

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, FEBRUARY 22, 2022**



**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. For meeting information and instructions, please contact City Hall at (509) 882-9200.**

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

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. 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 a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League 1-7
  - B. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S. 8-19
  - C. Letter of Intent and Petition for Annexation & Rezone – Statewide Development LLC and Karissa Carpenter Bradshaw – Parcel Nos. 230924-12004 and 230924-12008, 3160 and 3130 Olmstead Road, Grandview, WA 20-27
  - D. WSDOT Regional Mobility Grant – Park and Ride Improvements 28-35
  - E. Budget Process Recommendation 36-38
  - F. 2022 Budget Postponements 39-47
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, February 22, 2022 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/82371815084?pwd=RFJQcEkwWm1HRCtLSzR4b2dIMjBmQT09>

Meeting ID: 823 7181 5084

Passcode: 016925

To join via phone: +1-253-215-8782

Meeting ID: 823 7181 5084

Passcode: 016925

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

**ITEM TITLE**

Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League

**AGENDA NO.:** New Business 4 (A)

**AGENDA DATE:** February 22, 2022

**DEPARTMENT**

Parks & Recreation Department

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

Gretchen Chronis, Parks & Recreation Director



**CITY ADMINISTRATOR**

**MAYOR**



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

Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that are utilizing City owned recreational facilities to conduct their respective programs.

**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.

Attached is the Recreational Use Permit between the City and the Lower Valley Cal Ripken League for the 2022 season. Baseball League Coordinator Alicia Trevino of the Lower Valley Cal Ripken League has reviewed and signed the agreement.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League to a regular Council meeting for consideration.

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT  
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE  
LOWER VALLEY CAL RIPKEN LEAGUE**

**WHEREAS**, the City of Grandview and the Lower Valley Cal Ripken League desire to enter into a Recreational Use Permit regarding the use of the Ralph Scott Memorial Ballfields at the Country Park Events Center;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League 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 \_\_\_\_\_, 2022.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**RECREATIONAL USE PERMIT**  
**By and Between**  
**City of Grandview and Lower Valley Cal Ripken League**

This Agreement entered into this \_\_\_\_\_ day of March, 2022, by and between the City of Grandview, and Lower Valley Cal Ripken League for the uses and purposes stated herein and below.

**1. Recitals**

A. The City of Grandview, hereafter called the "City" is a municipal corporation of the State of Washington, with City Hall located at 207 W. 2<sup>nd</sup> Street, Grandview, WA 98930.

B. Lower Valley Cal Ripken League, hereafter called "Baseball League" is a non-profit organization with organized and stated purposes of organizing baseball competition between teams of the organization.

C. City owns Ralph Scott Memorial Ball Fields at the Country Park Events Center. Such facilities include baseball fields suitable for competition, hereafter called the "Baseball Facility".

D. City and Baseball League desire to enter into a Recreational Use Permit regarding the use of Baseball Facility.

**2. Agreement**

Wherefore, in consideration of mutual covenants, conditions and promises herein, the parties agree as follows:

**Responsibilities of Baseball League:**

A. Baseball League seeks to gain access for the use of Baseball Facility to conduct a program of baseball, in accordance with its own rules and regulations.

B. Baseball League shall pay the City a Recreational Use Permit fee of \$25 for each use of the ball field lights. An accurate account of each use of the ball field lights will be recorded by the league and submitted to the City at the end of the season for appropriate billing. The Recreational Use Permit authorizes Baseball League to use the Baseball Facility as mutually scheduled between March 14 and July 29, 2022. Baseball League acknowledges that City sponsored programs and community events have scheduling priority over Baseball League's use of the Baseball Facility under this Agreement, and that Baseball League may not use the Baseball Facility if such use conflicts with a City sponsored program or community event. Baseball League shall not use the Baseball Facility additionally without first obtaining further written permission from the City and the payment of additional fees as established by the City.

C. At no time shall Baseball League participants, coaches, officials, spectators, vendors or any other people drive or park any vehicles on the Baseball Facility, except maintenance and emergency response vehicles. No vehicles shall be allowed on the field or the grass at the Country Park Events Center, except maintenance and emergency response vehicles. All vehicles must be parked in spaces designated for parking. Only individuals with a current Washington State Disabled Parking Permit will be allowed to park in designated disabled parking areas. All other vehicles associated with the Baseball League will park in the main parking lot at the Country Park Events Center.

D. Baseball League shall be solely and completely responsible for maintaining the dirt infields, facility fencing, dugout shelters, benches, storage units/areas and on site equipment in a clean, neat and safe condition. The City will be responsible for mowing and trimming of grass, restroom maintenance and garbage dumpsters. Baseball League shall provide routine litter clean-up and shall properly dispose of all trash on or surrounding the Baseball Facility, including parking areas, during the period of time that Baseball League shall be using the Baseball Facility. Baseball League shall be responsible for any damage that occurs to the Baseball Facility as a result or incidental to, Baseball League's use of the Baseball Facility under this Agreement. It is the responsibility of the Baseball league to keep all participants and spectators out of the livestock building and amphitheater areas. Baseball League will be allowed to engage in off-season field and structure maintenance of the baseball facility as scheduled through the parks and recreation department.

E. Should Baseball League desire to make improvements and/or install equipment for use on the Baseball Facility, Baseball League shall seek prior written approval of the City before any equipment may be installed. Baseball League shall be solely responsible to ensure that said equipment meets the requirements of the U.S. Consumer Products Commission or other state or federal agency charged with the establishment of safety standards for such equipment. Upon installation of said equipment, such equipment shall remain the sole property of the City unless otherwise specifically agreed upon in writing by both parties.

F. Baseball League is aware of and will abide by all elements of the Grandview Municipal Code of Chapter 12.20 (Park Code).

G. Indemnification/Hold Harmless. User shall defend, indemnify and hold harmless the City of Grandview, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Grandview.

H. Insurance Term. User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

I. **No Limitation.** User's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Grandview's recourse to any remedy available at law or in equity.

J. **Required Insurance.** User's required insurance shall be as follows: General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Grandview shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate. General Liability insurance shall also include coverage for participant liability with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Grandview. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Grandview shall be excess of the User's insurance and shall not contribute with it.

K. **City of Grandview Full Availability of User Limits.** If the User maintains higher insurance limits than the minimums shown above, the City of Grandview shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Grandview evidences limits of liability lower than those maintained by the User.

L. **Certificate of Insurance and Acceptability of Insurers.** The User shall provide a certificate of insurance evidencing the required insurance before using the Premises. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

M. **Baseball League has inspected the Baseball Facility and the Country Park Events Center and any equipment located upon such facility, and finds such to be adequate for Baseball Leagues use.** Baseball League and those individuals using such facilities and equipment through Baseball League and this Agreement do so at their own risk.

N. **Under a separate Concession Agreement, the Baseball League shall be entitled to operate a concession stand upon site approved by the City.** Baseball League shall comply with all applicable health code requirements, including but not limited to food preparation, storage, sanitation and waste removal. Baseball League shall be solely responsible for compliance with all applicable laws and regulations pertaining to sales tax and tax reporting.

O. **Users of athletic fields and facilities for youth sports shall comply with the guidance of RCW 28A.600.190 and RCW 28A.600.195 regarding youth sports concussion, head injuries and sudden cardiac arrest.**

P. Baseball League agrees to comply with RCW 49.60.500, made applicable to community athletic programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.

Q. Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture or any other relationship than independent contractors. Baseball League shall be and remain in sole charge, supervision and control of all Baseball League activities, games, training and programs. City shall remain in sole charge, supervision and control of all its parks and recreation programs of the City of Grandview.

R. Term of Agreement. The term of this Agreement shall be for the term of the season set forth in Section B above. Notwithstanding termination of this Agreement through expiration of the term, the provisions relating to insurance and indemnification in Section H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.

S. Termination. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other. In the event Baseball League fails to abide by the terms and conditions of this Agreement or in the event of an Emergency, the City may terminate this Agreement upon such terms and at such time as the City deems necessary and appropriate, provided notice of termination for cause shall be provided to Baseball League. For purposes of this section, the term "Emergency" means any changes of the Comprehensive Plan or Parks & Recreation Plan mandated by governmental authorities and agencies with jurisdiction. Notwithstanding an early termination of this Agreement, the provisions relating to insurance and indemnification in Sections G and H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.

T. Entire Agreement. This Agreement, with Baseball League's application for use of City's park facilities, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of park facilities shall apply to this Agreement, and are incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms of this Agreement shall control.

U. Assignment. This Agreement and the terms and provisions herein are personal to Baseball League, and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.



Wherefore, this Agreement is deemed executed and effective on the date first referenced above.

City of Grandview

By: \_\_\_\_\_  
Mayor Gloria Mendoza

Baseball League

By:  \_\_\_\_\_  
Baseball League Coordinator

ATTEST:

By: \_\_\_\_\_  
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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

**ITEM TITLE**

Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S.

**AGENDA NO.** New Business 4 (B)

**AGENDA DATE:** February 22, 2022

**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 contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants.

**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 has negotiated contract terms with Garrison Law Offices, Inc., P.S., to provide conflict indigent defense counsel, see attached Public Defender Agreement. It would be in the best interest of the City to negotiate a contract with Garrison Law Offices, Inc., P.S., to provide conflict indigent defense counsel.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S., to the regular Council meeting for consideration.

**RESOLUTION NO. 2022-06**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT  
FOR CONFLICT INDIGENT DEFENSE COUNSEL WITH  
GARRISON LAW OFFICES, INC, P.S.**

**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 is also to provide alternate counsel for indigent defendants (“conflict counsel”) should there be a conflict with the current public defender; and,

**WHEREAS**, the City of Grandview and Garrison Law Offices, Inc., P.S., have negotiated a contract for conflict indigent services commencing February 23, 2022 and expiring on February 28, 2023; and,

**WHEREAS**, the City Council of the City of Grandview finds it to be in the interest of the City of Grandview to enter into a contract with Garrison Law Offices, Inc., P.S., in the form attached hereto, for the provision of conflict indigent defense services;

**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 for conflict indigent defense services with Garrison Law Offices, Inc., P.S., in the form attached hereto and to take such other action as necessary to effectuate said contract.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 22, 2022.

**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 February 2022, by and between Garrison Law Offices, Inc. P.S., 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 516 S. 7th Street, Sunnyside, WA, 98944; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigent defendants 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 where the City's primary public defender has a conflict that prevents representation of the defendant or defendants.

2. **Public Defender Availability.** Public Defender 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 the client described in Section 1 herein during the course of representing said client.

3. **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 (except mileage as set forth in Section 7), telephones, law library, 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.

4. **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 Two Hundred Fifty Thousand Dollars (\$250,000) 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 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 Two Hundred Thousand Dollars (\$200,000) 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.

5. **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.

6. **Term and Renegotiation.** This Agreement shall commence on February 23, 2022 and expires on February 28, 2023.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$150.00 per hour plus mileage at the current I.R.S. rate, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington. Payment shall be sought and paid upon certification that the case has been resolved and closed. All payments shall be made to:

Garrison Law Offices, Inc. P.S.  
516 S. 7th Street  
Sunnyside, WA 98944

For purposes of compensation, case will be "resolved" and may be closed by Public Defender, and he may request to withdraw, after a finding of guilt in a pending criminal case, after the probation matter for which a hearing is currently set is resolved, or after the issues to be reviewed on a Deferred Prosecution or SOC have been decided.

8. **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.

9. **Expert Witnesses.** The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.

10. **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.

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

12. **Successors Bound.** Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

13. **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. 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.

14. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees 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.

15. **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.

16. **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.

17. **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.

18. **Termination**. The City of Grandview 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. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

19. **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.

20. **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, Washington

21. **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.

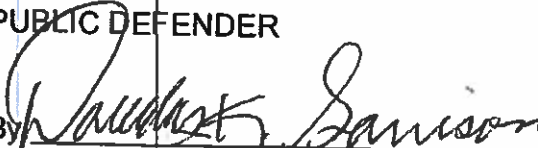
22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist 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 17 day of February, 2022.

CITY OF GRANDVIEW

PUBLIC DEFENDER

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

By:   
Doug Garrison, WSBA #30857  
516 S. 7th Street  
Sunnyside, WA 98944

ATTEST:

\_\_\_\_\_  
City Clerk

## 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. 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 as appropriate 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:**

Letter of Intent and Petition for Annexation & Rezone – Statewide Development LLC and Karissa Carpenter Bradshaw – Parcel Nos. 230924-12004 and 230924-12008, 3160 and 3130 Olmstead Road, Grandview, WA

**AGENDA NO.** New Business 4 (C)

**AGENDA DATE:** February 22, 2022

**DEPARTMENT**

Planning

**FUNDING CERTIFICATION (City Treasurer)**  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

Anita Palacios, City Clerk (Planning)



**CITY ADMINISTRATOR**

**MAYOR**




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

N/A

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

The City received a Letter of Intent and Petition for Annexation and Rezone signed by Darren Still dba Statewide Development LLC., and Karissa Carpenter Bradshaw to annex Parcel Nos. 230924-12004 and 230924-12008, located at 3160 and 3130 Olmstead Road, Grandview, Yakima County, Washington to the City of Grandview. Both parcels are currently zoned commercial. The petitioners have elected to request annexation under the 60% petition method of annexation. The 60% petition method requires signatures by owners of not less than 60% of the assessed value of the total property proposed for annexation. The petition does contain sufficient signatures of the assessed value.

The petitioners requested the parcels be annexed with a C-2 General Business zoning designation as identified on the City's Future Land Use map. The parcels are included in the City's designated Urban Growth Area.

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

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

**ACTION PROPOSED**

Move acceptance of the proposed annexation submitted by Darren Still dba Statewide Development LLC., and Karissa Carpenter Bradshaw, require the simultaneous adoption of zoning regulations consistent with the Urban Growth Area Future Land Use Designations: C-2 General Business, and require the assumption of all existing City indebtedness by the properties proposed to be annexed the same as all other property within the City in accordance with past practice to a regular Council meeting for consideration.

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

TO: The City Council  
City of Grandview  
Grandview, Washington

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

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

*See Attached*

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

OWNER'S SIGNATURE:  DATE: 1-20-2022

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: Darren Still

MAILING ADDRESS: 273 S. County Hill Rd Grandview WA 98930

TELEPHONE NO.: 509 203 0127

PARCEL NO.: 23092412004

PROPERTY LEGAL DESCRIPTION:  
\_\_\_\_\_  
\_\_\_\_\_

OWNER'S SIGNATURE: Karissa Carpenter Bradshaw DATE: 2/15/2022

OWNER'S SIGNATURE: [Signature] DATE: 2/15/2022

PRINTED NAME: Karissa Carpenter Bradshaw Ethan Bradshaw

MAILING ADDRESS: 9820 Welsh Drive Pasco, WA 99301

TELEPHONE NO.: (509) 830-1671

PARCEL NO.: 23092-412008

PROPERTY LEGAL DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

PARCEL NO.: \_\_\_\_\_

PROPERTY LEGAL DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

PARCEL NO.: \_\_\_\_\_

PROPERTY LEGAL DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_



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

TO: The City Council  
City of Grandview  
Grandview, Washington

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

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

*see Attached*

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

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

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

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

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

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

**PRAYER OF PETITION:**

1. Annexation of area described herein and on Exhibit "A";
2. Assumption of indebtedness of the City of Grandview; and
3. Zoning of Commercial, consistent with the City of Grandview Comprehensive Plan.

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

OWNER'S SIGNATURE:  DATE: 1-20-2022

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: Darren Still, Statwide Development, LLC

MAILING ADDRESS: 273 S. County Line Rd Grandview WA 98930

TELEPHONE NO.: 509 203 0127

PARCEL NO.: 23092412004

PROPERTY LEGAL DESCRIPTION:  
\_\_\_\_\_  
\_\_\_\_\_

OWNER'S SIGNATURE: Karla Carpenter Bradshaw DATE: 2/15/2022

OWNER'S SIGNATURE: [Signature] DATE: 2/15/2022

PRINTED NAME: Karissa Carpenter Bradshaw Ethan Bradshaw

MAILING ADDRESS: 9820 Welsh Drive Pasco, WA 99301

TELEPHONE NO.: (509) 830-1671

PARCEL NO.: 23092-4/2008

PROPERTY LEGAL DESCRIPTION:

\_\_\_\_\_

\_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

PARCEL NO.: \_\_\_\_\_

PROPERTY LEGAL DESCRIPTION:

\_\_\_\_\_

\_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

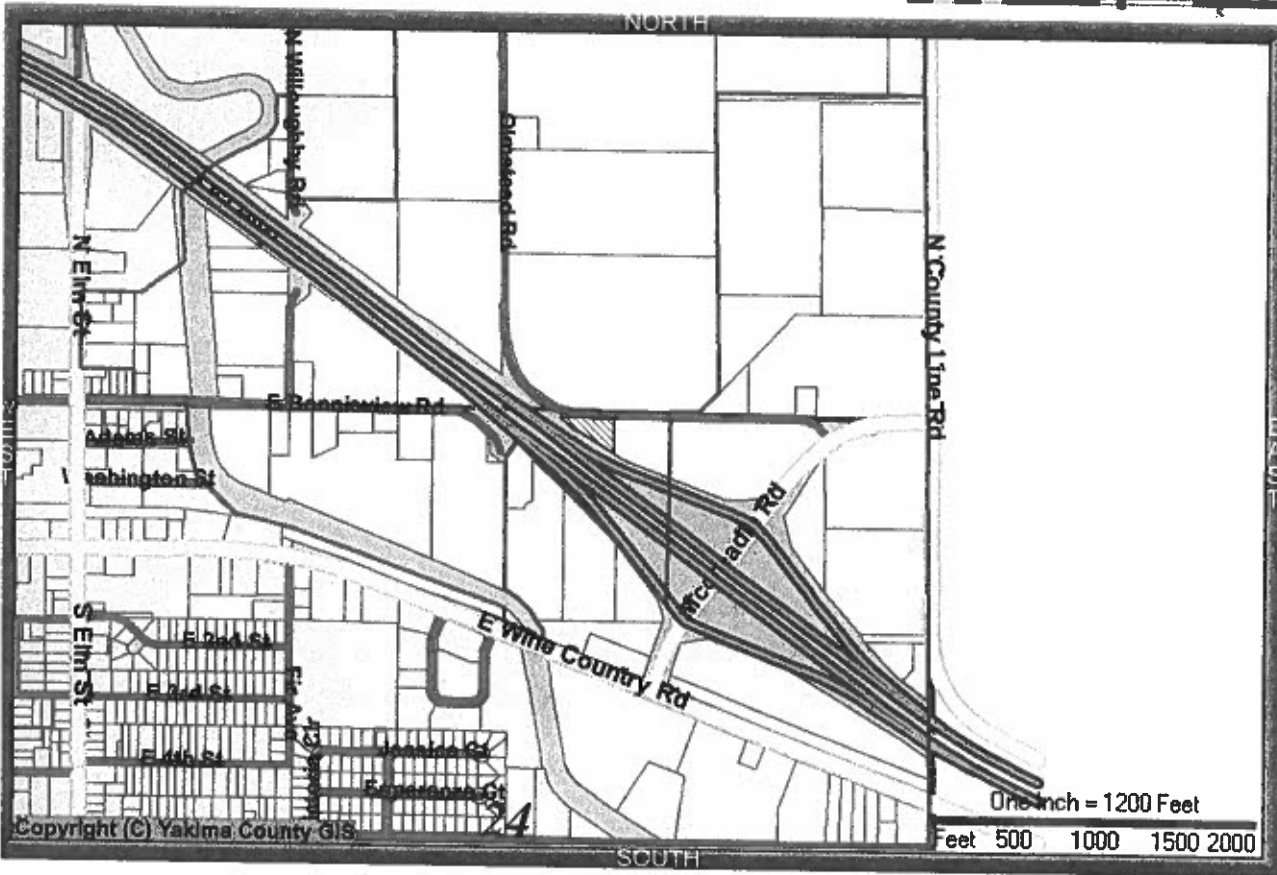
TELEPHONE NO.: \_\_\_\_\_

PARCEL NO.: \_\_\_\_\_

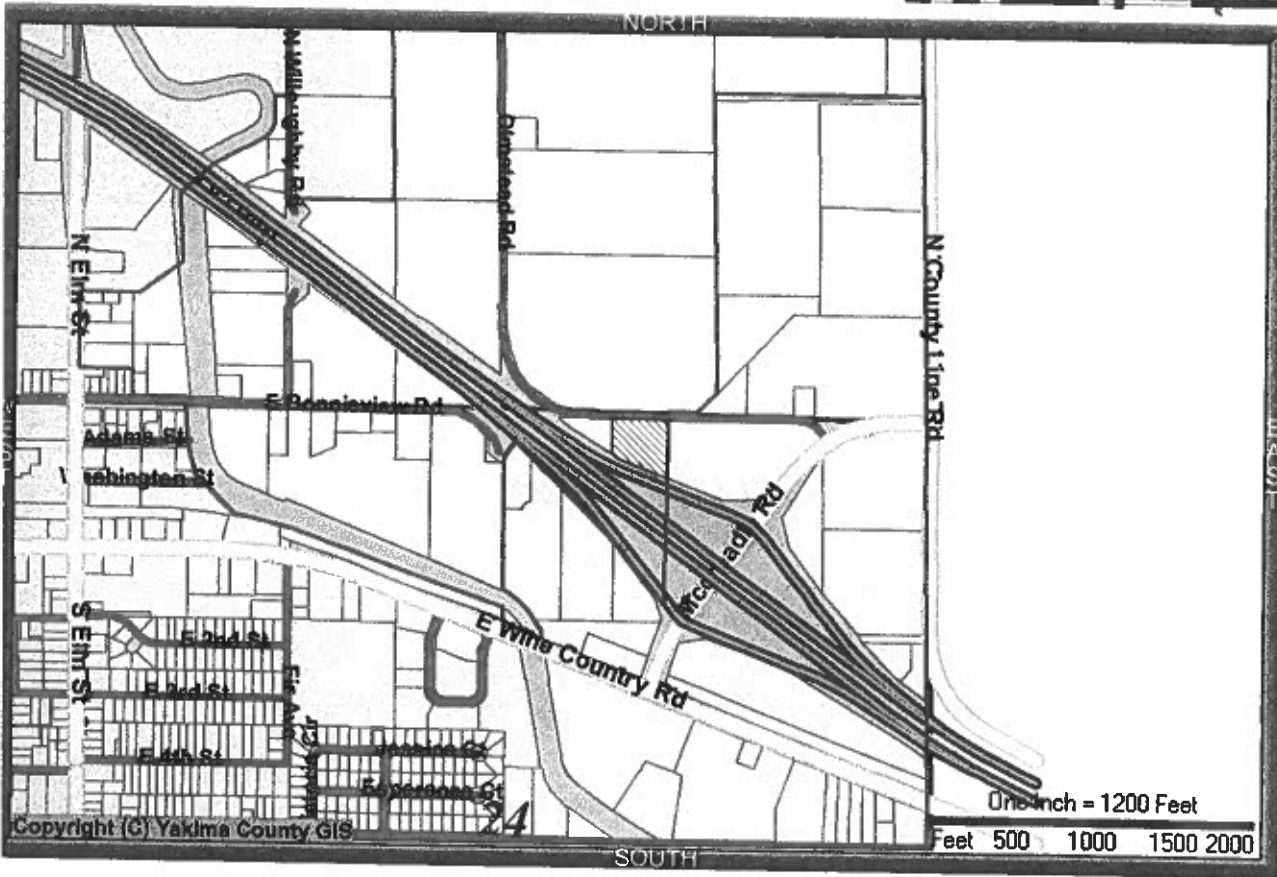
PROPERTY LEGAL DESCRIPTION:

\_\_\_\_\_

\_\_\_\_\_



PROPERTY PHOTO		PROPERTY INFORMATION	
		Parcel Address: <b>3160 OLMSTEAD RD, GRANDVIEW, WA 98930</b>	
		Parcel Owner(s): <b>STATEWIDE DEVELOPMENT LLC</b>	
		Parcel Number: <b>23092412004</b>	Parcel Size: <b>0.9 Acre(s)</b>
		Property Use: <b>99 Other Undeveloped Land</b>	
		TAX AND ASSESSMENT INFORMATION	
Tax Code Area (TCA): <b>441</b>	Tax Year: <b>2022</b>		
Improvement Value: <b>\$0</b>	Land Value: <b>\$19600</b>		
Current Use Value: <b>\$0</b>	Current Use Improvement: <b>\$0</b>		
New Construction: <b>\$0</b>	Total Assessed Value: <b>\$19600</b>		
OVERLAY INFORMATION			
Zoning: <b>HC</b>	Jurisdiction: <b>County</b>		
Urban Growth Area: <b>Grandview</b>	Future Land Use Designation: <b>(Yakima County Plan 2015)</b>		
FEMA:			
FEMA Map	FIRM Panel Number: <b>53077C1925D</b>		
LOCATION INFORMATION			
Latitude: <b>46° 15' 29.493"</b>	Longitude: <b>-119° 52' 54.252"</b>		
Range: <b>23</b> Township: <b>09</b> Section: <b>24</b>			
Narrative Description: <b>TH PT OF W 683.6 FT OF NW1/4 NE1/4 LYN'LY OF SR-82 R/W EX CO RD</b>			
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			



PROPERTY PHOTO	PROPERTY INFORMATION	
<p>230924-12008 11-6-08 #63</p>	Parcel Address: <b>3130 OLMSTEAD RD, GRANDVIEW ,WA 98930</b>	
	Parcel Owner(s): <b>KARISSA CARPENTER</b>	
	Parcel Number: <b>23092412008</b>	Parcel Size: <b>2.4 Acre(s)</b>
	Property Use: <b>11 Single Unit</b>	
TAX AND ASSESSMENT INFORMATION		
Tax Code Area (TCA): <b>441</b>	Tax Year: <b>2022</b>	
Improvement Value: <b>\$141200</b>	Land Value: <b>\$46500</b>	
CurrentUse Value: <b>\$0</b>	CurrentUse Improvement: <b>\$0</b>	
New Construction: <b>\$0</b>	Total Assessed Value: <b>\$187700</b>	
OVERLAY INFORMATION		
Zoning: <b>HC</b>	Jurisdiction: <b>County</b>	
Urban Growth Area: <b>Grandview</b>	Future Landuse Designation: <b>(Yakima County Plan 2015)</b>	
FEMA:		
FEMA Map	FIRM Panel Number: <b>53077C1925D</b>	
LOCATION INFORMATION		
Latitude: <b>46° 15' 28.680"</b>	+ Longitude: <b>-119° 52' 49.937"</b>	Range: <b>23</b> Township: <b>09</b> Section: <b>24</b>
Narrative Description: <b>TH PT OF E 323.6 FT OF W 1007.2 FT OF NW1/4 NE1/4 LY N'LY OF SR-62 R/W</b>		
DISCLAIMER		
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION		



## MEMORANDUM

**To:** Mayor & Council

**From:** Cus Arteaga, City Administrator/Public Works Director

**Date:** February 16, 2022

**Re:** WSDOT Regional Mobility Grant – Park and Ride Improvements

The WSDOT Regional Mobility Grant program is calling for proposals for the 2023-2025 concept application. This is a two-step application process. The first step is to submit a conceptual application project. If it meets the requirements, then the second step is to resubmit a second application which increases the opportunities to be funded.

The application process is as follows:

- ❖ First conceptual application due March 3, 2022
- ❖ If successful, second application due June 28, 2022
- ❖ If successful, City is notified by December 1, 2022
- ❖ If successful, funding becomes available by March/June 2023.
- ❖ If successful, construction would occur 2024

**Improvement to the park and ride located on West Wine Country Road would include asphalt resurfacing, installing a sidewalk on the eastside of the parking lot, installing a bus shelter, installing a bike rack and the addition of a electric charging station.**

The project is estimated at \$358,330 with a City match of approximately \$80,000. The matching funds would be allocated from the Capital Improvement Fund.

The cost for preparing the first application is \$2,500 and if we are successful the second application would cost \$6,500. The funds would be allocated from the Capital Improvement Fund by a budget amendment.

I am recommending that Council authorize staff to prepare and submit the first grant application to the WSDOT Regional Mobility Grant program for the park and ride improvements located on West Wine Country Road.

**Anita Palacios**

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**From:** Stephen Hazzard <shazzard@hlcivil.com>  
**Sent:** Tuesday, February 15, 2022 12:03 PM  
**To:** Cus Arteaga  
**Cc:** Anita Palacios; Lillian Veliz; Chris Cuevas; Jordan Hancock  
**Subject:** City of Grandview WSDOT Regional Mobility Grant  
**Attachments:** RMG Park and Ride Exhibit.pdf; WCR Park and Ride Cost Estimate.pdf; PT-Guide-Grants-RegionalMobilityConceptApplicationInformation.pdf

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**CAUTION:** External Email

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Cus,

Per your request, attached for the council packet is a cost estimate and exhibit for the improvements to the existing Wine Country Road park and ride for the WSDOT Regional Mobility Grant program application. The attached cost estimate has a breakdown of the City's contribution for the improvements (required 20% match) and preparation of the applications totaling \$80,666.00.

The WSDOT Regional Mobility Grant application process is broken out into a few steps. The first step is to complete and submit a concept application by March 3rd. WSDOT will review the submitted applications and will select which projects can move forward to the final grant application phase by May 12<sup>th</sup>. Once Grandview's concept application is selected the final grant applications will be due June 28<sup>th</sup>.

Also attached is a copy of the WSDOT Regional Mobility Grant application information, for your use.

Please let me know if you have any questions.

Thanks,



**Stephen S. Hazzard, PE**  
HLA Engineering and Land Surveying, Inc.  
2803 River Road Yakima, WA 98902  
Office: 509-966-7000 | Cell: 509-840-4746  
[shazzard@hlcivil.com](mailto:shazzard@hlcivil.com) | [www.hlcivil.com](http://www.hlcivil.com)

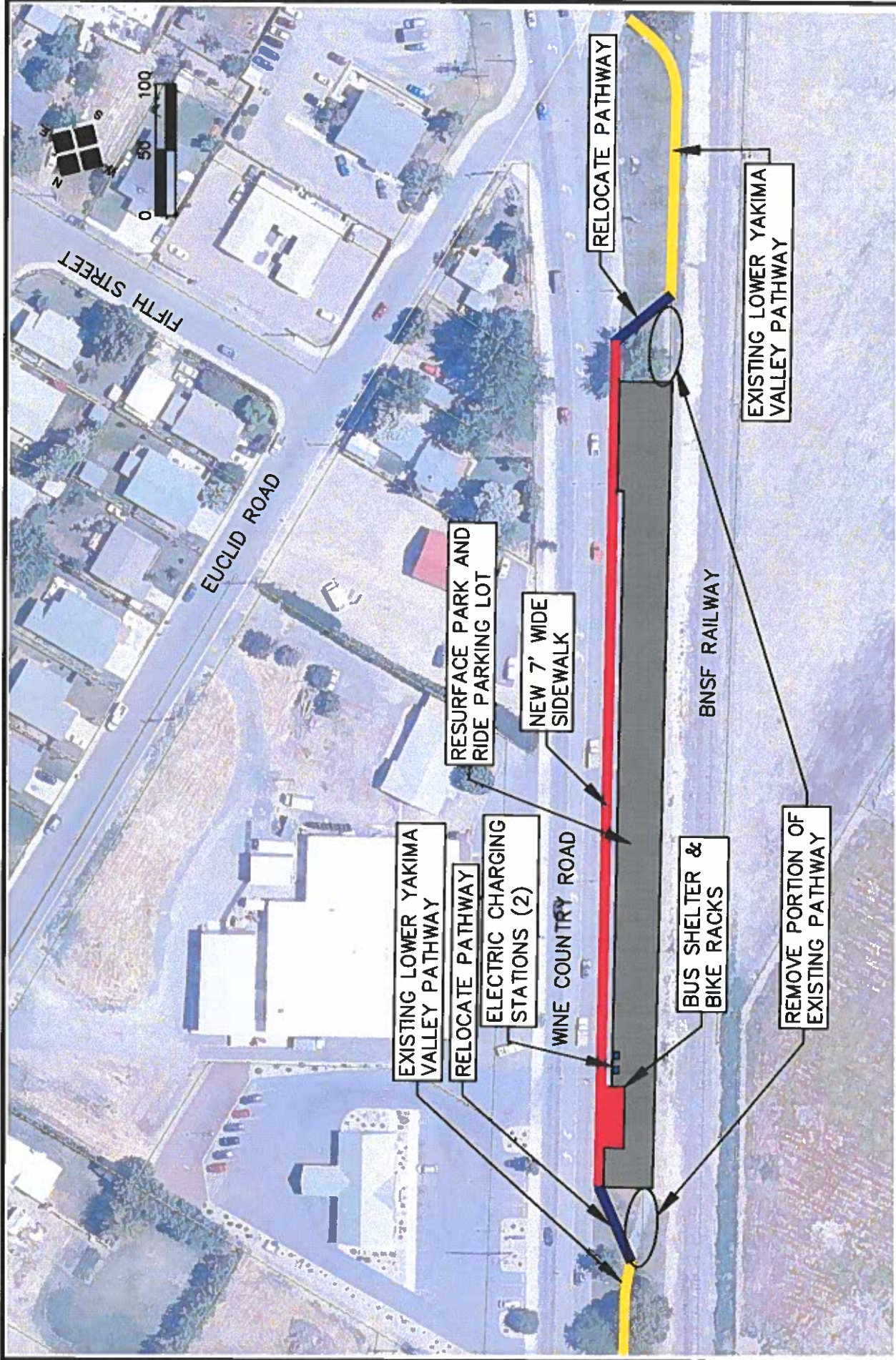
**CITY OF GRANDVIEW**  
**Wine Country Road Park and Ride Improvements**  
**Engineer's Opinion of Construction Cost**

2/14/2022  
 PRELIMINARY

HLA Project No. 22007G

Item No.	Description	Payment Specification	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	1-04.4(1)	FA	\$10,000.00	1	\$10,000.00
2	SPCC Plan	1-07.15(1)	LS	\$500.00	1	\$500.00
3	Mobilization	1-09.7	LS	\$19,000.00	1	\$19,000.00
4	Project Temporary Traffic Control	1-10.5	LS	\$5,000.00	1	\$5,000.00
5	Removal of Structures and Obstructions	2-02.5	LS	\$1,000.00	1	\$1,000.00
6	Unclassified Excavation Incl. Haul	2-03.5	CY	\$50.00	150	\$7,500.00
7	Crushed Surfacing Top Course	4-04.5	TON	\$50.00	50	\$2,500.00
8	Planing Bituminous Pavement	5-04.5	SY	\$3.00	2,400	\$7,200.00
9	HMA Cl. 3/8-Inch PG 64H-28	5-04.5	TON	\$150.00	305	\$45,750.00
10	ESC Lead	8-01.5	Day	\$150.00	3	\$450.00
11	Erosion Control and Water Pollution Prevention	8-01.5	FA	\$1,000.00	1	\$1,000.00
12	Landscape Restoration	8-02.5	FA	\$5,000.00	1	\$5,000.00
13	Bicycle Rack	8-02.5	EA	\$2,000.00	1	\$2,000.00
14	Bus Shelter with Bench	8-02.5	EA	\$12,000.00	1	\$12,000.00
15	Cement Conc. Traffic Curb and Gutter	8-04.5	LF	\$100.00	175	\$17,500.00
16	Precast Cement Conc. Wheel Stop	8-04.5	EA	\$150.00	50	\$7,500.00
17	Cement Conc. Sidewalk 6-Inch Thick	8-14.5	SY	\$80.00	65	\$5,200.00
18	Cement Conc. Sidewalk 4-Inch Thick	8-14.5	SY	\$70.00	410	\$28,700.00
19	Electric Charging Stations, Complete	8-20.5	EA	\$20,000.00	2	\$40,000.00
20	Permanent Signing	8-21.5	LS	\$4,000.00	1	\$4,000.00
21	Pavement Markings	8-22.5	LS	\$5,000.00	1	\$5,000.00
Subtotal						\$226,800.00
Contingency 15%						\$34,000.00
<b>Total Estimated Construction Cost</b>						<b>\$260,800.00</b>
Design Engineering 15%						\$39,120.00
Environmental and Cultural Resources						\$3,000.00
Funding Administration 3%						\$7,820.00
CA Review Fees						\$750.00
WSDOT Review Fees						\$2,000.00
Construction Engineering 15%						\$39,120.00
Materials Testing 2%						\$5,220.00
Advertisement Fees						\$500.00
<b>Total Estimated Project Cost</b>						<b>\$358,330.00</b>
Assumptions:						
1.	25' driveway sections					
2.	7' wide sidewalk, 10' pathway (0.17' HMA, 0.33' CSTC)					
3.	Curb and gutter replacement for driveway and bus bulb out					
4.	Does not include replacement or upgrade of utilities					
5.	Right of way acquisition and services not included.					
6.	Replace curb and gutter with no asphalt repair.					
7.	0.17' grind and overlay of existing parking lot					
8.	New signage and pavement markings in parking lot					
9.	Remove section of existing fence to connect bus pickup area to sidewalk					
10.	Relocate pathway to remove pedestrians from park and ride.					
	Reduce conflicts with pedestrians and vehicles in parking lot.					
<b>Total Estimated Project Cost</b>						<b>\$358,330.00</b>
Stephen S. Hazzard, PE						Date
HLA Engineering and Land Surveying, Inc.						
<b>Total Estimated Project Cost</b>						<b>100%</b> <b>\$358,330.00</b>
Funding Request						<b>80%</b> <b>\$286,664.00</b>
City Match						<b>20%</b> <b>\$71,666.00</b>
WSDOT Regional Mobility Grant Concept Application Cost (Due: 3/3/22)						\$2,500.00
WSDOT Regional Mobility Grant Final Application Cost (Due: 6/28/22)						\$6,500.00
<b>Total City Contribution</b>						<b>\$80,666.00</b>





**CITY OF GRANDVIEW**  
 WINE COUNTRY ROAD SIDEWALK AND  
 PATHWAY IMPROVEMENTS  
 VICINITY MAP

2803 River Road  
 Yakima, WA 98902  
 509.966.7000  
 Fax 509.965.3800  
 www.blacivil.com



**HILA**  
 Engineering and Land Surveying, Inc.

P: \PROJECTS\2022\22007\RMG APP\RMG EXHIBIT.DWG

2/16/2022





## Regional Mobility Grant program 2023-2025 concept application

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### Purpose

The Regional Mobility Grant (RMG) program supports local efforts to improve connectivity between counties and regional population centers, as well as to reduce transportation delay. This program includes four eligible project types:

- Equipment purchases
- Capital construction
- Operations
- Transportation demand management

WSDOT seeks to fund projects that deliver public benefits as quickly as possible. This grant is supported by state funding. Authorization is granted by [RCW 47.66.030](#).

### Eligible applicants

Cities, counties, ports and public transit agencies in Washington state are eligible to apply.

### Concept requirement

You must submit a concept to apply for a RMG program grant. WSDOT engineers, planners and transportation demand management experts will review your concept. Only reviewed concepts may apply for a grant.

Operating projects that have been awarded in the previous four consecutive years must wait at least one biennium before applying for RMG funds again.

### Eligible projects

This program includes four eligible project types:

#### Equipment purchases

- Passenger service vehicles.
- Charging equipment for electric vehicles.
- Communications equipment.
- Computer hardware, software and data systems.
- Multimodal enhancements (e.g., bicycle racks).
- Security equipment.

#### Capital construction

- Passenger transfer centers.
- Bus-only or high-occupancy vehicle lanes.
- Bus shelters, platforms and stations.

- Transit access improvements.
- Transit signal priority, queue jumps and bypasses.
- Park and ride lots and facilities.

### Operations

- New, expanded or more frequent bus routes, express service or feeder service.
- New community connections or transportation corridors serving multiple communities.

### Transportation demand management

- Programs that enhance commute trip reduction programs (e.g., incentives, transit passes, expansion of growth and transportation efficiency centers).
- Programs that encourage a mode shift to high-efficiency modes (e.g., transit, walking, biking).
- Outreach to employers to increase the use of teleworking.
- First- and last-mile connections programs (e.g., vanpool expansion).
- Other transportation demand management strategies and concepts at WSDOT's [Transportation Systems Management and Operations website](#).

## Concept application

Beginning with the 2023-2025 RMG cycle, applicants must use the online Grants Management System (GMS) to submit the RMG concept.

Applicants must complete registration and basic training for GMS before accessing the RMG concept. Applicants can find more information at the [GMS webpage](#). For additional assistance regarding registration and training, email [GMS Support](#) or call 360-705-7711.

The RMG concept deadline is **3 p.m. PST on Thursday, March 3, 2022**. WSDOT will not accept concepts received after this date and time. Applicants should submit concepts prior to the deadline to accommodate any unforeseen challenges.

Applicants may submit more than one concept. One concept is required for each separate project.

Applicants may upload documents within their concept that support their project. Documents attached to concepts must be in PDF format. Applicants must not attach encrypted PDF files to their concept application.

GMS will auto-generate a confirmation email for each concept submitted. The confirmation will not include an assessment of the completeness of the concept or imply a review of the concept has been conducted.

## Concept deadline

**3 p.m. PST Thursday, March 3, 2022**

## Important dates

**Feb. 1, 2022**                      Concept application available in the GMS.

**March 3, 2022**                      Concept applications due in GMS by 3 p.m. PST.

<b>May 12, 2022</b>	WSDOT posts RMG notice of funding opportunity. Grant applications available in GMS.
<b>May-June 2022</b>	WSDOT staff available for questions and technical assistance.
<b>June 28, 2022</b>	Grant applications due in GMS by 3 p.m. PST. Applicants must submit one application per project. Applicants may submit more than one application.
<b>June-August 2022</b>	WSDOT reviews applications and performance estimates. WSDOT works with applicants to make any application revisions.
<b>Aug. 16, 2022</b>	Revised applications due in GMS by 3 p.m. PST.
<b>August-September 2022</b>	Independent evaluation panel reviews and scores applications.
<b>Dec. 1, 2022</b>	WSDOT sends prioritized list of projects to the Legislature and Governor's Office.
<b>March 2023</b>	Legislature typically releases the Legislative Evaluation and Accountability Program list of funded projects.
<b>March-June 2023</b>	WSDOT sends grant award letters to grantees after the governor signs the transportation budget.
<b>July 1, 2023</b>	2023-2025 biennium begins.
<b>July 2023</b>	Grant recipients submit performance measurement plans.
<b>June 30, 2025</b>	2023-2025 biennium ends.

## Technical questions

- Capital construction: email [Jeff Petterson](#) or call 360-705-7917.
- Capital vehicles or equipment procurement: email [Alan Soicher](#) or call 360-333-8946.
- Transportation demand management: email [Stan Suchan](#) or call 206-464-1192.

## Concept application questions

Email [Allyson Ruppenthal](#) or call 360-791-5613. You can also contact your local WSDOT [community liaison](#).

## GMS questions

Email [GMS Support](#) or call 360-705-7711.

## **Regional Mobility Grant program webpage**

The [RMG program webpage](#) has more information about this grant program.



## Memorandum

**To:** Mayor and Council

**From:** Cus Arteaga, City Administrator/PW Director & Matt Cordray, City Treasurer

**Date:** January 31, 2022

**Re:** Budget Process Recommendation

At the January 25, 2022 Committee-of-the-Whole meeting, the C.O.W. directed the City Administrator and City Treasurer to prepare a procedure and/or process for Council to consider following during the budget process.

### RECOMMENDATION:

- ❖ Each year, Council will hold a pre-budget study session during the last week of July. At the study session, Council will submit budget recommendations and/or wish list items to be included in the upcoming budget.
- ❖ During the July study session, staff will provide an updated report identifying the status of each Councilmembers wish list items from the previous year.
- ❖ Staff will follow the annual budget preparation procedures and deadlines for cities found in Chapter 35A.33 RCW and the Budget Preparation Calendar (see attachments).
- ❖ During the month of August, staff begins the budget process and submits the first budget draft to the City Treasurer by the first week in September.
- ❖ The City Treasurer reviews the budget information and makes minor corrections and/or requires each Department Director to check and/or adjust the information if needed.
- ❖ The City Treasurer and City Administrator meet to review all department requests and make minor adjustments/modifications with the goal of providing a balance budget to the Mayor.
- ❖ The Mayor, City Treasurer and City Administrator meet to review all department budget requests.
- ❖ The Mayor submits a balance budget to the Council for consideration. The budget information also addresses the Council's wish list items with a recommendation of funding options.
- ❖ Council holds study sessions during the months of October and November in order to change, modify and/or approve the proposed budget.

## 2022 Budget Preparation Calendar

Steps in Budget Preparation	Date - 2021	Statutorily Required
<b>Distribution of 2022 budget worksheets</b> to Department Heads to prepare estimates of revenue and expenditures for 2022.	Aug 11	NLT 2nd Monday in September
<b>Estimates are to be filed</b> with the City Treasurer	Sep 7	NLT 4th Monday in September
Proposed <b>department budgets reviewed</b> with the City Administrator and City Treasurer for modification, revision or additions.	Sep 13 thru Sep 17	NLT the first bus. day in October
<b>City Administrator and City Treasurer review budget estimates with Mayor.</b>	by Sep 17	
The <b>Mayor files preliminary budget</b> with the City Clerk. Copies of the Budget Summary to City Council members.	Sep 22	NLT 1st Monday in October
City Administrator, City Treasurer and Department Heads hold <b>final review of budget estimates.</b>	Sep 27 thru Oct 1	
<b>City Council holds a public hearing on revenue sources</b> for coming year's current expense budget, including consideration of possible increases in property tax revenues	Oct 12	Before council votes on property tax levy
<b>Mayor/City Administrator prepares and forwards the preliminary budget</b> and budget message to the City Clerk	Oct 26	At least 60 days before the ensuing fiscal year.
City Clerk <b>publishes notice</b> of filing of preliminary budget and publishes notice of public hearing on it once a week for two consecutive weeks	Nov 3 Nov 10	Published during the first two weeks in November.
City Council <b>adopts W/S/G/I rates</b> for <i>1/1/2022 billing</i>	Nov 9	
City Council <b>sets tax levies</b> for coming year <b>Due to Yakima County on or before Nov 20th</b>	Nov 9	NLT Nov. 30th
City Council <b>holds study sessions</b> on the budget or parts of the budget with the City Administrator and department heads. Study sessions = "hearings"	Oct 4, 11 & 18 Oct 25 & Nov 1	Prior to the final hearing
Copies of the <b>preliminary budget are made available</b> to citizens upon request	Nov 12	NLT six weeks before January 1
<b>Final public hearing</b> on proposed budget	Nov 23	NLT 1st Monday of December
<b>Adoption of budget</b> for next fiscal year. Following final hearing.	Dec 14	NLT 12/31/21

After adoption, send copies to the State Auditor's Office and Municipal Research



# 2022 Budget Calendar – Cities and Towns

The annual budget preparation procedures and deadlines for cities are found in [chapter 35A.33 RCW](#) (code cities) and [chapter 35.33 RCW](#) (all other cities and towns except Seattle) and outlined below. For cities that budget on a biennial basis, the current biennium is 2021-2022, which means they will be conducting the mid-biennium review and adjustment this year. (For more information, see our page on [Biennial Budgeting](#).)

Most of the pre-budget items listed below are recommendations only and are not required by statute. The rest of the items are based on statutory deadlines; cities and towns can take these steps earlier than listed or adopt different deadlines for some of these steps by ordinance or charter. We recommend that each city and town develop a timeline that best meets its needs, ensures compliance with the statutes, and provides sufficient time to prepare this vital financial plan.

For examples of budget preparation calendars adopted by cities and towns, see our webpage [2022 Budget Calendar for Cities and Towns](#). For a detailed explanation of the budget requirements, as well as some helpful practice tips, see our webpage [Budget Preparation Procedures for Cities and Towns](#).

<p>March— August</p>	<p><b>Pre-Budget Items</b></p> <ul style="list-style-type: none"> <li>Council retreat.</li> <li>Update and/or adopt financial policies.</li> <li>Public hearings for capital facility plan updates.</li> <li>Public forums or community outreach (ex: community priorities).</li> <li>Mayor/Manager communicates budget objectives to staff.</li> </ul>
<p>September</p>	<ul style="list-style-type: none"> <li><b>Sept 13</b> Budget request to all department heads.</li> <li><b>Sept 13–26</b> Department heads prepare estimates of revenues and expenditures. Clerk prepares estimates for debt service and all other estimates.</li> <li><b>Sept 25</b> Implicit price deflator calculated (only applies to cities of 10,000+ population).</li> <li><b>Sept 27</b> Budget estimates from department heads filed with clerk.</li> </ul>
<p>October</p>	<ul style="list-style-type: none"> <li><b>Oct 1</b> Clerk provides estimates filed by department heads to Mayor/Manager showing complete financial program.</li> <li><b>Oct 4</b> Mayor/Manager provides Council with estimates of revenues from all sources including estimates prepared by clerk for consideration of setting property tax levy.</li> <li><b>Mid-October to Mid-November (suggested)</b> Required public hearing on revenue sources including possible increases in property tax.</li> </ul>
<p>November</p>	<ul style="list-style-type: none"> <li><b>Nov 2</b> Mayor/Manager prepares preliminary budget and budget message. Files with clerk and council.</li> <li><b>Nov 1–18</b> Publication notice of preliminary budget and final hearing.</li> <li><b>Nov 1–25</b> Public hearing(s) on preliminary budget. Public hearing on revenue sources for levy setting.</li> <li><b>Nov 20</b> Copies of budget available to public</li> <li><b>Nov 30</b> Property tax levies set by ordinance and filed with the County.</li> </ul>
<p>December</p>	<ul style="list-style-type: none"> <li><b>Dec 6</b> Final budget hearing.</li> <li><b>Dec 31</b> Budget adoption.</li> </ul>





# Memorandum

**To:** Mayor/Council

**From:** Matthew Cordray/City Treasurer

**Date:** February 15, 2022

**Re:** 2022 Budget Postponements

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In November 2021, staff presented to Council 2022 Budget Recommendations that would help balance the 2022 proposed budget. At that time, staff and Council agreed to re-open/revisit the deleted budget appropriations in February 2022 after the City Treasurer presented the actual fund balances.

Earlier this month, I brought forth a budget amendment request that is to be approved at the February 22<sup>nd</sup> Council meeting. The amendment shows a Current Expense 2022 ending fund balance of \$165,000. Within the last week, two new items have been presented that were not included in the 2022 budget. They are \$8,000 to Yakima County for alcohol abuse programs and a \$42,000 cash out for early retirement in the police department. This will bring the ending fund balance down to \$115,000.

In light of this new information and with ongoing police union negotiations and discussions regarding the use of ARPA funds, it is my recommendation that we continue to postpone the budget items to a future date.

### Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
<b>* Current Expense Fund</b>					
Original 2022 Budget	976,690	5,820,270	6,729,555	67,405	6,796,960
Amendment Amount	98,000			98,000	98,000
<b>Amended Total</b>	<b>1,074,690</b>	<b>5,820,270</b>	<b>6,729,555</b>	<b>* 165,405</b>	<b>6,894,960</b>
<b>E.M.S. Fund</b>					
Original 2022 Budget	66,720	426,900	435,950	57,670	493,620
Amendment Amount	20,000			20,000	20,000
<b>Amended Total</b>	<b>86,720</b>	<b>426,900</b>	<b>435,950</b>	<b>77,670</b>	<b>513,620</b>
<b>Yakima Co. Law &amp; Justice Tax</b>					
Original 2022 Budget	348,000	331,200	360,500	318,700	679,200
Amendment Amount	36,000			36,000	36,000
<b>Amended Total</b>	<b>384,000</b>	<b>331,200</b>	<b>360,500</b>	<b>354,700</b>	<b>715,200</b>
<b>Street Fund</b>					
Original 2022 Budget	387,885	595,500	875,155	108,230	983,385
Amendment Amount	30,000			30,000	30,000
<b>Amended Total</b>	<b>417,885</b>	<b>595,500</b>	<b>875,155</b>	<b>138,230</b>	<b>1,013,385</b>
<b>TBD Fund</b>					
Original 2022 Budget	343,195	186,200	66,750	462,645	529,395
Amendment Amount	16,000			16,000	16,000
<b>Amended Total</b>	<b>359,195</b>	<b>186,200</b>	<b>66,750</b>	<b>478,645</b>	<b>545,395</b>
<b>Capital Improvement Fund</b>					
Original 2022 Budget	788,550	201,500	550,000	440,050	990,050
Amendment Amount	26,000			26,000	26,000
<b>Amended Total</b>	<b>814,550</b>	<b>201,500</b>	<b>550,000</b>	<b>466,050</b>	<b>1,016,050</b>
<b>Water Fund</b>					
Original 2022 Budget	6,784,625	2,532,350	2,716,075	6,600,900	9,316,975
Amendment Amount	199,000			199,000	199,000
<b>Amended Total</b>	<b>6,983,625</b>	<b>2,532,350</b>	<b>2,716,075</b>	<b>6,799,900</b>	<b>9,515,975</b>
<b>Sewer Fund</b>					
Original 2022 Budget	7,211,675	5,127,355	4,968,270	7,370,760	12,339,030
Amendment Amount	(106,000)			(106,000)	(106,000)
<b>Amended Total</b>	<b>7,105,675</b>	<b>5,127,355</b>	<b>4,968,270</b>	<b>7,264,760</b>	<b>12,233,030</b>

## 2022 BUDGET RECOMMENDATIONS

The following items are for your consideration as potential budget reductions in order to properly balance the 2022 budget as required by state regulations.

The idea and/or recommendation is to balance the budget now and to revisit the budget appropriations in February 2022. Council should prioritize the potential reductions which can be reconsidered during the February timeframe should the City's financial outlook improve.

Recommendations as follows:

Priority Scale				
Low	Medium	High		
1	2	3	4	5

DEPARTMENT	FUNDS	PRIORITY	ELIMINATE/ POSTPONE
1. Council Retreat	\$ 15,000		Postpone
2. Executive Admin (reduced travel)	\$ 800		Eliminate
3. Code Enforcement (reduced employee by 50%)	\$ 32,000		Postpone
4. Economic Development Budget:			
❖ Professional Services	\$ 50,000		Postpone
❖ Economic Development & Communication Director	\$ 82,000		Postpone
5. Parks Department:			
❖ Reduce FTE by	\$ 10,000		Eliminate
❖ Pathway paving	\$ 10,000		Eliminate
❖ Irrigation phase-5	\$ 5,000		Postpone
❖ Playground chips	\$ 5,000		Postpone
❖ Tree Planting	\$ 1,000		Postpone
❖ Building maintenance	\$ 25,000		Postpone
❖ Dykstra restroom	\$ 11,000		Postpone
6. Electronic sign	\$ 50,000		Moved to ARPA Fund
7. Police Department:			
❖ Clerk	\$ 60,000		Postpone
❖ Investigation – 1 Detective	\$ 75,000		Postpone
❖ Dispatch	\$ 51,000		Postpone
❖ October new hire	\$ 16,500		Postpone
❖ Delay three new hires until April	\$ 48,000		Postpone
8. Fire Department:			
❖ Training Officer	\$ 25,000		Moved to EMS Fund
9. Transfer Out to Street Fund	\$ 50,000		Eliminate
<b>Total estimated savings</b>	<b>\$622,300</b>		

**GRANDVIEW CITY COUNCIL  
SPECIAL MEETING MINUTES – BUDGET  
NOVEMBER 1, 2021**

**1. CALL TO ORDER**

Mayor Gloria Mendoza called the special meeting to order at 6:00 p.m. in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

Present in person: Mayor Mendoza and Councilmembers David Diaz, Bill Moore, Robert Ozuna, Javier Rodriguez and Joan Souders (6:05)

Present via teleconference: Councilmember Mike Everett

Absent: Councilmember Diana Jennings

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Police Chief Kal Fuller, Fire Chief Pat Mason, Parks & Recreation Director Gretchen Chronis, Library Director Elizabeth Jahnke, Assistant Police Chief Seth Bailey, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

**2. 2022 PRELIMINARY BUDGET**

**2022 Revenue and Expenditure Estimates**

Mayor Mendoza began the meeting by reading the "Mayor Budget Message," a copy of which is attached hereto and incorporated herein as part of these minutes.

City Treasurer Cordray continued the presentation of the 2022 preliminary budget. He advised at the last budget meeting that the Current Expense Fund was still \$550,000 over budget and reductions would be necessary to balance the budget.

**On motion by Councilmember Everett, second by Councilmember Rodriguez, Council eliminated the Council Retreat in the amount of \$15,000 from the 2022 preliminary budget and postponed the item to February 2022 for reconsideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**On motion by Councilmember Ozuna, second by Councilmember Diaz, Council reduced Executive/Administration travel by \$300.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes

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

**On motion by Councilmember Souders, second by Councilmember Diaz, Council eliminated Code Enforcement in the amount of \$32,000 from the 2022 preliminary budget and postponed the item to February 2022 for reconsideration.**

**Roll Call Vote:**

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**On motion by Councilmember Ozuna, second by Councilmember Diaz, Council eliminated Professional Services (grant writing) in the amount of \$50,000 from the 2022 preliminary budget and postponed the item to February 2022 for reconsideration**

**Roll Call Vote:**

- Councilmember Diaz – Yes
- Councilmember Everett – No
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – No
- Councilmember Souders – No
- Mayor Mendoza – Yes (tie vote)

**On motion by Councilmember Souders, second by Councilmember Diaz, Council eliminated the Economic Development & Communication Director in the amount of \$82,000 from the 2022 preliminary budget.**

**Roll Call Vote:**

- Councilmember Diaz – Yes
- Councilmember Everett – No
- Councilmember Moore – No
- Councilmember Ozuna – No
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes
- Mayor Mendoza – No (tie vote)

**On motion by Councilmember Everett, second by Councilmember Ozuna, Council amended the previous motion to eliminate the Economic Development & Communication Director in the amount of \$82,000 from the 2022 preliminary budget and postpone the item to February 2022 for reconsideration.**

Roll Call Vote:

- Councilmember Diaz – No
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – No
- Councilmember Souders – No
- Mayor Mendoza – Yes (tie vote)

**On motion by Councilmember Ozuna, second by Councilmember Diaz, Council reduced the Parks Department FTE in the amount of \$10,000 from the 2022 preliminary budget.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**On motion by Councilmember Diaz, second by Councilmember Ozuna, Council eliminated the Dykstra Park pathway paving in the amount of \$10,000 from the 2022 preliminary budget.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**On motion by Councilmember Ozuna, second by Councilmember Moore, Council eliminated the Dykstra Park irrigation phase-5 in the amount of \$5,000 from the 2022 preliminary budget and postponed the item to February 2022 for reconsideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**On motion by Councilmember Souders, second by Councilmember Rodriguez, Council eliminated the playground chips in the amount of \$5,000 and the tree planting in the amount of \$1,000 from the 2022 preliminary budget and postponed the item to February 2022 for reconsideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**On motion by Councilmember Rodriguez, second by Councilmember Souders, Council eliminated the Country Park building maintenance in the amount of \$25,000 and the Dykstra Park restroom improvements in the amount of \$11,000 from the 2022 preliminary budget and postponed the item to February 2022 for reconsideration.**

City Treasurer Cordray noted that the electronic sign was moved from the Current Expense Fund and to the ARPA Fund.

**On motion by Councilmember Everett, second by Councilmember Souders, Council eliminated the Police Department Clerk position in the amount of \$60,000 and postponed the item to February 2022 for reconsideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**On motion by Councilmember Diaz, second by Councilmember Ozuna, Council eliminated the Police Department Investigation Detective position in the amount of \$75,000 from the 2022 preliminary budget and postponed the item to February 2022 for reconsideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**On motion by Councilmember Souders, second by Councilmember Diaz, Council eliminated the Police Department Dispatch position in the amount of \$51,000 and postponed the item to February 2022 for reconsideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes

- Councilmember Souders – Yes

**On motion by Councilmember Diaz, second by Councilmember Rodriguez, Council eliminated the October Police Officer new hire in the amount of \$16,500 and postponed the item to February 2022 for reconsideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**On motion by Councilmember Ozuna, second by Councilmember Everett, Council eliminated the three Police Officer new hires until April 2022 and postponed the item to February 2022 for reconsideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**On motion by Councilmember Ozuna, second by Councilmember Moore, Council moved the Fire Department Training Officer position in the amount of \$25,000 from the Current Expense Fund to the EMS Fund.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

City Treasurer Cordray noted that the transfer out to Street Fund was previously eliminated from the 2022 preliminary budget.

**On motion by Councilmember Everett, second by Councilmember Souders, Council changed the Current Expense Fund Reserve goal from 15% to 10%.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes



- Councilmember Souders – Yes

3. **ADJOURNMENT**

The special meeting adjourned at 7:40 p.m.

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk