

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, NOVEMBER 12, 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. Resolution authorizing the Mayor to sign an Interlocal Agreement with the Yakima County District Court for Probation Services 1-11
 - B. Resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC 12-25
 - C. Ordinance amending Grandview Municipal Code Section 13.28.140 Imposition of delinquency charge – Shutoff as method of enforcement 26-29
 - D. Ordinance amending the 2024 Annual Budget 30-34
 - E. Resolution approving the final plat of Grapevine Estates – Phase 3 located on North Euclid Road 35-40
 - F. Resolution approving the final plat of Grandridge Estates – Phase 12 located on Grandridge Road 41-45
 - G. Request for Qualifications (RFQ) for two future City events at the Country Park Amphitheater 46-50
 - H. ARPA Update 51
 - I. ICSC Las Vegas Convention Attendance – May 18-20, 2025 52-59
- 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, November 12, 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/8155538071?pwd=SlYyFulMr6QXwXhokmD7CZ4FgKzcgh.1>

To join via phone: +1 253 215 8782


Meeting ID: 815 5553 8071

Passcode: 986812

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

ITEM TITLE: Resolution authorizing the Mayor to sign an Interlocal Agreement with the Yakima County District Court for Probation Services	AGENDA NO. New Business 4 (A) AGENDA DATE: November 12, 2024
DEPARTMENT Municipal Court	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk 

CITY ADMINISTRATOR **MAYOR**
 

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

Grandview Municipal Court contracts with Yakima County District Court for court services. In the past, probation services were included in the court contract. In 2018, Yakima County District Court separated probation services from the court contract. The City entered into a separate four-year agreement with Yakima County District Court for probation services. On November 9, 2021, the Grandview Probation Services Agreement with Yakima County District Court was renewed for January 1, 2022 through December 31, 2025.

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.

District Court Administrator Therese Murphy attended the October 22, 2024 C.O.W. meeting to discuss the cost increase for probation services and the new costing model that appropriates to each entity the cost associated with the work being performed by probation services.

The Probation Services Agreement with Yakima County District Court will expire December 31, 2025. Attached for Council consideration is the new Probation Services Interlocal Agreement between the City and Yakima County District Court effective January 1, 2025 through December 31, 2029.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Interlocal Agreement with the Yakima County District Court for Probation Services to a regular Council meeting for consideration.

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
WITH THE YAKIMA COUNTY DISTRICT COURT FOR PROBATION SERVICES**

WHEREAS, the City of Grandview and Yakima County District Court desire to continue the existing arrangement whereby the County provides probation supervision services for cases/individuals referred to Probation Services by the Grandview Municipal Court; and,

WHEREAS, a Probation Services Agreement has been prepared for the provision of those services effective January 1, 2025 through December 31, 2029,

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

The Mayor is hereby authorized to sign an Interlocal Agreement with the Yakima County District Court for Probation Services, 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

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, ARJ 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 Electronics 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	1000
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
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 Cost	\$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

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

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

By: _____
Shane Fisher, City Administrator

Date: _____

YAKIMA COUNTY

By: _____
Alfred G. Schweppe, Presiding Judge

Date: _____

Approved as to Form:

Deputy Prosecuting Attorney,
WSBA # _____
Date: _____

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

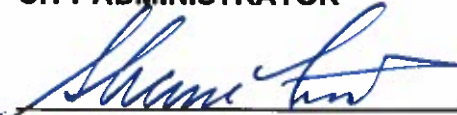
ITEM TITLE Resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC	AGENDA NO. New Business 4 (B) AGENDA DATE: November 12, 2024
DEPARTMENT City Attorney & City Clerk	FUNDING CERTIFICATION (City Treasurer) (If applicable)

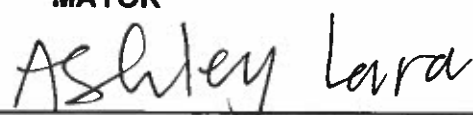
DEPARTMENT HEAD REVIEW

Anita Palacios, City Clerk (Municipal Court) 

CITY ADMINISTRATOR

MAYOR





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

The City contracts with Yakima County District Court for municipal court services. Under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants.

At the September 10, 2024 C.O.W. meeting, City Attorney Plant explained that the City was required to provide an attorney for people prosecuted by the City whom cannot afford an attorney, commonly referred to as "indigent defense." Since 2012, the City has contracted with the law firm of Beck and Phillips, PLLC, for indigent defense services. The contract has contemplated that Beck and Phillips would handle up to 350 cases per year for the City. Since 2021, Beck and Phillips have handled between 250 and 300 cases per year. The compensation provided to Beck and Phillips has increased at roughly 10 percent per year since 2012, from \$69,000 in 2015, to \$107,470 in 2024. The current contract expires at the end of 2024, and negotiations over a successor contract were ongoing.

Recent developments at the state level have consequences for indigent defense services. In March 2024, the Washington Supreme Court published mandatory standards limiting the number of cases attorneys doing criminal defense work may handle in a given year. The standards were complicated, but could be summarized as containing the following limitations:

- Starting 7/2/2025, an attorney may handle no more than **280** misdemeanor cases per year;
- Starting 7/2/2026, an attorney may handle no more than **225** misdemeanor cases per year;
- Starting 7/2/2027, an attorney may handle no more than **120** misdemeanor cases per year.

The main implication of this development was that starting in mid-2026, Beck and Phillips would no longer be able to provide defense services for the City commensurate with the historical number of prosecutions. The City could respond by (1) hiring additional indigent defense counsel, and/or (2) reducing the number of cases it was prosecuting. The standards would also have the effect of increasing the cost of indigent defense services, and would require decisions from City Council. First, the City Council should anticipate that the cost of

providing indigent services would increase and should budget accordingly. Second, City staff would need direction on whether to begin exploring how to reduce the number of cases that were prosecuted by the City. This could include, for example, implementing a pre-trial diversion program. If City Council wished the City to maintain the current level of prosecutions, it may be appropriate to begin searching for additional indigent defense counsel. It has been the experience of staff that it was difficult to locate attorneys willing to do this work.

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.

Staff requested the Law Office of Beck and Phillips, PLLC, submit a proposal for renewal of the Public Defender Agreement, copy attached. They proposed an additional 18 months contract renewal at a cost of \$205,000 commencing January 1, 2025 through June 30, 2026.

The prior contract allocated \$2,000 for interpreters and \$5,000 for investigators. This is now reversed, \$5,000 for interpreters and \$2,000 for investigators, so no net change.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC, to a regular Council meeting for consideration.

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR INDIGENT DEFENSE
SERVICES WITH THE LAW OFFICE OF BECK AND PHILLIPS, PLLC**

WHEREAS, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

WHEREAS, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

WHEREAS, the City has contracted with the Law Office of Beck and Phillips, PLLC for indigent defense services since September 2012; and

WHEREAS, the current contract for indigent defense services with the Law Office of Beck and Phillips, PLLC has been renegotiated for an additional eighteen (18) months commencing January 1, 2025 through June 30, 2026 and

WHEREAS, the new contract for indigent defense services reflects a caseload limit, the reimbursement of costs for investigators and experts, compensation increase, warranty of public defender and quarterly reporting requirements;

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

The Mayor is hereby authorized to enter into a contract with the Law Office of Beck and Phillips, PLLC, for the provision of indigent defense services, 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

**CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this ___ day of _____ 2024, by and between Law Office of Beck and Phillips, PLLC, of Prosser, Washington, hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 723 Sixth Street, Suite 100, Prosser, WA, 99350; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigents and other eligible persons in the Grandview Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court. The specific cases for which the Public Defender will be responsible will vary, but will be allocated by assignment by the Court of cases to the Public Defender. This assignment of cases is expected to equate to approximately 450 cases over the term of this agreement. The Public Defender's duties shall be fulfilled as required by the Court and by the Public Defender's professional obligation to his or her clients, which may extend to court appearances and other duties any day of the week. Such services shall include legal representations at all stages of the proceedings, including, but not limited to, representation at the time of arraignment or other initial court appearance for all indigent in-custody defendants, plea, change of plea, pre-trial motions, pre-trial conferences at court, jury and non-jury trials, post-trial motions, sentencings, probation revocation hearings, all proceedings in connection with deferred prosecutions, and competency hearings, all of which shall be the responsibility of the Public Defender. The Public Defender's duties shall not extend to appeals.

2. **Public Defender Availability.** Public Defender services may be required on all court dockets, and a defense attorney must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to persons who are in custody on such charges.

3. **Duty In Case of Conflict.** In the event that representation of a defendant creates a conflict of interest, such that the assigned Public Defender cannot represent the defendant, the Public Defender shall immediately inform the court so that the case may be transferred to another Public Defender. Public Defender shall not be required to compensate conflict counsel from the proceeds of this Agreement.

4. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel, telephones, law library, routine electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

5. **Investigators.** Public Defenders may retain investigators of the Public Defender's choosing as it deems necessary for the effective defense of indigent defendants. The City shall reimburse Public defender for the actual cost of investigative services. The City shall budget \$2,000 per calendar year for investigative services. If during the course of a year Public Defender determines that additional funds will be required, Public Defender shall notify the City in writing that investigative costs are reasonably anticipated to exceed \$2,000 for the year, and the City shall allocate additional funds for indigent defense services, provided said funds are available.

