

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, OCTOBER 22, 2024**



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

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

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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. 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.*
- 4. NEW BUSINESS**
 - A. Drug Dog Presentation 1-2
 - B. 2025 Contract Costs for Municipal Court and Probation Services – Therese Murphy, District Court Administrator 3-19
 - C. Resolution authorizing the Mayor to sign Change Order No. 3 with Interwest Construction, Inc., for the Wine Country Road and Higgins Way Improvements 20-24
 - D. Resolution declaring firearms as surplus and authorizing the sell or trade of said firearms to a federally licensed firearm dealer 25-29
 - E. Ordinance amending the 2024 Annual Budget 30-34
 - F. Resolution authorizing the Mayor to sign a Memorandum of Agreement and Site Access between Ducks Unlimited, Inc., and City of Grandview and Washington State Department of Fish and Wildlife 35-40
 - G. Ordinance levying the 2025 ad valor property taxes and excess levy taxes 41-48
 - H. Ordinance increasing the 2025 property tax levy for the City of Grandview above the “limit factor” up to 101 percent (41-48)
- 5. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 6. MAYOR & COUNCILMEMBER REPORTS**
- 7. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, October 22, 2024 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

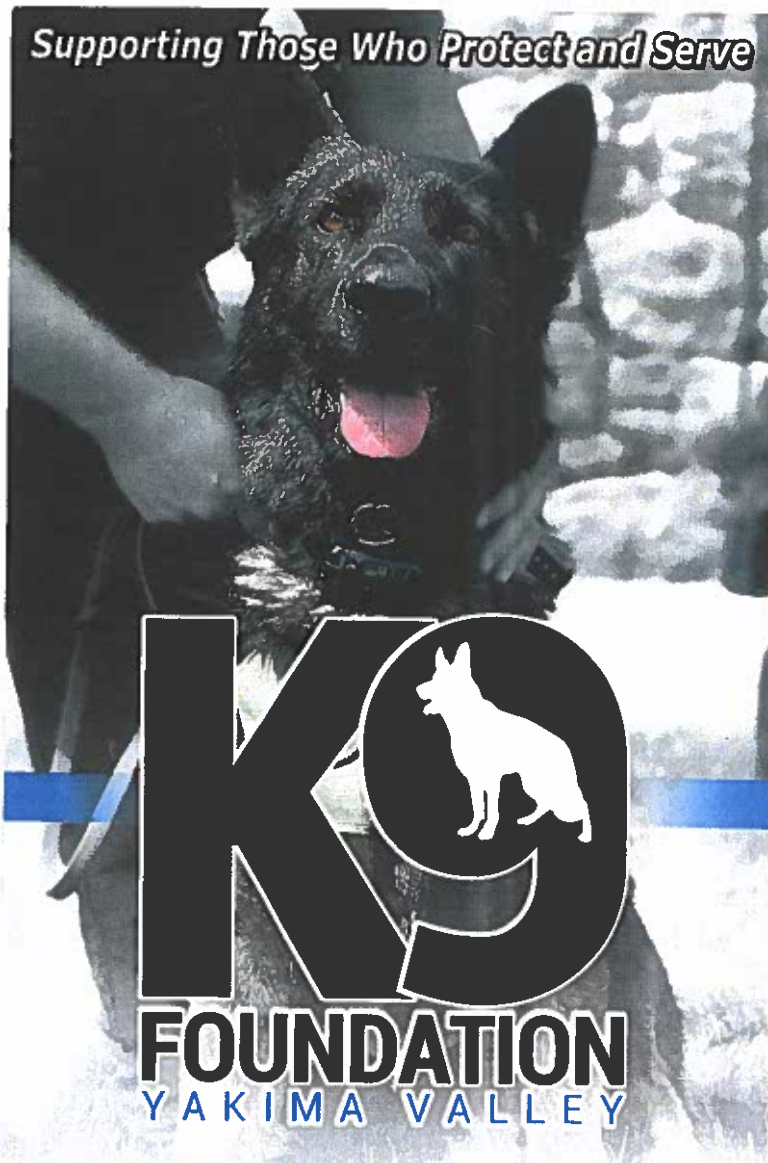
<https://us06web.zoom.us/j/89463956140?pwd=aWVx9uXI373UOv5wJv7t2ptqVrIW4Q.1>

To join via phone: +1 253 215 8782

Meeting ID: 894 6395 6140

Passcode: 727807

Supporting Those Who Protect and Serve



K9 FOUNDATION YAKIMA VALLEY

Who We Are

We are a group of dedicated and like-minded volunteers who share a passion for the safety of our community's citizens by supporting Yakima County's Law Enforcement K9 Programs.

What We Do

We build community awareness and generate additional funding for Yakima County's Law Enforcement K9 Programs through education and solicitation of secure, tax-deductible donations.

We are a 501(c)3 non-profit providing donors with a safe and secure conduit for private donations.



www.K9FoundationYV.org
A 501(c)3 Non-profit



How You Can Help

The law enforcement K9 programs of our communities are primarily funded by private donations.

Our non-profit Foundation provides a secure, tax-deductible conduit for your generous and much-needed donations.

Your Donation

Your donations support our law enforcement K9 teams who protect and serve the Yakima Valley

Corporate Sponsors

If you or your employer is interested in aligning with us, we would love to hear from you.

Join Our Team

We're always looking for volunteers, vendors, and sponsors to support our community events.

Spread the Word

Share our story with your friends and family on social media!

VISIT OUR WEBSITE
K9FoundationYV.org
FOR MULTIPLE WAYS TO DONATE



MISSION STATEMENT

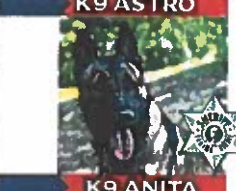
To generate financial support and public awareness for Yakima Valley's law enforcement K9 Programs through fundraising and education.

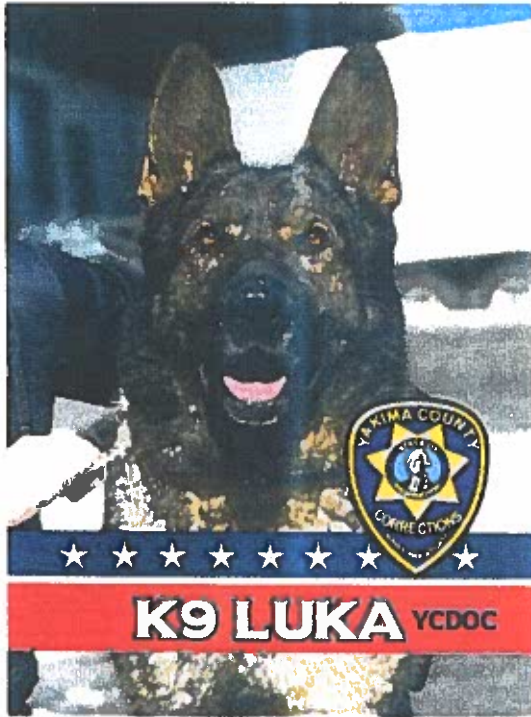
(509) 941-8765

FernH@K9FoundationYV.org

P.O. Box 2463, Yakima WA 98907

Disclaimer: We are not affiliated with any law enforcement agencies.





K9 LUKA

- Breed:** German Shepherd
Coat Color: Sable
Gender: Male
In-Service Date: April, 2024
Handler: DOC Officer David Zanotelli
Training: Narcotics Detection
(Donated by the WA State DOC K9 Program)
- Favorite Toy:** His Tennis Ball!
Fun Fact: When entering a room, K9 Luka likes to prance like a horse!
Safety: As with all working dogs, please ask for permission before petting K9 Luka.



To pledge your support visit
www.K9FoundationYV.org
f t i v
P.O. Box 2463, Yakima, WA 98907

Anita Palacios

From: Therese Murphy <therese.murphy@co.yakima.wa.us>
Sent: Thursday, September 26, 2024 9:29 AM
To: Anita Palacios
Cc: Juanita Sifuentes
Subject: RE: 2025 Contract Costs for Municipal Court and Probation Services
Attachments: Contract Neg Lt Grandview.pdf; 2025 Probation Services Agreement -Grandview docx.docx

CAUTION: External Email

Good Morning Anita:

The contract with the City of Yakima will be signed for probation services which is good news for all the other cities. With that said, here is the costs for probation services for 2025:

2025

Daily Average Cases -Active 7295	
2021 Daily Average Cases	25
2022 Daily Average Cases	76
2023 Daily Average Cases	79
2024 Daily Average Cases(Projection based on cases thru August)	74
Total Average	255
% of Total Average Cases	3.49%
2025 Budget	\$1,623,242.00
City of Grandview	\$56,653.06
Revenue Collection:	
2021	\$42,998.92
2022	\$32,744.11
2023	\$35,873.60
2024 (Projection based on rev thru August)	\$26,147.90
4 Year Average Revenue Collection	\$34,441.13
2025 Total Cost to the City of Grandview	\$22,211.93

I know the amount is going up quite a bit from previous years. I hope you recall the letter that we sent last year addressing the funding issue in probation. I have attached it for your reference.

