

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, MARCH 24, 2026**



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

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.

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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. NEW BUSINESS**
 - A. Resolution authorizing the Mayor to sign Change Order No. 3 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (Re-Bid) 1-6
 - B. Resolution authorizing the Mayor to sign the Washington State Department of Transportation Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Sidewalk and Pathway Improvements 7-11
 - C. Resolution declaring certain City property from the Fire Department as surplus and authorizing disposal by public auction, sale, trade or disposal 12-14
 - D. Resolution authorizing the Mayor to sign the 2026 Yakima County Information Technology Services Interlocal Agreement 15-25
 - E. 2025 Council Retreat Summary 26-45
- 4. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 5. MAYOR & COUNCILMEMBER REPORTS**
 - A. Sub-Committee Updates
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, March 24, 2026 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/87079643515?pwd=HYAsXkkU7Sk9Y5bQPEMacIXv7tOIMJ.1>

To join via phone: +1 253 215 8782

Meeting ID: 870 7964 3515

Passcode: 571421

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

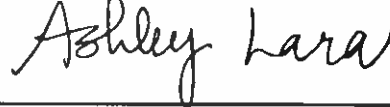
ITEM TITLE Resolution authorizing the Mayor to sign Change Order No. 3 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (Re-Bid)	AGENDA NO.: New Business 3 (A) AGENDA DATE: March 24, 2026
DEPARTMENT Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR

MAYOR



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

On January 28, 2025, City Council accepted the bid for Schedule A from Culbert Construction, Inc., and authorized the Mayor to sign all contract documents with Culbert Construction, Inc., to construct the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements.

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

Change Order No. 3 is necessary to complete the required electrical circuits for the installation of the EV chargers not included in the original scope of work. During further coordination and review of the construction documents, it was determined that the branch-circuit conductor sizing should have been listed on a per-charging-station basis rather than as a combined total.

The original plans indicated installation of two (2) #2 conductors with one (1) #2 ground conductor serving the four charging stations. Subsequent review of the EV charger manufacturer's requirements and applicable electrical codes determined that each charging station requires two (2) #4 conductors and one (1) #4 ground conductor, resulting in a total requirement of eight (8) #4 conductors with a #4 ground conductor.

As a result of this clarification, the conductors identified in the original plans are not sufficient to support the required installation and code compliance for the EV charging equipment. The project includes four (4) EV charging stations, all of which require the revised conductor sizing.

Additional material and associated labor are therefore required to furnish and install the correct conductors necessary to complete the work in accordance with manufacturer requirements and applicable electrical codes.

The cost for Change Order No. 3 is in the amount of \$12,363.32.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign Change Order No. 3 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (Re-Bid) to the March 24, 2026 regular Council meeting for consideration.

Anita Palacios

From: Stephen Hazzard <shazzard@hlacivil.com>
Sent: Thursday, March 5, 2026 8:48 AM
To: John Simmons; Shane Fisher; Anita Palacios
Cc: Tanner Lange; Janell Hayden; Taylor Denny
Subject: Park and Ride - Electrical Change Order and HLA Supplement
Attachments: 2026-03-05 - 23175 - CO 003.pdf; 2026-03-05 23175C Grandview - WCR Sidewalk and Pathway - Supplemental Agreement No. 3 Final - signed.pdf

CAUTION: External Email

Good Morning John and Shane,

Please review the attached revised change order for the additional electrical conductors on the Park and Ride project. Please give me a call if you would like to discuss further.

If the change order is acceptable, please place it and HLA's contract supplement on the March 24th council agenda.

Thanks,



Stephen S. Hazzard, PE
2803 River Road, Yakima, WA 98902
Office: (509) 966-7000 | Cell: (509) 840-4746
shazzard@hlacivil.com | www.hlacivil.com

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RESOLUTION NO. 2026-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 3 WITH CULBERT
CONSTRUCTION, INC., FOR THE WINE COUNTRY ROAD SIDEWALK, PATHWAY,
AND PARK AND RIDE IMPROVEMENTS**

WHEREAS, the City of Grandview has contracted with Culbert Construction, Inc., as the contractor for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements; and,

WHEREAS, Change Order No. 3 is necessary to complete the required electrical circuits for the installation of the EV chargers not included in the original scope of work; and,

WHEREAS, Change Order No. 3 is in the amount of \$12,363.32,

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

The Mayor is hereby authorized to sign Change Order No. 3 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway and Park and Ride Improvements 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 _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHANGE ORDER NO. 3



DATE: March 3, 2026
 PROJECT OWNER: City of Grandview
 PROJECT NAME: Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (RE-BID)
 FED. AID PROJECT NO.: TAPUS-8056(006)
 RMG PROJECT NO.: PTD 0767-001
 HLA PROJECT NO.: 23175 & 23177
 CONTRACTOR: Culbert Construction Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$	394,724.57
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$	471,584.57
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$	12,363.32
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$	483,947.89

Original Contract Working Days:	25
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):	35
Change in Contract Working Days due to this Change Order:	3
Revised Contract Working Days:	38

CONTRACTOR: Dan DeRousie

Date: March 05, 2026

ENGINEER:  
Digitally signed by Stephen S. Hezzard, PE
 DN: C=US, E=shezzard@hlaivil.com, O=HLA
 Engineering and Land Surveying, Inc., CN=Stephen S.
 Hezzard, PE
 Date: 2026.03.05 08:35:02-08'00'

Date: _____

OWNER: _____

Date: _____



CHANGE ORDER NO. 3



DATE: March 3, 2026
 PROJECT OWNER: City of Grandview
 PROJECT NAME: Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (RE-BID)
 FED. AID PROJECT NO.: TAPUS-8056(006)
 RMG PROJECT NO.: PTD 0767-001
 HLA PROJECT NO.: 23175 & 23177
 CONTRACTOR: Culbert Construction Inc.

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 3					
35	CO3 - Substitute Electrical Conductors	LS	1	\$ 12,363.32	\$ 12,363.32
CHANGE ORDER NO. 3 TOTAL:					\$ 12,363.32

Change Order No. 3 is necessary to complete the required electrical circuits for the installation of the EV chargers not included in the original scope of work. During further coordination and review of the construction documents, it was determined that the branch-circuit conductor sizing should have been listed on a per-charging-station basis rather than as a combined total.

The original plans indicated installation of two (2) #2 conductors with one (1) #2 ground conductor serving the four charging stations. Subsequent review of the EV charger manufacturer's requirements and applicable electrical codes determined that each charging station requires two (2) #4 conductors and one (1) #8 ground conductor, resulting in a total requirement of eight (8) #4 conductors with a #8 ground conductor.

As a result of this clarification, the conductors identified in the original plans are not sufficient to support the required installation and code compliance for the EV charging equipment. The project includes four (4) EV charging stations, all of which require the revised conductor sizing.

Additional material and associated labor are therefore required to furnish and install the correct conductors necessary to complete the work in accordance with manufacturer requirements and applicable electrical codes.

Plan Sheet 8 - Electrical Note E2 shall be revised to read "INSTALL 2" CONDUIT WITH 8#4 AND #8G"

Work shall begin once Change Order has been fully executed by all parties.

Change Order cost was verified using invoice data for costs of materials and labor costs were based on actual labor rates for estimated hours. The cost of this change order includes the credit for the original work of furnishing and installing two (2) #2 conductors with one (1) #2 ground conductor. Please see the Lump Sum Breakdown below:

Lump Sum Breakdown - Substitute Electrical Conductors

Total Labor (See below)		\$	3,875.21
Material and Supplies (See below)		\$	5,213.19
Expenses		\$	290.26
Subcontractor Markup	17.7%	\$	1,660.02
Prime Con. Markup	12.0%	\$	1,324.64
Total Lump Sum		\$	12,363.32



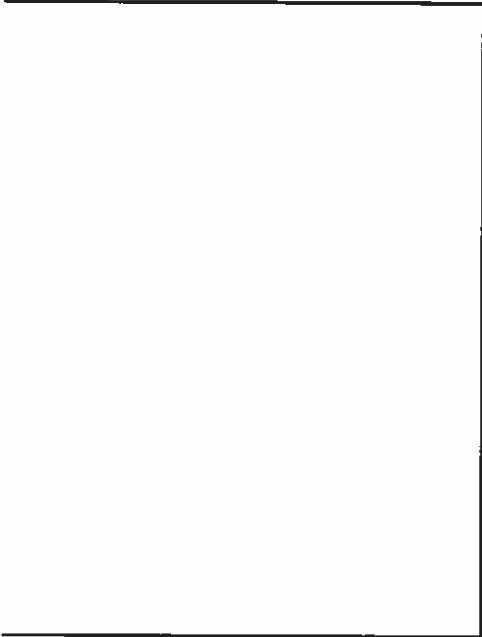
CHANGE ORDER NO. 3



DATE: March 3, 2026
 PROJECT OWNER: City of Grandview
 PROJECT NAME: Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (RE-BID)
 FED. AID PROJECT NO.: TAPUS-8056(006)
 RMG PROJECT NO.: PTD 0767-001
 HLA PROJECT NO.: 23175 & 23177
 CONTRACTOR: Culbert Construction Inc.