6. **Experts.** The Public Defender may apply to the court for expert witness services, or for other needs not anticipated in this Agreement, pursuant to the procedure outlined in CrRLJ 3.1(f). The City shall reimburse Public Defender for such costs as are approved and ratified by the court.

7. **Certified Court Interpreter Services.** The City shall budget \$5,000 per calendar year for certified court interpreter services.

8. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

B. Professional Liability Insurance

The Public Defender shall maintain or ensure that its professional employees and/or contractors maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

9. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK - EXHIBIT A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue

burden on the Public Defender's ability to provide the services required under this Agreement.

10. **Term and Renegotiation.** This Agreement shall commence on January 1, 2025 and run for eighteen (18) months, with a final expiration date of on June 30, 2026.

11. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in a total fixed-fee of the following amount, payable in equal monthly installments upon proper voucher for the same: \$205,000.

All payments shall be made to:

Law Office of Beck and Phillips, PLLC
723 Sixth Street, Suite 100
Prosser, WA 99350

12. **Expansion of Court Jurisdiction – Contingency.** In the event jurisdiction of the Grandview Municipal Court is extended to include juvenile misdemeanor offenses, or to cover diversion agreements with Yakima County, it is agreed that the rate of compensation provided in this Agreement shall be subject to renegotiation by the parties.

13. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

14. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

15. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

16. **Successors Bound.** Subject to the provisions of Section 14, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

17. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. An annual report shall be provided by the Public Defender on or before August 1 of each year. The report must include a statement of hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private cases, as the same may be required by RCW 10.101.050, as now exists or may be subsequently amended. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

18. **Warranty of Public Defender.** The Public Defender warrants that he or she had read: (1) the Public Defender Delivery Standards adopted by the City at Chapter 2.77, GMC; (2) the standards for indigent defense published by the Washington Supreme Court; and *Wilbur v. City of Mount Vernon* (W.D. Wash. 2013). In signing this agreement, the Public Defender warrants and promises that: (1) Public Defender will abide by the above-described standards, court rules and case law; (2) that this Agreement provides sufficient resources to meet the obligations of the above-described standards, court rules and case law; and (3) Public Defender will notify the City immediately if Public Defender fails to abide by the above-referenced standards, court rules or case law.

19. **Quarterly Report.** Public Defender shall provide a report to the City on a quarterly basis. The report shall document the number of open cases and whether any such cases are scheduled for trial. The report shall also document the number of cases closed in the quarter and the disposition of each. With respect to each open case, the report shall document: (1) the date Public Defender entered a notice of appearance; (2) the date of first client contact; (3) whether an investigator has been used; (4) whether motions have been filed; (5) whether expert witnesses have been retained; (6) whether a mental health evaluation was requested; and (7) the number of hours expended by Public Defender. The Public Defender shall provide such additional information as requested by the City subject to applicable privileges and ethics rules. The parties agree to meet and discuss the quarterly report at the request of the City. Quarterly reports shall be submitted to the City on the first day of January, April, July and October of each year.

20. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and contractors and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

21. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

22. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

23. **Non-discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

24. **Termination.** Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. In the event the Public Defender provides notice under this section, Public Defender shall provide indigent defense services in accordance with the terms set forth in this Agreement (including compensation) beyond the termination date and until the City obtains replacement indigent defense counsel. The City shall make good faith efforts to secure replacement indigent defense counsel. In the event the City provides notice under this subsection, the parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

25. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually

understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.

26. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Yakima, Washington.

27. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

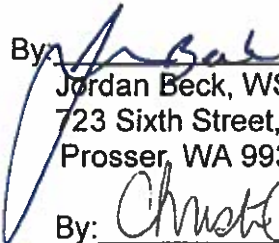
28. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this ____ day of _____, 2024.


CITY OF GRANDVIEW

PUBLIC DEFENDER

By: _____
Mayor Gloria Mendoza
207 West Second Street
Grandview, WA 98930

By:  _____
Jordan Beck, WSBA #44069
723 Sixth Street, Suite 100
Prosser, WA 99350

ATTEST:

By:  _____
Christi Phillips, #44181
723 Sixth Street, Suite 100
Prosser, WA 99350

City Clerk

Dated: _____, 2024

EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES** – The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.
2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.
 - B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files on each assigned defendant.
 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.
 - D. Timely interview defendants in custody anywhere in Yakima County.
 - E. Meet at least weekly with the Assigned Prosecutor to discuss pending matters.
 - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

3. COMPLAINTS

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.

EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.
- Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.
- Describe case procedures and timelines.
- Listen to client's questions and respond to them.
- Enable clients to candidly communicate with counsel.
- Facilitate agreements by realistically evaluating allegations and evidence with clients.
- Promptly communicate all offers of settlement.

Prepare cases well

- Conduct high quality, early case investigation.
- Conduct early case negotiations.
- Use discovery appropriately.
- Prepare for and participate in alternate resolution opportunities that may be available.
- Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.
- Draft well-researched and written motions and other legal memoranda and other documents.
- Competently and aggressively litigate hearings and trials if no agreement is reached.
- Appear at all court hearings with clients.

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- Explain the importance of obtaining court ordered treatment and/or counseling services to clients.
- Develop a thorough knowledge of the resources available.
- Explore with clients ways to effectively participate in court ordered treatment and/or counseling.
- Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.
- In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.

Prevent continuances and delays within attorney's control

- Treat all cases assigned to counsel with the highest priority.
- Avoid over scheduling whenever possible.
- Request continuances only if they are needed for substantive reasons.

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

ITEM TITLE

Ordinance amending Grandview Municipal Code Section 13.28.140 to provide that the City will not disconnect utility accounts where the delinquent sum is less than \$30.00

AGENDA NO. New Business 4 (C)

AGENDA DATE: November 12, 2024

DEPARTMENT

Utility Billing

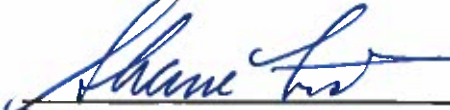
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

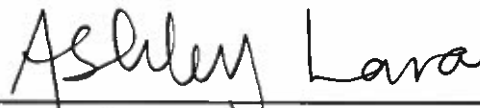
Anita Palacios, City Clerk



CITY ADMINISTRATOR



MAYOR



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

Currently, utility accounts with a \$20.00 past due are not disconnected for nonpayment or issued a doorhanger. The last time the threshold increased was in 2014 from \$15.00 to \$20.00.

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 Utility Billing Clerk is recommending the threshold be increased to \$30.00 for the following reasons:

- Utility bills are increasing and the threshold should also be increased.
- Customers' bills range from \$200 - \$300 that do not have irrigation water, therefore their late fees are \$20 - \$30 per month.
- This past month, a customer was disconnected for having a past due of \$21.66 (late fee). The customer paid their September bill late on October 11th, but did not pay the late fee. When the customer received the doorhanger on October 15th, they ignored it thinking they would not be disconnected for \$21.66. In addition, another customer was disconnected for a late fee of \$22.25.

ACTION PROPOSED

Move an ordinance amending Grandview Municipal Code Section 13.28.140 to provide that the City will not disconnect utility accounts where the delinquent sum is less than \$30.00 to a regular Council meeting for consideration.

ORDINANCE NO. 2024-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.140 TO PROVIDE
THAT THE CITY WILL NOT DISCONNECT UTILITY ACCOUNTS WHERE THE
DELINQUENT SUM IS LESS THAN \$30.00**

WHEREAS, Grandview Municipal Code Section 13.28.140(C) provides that when a delinquent utility account balance is not paid in full by the close of business on the due date stated on a notice of disconnection, the City shall disconnect water services from premises where service is provided; and,

WHEREAS, the City Council has determined that water services should not be disconnected in instances where the delinquent balance of the utility account does not exceed \$30.00;

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

Section 1. Grandview Municipal Code 13.28.140, which reads as follows:

13.28.140 Imposition of delinquency charge – Shutoff as method of enforcement.

A. Domestic water, sewer charges, irrigation assessments (except irrigation water only assessments), and garbage charges shall be collectible monthly and the charges and assessments shall be delinquent if unpaid at the close of the regular business day preceding the twenty-first day of the month following the billing date. Upon delinquency, the customer shall be assessed a penalty in the sum of 10 percent of the amount due and owing as disclosed by the billing for that month.

B. Irrigation water only assessments shall be collectible yearly and the assessments shall be delinquent if unpaid at the close of the regular business day preceding the first day of May of the same year in which the original billing was rendered. Upon delinquency, the irrigation water only customer shall be assessed a penalty in the sum of 10 percent of the amount due and owing as disclosed by the billing for that year.

C. As an additional and concurrent method of enforcing the lien of the city for irrigation assessments, domestic water, sewer, and garbage charges, the city shall impose a 24-hour notice of disconnection fee on all accounts that remain delinquent and require notice of disconnection at the close of business on the fourteenth day of the calendar month following the date of delinquency. The city will disconnect the water service from the premises where services are provided unless the delinquent balance (including the 24-hour notice of disconnection fee) is below \$20.00 on the close of business on the date stated on the notice of disconnection.

D. In the event the account balance exceeds \$20.00 on the close of business on the due date stated on the notice of disconnection, the public works director is authorized and directed, on the following regular business day, to disconnect the water

services from the premises where services are provided. Disconnection will be by removing or locking the water meter until all charges, plus penalties as stated in subsections A and C of this section, together with the turn-on fee for reconnecting the domestic water, are paid. Upon payment in full, reconnection will occur between 1:00 p.m. and 4:00 p.m. on the date of disconnection.

