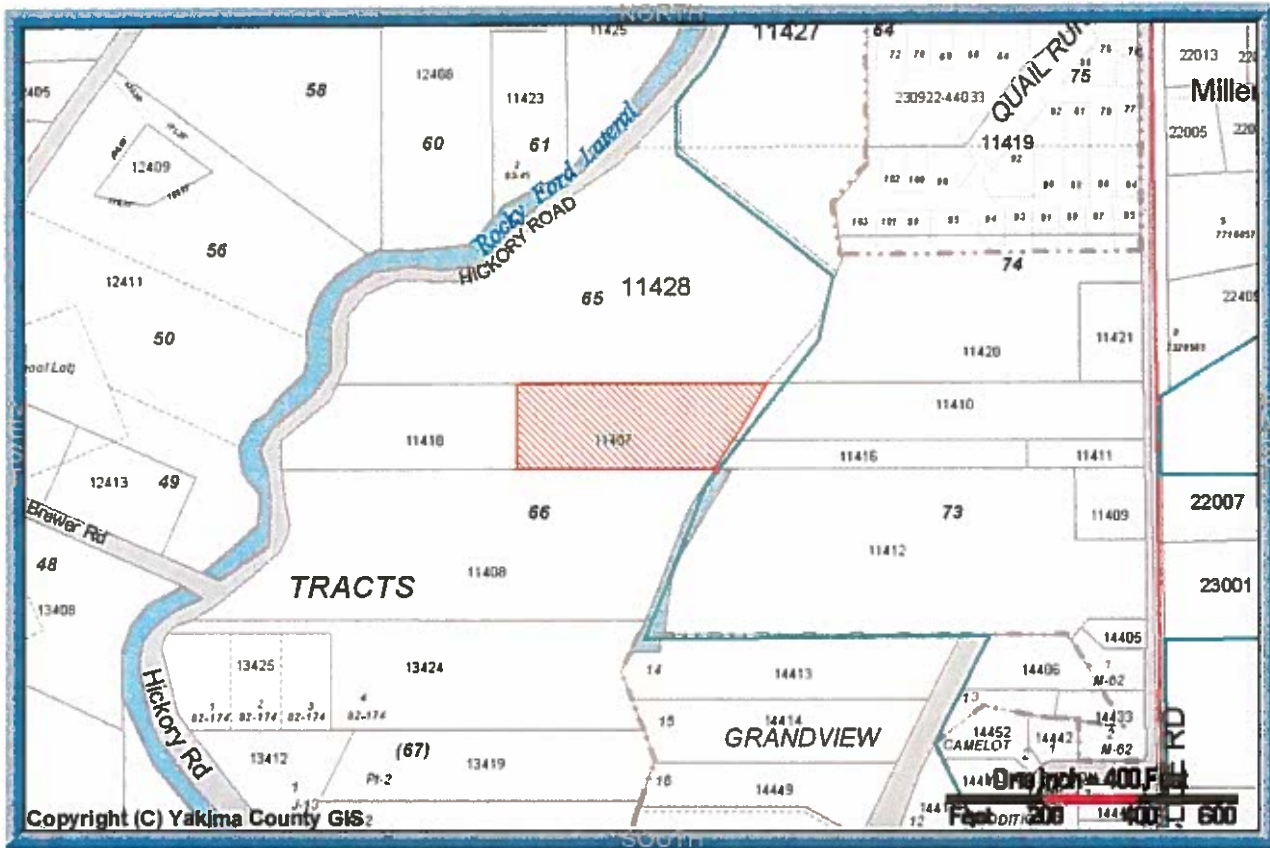
Yakimap.com



PROPERTY PHOTO	PROPERTY INFORMATION	
	Parcel Address: 301 HICKORY RD, GRANDVIEW ,WA 98930	
	Parcel Owner(s): QUAIL RUN MHP LLC	
	Parcel Number: 23092711428	Parcel Size: 7.87 Acre(s)
Property Use: 11 Single Unit		
TAX AND ASSESSMENT INFORMATION		
Tax Code Area (TCA): 441		Tax Year: 2019
Improvement Value: \$73800		Land Value: \$51400
CurrentUse Value: \$0		CurrentUse Improvement: \$0
New Construction: \$0		Total Assessed Value: \$125200
OVERLAY INFORMATION		
Zoning: R-1	Jurisdiction: County	
Urban Growth Area: Grandview	Future Landuse Designation: (Yakima County Plan 2015)	
FEMA:	FIRM Panel Number: 53077C2281D	
FEMA Map		
LOCATION INFORMATION		
+ Latitude: 46° 14' 30.175"	+ Longitude: -119° 55' 12.347"	Range: 23 Township: 09 Section: 27
Narrative Description: Section 27 Township 09 Range 23 Quarter NE: GRANDVIEW ORCHARD TRACTS: TR 65, EX BEG 500 FT S0°06' & 635.58 FT N 89°56'W OF NE COR NE1/4, TH N 89°56'W 398.79 FT, TH S 0°05'06"W51°55'20"E 421.6 FT, TH N 21°07'40"E 31.43 FT, TH N 07°56'W 117 FT, TH N 41°10'E 108.79 FT, TH N 0°12'E 38.59 FT TO POB, ALSO BEG SW COR TR 64 OF SD PLAT, TH S 89°56'E 97.89 FT, TTO W LN SD TR 64, TH SW'LY AL SD W LN TO POB,		
DISCLAIMER		
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION		

[Print Map] [Close Map]

Yakimap.com



PROPERTY PHOTO	PROPERTY INFORMATION	
	Parcel Address: 311 HICKORY RD, GRANDVIEW ,WA 98930	
	Parcel Owner(s): QUAIL RUN MHP LLC	
	Parcel Number: 23092711407	Parcel Size: 1.99 Acre(s)
	Property Use: 91 Undeveloped Land	
TAX AND ASSESSMENT INFORMATION		
Tax Code Area (TCA): 441		Tax Year: 2019
Improvement Value: \$0		Land Value: \$20400
CurrentUse Value: \$0		CurrentUse Improvement: \$0
New Construction: \$0		Total Assessed Value: \$20400
OVERLAY INFORMATION		
Zoning: R-1	Jurisdiction: County	
Urban Growth Area: Grandview	Future Landuse Designation: (Yakima County Plan 2015)	
FEMA:	FIRM Panel Number: 53077C2281D	
FEMA Map		
LOCATION INFORMATION		
+ Latitude: 46° 14' 27.394"	+ Longitude: -119° 55' 11.764"	Range: 23 Township: 09 Section: 27
Narrative Description: GRANDVIEW ORCHARD TRS. E 525 FT OFN 170 FT-MEASURED AL N LI		
DISCLAIMER		