As you can see from the new formula there are three big pieces to the calculation:

- Daily Average Case Count
- Probation Budget
- Probation Fee Collection

The intent of this new costing model is to appropriate to each entity the cost associated with the work being performed by probation services. We calculate the “work being performed” as a percentage of cases attributed to the contracting entity. For 2025 we are anticipating that the Grandview cases will represent 3.49% of the overall work in probation. Based on the 2025 adjusted budget that translates into a cost of \$56,653.06. The cost is offset by the expected revenue which we anticipate will be \$34,441.13. For these calculations we are using a 4-year average which is how we bill for municipal court services. Historically, a four-year average has resulted in close estimations of cost and revenue.

Daily Average Case Counts:

Warrants: Historically, we have had a practice of monitoring probation cases that are on warrant status. And we included the daily average warrant count in with the daily average case count. After further examination and consideration of available resources, we have decided to stop that practice. Now when a case goes on warrant status it will be incumbent on the court to advise if probation supervision is to resume. As a result, we are no longer include warrants in the daily average case count.

Grant Funds:

- **Mental Health Sales Tax Funds:** Behavioral Health Supervision Unit (BHSU) is a new unit consisting of probation counselors, community resource specialists along with a partnership with Comprehensive Healthcare to provide intensive supervision services to clients ordered to supervision that have a requirement of obtaining a mental health evaluation and treatment and/or are dual diagnosis. This could be extended to substance abuse as well at some point. Because this is a fully funded program the clients assigned to this unit from Grandview Municipal Court would not be included in the daily average case count. Also, they would not be charged a probation supervision fee. We started building this unit this year, goal is to start accepting clients in December of 2024. It will take time to see any measurable impact on your daily average case count.
- **DUI Supervision Team:** This is brand new with a grant from the Washington Traffic Safety Commission. We just signed the agreement this month. Like the BHSU, clients supervised by this team would no be part of your daily average

case count and because the unit is entirely grant funded for 3 years, the clients would not be charged a supervision fee. I do not anticipate having this unit operational until 2nd quarter 2025.

- **DUI Court:** This program has been in place for 11 years. I am certain that Grandview Municipal has had a few DUI Court clients. No cases assigned to DUI Court are included in the daily average case count.

Probation Budget:

As you can see above the adjust budget for Probation Services is \$1,623,242.00 in 2025. It is adjusted, because where I have secured funds to help with expenses, I removed them from the budget. The two items we continue to receive is funds for half of a PO position who is dedicated to the Mental Health Court and funds to offset our costs of UA's.

Probation Fee Collection:

Probation fee collection is widely unpredictable which is why we have changed the costing model. For the past few months, we have seen a steady decline in revenue collection so much so, that we had to go to the BOCC to secure \$100,000 to ensure that we can meet expenses through the end of the year. There is statutory authority and case law that seriously calls into question the courts ability to assess probation fees to support operational costs of probation. This is an issue we will likely need to address in 2025. In the interim we will continue to assess and collect probation fees and we will look for other funding sources that will help offset or cover costs of probation services.

Finally, I am sure you will notice in the agreement that there is a new provision involving the county holding quarterly meetings to discuss probation services. Probation fee collection will likely be a regular topic, but we will also discuss new initiatives, significant operational changes and/or improvements, caseload data etc. I know we provide court services for you, but I certainly would like the City of Grandview to participate in these meetings, so you know what is happening. Let me know who I should invite. First meeting would be March/April of 2025.

Because we are going to a new costing model, we will need to execute a new agreement. I have attached a proposed new agreement. Regarding paragraph 11, Insurance, I used the information we had in our old agreement. I would just want to confirm that that is still accurate. The liability limits are the same. I am happy to answer any questions you may have or participate in any meetings that may be necessary.

Thank you,

Therese Murphy

District Court Administrator
128 N. 2nd Street Room 225
Yakima, Wa. 98901
509-574-1874

From: Therese Murphy
Sent: Friday, September 13, 2024 3:21 PM
To: Anita Palacios <anitap@grandview.wa.us>
Cc: Juanita Sifuentes <Juanita.Sifuentes@co.yakima.wa.us>
Subject: 2025 Contract Costs for Municipal Court and Probation Services

Hi Anita:

Unfortunately, I don't have the probation costs just yet. We are still waiting on the City of Yakima. Worse case scenario, I will give you a best-case scenario number for probation as if the City of Yakima is still contracting with us next week. I'd like to tell you I have a timeframe as to when I will know about the City of Yakima, but I don't at this point. I am hopeful I will have some new information for you next week.

I do however have the cost for Municipal Court services for 2025.

MUNICIPAL CONTRACT FIGURES FOR 2025

Year	Yakima District	GV Muni
2021	19,103	1,456
2022	16,104	765
2023	20,946	899
2024	26,222	1,157
Totals	82,375	4,277

Total District Court Filings	82,375
Total Grandview Muni Filings	4,277
Total Combined Filings	86,652
Grandview Muni Percentage	4.94%

2025 DC Budget	\$3,661,970
2025 3/10ths DC Budget	\$1,030,287
Total Budget	\$4,692,257

**Grandview Muni Cost for
2025**

\$231,610

Please let me know if you have any questions.

Thank you,

Therese Murphy

District Court Administrator
128 N. 2nd Street Room 225
Yakima, Wa. 98901
509-574-1874



Yakima County District Court
128 North Second Street, Room 225
Yakima, WA 98901
Phone: (509) 574-1804
Fax: (509) 574-1801

Judges
Donald W. Engel
Brian K. Sanderson
Alfred G. Schweppe
Gary H. Hintze
Court Commissioner
Kevin Eilmes

July 17, 2023

Anita Palacios
City Clerk
City of Grandview
207 W. Second Street
Grandview, Wa. 98930

RE: Probation Services Contract

Dear Mrs. Palacios:

Yakima County Probation Services entered into an agreement with the City of Grandview in January 2018. Since our original negotiations, the agreement has renewed one time on January 1, 2022 and is set to expire on December 31, 2025. The terms of the current agreement are as they existed when we first negotiated. The agreement contains a clause that allows for a review of the cost assessed if it is determined that it is not adequate to cover the costs associated with supervision. At this time, we wish to invoke the review clause and discuss the budgetary constraints that we continue to have in Probation Services.

Originally our negotiations were focused on addressing the continual financial shortfall that Probation experienced. At that time, it was estimated that charging the City, and all the other cities who use Probation for supervision, a flat cost per case referred would address the need to overcome the continual deficit.

While the allocation of funds from the City of Grandview, and other cities, have been helpful to meet the budgetary needs of Probation Services we continue to experience significant unpredictability in our revenue stream such that we have had to supplement Probation's budget from other District Court funds. Probation's budget is funded on the fees we collect from probation clients. Some pay their probation fees and some do not. We do not have an ability to reliably predict when or if payment will be received. To add to the complexity, as you might expect, the cost to operate Probation Services has increased.

Because our revenue is not sufficient to cover expenses, as has often been the case, we move expenses (i.e. parts of positions) into District Court. For 2023 if all expenses were in Probation Services, it is estimated that it would be a total cost of \$1,677,044.¹ As of May 2023, we have projected the revenue to be \$1,526,899. This includes funds we receive from the cities, the Mental Health Sales Tax, and the one-time infusion of funds from the Board of County

¹ Projected 2023 expense as of May is \$1,458,741. This figure reflects the transfer of Probation positions from their budget to District Court in 2022 into 2023. In April of 2023 all positions except for a fraction of the court administrator salary and .5 of an FTE attached to DUI Court is in Probation Services.

Commissioners ² and does not include the reserve fund. ³ As you can see, if we had not made the modifications to the budget in 2022 into 2023, and had not successfully secured additional funds from the BOCC we would have depleted our reserve which at the beginning of 2023 was \$179,701.

To assess the financial impact in Probation the following is a calculation of cost applicable to the City of Grandview based on the actual percentage of City of Grandview Cases supervised by Probation.