E. In the event the customer protests his or her billing statement to the city clerk within the 14-day period, an additional three-day period from the date of protest shall be granted during which time the validity or invalidity of such protest shall be determined by the city clerk. During that period if the city determines that such billing is valid and remains unpaid, the city shall turn off the customer's domestic water as provided for in this section.

is hereby amended to read as follows:

13.28.140 Imposition of delinquency charge – Shutoff as method of enforcement.

A. Domestic water, sewer charges, irrigation assessments (except irrigation water only assessments), and garbage charges shall be collectible monthly and the charges and assessments shall be delinquent if unpaid at the close of the regular business day preceding the twenty-first day of the month following the billing date. Upon delinquency, the customer shall be assessed a penalty in the sum of 10 percent of the amount due and owing as disclosed by the billing for that month.

B. Irrigation water only assessments shall be collectible yearly and the assessments shall be delinquent if unpaid at the close of the regular business day preceding the first day of May of the same year in which the original billing was rendered. Upon delinquency, the irrigation water only customer shall be assessed a penalty in the sum of 10 percent of the amount due and owing as disclosed by the billing for that year.

C. As an additional and concurrent method of enforcing the lien of the city for irrigation assessments, domestic water, sewer, and garbage charges, the city shall impose a 24-hour notice of disconnection fee on all accounts that remain delinquent and require notice of disconnection at the close of business on the fourteenth day of the calendar month following the date of delinquency. The city will disconnect the water service from the premises where services are provided unless the delinquent balance (including the 24-hour notice of disconnection fee) is below **\$30.00** on the close of business on the date stated on the notice of disconnection.

D. In the event the account balance exceeds **\$30.00** on the close of business on the due date stated on the notice of disconnection, the public works director is authorized and directed, on the following regular business day, to disconnect the water services from the premises where services are provided. Disconnection will be by removing or locking the water meter until all charges, plus penalties as stated in subsections A and C of this section, together with the turn-on fee for reconnecting the domestic water, are paid. Upon payment in full, reconnection will occur between 1:00 p.m. and 4:00 p.m. on the date of disconnection.

E. In the event the customer protests his or her billing statement to the city clerk within the 14-day period, an additional three-day period from the date of protest shall be granted during which time the validity or invalidity of such protest shall be determined by the city clerk. During that period if the city determines that such billing is valid and remains unpaid, the city shall turn off the customer's domestic water as provided for in this section.

Section 2. 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 _____, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

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

ITEM TITLE Ordinance amending the 2024 Annual Budget	AGENDA NO.: New Business 4 (D) AGENDA DATE: November 12, 2024
DEPARTMENT City Treasurer	FUNDING CERTIFICATION (City Treasurer) (If applicable)

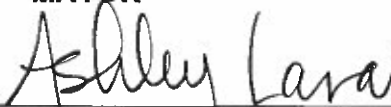
DEPARTMENT DIRECTOR REVIEW

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 identified numerous budget accounts to be amended. An ordinance was 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 appropriations for Planning Professional Services. Net effect is a decrease in estimated ending fund balance.

STREET FUND: Increase revenues for Yakima County Reimbursement. Increase appropriations for OIE Hwy project. Net effect is no change in estimated ending fund balance.

NW GRANDVIEW INFRASTRUCTURE FUND: Increase revenues for Yakima County SIED Loan. Net effect is an increase in estimated ending fund balance.

SOLID WASTE FUND: Increase appropriations for Operating Rentals & Leases. Net effect is a decrease in estimated ending fund balance.

ACTION PROPOSED

Move an Ordinance amending the 2024 Annual Budget to the next regular Council meeting for consideration.

to Sue 11/xx/2024 - mc Ordinance No. 2024-X

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	
	Revenues/Sources	7,085,705		7,085,705	
	Current Exp. Fund Total	7,854,440	-	7,854,440	
001 060 000 558 60 41 00	Professional Services		5,000	7,790,280	Land use planning
	Expenditures/Uses	7,785,280			
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	59,160	(5,000)	54,160	
	Current Exp. Fund Total	7,854,440	-	7,854,440	
Street Fund					
110 000 000 308 31 00 00	Beginning Fund Balance - Restricted	55,000		55,000	
110 000 000 308 51 00 00	Beginning Fund Balance - Assigned	310,390		310,390	
110 000 000 337 07 01 03	Yakima County Reimbursement		61,300	6,384,000	Contribution toward OIE Hwy work on the county road
	Revenues/Sources	6,322,700			
	Street Fund Total	6,688,090	61,300	6,749,390	
110 000 065 595 30 63 25	OIE Hwy		61,300	6,570,930	OIE Hwy improvements done on the county road
	Expenditures/Uses	6,509,630			
110 000 099 508 31 00 00	Ending Fund Balance - Restricted	55,000		55,000	
110 000 099 508 51 00 00	Ending Fund Balance - Assigned	123,460	-	123,460	
	Street Fund Total	6,688,090	61,300	6,749,390	

to Sue 11/xx/2024 - mc Ordinance No. 2024-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
350 000 000 308 31 00 00	NW Grandview Infrastructure Fund Beginning Fund Balance - Restricted	-	-	-	
350 000 000 391 80 00 01	Yakima County SIED Loan Revenues/Sources	100,000	900,000	1,000,000	SIED Loan received in 2024 instead of 2025
	NW Grandview Infrastructure Fund Total	100,000	900,000	1,000,000	
	Expenditures/Uses	100,000		100,000	
350 000 099 508 31 00 00	Ending Fund Balance - Restricted	-	900,000	900,000	
	NW Grandview Infrastructure Fund Total	100,000	900,000	1,000,000	
430 000 000 308 51 00 00	Solid Waste Fund Beginning Fund Balance - Assigned	691,365		691,365	
	Revenues/Sources	1,324,525		1,324,525	
	Solid Waste Fund Total	2,015,890	-	2,015,890	
430 000 010 537 80 45 00	Operating Rentals & Leases Expenditures/Uses	1,623,410	20,000	1,643,410	Additional funds needed for future equipment
430 000 099 508 51 00 00	Ending Fund Balance - Assigned	392,480	(20,000)	372,480	
	Solid Waste Fund Total	2,015,890	-	2,015,890	

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 _____, 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
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Current Expense Fund					
Original 2024 Budget	768,735	7,085,705	7,785,280	69,160	7,854,440
Amendment Amount			5,000	(5,000)	-
Amended Total	768,735	7,085,705	7,790,280	64,160	7,854,440

Street Fund					
Original 2024 Budget	365,390	6,322,700	6,509,630	178,460	6,688,090
Amendment Amount		61,300	61,300	-	61,300
Amended Total	365,390	6,384,000	6,570,930	178,460	6,749,390

NW Grandview Infrastructure Fund					
Original 2024 Budget	-	100,000	100,000	-	100,000
Amendment Amount		900,000		900,000	900,000
Amended Total	-	1,000,000	100,000	900,000	1,000,000

Solid Waste Fund					
Original 2024 Budget	691,365	1,324,525	1,623,410	392,480	2,015,890
Amendment Amount			20,000	(20,000)	-
Amended Total	691,365	1,324,525	1,643,410	372,480	2,015,890

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

ITEM TITLE: Resolution approving the final plat of Grapevine Estates – Phase 3 located on North Euclid Road	AGENDA NO. New Business 4 (E) AGENDA DATE: November 12, 2024
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

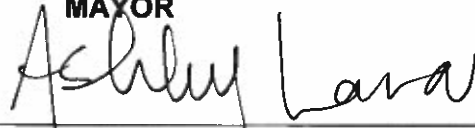
DEPARTMENT DIRECTOR REVIEW

Hector Mejia, Public Works Director

CITY ADMINISTRATOR



MAYOR



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

At the April 26, 2022 City Council meeting, Council adopted Resolution No. 2022-17 approving the Grapevine Estates Preliminary Plat Residential Subdivision – 97 Lots.

Following approval of the preliminary plat, the developer proceeded with the public infrastructure improvements for Grapevine Estates subject to the conditions as outlined in the Hearing Examiner's recommendation and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 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.

The public infrastructure improvements for Grapevine Estates – Phase 3 consisting of 31 lots has been completed to the City's standards.

The final plat map for Grapevine Estates – Phase 3 is attached for review and approval.

ACTION PROPOSED

Move a resolution approving the final plat of Grapevine Estates – Phase 3 located on North Euclid Road to the November 12, 2024 regular Council meeting for consideration.

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE FINAL PLAT OF GRAPEVINE ESTATES – PHASE 3
LOCATED ON NORTH EUCLID ROAD**

WHEREAS, the developer, RP Development LLC applied for preliminary plat approval for a 97-lot residential subdivision designated as Grapevine Estates; and,

WHEREAS, on April 26, 2022, Council adopted Resolution No. 2022-17 approving the Grapevine Estates Preliminary Plat Residential Subdivision – 97 Lots subject to conditions outlined in the Hearing Examiner’s recommendation and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements; and,

WHEREAS, the developer has completed the construction of the public infrastructure improvements in accordance with the approved plans and specifications for Grapevine Estates – Phase 3 per the City’s standards,

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

Section 1. The final plat known as Grapevine Estates – Phase 3 consisting of 31 lots is approved.