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION		

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

ITEM TITLE	AGENDA NO.: New Business 4 (C)
Ordinance amending the 2018 Annual Budget	AGENDA DATE: November 27, 2018
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
City Treasurer	

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer 

CITY ADMINISTRATOR	MAYOR
	

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

Staff monitoring and review of fund and department budgets has identified a budget account to be amended.

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

By Fund the highlights of the budget changes are:

CURRENT EXPENSE FUND: Increase revenues for Building Permits and Plan Checking Fees. Increase appropriations for Inspections and Permits – Professional Services. Net effect is an increase to estimated ending fund balance.

ACTION PROPOSED

Move Ordinance amending the 2018 Annual Budget to the next regular Council meeting for consideration

Ordinance No. 2018-X

to Sue 12/xx/2018 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
001 000 000 308 80 00 00	Current Expense Fund Beginning Fund Balance	1,417,850		1,417,850	
001 000 000 322 10 00 00	Building Permits		130,000		New Grandview High School
001 000 000 345 83 00 00	Plan Checking Fees		82,000		New Grandview High School
	Revenues/Sources	5,864,435		6,076,435	
	Current Exp. Fund Total	7,282,285	212,000	7,494,285	
001 065 000 558 50 41 00	Professional Services		62,000		Outside agency assistance with plan review
	Expenditures/Uses	6,638,770		6,700,770	
001 099 000 508 80 00 00	Ending Fund Balance	643,515	150,000	793,515	
	Current Exp. Fund Total	7,282,285	212,000	7,494,285	

ORDINANCE NO. 2018-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2018 ANNUAL BUDGET**

WHEREAS, the original 2018 estimated beginning fund balances and revenues do not reflect available budget sources; and

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

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

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

Section 1. That the 2018 annual budget be amended to reflect the changes presented in Exhibit A.

