

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, AUGUST 23, 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. Mainstreet Grandview – Street Sound System 1
  - B. Resolution waiving the requirements of the State bid law to allow a purchase involving special facilities or market conditions – 1999 International 4900 Boom Truck 2-4
  - C. Resolution authorizing the Mayor to sign a contract for Indigent Defense Services with the Law Office of Beck and Phillips, PLLC 5-17
  - D. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010122GV Amendment #1 with the Yakima Valley Conference of Governments 18-24
  - E. Resolution approving Task Order No. 2022-02 with HLA Engineering and Land Surveying, Inc., for the Source Well Improvements 25-33
  - F. Resolution approving Task Order No. 2022-04 with HLA Engineering and Land Surveying, Inc., for the Water Telemetry System Improvements 34-37
  - G. Resolution declaring Police firearms as surplus and authorizing destruction of the firearms 38-42
  - H. Resolution declaring certain City property from the Police Department as surplus and authorizing disposal by public auction, sale or trade 43-44
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, August 23, 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/88343081029?pwd=aXhmTGtKZ3NSVmRDVk9EZnZHRTIVZz09>

Meeting ID: 883 4308 1029

Passcode: 858905

To join via phone: +1 253 215 8782 US

Meeting ID: 883 4308 1029

Passcode: 858905

**Anita Palacios**

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**From:** Ray Vining <rdvining@gmail.com>  
**Sent:** Friday, August 5, 2022 8:30 AM  
**To:** Anita Palacios  
**Subject:** Aug 23 Council of the Whole

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**CAUTION:** External Email

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The Mainstreet Grandview Assn would like 15 minutes to present at the August 23 Council of the Whole. The topic will be information on a "Street Sound System". The presentation will be by Grandview businesses interested in the sound system, a business person from Prosser to tell us about Prossers systems benefits and form Ray Vining presenting details of location and costs.

Ray Vining  
President Mainstreet Grandview

--

Your prompt response makes it possible to make informed decisions to benefit our properties and program!

...No amount of failure could flag his spirits, and he scrambled over every obstacle with the kind of good humor and determination that makes a person fun.

....from Michael Blakes' Dances with Wolves

My goal is to bring people together to build good for others thereby increasing the level of good fellowship and a little better world.

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

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
WAIVING THE REQUIREMENTS OF THE STATE BID LAW TO ALLOW A  
PURCHASE INVOLVING SPECIAL FACILITIES OR MARKET CONDITIONS**

**WHEREAS**, the City currently owns a 1977 used boom truck that was purchased in 1998 through military surplus; and,

**WHEREAS**, said boom truck is having maintenance issues and parts are unavailable for repairs; and,

**WHEREAS**, said boom truck has outlived its useful life and is considered unsafe, obsolete and needs to be replaced; and,

**WHEREAS**, the City Council previously amended the budget to allocate \$60,000 towards the purchase of a replacement boom truck; and

**WHEREAS**, upon investigation, City staff have determined that the cost of purchasing a new boom truck is likely to exceed \$250,000; and,

**WHEREAS**, City staff have located a used 1999 International 4900 Boom Truck with 84,504 miles and 9,739 running hours on the PTO system for sale in the amount of \$25,041.25; and,

**WHEREAS**, RCW 39.04.280(1)(b) provides an exception to the state bidding requirements for purchases that involve special facilities or market conditions; and

**WHEREAS**, for reasons set forth above, including the unique market conditions relating to the purchase of new and used boom trucks, the City Council has determined it to be in the best interest of the City and its residents to waive the competitive bid requirements pursuant to RCW 39.04.280(1)(b); and

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

The Public Works Department is authorized to purchase a 1999 International 4900 Boom Truck with 84,504 miles and 9,739 running hours on the PTO system for sale in the amount of \$25,041.25 without going to competitive bid per RCW 39.04.280(1)(b).

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on August 23, 2022.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**Heaverlo NW Inc.**

*Everything Sold "AS IS WHERE IS"*

**INVOICE**

1212 S. Keys Rd., Yakima, WA. 98901

Phone: 509-453-4340

Email: info@heaverloauctions.com

INVOICE #072022

DATE: 07/28/2022

**BILL TO:**

City of Grandview  
603 North Wiliboughby  
Grandview, WA. 98930  
509-882-9200

**SHIP TO:**

| SALESPERSON | P.O. NUMBER | REQUISITIONER | SHIPPED VIA | F.O.B. POINT | TERMS          |
|-------------|-------------|---------------|-------------|--------------|----------------|
| RL          |             |               |             |              | Due on receipt |

| LOT # | DESCRIPTION               | UNIT PRICE | TOTAL     |
|-------|---------------------------|------------|-----------|
| 1092  | 1999 INTL 4900 BOOM TRUCK |            | 23,000.00 |
|       | VIN #1HTSHADROXH571678    |            |           |
|       | Miles; 84504              |            |           |
|       | Hours; 9739               |            |           |
|       |                           |            |           |
|       |                           |            |           |
|       |                           |            |           |
|       |                           |            |           |

|                    |                  |
|--------------------|------------------|
| SUBTOTAL           | 23,000.00        |
| SALES TAX          | 1,840.00         |
| LICENSE-TRANSFER   | 61.25            |
| NEGOTIABLE DOC FEE | 140.00           |
| <b>TOTAL DUE</b>   | <b>25,041.25</b> |


Make all checks payable to Heaverlo NW Inc.