Section 2. The Mayor is hereby authorized to sign the final plat, a copy of which 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

FINAL PLAT OF GRAPEVINE ESTATES PHASE 3

LOCATED IN THE SW 1/4 OF SECTION 14, TOWNSHIP 9 NORTH, RANGE 23 EAST OF THE WILLAMETTE MERIDIAN, CITY OF GRANDVIEW, YAKIMA COUNTY, WASHINGTON



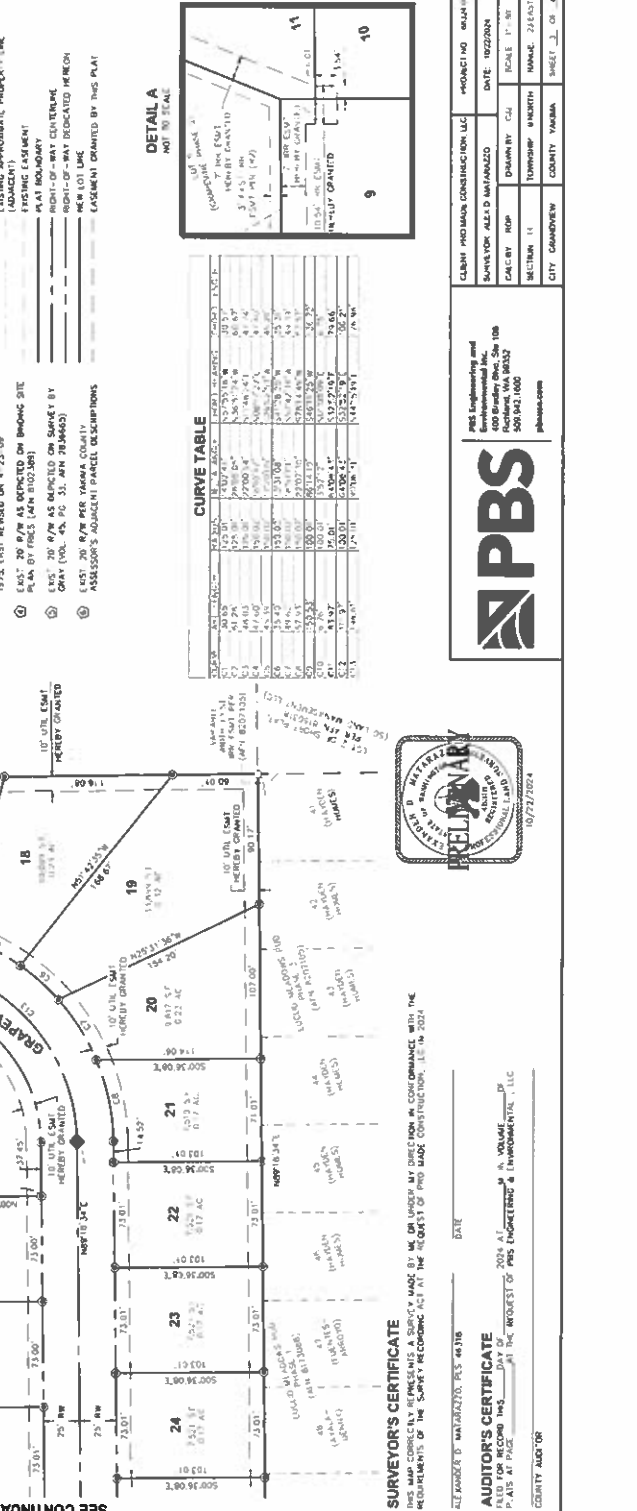
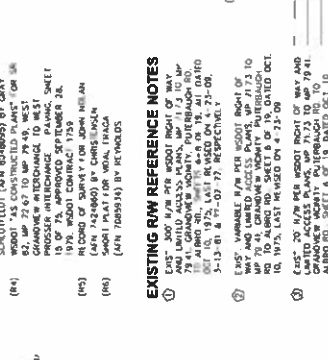
- ### LEGEND AND ABBREVIATIONS
- ① SET 3/8" x 30" IRON IRBM WITH YELLOW PLASTIC CAP STAMPED "MATERIALIZED AS-BUILT" AND "DATE OF MATERIALIZATION" IN THE INSTRUMENT CASE
 - ◇ FOUND ALUMINUM CAP IN MOUND/CASE STAMPED "LS 4310" AND (R1) AND (R2) OR AS BENCHMARK WITH (1) TO (10) COMPUTED UNLESS NOTED OTHERWISE
 - ② FOUND SURVEY MONUMENT AS NOTED
 - ③ CALCULATED POINT NOT FOUND OR SET BY THIS SURVEY
 - ④ CALCULATED POINT FOUND BY THIS REFERENCE MONUMENT
 - ⑤ AUDITOR'S FILE NUMBER
 - ⑥ DENOTES CURVE DATA, SEE TABLE
 - ⑦ DEKODATION, BY THIS PLAT
 - ⑧ EASEMENT
 - ⑨ EXISTING
 - ⑩ EXISTING EXISTING PER (R1) (R2) (R3) (R4) (R5) (R6) (R7) (R8) (R9) (R10) (R11) (R12) (R13) (R14) (R15) (R16) (R17) (R18) (R19) (R20) (R21) (R22) (R23) (R24) (R25) (R26) (R27) (R28) (R29) (R30) (R31) (R32) (R33) (R34) (R35) (R36) (R37) (R38) (R39) (R40) (R41) (R42) (R43) (R44) (R45) (R46) (R47) (R48) (R49) (R50) (R51) (R52) (R53) (R54) (R55) (R56) (R57) (R58) (R59) (R60) (R61) (R62) (R63) (R64) (R65) (R66) (R67) (R68) (R69) (R70) (R71) (R72) (R73) (R74) (R75) (R76) (R77) (R78) (R79) (R80) (R81) (R82) (R83) (R84) (R85) (R86) (R87) (R88) (R89) (R90) (R91) (R92) (R93) (R94) (R95) (R96) (R97) (R98) (R99) (R100)
 - ⑪ LAND CORNER RECORD
 - ⑫ NORTH EAST
 - ⑬ NORTH WEST
 - ⑭ QUARTERS SURVEY REFERENCE, SEE LIST
 - ⑮ SQUARE FEET / ACRES
 - ⑯ SUNDAY'S VALLEY IRRIGATION (S.V.I.)
 - ⑰ UTILITY
 - ⑱ VOLUME PAGE
 - ⑲ VOLUME PAGE DEPARTMENT OF TRANSPORTATION
 - ⑳ WITH
 - ㉑ YELLOW PLASTIC CAP
 - ㉒ SECTION OF SECTION SUB-DIVISION AND LISTING RIGHT-OF-WAY CENTERLINE
 - ㉓ EXISTING APPROXIMATE PROPERTY LINE (ADVANCED)
 - ㉔ FISTING EASEMENT
 - ㉕ PLAT BOUNDARY
 - ㉖ RIGHT-OF-WAY CENTERLINE
 - ㉗ NEW LOT LINE
 - ㉘ EASEMENT GRANTED BY THIS PLAT

- ### SURVEY REFERENCES
- (R1) FINAL PLAT OF GRAPEVINE ESTATES PHASE 1 (APR 2008)
 - (R2) FINAL PLAT OF GRAPEVINE ESTATES PHASE 2 (APR 2008)
 - (R3) RECORD OF SURVEY FOR PUTE (R1) (R2) (R3) (R4) (R5) (R6) (R7) (R8) (R9) (R10) (R11) (R12) (R13) (R14) (R15) (R16) (R17) (R18) (R19) (R20) (R21) (R22) (R23) (R24) (R25) (R26) (R27) (R28) (R29) (R30) (R31) (R32) (R33) (R34) (R35) (R36) (R37) (R38) (R39) (R40) (R41) (R42) (R43) (R44) (R45) (R46) (R47) (R48) (R49) (R50) (R51) (R52) (R53) (R54) (R55) (R56) (R57) (R58) (R59) (R60) (R61) (R62) (R63) (R64) (R65) (R66) (R67) (R68) (R69) (R70) (R71) (R72) (R73) (R74) (R75) (R76) (R77) (R78) (R79) (R80) (R81) (R82) (R83) (R84) (R85) (R86) (R87) (R88) (R89) (R90) (R91) (R92) (R93) (R94) (R95) (R96) (R97) (R98) (R99) (R100)
 - (R4) WOOD "S" CONSTRUCTED PLANT ON 82.47' x 27.67' TO MP 79+48.76 WEST
 - (R5) PROGRESSIVE WILDCRACK PLANT SHEET 10 OF 75, APPROVED SEPTEMBER 28, 1978, WOOD CONTRACT 1759
 - (R6) WILSON (APR 1924/26) BY CHARLES WILSON (APR 1928/34) BY HEINZ
 - (R7) SHORT PLAT FOR VONAL TRACT (APR 1899/94) BY HEINZ