Labor Expenses	Hours	Rate	Total
Labor	45.71	\$ 134.46	\$ 6,146.17
Labor	-19.99	\$ 134.46	\$(2,687.86) Credit from Original Bid
<u>Supervisor</u>	<u>2.5</u>	<u>\$ 166.76</u>	<u>\$ 416.90</u>
Total Labor		\$	3,875.21

Material Costs	Quantity	Cost/Ft.	Total
#4 Wire (6)	3720	\$ 1.57	\$ 5,822.97
#4 Wire (2)	1240	\$ 1.87	\$ 2,315.79
#8 Wire	620	\$ 0.82	\$ 507.73
<u>#2 Wire</u>	<u>-1860</u>	<u>\$ 1.85</u>	<u>\$(3,433.30) Credit from Original Bid</u>
Total Material		\$	5,213.19



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

ITEM TITLE:

Resolution authorizing the Mayor to sign the Washington State Department of Transportation Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Sidewalk and Pathway Improvements

AGENDA NO. New Business 3 (B)

AGENDA DATE: March 24, 2026

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR



MAYOR



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

The City was awarded funding through the Washington State Department of Transportation Regional Mobility Grant Program Capital Construction Grant to improve the City's existing Park and Ride located on Wine Country Road which would add transit opportunities and complete the multi-modal capabilities. The funding would include the following amenities: EV charging stations, bus cover with bench, bike rack, concrete wheel stops, asphalt overlay and new striping and concrete sidewalk.

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 scope of work is changed to add an additional ten (10) working days to the contractor's contract for work associated with Change Orders Nos. 1-3. This supplement adds \$17,000 to the previous agreement amount of \$55,530 for a new maximum amount payable of \$72,530.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Washington State Department of Transportation Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Sidewalk and Pathway Improvements to the March 24, 2026 regular Council meeting for consideration.

RESOLUTION NO. 2026-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE DEPARTMENT
OF TRANSPORTATION SUPPLEMENTAL AGREEMENT NUMBER 3 WITH HLA
ENGINEERING AND LAND SURVEYING, INC., FOR THE WINE COUNTRY ROAD
SIDEWALK AND PATHWAY IMPROVEMENTS**

WHEREAS, the Washington State Department of Transportation awarded funds to the City for the Wine Country Road Sidewalk and Pathway Improvements; and,

WHEREAS, the City must execute the Washington State Department of Transportation Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., to amend the scope of work to add additional working days to the contractor's contract for work associated with Change Order Nos. 1-3,

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

The Mayor is hereby authorized to sign the Washington State Department of Transportation Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Sidewalk and Pathway 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 _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>3</u>		Organization and Address	
Original Agreement Number <u>23175C</u>		HLA Engineering and Land Surveying Inc. 2803 River Road Yakima, WA 98902 Phone: (509) 966-7000	
Project Number <u>TAPUS-8056(006)</u>		Execution Date <u>Feb 2, 2026</u>	Completion Date <u>12/31/2026</u>
Project Title <u>Wine Country Road Sidewalk and Pathway</u>		New Maximum Amount Payable <u>\$72,530</u>	
Description of Work <u>Construction Engineering services for the City of Grandview's Wine Country Road Sidewalk and Pathway.</u>			

The Local Agency of City of Grandview, Washington
 desires to supplement the agreement entered in to with HLA Engineering and Land Surveying, Inc.
 and executed on 12/12/2023 and identified as Agreement No. LA 10764

All provisions in the basic agreement remain in effect except as expressly modified by Supplement No. 1
 and this supplement. The changes to the agreement due to this supplement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to include:
 Addition of ten (10) working days to the contractor's contract for work associated with change orders 1-3.
 HLA will provide/has provided partial day inspection for the additional ten (10) working days.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar
 days for completion of the work to read: December 31, 2026

III

Section V, PAYMENT, shall be amended as follows:
 This supplement adds \$17,000 to the previous agreement amount of \$55,530 for a new maximum amount
 payable of \$72,530. See attached Exhibits A and B for detailed budget information.

as set forth in the attached Exhibit A and by this reference made a part of this supplement.
 If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate
 spaces below and return to this office for final action.

By: HLA Engineering and Land Surveying, Inc.

By: City of Grandview

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement No. 1 (For CN Svcs)	Supplement No. 2 (For Contract Extn)	Supplement No. 3 (For CO Work)	Total
Direct Salary Cost	\$10,070	\$10,791	\$0	\$6,333	\$27,194
Overhead (Including Payroll Additives)	\$12,693	\$13,603	\$0	\$7,738	\$34,034
Direct Non-Salary Costs	\$547	\$524	\$0	\$819	\$1,890
Fixed Fee	\$3,525	\$3,777	\$0	\$2,110	\$9,412
Total	\$26,835	\$28,695	\$0	\$17,000	\$72,530



Exhibit B

Consultant Fee Determination - Summary Sheet
(Cost Plus Fixed Fee)

Grandview WCR Sidewalk and Pathway

		Project Role							Total Labor Hours	Total Labor Dollars
	Employee Classification	Director of Engineering, Construction	Licensed Professional Engineer	Contract Administrator (I-III)	Resident Engineer (I-II)	Engineering Technician (I-III)	Administrative (I-III)			
Direct Labor Rate Used		\$116.00	\$92.00	\$63.00	\$75.00					
6	Construction Engineering	6	15	20	40	0	0	81	\$6,336.00	
6.1	Staking							0	\$0.00	
6.2	Construction Inspection				40			40	\$3,000.00	
6.3	Construction Administration	6	15	20				41	\$3,336.00	
6.4	Project Closeout							0	\$0.00	
Task Total Hours		6	15	20	40	0	0	81	\$6,336.00	
Task Total Direct Labor (DL)		\$696.00	\$1,380.00	\$1,260.00	\$3,000.00	\$0.00	\$0.00	81	\$6,336.00	
		Indirect Cost Rate (ICR) Costs							122.18	\$7,741.32
		Fixed Fee on DL + ICR							15%	\$2,111.60
		Mileage: 1,170 Miles @ \$							0.70	\$819.00
		Other Expenses:								
		Total Estimated Budget:								\$17,000.00

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

ITEM TITLE Resolution declaring certain City property from the Fire Department as surplus and authorizing disposal by public auction, sale, trade or disposal	AGENDA NO.: New Business 3 (C) AGENDA DATE: March 24, 2026
DEPARTMENT Fire Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

George Saenz, Fire Chief

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

The items listed below have exceeded their service life and are no longer utilized by the Fire Department.

- Holmatro Extrication Tools:
- 2006 Holmatro Pump Model DPU-31 10,500 PSI max pressure, SN DPU3100804
 - 2005 Holmatro Model#3350 Telescopic Ram HRS-22, SN335002464
 - 2005 Holmatro Model#3242-UL Spreader, SN 324202542
 - 2006 Holmatro Model#3050-NCT Cutter, SN305NCT0019
 - 2006 Holmatro Model#3120 Combi Tool, SN 312000293
 - 2010 Holmatro Model#3005 Pedal Cutter, SN 300500502

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 Fire Department has a set of Holmatro extrication equipment that has exceeded their service life and was no longer in service. Two years ago, the Grandview Fire Department and Yakima County Fire District #5 partnered to purchase new extrication equipment that are self-contained battery powered tools to increase efficiency and dependability.

Benton County Fire Protection District #5 has submitted a letter of interest in purchasing the surplus extrication equipment for the sum of \$500, as is. It would be the recommendation of the Fire Chief that the City surplus the tools and sell to Benton County Fire Protection District #5.

ACTION PROPOSED

Move a resolution declaring certain City property from the Fire Department as surplus and authorizing disposal by public auction, sale, trade or disposal to the March 24, 2026 regular Council meeting agenda for consideration.



BENTON COUNTY FIRE PROTECTION DISTRICT #5

P.O. Box 249. Paterson, WA. 99345

Phone: 509-832-1387

Benton County Fire Protection District #5 is a rural fire district on the West End of Benton County, WA. It is up on the Horse Heaven Hills area.

Our immediate area of coverage is 200-plus square miles. Our western border is with Yakima County FD #7, and our northern border is shared with Yakima County FD #5, Benton Co. FPD #2, and West Benton FPD.

We have mutual aid agreements with both Yakima & Benton fire districts. We have one state highway running through the middle of our district (Hwy. 221) and multiple county roads crisscrossing the Horse Heaven Hills.

Our district is 100% volunteers, with 1 volunteer chief receiving a small stipend to process paperwork and keep the vehicles fire/EMS-ready.

It has come to our attention that the City of Grandview has a set of used Holmatro Rescue tools w/t power supply. This resource would be very useful to our fire district. At this time, when we have a person(s) trapped in a vehicle, we call for other departments to assist, which takes extra time to extract. Getting someone medical treatment, delaying their treatment, is sometimes not an option, and we start with what we have available, Prybars & Sawzall.

We have a small budget that does not cover the cost of adding new rescue equipment. We would like to offer \$500.00 for the tools as is.

If you have any further questions about our needs, please don't hesitate to contact us.

Thank you

Benton Co. FPD #5
Capt. Tim B. Stewart

RESOLUTION NO. 2026-_____

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

WHEREAS, the City no longer has a need for certain personal property that has outlived its useful life and 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 equipment 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 Fire Department equipment is hereby declared surplus and no longer needed for the conduct of City business:

Holmatro Extrication Tools:

- 2006 Holmatro Pump Model DPU-31 10,500 PSI max pressure, SN DPU3100804
- 2005 Holmatro Model#3350 Telescopic Ram HRS-22, SN335002464
- 2005 Holmatro Model#3242-UL Spreader, SN 324202542
- 2006 Holmatro Model#3050-NCT Cutter, SN305NCT0019
- 2006 Holmatro Model#3120 Combi Tool, SN 312000293
- 2010 Holmatro Model#3005 Pedal Cutter, SN 300500502

Section 2. City staff is authorized to dispose of the equipment described in Section 1 of this resolution by public auction, sale, trade-in or disposal.

Section 3. The City Administrator is authorized to establish a minimum sale/trade-in price that reflects a fair market value of the equipment 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 its regular meeting on _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:


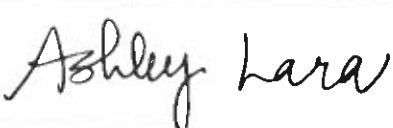
CITY ATTORNEY

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

ITEM TITLE	AGENDA NO.: New Business 3 (D)
Resolution authorizing the Mayor to sign the 2026 Yakima County Information Technology Services Interlocal Agreement	AGENDA DATE: March 24, 2026
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Police Department	

DEPARTMENT DIRECTOR REVIEW

Kal Fuller, Police Chief

CITY ADMINISTRATOR	MAYOR
	

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

The Grandview Police Department contracts with Yakima County Information Technology Services to provide internet collections, mobile data terminal connections, and related support services. This contract represents a continuation of current services through December 31, 2026.

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 2026 Yakima County Information Technology Services Interlocal Agreement is the same as prior years, with the exception of a decrease in costs from \$5,638 in 2023 to \$4,290.36 in 2026. This decrease represents a reduction in needed internet services.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the 2026 Yakima County Information Technology Services Interlocal Agreement to the March 24, 2026 regular Council meeting for consideration.

RESOLUTION NO. 2026-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE 2026 YAKIMA COUNTY
INFORMATON TECHNOLOGY SERVICES INTERLOCAL AGREEMENT**

WHEREAS, the City of Grandview and Yakima County Technology Services have previously entered into an Interlocal Agreement, and

WHEREAS, the Interlocal Agreement has or is about to expire, and

WHEREAS, the City of Grandview wishes to continue said Interlocal Agreement,

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 the 2026 Interlocal Agreement with Yakima County Technology 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 _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Yakima County Information Technology Services

Yakima County Information Technology Building
217 North 1st Street
Yakima, WA 98901
Phone: (509)574-2000 - FAX: (509)574-2001
Internet: www.co.yakima.wa.us

INTER-LOCAL AGREEMENT

Yakima County Information
Technology Services
217 N First Street
Yakima, WA 98901

Agency	Grandview Police Department
Street Address	207 West Second Street
City, State, Zip	Grandview, WA 98930

1. Purpose

This Inter-Local Agreement Number, 2026-015 (ILA) is executed by Yakima County Information Technology Services (YCITS) and Grandview Police Department. This ILA sets forth the obligations of the parties with respect to YCITS' provision of business related technology services. Grandview Police Department will be referred to in this document as 'the Customer', and Yakima County will be referred to as 'the County'.

2. Term and Termination

The term of this ILA is effective upon the date of execution by both parties and shall remain in full force and effect for one year (January 1, 2026 through December 31, 2026). Renewal will occur upon customer signing a new Inter-Local Agreement Attachment C: Service Locations and Costs form which the county will send out yearly. The attachment C renewal form will include any price changes.

This Agreement will not be in effect during any period of interruption to YCITS' processing capability which is caused by a disaster, as declared by the Director of YCITS.

3. Scope of Agreement

The scope of this agreement includes the Inter-Local Agreement and Attachment A: Terms of Service Services, Locations and Costs, Attachment B: Disclosure, and Attachment C: Services, Locations and Costs.

All information and data produced by and for the customer is the property of the customer who is solely responsible for its stewardship, retention and production, according to the applicable laws and statutes of the State of Washington. Data and information will be made available to the customer in an agreed to form suitable to migration, should this ILA be terminated.

4. Service Costs, Billing and Termination Liability

The customer agrees to pay YCITS all nonrecurring costs (purchase, configuration and installation) and recurring yearly costs, fees, and charges associated with the Services that are requested. The rates for the yearly charges for the 2026 fiscal year are listed in Attachment C.

YCITS will bill the customer: Annual Monthly Quarterly

for these services, with billing commencing on the date of acceptance of services to that site. Recurring yearly costs for services are recalculated each year. By signing attachment C yearly, the customer agrees to pay for services at that year's prices.

Customer agrees to pay any termination liability assessed by a third party vendor on YCITS.

5. Information Technology Services Help Desk

The YCITS Help Desk is staffed 8 hours per day, 5 days a week. The Help Desk telephone number is 509-574-2000.

There may be some shifts during normal business hours when a technician is not immediately available. If the phone is busy or if the technician is away from the phone working on other problems, the caller will be asked to leave a voice mail message.

Helpdesk tickets can also be created by sending an email with a description of the problem in the body of the email to TS-Help@co.yakima.wa.us.

6. Network Maintenance

YCITS reserves the right to schedule and to perform system maintenance as necessary. Notification is typically provided by e-mail five days in advance unless an emergency exists.

7. Problem Management

Problem Reporting

The YCITS Help Desk will collect information from the customer and open an electronic trouble ticket.

Information needed for problem reporting and tracking will include:

- a. name of person reporting problem
- b. return call telephone number
- c. person and location experiencing the problem
- d. description of the problem
- e. when the problem started

The YCITS Help Desk typically refers problem tickets to technicians, during working hours, within ½ hour of initial receipt of the problem report. All requests for service should be routed through the County help desk.

Most problems will be resolved during business hours. Those issues that are deemed to be critical in nature may be addressed after hours when approved by YCITS.

Problem Resolution

A problem will be considered resolved when the service becomes fully functional again and service performance is acceptable to the customer.

8. Inter-local Agreement Changes

The ILA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the ILA and will take precedence over the original ILA. No modifications will be effective until they are attached to the Inter-Local Agreement and mutually executed by both parties.

9. Authorization/Acceptance

This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. Customer hereby authorizes YCITS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of the ILA.

10. Contact Information

ILA management and correspondence regarding this ILA should be directed to:

Customer Contact		YCITS Contact	
Name	Kal Fuller	Name	Dale Panattoni
Agency Name	Grandview Police Department	Agency Name	Yakima County Information Technology Services
Street Address	207 West Second Street	Street Address	217 N. First Street
City, State, Zip	Grandview, WA 98930	City, State, Zip	Yakima WA 98901
Phone:	509 882-2000	Phone:	509-574-2005
Email:	kal.fuller@grandviewpd.us	Email:	dale.panattoni@co.yakima.wa.us

Here is the list of address of all servicing location (s).

Servicing Location (s) Address:	
1	201 West 2nd Street Grandview, WA 98930

Please provide a point of contact to coordinate technical services, maintenance windows, planned outages and unexpected issues.

Technical Customer Contact	
Name	Kal Fuller
Position	Police Chief
Telephone	509 882-2000
Alternate Phone:	
Email:	kal.fuller@grandviewpd.us

Please provide the point of contact for billing.