**THANK YOU FOR YOUR BUSINESS!**

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

|   |   |
|---|---|
| <b>ITEM TITLE</b><br><br>Resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Offices of Beck and Phillips, PLLC | <b>AGENDA NO.</b> New Business 4 (C)<br><br><b>AGENDA DATE:</b> August 23, 2022 |
| <b>DEPARTMENT</b><br><br>City Attorney & City Clerk   | <b>FUNDING CERTIFICATION</b> (City Treasurer)<br>(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. The City has contracted with the Law Office of Beck and Phillips, PLLC for indigent defense services since September 2012. The Public Defender Agreement with the Law Office of Beck and Phillips, PLLC was renegotiated for an additional two (2) year term commencing January 1, 2013 and expiring December 31, 2024, copy attached.

Following the Wilbur v. City of Mt. Vernon decision (W.D. Wash. 2013), the City assessed the current system of providing indigent defense services and the current Public Defender Agreement reflects a caseload limit, the reimbursement of costs for investigators and experts, warranty of public defender and quarterly reporting requirements.

**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 a two (2) year contract renewal with a ten (10) percent year over year escalation. The annual increase in compensation was necessary to account for the cost of living/inflationary environment of the current economy and their experience.

**ACTION PROPOSED**

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

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

**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 two (2) year term commencing January 1, 2023; 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 \_\_\_\_\_, 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 \_\_\_\_\_ 2022, 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 350 cases per year. 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 \$5,000 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 \$5,000 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 \$2,000 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, 2023 and run for two years, with a final expiration date of on December 31, 2024.

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

- Commencing January 1, 2023: \$97,700
- Commencing January 1, 2024 \$107,470

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 \_\_\_\_\_, 2022.

**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:  
  
\_\_\_\_\_  
City Clerk

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

Dated: \_\_\_\_\_, 2022



## 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**

|   |  |
|---|--|
| <b>ITEM TITLE</b>   | <b>AGENDA NO.:</b> New Business 4 (D)                            |
| Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010122GV Amendment #1 with the Yakima Valley Conference of Governments | <b>AGENDA DATE:</b> August 23, 2022                              |
| <b>DEPARTMENT</b>   | <b>FUNDING CERTIFICATION</b> (City Treasurer)<br>(If applicable) |
| Planning  |  |

**DEPARTMENT DIRECTOR REVIEW**

Anita Palacios, City Clerk/HR (Planning) 

**CITY ADMINISTRATOR** **MAYOR**

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

Each year, the City contracts with the Yakima Valley Conference of Governments to provide technical assistance to staff regarding planning and land use applications.

On January 25, 2022, Council approved Resolution No. 2022-02, authorizing the Mayor to sign the Technical Assistance Contract No. 010122GV with the Yakima Valley Conference of Governments (YVCOG) in the amount of \$10,000.

**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.

Due to the increased volume of land use applications being processed since January 2022 and contracting with YVCOG to facilitate the Council Retreat held on August 3, 2022, the City has expended the original contract amount of \$10,000. The Council Retreat was budgeted and would be paid through ARPA funds. Staff recommends increasing the contract amount an additional \$20,000, bringing the total amount of the original contract to \$30,000.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010122GV Amendment #1 with the Yakima Valley Conference of Governments to a regular Council meeting for consideration.

**Anita Palacios**

---

**From:** Tamara Hayward <tamara.hayward@yvcog.org>  
**Sent:** Wednesday, August 10, 2022 5:46 PM  
**To:** Anita Palacios  
**Cc:** Cus Arteaga  
**Subject:** YVCOG / GV TA - July 2022 Invoice  
**Attachments:** 07-2022 GV TA.pdf; GV TA - 2022 - signedcw.pdf; GV TA - Amdmt 1.doc

**Importance:** High

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**CAUTION:** External Email

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Good afternoon,

Attached is YVCOG's July invoice. Our original contract amount has been exceeded by \$774.44, so I am including a blank amendment form for your City Council's review.

Please don't hesitate to reach out with any questions or concerns.

Thank you and have a great day!  
Tami

---

*Tami Hayward, Finance Specialist*

Yakima Valley Conference of Governments  
311 N. 4<sup>th</sup> Street, Suite 204  
Yakima, WA 98901  
Phone: 509-574-1550 / Direct: 509-759-7987



**RESOLUTION NO. 2022-02**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT  
NO. 010122GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

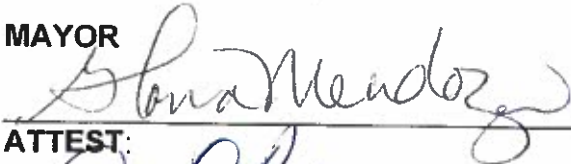
**WHEREAS**, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

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

The Mayor is hereby authorized to sign the Technical Assistance Contract No. 010122GV with the Yakima Valley Conference of Governments 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 January 25, 2022.

**MAYOR**

  
\_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

**CITY ATTORNEY**

CITY OF GRANDVIEW  
TECHNICAL ASSISTANCE CONTRACT NO. 010122GV

THIS CONTRACT, entered into this 25th day of January, 2022 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of GRANDVIEW, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Gloria Mendoza, Mayor, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services. Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor or City Administrator;

1.2 Develop or assist with GIS for community projects as requested by the Mayor or City Administrator;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

2. Time of Performance. The services provided by the Conference pursuant to this contract shall:

commence on January 1, 2022 and shall end on December 31, 2022.

commence on \_\_\_\_\_, 2022 and shall end on \_\_\_\_\_, 2022.