- ### EXISTING ROW REFERENCE NOTES
- ① EAST 300' R/W PER WOOD RIGHT OF WAY AND UNDEVELOPED PLANT, UP 21.73 TO 79.41, GRADUALLY SLOPING, FUTURE BRANCH RD. TO 10.1975, LAST REVISED ON 4-23-08, 3-13-01, 11-07-07, RESPECTIVELY
 - ② EAST 300' R/W PER WOOD RIGHT OF WAY AND UNDEVELOPED PLANT, UP 21.73 TO 79.41, GRADUALLY SLOPING, FUTURE BRANCH RD. TO 10.1975, LAST REVISED ON 4-23-08, 3-13-01, 11-07-07, RESPECTIVELY
 - ③ EAST 300' R/W PER WOOD RIGHT OF WAY AND UNDEVELOPED PLANT, UP 21.73 TO 79.41, GRADUALLY SLOPING, FUTURE BRANCH RD. TO 10.1975, LAST REVISED ON 4-23-08, 3-13-01, 11-07-07, RESPECTIVELY
 - ④ EAST 300' R/W PER WOOD RIGHT OF WAY AND UNDEVELOPED PLANT, UP 21.73 TO 79.41, GRADUALLY SLOPING, FUTURE BRANCH RD. TO 10.1975, LAST REVISED ON 4-23-08, 3-13-01, 11-07-07, RESPECTIVELY
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 - ⑥ EAST 300' R/W PER WOOD RIGHT OF WAY AND UNDEVELOPED PLANT, UP 21.73 TO 79.41, GRADUALLY SLOPING, FUTURE BRANCH RD. TO 10.1975, LAST REVISED ON 4-23-08, 3-13-01, 11-07-07, RESPECTIVELY
 - ⑦ EAST 300' R/W PER WOOD RIGHT OF WAY AND UNDEVELOPED PLANT, UP 21.73 TO 79.41, GRADUALLY SLOPING, FUTURE BRANCH RD. TO 10.1975, LAST REVISED ON 4-23-08, 3-13-01, 11-07-07, RESPECTIVELY
 - ⑧ EAST 300' R/W PER WOOD RIGHT OF WAY AND UNDEVELOPED PLANT, UP 21.73 TO 79.41, GRADUALLY SLOPING, FUTURE BRANCH RD. TO 10.1975, LAST REVISED ON 4-23-08, 3-13-01, 11-07-07, RESPECTIVELY
 - ⑨ EAST 300' R/W PER WOOD RIGHT OF WAY AND UNDEVELOPED PLANT, UP 21.73 TO 79.41, GRADUALLY SLOPING, FUTURE BRANCH RD. TO 10.1975, LAST REVISED ON 4-23-08, 3-13-01, 11-07-07, RESPECTIVELY
 - ⑩ EAST 300' R/W PER WOOD RIGHT OF WAY AND UNDEVELOPED PLANT, UP 21.73 TO 79.41, GRADUALLY SLOPING, FUTURE BRANCH RD. TO 10.1975, LAST REVISED ON 4-23-08, 3-13-01, 11-07-07, RESPECTIVELY

CURVE TABLE

STATION	CHORD BEARING	CHORD LENGTH	ARC BEARING	ARC LENGTH	PIECE POINT	PIECE POINT BEARING	PIECE POINT LENGTH
10+00.00	S 89° 57' 30" W	100.00	100.00	100.00	10+00.00	S 89° 57' 30" W	100.00
10+10.00	S 89° 57' 30" W	100.00	100.00	100.00	10+10.00	S 89° 57' 30" W	100.00
10+20.00	S 89° 57' 30" W	100.00	100.00	100.00	10+20.00	S 89° 57' 30" W	100.00
10+30.00	S 89° 57' 30" W	100.00	100.00	100.00	10+30.00	S 89° 57' 30" W	100.00
10+40.00	S 89° 57' 30" W	100.00	100.00	100.00	10+40.00	S 89° 57' 30" W	100.00
10+50.00	S 89° 57' 30" W	100.00	100.00	100.00	10+50.00	S 89° 57' 30" W	100.00
10+60.00	S 89° 57' 30" W	100.00	100.00	100.00	10+60.00	S 89° 57' 30" W	100.00
10+70.00	S 89° 57' 30" W	100.00	100.00	100.00	10+70.00	S 89° 57' 30" W	100.00
10+80.00	S 89° 57' 30" W	100.00	100.00	100.00	10+80.00	S 89° 57' 30" W	100.00
10+90.00	S 89° 57' 30" W	100.00	100.00	100.00	10+90.00	S 89° 57' 30" W	100.00
11+00.00	S 89° 57' 30" W	100.00	100.00	100.00	11+00.00	S 89° 57' 30" W	100.00



SEE CONTINUATION ON SHEET 2

SURVEYOR'S CERTIFICATE
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN COMPLIANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF PRO MADE CONSTRUCTION, LLC IN 2024.

ALEXANDER D. WADSWORTH, PLS. #8316 _____ DATE _____

AUDITOR'S CERTIFICATE
 I HAVE EXAMINED THIS MAP AND FIND IT TO BE A TRUE AND CORRECT REPRESENTATION OF THE SURVEY RECORDING ACT AT THE REQUEST OF PRO MADE CONSTRUCTION, LLC.

_____ DATE _____

CITY: GRANDVIEW COUNTY: YAKIMA SHEET: 3 OF 4

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

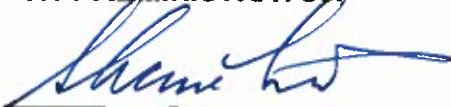
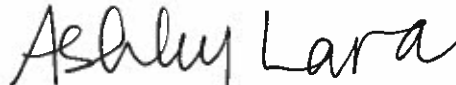
ITEM TITLE: Resolution approving the final plat of Grandridge Estates – Phase 12 located on Grandridge Road	AGENDA NO. New Business 4 (F) AGENDA DATE: November 12, 2024
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Hector Mejia, Public Works Director

CITY ADMINISTRATOR

MAYOR

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

At the March 24, 2020 City Council meeting, Council adopted Resolution No. 2020-13 approving the Grandridge Estates Subdivision 227-lot preliminary plat.

Following approval of the preliminary plat, the developer proceeded with the public infrastructure improvements for Grandridge Estates subject to the conditions as outlined in the Hearing Examiner's recommendation and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 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.

The public infrastructure improvements for Grandridge Estates – Phase 12 consisting of 31 lots has been completed to the City's standards.

The final plat map for Grandridge Estates – Phase 12 is attached for review and approval.

ACTION PROPOSED

Move a resolution approving the final plat of Grandridge Estates – Phase 12 located on Grandridge Road to the November 12, 2024 regular Council meeting for consideration.

RESOLUTION NO. 2024-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE FINAL PLAT OF GRANDRIDGE ESTATES – PHASE 12
LOCATED ON GRANDRIDGE ROAD**

WHEREAS, the developer, Dan Swanson d/b/a KDS Development, Inc., applied for preliminary plat approval for a 227-lot residential subdivision designated as Grandridge Estates; and,

WHEREAS, on March 24, 2020, Council adopted Resolution No. 2020-13 approving Grandridge Estates Subdivision 227-lot preliminary plat subject to conditions outlined in the Hearing Examiner's recommendation and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements; and,

WHEREAS, the developer has completed the construction of the public infrastructure improvements in accordance with the approved plans and specifications for Grandridge Estates – Phase 12 per the City's standards,

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

Section 1. The final plat known as Grandridge Estates – Phase 12 is approved.

Section 2. The Mayor is hereby authorized to sign the final plat, a copy of which 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

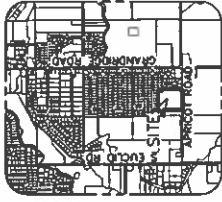
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

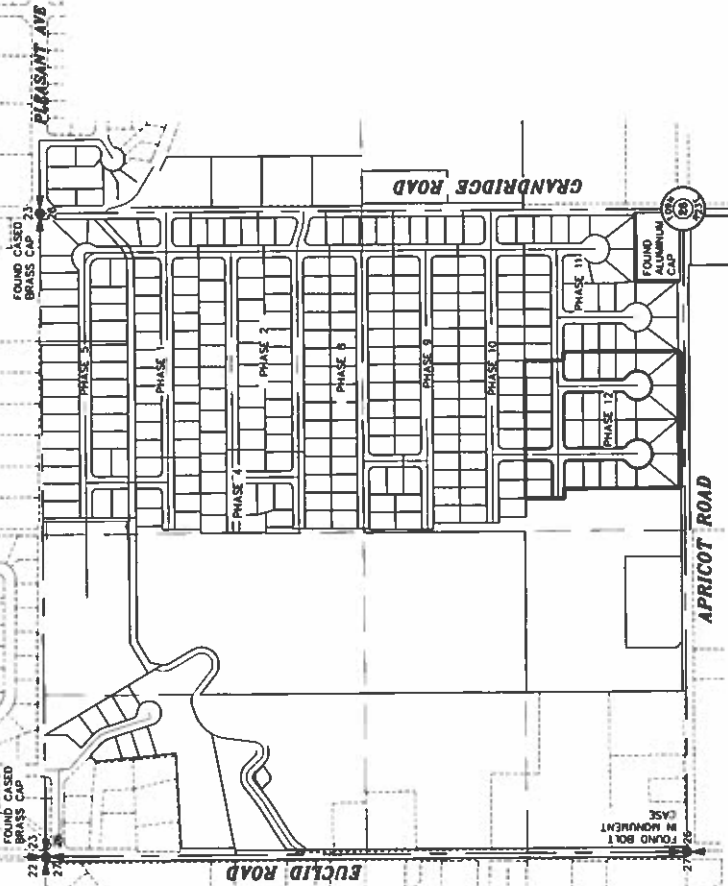
THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASE 12
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
 YAKIMA COUNTY, WASHINGTON