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**PUBLICATION:
EFFECTIVE:**

Exhibit A

Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
--------------------------	---------------------------	----------------------------------	-----------------------	---------------------

Current Expense Fund					
Original 2018 Budget	1,417,850	5,864,435	6,638,770	643,515	7,282,285
Amendment Amount		212,000	62,000	150,000	212,000
Amended Total	1,417,850	6,076,435	6,700,770	793,515	7,494,285

DRAFT

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SUNNYSIDE and THE CITY OF GRANDVIEW for EMERGENCY MEDICAL TRANSPORT SERVICES

THIS INTERLOCAL COOPERATION AGREEMENT entered into this ____ day of ____ 2018, between the City of Sunnyside (“Sunnyside”), a Washington Municipal Corporation, and the City of Grandview (“Grandview”), a Washington Municipal Corporation, as authorized by Chapter 39.34 of the Revised Code of Washington, for the provision of emergency medical transport services.

WHEREAS, Sunnyside provides emergency medical transport services to residents within its municipal boundaries; and

WHEREAS, Grandview has a need for emergency medical transport services within its municipal boundaries; and

WHEREAS, Grandview will contribute financial support to Sunnyside to hire additional staff to provide emergency medical transport services within its municipal boundaries; and

WHEREAS, Sunnyside and Grandview wish to enter into this Interlocal Cooperation Agreement for the provision of emergency medical transport services for calls for service originating from locations within Grandview’s municipal boundaries.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follow:

1. **Purpose.** The purpose of this agreement is to allow Sunnyside to provide ambulance services within the Grandview city limits.
2. **Responsibilities of the City of Sunnyside.** Sunnyside shall provide twenty-four (24) hour per day ambulance service within the City of Grandview. Sunnyside shall make available the necessary emergency medical transport vehicles (ambulances), equipment, and personnel to respond within Grandview to request for emergency medical transport services. Sunnyside shall use all reasonable means to provide for a prompt response with sufficient vehicles, equipment and personnel to respond to requests for emergency medical transport services and other emergency events, as may be necessary.

Sunnyside shall provide Grandview with a quarterly report on the first day of January, April, July and October of each year this agreement remains in effect. Each quarterly report will include the number of calls originating within Grandview, _____.

3. **Responsibilities of the City of Grandview.** Grandview shall pay a monthly fee assessed by Sunnyside, to be used to support the cost of adding additional staff. Sunnyside shall bill Grandview on a monthly basis with statements being sent to Grandview by the 15th of each month. Such statements shall be payable by the 15th of the following month in which they were received.

The City of Grandview shall provide quarters for an ambulance and two ambulance personnel at the City of Grandview Fire Department.

4. **Cost of Service.** Sunnyside shall assess Grandview a fee of _____ for providing the services described in this agreement in 2018. Said fee, and the fee assessed in each subsequent year of this Agreement, shall be paid in twelve monthly installments in accordance with Section 3 of this Agreement.

The parties recognize that the costs of services pursuant to this Agreement may change over time. In the event Sunnyside wants to increase the fee assessed pursuant to this Agreement, Sunnyside shall notify Grandview in writing of its intent to do so, and of the reasons for the fee increase, no later than the first day of September the preceding year. If Grandview objects or for other reasons disagrees with the fee increase proposed by Sunnyside, it shall notify Sunnyside in writing within thirty (30) days after receiving notice from Sunnyside of its intent to increase the fee. The parties shall undertake good faith efforts to resolve any dispute as to an increase or decrease in fees assessed pursuant to this Agreement. In the event the parties are not able to resolve their disagreement, said disagreement shall be resolved by way of binding arbitration to occur no later than the last day of November as set forth in Section 14 of this Agreement, provided that each party shall bear its own costs and the costs and fees of the arbitrator shall be shared equally by the parties. Any fee increase or decrease implemented pursuant to this Agreement shall become effective on the first day of January the subsequent year.

5. **Term.** This Agreement shall commence on the _____ day of _____ 2018 and continue until December 31, 2028. This Agreement shall automatically renew for one additional ten-year terms after the initial term unless terminated by either party.