3. Access to Information. It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. Compensation and Method of Payment. The maximum amount of compensation and reimbursement

to be paid by the City hereunder shall not exceed \$ 10,000.00 for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the

Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement for the year 2022, at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF  
GOVERNMENTS

BY: \_\_\_\_\_

Conference Chair

Tamara

ATTEST: Hayward

Secretary

Digitally signed by Christina Wintershage  
DN: cn=Christina Wintershage, o=Yakima  
Valley Conference of Governments, ou  
email=Chris.Wintershage@yvcog.org, c=US  
Date: 2022.01.26 13:35:50 -0800

Digitally signed by Tamara Hayward  
DN: cn=Tamara Hayward, o=Yakima  
Valley Conference of Governments, ou  
email=tamara.hayward@yvcog.org, c=US  
Date: 2022.01.26 14:42:13 -0800

CITY OF GRANDVIEW  
YAKIMA COUNTY

BY: \_\_\_\_\_

Mayor Gloria Mendoza

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

Anita Palacios, City Clerk



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

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE  
CONTRACT NO. 010122GV AMENDMENT #1 WITH THE  
YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

**WHEREAS**, the City of Grandview entered into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance for the year 2022, and,

**WHEREAS**, it is necessary to amend the Compensation and Method of Payment section of the contract to increase the original contract amount from \$10,000.00 to \$30,000.00,

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

The Mayor is hereby authorized to sign the Technical Assistance Contract No. 010122GV Amendment #1 with the Yakima Valley Conference of Governments 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 \_\_\_\_\_, 2022.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

CITY OF GRANDVIEW  
TECHNICAL ASSISTANCE CONTRACT  
AMENDMENT #1

THIS AMENDMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, hereunto duly authorized, and the City of Grandview, a municipal corporation located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Mayor Gloria Mendoza, hereunto duly authorized;

WITNESSETH THAT;

WHEREAS, on January 25, 2022 the City contracted with the Conference for certain technical planning assistance; and,

WHEREAS, it is necessary to amend certain sections of the contract;

NOW, THEREFORE, the parties do mutually agree, to modify the contract to provide the following:

Compensation and Method of Payment:

The amount of the original contract will be increased by an additional \$20,000.00, bringing the total amount of the original contract to \$30,000.00.

All other provisions of said contract remain unchanged.

YAKIMA VALLEY CONFERENCE  
OF GOVERNMENTS

CITY OF GRANDVIEW  
YAKIMA COUNTY

\_\_\_\_\_  
James A. Restucci, Conference Chair

\_\_\_\_\_  
Gloria Mendoza, Mayor

ATTEST: \_\_\_\_\_  
Secretary

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

|  |  |
|--|--|
| <b>ITEM TITLE</b><br><br>Resolution approving Task Order No. 2022-02 with HLA Engineering and Land Surveying, Inc., for the Source Well Improvements | <b>AGENDA NO.:</b> New Business 4 (E)<br><br><b>AGENDA DATE:</b> August 23, 2022 |
| <b>DEPARTMENT</b><br><br>Public Works Department   | <b>FUNDING CERTIFICATION</b> (City Treasurer)<br>(If applicable)                 |

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director 

**CITY ADMINISTRATOR**  **MAYOR** 

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

Grandview's source well capacity has declined from 5,420 gpm when originally constructed to 3,299 gpm in 2022. Well performance issues due to poor water quality and biofouling are primary causes of the drop in well capacity.

The City applied for and received a \$3.5 million loan from the Department of Health (DOH) for the construction of a new well. Council approved the loan agreement with the Department of Health on April 26, 2022.

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

The City has experienced a large amount of new residential construction and a decline in water production. Funding for construction of a new well was received from the DOH and Council also appropriated \$500,000 from the ARPA funding to help support the new well project.

Attached is Task Order No. 2022-02 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Source Well Improvements in the amount of \$15,000 for environmental, historical and cultural review, \$309,525 for design engineering, \$312,000 for construction engineering, \$96,525 for electrical design and programming, and \$57,750 for hydrogeological services with a total fee for services in the amount of \$790,800.

**ACTION PROPOSED**

Move a resolution approving Task Order No. 2022-02 with HLA Engineering and Land Surveying, Inc., for the Source Well Improvements to a regular Council meeting for consideration.

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

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2022-02 WITH HLA ENGINEERING  
AND LAND SURVEYING, INC., FOR THE SOURCE WELL IMPROVEMENTS**

**WHEREAS**, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

**WHEREAS**, the City would like to enter into a Task Order with HLA to provide professional engineering services for the Source Well Improvements,

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

The Mayor is hereby authorized to sign Task Order No. 2022-02 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Source Well Improvements with a total fee for services in the amount of \$790,800 in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on \_\_\_\_\_, 2022.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**TASK ORDER NO. 2022-02**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Source Well Improvements**  
**HLA Project No. 22149E**

Grandview's source well capacity has declined from 5,420 gpm when originally constructed to 3,299 gpm in 2022. Well performance issues due to poor water quality and biofouling are primary causes of the drop in well capacity. To provide a reliable source of supply matching allowed well capacity, the cost-effective solution is to develop a new source well and rehabilitate an existing City well. The new well will be designed for a withdrawal rate of 1,500 gpm. The proposed improvements will include drilling a new well into the Wanapum Basalt Aquifer, constructing a building to house piping, accessories, and electrical and control equipment, and rehabilitating an existing City well. The building will be properly ventilated, safety and reliability improved, and the risk of well contamination reduced through modern well construction and sealing methods.

The improvements will be approached in two steps, with preparation of separate contract documents and bidding for each step. The first step will consist of selection of a well driller, drilling and developing the new well, establishing the maximum instantaneous withdrawal rate, and sizing the new well pump. The second step begins with design of the building and appurtenances based on the well capacity and pump size. Contract documents will be prepared, and a building contractor will be selected. This two-step approach reduces costs and matches the above ground facilities to the well capacity.

The project is funded through the Drinking Water State Revolving Fund (DWSRF) loan program.

**SCOPE OF SERVICES:**

At the direction of the City of Grandview (CITY), HLA shall provide professional engineering services for the New Source Well Project (PROJECT). HLA services shall include the following:

**1.0 Project Administration**

- 1.1 Assist CITY with financial and construction management requirements of funding agency.
- 1.2 Assist CITY with securing approval of such governmental authorities with jurisdiction over design criteria applicable to the PROJECT.
- 1.3 Assist CITY with funding agency reimbursement process.
- 1.4 Assist CITY with funding agency PROJECT closeout process.
- 1.5 Review water quality testing results and make recommendations to CITY, as needed.
- 1.6 Prepare and submit final well source approval information to the Washington State Department of Health (DOH) for review and approval.
- 1.7 Prepare and submit DOH construction completion report(s) and updated water facility inventory (WFI) form, as required.

## **2.0 Environmental, Historical, and Cultural Review**

- 2.1 Perform environmental services, including a Section 106 Archaeological Resource Survey and consultation with the Washington State Department of Archeology and Historic Preservation (DAHP).
- 2.2 Submit an EZ-1 form and maps using the updated EZ-1 form. Include any changes to scope of work.
- 2.3 Identify the area of potential effect (APE) as early as possible in the process to avoid additional reviews later. The APE must include staging areas and other elements of the PROJECT.
- 2.4 Submit an Inadvertent Discovery Plan (IDP) to be approved by the Office of Drinking Water, Washington State Department of Health. Use the template available upon request.
- 2.5 Prepare the State Environmental Policy Act (SEPA) checklist and Determination of Non-Significance (DNS). Assist with publication and submittal of the checklist and environmental determination to the Office of Drinking Water, Washington State Department of Health.

## **3.0 Design Engineering**

This phase results in the preparation of two (2) separate bid packages: one for well drilling and testing, and one for well pump installation and construction of the well control building. Additional bid packages will be considered additional services. Tasks for each package are similar but may differ slightly as noted below.

- 3.1 Perform field topographic survey of the proposed PROJECT area as required to complete design, plans, and specifications for the improvements.
- 3.2 Review topographic survey data; set property boundaries and establish proposed easement boundaries; prepare preliminary well site layout plans for review with CITY.
- 3.3 Conduct site visit with CITY to review proposed preliminary well site layout. Perform field investigations necessary to design the identified improvements.
- 3.4 Stake proposed new well location for review and approval by Yakima County Health District and/or DOH representative(s). Meet with agency representatives on site to review proposed well location, as required.
- 3.5 Review available well log and hydrogeologic data to establish proposed new well depth and aquifer characteristics necessary for design of new well.
- 3.6 Prepare preliminary well drilling design plans and specifications for review and approval by the CITY and DOH.
- 3.7 Review and discuss preliminary well drilling plans with CITY staff.
- 3.8 Incorporate CITY and DOH review comments and prepare final well drilling design plans, specifications, and estimate for improvements, as authorized by the CITY.
- 3.9 Furnish one (1) electronic and six (6) paper copies of final well drilling plans and specifications for bidding and construction contracts.
- 3.10 Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees will be paid by the CITY.
- 3.11 Transmit plans and specifications to dry utility companies, including power, cable, natural gas, and telephone to advise them of pending construction.

- 3.12 Provide contract documents to potential bidders, as requested, and maintain planholders list.
- 3.13 Answer questions and supply information requested by prospective bidders.
- 3.14 Prepare and issue addenda to contract documents, if necessary.
- 3.15 Attend bid opening and participate in prospective bidder evaluation process.
- 3.16 Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- 3.17 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.
- 3.18 Prepare preliminary well control building and site design plans and specifications for review and discussion with the CITY.
- 3.19 Begin preliminary electrical and HVAC design, including preliminary generator selection and sizing.
- 3.20 Coordinate design with utility companies; prepare permanent power service request; meet with utility company representatives on site to review proposed improvements.
- 3.21 Following completion of well drilling and testing to establish final well yield (capacity) and drawdown; prepare final draft well control building and site design plans and specifications for review and approval by CITY and DOH.
- 3.22 Incorporate CITY and DOH review comments and prepare final well control building and site design plans, specifications, and estimate for improvements, as authorized by the CITY.
- 3.23 Furnish one (1) electronic and six (6) paper copies of final well control building plans and specifications for bidding and construction contracts.
- 3.24 Prepare advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees will be paid by the CITY.
- 3.25 Transmit plans and specifications to dry utility companies, including power, cable, natural gas, and telephone to advise them of pending construction.
- 3.26 Provide contract documents to potential bidders, as requested, and maintain planholders list.
- 3.27 Answer questions and supply information requested by prospective bidders.
- 3.28 Prepare and issue addenda to contract documents, if necessary.
- 3.29 Attend bid opening and participate in prospective bidder evaluation process.
- 3.30 Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

#### **4.0 Construction Engineering**

Services during construction will be provided for two (2) separate construction projects: one for well drilling and testing, and one for well pump installation and construction of the well control building.