VICINITY SKETCH
 NOT TO SCALE



SCALE 1" = 300'
 0 300 600 900
 BASIS OF BEARING
 AND DISTANCE
 WA STATE SURVEY ZONE
 PER OPUS SOLUTION
 EASEMENT LINES
 A BASE FOUND LITERATURE
 SPECTRA PRECISION RTK GPS
**PLAT FOR
 SDC**



- LEGEND**
- SET 5/8" REBAR W/ BLUE PLASTIC CAP
 - SET STRATION DO "4606" OR TAG
 - W/WASHER
 - FOUND AS INDICATED
 - FOUND 5/8" REBAR W/ BLUE PLASTIC CAP
 - MARKED "STRATION DO 4606" "4606"
 - SET CASED BRASS CAP MARKED "4606"
 - EASEMENT BOUNDARY
 - PROPERTY BOUNDARY
 - CENTERLINE
 - C.T. PARCELS

PLAT CLOSURE

BEARING	DISTANCE	NORTH	SOUTH	EAST	WEST
S89°32'07"W	572.50	0.0000	4.6442	0.0000	572.4812
S00°27'53"E	160.00	0.0000	159.9947	1.2977	0.0000
N89°32'07"E	40.00	0.3245	0.0000	39.9987	0.0000
S00°27'50"E	489.82	0.0000	489.8039	3.9857	0.0000
N89°32'56"E	568.00	3.6467	0.0000	567.9883	0.0000
N00°27'50"W	490.78	490.7639	0.0000	0.0000	3.9735
S89°32'07"W	35.50	0.0000	0.2880	0.0000	35.4988
N00°27'53"W	160.00	159.9947	0.0000	0.0000	1.2977
		654.7798	634.7309	613.7504	613.7517

- RIGHT-OF-WAY AND EASEMENT NOTES**
- ① = HEREBY DEDICATED RIGHT-OF-WAY
 - ② = PUBLIC UTILITY EASEMENT
 - ③ = IRRIGATION EASEMENT
- EXISTING EASEMENT NOTES**
- ① = PUBLIC UTILITY EASEMENT, GRANDRIDGE ESTATES PHASE 10 & 11
 - ② = IRRIGATION EASEMENT, GRANDRIDGE ESTATES PHASE 10 & 11

STRATTON SURVEYING & MAPPING P.C.
 313 NORTH 3RD AVE, SUITE 200
 YAKIMA, WA 98901
 (509) 215-7336
 stratton@strattonm.com

DATE: 09/18/24 SHEET 1 OF 3
 DRAWN BY: DC JOB # 5622

AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS _____ DAY OF _____
 AT _____ M. UNDER YAKIMA
 COUNTY AUDITORS FILE NO. _____ AT THE
 REQUEST OF DEREK C. HICALSBEE, P.L.S.

DEREK C. HICALSBEE
 YAKIMA COUNTY AUDITOR DEPUTY

INDEX

T. 09N.	R. 23E.	SECTION
26	09N 23E	



SURVEYOR'S CERTIFICATE:
 I, DEREK C. HICALSBEE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "GRANDRIDGE ESTATES PHASE 12" AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DRAFT REVIEW COPY

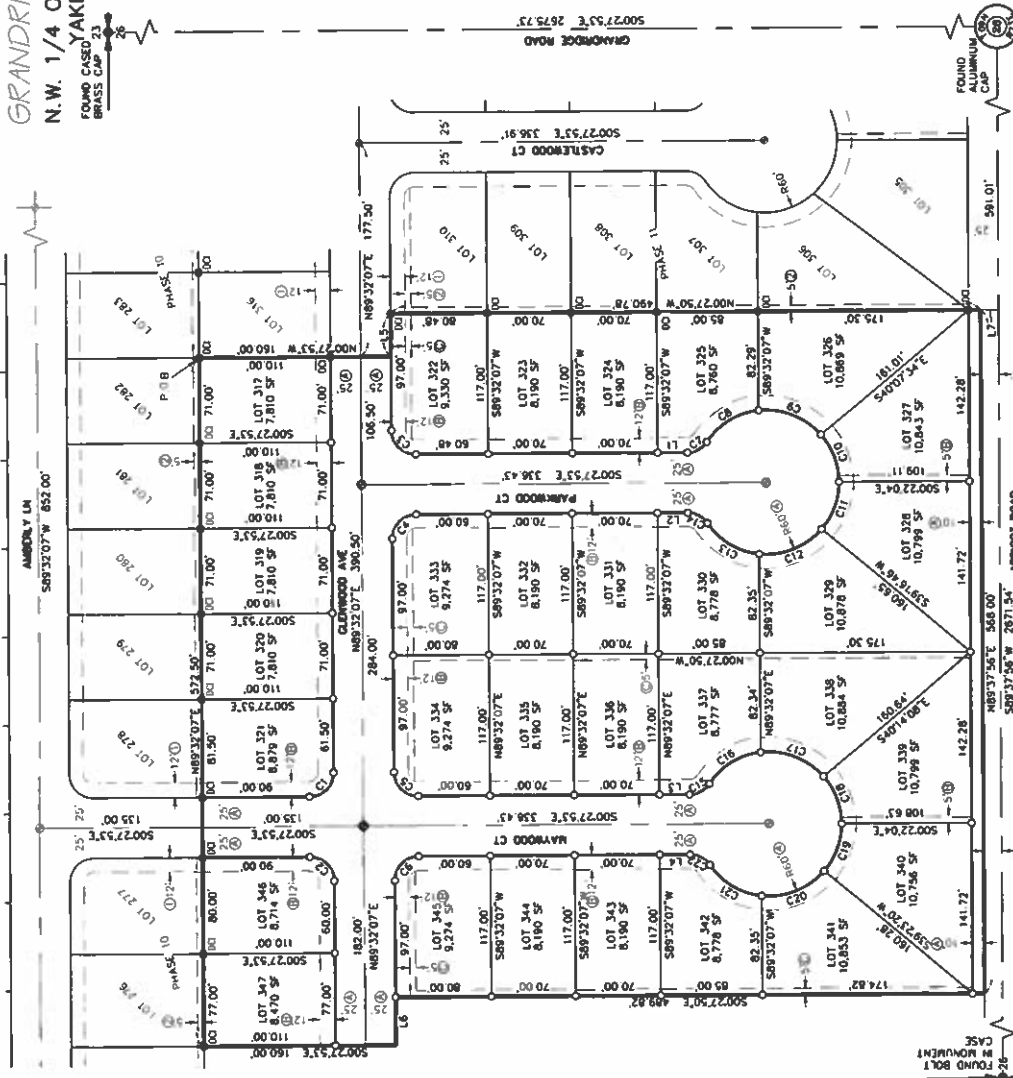
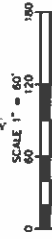
DEREK C. HICALSBEE L346886 DATE _____

THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASE 12
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
 YAKIMA COUNTY, WASHINGTON

FOUND CASE NO. 27-0266
 BRASS CAP

CURVE	LENGTH	RADIUS	Δ	CH DIRLC	CHORD
C1	31.42	20.00	90°00'00"	S45°27'53"E	28.28
C2	31.42	20.00	90°00'00"	N44°32'07"E	28.28
C3	31.42	20.00	90°00'00"	S44°32'07"W	28.28
C4	31.42	20.00	90°00'00"	N45°27'53"W	28.28
C5	31.42	20.00	90°00'00"	S44°32'07"W	28.28
C6	31.42	20.00	90°00'00"	N45°27'53"W	28.28
C7	19.47	20.00	55°46'16"	S2°21'01"E	18.71
C8	52.45	60.00	50°04'55"	N31°11'42"W	50.79
C9	57.45	60.00	54°51'44"	N2°16'38"E	55.28
C10	42.86	60.00	40°55'26"	N69°10'13"E	41.95
C11	42.74	60.00	40°48'47"	S69°5'74"E	41.84
C12	57.85	60.00	55°14'26"	S21°56'05"E	55.63
C13	51.96	60.00	49°37'14"	S30°29'45"W	50.35
C14	19.47	20.00	55°46'16"	N27°25'15"E	18.71
C15	19.63	20.00	56°14'10"	S28°07'05"E	18.85
C16	51.96	60.00	49°37'14"	N31°25'37"W	50.35
C17	57.93	60.00	55°19'25"	N21°02'47"E	55.71
C18	42.86	60.00	40°55'26"	N69°10'13"E	41.95
C19	42.74	60.00	40°48'47"	S69°5'74"E	41.84
C20	57.85	60.00	55°14'26"	S21°56'05"E	55.63
C21	51.96	60.00	49°37'14"	S30°29'45"W	50.35
C22	19.47	20.00	55°46'16"	N27°25'15"E	18.71

LINE	LENGTH	DIRECTION
L1	24.80	S00°27'53"E
L2	75.28	S00°27'53"E
L3	25.12	N00°27'53"W
L4	25.28	S00°27'53"E
L5	35.50	N69°32'07"E
L6	40.00	N69°32'07"E
L7	15.00	N00°27'50"W



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____ M. UNDER YAKIMA COUNTY AUDITORS FILE NO. _____ AT THE REQUEST OF DEBOK C. INGAUSE, P.L.S.

PLAT FOR
 SDC

DRAFT

YAKIMA COUNTY AUDITOR DEPUTY

STRAITON SURVEYING & MAPPING P.C.
 42 NORTH AVENUE STREET
 P.O. BOX 238
 WACARUS, WA 99150
 (509) 238-7338
 straiton@straitonm.com
 © 2024
 DATE: 09/16/24 SHEET 2 OF 3
 DRAWN BY: DC JOB / 5622

**THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASE 12
N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
YAKIMA COUNTY, WASHINGTON**

DESCRIPTION
THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 09 NORTH, RANGE 23 EAST, W.M., YAKIMA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS
BEGINNING AT THE SOUTHWEST CORNER OF LOT 283 OF THE PLAT OF GRANDRIDGE ESTATES PHASE 10 RECORDED UNDER AUDITOR'S FILE NUMBER 01627615 RECORDS OF SAID COUNTY, THENCE SOUTH 89.3707' WEST ALONG THE SOUTHERLY LINE OF SAID PLAT 572.50 FEET TO THE SOUTHWEST CORNER OF LOT 276 OF SAID COUNTY,
THENCE SOUTH 00.27353' EAST 160.00 FEET,
THENCE NORTH 89.3707' WEST 40.00 FEET,
THENCE NORTH 89.3735' EAST ALONG SAID LINE 568.00 FEET TO THE SOUTHWEST P. AT CORNER OF GRANDRIDGE ESTATES PHASE 11,
THENCE NORTH 00.2735' WEST ALONG THE WETTERLY LINE OF SAID PLAT 491.78 FEET,
THENCE SOUTH 89.3707' WEST ALONG SAID LINE 35.50 FEET,
THENCE NORTH 00.27353' WEST ALONG SAID LINE 160.00 FEET TO THE SAID POINT OF BEGINNING
CONTAINING 8.49 ACRES
TOGETHER WITH ANY SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW

DEDICATION AND WAIVER OF CLAIMS

THE UNDERSIGNED HEREBY CERTIFY THAT THE AFORESAID WATER RIGHTS DOWNSHIP INTEREST IN THE LANDS HEREBY DESCRIBED HAS WITH THE FREE CONSENT OF SAID PARTIES AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND LONG PLATTED AS SHOWN, HEREON, DOES HEREBY DEDICATE THE RIGHTS-OF-WAY SHOWN HEREON AS PUBLIC DEDICATION TO THE USE OF THE PUBLIC, DOES HEREBY WAIVE ON BEHALF OF HIMSELF AND HIS HEIRS, SUCCESSORS, ASSIGNS, AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED RIGHT-OF-WAY AND DOES HEREBY DEDICATE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED
SWANSON DEVELOPMENT COMPANY INC

SIGNED _____ TITLE _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____ COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE DEED, FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT
DATED _____

PRINTED NOTARY PUBLIC _____

SIGNED NOTARY PUBLIC _____ MY APPOINTMENT EXPIRES _____

NOTARY STAMP
BLACK INK ONLY

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE CITY OF GRANDVIEW, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT OF GRANDRIDGE ESTATES PHASE 12 ARE ADEQUATE TO SERVE ALL IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____A.D.

CITY NOTES

1) ALL SIDEWALKS IN PHASE 12 TO BE COMPLETED WITHIN 24 MONTHS OF THE FINAL RECORDED DATE OF PHASE 12.

DRAFT



APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON THIS _____ DAY OF _____ 20____

CITY MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

APPROVED AS TO THE SURVEY DATA LAYOUT OF STREET, ALLEYS AND OTHER RIGHT-OF-WAYS SHOWN HEREON _____

DATED _____ DAY OF _____ 20____

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____

CITY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS AND TAX PARCELS DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____ A.D. TAX PARCEL NO. 23092624401

CITY OF GRANDVIEW TREASURER _____ DATE _____

COUNTY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS AND TAX PARCELS DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____ A.D. TAX PARCEL NO. 23092624401

YAKIMA COUNTY TREASURER _____ DATE _____

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____ 20____ AT _____ M. UNDER YAKIMA COUNTY AUDITORS FILE NO. _____ AT THE REQUEST OF DEREK C. INGALSBE, P.L.S.

YAKIMA COUNTY AUDITOR _____ DEPUTY _____

STRATTON SURVEYING & MAPPING P.C.
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SPokane, WA 99201
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PLAT FOR

SDC

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

ITEM TITLE Request for Qualifications (RFQ) for two future City events at the Country Park Amphitheater	AGENDA NO.: New Business 4 (G) AGENDA DATE: November 12, 2024
DEPARTMENT Administration	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW
Shane Fisher, City Administrator

CITY ADMINISTRATOR 	MAYOR 
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ITEM HISTORY (Previous council reviews, action related to this item and other pertinent history)
The ARPA Committee appropriated \$20,000 to go towards two (2) city events to promote the Country Park Amphitheater.

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 process to select an event organizer must be conducted using a Request For Qualifications (RFQ) process. The ARPA Committee has been working together to create the RFQ application for funding.
The application is now complete, and we wanted to discuss the process with Council before we submit the advertisement for RFQ proposals.
Once we have received the proposals, the ARPA Committee will review the submittals and score them based on the criteria stated in the application. Based on the scoring criteria, we make a selection and award the event to the successful proposal.
The ARPA Committee allocated \$10,000 for each event.

ACTION PROPOSED
Discussion item only.



Request For Qualifications & Costs Proposals

Event Planning and Execution

Overview

The City of Grandview invites qualified event planning organizations, businesses and providers to submit qualifications and cost proposals to plan, coordinate, and execute two major public events in 2025. The first one will be in the Summer of 2025 on July 4th and the second in the Fall of 2025. The goals of these events are to enhance community engagement and showcase the upgraded Childress Amphitheater as a premier venue for seasonal entertainment and community gatherings. It is the city's vision for these events to attract visitors from local and surrounding communities to Grandview. The city has budgeted up to \$10,000.00 for each event. The proposer may submit a proposal for one or two events. Each event should include a separate proposal.

Location of Events

These events must be held at the Childress Amphitheater in Grandview. The city is upgrading the amphitheater facility and purchasing a new high-quality sound system to be used for these and other events and concerts at the amphitheater.

Project Scope

Each event will take place at the Grandview Amphitheater, with a projected attendance of 200-500+ participants per event. The selected vendor will be responsible for event planning, advertisements, logistics, on-site management, vendor coordination, and post-event reporting.

The vendor is encouraged to use their creativity to design an event that aligns with the goals of this bid and maximizes attendee engagement. While some example events are listed below, vendors are welcome to propose their own ideas that will attract the highest number of attendees using the amphitheater space and new sound system. This could include a Cinco de Mayo, Valentine's, September 16, Saint Patrick's, Hispanic Heritage, Veterans Day celebrations or other events.

1. Summer Extravaganza (July 4th)

- **Focus:** Larger-scale summer event featuring day and/or evening activities.
- **Requirements:** A small concert, cultural performances, markets, food and beverage areas, and other attractions or activities.
- **Duration:** Minimum of 4-6 hours.

2. Fall Fest (Sep-Oct)

- **Focus:** Family-friendly outdoor activities celebrating fall.
- **Requirements:** Activities like live music, art vendors, food trucks, children’s entertainment, and interactive workshops (e.g., painting, crafts).
- **Duration:** Single-day event, 4-6 hours.

Bid Requirements

- All bids should include the following for each event proposed:
- **Qualifications and References:** Include your experience and qualifications of conducting events similar in scope and scale, with references from at least two clients. The selected vendor must have at least one year of experience in conducting similar public events.
- **Proposed Event Plan:** Concepts, activities, entertainment options, security plan, and unique elements for each event. Provide a date and schedule of the day’s events with start/ end times, who will participate as vendors and/ or who will provide activities.
- **Budget Proposal:** Detailed budget including costs for planning, equipment, staffing, permits, security, and miscellaneous expenses.
- **Event Insurance:** Event organizer must obtain a minimum of \$1 million per occurrence with a \$2 million aggregate for commercial general liability, and the City of Grandview must be named as additionally insured.
- **Project Timeline:** Milestones from event conception to completion.

Contractor Responsibilities

- **Pre-Event Coordination**
 - Secure permits and vendor contracts.
 - Design and implement marketing strategies in collaboration with Grandview Representatives.
 - Manage registrations, logistics, and ticketing (if applicable).
- **On-Site Management**
 - Oversee set-up and breakdown of all activities.
 - Coordinate with vendors, security, and staff to ensure a seamless experience.
 - Provide on-site troubleshooting for any unexpected issues.
- **Post-Event Reporting**

- Provide a detailed report including attendee numbers, financials, and recommendations for future events.

Submission Instructions

Bids must also include the proposer's legal name, EIN & UBI number, name of CEO/ President or Owner of the business and contact information to include person's name, business address, email and phone number. Bidders must address all the requirements. No specific format is required. Please limit proposals to no more than 3 pages. Attachments are not allowed. Please submit a digital bid to:

Matthew Cordray, City Treasurer at mattc@grandview.wa.us
City of Grandview - 207 West Second Street - Grandview, WA 98930

Due Date & Time

Proposals must be submitted on or before November 22, 2024 – 5:00 PM.

Technical Assistance Meeting

The city will provide a Technical Assistance Meeting for potential vendors to answer questions about this proposal. This meeting will be on November 15, 2024, from 10am -11am at Grandview City Hall. Attendance is not required to submit a proposal

Evaluation Criteria

Bids will be evaluated by city representatives using a rating scale based on the following four sections. Each section will be scored up to 25 points each. The maximum score will be 100 points.

- Quality and creativity of proposed event plans (25 points)
- Demonstrated experience in successful event management. Must have at least one year of experience in events executions (25 points)
- Competitive, cost effective and transparent budget (25 points)
- Demonstrated ability to meet all specified requirements and timelines (25 points)

Selection of Vendor

The selected vendors will be notified by December 2, 2024. The city will meet with the vendor(s) to further discuss their plans and negotiate any elements that meet the city's event purpose and subsequently execute a contract for services. A vendor may be selected for one or both events. All final event plans, a schedule and participating vendors will need to be pre-approved by the City Administrator 30 days in advance of the event and must provide

evidence of insurance and applicable permits. Additionally, selected proposals will be made public when presented at the City Council meeting for approval.

Payments to Vendor

Payments to selected vendors will be made on a reimbursement basis upon submitting approved costs and receipts meeting the bid specifications, aligned with submitted budget and must adhere to city, state and federal regulations requirements for spending such funds. Vendor should plan for at least 30 days to receive payments.

Shane Fisher

From: Robert Ozuna <robert@rgicorporation.com>
Sent: Wednesday, November 6, 2024 8:14 AM
To: Shane Fisher
Subject: Council agenda

CAUTION: External Email

Shane, I think we should add an Update to ARPA on the next council meeting. We could give updates on:

Marketing Materials
Event Planning RFQ
Skate Park
Sound System
Other ARPA Projects

Robert Ozuna
City Council Member
Cell: 509.830.1967



Shane Fisher

From: Robert Ozuna <robert@rgicorporation.com>
Sent: Tuesday, October 29, 2024 7:23 AM
To: Shane Fisher
Cc: Robert Ozuna
Subject: ICSC Event

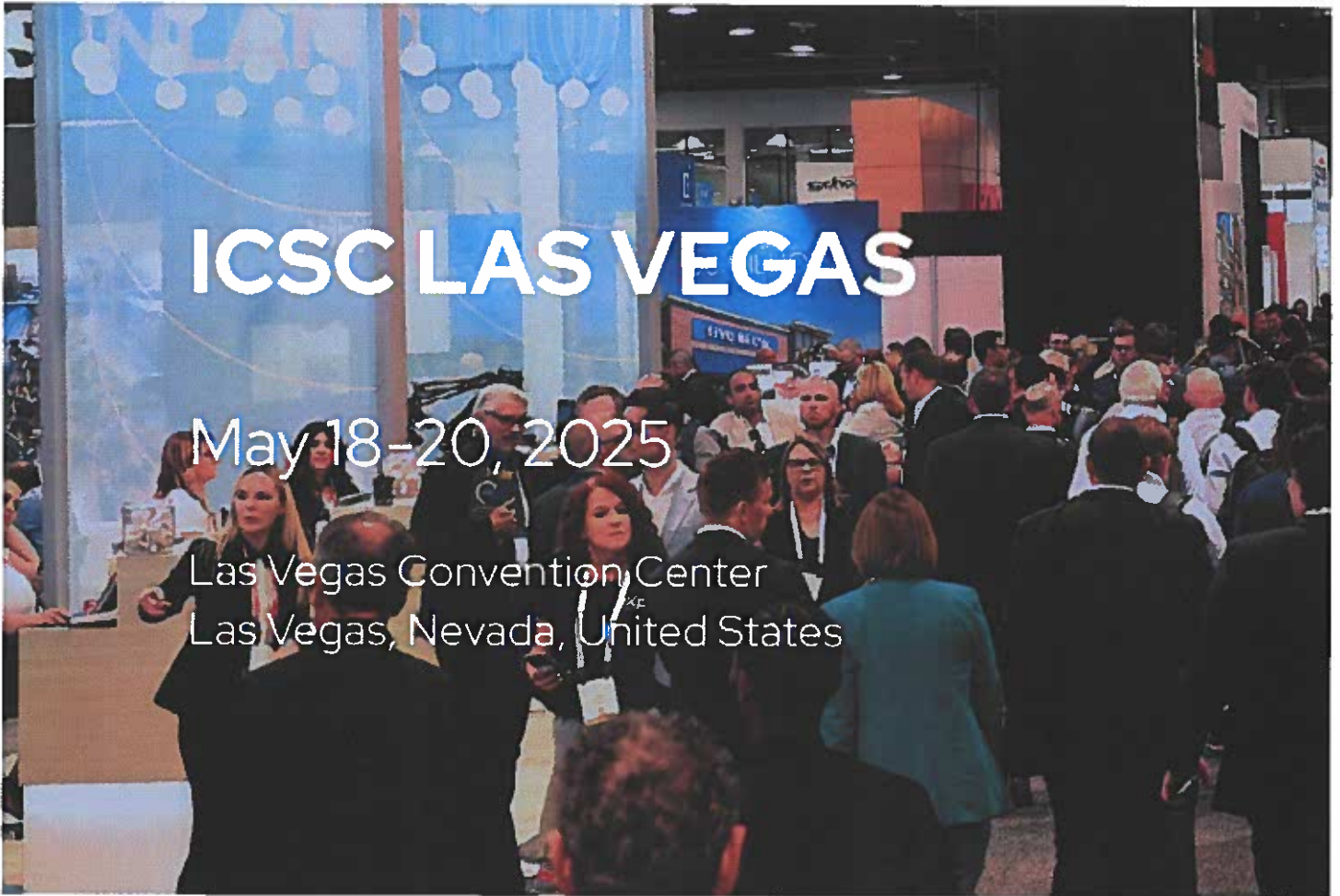
CAUTION: External Email

Shane, can you add this item to the next Council meeting so we can at least share dates with council members, and council can decide later who may be going. Its also important to make hotel reservations close the event before they get full.

Thanks,

Robet

<https://www.icsc.com/attend-and-learn/events/details/las-vegas-2025>





ICSC LAS VEGAS is our premier event and takes place annually in May. It is a two- to three-day gathering of dealmakers and industry experts, who are driving innovation and evolution in commercial real estate.

Registration Fees*

Register at the Advance Rate (ends February 18, 2025, at 11:59 pm EST)

Member • **\$850**

Non-Member • **\$2,075**

Retailer Member • \$0
Student Member • \$50

Standard Rate (ends May 15, 2025, at 11:59 pm EST)

Member • \$1,050
Non-Member • \$2,075
Retailer Member • \$0
Student Member • \$50

On-Site Rate (starts May 16, 2025, at 12:00 am EST)

Member • \$1,525
Non-Member • \$2,075
Retailer Member • N/A
Student Member • N/A

*All cancellations are subject to a \$100 cancellation fee for members and non-members and \$25 for student members. Refunds will not be given for cancellations received after 4:59 pm ET on **March 31, 2025**. All requests for refunds must be received by ICSC in writing.

Hotel Reservations

- Rooms for ICSC LAS VEGAS will open soon.
- **Notice to all ICSC Members:** Please be advised that ICSC will only contact you through onPeak, ICSC's official hotel provider. Any other email or phone solicitations offering hotel bookings are unauthorized and should be disregarded as spam notices. **Questions?** Contact onPeak at (855) 992-3353 or icsc@onpeak.com.

Exhibitor Information

Please contact Lony Alvarez at lalvarez@icsc.com or Keith Colavito at kcolavito@icsc.com to reserve your space.
Become an ICSC Member and take advantage of member pricing.

What's included:

- \$16.50 per sq. ft (Member pricing) / \$33.00 per sq. ft (Non-Member pricing)

- 8' back and side wall drape (except island and peninsula booths)
- Gray booth carpet
- Badges (based on booth size)
- Listing in digital directory

Sponsorship Opportunities

Contact Carlos Baudett at cbaudett@icsc.com to explore sponsorship & advertising opportunities.

Your Privacy Is Our Priority

ICSC does not sell its attendee lists, and no third party is authorized to distribute or sell any attendee lists related to our events. Should you receive any solicitations offering such lists, we encourage you to block the sender, delete the email and report scammers to the U.S. Federal Trade Commission fraud division.

Event Conduct

Additionally, the goal of ICSC events is to provide a welcoming, congenial atmosphere for Marketplaces Industry professionals to connect with peers, conduct business and learn more about relevant topics. As a reminder, we expect all attendees and exhibitors at ICSC events to treat fellow attendees, speakers, service providers and the ICSC team with the utmost respect. We do not tolerate disruptive, harassing, hateful or harmful language or conduct including name calling or otherwise provoking an individual regarding a particular topic, specifically as it relates to non-business issues. Additionally, please do not bring material related to political or social issues—such as flags, banners or signs—to the event, as such items may distract from the purpose of the event.

Read ICSC's Event Terms and Conditions and our Event FAQs for more information.

Follow us for the latest event news and updates.



About this event series

The ICSC Premier event series are our must-attend annual global gatherings of the Marketplaces Industry's networked community of dealmakers, negotiators and moneymakers.

Details

Questions?

For more information, please call +1 844 728 ICSC or email info@icsc.com.

Event FAQs

[Add to calendar](#)

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October 30, 2024

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Columbus, Ohio, United

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