Billing Customer Contact	
Name	Seth Bailey
Street Address	207 West Second Street
City, State, Zip	Grandview, WA 98930
Phone:	509 882-2000
Email:	seth.bailey@grandviewpd.us

Attachment A
ILA Grandview Police Department 2026-015

Terms of Service

- 1. Ownership of equipment:**
 - a. Customer will be the owner of all equipment
 - b. County will be steward of all network equipment regardless of ownership.
- 2. Purchase of equipment:**
 - a. If owned by customer then customer must pay vendor in full
 - b. If County owned County must pay and bill as appropriate
- 3. Maintenance of equipment:**
 - a. Maintenance will be defined as those activities required to keep the domain running at peak efficiency. This will include configuration, repair and troubleshooting.
- 4. Administration of equipment:**
 - a. County to administer domain operations
 - b. Replacement funding
 - i. If County owned, county responsibility
 - ii. If customer owned, customer responsibility
 - c. Administration costs
 - i. Included in customer rates for normal administration
 - ii. Billable for extraordinary operations
 1. Negotiated prior to operation taking place
 2. Billed at then current rates
- 5. Specific deliverables:**
 - a. Operations
 - i. Yakima County agrees to provide all services listed in Attachment C on a best effort basis. Yakima County maintains emergency outage protocols, alternate network pathways and spare equipment but does not guarantee operational uptime or speed of data transmission.
 - ii. The customer agrees to provide a list of persons authorized to approve operational changes in services to include user accounts, security settings, for additions, modifications and deletions.
 - iii. The customer agrees to provide a mutually agreed upon individual contact for service delivery issues.
 - iv. The customer agrees to provide adequate workspace, furniture and phone for on-site county workstation support personnel.
 - v. The customer agrees to provide a site location acceptable to the County for placing Yakima County equipment related to the delivery of services provided for in this agreement.
 - vi. Virus protection will be purchased by the customer, installed at the computer level and the customer's responsibility to keep virus definition files updated to the latest version. It shall be the responsibility of the County to keep the virus definition files updated to the latest version, if said service is contracted with the county.
 - vii. County and the customer agree to cooperate together in good faith to accomplish operational goals that benefit the customer and County constituents.

6. Administration

- a. Inform County Information Technology Services Admin regarding any changes of status in writing
 - i. Email will work as long as it has all of the required elements.
 - 1. What is changing
 - 2. When is it scheduled to change
 - 3. Who will be affected
 - 4. How will they be affected
 - 5. Who will make the change
 - 6. Why is change necessary
 - 7. How long will the change take
 - 8. CC will be sent to all persons for all changes.

b. Hours of operations

Normal Business hours:	8:00 AM to 5:00 PM Monday through Friday
Critical business hours:	To be determined with customer

c. Troubleshooting after business hours

- i. Call Out
 - 1. Specific procedures will be provided to the customer in writing
 - 2. Updates will be provided by County as necessary
 - 3. All initial calls will be directed to County Help Desk at 574-2000 at all hours.
- ii. Response time window
 - 1. 30 Minutes from time of initial call to first returned call
 - 2. Subsequent actions will be based upon Yakima County's priority matrix which will be provided to the customer.
- iii. Response procedures will be provided to the customer in writing and updated as necessary by County
- iv. Troubleshooting by County that is found to be caused by the customer will be reimbursed at the customer's expense.
- v. Mileage will be charged and reimbursed at current county rate, if appropriate.
- vi. Access to the customer's facilities and equipment to be ensured by the customer.
- vii. Hourly charge for a call out outside of normal business hours is identified in Attachment C.

Attachment B
ILA Grandview Police Department 2026-015

Disclosure

1. Nondisclosure of Confidential and Personal Information

Yakima County acknowledges that some of the material and information that may come into its possession or knowledge in connection with this contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW, or other state or federal statutes ("confidential information"). Confidential information includes, but is not limited to, names, addresses, Social Security numbers, financial profiles, credit card information, driver's license numbers, medical data, agency source code or object code, agency security data, etc or information identifiable to an individual that relates to any of these types of information. Yakima County agrees to hold confidential information in strictest confidence and not to make use of confidential information for any purpose other than the performance of this contract, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without purchaser's express written consent or as provided by law unless such disclosure is required by law. Yakima County agrees to release such information or material only to employees or subcontractors who have signed a non-disclosure agreement, the terms of which have been previously approved by purchaser. Yakima County agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "protected health information" (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals' social security numbers collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. Yakima County must comply with all HIPAA requirements and rules when determined applicable by the purchaser. If purchaser determines that (1) purchaser is a "covered entity" under HIPAA, and that (2) Yakima County will perform "business associate" services and activities covered under HIPAA, then at purchaser's request, Yakima County agrees to execute purchaser's business associate contract in compliance with HIPAA.

Yakima County shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein.

Yakima County and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and demand for return of all personal information. Yakima County agrees to indemnify and hold harmless the State of Washington and the purchaser for any damages related to both: (1) Yakima County's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Yakima County's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

2. Compelled Disclosure of Information

Notwithstanding anything in the foregoing to the contrary, Yakima County may disclose data pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that Yakima County promptly notifies, to the extent practicable, the customer in writing of such demand for disclosure so that the customer, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the information; provided that Yakima County will disclose only that portion of the requested information that, in the written opinion of its legal counsel, it is required to disclose. Yakima County agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the customer with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the customer is unable to obtain or does not seek a protective order and Yakima County is legally requested or required to disclose such information, disclosure of such information may be made without liability.

3. Public Information Requests

- a. The customer will be responsible for providing the tools to recover email for a public information request.
- b. The County will install and maintain those tools as a part of the process of supporting the customer's email system.
- c. The customer will be responsible for using those tools to recover email for a public information request.
- d. Customer agrees that fulfillment of a Public Information Request will result in addition hourly costs at the current hourly rate.

IN WITNESS WHEREOF, the parties have executed this Inter-local Agreement.

APPROVED
Yakima County Information Technology
Services

APPROVED
City of Grandview

Signature
Dale A. Panattoni, Director

Signature
Ashley Lara, Mayor

Date

Date

Attachment C

ILA - Grandview Police Department 2026-015

Services, Locations, and Costs
 Annual Cost of Services Provided to Customer
 by Yakima County
 Prepared On: 3-5-2026

Description Of Services Offered	Quantity	Unit Cost	Annual Cost
Datacenter Rack Space			
Rack space - full rack	0	\$ 10,694.25	\$ -
Rack space - 1/3 rack (14u)	0	\$ 4,189.50	\$ -
Rack space - per U	0	\$ 336.00	\$ -
Dedicated Internet Access			
Dedicated Internet Access (10Mbps). Includes static IP /29 (5	0	\$ 1,320.00	\$ -
Dedicated Internet Access (25Mbps). Includes static IP /29 (5			
addresses).			
Circuit ID: INT509	0	\$ 2,310.00	\$ -
Dedicated Internet Access (50Mbps). Includes static IP /29 (5	0	\$ 3,850.00	\$ -
Dedicated Internet Access (100Mbps). Includes static IP /29 (5	0	\$ 5,492.00	\$ -
Dedicated Internet Access (500Mbps). Includes static IP /29 (5	0	\$ 11,000.00	\$ -
Dedicated Internet Access (1Gbps). Includes static IP /29 (5	0	\$ 13,750.00	\$ -
Static IP Address	0	\$ 240.00	\$ -
Dedicated Ethernet Access			
Dedicated Ethernet 10 Mbps.			
Circuit ID: ETH255.14 (Grandview water tower for YSO dispatch	1	\$ 1,320.00	\$ 1,320.00
Dedicated Ethernet 25 Mbps.	0	\$ 4,620.00	\$ -
Dedicated Ethernet 100 Mbps.	0	\$ 15,400.00	\$ -
Dedicated Ethernet 500 Mbps.	0	\$ 19,800.00	\$ -
Dedicated Ethernet 1Gbps.	0	\$ 22,440.00	\$ -
E-Mail Licensing			
Email Administration (1-5 mailboxes). Not to exceed 8 hours/year	0	\$ 517.50	\$ -
Email Administration (6-15 mailboxes). Not to exceed 16 hours/year	0	\$ 1,035.00	\$ -
Email Administration (16-30 mailboxes). Not to exceed 24 hours/year	0	\$ 1,552.50	\$ -
Email Administration (31-50 mailboxes). Not to exceed 32 hours/year	0	\$ 2,070.00	\$ -
FireEye email protection	0	\$ 31.78	\$ -
Microsoft Email license - E2 Includes MFA, EMS, and P2 licenses	0	\$ 196.00	\$ -
Application Licensing			
MS Project 3	0	\$ 360.00	\$ -
MS PowerBI License	0	\$ 203.06	\$ -
Backup Administration	0	\$ 517.50	\$ -
Beast licensing by Porter Lee	0	\$ 1,076.35	\$ -
Beast Support	0	\$ 947.60	\$ -
Data Storage Backup - per Tb	0	\$ 50.00	\$ -
Dedicated Virtual Server	0	\$ 2,060.00	\$ -
Desktop Support	0	\$ 1,165.18	\$ -

Desktop Telephone	0	\$	575.00	\$	-
Duo	23	\$	29.46	\$	677.58
Firewall setup, maintenance, and operations	0	\$	517.50	\$	-
Malware Bytes	0	\$	24.62	\$	-
MDT Support	0	\$	517.50	\$	-
Microsoft desktop software license - E3/G3	0	\$	444.34	\$	-
Netmotion Vendor Support	21	\$	109.18	\$	2,292.78
Ricoh AX	0	\$	105.55	\$	-
Ricoh Kofax	0	\$	61.15	\$	-
Security Cameras Software license	0	\$	9.17	\$	-
Server Support	0	\$	1,552.50	\$	-
Smartnet for Cisco	0	\$	123.60	\$	-
Veeam Backup license	0	\$	66.05	\$	-
Workday ERP License	0	\$	726.87	\$	-
Total				\$	4,290.36

Rates are reviewed and adjusted annually. Call out for support outside of normal business hours will be charged at \$200/hour with one hour minimum. After hours support may require additional costs for overtime and other expenses.