Below are the average daily cases (warrant and active) supervised by Probation Services by court for 2021, 2022 and a projection for 2023.

	Avg. 2021	% of Cases By Court		Avg. 2022	% of Cases By Court		Avg. 2023	% of Cases By Court
YKM	972	43.69%	YKM	1080	46.51%	YKM	1155	48.46%
YDC	952	42.79%	YDC	822	35.40%	YDC	740	31.03%
UGM	75	3.37%	UGM	102	4.39%	UGM	99	4.16%
MAM	1	0.04%	MAM	0	0.00%	MAM	0	0.00%
SEM	28	1.26%	SEM	48	2.07%	SEM	50	2.10%
SUM	65	2.92%	SUM	75	3.23%	SUM	123	5.16%
WAM	11	0.49%	WAM	14	0.60%	WAM	13	0.57%
YSC	56	2.52%	YSC	42	1.81%	YSC	38	1.61%
ZIM	5	0.22%	ZIM	7	0.30%	ZIM	8	0.33%
GAM	1	0.04%	GAM	2	0.09%	GAM	5	0.20%
GRM	45	2.02%	GRM	98	4.22%	GRM	106	4.45%
TOP	9	0.40%	TOP	32	1.38%	TOP	46	1.95%
MXP	5	0.22%	MXP	0	0.00%	MXP	0	0.00%
TID	0	0.00%	TID	0	0.00%	TID	0	0.00%
Total	2225	100.00%	Total	2322	100.00%	Total	2383	100.00%

The true budget⁴ for Probation Services which reflects the actual cost to operate the department is as follows:

2021: 1,542,760
 2022: 1,591,963
 2023: 1,677,044

² City Revenue = \$94,780, MH Sales Tax - \$47,441, BOCC = \$170,364, Reserve Fund as of 12.31.2022 = \$179,701. It is our intent to carry a minimum of a 2 months of average expense in reserve in Probation which amounts to approximately \$250,000.

³ Reserve Fund (ending fund balance) as of 12.31.2022 was \$179,701. It is our intent to carry a minimum of a 2 months of average expense in reserve in Probation which amounts to approximately \$250,000. We not able to maintain that amount of reserve.

⁴ "True Budget" refers to the budget that reflects all expenses attributable to the operation of Probation Services. Not the mitigated budget, which involves the splitting of positions into other District Court funds to meet the budgetary needs of probation.

The actual cost of managing the City of Grandview probationers for 2021, 2022 and the expected cost for 2023 is as follows:

	Total Actual Cost	% of City Cases	City of Grandview Cost
2021	1,542,760	2.02%	\$31,163.75
2022	1,591,963	4.22%	\$67,180.84
2023	1,677,044	4.45%	\$74,628.46

Revenue collected from City of Grandview probationers in 2021, 2022 and expected in 2023 is as follows:

	Revenue from Probationers	Revenue from City Contract	Total Revenue
2021	\$42,998.92	\$4,480.00	\$47,478.92
2022	\$32,744.11	\$3,920.00	\$36,664.11
2023	\$40,663.42	\$4,620.00	\$45,283.42

Revenue to cost comparison:

	Total Revenue	Total Cost	Difference
2021	\$47,478.92	\$31,163.75	\$16,315.17
2022	\$36,664.11	\$67,180.84	(\$30,516.73)
2023	\$45,283.42	\$74,628.46	(\$29,345.04)

As you can see, the budget deficit is significant. We are aware of the budget challenge this could cause the City of Grandview. However, we need the City of Grandview to pay more for the supervision services provided by Probation. We have enjoyed our working relationship with the City and hope to continue. We recognize the value that our partnership has to the citizens of our community. At its core, Probation Services is a necessary and important component to our community's criminal justice response. We look forward to hearing from you.

Sincerely,

Alfred G. Schweppe
District Court Judge, Presiding

Enclosures.

Cc: Kyle Curtis, Yakima County Commissioner
Gary Hintze, District Court Judge
Donald Engel, District Court Judge
Brian Sanderson, District Court Judge
Don Loen, Administrative Supervisor – Probation Services
Therese Murphy, District Court Administrator

**Yakima County District Court
Probation Services Interlocal Agreement
City of Grandview**

THIS PROBATION SERVICES INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the City of Grandview (“City”), a Washington State municipal corporation and its Municipal Court (“Municipal Court”); and the County of Yakima (“County”) a Washington State political subdivision and its District Court (“District Court”) under the authority and in conformance with RCW 39.34, the Interlocal Cooperation Act.

WHEREAS, The purpose of this Agreement is to set forth the terms and conditions upon which the parties agree to continue Probation Services and to enumerate other related provisions that contribute to their mutual benefit.

WHEREAS, This Agreement is established pursuant to RCW 39.34.180(6). Additionally, ARLJ 11 provides that the “... Method of providing these services (referring to probation supervision) shall be established by the presiding judge for the local court to meet the specific needs of the court.” Each court shall continue to have exclusive original jurisdiction of all criminal law violations committed within the jurisdiction of that court as authorized by statute or ordinance.

NOW, THEREFORE, in consideration of mutual promises and conditions contained herein, the parties hereto mutually agree as follows:

- 1. DURATION**: This Agreement shall be effective from January 1, 2025, and shall remain in effect until midnight on December 31, 2029. This Agreement shall automatically renew annually after the initial four-year term expiring on December 31, 2029, subject to the **TERMINATION** clause herein.

- 2. COMPENSATION**: No later than September 1 of each year the County shall provide the City with the anticipated cost for supervision services for the upcoming year. The County will bill the City quarterly. The determination of cost to the City will consist of a caseload calculation, expense calculation and revenue calculation.

A. Caseload Calculation:

The caseload calculation consists of the 4-year daily average number of cases referred to the County for supervision divided into the total number of cases supervised by Probation Services over those four years to obtain a caseload percentage.

Case count adjustments will be made for those probationers supervised by the Behavioral Health Supervision Unit (BHSU) which is fully funded by the Mental Health Sales Tax. Probationers who are court ordered by the City to be supervised by Probation Services, and who are screened by the County and determined to be appropriate for BHSU will not be included in the daily average cases. Additionally, should Probation Services build out additional programs that are fully funded by other sources, the cases assigned to these programs would not be included in the daily average cases.

For the 2025 budget and all future cost determinations, the caseload calculation is as follows:

For 2024 the daily average case count is projected through the end of year using data through July of 2024. For the 2026 budget calculation which would be prepared in September of 2025, we would “true up” the 2024 daily average case count with the actual daily average case count. Based on four years of daily case count data, the total daily case count for active cases is 255. The total department daily case count for the same four years is 7295. The City’s caseload represents 3.49% of the department caseload (255/7295).

2025

Daily Average Cases - 7295	
2021 Daily Average Cases	25
2022 Daily Average Cases	76
2023 Daily Average Cases	79
2024 Daily Average Cases(Projection based on cases thru August)	74
Total Average	255
% of Total Average Cases	3.49%

B. Expense Calculation:

Each year the County develops an expense budget for Probation Services that is reflective of all operating costs. To calculate the City’s portion of the expense budget, we use the total projected operating expense for the incoming year, multiplied by the caseload calculation percentage. For 2025 the projected expense budget is detailed below and totals \$1,685,242.00.

If there are dedicated grants or other revenue sources that are received by Probation Services, those would be deducted proportionately from the total expense budget. For 2025, we expect to receive \$52,061 in revenue from Mental Health Sales Tax

funds that supports a Probation Officer participating on the Mental Health Court team. And we expect to receive \$10,000 in Alcohol Excise Tax funds to offset the costs related to drug screens. The total expense budget would be reduced by \$62,061 and an adjusted expense budget of \$1,623,242.00. I would note that none of the expenses related to the BHSU is included in the expense budget.