6. **Independent Contractor.** The parties intend that an independent contractor relationship be created by this Agreement. Nothing herein shall be construed to create an employer-employee or master-servant relationship. All services performed pursuant to this Agreement shall be performed by the City of Sunnyside as an independent contractor.

7. **Indemnification.** Sunnyside shall indemnify, defend, and hold harmless Grandview, its officers, agents and employees, from and against any and all claims, losses or

liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Sunnyside, its officers, agents and employees, in the performance of the Agreement.

Grandview shall indemnify, defend, and hold harmless Sunnyside, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Grandview, its officers, agents and employees, in the performance of the Agreement.

8. **Termination/Modification.** Any Party hereto may terminate this Agreement upon one (1) year notice in writing either personally delivered or mailed postage-prepaid by certified mail.

9. **Termination for Breach.** This Agreement may be terminated by either Party for cause, provided that in the event of a breach, the non-breaching party shall give written notice to the breaching party stating specifically the provision of the Agreement alleged to have been breached and the factual basis underlying the alleged breach. Within 30 days after the receipt of the notice, the breaching party shall:

- a. cure said breach; or
- b. contest the alleged breach.

Failure to cure the breach or to contest the alleged breach within 30 days shall be deemed a material breach of this Agreement and shall enable the non-breaching party to unilaterally terminate this Agreement upon written notice of termination via certified mail to the breaching party. Termination shall be effective upon receipt of said notice.

10. **Implementation.** The Chief Executive Officers of Sunnyside and Grandview will be jointly responsible for proper implementation of this Agreement.

11. **Interlocal Cooperation Act Provision.** Each party will use its own vehicles, equipment, inventory and personnel for their respective performances under the terms of this Agreement unless otherwise provided herein, which shall remain the sole property and responsibility of each respective party. All personnel utilized by Sunnyside and Grandview in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the respective entity and shall not be construed as "loan servants" or employees of the other party. No special funds or budgets are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of any real or personal property anticipated. The City of Sunnyside's City Manager shall be designated as the Administrator of this Interlocal Cooperation Agreement.

A copy of this Agreement shall be filed with the Yakima County Auditor or posted upon the website of either of the entities in compliance with RCW 39.34.040.

12. **Anti-Discrimination.** The Parties agree that they shall not discriminate against any worker, employer, or applicant, or any member of the public because of race, creed, color, religion, age, sex, or national origin, or otherwise commit an unfair employment practice.

13. **Notice.** All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested, to the attention of the individual or position identified below. The Parties may, upon mutual agreement, determine to accept notice via email.

City of Sunnyside:
Don Day, City Manager, or successor
City of Sunnyside
818 East Edison Avenue
Sunnyside WA 98944
E-Mail: dday@sunnyside-wa.gov

City of Grandview
Cus Arteaga, City Administrator, or successor
City of Grandview
207 West Second Street
Grandview WA 98930
E-Mail: carteaga@grandview.wa.us

14. **Applicable Law/Dispute Resolution.** This Agreement is governed, construed and enforced in accordance with the laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Yakima County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

15. **Non-Waiver.** Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision or any other provision in the future.

16. **Entire Agreement/Modification.** This Agreement contains all the terms and conditions agreed to by the Parties. All items incorporated by reference are attached. No other understanding, verbal or otherwise, in regard to the subject matter of this Agreement shall be deemed to exist. Any modification of this Agreement shall be in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the duly authorized officers on the day and year first written above.

CITY OF SUNNYSIDE

CITY OF GRANDVIEW

By: _____
Don Day, City Manager

By: _____
Mayor Norm Childress

ATTEST:

ATTEST:

Jacqueline Renteria, City Clerk

Anita Palacios, City Clerk

APPROVED AS TO FORM

APPROVED AS TO FORM:

Kerr Law Group
Attorneys for the City of Sunnyside

Quinn Plant
Attorney for the City of Grandview

DRAFT

STATE OF WASHINGTON)
 :ss
County of Yakima)

On this day personally appeared before me DON DAY, City Manager for the City of Sunnyside, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____ 2018.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____

STATE OF WASHINGTON)
 :ss
County of Yakima)

On this day personally appeared before me Norm Childress, Mayor for the City of Grandview, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this _____ day of _____ 2018.

Notary Public in and for the State of Washington
Residing at _____
My Commission Expires _____