- 4.1 Prepare and transmit Notice of Award to the Contractor.
- 4.2 Coordinate execution of construction contract with the CITY and Contractor, including review of bond and insurance requirements.

- 4.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 4.4 Prepare and issue Notice to Proceed to the Contractor.
- 4.5 Furnish field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
- 4.6 Furnish a qualified resident engineer (inspector) to observe construction and be on the PROJECT site during all significant work. The resident engineer shall provide surveillance of construction for substantial compliance with plans and specifications.
- 4.7 Field measure and/or compute pay item quantities. Prepare and file PROJECT progress reports with the CITY, and provide monthly progress pay estimates to the CITY.
- 4.8 Administer construction meetings (as needed).
- 4.9 Consult and advise the CITY during construction and make a final report of the completed work.
- 4.10 The CITY is required to monitor the Contractor's payment of prevailing wage rates. As part of construction services, HLA will monitor General Contractor and Subcontractor compliance with State labor standards during the construction phase of this PROJECT. This work includes checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
- 4.11 Review Contractor's submission of samples and shop drawings, when applicable.
- 4.12 Review materials testing results for compliance with the plans and specifications.
- 4.13 Prepare and submit proposed contract change orders when applicable.
- 4.14 Perform final walk-through with the CITY and Contractor, and issue final punch list.
- 4.15 Prepare and furnish reproducible record drawings of all completed work from as built drawings furnished by the resident engineer and Contractor. If as-built drawings from the Contractor are not received by HLA within thirty (30) calendar days from the date of the letter of recommendation of PROJECT acceptance, HLA will submit the reproducible record drawings to the CITY with a note stating that no as-built information was received by HLA.

## **5.0 Electrical Design and Programming**

This task includes design, construction, and post-construction phase services. The actual distribution of costs will depend on the level of programming required, so costs may be shifted between tasks 3.0, 4.0, and 5.0, but the total fee amounts will not exceed those listed later.

- 5.1 Review electrical equipment and instrumentation submittals and shop drawings.
- 5.2 Make construction observation site visits, as needed.
- 5.3 Respond to electrical requests for information and prepare change directives, as needed.
- 5.4 Attend and review electrical control panel shop test.
- 5.5 Prepare electrical record drawings.
- 5.6 Program new well PLC and modify existing telemetry master PLC to incorporate new well control into existing system.



- 5.7 Modify existing telemetry system HMI and alarm software/dialer to add new well controls and alarms.
- 5.8 Provide startup and commissioning assistance to place new well in service on the existing telemetry system.

#### **6.0 Hydrogeological Services**

- 6.1. Provide on-call technical support, including well design and technical specification review.
- 6.2. Provide coordination and oversight of well drilling activities to ensure adherence to contract specifications and water rights provisions/requirements.
- 6.3. Document drilling operations, log drill cuttings, collect samples, interpret stratigraphy, observe water production, and review video scan. Assist with screen design, filter pack selection, and well completion intervals.
- 6.4. Observe and document well pump tests and recommend pump test intervals. Record flow rates and drawdown. Supply and deploy field equipment (pressure transducers and meters) needed for the test and not supplied by the well driller.
- 6.5. Prepare well completion and test report documenting well drilling, construction, and testing of the new production well. Recommend pump intake elevation. Provide recommendations for long-term well operation and maintenance.

#### **7.0 Additional Services**

- 7.1. Provide professional engineering and construction services for additional work requested by the CITY that is not included in this Task Order.

#### **8.0 Items to be Furnished and Responsibility of the CITY**

The CITY will provide or perform the following:

- 8.1. Provide full information as to CITY requirements of the work items.
- 8.2. Assist HLA by providing all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction.
- 8.3. Assist HLA with the coordination of improvements with utility companies and adjacent property owners or developers and assist with securing access to private properties along the alignment to gather necessary design information. Provide location for meetings with involved parties.
- 8.4. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time as not to delay the work of HLA.
- 8.5. Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.
- 8.6. Publish and pay for SEPA legal notifications, issue DNS, and complete SEPA process.
- 8.7. Pay for all necessary testing costs not included in this Task Order, including water quality testing of samples collected during the well pump test.
- 8.8. Pay for all necessary permit fees, DOH review fees, and audit costs.

**TIME OF PERFORMANCE:**

Following receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT based on the following anticipated schedule:

**1.0 Project Administration**

Project administration services shall begin immediately following receipt of the signed Task Order and continue until all funding and labor compliance closeout requirements for the PROJECT have been satisfied.

**2.0 Environmental, Historical, and Cultural Review**

Following selection of the preferred well location by the CITY, the environmental, historical, and cultural review services shall begin, and the EZ-1 form shall be prepared and submitted to the controlling authority/authorities within thirty (30) calendar days.

**3.0 Design Engineering**

Plans, specifications, and estimates for all PROJECT elements required for the first bid package (well drilling and testing) shall be provided within one hundred eighty (180) calendar days after receipt of signed Task Order. Plans, specifications, and estimates for all PROJECT elements required for the second bid package (well pump installation and construction of well control building) shall begin after the first construction contract is complete and will be provided within one hundred twenty (120) calendar days after the date the new well capacity is established.