Expenditures		
Spend Category	Description	2025 Actual Expenses
1001	Salaries & Wages	1,321,921.00
1002	Salaries--Overtime	3,500.00
2002	Benefits	
Total Salary and Benefits		1,325,421
3106	Operating Supplies	500.00
3101	Office Supplies	10,000
3104	Print Items	2,500
3135	Water for Customers	1,500
3501	Big Electronica Equipment & Office Phones	1,500
3590	Small & Attractive	2,000
3107	Training Supplies	2,000
Total Supplies		17,500
4111	Interpreter Services	500
4101	Contracts Consulted	1,000
4118	Audit Costs	1,000
4125	Indirect Costs Internal	21,346
4182	Drug Screening	10,000
4184	Messenger Service	750
4191	Purchasing Services Internal	1,051
4192	Technology Services Internal	137,851
4199	Dept. of Security Internal	42,998
4202	Postage	2,500
4301	Travel Employee	2,500
4401	Advertising Newspapers	500
4504	Interfund Facility	58,433
4690	Insurance-Interfund	25,453
4911	Training Tuton	15,000
4902	Dues	1,500
4110	Software Agreements	15,000
4890	Repair and Maintenance	5,000
OTHER SERVICES & CHARGES		342,382
101 Probation Expenditures		1,685,303
Less Grant Funds:		
BOCC - Alcohol Excise Tax Drug Screenshot		(10,000)
Mental Health Court - Mental Health Sales Tax		(52,061)
		1,623,242.00

C. Revenue Calculation:

Like the 4-year daily average case calculation, we use a 4-year average of revenue to set an expected amount for the year in which we are budgeting. The 2024 amount is a projection that we would “true up” for the projected 2026 budget. For 2025, we anticipate receiving \$34,441.13 in revenue from City probationers.

Revenue Collection:	
2021	\$42,998.92
2022	\$32,744.11
2023	\$35,873.60
2024 (Projection based on rev thru August)	\$26,147.90
4 Year Average Revenue Collection	\$34,441.13

The final step in the budget calculation is to subtract the revenue calculation from the expense calculation.

2025

Daily Average Cases – 7295	
2021 Daily Average Cases	25
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2023 Daily Average Cases	79
2024 Daily Average Cases(Projection based on cases thru August)	74
Total Average	255
% of Total Average Cases	3.49%
2025 Budget	\$1,623,242.00
City of Grandview Cost	\$56,653.06
Revenue Collection:	
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2023	\$35,873.60
2024 (Projection based on rev thru August)	\$26,147.90
4 Year Average Revenue Collection	\$34,441.13
2025 Total Cost to the City of Grandview	\$22,211.93

For 2025, the cost to the City for supervision services is \$22,211.93

If the projected average revenue based on the 4-year average formula exceeds expense, there will be no billing for the year in which we are budgeting. At the end of the year the County will conduct a reconciliation of the actual revenue collected and the actual daily average case count. From the reconciliation if it is determined that there is a deficit owed to the County because the revenue did not meet expense, the County will bill the City for the amount

owed. If it is determined that the revenue exceeded expenses, then the County will apply the credit to the next budget year.

2. REVIEW: If the City determines during the time of this Agreement that they will no longer assess probation fees, the parties agree that the projected cost related to supervision services can be reviewed mid-agreement.

3. ADMINISTRATION: The County shall supervise the conditions of sentence imposed by the Municipal Court pursuant to the probation department's established practices and procedures. Nothing herein changes the authority of the City or probation department to determine its own practices and to follow its own procedures.

The County will coordinate a quarterly meeting with the cities who contract for supervision services to review areas of interest to the parties. (i.e caseload size, new initiatives or procedures, current case review, best practices related to community supervision etc.).

4. SUPERVISION SERVICES: The parties agree that the most effective way to continue consolidated Probation Services to reduce costs and provide better services is for District Court to continue providing probation supervision services to all individuals subject to probation supervision by order of the Municipal Court.

- a. The City shall continue to refer applicable probationers to Probation Services. However, nothing herein shall preclude the Municipal Court from conducting bench reviews in lieu of active probation on cases it deems appropriate.
- b. The County shall provide all necessary personnel, equipment, and facilities to perform the supervision services in the manner required by law and court rule. The County shall provide the City with notice of any changes that may impact the staffing and service levels applicable to City probationers.
- c. The County will supervise City probationers consistent with the judgment and sentence or other supervision order. This will include the collection of probation fees, if ordered, as the law allows.

5. NO THIRD-PARTY RIGHTS. This Agreement is entered into for the sole benefit of the District Court and the Municipal Court. It shall confer no benefits or rights, direct or indirect, on any third persons or entities. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

6. IMPLEMENTATION. The Presiding Judge of the Municipal Court and the Presiding Judge of the District Court shall be jointly responsible for implementation and proper administration of this Agreement.

7. INDEPENDENT CONTRACTOR. The District Court and the County understand and expressly agree that the County, the District Court and its employees, officials, and agents are not City or Municipal Court employees and shall make no claim of City or Municipal Court employment nor shall claim against the City or the Municipal Court any employment benefits, social security, and/or retirement benefits.

8. COMPLIANCE WITH LAW. All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including Administrative Rule for Courts of Limited Jurisdiction (ARLJ) 11 regarding Misdemeanant Probation Departments.

9. LIABILITY.

- a. The City agrees to hold harmless, indemnify, and defend the County, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act or omission of the City, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- b. The County agrees to hold harmless, indemnify, and defend the City, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act and/or omission of the County, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- c. In the event that both the County and the City are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each part shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.
- d. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- e. Notwithstanding any provision to the Agreement, the terms of this section shall survive any expiration or termination of this Agreement.

10. TERMINATION. Termination of this Agreement by either party may be accomplished upon one year's written notice of the intent to terminate to the other party. At the termination of the Agreement, all pending probation cases, together with all relevant and necessary case files and records associated therewith, shall be transferred to the City.

11. INSURANCE. The County is insured by the Washington Counties Risk Pool. The City is a member in the Washington Cities Insurance Authority (WCIA), a self-insured municipal insurance pool.

- a. At all times during provision of the supervision services by Probation Services for Municipal Court probationers, Yakima County shall secure and maintain in effect insurance to protect the City from and against all claims, damages, losses, and expenses arising out of or resulting from the negligent performance or non-performance of this Agreement by Yakima County officials or employees. Yakima County shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.
- b. **Commercial General Liability Insurance.** Before this Agreement is fully executed by the parties, the County shall provide the City with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate (per project). The policy shall include employer's liability (Washington Stop Gap). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement.
- c. **Professional Liability Coverage.** Before this Agreement is fully executed by the parties, the County shall provide the City with a certificate of insurance as proof of professional liability coverage with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this Agreement.

12. INTEGRATION, SUPERSESSON AND MODIFICATION. This Agreement sets forth all of the terms, conditions and agreements of the parties relative to the subject matter hereof and

supersedes any and all prior negotiations, discussions, agreements and understandings between the parties as to the subject matter hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduce to writing and executed by the parties.

13. SEPARATE LEGAL OR ADMINISTRATIVE AGENCY. No separate legal or administrative agency is created by this Agreement.

14. SEVERABILITY.

- a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the provision held to be invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

15. NON-WAIVER. The waiver by the County or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.

16. NOTICES. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO CITY/MUNICIPAL COURT: Shane Fisher, City Administrator
City of Grandview
207 W. 2nd Street
Grandview, Wa. 98930

TO COUNTY/DISTRICT COURT: Alfred G. Schweppe, Presiding Judge
Yakima County District Court
128 N. 2nd Street Room 225
Yakima, Wa. 98901

Or to such addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid or hand delivered.

Such notices shall be deemed effective when mailed or hand delivered to the addresses specified above.

17. SURVIVAL. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. BINDING AUTHORITY. As presiding judges of the heretofore mentioned courts, the parties signing hereto have the power and authority to execute this agreement for consolidation of Probation Services and to bind the City of Grandview and the Yakima County District Court in performance thereof.

CITY OF GRANDVIEW

YAKIMA COUNTY

By: _____
Mayor Ashley Lara

By: _____
Alfred G. Schweppe, Presiding Judge

Date: _____

Date: _____

Attest:

Approved as to Form:

City Clerk

Deputy Prosecuting Attorney,
WSBA # _____

Approved as to form:

Date: _____

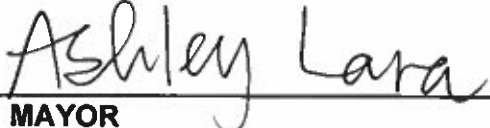
City Attorney

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

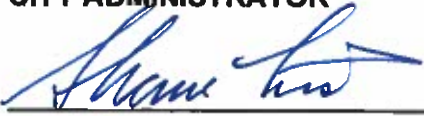
ITEM TITLE Resolution authorizing the Mayor to sign Change Order No. 3 with Interwest Construction, Inc., for the Wine Country Road and Higgins Way Improvements	AGENDA NO.: New Business 4 (C) AGENDA DATE: October 22, 2024
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Hector Mejia, Public Works Director


MAYOR

CITY ADMINISTRATOR



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

Bids for the Wine Country Road and Higgins Way Improvements were opened on December 13, 2023. A total of six (6) bids were received with Interwest Construction, Inc., of Burlington, Washington, submitting the low bid in the amount of \$1,232,321.92.