Only services and/or support items listed are included in this agreement. YCITS has the right to decline any work requests not listed in this agreement. Accepted requests made by the customer to YCITS for items not listed in this agreement will be charged at \$150/hour at quarter hour increments for services provided during working hours. Outside normal business hours will be charged \$200/hour in quarter hour increments, with a minimum one hour charge. Other services and support may be negotiated upon request.

APPROVED
Yakima County Information Technology

APPROVED
Grandview Police Department

Signature
Dale A. Panattoni, Director

Signature
Ashley Lara, Mayor

Date

Date

Anita Palacios

From: Shane Fisher
Sent: Tuesday, February 10, 2026 11:16 AM
To: Ashley Lara; Ashley Lara; Bill Moore; Javier Rodriguez; Ramona Garibay-Rios; Laura Flores 1; Laura Flores; Joan Souders; David Diaz; Robert Ozuna; Robert Ozuna
Cc: Anita Palacios; Matt Cordray; Gretchen Chronis; George Saenz; John Simmons; kal.fuller@grandviewpd.us; Wendy Poteet
Subject: 2025 Council Retreat Summary
Attachments: 2025 Council Retreat Summary.pdf

Councilmembers & Department Heads,
I finally received the Council Retreat Summary from Jeanna Hernandez who facilitated our retreat. Attached is the summary for your review. We will discuss it during one of our upcoming City Council meetings.

Thanks,

Shane Fisher

City Administrator
207 West Second Street
Grandview, WA 98930
(509)882-9206 – Direct
(509)882-9200 – City Hall
sfisher@grandview.wa.us
www.grandview.wa.us

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

2025 Retreat Summary

Grandview City Council



2025 Retreat Summary Grandview City Council

Concise Summary:

Grandview City Council members and the City Administrator met with a facilitator for a one day retreat intended to power through some challenging City concerns. The primary objective was reaching consensus in refining direction for city staff in advance of the City's upcoming budget cycle and 5 Year Strategic Plan.

Economic Development, Public Safety and minimizing costs while maximizing fiscal sustainability, services and transparency to Grandview residents was a consistent theme. There is also a significant need for City Infrastructure and Facilities efforts.

Distinguishing between what is essential for a city to provide and the optional or "quality of life" expenses a city might add was important. The Revised Code of Washington's (RCW's) basic requirements of cities was part of this discussion which led to prioritizing what the City must provide and what is optionally or possibly funded by a city. Ultimately, all must come at an expense, frequently, to taxpayers. More services, more taxes - unless there are outside funding sources. Council recognized the place and value of organizations such as Grandview's Port District, Chamber of Commerce, Main Street Program, Rotary, education systems and more.

City revenue sources and anticipated costs were examined. Priorities and options for the City were refined/clarified, outlined and confirmed with those in attendance. Individual council member and group rankings of priority initiatives were part of the process. The City Administrator presented data and timelines to kick off discussions about public safety (police, fire, and medical response). On behalf of Grandview residents, Council was able to get answers to their questions about costs, compliance, interactions and possibilities. The current Police facility is decidedly insufficient and must change. Comprehensive local fire increases are desired, but impractical now as staffing and related expenses are ongoing. Conversation confirmed that City owned medical transport services are currently unaffordable. The City Administrator is to seek to improve the current EMS service agreement/s. Aspects of transportation and infrastructure were covered. It's never simple to allocate resources for a city, but the things that a city must provide—things that no one else does—must take precedence over optional expenses.

Council expressed a desire to nurture businesses within Grandview as a means of offering more local opportunities to residents, as well as providing a source of commercial revenue to the City. Council seemed to prefer minimized residential taxes. Information on what is necessary for eminent domain and potential ordinance changes and enforcement was shared with Council. Council considered potential ordinance modifications and eminent domain. Our State's eminent domain RCW's require exacting procedures and timetables with no assurance all efforts won't re-start following an appeal.* At the moment, there isn't a staff member (or two) to carry out such procedures, legal compliance, accountability, and/or process appeals. Furthermore, the City's would need to pay (compensate) for any related property. At this time, there are not adequate General Fund nor staff reserves for such an undertaking.

Again, based on anticipated budget shortfalls, increased expenses and much discussion, Council agreed that some form of revenue must be added to the City's General Fund. Considerations are outlined in the *Complete Summary*. A 4% increase to the City's sewer rate was unanimously agreed upon.

Though there was more to discuss, especially in relation to Grandview's economy and growth, the gathering had exceeded its end time of 3:30 by a bit. All who started the retreat fully finished.

End Concise Summary

* There are clips from the Revised Code of Washington (RCW) provided at document end for the purpose of providing *just a glimpse* at some of the **eminent domain** considerations. Some additional resources follow.

Please note that some capitalizations are used herein for quick identification and outside of their proper application (e.g., City, General Fund).

2025 Retreat Summary Grandview City Council

Complete Summary:

This Public Meeting was previously announced and held at the Grandview City Library.

Scheduled on September 25th, 2025, from 8am to 3:30pm.

The meeting formally began with introductions at 8:12am.

IN ATTENDANCE:

Mayor	Ashley Lara
Mayor Pro Tem	Bill Moore
Council Member	David Diaz
Council Member	Robert Ozuna
Council Member	Joan Souders
Council Member	Laura Flores
City Administrator	Shane Fisher
Facilitator	Jeanna Hernandez

Excused Absences

Council Member	Javier Rodriguez
Council Member	Steve Barrientes

No others were in attendance

Initial introductions were made around the tables

Brief reference was made to Grandview's city classification structure in WA State. Some basic facts are here:

Chapter 1.08 CITY CLASSIFICATION

§ 1.08.010 Designated.

§ 1.08.020 Continuation in office.

§ 1.08.010 Designated.

The city adopts the classification of noncharter code city, without reorganization, to be governed by the provisions of Chapter 35A.12 RCW under MAYOR-COUNCIL plan of government, and endowed with all applicable rights, powers, privileges, duties and obligations of a noncharter code city as the same now exists, or may be provided hereafter, including any and all supplements, amendments, or other modifications of said Title 35A hereafter at any time enacted.
(1964 code § 1.01.010)

BASIC AGREEMENTS

These basic agreements were established, distinguishing between what a City in Washington State is required to provide, and what may be considered "Community Enhancement" or "Quality of Life" or "Added Services" as community amenities.

Revenue (Income: generally taxes) verses Expenses (Costs: Required and Desired)
The Public Pays to have more Public Services (including Enhancement / Quality of Life).

- Required (presumably, Priority Funded) City Services

- Pubic Safety
 - Police Department Services
 - Fire Department Services
 - Medical Transport Option
- Water (includes supply) & Related Infrastructure (w/ Maintenance)
- Sewer + Trash = Sanitation
- Roads and Public Transportation Infrastructure (w/ Maintenance)

also, often considered required

- Parks and Recreation (basic or existing facilities) - to be prioritized as retaining prior investment value (distinguished from new Parks & Rec expenditures)
- Library services would align similarly to Parks & Rec
- Compliance
 - Grants
 - OPMA (Open Public Meetings Act) & Public Records Requests
 - Police, Fire, Unions
 - State, EPA, GMA, +
 - Legal details and strategies
- City Staffing - necessary to provide the services, records, compliance, +

- Optional (or Optionally Funded) City Services

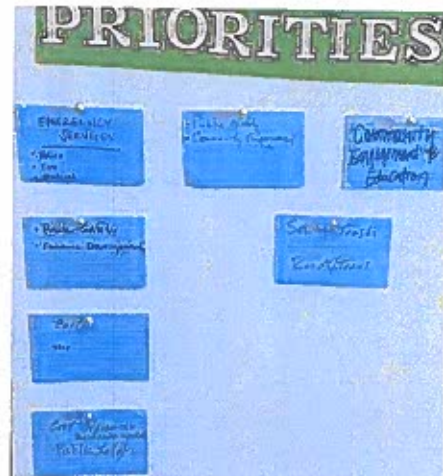
- Parks and Recreation - especially new or expanded services
- Community Engagement
- Code Enforcement/Compliance - a priority, but buildings with streets and sewer services are required to comply with enforcement methods, perhaps part of the required services, above
- Snow Removal and Traffic Management - these are really a part of Roads and Public Transportation, but are listed here just because they were a separate line item of discussion. They have also been on the budget chopping block in some surrounding locations.
- Certain Staffing for optional City Services

PRIORITIZATION EXERCISE

The Elected Officials and City Administrator (CA) were asked to write their **top one - not more than two - priorities for Grandview** on a card.

Those cards demonstrated more similarities than differences, and most were in line with what is required of a city:

- 1) Emergency Services
 - Police
 - Fire
 - Medical (defined as transport/response, as in Ambulance)
- 2) Public Safety
Economic Development
- 3) Police
Fire
- 4) City Ordinances (Review & Update)
Public Safety
- 5) Public Safety
Community Engagement
- 6) Community Engagement
Community Education
- 7) Sewer & Trash
Roads/Transportation



These might be boiled down to :

- 5 prioritizing **Public Safety** as 1st or 2nd top need [w/ 8 potential votes of 14]
- 2 prioritizing **Community Engagement** as 1st or 2nd top need
- 1 prioritizing **Community Education** as 1st or 2nd top need
- 1 prioritizing **City Ordinances** as 1st or 2nd top need
- 1 prioritizing **Roads** as 1st or 2nd top need
- 1 prioritizing **Sanitation** as 1st or 2nd top need

GENERAL FUND

What is the *General Fund*? What distinguishes it from other funds? What are its revenue sources? What are its expenses? What MIGHT be paid for by the City (and its residents) and what has the option of being funded by external sources?

The City's expense fund, known as the General Fund, is managed and prioritized by the Council.

The General Fund is the City's Expense Fund, and it is under the direction and prioritization of Council.

82% of this fund is from taxes; specifically property, sales and utility taxes.

The largest expenses from the General Fund are (historically, and perhaps by necessity):

- Police
- Fire
- Parks & Recreation

Grants and/or appropriations from federal and/or state sources may also bring revenue. Other potential sources of income include support/sponsorships (for an event, for instance), donations, and fundraising, which may involve efforts to get donations and sponsorships.

REVENUE

The income, needs, and effects of several revenue sources were discussed. Although there are associated costs and burdens, implementing a B&O tax—as 50 cities and towns in Washington state have done—is a potential revenue option. There must be a sizable enough tax base to cover the expenses of the process while still benefiting the General Fund because staff is required for expertise, collecting, and reporting. B&O tax reporting and costs can pose challenges, particularly to small businesses and cities. In favor of desired business growth and options in Grandview, Council members unitedly decided against a B&O tax at this time.

Agreed: B & O tax is not a current option for Grandview.

This was an extensive discussion topic and it would naturally launch into the discussion of Economic Development, but to allow some of the information and correlations to settle more fully, we next heard about some of the expenses the City must take into account.

INFRASTRUCTURE AND PUBLIC WORKS



The CA briefly updated Council of ongoing and projects and efforts with which they are familiar. There was little discussion here.

GRANDVIEW POLICE



An update on **Policing in Grandview** was provided by the CA.

- \$680K in a pledge from the Department of Commerce has been secured for Police related expenses
- ~\$322.6 (of the above funding) will be available for the purchase of land for a new Police Structure
 - The existing Police Building is 86 years old and includes jail space. The space is not sufficient for Police business, even if the jail space could be converted. The facility contains thick concrete walls inhibiting electronic reception and communication, making the space problematic, if not a liability. There is anticipation that the current building could be out of compliance before long. The need for a different Police Structure is unquestionable.
 - Grandview has annexed properties into the City (and likely will annex more in the future) requiring more police service to more area, structures and homes. The need for policing in Grandview is expanding, so efforts must grow.
 - The Police Department can currently justify 3 additional personnel, but the CA cautiously estimates there will be funds allocated for just one additional police department hire in 2026. Staffing schedules are stretched because of things like Family Medical Leave (FMLA), vacation, paid time off (PTO) and such shifts must be covered on top of City patrols and daily requirements.
 - A new police position will require several months where the individual is paid to go to training before that person may serve as law enforcement in Grandview (unless there is a lateral hire made. The ability to attract quality staff in Grandview's Police Department is further cause for growing Grandview as an increasingly attractive destination/residence).
 - A new hire for the Police Department requires more funding than just the employment salary as there is personal and vehicle equipment to be purchased, and potentially a police vehicle as well.
 - Council Desired Options for PD, particularly as Grandview and its businesses grow.

Agreed: **The Police Building efforts must persist.**

GRANDVIEW FIRE

A similar informational format from the CA was provided. Conversation was heavy on practicalities like staffing and costs. Council's want for a Full Time Fire Department was clear, but details are instructive. A staffing schedule illustrated the actual employee expenses before union involvement. The currently prohibitive and ongoing costs were obvious. The Council appeared to have a strong grasp of most of this material but the factors furnished were important.



Agreed: **No Full Time Fire efforts** at this time.

GRANDVIEW EMS / Medical Transport Service

Again, the CA gave an update. The discussion covered new information (no cohabiting building option) and details Council was familiar with. Extensive and perpetual costs are not within the City's current capacity as it must finish with the Police facility. The CA was asked to seek to **refine current services** as a way of getting the best service now that Grandview can provide for its residents. Noted: Grandview currently has mutual aid agreements with several Yakima County agencies. Beyond refining of the service agreement, it was...

Agreed: **No further EMS/Medical Transport effort** for City Staff at this time.



	Water	Sewer	Trash
+1%	\$7.65	2.43	5.52
\$25K		\$50K	\$10K
+1.5%	\$11.48	3.65	7.72
\$37.5K		\$75K	\$15K
3%	22.95	7.29	16.56
\$75K		\$150K	\$30K
		4.5%	10.95
			12.5%

Handwritten notes on the whiteboard include: 0.72, 7.65, 16.57, 4.9%, 9.11, \$200K, 11.48, 2.9, 18.77, 1.5%, 1.5%, 3%, 4.5%, 12.5%.

ECONOMIC DEVELOPMENT

What is the City's role?

What are Economic Development requirements? options?
purposes? community perceptions?

How is Grandview best positioned for Fiscal Sustainability?

Economic Growth within the City creates growth in the tax base.



There have been a lot of prior efforts made with the focus of Economic Development in Grandview over the past several years.

- An *Economic Development Strategic Guide* was commissioned, but the work was altered to address just the list of "priority" items provided by the City Council. (Dec, 2021)
- There were *multiple efforts, meetings, at least one survey, and grants made with ARPA funds* and Council participation/direction. (2021-2025)
- Grandview's *Council Retreat* of 2 days each in at least year 2022 and 2023. Yakima Valley Council of Governments (YVCOG) facilitated the sessions and termed the 2023 event as "a strategic visioning retreat for Staff and City Council."
- A *Destination Assessment* was performed by the Destination Development Association. The 100 page report has some insights but also lists a number of things which were specific suggestions to/for/about businesses and not the City itself or things under the purview of Grandview's City Council. Page 46 intros the "Bring Back Downtown" section and starts with the suggestion to paint a mural on a blank wall. (Oct, 2024)
- There was a *community survey* done in June - July of 2025. The top priority indicated (by both long-time and new residents) for "Allocating City Resources" was "Public Safety." The second selection by both lasting and more recent groups was > 30% behind the prioritization of Public Safety. There were 166 total responses in this survey.
- This is not an exhaustive list, but an example of Council's ongoing efforts.

Council members brought ideas and also brought input from residents for today's Retreat.



ECONOMIC DEVELOPMENT, *continued* (1)

We discussed a myriad of options, most notably (but in no particular order):

- the limited role of Council in Economic Development
- increased City ordinances which might strengthen the City's ability to prevent visual and functional disruptions like a burnt building downtown, for example. Also, mixed-use is in the downtown business district. Any change allowing businesses in residential neighborhoods creates issues for infrastructure, transportation, patrolling, and more.
- perhaps tax incentives or such motivations to attract businesses
- streamlining of the permit and development process. Such efforts would benefit from
 - permitting software
 - reorganizing the Building Division
 - additional employees: specifically in Bldg Division and Code Enforcement
 - additional staff
 - Currently, there are two (2) full time employees (FTE's) who split the duties of plan reviews/inspections and Code Enforcement. Grandview has capacity need for two (2) more employees in Building Division and one (1) more in Code Enforcement. Code Enforcement is extremely difficult for staff to get to around the volume of other tasks. There is always potential for City liabilities for errors resulting from overstretched staff, time and divided focus.
- potential Marketing and Branding, such as "Choose Grandview" and a professionally done website w/ available property sites, potential incentives and demographic data. Ultimately, there may be want of a business recruiting type tool available for public consumption. Again, we discussed how that necessitates staffing, prioritization, expertise and expenses.
- Partnerships. Council desire to collaborate with the Chamber, Port District, and State Agencies. Potentially others. There is a desire to leverage Workforce Development programs; an example of which might be some marketing or tech skills or apprenticeship formed with a local educational program.
- Business Retention and Expansion (BRE) is a huge concern.
 - annual visits to employers to encourage communication and express value
 - desire to continue and increase efforts that address regulatory or infrastructure updates and concerns
 - City Administrator is to meet with major employers, annually
 - approximately sixty-five (65) small business grants were awarded with ARPA funds, totaling approximately \$800k. The intent was to promote existing business retention. Some of those grant recipients remain in business in Grandview.

