

**CITY COUNCIL MEETING
AGENDA**

June 4, 2025

7:00 PM

Civic Center

The Granite Falls City Council will hold it's meeting in person. Comments in this meeting are encouraged and may be e-mailed to the city clerk in advance on the meeting or given in person.

| | Pages |
|---|--------------|
| 1. CALL TO ORDER (Via In Person & Online Via Zoom) | |
| 2. FLAG SALUTE | |
| 3. ROLL CALL | |
| 4. CONSENT AGENDA | |
| 4.a AB 051-2025 Approval of May 22, 2025 through June 4, 2025 Claims Checks #415296 through 415326 totaling \$244,078.33 | 3 |
| 4.b AB 052-2025 Approval of May 16, 2025 through May 31, 2025 Payroll Claims Checks #415295, 415327 and 415328 and Twenty-Seven EFT's totaling \$145,307.07 | 4 |
| 5. STAFF REPORTS | |
| 5.a Passports | 5 |
| 5.b City Clerk Report | 6 |
| 5.c Public Works Staff Report | 8 |
| 5.d Consultant Police Chief Report | |
| 6. PUBLIC COMMENTS/RECOGNITION OF VISITORS-NON-ACTION ITEMS | |
| <i>(The public is encouraged to submit written comments prior to the meeting by emailing them directly to the city clerk at: darla.wilkins@ci.granite-falls.wa.us; and should be submitted no later than 5PM. Public comment speakers can sign up prior to the meeting, or wait for the public comment section of the meeting to be open by the presiding officer. Individual comments shall be limited to three minutes. Group comments shall be limited to five minutes).</i> | |
| 7. NEW BUSINESS | |
| 7.a AB 053-2025 City Manager Resignation and Succession Planning | 11 |
| 7.b AB 054-2025 Consideration to Approve the Memorandum of Understanding between the City of Granite Falls and Teamsters Local Union No. 763 dated May 30, 2025 | 28 |

| | | |
|-----|--|----|
| 7.c | AB 055-2025 Consideration to adopt Ordinance No. 1061-2025 | 35 |
| 7.d | AB 056-2025 Consideration to approve Office Lease Agreement between the City of Granite Falls and American Legion Post 125 | 41 |
| 7.e | AB 057-2025 Consideration to Approve the Real Estate Purchase and Sale Contract with the American Legion Post #125 and the City of Granite Falls | 52 |
| 8. | CURRENT BUSINESS | |
| 9. | MAYOR'S COMMENTS (5 minutes) | |
| 10. | COUNCIL COMMENTS (15 minutes) | |
| 11. | CITY MANAGER (5 minutes) | |
| 12. | EXECUTIVE SESSION None. | |
| 13. | ADJOURNMENT The City of Granite Falls strives to provide access and services to all members of the public. | |



CITY COUNCIL AGENDA BILL

Subject: AB 051-2025

Approval(s): ☒ City Manager

Public Works

☒ Finance

Planning

Attorney

Other: _____

Action Recommended: Approval of consent agenda

Meeting Date: June 4, 2025

Date Submitted: May 30, 2025

Exhibit(s): None

Originating Dept.: Deputy City Manager

Budgeted Amount: \$244,078.33

Fund(s):

001 Current Expense = \$49,566.72

101 Streets = \$806.67

303 Cif/Streets = \$14,768.70

401 Water = \$4,471.26

402 Cif/Water = \$5,512.79

403 Sewer = \$54,628.65

404 Cif/Sewer = \$107,904.00

405 Storm Drainage = \$4,533.68

630 Trust Agency = \$1,885.86

Summary Statement:

Claims are for May 22, 2025 through June 4, 2025.

Background:

N/A

Recommended Motion:

- 1) Motion to approve the claims as presented. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the [state date] claims and approve the minutes as amended.



CITY COUNCIL AGENDA BILL

Subject: AB 052-2025

Approval(s): ☒ City Manager

Public Works

☒ Finance

Planning

Attorney

Other: _____

Action Recommended: Approval of consent agenda

Meeting Date: June 4, 2025

Date Submitted: May 31, 2025, 2025

Exhibit(s): None

Originating Dept.: Deputy City Manager

Budgeted Amount: \$145,307.07

Fund(s):

001 Current Expense = \$56,092.89

101 Streets = \$14,532.62

401 Water = \$25,963.01

403 Sewer = \$41,809.26

405 Storm Drainage = \$6,909.29

Summary Statement:

Payroll claims are for May 16, 2025 through May 31, 2025.

Background:

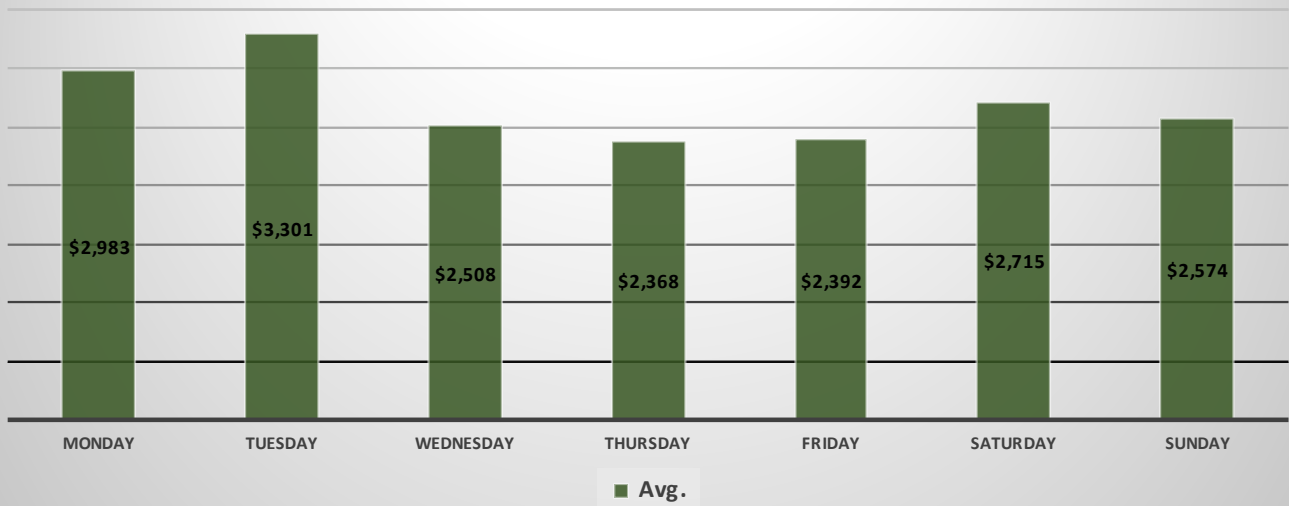
N/A

Recommended Motion:

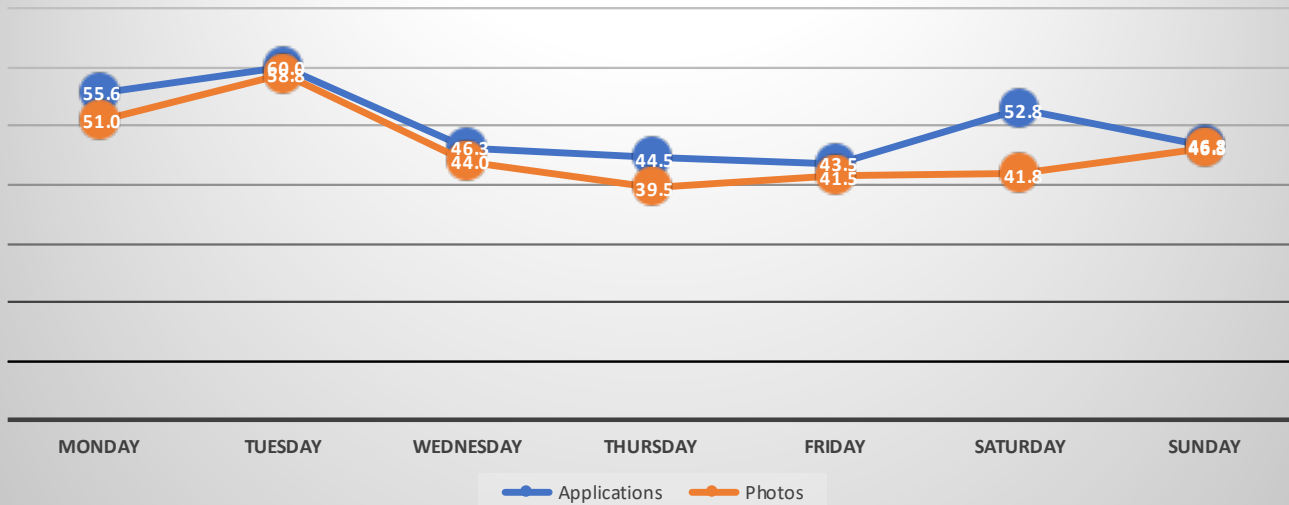
- 1) Motion to approve the payroll claims as presented. This can be accomplished as part of the motion to approve the consent agenda.
- 2) Motion to amend the [state date] payroll claims and approve the minutes as amended.

As of May 27, 2025

30-day Statistics By Day



30-day Application & Photo Processing By Weekday



| | Revenue since 6-6-2022 | Revenue YTD 2025 | Gross Margin YTD 2025 | |
|---------------------------------------|------------------------|--------------------------|-----------------------|-----------------------------|
| Total Revenue (since 6-6-2022) | \$ 1,232,352.35 | \$ 404,967.11 | \$ 286,837.08 | |
| 30-day Annualized Revenue Trend | \$ 1,005,530.58 | | 70.8% | |
| | Gross Margin | % Sales | | Revenue Change v prior year |
| Total Gross Margin (since 6-6-2022) | \$ 551,331.86 | 44.7% | | \$ 190,169.59 |
| 30-day Annual Projected Gross Margin | \$ 712,214.51 | 70.8% | | 88.5% |
| | # Processed | Last 30 day Avg. per day | Break Even | |
| Total Passport Applications Processed | 29,116 | 50.4 | 11.0 | |
| Total Passport Photos Taken | 26,054 | 46.7 | 9.9 | |

City Clerk Staff Report June 4, 2025

Business Licenses (Inside City):

Innerbeauty Salon Granite Falls (GJ McNaught Corporation)

106 Cascade Ave., Ste. 101-102

Granite Falls, WA 98252-8818

Business license application is for: Beauty salon

Star One Imports

309 Portage Ave.

Granite Falls, WA 98252

Business license application is for: Online sales. Amazon, FBA

Five Rings Small Business Solutions (Five Rings Strategies LLC)

211 Tompkins PL

Granite Falls, WA 98252-8717

Business license application is for: Consulting Services

All-Around Contractor LLC

205 Tompkins PL

Granite Falls, WA 98252-8717

Business license application is for: Home Renovation, Contractor, Construction, Specialty Contractor