On January 9, 2024, City Council accepted the bid from Interwest Construction, Inc., and authorized the Mayor to sign all contract documents with Interwest Construction to construct the Wine Country Road and Higgins Way Improvements.

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.

Change Order No. 3 with Interwest Construction is to extend the water main along Bethany Road for future water main looping and connection. The financial impact for this change order is \$157,509.92.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign Change Order No. 3 with Interwest Construction, Inc., for the Wine Country Road and Higgins Way Improvements to the October 22, 2024 regular Council meeting for consideration.

RESOLUTION NO. 2024-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 3 WITH
INTERWEST CONSTRUCTION, INC., FOR THE WINE COUNTRY ROAD
AND HIGGINS WAY IMPROVEMENTS**

WHEREAS, the City of Grandview has contracted with Interwest Construction, Inc., as the contractor for the Wine Country Road and Higgins Way Improvements; and,

WHEREAS, the City wishes to extend the water main along Bethany Road for future water main looping and connection; and,

WHEREAS, the financial impact to the City for this change order is \$157,509.92;

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

The Mayor is hereby authorized to sign Change Order No. 3 with Interwest Construction, Inc., for the Wine Country Road and Higgins Way Improvements in the amount of \$157,509.92 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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHANGE ORDER NO. 3



DATE: October 15, 2024
 PROJECT OWNER: CITY OF GRANDVIEW
 PROJECT NAME: WINE COUNTRY ROAD AND HIGGINS WAY IMPROVEMENTS
 HLA PROJECT NO.: 23121C
 CONTRACTOR: INTERWEST CONSTRUCTION INC

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$	1,232,321.92
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$	1,801,135.47
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$	157,509.92
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$	1,958,645.39

Original Contract Completion Date:	75 working days
Current Contract Completion Date Adjusted by Non-Working Days and/or Previous Change Order(s):	105 working days
Change in Contract Working Days due to this Change Order:	+7 working days
Revised Contract Completion Date:	112 working days

CONTRACTOR: Roy W Swihart 
Digitally signed by Roy W Swihart
 DN: cn=Roy W Swihart, o=Interwest Construction Inc., ou=General
 Date: 2024.10.16 14:11:07-00'

Date: 10/16/2024

ENGINEER:  
Digitally signed by Stephen S. Hazzard, PE
 DN: c=US, e=shazzard@hlcivil.com, o="HLA
 Engineering and Land Surveying, Inc.", cn="Stephen
 S. Hazzard, PE"
 Date: 2024.10.16 14:11:10-0700'

Date: _____

OWNER: _____

Date: _____



CHANGE ORDER NO. 3



DATE: October 15, 2024
 PROJECT OWNER: CITY OF GRANDVIEW
 PROJECT NAME: WINE COUNTRY ROAD AND HIGGINS WAY IMPROVEMENTS
 HLA PROJECT NO.: 23121C
 CONTRACTOR: INTERWEST CONSTRUCTION INC

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 3					
79	Mobilization	LS	1	\$ 20,126.12	\$ 20,126.12
80	Project Temporary Traffic Control	LS	1	\$ 7,980.75	\$ 7,980.75
81	Shoring or Extra Excavation	LF	765	\$ 2.93	\$ 2,241.45
82	C900 PVC Pipe for Water Main 12 In. Diam.	LF	750	\$ 110.18	\$ 82,635.00
83	D.I. Pipe for Water Main 6 In. Diam.	LF	15	\$ 123.00	\$ 1,845.00
84	Butterfly Valve 12 In.	EA	1	\$ 4,670.00	\$ 4,670.00
85	Hydrant Assembly	EA	3	\$ 8,781.40	\$ 26,344.20
CHANGE ORDER NO. 3 SUBTOTAL					\$ 145,842.52
8.0% SALES TAX					\$ 11,667.40
CHANGE ORDER NO. 3 TOTAL					\$ 157,509.92



CHANGE ORDER NO. 3



DATE: October 15, 2024
PROJECT OWNER: CITY OF GRANDVIEW
PROJECT NAME: WINE COUNTRY ROAD AND HIGGINS WAY IMPROVEMENTS
HLA PROJECT NO.: 23121C
CONTRACTOR: INTERWEST CONSTRUCTION INC

CHANGE ORDER DESCRIPTION / JUSTIFICATION:

This Change Order is being executed to extend the water main along Bethany Road for future water main looping and connection. Costs associated with the Change Order were negotiated by the City and Contractor and found to be reasonable and necessary for completion of the project.

Below is a list of assumptions and important notes:

1. Groundwater is not assumed to be an issue in this area and is not shown in the given plan set, ICI will consider this a change for renegotiation/design direction if water is encountered.
 2. Any utilities shown or not shown that conflict with shoring or install will be charged force account from the encounter until resolution of uninhibited work.
 3. Assumes the roadway to remain closed throughout the completion of this work including testing.
 4. Roadway closure to utilize Class B signs on stands.
 5. If not specifically identified in the plans, it is not included in this price.
 6. Testing requirements and time to test is not chargeable working days.
 7. Assumes Native backfill other than pipe zone bedding and road grade. If native fails to meet subject to pricing change.
 8. Assumes manhole boxes and shoring boxes with tab data. No specialty shoring or engineering included.
 9. Assuming work begins in October 2024 and paving window will be extended.
-

CHANGE ORDER SPECIFICATIONS AND PAYMENT:

Project Temporary Traffic Control and Mobilization shall include payment for traffic control and mobilization only associated with this Change Order.

No new specifications needed for the proposed change order. Please see contract and previous change order specifications.

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

ITEM TITLE

Resolution declaring firearms as surplus and authorizing the sale or trade of said firearms to a federally licensed firearm dealer

AGENDA NO.: New Business 4 (D)

AGENDA DATE:

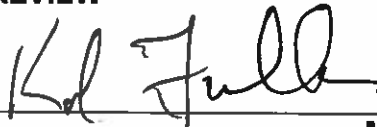
DEPARTMENT

Police Department

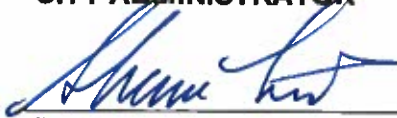
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

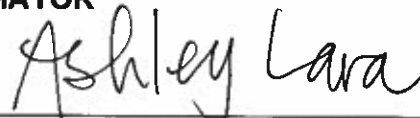
Kal Fuller, Police Chief



CITY ADMINISTRATOR



MAYOR



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

Periodically, Grandview Police Department sells or trades firearms it has collected that are no longer of any evidentiary value in cases.

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.

There are currently 38 firearms in Grandview Police Department possession that may be disposed of. The firearms will be advertised as available for purchase by legally licensed Federal Firearms Licensed dealers. Dealers will bid on the firearms in groups. Dealers may also offer to trade the value of the firearms for any ammunition or firearm accessories that the Police Department may need.

ACTION PROPOSED

Move a resolution declaring firearms as surplus and authorizing the sale or trade of said firearms to a federally licensed firearm dealer to the October 22, 2024 regular Council meeting for consideration.

RESOLUTION NO. 2024-____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
DECLARING FIREARMS AS SURPLUS AND AUTHORIZING
THE SALE OR TRADE OF SAID FIREARMS TO A FEDERALLY LICENSED
FIREARM DEALER**

WHEREAS, the Police Department has firearms it has collected that are no longer of any evidentiary value in cases; and,

WHEREAS, Washington State law allows for the sale or trade of surplus firearms to federally licensed firearm dealer;

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

The list of firearms attached hereto and incorporated herein by reference is hereby declared as surplus and said firearms shall be sold and/or traded to a federally licensed firearm dealer as provided by law.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000
FAX (509) 882-1232



KAL FULLER
Chief of Police

MEMORANDUM AUTHORIZING AUCTION/TRADE

SUBJECT: Grandview Police Department Evidence/Property Auction/Trade Authorization

This document is to authorize the auction or trade of the listed items of property below that are in the Grandview Police Department Evidence Room. The items have been adjudicated and/or disposed of in a court of law and no longer have any evidentiary value. All listed firearms have been run through ACCESS, any identified or known owner has been provided with written notice sent via USPS certified mail, and all persons have been given at least 60 days to claim their property in accordance with RCW 63.32.010.