**4.0 Construction Engineering**

Engineering services during construction of the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings. A maximum of two hundred (200) working days has been assumed for the construction of all improvements. This estimate includes providing part-time inspection for eighty (80) working days for drilling the new source well and installing the well pump, and full-time inspection for one hundred twenty (120) working days for construction of the well control building, water main piping, and site improvements. Should either Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, services during construction beyond two hundred (200) total working days shall be considered additional services.

**5.0 Electrical Design and Programming**

Electrical design and programming services will be completed concurrently with Task 3.0 Design Engineering and Task 4.0 Construction Engineering.

**6.0 Hydrogeological Services**

Hydrogeological services will be completed concurrently with Task 3.0 Design Engineering and Task 4.0 Construction Engineering.

**7.0 Additional Services**

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

**FEE FOR SERVICE:**

For the services furnished by HLA as described under this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties. The fees below are based on performing the work in conjunction with other tasks to reduce travel expenses to the CITY.

**1.0 Project Administration**

All work for project administration shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$30,000.00.

**2.0 Environmental, Historical, and Cultural Review**

All work for environmental, historical, and cultural review shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$15,000.00.

**3.0 Design Engineering**

All work for design engineering shall be performed for the lump sum fee of \$309,525.00.

**4.0 Construction Engineering**

All work for construction engineering shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$312,000.00.

**5.0 Electrical Design and Programming**

All work for electrical design and programming shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$96,525.00.

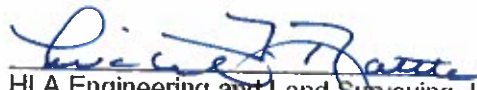
**6.0 Hydrogeological Services**

All work for hydrogeological services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$57,750.00.

**7.0 Additional Services**

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

Proposed:

  
\_\_\_\_\_  
HLA Engineering and Land Surveying, Inc.  
Michael T. Battle, PE, President

8/1/2022  
Date

Approved:

\_\_\_\_\_  
City of Grandview  
Gloria Mendoza, Mayor

\_\_\_\_\_  
Date

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

**ITEM TITLE**

Resolution approving Task Order No. 2022-04 with HLA Engineering and Land Surveying, Inc., for the Water Telemetry System Improvements

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

**AGENDA DATE:** August 23, 2022

**DEPARTMENT**

Public Works Department

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

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director



**CITY ADMINISTRATOR**

**MAYOR**




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

In 2022, Council approved \$500,000 from the ARPA appropriations to be used towards the upcoming well improvement project. One of the components of this project is the computerized telemetry system which helps operate the well motors and also helps monitor and maintain the appropriate water levels in the reservoirs.

**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 Water Department has an outdated telemetry system that is considered obsolete because parts are no longer available. We have been experiencing failures with the current system and at times have seen low water levels in the reservoirs. We are in need of replacing the current system to insure the operations of a safe water system.

Attached is Task Order No. 2022-04 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Water Telemetry System Improvements. All work shall be performed on a time-spent basis at the normal hourly billing rates included in the General Agreement, plus reimbursement for non-salary expense, for the estimated total fee of \$8,800, broken down as follows:

|  |             |
|--|-------------|
| HLA Project Administration/Management Services:      | \$5,525.00  |
| CEI Electrical Engineering and Programming Services: | \$40,975.00 |
| Phase 1.0 Total:                                     | \$46,500.00 |

**ACTION PROPOSED**

Move a resolution approving Task Order No. 2022-04 with HLA Engineering and Land Surveying, Inc., for the Water Telemetry System Improvements to a regular Council meeting for consideration.

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

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING TASK ORDER NO. 2022-04 WITH HLA ENGINEERING AND LAND  
SURVEYING, INC., FOR THE WATER TELEMTRY SYSTEM IMPROVEMENTS**

**WHEREAS**, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

**WHEREAS**, the City would like to enter into a Task Order with HLA to provide professional engineering services for the Water Telemetry System Improvements,

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

The Mayor is hereby authorized to sign Task Order No. 2022-04 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Water Telemetry System Improvements with a total fee for services in the amount of \$46,500 in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on \_\_\_\_\_, 2022.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**TASK ORDER NO. 2022-04**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

**PROJECT DESCRIPTION:**

**Water Telemetry System Improvements**

HLA Project No. 22154E

The City of Grandview (CITY) water telemetry control system is nearing the end of its useful life and has begun to fail, causing some operational issues within the water system. The CITY plans to replace the existing water telemetry system human machine interface (HMI) computer and software at the public works shop, as well as replace the programmable logic controller (PLC) units and radios at the public works shop and seven (7) remote sites. These improvements will reduce water system operational issues and increase system reliability. The total estimated project cost is approximately \$120,000, including computer equipment, software, contractor-installed PLC and radio hardware, programming, engineering, and administration. This project is intended to be funded with CITY American Rescue Plan Act (ARPA) funds, as part of the Source Well Improvements project (HLA Project No. 22149).

HLA will assist the CITY with all project administration and management services required for the Project. Telemetry system engineering, programming, setup, and configuration will be provided by HLA's subconsultant, Connetix Engineering, Inc. (CEI).

**SCOPE OF SERVICES:**

At the direction of the CITY, HLA and CEI will provide professional engineering and programming services for the Water Telemetry System Improvements (Project). HLA and CEI scope of services shall include the following:

**1.0 Telemetry System Engineering and Programming**

- 1.1 Provide procurement assistance to the CITY for HMI computer hardware and software upgrade purchases, associated programming work to upgrade the existing HMI application, and auto dialer application.
- 1.2 Assist the CITY with selecting hardware for remote access, perform any necessary device configuration, and provide training on remote access hardware and software (iPad, Surface Pro, or similar) for CITY water system operators to access the HMI remotely.
- 1.3 Provide PLC program conversion services to convert the existing PLC programs to be compatible with new PLC hardware being supplied and installed by the contractor (Allen Bradley Micro800 line PLCs).

**2.0 Additional Services**

- 2.1 Provide professional engineering services for additional work requested by the CITY that is not included in this Task Order.

**3.0 Items to be Furnished and Responsibility of CITY**

The CITY will provide or perform the following:

- 3.1 Provide full information as to CITY requirements of the Project.

- 3.2 Assist HLA by providing all available information pertinent to the Project, including previous reports, plans, program information, drawings, and any other data relative to the Project.
- 3.3 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and provide written decisions within a reasonable time as not to delay the work of HLA.
- 3.4 Obtain approval of all governmental authorities with jurisdiction over the Project, and approvals and consents from other individuals or bodies as necessary for completion.

**TIME OF PERFORMANCE:**

Following receipt of signed Task Order, HLA will diligently pursue completion of the Project as follows:

**1.0 Telemetry System Engineering and Programming**

HLA and CEI will diligently pursue completion of the Project following receipt of signed Task Order and all required information from the CITY. Time of performance is dependent on hardware and software delivery schedules. Current lead times for PLC hardware components (longest lead item) is seven to nine months. HMI computer and software updates are planned to be completed this fall. All water telemetry system improvements are expected to be complete in the spring of 2023.

**2.0 Additional Services**

Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

**FEE FOR SERVICE:**

For the services furnished by HLA as described under this work item, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

**1.0 Telemetry System Engineering and Programming**


All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses, for the estimated total fee of \$8,800.00, broken down as follows:

|  |             |
|--|-------------|
| HLA Project Administration/Management Services:      | \$5,525.00  |
| CEI Electrical Engineering and Programming Services: | \$40,975.00 |
| Phase 1.0 Total:                                     | \$46,500.00 |

**4.0 Additional Services**

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA shall perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

**Proposed:**

  
 \_\_\_\_\_  
 HLA Engineering and Land Surveying, Inc.  
 Michael T. Battle, PE, President

8/10/2022  
 \_\_\_\_\_  
 Date

**Approved:**

\_\_\_\_\_  
 City of Grandview  
 Gloria Mendoza, Mayor

\_\_\_\_\_  
 Date

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

**ITEM TITLE**

Resolution declaring Police firearms as surplus and authorizing destruction of the firearms

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

**AGENDA DATE:** August 23, 2022

**DEPARTMENT**

Police Department

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

**DEPARTMENT DIRECTOR REVIEW**

Kal Fuller, Police Chief



**CITY ADMINISTRATOR**

**MAYOR**




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

Grandview Police Department (GPD) has acquired several firearms over the years that will fire more than one shot at a time when pulling the trigger. GPD currently has eight (8) such firearms. House Bill 1054 (passed by the House on April 23, 2021) now classifies these firearms as "military weapons." HB1054 declares that these firearms must be destroyed prior to December 1, 2022.

**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.

Four (4) of the firearms on this list are issued to officers. After their destruction they will need to be replaced the following year. Rifles are an item on the Police Department's capital items replacement list.

**ACTION PROPOSED**

Move a resolution declaring Police firearms as surplus and authorizing destruction of the firearms to a regular Council meeting for consideration.



# GRANDVIEW POLICE DEPARTMENT

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



KAL FULLER  
Chief of Police

**Date:** 08/11/2022  
**To:** Cus Arteaga, City Administrator  
**From:** Kal Fuller, Chief of Police  
**Re:** Firearms Surplus/Destruction

Grandview Police Department (GPD) has acquired several firearms over the years that will fire more than one shot at a time when pulling the trigger. GPD currently has 8 such firearms.

House Bill 1054 (passed by the House on April 23, 2021) now classifies these firearms as "military weapons". HB1054 declares that these firearms must be destroyed prior to December 1, 2022.

The law makes no distinction between firearms that were purchased or obtained from the military and those that were purchased over the counter from a retail shop. By legislative fiat it classified them as "military" even if they have no connection whatsoever to the military.

I have created a council agenda sheet to have the eight firearms declared as property that can be surplused or destroyed.

If the agenda request is approved, I will then determine the best way to comply with the law. The department of Alcohol, Tobacco, and Firearms (ATF) is the governing body for firearms and has some very specific requirements on how to destroy a firearm. I will contact a local Federal Firearms Dealer (FFL) and determine if they will handle the destruction and documentation in exchange for any remaining parts that can be salvaged.

*8-13-22  
OK,  
Let's get this  
Council  
C/F*

CC: Anita Palacios, City Clerk/Human Resources

## **Summary**

### **House Bill 1054**

Sec. 5. (1) A law enforcement agency may not acquire or use any military equipment. Any law enforcement agency in possession of military equipment as of the effective date of this section shall return the equipment to the federal agency from which it was acquired, if applicable, or destroy the equipment by December 31, 2022.

For the purposes of this section:

(a) "Military equipment" means...machine guns...

**GRANDVIEW POLICE DEPT  
SURPLUS/DESTRUCTION**

This document is to declare as surplus and authorize the surplus/destruction of the below listed firearms.

The firearms, in accordance with House Bill 1054 (passed by the House on April 23, 2021) must be destroyed prior to December 1, 2022.

| <b>Make</b> | <b>Model</b>   | <b>Ser Num</b> |
|-------------|----------------|----------------|
| Thompson    | M1A1           | 254392         |
| Colt        | M16A1 (5.56)   | 5427577        |
| Colt        | M16A1 (5.56)   | 5424536        |
| FN          | Scar 16 (7.62) | L013078        |
| FN          | Scar 16 (7.62) | L013083        |
| FN          | Scar 16 (7.62) | L013077        |
| Kalashnikov | 47 (7.62)      | 1-47966-03     |
| HK          | UMP (.45)      | 163-002608     |

I attest that the above described property is authorized for destruction and so authorize it.

Signed \_\_\_\_\_ Date

Time:

Kal Fuller  
Chief of Police

Page 1 of 1 Pages

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

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
DECLARING POLICE FIREARMS AS SURPLUS AND AUTHORIZING  
DESTRUCTION OF THE FIREARMS**

**WHEREAS**, House Bill 1054 passed by the House on April 23, 2021 classifies certain firearms as "military weapons" that must be destroyed prior to December 1, 2022; and,

**WHEREAS**, the Police Department has eight (8) such firearms and requests the firearms be destroyed in compliance with HB 1054;

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

The City Council declares the following firearms as surplus and directs the Police Chief to destroy said firearms in accordance with the Bureau of Alcohol, Tobacco, Firearms and Explosives rules and regulations:

| <b>Make</b> | <b>Model</b>   | <b>Ser Num</b> |
|-------------|----------------|----------------|
| Thompson    | M1A1           | 254392         |
| Colt        | M16A1 (5.56)   | 5427577        |
| Colt        | M16A1 (5.56)   | 5424536        |
| FN          | Scar 16 (7.62) | L013078        |
| FN          | Scar 16 (7.62) | L013083        |
| FN          | Scar 16 (7.62) | L013077        |
| Kalashnikov | 47 (7.62)      | 1-47966-03     |
| HK          | UMP (.45)      | 163-002608     |

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

**MAYOR**




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

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

**APPROVED AS TO FORM:**

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

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

|   |  |
|---|--|
| <b>ITEM TITLE</b><br><br>Resolution declaring certain City property from the Police Department as surplus and authorizing disposal by public auction, sale or trade | <b>AGENDA NO.:</b> New Business 4 (H)<br><br><b>AGENDA DATE:</b> August 23, 2022                       |
| <b>DEPARTMENT</b><br><br>Police Department  | <b>FUNDING CERTIFICATION</b> (City Treasurer)<br>(If applicable)                                       |
| <b>DEPARTMENT DIRECTOR REVIEW</b><br><br>Kal Fuller, Police Chief                  |  |
| <b>CITY ADMINISTRATOR</b><br><br>  | <b>MAYOR</b><br><br> |

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

**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 Police Department has the following vehicles which are no longer needed for the conduct of City business and are being recommended for surplus:

- 1996 Dodge Ambulance, VIN #1B6MC36W1TJ128563, License #40713D, (PD/9997)
- 2003 Ford Explorer, VIN: 1FMZU73K83ZB14857, License #71522D (PD/9999)
- 2007 Dodge Charger, VIN: 2B3KA43H27H758718 License #44100D, (PD210)
- 2008 Dodge Charger, VIN: 2B3KA43H78H199118, License #46522D, (PD/211)
- 2008 Dodge Charger, VIN: 2B3KA43H98H199119, License #46523D, (PD/212)

**ACTION PROPOSED**

Move a resolution declaring certain City property from the Police Department as surplus and authorizing disposal by public auction, sale or trade to a regular Council meeting for consideration.

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

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
DECLARING CERTAIN CITY PROPERTY FROM THE POLICE DEPARTMENT  
AS SURPLUS AND AUTHORIZING DISPOSAL BY PUBLIC AUCTION,  
SALE OR TRADE**

**WHEREAS**, the Police Department has vehicles that have outlived their useful life and are no longer needed for the conduct of City business; and,

**WHEREAS**, the City Council has determined that it is in the best interest of the City that the foregoing described vehicles be declared surplus and disposed of;

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

Section 1. The following vehicles are hereby declared to be surplus:

- 1996 Dodge Ambulance, VIN #1B6MC36W1TJ128563, License #40713D, (PD/9997)
- 2003 Ford Explorer, VIN: 1FMZU73K83ZB14857, License #71522D (PD/9999)
- 2007 Dodge Charger, VIN: 2B3KA43H27H758718 License #44100D, (PD210)
- 2008 Dodge Charger, VIN: 2B3KA43H78H199118, License #46522D, (PD/211)
- 2008 Dodge Charger, VIN: 2B3KA43H98H199119, License #46523D, (PD/212)

Section 2. City staff is authorized to dispose of the vehicles described in section 1 of this resolution by public auction, sale or trade-in for an amount that represents a fair market value of the vehicles.

Section 3. The City Administrator is authorized to establish a minimum sale/trade-in price that reflects a fair market value of the vehicles described in section 1 of this resolution as deemed necessary to protect the City's interests.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on \_\_\_\_\_, 2022.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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