Business Licenses (Outside City):

Refreshing Creations, LLC

10915 34th Ave. SE

Everett, WA 98208-7526

Business license application is for: Mobile Food Vendor, Mobile Concession Trailer, Craft/Art Sales, Bakery, Retail, Beer, Wine, and Liquor Retailers

Jacuzzi Bath Remodel of Seattle (Baths For Less, LLC)

201 Frontage Rd. N., Ste. C

Pacific, WA 98047-1023

Business license application is for: Construction, Contractor

Squatch Roofing LLC

14102 NE 189th St., Ste. 100

Woodinville, WA 98072-3603

Business license application is for: Roofing, Roof Inspection

Building Permits Issued:

Granite Falls School Dist. #332

405 N. Alder Ave.

Commercial walk-in cooler

Issued on 05/22/2025

Building Permit #2025-025

-Continued-

La Playa Properties, LLC
208 E. Stanley St.
Commercial replacement of the RTU heat pump
Issued on 05/22/2025

Building Permit #2025-026

Denise Howell
212 Noble Way
Residential shower to shower replacement
Issued on 05/20/2025

Building Permit #2025-028

Tracey Lovelace
17602 Mill Valley Rd.
Residential A/C unit
Issued on 05/27/2025

Building Permit #2025-030

Public Works Staff Report

June 4, 2025

PARKS

The Frank Mason Dock Replacement Project is out for bid. The bid deadline is 10:00 AM on June 5, 2025. Sealed bids will be opened and read aloud. Following the bid opening, a bid tabulation will be put together along with an agenda for council consideration to award the project at the meeting on June 18, 2025. Staff will begin the hydraulic project approval (HPA) application submitted through the Washington State Department of Fish and Wildlife.

Public Works is currently pressure washing at Jack Webb Park. The concrete walkway in front and the rear parking area will be cleaned. Once completed, staff will install new torch-down parking stalls and address the ADA signage on the building.

STORMWATER

The Adopt a Drain program is up and running. Residents can now visit wa.adopt-a-drain.org and adopt a stormwater catch basin of their choice. Once adopted, the drain can be named, and a mailer package can be selected that includes a yard sign to place in individuals' yards promoting awareness.

Material from the decant facility was sampled for RCRA 8 heavy metals by Public Works. This is a newer requirement before the material can be hauled off-site for land disposal. In addition to the RCRA metals listed below, copper, nickel, and zinc were also tested for. Many of these metals are present in brake pads. Results have not come back yet.

The RCRA 8 metals are:

- Arsenic (As)
- Barium (Ba)
- Cadmium (Cd)
- Chromium (Cr)
- Lead (Pb)
- Mercury (Hg)
- Selenium (Se)
- Silver (Ag)

WATER

Repairs were made to the irrigation system at City Hall. A plastic six-way manifold for the drip system was to be broken. The part was ordered and replaced on 5/30/2025. This was identified during the annual startup and inspection.

Public Works worked with Harbor Pacific to flush and pull bacteriological samples from the new 8" ductile iron water main installed as part of the wastewater treatment plant upgrade. Results have been received from the testing lab, and the absence of bacteria was confirmed. This is a requirement for all new connections to the water system.

Water shut down May 29, 2025. On 5/22/25, Public Works noticed pooling water near 203 E. Alpine St towards the end of the day. Assuming the water may have been from the resident washing their car, staff revisited the area on the morning of Friday, May 23, 2025, and observed the pooling was still present at which time it was tested for chlorine. The water tested positive, and public works removed a sidewalk panel and began excavation to make repairs. A cracked compression fitting was identified as the source of the leak. The fitting was replaced with minimum disruption to the areas water service. Staff and public works elected to replace the service line from the main to the setter to eliminate future issues with the replacement fitting. The homeowner was notified of a planned shutdown for the morning of Thursday, May 29, 2025. Public works excavated back to the main to shut off the corps, isolating the service to 203 E. Alpine. Once the area was exposed, public works observed heavy flow from around the saddle stemming from a broken saddle connection on the main. It was identified at this point that the main water line was 6" asbestos cement, not 8" ductile iron as noted on the city's basemap. Public works began shutting down valves to isolate the area. The valves operated had little to no effect on slowing down the water. Additional valves in the area were throttled down, subsequently, low water pressure in the northeast corner of the water system occurred. The final repairs were made at 5:45 PM at which point water was restored. The area was backfilled, and public works was offsite by 7:00 PM.

PUBLIC WORKS EMPLOYEES INSTALLING A NEW SERVICE LINE FOLLOWING THE SADDLE REPLACEMENT:



SEWER

Public works replaced the non-working hour meter at the Smoots Lift Station. The default setting for the new "hour meter" is in seconds; modifications are being made to display the pump run time in hours.

STREETS

Staff applied for small grant funding through our insurance carrier, RMSA. The application submitted proposed retrofitting backup cameras to the city's larger fleet vehicles, including the street sweeper and potentially the five-yard dump truck to increase visibility, ultimately reducing risk. RMSA recently notified staff that the application was approved. Reimbursable receipts up to \$5,700 can be submitted through August of 2025.



CITY COUNCIL AGENDA BILL

Subject: City Succession Planning

Action Recommended: Primary, secondary, and alternative motions are listed below.

Originating Dept.: City Manager

Meeting Date: June 4, 2025
Date Submitted: May 29, 2025

Approval(s): ☒ City Manager
☐ Public Works
☒ Finance
☐ Planning
☒ Attorney
Other: _____

Exhibit(s): 1. Letter of Resignation
2. Employment Agreement – CM
3. Employment Agreement – DCM

Budgeted Amount: Within existing Fund budgets.

BARS Code: Labor and Benefits – Funds: 001, 101, 401, 403, and 405

Background:

The City of Granite Falls operates under the council-manager form of government, having transitioned from a mayor-council structure in 2015. Brent Kirk has served the city in various capacities since 2009, initially as Public Works Supervisor, then as City Administrator and Public Works Director, and subsequently as the city's first City Manager following the change in its governmental structure. His tenure has been marked by significant municipal improvements and financial stability, transforming the city from one that had to borrow \$350,000 from the water fund in 2010 to cover basic operations to establishing substantial cash reserves.

Brent Kirk's resignation letter, dated June 4, 2025, cites personal circumstances requiring improved work-life balance as the primary reason for stepping down from the City Manager position. He has expressed continued commitment to serving Granite Falls in a reduced capacity as Deputy City Manager. This role would enable him to maintain his expertise in public works operations, city planning, and grant management, while also accommodating his personal needs.

Summary Statement:

Jeff Balentine currently serves as Deputy City Manager and has demonstrated competency in municipal finance, human resources, administration, and operations. The proposed succession plan would elevate Balentine to City Manager while retaining Kirk's institutional knowledge and expertise through the Deputy City Manager position. This arrangement offers several advantages, including continuity of operations, retention of critical expertise, and minimal disruption to ongoing city projects and initiatives.



The draft employment agreements reflect this proposed structure, with Balentine's City Manager contract specifying a base salary of \$16,083.33 per month, along with comprehensive benefits and the flexibility to continue providing accounting services to Snohomish County Fire District #17 under the existing interlocal agreement. Kirk's proposed Deputy City Manager agreement establishes a monthly salary of \$16,000, with a specific focus on public works oversight, planning functions, and grant management, including provisions for remote work arrangements.

The proposed salary structure for both positions falls within the city's existing personnel budget framework. The City Manager position includes provisions for additional compensation related to the Fire District accounting services, which generate revenue for the city. The Deputy City Manager role emphasizes operational efficiency through remote work flexibility while maintaining essential oversight functions.

Both employment agreements include standard municipal employment provisions, such as performance evaluations, professional development opportunities, comprehensive benefits packages, and termination procedures consistent with state law. The agreements also provide appropriate indemnification and professional liability coverage, ensuring the city's interests are protected while attracting qualified executive leadership.

This leadership transition occurs during a period of significant municipal activity, including ongoing infrastructure projects, comprehensive planning updates, and grant-funded initiatives. The proposed succession plan ensures continuity of these critical functions, allows the new City Manager to lead the 2026 Budget process, while respecting the personal circumstances that necessitated the current City Manager's resignation.

The retention of Kirk in the Deputy City Manager role preserves institutional knowledge spanning over 15 years of service to the City of Granite Falls. His continued involvement in public works operations, planning activities, and grant administration maintains stability in areas requiring specialized expertise and established relationships with city, county, state, and federal agencies.

Recommended Motion:

- Primary Motion: Motion to accept the resignation of Brent Kirk from the position of City Manager effective July 16, 2025, and to appoint Jeff Balentine as City Manager effective July 16, 2025.
- Secondary Motion A (if primary motion passes): Motion to approve the Employment Agreement for Jeff Balentine as City Manager, effective July 16, 2025.
- Secondary Motion B (if primary motion passes): Motion to approve the Employment Agreement for Brent Kirk as Deputy City Manager, contingent upon the City Manager's appointment of Brent Kirk to this position.
- Alternative Motion (if recruitment is preferred): Motion to accept the resignation of Brent Kirk from the position of City Manager effective July 16, 2025, and to direct staff to initiate a recruitment process for a new City Manager while designating the Deputy City Manager as Acting City Manager pending the completion of the recruitment process.

Formal Resignation Letter

Date: June 4, 2025

To: City Council of Granite Falls
City of Granite Falls
215 S. Granite Ave
P.O. Box 1440
Granite Falls, WA 98252

Subject: Resignation from Position of City Manager

Dear Honorable Mayor and City Council Members,

It is with mixed emotions that I submit my resignation from the position of City Manager for the City of Granite Falls, effective July 16, 2025.

After considerable reflection and due to personal circumstances that necessitate prioritizing work-life balance, I have made the difficult decision to step down from my current role as City Manager. This decision has not been made lightly, as my commitment to serving our community has been unwavering throughout my tenure.

I want to express my sincere gratitude to the citizens of Granite Falls, who have entrusted me with the responsibility of serving their community. It has been an honor to work alongside such dedicated residents, who consistently demonstrate their commitment to making Granite Falls a better place to live, work, and raise a family.

To the City Council, I extend my deepest appreciation for your support, guidance, and collaborative spirit during my service. Your leadership and vision for our community have been instrumental in the progress we have achieved together. The trust you have placed in me throughout my tenure, first as City Administrator under the mayor-council form of government and subsequently as City Manager following our transition to the manager-council structure, has been both humbling and motivating.

I am equally grateful to the exceptional city staff who have worked tirelessly to serve our community with professionalism and dedication. Their expertise, commitment, and collaborative efforts have formed the foundation of our municipal operations and driven our accomplishments.