<u>Case#</u>	<u>Tag#</u>	<u>Evi#</u>	<u>Make</u>	<u>Model</u>	<u>Caliber</u>	<u>S/N</u>	<u>[Type]</u>
LOT 1							
11V4446	11-0375		Ruger	10/22	.22	244-29541	[Rifle]
11V4446	11-0375		Crosman	Storm XT	.177	N08X01352	[Rifle]
12V0488	12-0027		Marlin	Model 60	.22	MM69226G	[Rifle]
12V0488	12-0028		Ruger	10/22	.22	356-66070	[Rifle]
13V3935	13-0311		Marlin	336W	.30-30	97018625	[Rifle]
17V4879		18-0113	Ruger	Impact	.22	830001	[Rifle]
19V1082		19-0063	Crosman	CFRNP17	.177	318X16362	[Rifle]
20V5749		20-0507	Knight	Black Pwdr	.50	S012565	[Rifle]
11V----	11-0293		Marlin	336W	.30-30	96036237	[Rifle]
17V0804	17-0062		Savage	93R17	17mm	1130539	[Rifle]
15V3281	15-0137		H&R	1871 Pardner	12ga	NZ589446	[Rifle]
LOT 2							
10V0902	10-0064		Ruger	Security6	.357	153-89510	[Rev]
13V0376	13-0002		Taurus	Rossi	.38	EX43256	[Rev]
13V2473	13-0207		S&W		.38	AVN0060	[Rev]

14V5102	14-0202		S&W	66	.357	64K9250	[Rev]
15V4814	15-0229		S&W	AirLite 317	.22	CCH9213	[Rev]
18V2777		18-0229	Ruger	SP101	.22	570-60084	[Rev]
24V1516 & 12V5283	12-0420	24-0220	Taurus	Brasil	.38	MB76340	[Rev]
LOT 3							
21V2370		21-0225	Ruger	SR1911	.45	672-16458	[Pistol]
10V5917	10-0427		Ruger	LCP	.380	373-06890	[Pistol]
17V1233	17-0060		Ruger	P90DC	.45	661-62791	[Pistol]
17V1829	17-0101		Taurus	PT92F	9mm	TGM04307	[Pistol]
15V4788	15-0213		Taurus	PT908	9mm	TMC00181D	[Pistol]
17V4473	17-0332		APINTL	1911	.45	AP1419242	[Pistol]
20V4776		20-0415	Double Tap		.45	DA16298	[Pistol]
17V3479	17-0257		Glock	23	.40	DGT332	[Pistol]
15V5324	15-0260		Glock	19	9mm	DS954	[Pistol]
LOT 4							
10V1982	10-0136		Beretta	92FS	9mm	BER147423	[Pistol]
11V1965	11-0322		Colt	1911 Ser 80	.38 Super	38SS03508	[Pistol]
12V1599	12-0182		Sig Sauer	P239	.357	SA378583	[Pistol]
13V5077	13-0446		S&W	SW40VE	.40	PBF0561	[Pistol]
15V4671	15-0211		Browning	BDA 380	.380	MM42539	[Pistol]
16V3390			H&K	P30SK	9mm	214-002303	[Pistol]
17V0024	17-0003		Springfield	XD	9mm	MG980593	[Pistol]
17V0804	17-0044		Sig Sauer	P320	9mm	58B118284	[Pistol]
20V1495		20-0126	S&W	Bodyguard	.380	KDJ3073	[Pistol]
24V1516 & 12V0564	12-0020	24-0218	Witness	45ACP	.45	AE76047	[Pistol]
24V1516 & 12V2874	12-0184	24-0219	Kimber	45ACP	.45	K007280	[Pistol]

I attest that the above-described property is authorized for auction or trade and so authorize it.

Signed: _____ Date: _____ Time: _____
Kal Fuller, Chief of Police

I certify that the above property was auctioned as was authorized by Chief Kal Fuller.

Signed: _____ Date: _____ Time: _____
Evidence Custodian

Signed: _____ Date: _____ Time: _____
Witness

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

ITEM TITLE	AGENDA NO.: New Business 4 (E)
Ordinance amending the 2024 Annual Budget	AGENDA DATE: October 22, 2024
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 numerous budget accounts to be amended. An ordinance will be prepared to provide for the amending of the 2024 Annual Budget to accommodate the changes in sources and uses.

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 Commerce Vehicle Pursuit Grant. Increase appropriations for Auditing Services and Vehicle Pursuit Equipment. Net effect is a decrease in estimated ending fund balance.
 - TRANSPORTATION BENEFIT DISTRICT FUND:** Increase appropriations for Professional Services – ADA Transition Plan. Net effect is a decrease in estimated ending fund balance.
 - EQUIPMENT RENTAL FUND:** Increase appropriations for Machinery & Equipment. Net effect is a decrease in estimated ending fund balance.

ACTION PROPOSED

Move Ordinance amending the 2024 Annual Budget to tonight’s regular Council meeting for consideration.

Ordinance No. 2024-X

to Sue 10/xx/2024 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
Current Expense Fund					
001 000 000 308 51 00 00	Beginning Fund Balance - Assigned	10,000		10,000	
001 000 000 308 91 00 00	Beginning Fund Balance - Unassigned	758,735		758,735	
001 000 000 334 04 20 01	Commerce Vehicle Pursuit Grant		22,300	7,085,705	Grant to assist in vehicle pursuits
	Revenues/Sources	7,063,405			
	Current Exp. Fund Total	7,832,140	22,300	7,854,440	
Professional Services-S.A.O.					
001 009 010 514 23 41 00	Professional Services-S.A.O.		20,000		Increased audit costs for two years 2022-2023
001 032 000 594 21 64 11	Vehicle Pursuit Equipment		22,300	7,785,280	Purchased with Department of Commerce grant
	Expenditures/Uses	7,742,980			
001 099 000 508 51 00 00	Ending Fund Balance - Assigned	10,000		10,000	
001 099 000 508 91 00 00	Ending Fund Balance - Unassigned	79,160	(20,000)	59,160	
	Current Exp. Fund Total	7,832,140	22,300	7,854,440	
TBD Fund					
115 000 000 308 31 00 00	Beginning Fund Balance - Restricted	413,460		413,460	
	Revenues/Sources	199,000		199,000	
	TBD Fund Total	612,460	-	612,460	
ADA Transition Plan					
115 000 070 542 30 41 00	Professional Services		25,000	389,750	
	Expenditures/Uses	364,750			
115 000 099 508 31 00 00	Ending Fund Balance - Restricted	247,710	(25,000)	222,710	
	TBD Fund Total	612,460	-	612,460	

Ordinance No. 2024-X

to Sue 10/xx/2024 - mc

Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
Equipment Rental Fund				
510 000 000 308 51 00 00 Beginning Fund Balance - Assigned	1,870,730		1,870,730	
Revenues/Sources	647,500		647,500	
Equipment Rental Fund Total	2,518,230		2,518,230	
Machinery & Equipment		55,000		
Expenditures/Uses	1,167,550		1,222,550	Newer vehicles costs higher than anticipated
510 000 099 508 51 00 00 Ending Fund Balance - Assigned	1,350,680	(55,000)	1,295,680	
Equipment Rental Fund Total	2,518,230		2,518,230	

ORDINANCE NO. 2024-__

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

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

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

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

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

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

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

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

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

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 2024 Budget	768,735	7,063,405	7,742,980	89,160	7,832,140
Amendment Amount		22,300	42,300	(20,000)	22,300
Amended Total	768,735	7,085,705	7,785,280	69,160	7,854,440

TBD Fund

Original 2024 Budget	413,460	199,000	364,750	247,710	612,460
Amendment Amount			25,000	(25,000)	-
Amended Total	413,460	199,000	389,750	222,710	612,460

Equipment Rental Fund

Original 2024 Budget	1,870,730	647,500	1,167,550	1,350,680	2,518,230
Amendment Amount			55,000	(55,000)	-
Amended Total	1,870,730	647,500	1,222,550	1,295,680	2,518,230

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

ITEM TITLE

Resolution authorizing the Mayor to sign a Memorandum of Agreement and Site Access between Ducks Unlimited, Inc., and City of Grandview and Washington State Department of Fish and Wildlife

AGENDA NO.: New Business 4 (F)

AGENDA DATE: October 22, 2024

DEPARTMENT

Wastewater Treatment Plant

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

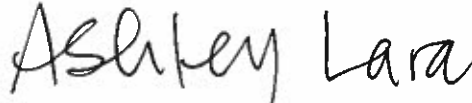
DEPARTMENT DIRECTOR REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR



MAYOR



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

None

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.