ECONOMIC DEVELOPMENT, *continued* (2)

Staff is short. Most of the retreat ideas about economic development come with a requirement of more staff time and efforts. New expertise would also require something along the lines of contracts or training - except, perhaps, with local DECA (Distributive Education Clubs of America) and/or college student engagements.

State RCW's have specific requirements and process for eminent domain and other topics of discussion. IF the City were to take ownership of a property, it comes with requirements most cities are not prepared to deal with unless there is dedicated staff and/or processes established. There are costs and timeframes to be considered, and those might start all over again with an appeal. There remain questions about how the City could possibly facilitate the labor burdens and expenses.

Revisiting the **prior Economic Development materials** for an update or refining may be desired.

While the City is continually tasked with City function, service and compliance efforts, it does well to avoid impeding or interfering with the Business Community unnecessarily.

IF or As staff time can made available, the City desires to

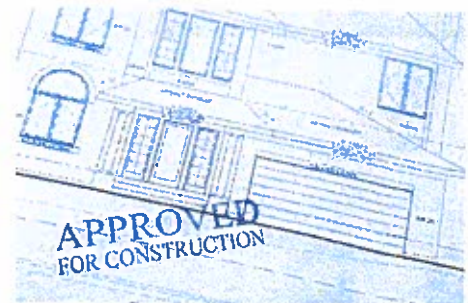
- Attract New Business with
 - an inventory of available commercial/industrial land in Grandview
 - identifying potential target industries (manufacturing, logistics, agribusiness, retail)
 - keeping the Building Division and City interactions as efficient and pleasant as possible
- enhance the Business Environment, possibly including
 - Support of business networking and training events held by Grandview's Chamber, Main Street Association, Local College, or High School
 - a special appreciation of the local DECA group was noted



Agreed: **budget for permitting software and website updates** in upcoming budget

Agreed: an **Economic Development update is desired**

Agreed: seek to **budget an additional staff member for business/Building Division/Codes**



Back to REVENUE

Of course, Grandview has a need for fiscal sustainability. Again, with increasing costs such as unfunded State mandates, inflation and the State's minimum wage hike, increasing revenue is necessary for Grandview. Council is clear they want to minimize costs to their residents whenever possible, but it is also clear that the City currently anticipates a shortfall. It is necessary to cut services and/or to raise revenue. The police station and other needs are critical. Thus, raising revenue for the City of Grandview is equally crucial.

Potential Revenue Sources were further discussed.

- The CA reviewed already secured and potential funding efforts.
- *Levy Lid Lift*: This has potential as a voter-approved increase to property tax beyond the 1% yearly state cap. There are expenses for putting a levy lift on a ballot and it might be better to save this for residents to consider if it's necessary to Bond what may remain to be funded for the new police facility.



Agreed: **No Levy Lid Lift** effort at this time

- *Sales Tax for Public Safety*: The City currently utilizes a 0.3% Public Safety tax. The new Public Safety Tax has strings and is untested. The language details have been altered when it comes to compliance. It seems confusing for residents to see Public Safety taxes from two different directions, and assuring compliance could be tricky. Business and resident concerns with this tax were discussed.

Agreed: **No Public Safety Sales Tax** effort at this time

- *Permits, inspections, and city services* are currently provided, but the City's costs may not be fully covered in the corresponding fees. Additionally, we don't know if or how Grandview fees compare to other jurisdictions.
 - "Impact Fees" for development were discussed. Some local cities have them, others do not. The CA was given Council agreement to look into Impact Fees and bring them back before Council with recommendations, depending upon his findings.
 - Council desires Staff to take a local look, as able, at City costs and reasonably comparable fees (with potential adjustments) to permits, inspections, and City services of a related nature.

Agreed: **Look/Recommend to Council on Impact Fees**

Agreed: **Look/Recommend to Council on fees related to permits, inspections and city services**



Back to REVENUE, *continued*

- *Utility and Service Fees:* These fees have not had consistent adjustments to cover City costs, though they are reviewed yearly through the City's budget progress.

Agreed: **Utility Rate Study every 2 years on water, sewage, trash/garbage fees**

- Water, Sewer and Trash rate increases and the potential need for them were discussed. The City Council members did not want rate payers to encounter more costs than very necessary. City costs and needs were discussed more, including inflation, wages and State mandates.
- A Water fee increase of 1% would cost the rate payer \$7.65 more, as a estimated average. The net to the City on the same 1% Water increase would be \$25,000.
- A Sewer fee increase of 1% would cost the rate payer \$2.45 as a estimated average. The net to the City on the same 1% Sewer increase would be \$50,000. Please note the lesser cost to the rate payer but the larger return to the City for that 1% increase.
- A Trash fee increase of 1% would cost the rate payer \$5.52 more, as a estimated average. The net to the City on the same 1% Trash increase would be \$10,000.

The costs to the rate payers and the hardships of fixed incomes and more were of significant concern. Increases in surrounding areas have recently been in varying amounts, and a 5% increase in Yakima was noted. The City revenue amounts and rate payer costs were considered in amounts from 1% to 4.5%. With several considerations and much back and forth, attendees agreed that a 4% increase to Sewer was necessary. It would be the least increase to ratepayers while being the greatest City benefit (an estimated \$200,000 to the City with less than \$9.75 per user).

Agreed: **a 4% increase to Sewer rate**

Agreed: **No further increases at this time**



RECAP

A very brief recap confirmed the portions you find in **bold text** (not a title or heading) within this summary. It also reminded Council that the City's Core Goals provided before the Retreat were:



1. Economic Development – Attract new businesses, support existing businesses.
2. Fiscal Sustainability – Maintain revenue streams that keep pace with inflation.
3. Public Safety Improvements – Transition to a full-time fire department and ambulance service; build a new police station.
4. Infrastructure & Facilities – Secure property for critical facilities and improve city services.

Based on the information and costs requirements, the FT Fire Department and ambulance service was deemed not currently actionable by Council members. That is in an effort to prioritize Grandview's Vision Statement, including being an "economically strong community by promoting sustainable growth..."

***Vision Statement:** "Grandview will be a vibrant, safe, and economically strong community by promoting sustainable growth, enhancing public safety, and ensuring high-quality services for all residents."*

The Retreat was adjourned before 3:40pm.



If time had permitted, it might have been useful to allow Council to track and promote accountability using a process. A visual was on hand with headings as follows:

TASK OBJECTIVE	STEP	Responsible WHO	Report/ Update WHO	Goal Ending DATE	Complete DONE	VERIFIED & NOTED

Post Retreat

FACILITATOR and RETREAT EVALUATION

Attendees were asked to take a moment and answer three questions on 4x6" cards:

- What did you like?
- What didn't you like?
- What could have been done better?

Seven response were provided, no names were requested or given. The words are verbatim here, though there are some very slight formatting changes.

- 1) - Like the much more narrow focus. I liked clearly defining so all on the same page and could point to.
 - Too much time off topic - nothing you could have done to prevent.
 - Snacks/fidget toys/etc. I think we could have used more time.
- 2) -Small more intimate group. The 5 year plan meant something to work towards.
 - Nothing really
 - Maybe making it a day and 1/2 session - so we could have more time to absorb the discussion. Overall I really liked it and felt we are moving in the right direction with a 5 year plan verses needs and wants from past sessions.
- 3) - Good open conversations - need more of these.
 - Too much info about Yakima
 - To have 2 lists of tasks, timeline and assignments.
- 4) - More personal on Grandview's issues was a high point! Where we are financially, etc.
 - Less talk on other cities problems.
 - Overall flow of meeting went well.Accomplished important points. Not sure if another day/half day would have benefited. Maybe.
- 5) - I liked it - all of the subjects. Very good information.
 -
 - Maybe in the near future, go over the plan in review and then expand on the information.
- 6) - Insights & history, things to watch for, council being mostly on the same page.
 - no timeframes for what we were talking about (how long); no action plan
 - agenda so we know what the day look like & when we were talking about certain things
- 7) - Kept the group on task and focused. Very knowledgeable and professional. Brought insights from past experiences
 - Discussion from participants went down a rabbit hole, on occasion. Not your fault.
 -

Comparison of Water/Sewer/Garbage Billing - Similar Size, Local Communities
2008

	Water Charges	Water Tax	Sewer Charges	Sewer Tax	Garbage Charges	Garbage Tax	Total	note/comment
Selah	15.85	0.95	33.85	2.03	11.70	0.70	65.08	08 rate change, 6% utility tx
Union Gap	21.37	-	35.99	-	7.97	-	65.33	incl recycling container
Toppenish	26.42	8.45	40.53	12.97	10.68	3.42	102.47	32% utility tax w/s 6% gbg
Sunnyside	19.58	1.17	36.25	2.18	5.84	0.35	65.37	6% utility tx 35 gal gbg min
Prosser	19.89	1.99	39.58	3.96	-	-	65.42	w/s ut. Tax = 10%
West Richland	36.40	4.55	39.00	4.88	15.76	0.95	101.54	12.5% utility tax all
Grandview	22.69	3.97	20.68	1.24	10.16	1.78	60.52	17.5% w/g utility tx, 6% sewer



Supplement: Clips and Resources regarding eminent domain, page 1 of 2

* Clips from the Revised Code of Washington (RCW) provided here for the purpose of providing *just a glimpse* at some of the **eminent domain** considerations. Some additional resources follow.

* Title 8 RCW <https://app.leg.wa.gov/rcw/default.aspx?Cite=8>

EMINENT DOMAIN

8.04 Eminent domain by state. 8.08 Eminent domain by counties. 8.12 Eminent domain by cities. . . .

Chapter 8.12 RCW <https://app.leg.wa.gov/RCW/default.aspx?cite=8.12>

EMINENT DOMAIN BY CITIES CONDEMNATION . . .

* 8.12.050 - Petition for condemnation.

Whenever any such ordinance shall be passed by the legislative authority of any such city for the making of any improvement authorized by this chapter or any other improvement that such city is authorized to make, the making of which will require that property be taken or damaged for public use, such city shall file a petition in the superior court of the county in which such land is situated, in the name of the city, praying that just compensation, to be made for the property to be taken or damaged for the improvement or purpose specified in such ordinance, be ascertained by a jury or by the court in case a jury be waived. . . .

* 8.12.250 - Advancement for general funds against assessments.

If any city or town shall desire to take possession of any property or do any damage or proceed with any improvement, the compensation for which is to be paid for in whole or in part by the proceeds of special assessment user this chapter, it came advance from its general funds, or any moneys available for the purpose, the amount of the assessments aforesaid, and pay the same to the owner or into court, as herein provided, reimbursing itself for moneys so advanced from the special assessments aforesaid. If there be no funds available for the purpose, of raising funds therefor, which indebtedness for the purpose of raising funds therefor, which indebtedness shall be contracted and such proceedings taken therefor as is provided by law for indebtedness contracted for other internal improvements. . . .

* 8.12.260 - Appointment of board of eminent domain commissioners - Terms of office.

At any time after June 11, 1907, any such city may petition the superior court of the county in which said city is situated, that a board of eminent domain commissioners be appointed to make assessments in all condemnation proceedings instituted by such city. . . .

* Title 35 RCW **CITIES AND TOWNS** <https://app.leg.wa.gov/rcw/default.aspx?Cite=35>

* 35.80A.010 Condemnation of blighted property

Every county, city, and town may acquire by condemnation, in accordance with the notice requirements and other procedures for condemnation provided in Title 8 RCW, any property, dwelling, building, or structure which constitutes a blight on the surrounding neighborhood. A "blight on the surrounding neighborhood" is any property, dwelling, building, or structure that meets any two of the following factors: (1) If a dwelling, building, or structure exists on the property, the dwelling, building, or structure has not been lawfully occupied for a period of one year or more; (2) the property, dwelling, building, or structure constitutes a threat to the public health, safety, or welfare as determined by the executive authority of the county, city, or town, or the designee of the executive authority; or (3) the property, dwelling, building, or structure is or has been associated with illegal drug activity during the previous twelve months. Prior to such condemnation, the local governing body shall adopt a resolution declaring that the acquisition of the real property described therein is necessary to eliminate neighborhood blight. Condemnation of property, dwellings, buildings, and structures for the purposes described in this chapter is declared to be for a public use. . . .

* 35.80A.030 . . . (f) That if, after the required hearing, the board or officer determines that the dwelling is unfit for human habitation, or building or structure or premises is unfit for other use, it shall state in writing its findings of fact in support of such determination, and shall issue and cause to be served upon the owner or party in interest thereof, as is provided in (c) of this subsection, and shall post in a conspicuous place on the property, an order that (i) requires the owner or party in interest, within the time specified in the order, to repair, alter, or improve such dwelling, building, structure, or premises to render it fit for human habitation, or for other use, or to vacate and close the dwelling, building, structure, or premises, if such course of action is deemed proper on the basis of the standards set forth as required in (e) of this subsection; or (ii) requires the owner or party in interest, within the time specified in the order, to remove or demolish such dwelling, building, structure, or premises, if this course of action is deemed proper on the basis of those

standards. If no appeal is filed, a copy of such order shall be filed with the auditor of the county in which the dwelling, building, structure, or premises is located.

(g) That the owner or any party in interest, within thirty days from the date of service upon the owner and posting of an order issued by the board under (c) of this subsection, may file an appeal with the appeals commission.

The local governing body of the municipality shall designate or establish a municipal agency to serve as the appeals commission. The local governing body shall also establish rules of procedure adequate to assure a prompt and thorough review of matters submitted to the appeals commission, and such rules of procedure shall include the following, without being limited thereto: (i) All matters submitted to the appeals commission must be resolved by the commission within sixty days from the date of filing therewith and (ii) a transcript of the findings of fact of the appeals commission shall be made available to the owner or other party in interest upon demand.

The findings and orders of the appeals commission shall be reported in the same manner and shall bear the same legal consequences as if issued by the board, and shall be subject to review only in the manner and to the extent provided in subsection (2) of this section. . . .

* * 35.80A.040 Authority to enter blighted buildings or property—Acceptance of financial assistance.

Every county, city, or town may, in addition to any other authority granted by this chapter: (1) Enter upon any building or property found to constitute a blight on the surrounding neighborhood in order to make surveys and appraisals, and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted; and (2) borrow money, apply for, and accept, advances, loans, grants, contributions, and any other form of financial assistance from the federal government, the state, a county, or other public body, or from any sources, public or private, for the purposes of this chapter, and enter into and carry out contracts in connection herewith.

* 8.25.075 Costs—Award to condemnee or plaintiff—Conditions.

(1) A superior court having jurisdiction of a proceeding instituted by a condemnor to acquire real property shall award the condemnee costs including reasonable attorney fees and reasonable expert witness fees if:

(a) There is a final adjudication that the condemnor cannot acquire the real property by condemnation; or

(b) The proceeding is abandoned by the condemnor.

(2) In effecting a settlement of any claim or proceeding in which a claimant seeks an award from an acquiring agency for the payment of compensation for the taking or damaging of real property for public use without just compensation having first been made to the owner, the attorney general or other attorney representing the acquiring agency may include in the settlement amount, when appropriate, costs incurred by the claimant, including reasonable attorneys' fees and reasonable expert witness fees.

(3) A superior court rendering a judgment for the plaintiff awarding compensation for the taking or damaging of real property for public use without just compensation having first been made to the owner shall award or allow to such plaintiff costs including reasonable attorney fees and reasonable expert witness fees, but only if the judgment awarded to the plaintiff as a result of trial exceeds by ten percent or more the highest written offer of settlement submitted by the acquiring agency to the plaintiff at least thirty days prior to trial.

(4) Reasonable attorney fees and expert witness fees as authorized in this section shall be subject to the provisions of subsection (4) of RCW 8.25.070 as now or hereafter amended.

* Per the Association of Washington Cities (AWC), there have been WA State bills presented seeking to not allow eminent domain for economic development. <https://wacities.org/advocacy/News/advocacy-news/2017/01/13/bill-prohibiting-the-use-of-eminent-domain-for-economic-development-purposes-surfaces-afew>

Published on Jan 13, 2017 *Bill prohibiting the use of eminent domain for economic development purposes surfaces anew*
The Senate Law & Justice Committee will again hear a bill prohibiting the use of eminent domain for economic development purposes. A bill like this has been introduced every year for some time, and AWC usually leads the charge in opposing it because it restates an existing constitutional prohibition and would only serve to increase potential legal exposure for cities. It also greatly limits the ability for cities to use condemnation in blighted areas under our community renewal statute. This bill will be heard on January 17 and currently does not have a bill number. A draft is available here.

* Municipal Research and Services Center of Washington (MRSC) <https://mrsc.org/explore-topics/planning/takings/eminent-domain>

- * Eminent Domain: Statutes and Constitutional Provisions
- * Eminent Domain: Examples of Ordinances and Other Documents
- * Eminent Domain: Selected Washington State Court Decisions