While I am stepping down from the City Manager position due to personal circumstances, I remain deeply committed to serving the City of Granite Falls in a capacity that better aligns with my current life situation. I am pleased to express my interest in continuing my service to the community in the proposed Deputy City Manager position, as outlined in the employment agreement that has been prepared.

The Deputy City Manager role would allow me to continue contributing to the city's strategic initiatives, particularly in overseeing public works operations, city planning

functions, and grant management, while providing the work-life balance I currently need. The position's flexibility for remote work arrangements and focus on supporting the incoming City Manager align well with both my professional capabilities and personal circumstances.

I am fully committed to ensuring a smooth and seamless transition of responsibilities. Over the coming weeks leading to July 16, 2025, I will work diligently to complete ongoing projects, provide comprehensive documentation of current initiatives, and assist in orienting my successor to ensure continuity of city operations.

Serving as City Manager for Granite Falls has been one of the most rewarding experiences of my professional career. The opportunity to contribute to our community's growth, development, and prosperity has been both a privilege and a responsibility I have taken seriously.

I look forward to the opportunity to continue serving our community in the Deputy City Manager capacity and supporting the city's continued success under new leadership. Thank you for being so understanding regarding my decision and for the opportunity to have served in this capacity.

With sincere appreciation and respect,

Brent Kirk
City Manager
City of Granite Falls

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF GRANITE FALLS, WASHINGTON
AND JEFF BALENTINE**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this date between the City of Granite Falls, Washington, hereinafter referred to as "City" or "employer" and Jeff Balentine, hereinafter referred to as "Manager" or "employee."

WHEREAS, the City is a non-charter, optional municipal code city organized under the council-manager form of government, and

WHEREAS, Jeff Balentine previously served as the Deputy City Manager for the City, and

WHEREAS, the City desires to contract with Jeff Balentine to serve as City Manager, and Jeff Balentine desires to accept the position as the City Manager for the City of Granite Falls;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties hereby agree as follows:

1. Term. The provisions of this contract shall commence July 16, 2025, and shall continue indefinitely until terminated by law or pursuant to this Agreement.

2. Duties. The Manager shall fulfill all duties and obligations of the City Manager position as required by law, as well as any additional responsibilities assigned by the City Council from time to time. The Manager is expected to attend all special and regular meetings of the City Council, unless excused, along with any other meetings deemed necessary by the City Council. Furthermore, the Manager will also carry out all duties and responsibilities associated with the roles of Finance Director and Human Resources Director as defined by the City.

3. Salary. The Manager will receive a base salary of \$16,083.33 per month, which will be paid in accordance with the payroll procedures for other City employees. If the City has an active Interlocal Agreement (ILA) for Accounting Services with Snohomish County Fire District #17 (the "District"), and if the Accounting Services are being performed by the Manager, the Manager will receive additional compensation above the base salary based on the following:

- 50% of the billing rate for services rendered District if the level of effort (LOE) is 15% or less (≤ 254 hours contracted; approximately 4.9 hours per week).
- 58% of the billing rate for services rendered District if the LOE is between 16% and 24% (255 to 407 hours contracted; approximately 4.9 to 7.8 hours per week).
- 66% of the billing rate for services rendered District if the LOE is between 25% and a maximum of 33% (408 to 560 hours contracted; approximately 7.8 to a maximum of 10.8 hours per week).
- The additional compensation shall be paid the first pay period after the month of service to the District.

4. Cost of Living Adjustment (COLA). COLA adjustments beginning in the calendar year 2026. will be based on the Seattle Tacoma Bremerton CPI-W percentage rate from June to June of the previous year, with a minimum percentage increase of 1.5% and a maximum of 4% annually.

4. Benefits.

- A. Miscellaneous Benefits.

- (1) Holidays and Vacation. Manager shall accrue vacation at the rate of 20 hours per month. Manager may only carry over 240 hours of vacation leave from December 31 of any year to January 1 of the next year. Vacation in excess of this balance not used by the end of the year shall be forfeited. Manager has the option to cash-out accrued vacation leave consistent with policy as applied to other City employees. In no event will shall the Manager's vacation benefits payable upon retirement or termination exceed 240 hours. Manager shall be entitled to holidays in the same manner as other City employees as defined in the City's collective bargaining agreement with Teamsters Local Union No. 763.

- (2) Sick Leave. Manager shall accrue sick leave at the rate of eight hours per month for each calendar month of service up to a maximum of 720 hours accrual consistent with policy as applied to other City employees. Accrued sick leave is not subject to cash-out.

- (3) Bereavement Leave. Manager shall be entitled to three (3) days paid bereavement leave consistent with policy as applied to other City employees.

- (4) Executive Leave. In lieu of compensatory time, the Manager shall be granted eleven (11) days of executive leave each calendar year. Executive leave may be used for any reason, but must be used in the calendar year granted and shall not be carried over into the next calendar year. There shall be no cash out of unused executive leave upon separation of employment. Any such time shall be considered separate from and additional to any holidays, vacation time or sick leave provided that the Manager shall remain fully accessible by phone and/or email to City staff and the appointed Mayor during any such time off.

- (5) Health, Welfare and Other Benefits. The City will provide and pay the cost of the insurance for medical, vision, dental, life, disability, time loss, and other associated benefits for Manager and Manager's dependents consistent with policy as applied to other City employees per the City's collective bargaining agreement with Teamsters Local Union No. 763.

- (6) Retirement. The City shall contribute into the PERS retirement system for the benefit of Manager in the same manner as other City employees and in accordance with applicable state regulations.

- (7) Professional Association Dues and Fees. The City shall pay for professional dues and subscriptions on behalf of the Manager for participation in national, regional, state, or local associations and organizations, as necessary and desirable for the benefit of the City, and for Manager's continued professional participation and advancement. Examples may include

International City Management Association (ICMA), Washington City/County Management Association (WCCMA), Association of Washington Cities (AWC), American Public Works Association, and various Water and Wastewater certifications, etc.

(8) Use of Vehicle and Mileage Reimbursement. The City shall provide the Manager with the use of a City vehicle for official City business as needed. Use of Manager's personal vehicle for official City purposes will be reimbursed by the City at current IRS mileage rates. Provided, that said reimbursement shall not apply with respect to Manager's daily commute to and from Granite Falls City Hall.

5. Performance Evaluation. The City Council recognizes that evaluation of the Manager's performance is necessary to ensure that the Manager effectively responds to the needs of the City. Therefore, the City Council shall evaluate the Manager's performance at least once each year, and/or when it deems necessary to discuss any concerns or direction in performance. Unless the Manager expressly requests otherwise in writing, the evaluation of the Manager shall at all times be conducted in executive session of the City Council and shall be considered confidential to the extent permitted by law.

6. Termination.

A. By the City. The parties recognize and acknowledge that Manager is an "at will" employee and agree that the City Council may terminate him with or without cause at any time and for any reason pursuant to the provisions of RCW 35A.13.130-.150.

B. Termination Pay. The Employer shall compensate the Employee for all earned vacation, management leave, and personnel leave balances in effect as of the date of termination, resignation, or change of government. The Employer shall be authorized to perform any deductions required by law. Any termination action taken by the Employer shall be subject to the notice period required by state law (RCW 35A.13.130 and RCW 35A.13.140, or successor statutes). The Employer and Employee may, by mutual consent, arrange for a specific effective date of termination, subject to the aforementioned notice period required by state law.

C. Material Breach of Agreement. Failure of the Employer to correct a material breach of the Agreement after notice and a reasonable opportunity to comply will be considered a constructive discharge without cause.

D. Termination for Just Cause. In the event the City Manager is terminated for “just cause,” then Employer’s only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. “Just cause” is defined and hereby limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) dishonesty in the performance of job duties; or (4) improper government action as defined in RCW 42.02.020.

E. Termination by Manager. In the event Manager elects to terminate employment with the City for any reason, Manager agrees to attempt to provide the City with not less than thirty (30) days notice prior to the effective date of said termination. Notwithstanding the foregoing notice requirement, nothing shall prevent the City Council, upon receiving Manager's notice of intent, to allow Manager to leave prior to this thirty-day period.

7. Residency. The City hereby releases Manager from any obligation to reside within the city limits of Granite Falls.

8. Bonding. The City shall bear the full cost of any fidelity or other bonds required of the Manager under any law or ordinance.

9. Integration. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement.

10. Modification. The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.

11. Indemnification. As a condition of Employee’s employment Employer agrees that it shall defend, hold harmless and indemnify Employee and his marital community against any tort, professional or personal liability claim, demand, or legal action of any kind or nature, whether groundless or otherwise, arising directly or indirectly out of an alleged act or omission occurring in the performance of Employee’s duties consistent with RCW 4.96.041. This indemnification and hold harmless shall continue after Employee’s cessation of employment but only insofar as it relates back to claims, demands, suits, judgments, and professional, personal, and community liability arising either directly or indirectly out of his employment. The terms of this provision are contingent upon and assume that the Employee acts lawfully and within the scope of their authority as City Manager, and fully cooperates in the defense of any such claims and suits.

- F. Notices. Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

| | |
|------------------------------|-------------------------------|
| CITY OF GRANITE FALLS | CITY MANAGER |
| ATTN: Matthew Hartman, Mayor | Jeff Balentine |
| 215 S. Granite Ave | 11515 297 th DR NE |
| P.O. Box 1440 | Granite Falls, WA 98251 |
| Granite Falls, WA 98258 | |

Notices may be delivered either personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

- G. Authorization of Facsimile Copies. Both parties agree that upon the Manager signing a facsimile copy of this contract, transmitting the same to the City, and upon the current Mayor signing said facsimile copy, that the terms and provisions of this Agreement shall bind both parties. Both parties shall subsequently execute original, non-facsimile copies of this Agreement that shall be substituted for the signed facsimile copy.

DATED this ___ day of _____, 2025.

ATTEST/AUTHENTICATED:

CITY OF GRANITE FALLS

Darla Reese, City Clerk

By: _____
Matthew Hartman, Mayor

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____
Thom Graafstra or Emily Guildner

Jeff Balentine represents and acknowledges that he has read this Agreement in its entirety and has had an opportunity to review the Agreement. He further represents and acknowledges that it is his understanding that this Agreement has been reviewed and approved by Thompson, Guildner & Associates, Inc., P.S., attorneys for the City of Granite Falls. By virtue of this passage, he further acknowledges that he has been advised that he has the right to consult independent counsel concerning this Agreement, and that by signing this Agreement he acknowledges that he has afforded himself the opportunity to do so, or hereby expressly waives his right to have the Agreement reviewed by independent counsel, and agrees to the terms hereof by signing the same.

MANAGER

Jeff Balentine

**EMPLOYMENT AGREEMENT
BETWEEN THE CITY OF GRANITE FALLS, WASHINGTON
AND BRENT KIRK**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made this date between the City of Granite Falls, Washington, hereinafter referred to as "City" or "employer" and Brent Kirk, hereinafter referred to as "Deputy" or "employee."

WHEREAS, the City is a non-charter, optional municipal code city organized under the council-manager form of government, and

WHEREAS, Brent Kirk previously served as the City Administrator for the City under the prior mayor-council form of government, and

WHEREAS, Brent Kirk previously served as the City Manager for the City after the City's change to the manager-council form of government, and

WHEREAS, Brent Kirk resigned as City Manager effective July ____, 2025;

WHEREAS, the City desires to contract with Brent Kirk to serve as the Deputy City Manager, and Brent Kirk desires to accept the position as the Deputy City Manager for the City of Granite Falls;

NOW, THEREFORE, in consideration of the mutual benefits to be derived, the parties hereby agree as follows:

1. Term. The provisions of this contract shall commence July 16, 2025, and shall continue indefinitely until terminated by law or pursuant to this Agreement.

2. Duties. The Deputy City Manager is responsible for all duties and obligations associated with the position as outlined by law, as well as any additional tasks assigned by the City Manager. The Deputy is expected to attend all special and regular meetings of the City Council, either in person or virtually, unless excused. Additionally, the Deputy may be required to attend other meetings as directed by the City Manager.

3. Salary and DRS contribution. Deputy will receive a monthly salary of \$16,000, prorated for July and monthly for the balance of the calendar year 2025, unless this agreement is later modified or amended. , The salary will be subject to all standard withholdings. In 2025, the City will contribute up to 5% to the Department of Retirement Systems for the Deputy, not to exceed federal limitations for deferred compensation.

4. Cost of Living Adjustment (COLA). COLA adjustments beginning in the calendar year 2026. will be based on the Seattle Tacoma Bremerton CPI-W percentage rate from June to June of the previous year, with a minimum percentage increase of 1.5% and a maximum of 4% annually.

5. Benefits.

A. Miscellaneous Benefits.

- i. **Holidays and Vacation.** Deputy shall accrue vacation at the rate of 16 hours per month. Deputy may only carry over 240 hours of vacation leave from December 31 of any year to January 1 of the next year. Vacation in excess of this balance not used by the end of the year shall be forfeited. Deputy has the option to cash-out accrued vacation leave consistent with policy as applied to other City employees. In no event will shall the Deputy's vacation benefits payable upon retirement or termination exceed 240 hours. Deputy shall be entitled to holidays in the same manner as other City employees as defined in the City's collective bargaining agreement with Teamsters Local Union No. 763.
- ii. **Sick Leave.** Deputy shall accrue sick leave at the rate of eight hours per month for each calendar month of service up to a maximum of 720 hours accrual consistent with policy as applied to other City employees. Accrued, unused sick leave shall not be subject to cash out.
- iii. **Bereavement Leave.** Deputy shall be entitled to three (3) days paid bereavement leave consistent with policy as applied to other City employees.
- iv. **Executive Leave.** The Deputy shall be granted eleven (11) days of executive leave each calendar year in place of compensatory time. Executive leave may be used for any reason but must be used in the calendar year granted and shall not be carried over into the next calendar year. There shall be no cash out of unused executive leave upon separation of employment. Any such time shall be considered separate from and additional to any holidays, vacation time, or sick leave provided that the Deputy shall remain fully accessible by phone or email to City staff and the appointed Mayor during any such time off.
- v. **Health, Welfare and Other Benefits.** The City will provide and pay the cost of the insurance for medical, vision, dental, life, disability, time loss, and other associated benefits for Deputy and Deputy's dependents, consistent with policy as applied to other City employees per the City's collective bargaining agreement with Teamsters Local Union No. 763.
- vi. **Retirement.** The City shall contribute to the PERS retirement system for the benefit of Deputy in the same manner as other City employees and in accordance with applicable state regulations.
- vii. **Use of Vehicle and Mileage Reimbursement.** The City shall provide the Deputy with a City vehicle for official City business as needed. The City will reimburse the use of the Deputy's personal vehicle for official City purposes at current IRS mileage rates. Provided that said reimbursement should not apply with respect to the Deputy's daily commute to and from Granite Falls City Hall.
- viii. **Remote Work Provision:** The Deputy City Manager shall have the flexibility to work remotely and virtually as needed to fulfill job responsibilities. This

arrangement allows for optimal work-life balance and promotes efficiency in task completion. The Deputy is expected to maintain effective communication with the City Manager and other staff members while working remotely, ensuring accessibility during regular business hours. All remote work arrangements must be coordinated in advance to meet the needs of the City and its operations.

6. Performance Evaluation. The City Manager recognizes that evaluation of the Deputy's performance is necessary to ensure that the Deputy effectively responds to the needs of the City. Therefore, the City Manager shall evaluate the Deputy's performance at least once each year, or when he/she deems necessary to discuss any concerns or direction in performance.

7. Termination.

A. By the City. The parties recognize and acknowledge that Deputy is an "at will" employee and agree that the City Manager may terminate him with or without cause at any time and for any reason pursuant to the provisions of RCW 35A.13.110. Compensation and benefits as accrued will be paid to the date of termination.

B. Termination Pay. In the event the Employee is terminated or requested by the Employer to resign for the convenience of the City of Granite Falls, then Employer shall provide severance compensation in the amount of six (6) months of salary, cash equivalent of vested benefits and deferred compensation, based upon the salary and benefits in effect at the time of notice of termination, and the Employer shall extend and pay for Employee's health coverage benefits for six (6) months. Employer shall additionally compensate Employee for all earned vacation, management leave, and personnel leave balances in effect on the date of termination. Said severance compensation shall be paid in a lump sum, monthly, or in quarterly installments, at the Employee's election. The Employer shall be authorized to perform any deductions required by law.

C. Material Breach of Agreement. Failure of the Employer to correct a material breach of the Agreement after notice and a reasonable opportunity to comply will be considered a constructive discharge without cause, and the Employee will be entitled to severance compensation specified in this section. Severance compensation will not be paid in the event of a material breach by the Employee. A non-material breach by the Employee resulting in termination of employment shall not be considered "just cause" as defined in this agreement, and the Employee will be entitled to severance compensation as specified in this section.

D. Termination for Just Cause. In the event the Deputy is terminated for "just cause," then the Employer's only obligation to the Deputy is to pay all compensation and benefits accrued but unpaid at the date of termination. "Just cause" is defined and hereby limited for the purposes of this Agreement to the following reasons: (1) willful neglect of duty; (2) felony or misdemeanor conviction of any crime involving moral turpitude; (3) dishonesty in the performance of job duties; or (4) improper government action as defined in RCW 42.02.020.

E. Termination by Deputy. If the Deputy chooses to resign from their position with

the City for any reason, they agree to give the City at least thirty (30) days' notice before the effective date of their resignation. However, the City Manager may allow the Deputy to leave before the end of this thirty-day notice period upon receiving the Deputy's notice. The Deputy will not be entitled to any termination pay if they choose to resign from their position with the City.

- F. Residency. The City hereby releases the Deputy from any obligation to reside within the city limits of Granite Falls.
- G. Bonding. The City shall bear the full cost of any fidelity or other bonds required of the District under any law or ordinance.
- H. Integration. This Agreement constitutes the entire agreement between the parties, and both parties acknowledge that there are no other agreements, oral or otherwise, that have not been fully set forth in the text of this Agreement.
- I. Modification. The parties agree that this Agreement can be amended or modified only with the written concurrence of both parties.
- J. Indemnification. As a condition of Employee's employment Employer agrees that it shall defend, hold harmless and indemnify Employee and his marital community against any tort, professional or personal liability claim, demand, or legal action of any kind or nature, whether groundless or otherwise, arising directly or indirectly out of an alleged act or omission occurring in the performance of Employee's duties consistent with RCW 4.96.041. This indemnification and hold harmless shall continue after Employee's cessation of employment but only insofar as it relates back to claims, demands, suits, judgments, and professional, personal, and community liability arising either directly or indirectly out of his employment. The terms of this provision are contingent upon and assume the Employee acting in a lawful manner and within the scope of their authority as Deputy City Manager, and fully cooperating in the defense of any such claims and suits.
- K. Notices. Any notice required to be given under this Agreement shall be delivered or mailed to the following parties at the following addresses:

CITY OF GRANITE FALLS
ATTN: Jeff Balentine, City Manager
215 S. Granite Ave
P.O. Box 1440
Granite Falls, WA 98258

DEPUTY CITY MANAGER
Brent Kirk
PO Box 66
Everett, WA 98206

Notices may be delivered either personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

- L. Authorization of Facsimile Copies. Both parties agree that upon the Deputy City Manager signing a facsimile copy of this contract, transmitting the same to the City,

and upon the current City Manager signing said facsimile copy, that both parties shall be bound by the terms and provisions of this Agreement. Both parties shall subsequently execute original, non-facsimile copies of this Agreement that shall be substituted for the signed facsimile copy.

DATED this day of _____, 2025.

ATTEST/AUTHENTICATED: CITY OF GRANITE FALLS

Darla Reese, City Clerk

By: _____
Jeff Balentine, City Manager

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY:

By: _____
Thom Graafstra or Emily Guildner

Brent Kirk represents and acknowledges that he has read this Agreement in its entirety and has had an opportunity to review the Agreement. He further represents and acknowledges that it is his understanding that this Agreement has been reviewed and approved by Thompson, Guildner & Associates, Inc., P.S., attorneys for the City of Granite Falls. By virtue of this passage, he further acknowledges that he has been advised that he has the right to consult independent counsel concerning this Agreement, and that by signing this Agreement he acknowledges that he has afforded himself the opportunity to do so, or hereby expressly waives his right to have the Agreement reviewed by independent counsel, and agrees to the terms hereof by signing the same.

DEPUTY CITY MANAGER

Brent Kirk

APPENDIX “A” to the AGREEMENT
BETWEEN THE CITY OF GRANITE FALLS, WASHINGTON
AND BRENT KIRK

Job Description.

| | |
|--|---------------------------------|
| POSITION TITLE: Deputy City Manager | REPORTS TO: City Manager |
| DEPARTMENT: Executive and Finance | FLSA EXEMPT: Yes |
| REPRESENTATION: Non-Represented | |

GENERAL DESCRIPTION:

The Deputy City Manager's primary role is to assist and support the City Manager in overseeing the public works department, city planning initiatives, code updates, and managing state and federal grant acquisition and administration. Under the City Manager's direction, the incumbent will provide oversight of urban development projects and coordinate interdisciplinary efforts aligned with the City's strategic goals.

Key responsibilities include:

- Provide strategic guidance and supervision to the Public Works Department and Director, ensuring effective coordination of departmental activities, policy implementation, and achievement of organizational goals within available resources.
- Oversee capital improvement programs and infrastructure projects, including planning, administration, and execution of public works initiatives such as engineering projects, water treatment, wastewater management, and municipal facilities maintenance.
- Collaborating with city planners and stakeholders to develop, implement, and monitor city planning policies and strategies, and city code that promote sustainable development and enhance community well-being.
- Identifying and pursuing state and federal grant opportunities to fund city planning objectives and related initiatives.
- Managing the grant application process, including research, preparation of proposals, and submission in accordance with federal and state guidelines.
- Administering awarded grants by ensuring compliance with all requirements, managing budgets, and providing regular reports to funding agencies.
- Serving as a strategic advisor to the City Manager, City Council, and other city departments regarding city planning and grant management policies, regulations, and best practices.
- Directing collaborative efforts among various departments to ensure comprehensive planning and effective use of resources in city projects.
- Developing and implementing policies and procedures that support city planning objectives, grant management practices, and compliance with applicable laws.
- Monitoring city planning initiatives, evaluating their effectiveness, and recommending adjustments as necessary to improve outcomes.
- The Deputy City Manager will also engage with community stakeholders, enhancing communication and collaboration to support city planning endeavors and ensure alignment with community needs and goals.

ESSENTIAL JOB FUNCTIONS:

- Manage and supervise Public Works Department operations, including directing the functions of the Engineering, Water Treatment, Wastewater Treatment, Operations & Maintenance, Stormwater Management, and Utilities Maintenance groups, while ensuring that quality standards are met.

- Facilitate problem-solving of complex interdepartmental issues and incorporate City Council priorities into Public Works programs, services, and workplans through collaborative leadership and cross-departmental coordination.
- Strategic Support: Serve as a key advisor to the City Manager (CM) in strategic planning and decision-making processes to enhance city operations and governance.
- Department Oversight: Oversee city planning and code functions, including zoning, land use, and urban development, to ensure alignment with overall city goals and compliance with relevant regulations.
- Grant Management: Identify, acquire, and manage state and federal grants to support city projects and initiatives. Ensure compliance with grant requirements and regulations.
- Cross-Department Coordination: Facilitate collaboration among various city departments to align planning activities with broader city objectives and promote effective communication.
- Policy Development: Assist in the development and implementation of policies and procedures related to city planning, city codes, grant acquisition, and management to streamline processes and improve efficiencies.
- Project Management: Oversee planning projects and initiatives from conception to completion, ensuring timely execution and adherence to budgetary constraints.
- Stakeholder Engagement: Engage with community stakeholders, including residents, business owners, and community organizations, to gather input on planning initiatives and promote public participation.
- Data Analysis and Reporting: Conduct analyses of city planning initiatives and grant-funded projects, prepare reports for the CM and City Council, and make recommendations for improvements.
- Budget Coordination: Collaborate with the CM in developing the city's budget, ensuring adequate funding for planning functions and grant initiatives.
- Staff Supervision: Supervise planning department staff, provide mentorship, and support professional development initiatives to enhance team performance.
- Conflict Resolution: Address and facilitate the resolution of issues related to city planning or grant management, ensuring that stakeholder concerns are effectively addressed and managed.
- Regulatory Compliance: Monitor city planning activities and grant-related projects for compliance with federal, state, and local laws and regulations.
- Public Relations: Represent the CM and the city at public meetings and forums related to planning and grants, effectively communicating city initiatives and gathering community feedback.
- Continual Improvement: Implement best practices and innovative approaches to enhance city planning functions and optimize management of grant opportunities.
- Other Duties: Perform other related duties as required to support the CM and ensure the effective functioning of the city's planning efforts and grant management.

These essential functions provide a framework for the Deputy City Manager's role in supporting the City Manager, overseeing city planning, and managing grants while allowing for flexibility in adapting to specific organizational needs.

QUALIFICATIONS:

To be successful, an individual must be able to perform each essential job function satisfactorily. The requirements listed below represent the knowledge, skills, or abilities required. The City will make reasonable accommodations to enable individuals with disabilities to perform the essential functions.

SKILLS AND ABILITIES:

- Ability to plan, organize, administer, and coordinate city programs and services effectively
- Competence in preparing and presenting clear and concise reports, correspondence, and other documentation
- Exercise sound, independent judgment in alignment with the City of Granite Falls' policy guidelines
- Strong problem-solving abilities
- Demonstrated effective time management and organizational skills

- Communicate effectively, both verbally and in writing, to various audiences
- Multitask and thrive in high-stress environments
- Lead, oversee, and evaluate the work of city staff across all levels
- Establish and maintain positive professional relationships with internal and external stakeholders
- Work effectively with individuals from diverse socioeconomic backgrounds, cultures, abilities, and orientations

MINIMUM REQUIREMENTS:

- Experience: A Bachelor's degree from an accredited institution in business or public administration, business management, or a related field. Significant management or supervisory experience in relevant roles is essential.
- Education/Training: An advanced degree or experience working with local government and community organizations is highly desirable.

PHYSICAL REQUIREMENTS/WORK ENVIRONMENT:

- The City of Granite Falls promotes a tobacco-free environment for its employees; smoking and tobacco use are strictly prohibited in all city facilities and vehicles.



CITY COUNCIL AGENDA BILL

Subject: Memorandum of Understanding with Teamsters Local Union No. 763

Action Recommended: Approve the Memorandum of Understanding between the City of Granite Falls and Teamsters Local Union No. 763.

Originating Dept.: Deputy City Manager

Approval(s): ☒ City Manager
Public Works
☒ Finance
Planning
☒ Attorney
Other: _____

Meeting Date: June 4, 2025

Date Submitted: May 29, 2025

Exhibit(s): MOU Union 763

Budgeted Amount: Within existing Fund budgets.

BARS Code: Benefits – Funds: 001, 101, 401, 403, and 405

Summary:

The attached Memorandum of Understanding supplements the existing Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027, between the City of Granite Falls and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763.

This MOU addresses four significant areas:

1. Creation of a new WWTP III position classification with corresponding wage schedule
2. Implementation of a certification premium for the WWTP Supervisor who obtains Operator III certification
3. The addition of domestic partnership coverage through the Washington Teamsters Welfare Trust Plans
4. Rescind the guarantee of standby pay from the current CBA

Background:

The Memorandum of Understanding (MOU) establishes a new position classification called "WWTP III," which will be added to Appendix "A" of the current Collective Bargaining Agreement (CBA). This new position is designed to meet the City's requirement for training on the new Wastewater Treatment Plant (WWTP) equipment, scheduled for commissioning in 2026, and the incremental position is mandated by the DOE.

The position will be included within the bargaining unit and subject to all terms and conditions of the Collective Bargaining Agreement (CBA), with wage schedules effective January 1, 2025, and future adjustments consistent with Consumer Price Index (CPI) adjustments specified in the current agreement.



The agreement also includes a five percent salary increase for our WWTP Supervisor, provided he obtains and maintains an Operator III certification. This performance-based compensation premium applies to base hourly rates and will be considered in calculations for overtime compensation, vacation pay, and other wage-based benefits. This arrangement will remain in effect until December 31, 2027.

The MOU establishes domestic partnership coverage through the Washington Teamsters Welfare Trust Plans. The monthly contribution rates are as follows: \$18.00 for medical coverage, \$2.20 for dental coverage, and \$0.20 for vision coverage. The estimated annual cost increase to the City is \$4,406.40. These rates are subject to annual adjustments determined by the Washington Teamsters Welfare Trust. Additionally, coverage adheres to the same eligibility requirements and administrative procedures as other benefits provided by the trust.

The MOU establishes specific implementation timelines for each component. The WWTP III classification and wage schedule take effect on January 1, 2025, with the City retaining discretion over when to fill such positions based on operational needs.

The certification premium for WWTP Supervisors takes effect within thirty days of MOU ratification for current certification holders.

Domestic partnership coverage becomes available consistent with Washington Teamsters Welfare Trust enrollment procedures.

The MOU rescinds Paragraph Six of CBA Article 4 Hours of Work, Overtime, and Premium Pay Section 4.6, which states "Employees who are qualified will receive a guaranteed minimum of scheduled Standby hours for the calendar year, based on the previous calendar year's Standby hours. It is crucial for employees to fulfill their Standby duties as they play a vital role in maintaining the smooth functioning of the City. In the event of vacation, sick leave, or failure to respond to a Callback/Callout within ten (10) minutes of a call or other notification, and/or failure to arrive on-site within forty-five (45) minutes of the original notification, the employee will not be eligible for Standby Pay on that particular day. This ensures that employees are responsible and committed to their Standby duties while also ensuring fairness in paying for unused Standby hours."

This MOU requires specific ratification procedures before becoming effective. The Union must provide written notification of membership ratification to the City Manager, the City Council must approve the MOU, and all required administrative actions must be completed by the City. The agreement includes standard provisions for grievance procedures, separability clauses, and acknowledgment that it addresses discrete issues arising during the current CBA term without establishing precedent for future negotiations.

Recommended Motion:

Move to approve the Memorandum of Understanding between the City of Granite Falls and Teamsters Local Union No. 763 with amendments as discussed, and authorize the City Manager to execute the final agreement following Union ratification and completion of required administrative procedures.

Memorandum of Understanding Between the City of Granite Falls and Teamsters Local Union No. 763

This comprehensive Memorandum of Understanding (MOU) establishes three significant additions to the existing collective bargaining agreement between the City of Granite Falls and Teamsters Local Union No. 763, addressing the creation of a new wastewater treatment position classification, performance-based compensation enhancements for supervisory roles, and expanded domestic partnership benefits coverage. These agreements reflect the parties' commitment to addressing operational needs while enhancing employee compensation and benefits within the framework of the current labor contract.

Parties and Authority

This Memorandum of Understanding is entered into on this ____ day of _____, 2025, by and between the City of Granite Falls, Washington (hereinafter referred to as the "City" or "Employer") and Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763, affiliated with the International Brotherhood of Teamsters (hereinafter referred to as the "Union"). This MOU serves as a supplement to the existing Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027.

The City Manager, or their designated representative, is authorized to execute this agreement on behalf of the City. The duly authorized representatives of Teamsters Local Union No. 763 are empowered to execute this agreement on behalf of the Union membership.

Background and Purpose

WHEREAS, the parties recognize the need for enhanced operational capacity at the Wastewater Treatment Plant to ensure compliance with environmental regulations and operational efficiency;

WHEREAS, the parties acknowledge the value of incentivizing professional development and certification achievement among supervisory personnel;

WHEREAS, the parties desire to expand family coverage options to include domestic partnership benefits consistent with the Washington Teamsters Welfare Trust offerings;

WHEREAS, these modifications support the City's operational needs while providing enhanced career advancement opportunities and comprehensive benefits coverage for employees;

WHEREAS, the parties wish to rescind the guaranteed minimum of scheduled Standby hours from the current Collective Bargaining Agreement;

NOW, THEREFORE, the parties agree to the following terms and conditions:

Article I: Creation of WWTP III Classification

Section 1.1: New Position Classification

The parties agree to add a new position classification titled “WWTP III” to Appendix “A” of the current Collective Bargaining Agreement. This position shall be included within the bargaining unit and subject to all terms and conditions of the CBA unless specifically modified herein.

Section 1.2: Wage Schedule for WWTP III Position

Effective January 1, 2025, the hourly wage schedule for the WWTP III classification shall be as follows:

| Classification | STEP A | STEP B | STEP C | STEP D | STEP E | STEP F | STEP G | STEP H | STEP I | STEP J | STEP K |
|---|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| No. of Months | 0-6 | 7-12 | 13-24 | 25-36 | 37-48 | 49-60 | 61-120 | 121-180 | 181-240 | 241-300 | 301-360 |
| | 6 | 12 | 24 | 36 | 48 | 60 | 120 | 180 | 240 | 300 | 360 |
| WWTP III Hourly 1/1/2025 | \$41.06 | \$42.16 | \$43.23 | \$44.33 | \$45.43 | \$46.50 | \$47.60 | \$48.70 | \$50.15 | \$51.66 | \$53.20 |

Section 1.3: Future Wage Adjustments

The WWTP III classification shall receive the same percentage increases as outlined in Sections A.1.1 and A.1.2 of Appendix “A” for the 2026 and 2027 contract years, consistent with the Consumer Price Index adjustments specified in the current CBA.

Section 1.4: Position Requirements and Advancement

The City Manager shall establish qualification requirements for the WWTP III position. The position shall be subject to the same advancement provisions as other classifications within the bargaining unit as outlined in Article 3 of the CBA.

Article II: WWTP Supervisor Certification Incentive

Section 2.1: Certification Premium

Effective upon ratification of this MOU and continuing through December 31, 2027, any employee holding the position of WWTP Supervisor who obtains and maintains the Operator III certification shall receive a salary increase of five percent (5.0%) above their base hourly rate.

Section 2.2: Certification Requirements

To qualify for and maintain this certification premium, the WWTP Supervisor must:

- Successfully obtain the Operator III certification from the appropriate regulatory authority
- Maintain the certification in good standing throughout the duration of this incentive period
- Provide documentation of certification status to the City Manager or designee upon request

Section 2.3: Premium Implementation

The certification premium shall be applied to the employee’s base hourly rate and shall be included in calculations for overtime compensation, vacation pay, and other wage-based benefits. The premium shall commence on the first full pay period following verification of certification completion.

Section 2.4: Duration and Renewal

This certification incentive shall remain in effect through December 31, 2027, coinciding with the expiration of the current CBA. Continuation of this incentive beyond 2027 shall be subject to negotiations for the successor agreement.

Article III: Domestic Partnership Coverage Enhancement

Section 3.1: Coverage Addition

The City agrees to provide domestic partnership coverage through the Washington Teamsters Welfare Trust Plans, supplementing the existing medical insurance provisions outlined in Article 9.1 of the current CBA.

Section 3.2: Contribution Rates

Effective January 1, 2025, the City shall pay the domestic partnership contribution rates as established by the Washington Teamsters Welfare Trust for eligible employees who elect such coverage:

- Medical Coverage: \$18.00 per month
- Dental Coverage: \$2.20 per month
- Vision Coverage: \$0.20 per month

These rates are subject to annual adjustments as determined by the Washington Teamsters Welfare Trust.

Section 3.3: Eligibility Requirements

Domestic partnership coverage shall be available to regular full-time and regular part-time employees who meet the same eligibility requirements as outlined in Article 9.1 of the CBA and who can demonstrate a qualified domestic partnership relationship as defined by the Washington Teamsters Welfare Trust eligibility criteria.

Section 3.4: Administration

The administration of domestic partnership benefits shall follow the same procedures and requirements as other Washington Teamsters Welfare Trust benefits, including enrollment periods, qualification documentation, and claims processing.

Article IV: General Provisions

Section 4.1: Relationship to Existing Agreement

This MOU supplements and does not replace any provisions of the existing Collective Bargaining Agreement effective January 1, 2025 through December 31, 2027. In the event of any conflict between this MOU and the CBA, the terms of this MOU shall prevail regarding the specific matters addressed herein.

Section 4.2: Effective Date and Duration

This MOU shall become effective upon ratification by both parties and shall remain in effect through December 31, 2027, coinciding with the expiration of the current CBA. Any provisions intended to continue beyond this date must be negotiated and incorporated into a successor agreement.

Section 4.3: Precedential Effect

This agreement shall not be considered precedential for future contract negotiations except as it pertains to the specific provisions contained herein. The parties acknowledge that this MOU addresses discrete issues arising during the term of the current CBA.

Section 4.4: Grievance Procedure

Any disputes arising from the interpretation or application of this MOU shall be subject to the grievance and arbitration procedures outlined in Article 12 of the current CBA.

Section 4.5: Separability

Should any provision of this MOU be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect. The parties agree to meet and negotiate replacement provisions for any invalidated sections.

Section 4.6: Ratification Requirements

This MOU shall not become effective until:

- The Union has provided written notification of membership ratification to the City Manager
- The City Council has approved the MOU and authorized the City Manager to sign

Article V: Rescind Guaranteed Minimum of Scheduled Standby Hours

Section 5.1: Removal of a portion of Article 4 Paragraph 4.6 Standby Pay:

Paragraph 4.6 Standby Pay is amended to remove the following language

“Employees who are qualified will receive a guaranteed minimum of scheduled Standby hours for the calendar year, based on the previous calendar year’s Standby hours. It is crucial for employees to fulfill their Standby duties as they play a vital role in maintaining the smooth functioning of the City. In the event of vacation, sick leave, or failure to respond to a Callback/Callout within ten (10) minutes of a call or other notification, and/or failure to arrive on-site within forty-five (45) minutes of the original notification, the employee will not be eligible for Standby Pay on that particular day. This ensures that employees are responsible and committed to their Standby duties while also ensuring fairness in paying for unused Standby hours.”

Article VI: Implementation Timeline

Section 6.1: WWTP III Position

The new WWTP III classification and wage schedule shall be effective January 1, 2025, with the City having discretion over when to fill such positions based on operational needs.

Section 6.2: Certification Premium

The WWTP Supervisor certification premium shall be implemented within thirty (30) days of MOU ratification for employees who currently hold the required certification, and for future certification holders within the first full pay period following verification of certification completion.

Section 6.3: Domestic Partnership Coverage

Domestic partnership coverage shall be available as soon as it is available, consistent with Washington Teamsters Welfare Trust enrollment procedures.

Approval

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the date first written above, acknowledging their commitment to enhancing operational effectiveness, professional development incentives, and comprehensive benefits coverage for the employees of the City of Granite Falls.

CITY OF GRANITE FALLS, WASHINGTON

By: _____ Date: _____
City Manager

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763

By: _____ Date: _____
Union Representative

By: _____ Date: _____
Local Union President



CITY COUNCIL AGENDA BILL

Subject: Consideration to adopt Ordinance No. 1061-2025, an Ordinance of the City of Granite Falls, Washington, relating to the 2025 City Budget; and amending Ordinance No. 1057-2024 adopting the 2025 Budget to create one (1) new nonexempt position of Wastewater Treatment Operator III

Date Submitted: February 30, 2025

Exhibit(s): Ordinance 1061-2025

Originating Dept.: Deputy City Manager

Action Recommended: Adopt Ordinance No. 1061-2025 creating a Wastewater Treatment Operator III position per Exhibit "A".

Approval(s): ☒ City Manager
Public Works

☒ Finance
Planning

☒ Attorney

Other: _____

Meeting Date: June 4, 2025

Budgeted Amount:

Fund 403 – Sewer

BARS 535 00 10 00 Budget \$549,825

BARS 535 00 20 00 Budget \$207,224

Summary Statement:

This Ordinance for Budget Amendment #2, authorizes the creation of a Wastewater Treatment Operator III position to address immediate operational needs and ensure compliance with Washington State Department of Ecology (DOE) requirements under WAC 173-230-330, which mandates that facilities of Granite Falls' upgraded classification employ at least one Group III-certified operator. The \$34 million WWTP Upgrade Project, nearing completion in late 2025, necessitates training on processes, procedures, and technology. Hiring a certified Operator III now ensures participation in commissioning activities, start-up procedures, and technology-specific training alongside existing staff.

Background:

The City of Granite Falls plans to create a new job for a Wastewater Treatment Operator III to meet the Department of Ecology's requirements. By 2026, the DOE has determined that upgraded wastewater treatment plants must have at least one operator with the WWTP Operator III certification, and we require one additional position to support the WWTP. This requirement comes as the city completes the major \$34 million upgrade to its wastewater treatment facility, which incorporates new technologies that require specialized training for operators. Hiring a certified Operator III now will enable the new hire to participate in testing and commissioning new systems, while also ensuring the plant remains compliant with



environmental regulations, particularly during periods of high water flow. The city can fund this new position without incurring additional costs in the Sewer Fund.

Recommended Motion: Move to adopt Ordinance No. 1061-2025, an Ordinance of the City of Granite Falls, Washington, relating to the 2025 City Budget; and amending Ordinance No. 1057-2024 adopting the 2025 Budget to create one (1) new nonexempt position of Wastewater Treatment Operator III as described in Exhibit A.

CITY OF GRANITE FALLS

ORDINANCE NO. 1061-2025

AN ORDINANCE OF THE CITY OF GRANITE FALLS, WASHINGTON, RELATING TO THE 2025 CITY BUDGET; AND AMENDING ORDINANCE NO. 1057-2024 ADOPTING THE 2025 BUDGET TO ADJUST REVENUE ESTIMATES AND APPROPRIATIONS FOR FUNDS AS INCLUDED IN EXHIBIT "A".

WHEREAS, the City Council of the City of Granite Falls, Washington (the "City") adopted the 2025 Budget by Ordinance No. 1057-2024 on November 20, 2024, establishing necessary and proper allocations for each department and fund; and

WHEREAS, the 2025 Budget previously was amended by Ordinance 1059-2025; and

WHEREAS, the amount of revenue and appropriation allocations can only be estimated at the time of finalization of the budget; and

WHEREAS, the City Council has determined it is necessary to make further adjustments in the budget to adjust the expenditures and revenues to reflect:

- The creation of one (1) new nonexempt position of Wastewater Treatment Operator III
 - Minimum annual salary: \$85,404.80
 - Maximum annual salary: \$110,656.00
 - The position shall be eligible for overtime compensation in accordance with applicable federal and state labor regulations and city policies
 - The position shall be subject to all benefits and provisions of the collective bargaining agreement between the City and Teamsters Local Union No. 763

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

Section 1. **Amendment of 2025 Budget and Appropriation of Funds.** The 2025 annual budget, adopted by Ordinance No. 1057-2024 for the period from January 1, 2024, to December 31, 2024, and previously amended by Ordinance No. 1059-2025, is further amended to include the addition of a Wastewater Treatment Operator III position. This addition will not result in any additional budgetary expenses for the 2025 budget. The job description is included with Exhibit A.

Section 2. The City Treasurer is hereby authorized and instructed to make the necessary changes to the 2025 annual budget adopted by Ordinance No. 1057-2024 and make

any necessary and appropriate line item entries and adjustments to reflect the amendments contained in this Ordinance.

Section 3. Ordinance No. 1057-2024 is hereby amended as necessary to reflect the budget amendments contained in this Ordinance.

Section 4. Severability. Should any section, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this Ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 5. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of the publication.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE ____ DAY OF _____ 2025.
CITY OF GRANITE FALLS

Matthew Hartman, Mayor

ATTEST/AUTHENTICATED:

Darla Reese, City Clerk

Approved as to form:

Thom Graafstra, City Attorney
Emily Guildner, City Attorney

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

ORDINANCE No: 1061-2025
EXHIBIT A

Job Description: Wastewater Treatment Plant Operator III (WWTP III)
Position Number: 1061-2025-02
Department: Public Works - Wastewater Treatment Division
Reports To: WWTP Supervisor
FLSA Status: Nonexempt
Bargaining Unit: Teamsters Local Union No. 763
Effective Date: Upon adoption of Ordinance No. 1061-2025

Position Objective

The WWTP III Operator ensures the efficient operation and maintenance of the City of Granite Falls' wastewater treatment plant (WWTP) to comply with federal, state, and local environmental regulations. This advanced technical role involves supervising treatment processes, performing complex laboratory analyses, and supporting maintenance activities to protect public health and water quality.

Essential Functions

- Plant Operations & Process Control
 - Operate and monitor advanced wastewater treatment systems, including activated sludge processes, clarifiers, disinfection systems, and sludge dewatering equipment.
 - Adjust chemical feed rates, aeration controls, and flow distribution using SCADA systems to maintain optimal treatment efficiency.
 - Conduct real-time troubleshooting of equipment malfunctions and process upsets, implementing corrective actions to prevent permit violations.
- Regulatory Compliance & Reporting
 - Collect and analyze wastewater samples for BOD, TSS, pH, fecal coliform, and other parameters to ensure compliance with NPDES permit requirements.
 - Prepare and submit discharge monitoring reports (DMRs) to the Washington State Department of Ecology.
 - Maintain accreditation for in-house laboratories through quality assurance/quality control (QA/QC) protocols.
- Maintenance & Safety
 - Perform preventive maintenance on pumps, blowers, belt presses, and electrical systems.
 - Coordinate with contractors for major repairs and capital improvement projects.
 - Enforce OSHA safety standards and confined space entry procedures during maintenance activities.
- Leadership & Training
 - Mentor WWTP Operators I/II on process control strategies, laboratory techniques, and equipment repair.

- Serve as shift supervisor during emergencies, directing staff response to power outages or equipment failures.

Qualifications

- Education & Experience
 - High school diploma or GED (required).
 - Associate degree in environmental science, biology, or related field (preferred).
 - 4+ years of experience in wastewater treatment operations, including 2+ years at a Group II facility.
- Certifications
 - Washington State Group III Wastewater Treatment Plant Operator Certificate (mandatory).
- Technical Skills
 - Proficiency in SCADA systems, laboratory instrumentation, and predictive maintenance software.
- Physical Demands
 - Lift 50+ pounds.
 - Climb ladders, work in confined spaces, and tolerate exposure to wastewater fumes.
 - Stand/walk for 8+ hours during plant inspections and emergency responses.

Compensation & Benefits

- See CBA - Salary: \$85,404.80 – \$110,656.00 annually (2025 rates) with overtime eligibility.
- Benefits: Health/dental/vision insurance, LEOFF retirement, and Teamsters Welfare Trust domestic partner coverage.

This position is subject to the Collective Bargaining Agreement and Memorandum of Understanding between the City of Granite Falls and Teamsters Local Union No. 763 (2025–2027).

The City of Granite Falls is an Equal Opportunity Employer.



CITY COUNCIL AGENDA BILL

Subject: Consideration to approve Office Lease Agreement between the City of Granite Falls and American Legion Post 125

Originating Dept.: City Manager

Action Recommended: Approve Office Lease Agreement between the City of Granite Falls and American Legion Post 125.

Approval(s): ☒ City Manager
☐ Public Works
☒ Finance
☐ Planning
☒ Attorney
Other: _____

Meeting Date: June 4, 2025
Date Submitted: May 30, 2025

Exhibit(s): Lease Agreement

Budgeted Amount: \$2,795.00

BARS Code: 362 00 00 00

Background:

American Legion Post 125 represents a veterans' organization that provides services and community engagement opportunities within the Granite Falls area. The organization requires office space to conduct administrative functions and community outreach activities that benefit local veterans and the broader community. The proposed lease location at 206 S Granite Ave provides access to City Hall and other municipal facilities, facilitating coordination between the American Legion and city services.

The lease structure follows standard commercial rental practices while providing favorable terms that recognize the community service mission of the American Legion organization. The monthly rent of \$15.00 per square foot represents competitive market rates for office space in the Granite Falls area, ensuring appropriate compensation to the City while remaining affordable for the tenant organization. The inclusion of conference room access provides additional meeting space resources when available.

The lease agreement incorporates comprehensive legal protections for both parties, including provisions for inspections, tenant improvements requiring written permission, assignment and subletting restrictions, and dispute resolution through mediation and arbitration processes.

Summary Statement:

The City of Granite Falls seeks City Council approval of an office lease agreement with American Legion Post 125 for the rental of office space located at 206 S Granite Ave, Office #1, Granite Falls, WA 98252. The lease agreement establishes a periodic tenancy commencing on



August 1, 2025, and continuing through December 31, 2026, with a monthly rent of \$250, based on approximately 200 square feet at a rate of \$15.00 per square foot.

The agreement includes provisions for the tenant's use of City-owned municipal conference room spaces as needed for meetings, subject to scheduling coordination with City event staff and availability.

The lease restricts use to office premises only and includes standard provisions regarding occupancy limitations, prohibition of pets, parking rights, and smoking/vaping restrictions throughout the property. Under the terms of the agreement, the landlord (City of Granite Falls) is responsible for utilities, including electricity, internet, water/sewer, and alarm/security system costs. The tenant acknowledges that the landlord does not insure their personal property, and standard liability provisions apply consistent with Washington State law.

Recommended Motion:

- Motion to approve the Office Lease Agreement between the City of Granite Falls and American Legion Post 125 for office space located at 206 S Granite Ave, Office #1, Granite Falls, WA 98252, with a monthly rent of \$250 for the period of August 1, 2025 through December 31, 2026, and authorize the City Manager to sign the lease agreement on behalf of the City.

OFFICE LEASE AGREEMENT

THIS LEASE (the "Lease") dated this _____ day of _____, _____

BETWEEN:

City of Granite Falls

(the "Landlord")

- AND -

American Legion Post 125

(the "Tenant")

(individually the "Party" and collectively the "Parties")

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the office space, municipally described as 206 S Granite Ave, Office #1, Granite Falls, WA 98252 (or any other building as provided for office space), (the "Property"), for use as OFFICE premises only.
2. The Landlord also agrees to give Tenant the use of City owned municipal conference room spaces as needed for meeting space in the buildings located at 206 S Granite Ave and 215 S Granite provided that meetings are scheduled with City event staff and do not conflict with other scheduled meetings in rooms provided.
3. Subject to the provisions of this Lease, apart from the Tenant, no other persons will occupy the Property without the prior written permission of the Landlord.
4. No guests of the Tenants may occupy the Property for longer than one day without the prior written consent of the Landlord
5. No pets or animals are allowed to be kept in or about the Property.
6. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking on or about the Property.

7. The Tenant and members of the Tenant's office will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
8. The Tenant and members of the Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.

Term

9. The term of the Lease is a periodic tenancy commencing at 12:00 noon on August 1st, 2025 and continuing through December 31st, 2026.
10. Landlord and Tenant may mutually agree extend tenancy past the date of December 31st, 2026 on a month-to-month basis until the Landlord or the Tenant terminates the tenancy which shall require 30-days' notice from either party (see Amendment to Lease #25)
11. Any notice to terminate this tenancy must comply with the applicable legislation of the State of Washington (the "Act").

Rent

12. Subject to the provisions of this Lease, the rent for the Property is \$250 per month (the "Rent"). This is based on the annual calculation of approximately 200 square feet at \$15.00
13. per sq ft.
The Tenant will pay the Rent monthly, on or before the fifteenth (15th) day of each and every month of the term of this Lease, to the Landlord at PO Box 1440, Granite Falls, WA 98252 or at
14. such other place as the Landlord may later designate by check.
The Landlord may increase the Rent for the Property upon providing to the Tenant such notice as required by the Act.

Inspections

15. The Tenant acknowledges that the Tenant inspected the Property, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
16. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents, with Tenant coordination, may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers in compliance with the Act.

Tenant Improvements

17. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
 - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
 - c. removing or adding walls, or performing any structural alterations;

- d. installing a cabinetry;
- e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

Utilities and Other Charges

- 18. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, internet, water/sewer and alarm/security system.

Insurance

- 19. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.
- 20. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Property for either damage or loss, and the Tenant assumes no liability for any such loss.
- 21. The Tenant is not responsible for insuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.

Attorney Fees

- 22. In the event that any action is filed in relation to this Lease, the unsuccessful Party in the action will pay to the successful Party, in addition to all the sums that either Party may be called on to pay, a reasonable sum for the successful Party's attorney fees.

Governing Law

- 23. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Washington.

Severability

- 24. If there is a conflict between any provision of this Lease and the Act, the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
- 25. The invalidity or unenforceability of any provisions of this Lease will not affect the validity or enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

26. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment and Subletting

27. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

Damage to Property

28. If the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

Care and Use of Property

29. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
30. The Tenant will not engage in any illegal trade or activity on or about the Property.
31. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
32. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. The Tenant will promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant. The Landlord will promptly respond to any such written notices from the Tenant.
33. If the Tenant is absent from the Property and the Property is unoccupied for a period of 4 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
34. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

Rules and Regulations

35. The Tenant will obey all rules and regulations of the Landlord regarding the Property.

Mediation and Arbitration

36. If any dispute relating to this Lease between the Parties is not resolved through informal discussion within 14 days from the date a dispute arises, the Parties agree to submit the issue first before a non-binding mediator and to an arbitrator in the event that mediation fails. The decision of the arbitrator will be binding on the Parties. Any mediator or arbitrator must be a neutral party acceptable to both Parties. The cost of any mediations or arbitrations will be shared equally by the Parties.

Address for Notice

37. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below:
- a. Name: American Legion Post #125
 - b. Phone: (360)-XXX-XXXX
38. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:
- a. Name: City of Granite Falls
 - b. Address: PO Box 1440, Granite Falls, WA 98252
 - c. Phone: (360)-691-6441

General Provisions

39. All monetary amounts stated or referred to in this Lease are based in the United States Dollar.
40. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
41. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party. All covenants are to be construed as conditions of this Lease.
42. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
43. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
44. Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

45. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
46. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
47. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
48. This Lease constitutes the entire agreement between the Parties.
49. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
50. Time is of the essence in this Lease.

IN WITNESS WHEREOF American Legion Post #125 and City of Granite Falls have duly affixed their signatures on this _____ day of _____, _____.

Landlord

City of Granite Falls

Per: _____ (Seal)

Officer's Name: _____

Tenant

American Legion Post #125

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the _____ day of _____, _____.

Tenant



CITY COUNCIL AGENDA BILL

Subject: Consideration to Approve the Real Estate Purchase and Sale Contract with the American Legion Post #125 and the City of Granite Falls

Exhibit(s): Real Estate Purchase and Sale Contract

Action Recommended: Approve the Real Estate Purchase and Sale Contract between the City of Granite Falls and American Legion Post 125.

Originating Dept.: City Manager

Approval(s): ☒ City Manager
 ☐ Public Works
☒ Finance
 ☐ Planning
☒ Attorney
 Other: _____

Meeting Date: June 4, 2025
Date Submitted: May 30, 2025

Budgeted Amount: \$0.00 (with Fund 001 total budget – Budget Amendment from REET Fund)

BARS Code: 594 18 64 10

Background:

The City of Granite Falls has negotiated a Purchase and Sale Agreement with American Legion Post #125 to acquire the commercial property located at 301 S Granite Avenue, a parcel in the city's central business district. The property, identified by Snohomish County Tax Parcel Number 30071800305200, includes a dilapidated commercial structure and associated land, with a purchase price of \$330,000 to be paid in full at closing. This transaction is tied with the 2024 Comprehensive Plan, which emphasizes revitalization of underutilized commercial properties and expansion of municipal facilities in the downtown core.

The agreement, dated June 4, 2025, requires a \$3,000 earnest money deposit with closing through Olympic Escrow Company by July 31, 2025. We will need a budget amendment allocating funds from REET to the General Fund prior to July 2, 2025. The Finance Department has confirmed the availability of funds. Acquisition of this property presents opportunities for future redevelopment consistent with the city's goals, though structural conditions will require demolition of the current building.

Summary Statement:

City staff seeks Council authorization to approve the Purchase and Sale Contract with American Legion Post #125 for the acquisition of 301 S Granite Avenue, enabling the City Manager to finalize the transaction and allocate \$330,000 from reserves. There is a contractual contingency deadline of July 2, 2025. Closing costs shared per the agreement's terms.



Recommended Motion:

- Motion to approve the Real Estate Purchase and Sale Contract between the City of Granite Falls and American Legion Post 125, and authorize the City Manager to sign the lease agreement on behalf of the City.

**REAL ESTATE PURCHASE AND SALE CONTRACT
(With Earnest Money Provision)**

DATE: June 4th, 2025

The undersigned Purchaser, CITY OF GRANITE FALLS, WASHINGTON agrees to buy, and the undersigned Seller, American Legion Post #125 Granite Falls agrees to sell on the following terms, the property legally described as:

SEE EXHIBIT A

(Purchaser and Seller authorize Closing Agent to insert, over their signatures, the legal description of the property and/or to correct the legal description entered.)

1. **PURCHASE PRICE AND OTHER CONSIDERATION:** The total purchase price is THREE HUNDRED AND THIRTY THOUSAND AND NO/100THS DOLLARS (\$330,000.00).
2. **EARNEST MONEY RECEIPT:** Purchaser will deposit the sum of THREE THOUSAND AND NO/100THS DOLLARS (\$3,000.00) into an escrow account within five (5) days of mutual acceptance of agreement.
3. **METHOD OF PAYMENT:** All Cash at Closing.
4. **CONDITION OF TITLE:** Title to the property is to be free of all encumbrances or defects, except as disclosed in EXHIBIT A. Rights reserved in federal patents or state deeds, building or use restrictions general to the area, platting and subdivision requirements, utility easements, other easements not inconsistent with Purchaser's intended use, and reserved oil and/or mineral rights shall not be deemed encumbrances or defects. Encumbrances to be discharged by Seller shall be paid from the purchase money at the date of closing.
5. **DISCLOSURE UNDER RCW 64.06:** Pursuant to RCW 64.06.015, Purchaser acknowledges receipt of Seller's real property transfer disclosure statement, environmental portion only, concerning the subject property. Purchaser hereby expressly waives any other or additional disclosure from Seller.
6. **TITLE INSURANCE:** Seller shall furnish to Purchaser an ALTA standard form policy of title insurance and, as soon as practical prior to closing, a preliminary commitment therefor issued by FIRST AMERICAN TITLE INSURANCE COMPANY, and Seller authorizes Closing Agent to apply as soon as practical for such title insurance. Seller shall assume any cancellation fee for such commitment or policy. The title policy to be issued shall contain no exceptions other than those provided in said standard form, plus encumbrances or defects noted in paragraph 4 above. If title is not so insurable as above provided and cannot be made so insurable by termination date set forth herein, the earnest money shall be refunded and all rights

of Purchaser terminated; PROVIDED, however, that Purchaser may waive defects and elect to purchase.

7. **TITLE CONVEYANCE:** Seller shall convey title to Purchaser by Statutory Warranty Deed at closing, subject only to the exceptions noted in paragraph 4, and the deed of trust to be given by Purchaser to Seller at closing.

8. **PROPERTY INCLUDED:** The property includes a dilapidated commercial building and associated land. The building and all permanent fixtures are included in the sale.

9. **CLOSING OF SALE:** This sale shall be closed at the office of Olympic Escrow Company, Arlington, WA 98223, Closing Agent, or at such licensed and bonded escrow company as Seller selects. Closing shall occur on or before July 31, 2025, (hereinafter the "closing deadline"). Purchaser and Seller will, immediately on demand, deposit with Closing Agent all instruments and monies required to complete the purchase in accordance with this agreement.

The date of closing shall be the date upon which all appropriate documents are recorded and the proceeds of the sale are available for disbursement to Seller.

10. **CLOSING COSTS AND PRORATES:** Seller and Purchaser shall each pay one-half of escrow fee, if an escrow is used. Seller shall pay the owner's title insurance premium and real estate excise tax. Taxes for the current year, insurance acceptable to Purchaser, rents, and other utilities, if any, shall be prorated to date of closing. Purchaser shall be responsible for any unpaid utility costs associated with the City's water and sewer utilities.

11. **POSSESSION:** Purchaser shall be entitled to possession on the day after closing.

12. **RISK OF LOSS:** All risk of loss with respect to the Purchased Assets to be transferred hereunder shall remain with Seller until the transfer of the Purchased Assets and the Business on the Closing Date.

13. **DEFAULT:** In the event of default by Purchaser, Seller shall have the election to retain the earnest money as liquidated damages, or to institute suit to enforce any rights Seller has. In the event that either Purchaser or Seller shall institute suit to enforce any rights hereunder, the successful party shall be entitled to court costs and a reasonable attorney's fee.

14. **NOTICE:** If notice is given pursuant to this agreement, it shall be given to the parties by personal service, by facsimile transmission, or by certified mail, postage prepaid, return receipt requested at the following addresses:

Seller's name and address:

American Legion Post #125 Granite Falls
Attn: Fred Cruger
PO Box 466
Granite Falls, WA 98252

Telephone No. 425-308-9580
abbott1912@aol.com

Purchaser's name and address:

City of Granite Falls
Attn: Brent Kirk
PO Box 1440
Granite Falls, WA 98252

Telephone No. 360 691-6441
Brent.kirk@granitefallswa.gov

or at such other address as either party designates by written notice to the other party and to the Closing Agent. All notices shall be deemed given on the day such notice is personally served, or on the business day following the date of facsimile transmission, or on the third day following the day such notice is mailed in accordance with this paragraph.

15. **PATRIOT ACT COMPLIANCE:** The Patriot Act prohibits anyone from dealing with a Prohibited Person as that term is defined by the Act. Purchaser and Seller represent and warrant, each to the other, that neither Seller nor Purchaser is a "Prohibited Person" as that term is defined by the Act and agree to indemnify and defend each other from all costs, claims, damages and expenses, including attorneys' fees, incurred or suffered as a result of the inaccuracy or falsification of this mutual representation and warranty regarding the Patriot Act. This agreement to indemnify and defend shall survive closing or termination of this contract.

16. **CONTINGENT ON CITY COUNCIL APPROVAL.** This purchase is contingent on the City Council of the City of Granite Falls approving this Agreement, authorizing the City Manager to sign, and passing a budget amendment to provide for the funds to make this purchase. The City Council shall take action prior to July 2, 2025.

17. **ENTIRE AGREEMENT; TIME; BINDING AGREEMENT; ASSIGNMENT:** This agreement, with the attachments incorporated herein by reference, constitutes the entire agreement between the parties and there are no verbal agreements, nor will there be any verbal agreements, which modify or amend this agreement. Time is of the essence in this agreement. If any deadline or the time for performance hereunder falls on a Saturday, Sunday or a day that is recognized as a holiday by the State of Washington, then such time shall be deemed extended to the next day that is not a Saturday, Sunday or holiday. This agreement is

binding on the parties, their personal representatives and heirs. Purchaser shall not assign this agreement without the prior written consent of Seller.

DATED this _____ day of _____, 2025.

PURCHASER

CITY OF GRANITE FALLS
BY: Brent Kirk, City Manager

DATED this _____ day of _____, 2025.

SELLER

David Griggs – President American Legion Post #125

EXHIBIT A

Property Address: 301 S Granite Ave, Granite Falls, WA 98252

Snohomish County Tax Parcel Number:
30071800305200

Abbreviated Legal Description:

SEC 18 TWP 30 RGE 07 RT-63) BEG 75 FT S OF SW COR BLK 2 M E TURNERS ADD TO
GRANITE FALLS TH S 105FT TH E 120FT TH N 105FT TH W TO POB (EXEMPT PER ST
OF WA REG #03743-001)

Exceptions: None