Ducks Unlimited, Inc., the City of Grandview and the Washington State Department of Fish and Wildlife desire to enter into a Memorandum of Agreement and Site Access for the purpose of formalizing a partnership to seek a viable solution for delivery of water from the Grandview Wastewater Treatment Facility into and through the Byron Unit of the Washington State Department of Fish and Wildlife's Sunnyside-Snake River Wildlife Area.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Memorandum of Agreement and Site Access between Ducks Unlimited, Inc., and City of Grandview and Washington State Department of Fish and Wildlife to a regular Council meeting for consideration.

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A MEMORANDUM OF AGREEMENT AND
SITE ACCESS BETWEEN DUCKS UNLIMITED, INC., AND CITY OF GRANDVIEW
AND WASHINGTON STATE DEPARTMENT OF FISH AND WILDLIFE**

WHEREAS, Ducks Unlimited, Inc., the City of Grandview and the Washington State Department of Fish and Wildlife desire to enter into a Memorandum of Agreement and Site Access for the purpose of formalizing a partnership to seek a viable solution for delivery of water from the Grandview Wastewater Treatment Facility into and through the Byron Unit of the Washington State Department of Fish and Wildlife's Sunnyside-Snake River Wildlife Area; and

WHEREAS, the parties have agreed upon the terms set forth in the Memorandum of Agreement and Site Access; and

WHEREAS, the City Council of the City of Grandview has determined that approving said Memorandum of Agreement and Site Access is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to sign the Memorandum of Agreement and Site Access between Ducks Unlimited, Inc., the City of Grandview and the Washington State Department of Fish and Wildlife 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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MEMORANDUM OF AGREEMENT and SITE ACCESS

DUCKS UNLIMITED, INC.

and

CITY OF GRANDVIEW

and

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

This Memorandum of Agreement (MOA), made on May 21, 2024 by and between Ducks Unlimited, Inc. (DU), the City of Grandview Public Works (City), and the Washington Department of Fish and Wildlife (WDFW), is entered into for the purpose of formalizing a partnership to seek a viable solution for delivery of water from the Grandview Wastewater Treatment Facility (WWTF) into and through the Byron Unit of the WDFW's Sunnyside-Snake River Wildlife Area. This MOA recognizes the parties' common goals and priorities, the need for coordination between the parties, and the need to seek and aggregate funding to accomplish common goals and priorities. Our partnership focus is on maintaining wetlands on the adjoining City and Byron Unit properties, for the benefit of wildlife, and people. These properties are located in Yakima County, Washington.

DU is a 501(c)(3) non-profit organization that conserves, restores, and manages wetlands and associated habitats for North America's waterfowl.

The City of Grandview Wastewater Treatment Facility manages the treatment of wastewater for the City and Port of Grandview.

The WDFW manages public lands for the benefit of wildlife, habitats, and recreation opportunities for the public.

All parties acknowledge the importance of these wetlands to waterfowl, shorebirds, other birds, reptiles and amphibians, mammals, and to the recreating public for birdwatching and enjoyment of nature.

DU, the City, and WDFW agree to the following to promote cooperation, communication, and success of our continued partnership:

- Investigate solutions for maintaining water from the WWTF to the Byron Unit to maintain or develop additional wetlands and habitats, that support both waterfowl conservation and public enjoyment, with a focus on wetland restoration and enhancement, riparian habitat enhancements, and water quality and quantity.
- Develop funding strategies, coordinate on applications for grants and private funding and, when funded, share grant match if possible.
- Determine which party will serve as lead and enter into separate Consultant or Partner agreements for the stages of the Project that are funded.
- Enhance partnership relations through regular communications and planning.

- Act cooperatively to negotiate or pursue all issues and elements covered by this Agreement.
- Enter into a Site-Specific Access Agreement that allows DU, its contractors, and staff access to the Site for purposes of implementing the Project. The Access Agreement is attached hereto and part of this MOA.

This MOA may be amended, modified or terminated by mutual consent of DU, the City, and WDFW and only through written instruments signed by their duly authorized designees and referencing this MOA by parties and date of final signature.

This MOA shall remain in full force and effect unless terminated according to the provisions above.

Points of Contact for the parties are as follows:

Ducks Unlimited, Inc.
Tina Blewett
Regional Biologist
tblewett@ducks.org
509-828-7257

City of Grandview
Dave Lorenz
Wastewater Treatment Facility
Superintendent
dlorenz@grandview.wa.us
509-830-9215

WA Dept. of Fish and Wildlife
Pat Kaelber
Wildlife Area Manager
Patrick.Kaelber@dfw.wa.gov
509-545-2028

Ducks Unlimited
Vancouver Field Office
11805 NE 99th Street, Suite
1300
Vancouver, WA 98682
(360) 885-2011
www.ducks.org

City of Grandview Public Works
207 W. 2nd St.
Grandview, WA 98930
Ph. 509-882-9211
Fax 509-882-9232
www.grandview.wa.us

Sunnyside Snake River Wildlife Area
2620 N. Commercial Ave.
Pasco, WA 99301

IN WITNESS WHEREOF, the parties hereto have executed this MOA as of the date written below.

DUCKS UNLIMITED, INC.

CITY OF GRANDVIEW

Jeffrey McCreary
Director of Operations

Date

Ashley Lara
Mayor

Date

WASHINGTON DEPARTMENT OF FISH AND WILDLIFE

Cynthia Wilkerson
Lands Division Manager

Date

**SITE SPECIFIC AGREEMENT
ACCESS**

DU Project Name: Byron Wetland Enhancement Project

DU Project Number: US-WA0387100

This Site Specific Agreement (“Agreement”) is effective this 21 day of May 2024 between Ducks Unlimited, Inc. (“DU”) and WDFW, and City of Grandview (“Landowners”).

DU and the Landowners have agreed to work together in support of a wetland restoration project known as the Byron Wetland Enhancement Project (“Project”). *The first phase of the Project will be for planning purposes and will develop the necessary baseline documents for a subsequent habitat construction project, a portion of which will be located on each of the Landowners’ properties (“Site”).* The planning work to be conducted on the Site is funded pursuant to the Duck Stamp Agreement No. 23-24053 (“Grant”) between DU and WDFW.

In consideration of the above and the Terms and Conditions listed below, DU and the Landowners agree to undertake the development of the Project on the Site as follows:

1. DU agrees to provide all reasonable and necessary services to ensure the timely completion of the Project, including: Topographic survey, engineering design, environmental compliance support, and project management services for project elements.
2. The Landowners agrees to grant DU, its contractors, and staff access to the Site for purposes of implementing the planning portion of the Project and release DU and its contractors from all responsibility and liability while conducting a topographic survey of the Site. Visitation to the Site by DU and its contractors will not infringe or conflict with the Landowners’ use or enjoyment of the Site. A WDFW Temporary Use Permit will be required for access to the Wildlife Area site.
3. DU and the Landowners agree to recognize the cooperative nature of this Project. Any oral or written communications related to the Project will acknowledge each party’s contribution to the Project.
4. DU and the Landowners agree to cooperate in recognizing outside contributors that might provide funding that helps underwrite the costs of the Project or who otherwise deserve special recognition.
5. DU and the Landowners agree to freely exchange Project information.
6. DU and the Landowners agree that this Agreement shall become effective upon the date first written above, and will continue for a period of five (5) years for Site

access for DU, their contractors, and staff.

7. DU and the Landowners agree that either party may terminate this Agreement by providing thirty (30) days written notice to the other party if all or any portion of the Site is taken by any governmental agency by means of eminent domain, or pursuant to any compelling reasons of public health, safety, or welfare, or if the Landowner abandons the Site.
8. **Compliance with All Laws:** DU agrees to ensure that all uses of the premises meet the requirements of all applicable laws, rules, regulations, and permitting requirements, including, but not limited to, those for hazardous substances and cultural resources on state lands. If digging, grading, or other soil-disturbing activity is anticipated, DU is required to submit the report of its Cultural Resources review and take other measures as required by the WDFW Archaeologist. If any activity on the premises results in the inadvertent discovery of archaeological or cultural resources, all activity must be stopped and DU will contact the WDFW Lands Agent immediately.
Contact Lands Agent Randy Carbary at (509) 406-0223
randy.carbary@dfw.wa.gov.
9. **Indemnity:** DU agrees to indemnify, defend, and hold harmless WDFW and its officials and employees from and against any and all liabilities, losses, claims, damages, costs, and expenses (including, but not limited to, attorneys' and consultants' fees) for property damage and personal injury arising from any of the acts and omissions of DU, its employees and contractors, and the project's participants at the premises. These obligations will not apply to the sole negligence of WDFW, and, in the event of concurrent negligence, they will be reduced by the proportion of WDFW's concurrent negligence. Neither party will be liable to the other for the acts and omissions of members of the general public.
10. To the extent permitted by law, DU shall protect, indemnify, defend, and hold harmless Landowner from and against any and all claims, costs, expenses and liabilities for any damage, bodily injury, or death incurred by DU or any of its employees, officers, volunteers, agents, contractors, or consultants arising out of or relating to DU's efforts pursuant to this Site Specific Agreement, except to the extent caused by the negligent acts or omissions or intentional acts of Landowner.



BOARD OF YAKIMA COUNTY COMMISSIONERS

Amanda McKinney
District 1

Kyle Curtis
District 2

LaDon Linde
District 3

September 1, 2024

Anita Palacios
City of Grandview
207 W 2nd Street
Grandview WA 98930

Pursuant to legislation RCW 84.52.020, your Certification for the purpose of levying 2025 property taxes is to be filed with the Board of Yakima County Commissioners on or before November 30 or you will receive no funding from this source.

To meet this objective, you need to complete the following:

1. As a result of Referendum 47, in a public hearing or forum you will need to pass the following:
 - **ALL TAXING DISTRICT-**
Will need to pass one resolution for the levy amount up to the full 101% (see sample #1).
 - **TAXING DISTRICTS WITH OVER 10,000 POPULATION -**
Will need to pass a second resolution increasing the property tax levy to the Implicit Price Deflator (IPD) (see sample #2).
2. Complete a Tax Levy Certification form (see sample #3). On November 30, 2024, the Board of Yakima County Commissioners will, by resolution certify the requested tax amounts to be levied upon property for each taxing district, per RCW 84.52.070.
3. Include an estimate of your cash balance at the beginning and end of your budget period, per RCW 84.52.025.

Please return each of the above items to me in the County Commissioners Office and a copy of the resolution(s) or ordinance(s) to the Yakima County Department of Assessment on or before November 15, 2024.

If you have any questions, you may contact me at (509)574-1518 or by e-mail at brenda.garcia@co.yakima.wa.us.

Thank you for your cooperation.

Sincerely,

Brenda Garcia
Accountant III, Yakima County Commissioners

Cc: Jacob Tate, Department of Property Assessment

Sample #1 (for all districts)

Taxing District Name
Resolution/Ordinance #XXX

A RESOLUTION/ORDINANCE levying the 2025 ad valorem property taxes and excess levy taxes.

WHEREAS, the board/council of the taxing district name has met and considered its budget for the calendar year 2025; and

WHEREAS, the board/council, in the course of considering the budget for 2025 has reviews all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, the board/council has determined that it is in the best interest of and necessary to meet the expenses and obligations of taxing district name and a substantial need exists for the property tax revenue to be increased in 2025;

NOW, THEREFORE, BE IT RESOLVED/ORDAINED, the regular levy request in the amount of \$ _____, which is a \$ _____ dollar increase from 2024 levy amount and a _____% increase of that same 2024 levy amount, plus any amount allowed for new construction and increase in state assessed values.

BE IT FURTHER RESOLVED/ORDAINED, excess levy in the amount of \$ _____ for the sole purpose of paying the interest and principal of taxing districts name's general obligation bonds.

RESOLVED/ORDAINED this ____ day of _____ 2024

Signatures

Sample #2(for districts over 10,000 population)

Taxing District Name
Resolution/Ordinance #XXX

A RESOLUTION/ORDINANCE to increase the 2025 property tax levy for the taxing district name above the “limit factor”, up to 101 percent.

WHEREAS, the board/council of the taxing district name has met and considered its budget for the calendar year 2025; and

WHEREAS, the board/council, in the course of considering the budget for 2025 has reviews all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, the board/council has determined that, due to ... the board/council finds there is a substantial need to increase the regular property tax levy rate above the rate of inflation;

NOW, THEREFORE, BE IT RESOLVED/ORDAINED, the limit factor for the regular levy for the calendar year of 2025 shall be 101% of the highest amount of regular property taxes that could have been lawfully levied in this taxing district in any year.

RESOLVED/ORDAINED this ____ day of _____ 2024

Signatures

Sample #3

Tax Levy Request Certification

STATE OF WASHINGTON)
COUNTY OF YAKIMA)

I, _____, Clerk of the City/Town of _____, do hereby certify that the city council of said city and appearing in the minutes of a meeting held on the _____ day of _____, 2024, requesting the board of commissioners of Yakima County to levy taxes as follows:

Regular levy request in the amount of \$ _____, which is a \$ _____ dollar increase from the 2024 levy amount and a _____% increase of that same 2024 levy amount, plus any amount allowed for new construction and increase in state assessed values.

Excess levy in the amount of \$ _____ for the sole purpose of paying the interest and principal of said District's General Obligation Bonds.

At this time, I also certify that the population of said district is approximately _____.

Clerk

Date

District Name Grandview City

Levy Calculations have changed in the last few years. To get to what you may request and how you should word your request we are supplying the below information.

Current Tax Base* **\$1,114,549,354**

**This includes estimated state assessed and personal property amounts.*

Current Levy Max Amount Calculations

2024 Max Lawful \$1,861,695.26

Times 1.01 (if you certify a resolution adopting an increase) = **\$1,880,312.21**

Additional Request Monies For NC = NC amount * last years certified Rate.

\$45,648,045 Times 1.72905081= **\$78,927.79**

To calculate additional funds for annexations you take the above two numbers summed and multiply by what the current rate would be using the above estimated tax base minus the annexation amount.

Multiplied by Rate of: 1.7579 = **\$0.00**

Final Before State Rate Limit: **\$1,959,240.00**

Maximum Levy Request is lesser of above or Maximum Statutory Rate * Tax base.

Maximum State Limit **\$3,761,604.07**

Max Current Request Allowed **\$1,959,240.00**

The Resolutions/Ordinances must reference a % increase over last years levy, and a \$ amount increase over last years levy. You must also certify a total budget request amount. The % increase over last year *does not* include added funds for New construction, State Assessed or Annexations. The budget request must include those as it certifies the total amount you request. You are still limited to the above Maximum Current Request Allowed.

Previous Amount Levied \$1,887,171.70

Funds for New Construction \$78,927.79

Funds for Annexations \$0.00

Starting Point \$1,966,099.49

Plus 1% of Previous Amount (\$ increase) \$18,871.72

Plus 1% of Previous Amount (total) **\$1,984,971.21**

\$ increase over previous year if you take maximum: \$18,871.72

% increase over previous if you take maximum: 1.0000%

If you have any questions please call Jacob Tate at (509) 574-1112.

District Name Grandview City

Current Tax Base* **\$1,114,549,354**

**This includes estimated state assessed and personal property amounts.*

Estimated 2025 Max Lawful	\$1,959,240.00
Estimated 2025 State Maximum	\$3,761,604.07

Requesting the 1% Increase:

Previous Amount Levied	\$1,887,171.70
Allowed Increases	\$78,927.79
1% (Dollar Amount)	\$18,871.72
Resolution Total	\$1,984,971.21

If you have any questions please call Jacob Tate at (509) 574-1112.

ORDINANCE NO. 2024-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
LEVYING THE 2025 AD VALOR PROPERTY TAXES AND EXCESS LEVY TAXES**

WHEREAS, the City Council has met and considered its budget for the calendar year 2025; and

WHEREAS, the City Council, in the course of considering the budget for 2025, has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, the City Council has determined that it is in the best interest of and necessary to meet the expenses and obligations of the City of Grandview and a substantial need exists for the property tax revenue to be increased in 2025;

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

Section 1. The regular levy request in the amount of \$1,985,000, which is a \$90,000 increase from 2024 levy amount and a 1% increase of that same 2024 levy amount, plus any amount allowed for new construction and increase in state assessed values.

Section 2. This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED:
EFFECTIVE:

ORDINANCE NO. 2024-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
INCREASING THE 2025 PROPERTY TAX LEVY FOR THE CITY OF GRANDVIEW
ABOVE THE "LIMIT FACTOR" UP TO 101 PERCENT**

WHEREAS, the Grandview City Council has met and considered its budget for the calendar year 2025; and

WHEREAS, the City Council, in the course of considering the budget for 2025 has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, the City Council has determined that it is in the best interest of and necessary to meet the expenses and obligations of the City of Grandview and there is a substantial need to increase the regular property tax levy rate above the rate of inflation;

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

Section 1. The limit factor for the regular levy for the calendar year of 2025 shall be 101% of the highest amount of regular property taxes that could have been lawfully levied in the City of Grandview in any year.

Section 2. This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED:
EFFECTIVE: