

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, APRIL 23, 2019**



REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
- 4. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 5. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the April 9, 2019 Committee-of-the-Whole meeting 1-6
 - B. Minutes of the April 9, 2019 Council meeting 7-9
 - C. Payroll Check Nos. 10913-10931 in the amount of \$93,211.00
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 60095-60099 in the amount of \$82,142.10
 - E. Payroll Direct Deposit 4/1/19-4/15/19 in the amount of \$106,135.26
 - F. Claim Check Nos. 117404-117493 in the amount of \$263,876.02
- 6. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Resolution No. 2019-15 accepting the bid for the Museum Building Reroof and Authorizing the Mayor to sign all contract documents with Bestebreur Brothers Construction, Inc. 10
 - B. Resolution No. 2019-16 authorizing the Mayor to sign the Washington State Transportation Improvement Board Complete Streets Award Grant Agreement 11-17
 - C. Resolution No. 2019-17 authorizing the Mayor to sign the 2019 Yakima County Technology Services Interlocal Agreement 18-27
 - D. Resolution No. 2019-18 declaring certain City property from the Police Department as surplus and authorizing disposal 28-29
 - E. Ordinance No. 2019-5 amending Section 8.24.010 and Section 8.24.020 of the Grandview Municipal Code to establish that producing or processing marijuana or marijuana-infused products, or the storage or growing of marijuana plants where any portion of such activity can be readily seen by normal unaided vision or readily smelled from a public place or the private property of another housing unit is a public nuisance 30-47

- F. Resolution No. 2019-19 amending the Council Procedure Manual to reflect that regular meetings of the City Council consist of a 6:00 p.m. Committee meeting and a 7:00 p.m. business meeting on the second and fourth Tuesday of each month

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7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
APRIL 9, 2019**

1. CALL TO ORDER

Mayor Gloria Mendoza called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

A. Oath of Office – Councilmember David Diaz

City Attorney Plant administered the Oath of Office to newly appointed Councilmember David Diaz.

2. ROLL CALL

Present were: Mayor Mendoza and Councilmembers Gay Brewer, David Diaz, Mike Everett, Bill Moore, Javier Rodriguez and Joan Souders.

Absent was Councilmember Diana Jennings.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kai Fuller and City Clerk Anita Palacios.

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Resolution accepting the bid for the Wine Country Road Resurfacing – E. Stover to I-82 Ramp and authorizing the Mayor to sign all contract documents with Central Washington Asphalt

City Administrator Arteaga explained that the City received notice the Washington State Department of Transportation would be resurfacing Interstate 82 ramps adjacent to Wine Country Road beginning in April 2019. At the March 12, 2019 meeting, Council authorized staff to prepare design plans, specifications and cost estimate, and to immediately advertise the project for bids. The proposed project would include a grind and overlay of Wine Country Road from E. Stover Road to the I-82 Ramp. Bids for the Wine Country Road Resurfacing – E. Stover to I-82 Ramp were opened on April 2, 2019. A total of three (3) bids were received with Central Washington Asphalt of Moses Lake, Washington, submitting the low bid in the amount of \$113,067.50. The low bid was approximately 7% above the City Engineer's estimate of \$104,890.00. The funds would be appropriated from the Transportation Benefit District (TBD) Fund to complete the project.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution accepting the bid for the Wine Country Road Resurfacing – E. Stover to I-82 Ramp and authorizing the Mayor to sign all contract documents with Central Washington Asphalt to the April 9, 2019 regular Council meeting for consideration.

B. Resolution approving Task Order No. 2019-01 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Resurfacing – E. Stover to I-82 Ramp

City Administrator Arteaga explained that the City received notice the Washington State Department of Transportation would be resurfacing Interstate 82 ramps adjacent to Wine Country Road beginning in April 2019. At the March 12, 2019 meeting, Council authorized staff to prepare design plans, specifications and cost estimate, and to immediately advertise the project for bids. The proposed project would include a grind and overlay of Wine Country Road from E. Stover Road to the I-82 Ramp. The project was advertised for bids on March 20, 2019 and bids were opened on April 3, 2019. Engineering services during construction work would begin immediately following Council award of a construction contract and Task Order approval. Staff presented Task Order No. 2019-01 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Resurfacing – E. Stover to I-82 Ramp in the amount of \$14,200.00 for engineering services during construction.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Brewer, the C.O.W. moved a resolution approving Task Order No. 2019-01 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Resurfacing – E. Stover to I-82 Ramp to the April 9, 2019 regular Council meeting for consideration.

C. Old Inland Empire Road Improvements Update – HLA Engineering

City Engineers Mike Battle and Terry Alapeteri with HLA Engineering and Land Surveying, Inc., provided the following timeline and update on the Old Inland Empire (OIE) Road Improvements:

- 2008 – U.S. in major recession following the banking system collapse.
- 2009-2012 – ARRA economic stimulus “Shovel Ready” projects. YVCOG approved 12 ARRA Federally funded projects in Yakima County, all which were constructed including Grandview Downtown “Alive”.
- 2012-2013 – YVCOG approved 13 additional projects to be “Shovel Ready” for next round of Federal stimulus including OIE Improvements from Grandridge to Elm. This project ranked 11 of 13 because of ARRA funding for downtown. The total estimated project cost was \$2,437,300 (\$2,108,00 Grant; \$329,300 City match).
- 2013 – Grandview received a \$900,000 Drinking Water State Revolving Fund (DWSRF) loan to replace undersized asbestos pipe in OIE including a looped connection to Elm Street across the railroad tracks.
- 2013 – As the U.S. started to come out of the recession hopes for ARRA Phase 2 faded.
- 2014 – HLA identified right-of-way (R/W) needs during 30% design phase. Five corner clips were identified for improved turning radii. Estimated acquisition cost was \$90,000-\$100,000. Washington State Department of Transportation would approve creation of R/W phase.
- 2016 – Grandview constructed DWSRF project (4-year construction window ending). The project included \$190,000 City dollars to grind and overlay OIE and Elm Street (4,500 LF). It was noted that a stand-alone grind and overlay would have cost over \$500,000 to complete. The ability to use DWSRF project funds (via shared work) to match City road funds was lost.

- 2018 – YVCOG voted to fund shortfall in design engineering of 2012-2013 projects for prolonged design period. \$38,500 for OIE (\$33,300 Grant; \$5,200 City match). This would need Council approval as a contract supplement.
- 2019 – Per YVCOG's current list of projects, construction of OIE Improvements was scheduled for 2023 (10 years since original STP funding). The total estimated project cost in 2023 would be \$2,978,500 (\$2,141,500 Grant; \$837,000 City match).

Staff recommended the following:

- Approve new R/W project phase which would extend the project expiration of funding an additional 10 years and would create safer turning movements in busy industrial area.
- Approve design supplement in the amount of \$38,500.
- Seek additional project funding closer to 2023.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Brewer, the C.O.W. tabled the Old Inland Empire Road Improvements Update with HLA Engineering to the May 14, 2019 C.O.W. for further discussion.

D. Resolution accepting the bid for the Museum Building Reroof and authorizing the Mayor to sign all contract documents with Bestebreur Brothers Construction, Inc.

City Administrator Arteaga explained that \$60,000 was appropriated in the 2019 Capital Improvement Fund for the Museum building reroof. Bids for the Museum Building Reroof were opened on April 2, 2019. A total of two (2) bids were received with Bestebreur Brothers Construction, Inc., of Grandview, Washington, submitting the low bid, including the additive bid item for complete removal of existing roofing in the amount of \$59,974.06. The bid was approximately 15% above the City Engineer's estimate of \$51,792.00. Completion of the additive work would provide a better finished product for the City by completely removing old roofing instead of roofing over top of existing materials. Staff and Engineers recommended the City award the construction contract to Bestebreur Brothers Construction, Inc. Additional funds in the amount of approximately \$12,000.00 would be needed to complete the project.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Diaz, the C.O.W. moved a resolution accepting the bid for the Museum Building Reroof and authorizing the Mayor to sign all contract documents with Bestebreur Brothers Construction, Inc., to the April 23, 2019 regular Council meeting for consideration.

E. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Complete Streets Award Grant Agreement

City Administrator Arteaga explained that at the February 12, 2019 meeting, Council authorized staff to submit two Complete Street Applications to the Transportation Improvement Board (TIB). The applications were to install pedestrian crosswalk systems, install sidewalk panels, and replace non-ADA ramp with compliant ramps. One application was for \$200,000 and other one

was for \$100,000. On March 22, 2019, the Washington State Transportation Improvement Board (TIB) announced that the City was awarded a grant in the amount of \$100,000 for the Complete Streets Work Plan. This was a 100% grant with no local match requirements. Staff presented the Complete Streets Award Grant Agreement with TIB that would require Council approval.

Discussion took place.

On motion by Councilmember Brewer, second by Councilmember Everett, the C.O.W. moved a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Complete Streets Award Grant Agreement to the April 23, 2019 regular Council meeting for consideration.

5. RECESS & RECONVENE OF C.O.W. MEETING

On motion by Councilmember Everett, second by Councilmember Moore, the Council recessed the Committee-of-the-Whole meeting at 7:00 p.m., to reconvene following the regular Council meeting.

On motion by Councilmember Everett, second by Councilmember Rodriguez, the Council reconvened the Committee-of-the-Whole meeting to discuss the following items at 7:30 p.m.

F. Resolution authorizing the Mayor to sign the 2019 Yakima County Technology Services Interlocal Agreement

This item was tabled from the March 26, 2019 C.O.W. meeting. The C.O.W. requested the Police Chief research alternative providers and cost for said services.

Police Chief Fuller indicated that the Yakima County Technical Services (YCTS) Interlocal Agreement was approximately \$1,500 a year. Of that amount, only \$500 was for internet service. The other \$1,000 was for Netmotion Vendor Support. Netmotion was the software that connects the Police Department's computer terminals or laptops to the County-wide Spillman Law Enforcement System. The Spillman system allows access to all other police agency information and was the method law enforcement accesses the State and FBI information systems. Due to Federal Criminal Justice Information System (CJIS) rules all law enforcement information must be encrypted to their standards whenever transmitted through various means. Netmotion provides this required encryption and provides updates to make sure their software works and has no conflicts with Police Department terminals, the fiberoptic line, and the Spillman system. Netmotion was a proprietary software and was necessary to connect to the County system. There was no other software that would work or be accepted by Yakima County. Every law enforcement agency in Yakima County uses this same software. Each agency pays a yearly fee to the County for the Netmotion software. The cost of the software was a pass-through cost and the County does not make any money on the transaction. For the Netmotion portion of the YCTS bill there was no other option. It was the sole provider of connection software that was guaranteed compatible with the County system. For the internet access portion of the YCTS bill, the City pays \$500 per year. This equates to approximately \$42 per month. It was also provided through a high speed fiberoptic cable with limited other users on the system. YCTS guarantees that all connections over their fiber were CJIS compliant. In addition, the fiberoptic line that Police Department uses was the same line that the college and schools were connected to.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign the 2019 Yakima County Technology Services Interlocal Agreement to the April 23, 2019 regular Council meeting for consideration.

G. Resolution declaring certain City property from the Police Department as surplus and authorizing disposal by public auction, sale or trade

Police Chief Fuller explained that the Police Department has desktop computers and laptops on capital replacement schedules. The old computers and laptops were placed in service for approximately four years. Following the four year period, the computers and laptops were held for a couple years as spares before being surplus. The Police Department has eight computers and five laptops that were ready for surplus. Benton REA would scrub the computers of all information in exchange for keeping the component parts.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved a resolution declaring certain City property from the Police Department as surplus and authorizing disposal by public auction, sale or trade to the April 23, 2019 regular Council meeting for consideration.

H. Ordinance amending Section 8.24.010 and Section 8.24.020 of the Grandview Municipal Code to establish that producing or processing marijuana or marijuana-infused products, or the storage or growing of marijuana plants where any portion of such activity can be readily seen by normal unaided vision or readily smelled from a public place or the private property of another housing unit is a public nuisance

Police Chief Fuller explained that in 2015, the legislature passed RCW 69.51A.260 (3) which stated "Cities, towns, counties, and other municipalities may create and enforce civil penalties, including abatement procedures, for the growing or processing of marijuana and for keeping marijuana plants beyond or otherwise not in compliance with this section." Over the last three growing seasons, there have been citizen complaints about medicinal marijuana not being grown in compliance with RCW 69.51A.260 that requires in section (2) that "Neither the production nor processing of marijuana or marijuana-infused products pursuant to this section nor the storage or growing of plants may occur if any portion of such activity can be readily seen by normal unaided vision or readily smelled from a public place or the private property of another housing unit." Grandview Municipal Code Chapter (GMC) 8.24 Nuisances defines one type of public nuisance as a land use activity which ". . . creates excessive . . . odors . . ." see GMC 8.24.010(F)(2). It also designated a public environmental nuisance as "The existence of any strong or offensive odor at the property line, . . ." see GMC 8.24.020(H)(2). Both of these sections address the same situation as RCW 69.51A.260 which was created in 2015; a plant (marijuana) that can be readily smelled from a public place or the private property of another. Although it can be assumed to apply to marijuana, the current GMC does not clearly and specifically list marijuana. In Grandview Municipal Code Chapter 9.28 Drugs and Controlled Substances, numerous sections of RCW 69 relating to drugs and other controlled substances were adopted in 2007. A marijuana growing

situation as defined in RCW 69.51A.260 could properly be addressed under the current GMC Chapter 8.24 Nuisances. Chapter 8 also provided civil penalties and defined a process for abatement. Minor wording changes to GMC Chapter 8.24 Nuisances were necessary to clarify it.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved an ordinance amending Section 8.24.010 and Section 8.24.020 of the Grandview Municipal Code to establish that producing or processing marijuana or marijuana-infused products, or the storage or growing of marijuana plants where any portion of such activity can be readily seen by normal unaided vision or readily smelled from a public place or the private property of another housing unit is a public nuisance to the April 23, 2019 regular Council meeting for consideration.

Councilmembers Everett and Brewer voted in opposition.

- I. **Resolution amending the Council Procedure Manual to reflect that regular meetings of the City Council consist of a 6:00 p.m. Committee meeting and a 7:00 p.m. business meeting on the second and fourth Tuesday of each month**

At the Council meeting on March 12, 2019, City staff were requested to review a change to the Council Procedure Manual to clarify that the 6:00 p.m. Committee-of-the-Whole meeting and 7:00 p.m. business meeting are "regular" meetings of the City Council. The background to the recommendation was provided to the City Council for consideration on March 12, 2019. As stated therein, the amendment being proposed to the Council Procedure Manual would clarify ambiguity in the manual. Due to time constraints, this item was tabled from the March 26, 2019 C.O.W. meeting.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved a resolution amending the Council Procedure Manual to reflect that regular meetings of the City Council consist of a 6:00 p.m. Committee meeting and a 7:00 p.m. business meeting on the second and fourth Tuesday of each month to the April 23, 2019 regular Council meeting for consideration.

Councilmember Brewer voted in opposition.

6. **OTHER BUSINESS** – None

7. **ADJOURNMENT**

The C.O.W. meeting adjourned at 8:30 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
APRIL 9, 2019**

1. CALL TO ORDER

Mayor Gloria Mendoza called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Mendoza and Councilmembers Gay Brewer, David Diaz, Mike Everett, Bill Moore, Javier Rodriguez and Joan Souders.

Councilmember Diana Jennings was absent.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council excused Councilmember Jennings from the meeting.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Police Chief Kal Fuller and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Councilmember Brewer led the pledge of allegiance.

3. PRESENTATIONS

A. Lions Club International – PDG Bill Shepherd

PDG Bill Shepherd with Lions Club International made a presentation on forming a new Lions Club in Grandview.

B. 2019 Arbor Day Proclamation & Arbor Day Celebration

Mayor Mendoza proclaimed April 10, 2019 as Arbor Day in the City of Grandview and urged all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands. The City's Arbor Day celebration and tree planting was scheduled for April 10th at the Grandview Community Center.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

On motion by Councilmember Rodriguez, second by Councilmember Moore, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the March 26, 2019 Committee-of-the-Whole meeting**
- B. Minutes of the March 26, 2019 Council meeting**
- C. Payroll Check Nos. 10883-10912 in the amount of \$28,446.63**
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60082-60087 in the amount of \$97,123.94**
- E. Payroll Direct Deposit 3/16/19-3/31/19 in the amount of \$135,690.50**
- F. Claim Check Nos. 117331-117403 in the amount of \$116,107.60**

6. ACTIVE AGENDA

A. Ordinance No. 2019-2 adding a new section to Grandview Municipal Code Chapter 10.20 Parking Article II Parking Time Restrictions entitled Section 10.20.045 Fifteen Minute Parking

This item was previously discussed at the March 26, 2019 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Ordinance No. 2019-2 adding a new section to Grandview Municipal Code Chapter 10.20 Parking Article II Parking Time Restrictions entitled Section 10.20.045 Fifteen Minute Parking.

B. Ordinance No. 2019-3 amending Grandview Municipal Code Section 10.20.070 Parking Prohibited – Penalty on Wine Country Road and Higgins Way and Ordinance No. 2019-4 amending Grandview Municipal Code Section 10.24.025 Speed Limit – Wine Country Road

These items were previously discussed at the March 26, 2019 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Ordinance No. 2019-3 amending Grandview Municipal Code Section 10.20.070 Parking Prohibited – Penalty on Wine Country Road and Higgins Way and Ordinance No. 2019-4 amending Grandview Municipal Code Section 10.24.025 Speed Limit – Wine Country Road.

C. 2019 Fuel Bid Award – Bleyhl Co-op

This item was previously discussed at the March 26, 2019 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Brewer, Council accepted the lowest responsible fuel bid submitted by Bleyhl Co-op in the amount of \$2.416 per gallon for regular/unleaded and \$2.669 per gallon for diesel fuel.

D. Resolution No. 2019-13 accepting the bid for the Wine Country Road Resurfacing – E. Stover to I-82 Ramp and authorizing the Mayor to sign all contract documents with Central Washington Asphalt

This item was previously discussed at the April 9, 2019 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Souders, Council approved Resolution No. 2019-13 accepting the bid for the Wine Country Road Resurfacing – E. Stover to I-82 Ramp and authorizing the Mayor to sign all contract documents with Central Washington Asphalt.

E. Resolution No. 2013-14 approving Task Order No. 2019-01 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Resurfacing – E. Stover to I-82 Ramp

This item was previously discussed at the April 9, 2019 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Resolution No. 2013-14 approving Task Order No. 2019-01 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Resurfacing – E. Stover to I-82 Ramp.

7. UNFINISHED AND NEW BUSINESS – None

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None

9. MAYOR & COUNCILMEMBER REPORTS

People For People March for Meals – Mayor Mendoza, Councilmember Souders and City Administrator Arteaga helped serve meals to area senior citizens at the Community Center on March 28th.

Councilmember Request for Meeting Excuse – Councilmember Souders reported that she would be unable to attend the April 23rd Council meetings and requested to be excused from the meetings.

10. ADJOURNMENT

On motion by Councilmember Everett, second by Councilmember Moore, Council adjourned the regular meeting at 7:30 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

RESOLUTION NO. 2019-15

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE MUSEUM BUILDING REROOF AND
AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS
WITH BESTEBREUR BROTHERS CONSTRUCTION, INC.**

WHEREAS, the City of Grandview has advertised for bids for the Museum Building Reroof; and,

WHEREAS, Bestebreur Brothers Construction, Inc., of Grandview, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Bestebreur Brothers Construction, Inc., for the Museum Building Reroof in the amount of \$59,974.06.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on April 23, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2019-16

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE
TRANSPORTATION IMPROVEMENT BOARD COMPLETE STREETS
AWARD GRANT AGREEMENT**

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$100,000 under the Complete Streets grant program to provide for the retrofit of streets and roads to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders; and,

WHEREAS, the City must execute a Complete Streets Award Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Complete Streets Award Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on April 23, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Grandview
C-E-183(001)-1
Complete Streets Award

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
CITY OF GRANDVIEW
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the CITY OF GRANDVIEW, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Complete Streets, to provide for the retrofit of streets and roads ("Project") for eligible cities, towns, and counties to provide access to all users, including bicyclists, pedestrians, motorists, and public transportation riders, and

WHEREAS, the above-identified RECIPIENT is eligible to receive a Project grant pursuant to ordinance 2014-11 and that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant

NOW, THEREFORE, pursuant to chapter 47.26 RCW, RCW 47.04.320, and WAC 479-10-500 *et seq*, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of ONE HUNDRED THOUSAND AND NO/100 dollars (\$100,000) for the Project pursuant to the terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. PROJECT AND BUDGET

The Project shall provide for the retrofit of identified streets or roads on the RECIPIENT's approved work plan. In accordance with applicable laws and ordinances, the RECIPIENT agrees to enter into an agreement with an independent contractor and/or material providers, or otherwise provide for the Project work plan to be completed by the RECIPIENT's own forces. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its independent contractor and/or material providers. If RECIPIENT uses its own forces, it shall be solely responsible for paying the costs thereof. Under no circumstances shall the TIB be responsible to any third party for the payment of labor or materials used in completing the Project work plan. The Project work plan may be amended by the Parties, pursuant to Section 7.

3. PROJECT WORK PLAN AND DOCUMENTATION



The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Project work plan describing eligible items with estimated costs;
- b) Documentation to support all costs expended on the Project work plan; and
- b) Project work plan Closeout Form.

4. PAYMENT AND RETURN OF GRANT FUNDS

TIB will pay the full grant award to the RECIPIENT after TIB approves the Project work plan and the Parties fully execute this Agreement; provided that there are legislatively appropriated funds available. The RECIPIENT agrees that it shall hold the grant funds in a separate and identifiable account and only use said funds to pay the actual direct and related indirect costs of the approved Project work plan. Grant funds not expended on approved Project work plan items within three years of the date of TIB's Grant approval shall be returned to TIB within ninety (90) days after receipt of TIB's written notification.

5. USE OF COMPLETE STREETS GRANT FUNDS

RECIPIENT agrees that the grant funds shall only be used to complete the approved Project work plan. Otherwise, RECIPIENT is subject to the Default and Termination provisions of Section 9.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work plan, including but not limited to accounting procedures and practices which sufficiently and properly reflect all actual direct and related indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years after the completion of the Project work plan and TIB's acceptance of the Project work plan Closeout Form. At no cost to TIB, these records shall be provided when requested; including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

7. REVISIONS TO THE PROJECT WORK PLAN

RECIPIENT may request revisions to the Project work plan, including the addition or removal of items. Requests must be made in writing, and TIB, in its sole discretion, will determine whether to accept the proposed revisions. Should the TIB approve a Project work plan revision, the Parties shall amend this Agreement pursuant to Section 14. The RECIPIENT shall be solely responsible for all costs incurred in excess of the Agreement grant award.



8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or amendment thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed three years, unless extended by Agreement amendment pursuant to Section 14.

9. NON-COMPLIANCE, DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement and applicable rules under WAC 479-10-500 *et seq*, TIB shall notify the RECIPIENT, in writing, of RECIPIENT's non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project work plan, or a denial accompanied by supporting documentation. An agreement to amend the Project work plan must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its Project work plan to correct or implement an amendment to the Project work plan.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and, in its sole discretion, TIB may require the RECIPIENT to stop incurring additional Project work plan costs during the investigation. Should TIB require the RECIPIENT to stop incurring additional costs to be paid with the grant funds, the RECIPIENT shall be solely obligated for paying any additional costs incurred by such suspension of work, contractor claims, or litigation costs; such costs cannot be paid for with grant funds.

9.2 DEFAULT

RECIPIENT is in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance with this Agreement and the Project work plan;
- b) TIB denies the RECIPIENT's request to amend the Project work plan; and
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop incurring costs chargeable against the grant funds and/or take such actions necessary as may be directed by TIB to protect TIB's grant funds.
- b) In the event of termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of all grant funds.



- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the costs of the mediator.
- d) Each Party agrees to participate to the fullest extent possible and in good faith in resolving the dispute in order to avoid delays or additional incurred cost to the Project work plan.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11, until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 RECIPIENT, shall protect, defend, indemnify, and save harmless the TIB, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, RECIPIENT'S negligent acts or omissions which may arise in connection with its performance under this Agreement. RECIPIENT shall not be required to indemnify, defend, or save harmless the TIB if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of TIB; provided that, where such claims, suits, or actions result from the concurrent negligence of the Parties, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of RECIPIENT's own negligence

12.2 RECIPIENT agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, RECIPIENT, by mutual negotiation, hereby waives, with respect to TIB only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of Title 51 RCW.



12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

13. ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights or obligations under this Agreement.

14. AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties. RECIPIENT agrees to abide by all applicable federal, state and local laws, ordinances, and rules when performing under the terms of this Agreement.

RECIPIENT

Transportation Improvement Board

Chief Executive Officer

Date

Date

Print Name

Print Name

Approved as to Form

By: _____

ANN E. SALAY

Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General



Transportation Improvement Board Complete Streets Work Plan



Once approved, all work shown must be completed before agency is eligible for future nominations.

Agency Grandview

Agency Contact Cus Arteaga

Phone 509-882-9213

Email carteaga@grandview.wa.us

Total Work Plan
Complete Streets Funding \$100,000

Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
Install Pedestrian Crosswalk Systems (10 of 22 prioritized locations)	Install TS50 stop flashing LED pedestrian signs at approximately \$7,350 each. City forces will provide labor as City contribution.	\$73,500	2020
Install Sidewalk Panels (6)	Complete Streets funding will be used to remove concrete sidewalk panels and pour new ones. City funding and forces will remove street trees as appropriate, purchase replacements, and replant trees. \$400 each panel.	\$2,400	2019
Replace non-ADA ramps with compliant ramps (4 of 13 prioritized locations)	Remove non-compliant ADA Ramps and replace with compliant ADA ramps at approximately \$6,000.	\$24,000	2020
		99,900	

Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and ethic.

C. Arteaga

Signature of Authorized Agency Official

Cus Arteaga, City Administrator

Agency Official Name & Title

TIB Approval

Project Engineer Review

Christine Duggan

Date 2/26/19

Engineering Manager

Cheryl

Date 2/28/19

Executive Director

Ashley Robert

Date 3-5-19

RESOLUTION NO. 2019-17

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE 2019 YAKIMA COUNTY
TECHNOLOGY SERVICES INTERLOCAL AGREEMENT**

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

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

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

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

The Mayor is hereby authorized to enter into the 2019 Interlocal Agreement with Yakima County Technology Services in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on April 23, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Yakima County Technology Services

Yakima County Technology Building

217 North 1st Street

Yakima, WA 98901

Phone: (509)574-2000 - FAX: (509)574-2001

Internet: www.co.yakima.wa.us

INTER-LOCAL AGREEMENT

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

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

1. Purpose

This Inter-Local Agreement Number, 2019-011 (ILA) is executed by Yakima County Technology Services (YCTS) and Grandview Police Department. This ILA sets forth the obligations of the parties with respect to YCTS' provision of business related technology services. Grandview Police Department will be referred to in this document as 'the Customer', and Yakima County will be referred to as 'the County'.

2. Term and Termination

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

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

3. Scope of Agreement

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

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

4. Service Costs, Billing and Termination Liability

The customer agrees to pay YCTS all nonrecurring costs (purchase, configuration and installation) and recurring yearly costs, fees, and charges associated with the Services that are requested. The rates for the yearly charges for the 2019 fiscal year are listed in Attachment A.

YCTS will bill the customer: Annual ☒ Monthly ☐ Quarterly ☐

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

Renewal will be automatic unless termination notification is given in writing 90 days in advance. Customer agrees to pay any termination liability assessed by a third party vendor on YCTS.

5. Technology Services Help Desk

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

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

6. Network Maintenance

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

7. Problem Management

Problem Reporting

The YCTS Help Desk will collect information from the customer and open an electronic trouble ticket. Information needed for problem reporting and tracking will include:

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

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

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

Problem Resolution

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

8. Inter-local Agreement Changes

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

9. Authorization/Acceptance

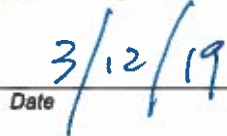
This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. Customer hereby authorizes YCTS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of the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

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

APPROVED
Yakima County Technology Services



Signature
Gene Pugnetti, Director



Date

APPROVED
City of Grandview

Signature
Gloria Mendoza, Mayor

Date

Attachment A
ILA Grandview Police Department 2019-011

Services, Locations, and Costs

Annual Cost of Services Provided to Customer by Yakima County			
Prepared: 3/5/2019			
Description	Quantity	Unit Cost	Annual Cost
Internet Access – outside county network Mb	5	\$103.00	\$515.00
Netmotion Vendor Support	12	\$79.83	\$957.96
Total			\$1,472.96

Rates are reviewed and adjusted annually. Call out for support outside of normal business hours will be charged at \$150/hour with one hour minimum. After hours support may require additional costs for overtime and other expenses.

Only services and/or support items listed are included in this agreement. Other services and support may be negotiated upon request.

No software license fees are included in this agreement.

Contact Information

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

Customer Contact		YCTS Contact	
Name	Kal Fuller	Name	Gene Pignetti
Agency Name	Grandview Police Department	Agency Name	Yakima County Technology Services
Street Address	207 West Second Street	Street Address	217 N. First Street
City, State, Zip	Grandview, WA 98930	City, State, Zip	Yakima WA 98901
Phone:	509 882-9230 2000	Phone:	509-574-2005
Email:	Kal.Fuller@co.yakima.wa.us grandviewpd.us	Email:	Gene.pignetti@co.yakima.wa.us

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

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

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

Technical Customer Contact	
Name	Kathy Hopp Nancy Ochoa
Position	Lead Dispatcher
Telephone	509 882-2000
Alternate Phone:	
Email:	kathy.hopp@co.yakima.wa.us Nancy.ochoa@grandviewpd.us

Please provide the point of contact for billing.

Billing Customer Contact	
Name	Mike Hopp
Street Address	207 West Second Street
City, State, Zip	Grandview, WA 98930
Phone:	509 882-2000
Email:	Mike.hopp@co.yakima.wa.us grandviewpd.us

APPROVED
Yakima County Technology Services



Signature
Gene Pugnetti, Director

Date

3/12/19

APPROVED
City of Grandview

Signature
Gloria Mendoza, Mayor

Date

Attachment B
ILA Grandview Police Department 2019-011

Terms of Service

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

6. Administration

a. Inform County Technology Services Admin regarding any changes of status in writing

i. Email will work as long as it has all of the required elements.

1. What is changing
2. When is it scheduled to change
3. Who will be affected
4. How will they be affected
5. Who will make the change
6. Why is change necessary
7. How long will the change take
8. CC will be sent to all persons for all changes.

b. Hours of operations

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

c. Troubleshooting after business hours

i. Call Out

1. Specific procedures will be provided to the customer in writing
2. Updates will be provided by County as necessary
3. All initial calls will be directed to County Help Desk at 574-2000 at all hours.

ii. Response time window

1. 30 Minutes from time of initial call to first returned call
2. Subsequent actions will be based upon Yakima County's priority matrix which will be provided to the customer.

iii. Response procedures will be provided to the customer in writing and updated as necessary by County

iv. Troubleshooting by County that is found to be caused by the customer will be reimbursed at the customer's expense.

v. Mileage will be charged and reimbursed at current county rate, if appropriate.

vi. Access to the customer's facilities and equipment to be ensured by the customer.

vii. Hourly charge for a call out outside of normal business hours is identified in Attachment A.

APPROVED
Yakima County Technology Services

APPROVED
City of Grandview



Signature
Gene Pugnetti, Director

Signature
Gloria Mendoza, Mayor

Date

Date

Attachment C
ILA Grandview Police Department 2019-011

Disclosure

1. Nondisclosure of Confidential and Personal Information

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

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

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

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

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

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

2. Compelled Disclosure of Information

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

3. Public Information Requests

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

APPROVED
Yakima County Technology Services



Signature
Gene Pignetti, Director



Date

APPROVED
City of Grandview

Signature
Gloria Mendoza, Mayor

Date

RESOLUTION NO. 2019-18

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
DECLARING CERTAIN CITY PROPERTY FROM THE POLICE DEPARTMENT
AS SURPLUS AND AUTHORIZING DISPOSAL**

WHEREAS, the City no longer has a need for certain personal property that has outlived its useful life and no longer needed for the conduct of City business; and,

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

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

Section 1. The following list is hereby declared surplus and no longer needed for the conduct of City business:

<u>Serial Number</u>	<u>Manufacturer/Model</u>	<u>Type</u>
AB0123456789-7FTYA49708	Panasonic- CF-51RCLDFBM	Laptop
8JTSA98204	Panasonic CF-52GCMBXAM	Laptop
7FTYA50404	Panasonic CF-51RCLDFBM	Laptop
7FTYA50416	Panasonic CF-51RCLDFBM	Laptop
7FTYA50411	Panasonic CF-51RCLDFBM	Laptop
7296002	Custom Built	Desktop
16255025300143	Custom Built	Desktop
61442-02	Custom Built	Desktop
64218-00	Custom Built	Desktop
16255025300142	Custom Built	Desktop
64400-01	Custom Built	Desktop
65868-03	Custom Built	Desktop
65868-02	Custom Built	Desktop

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on April 23, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 2019-5

AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, AMENDING SECTION 8.24.010 AND SECTION 8.24.020 OF THE GRANDVIEW MUNICIPAL CODE TO ESTABLISH THAT PRODUCING OR PROCESSING MARIJUANA OR MARIJUANA-INFUSED PRODUCTS, OR THE STORAGE OR GROWING OF MARIJUANA PLANTS WHERE ANY PORTION OF SUCH ACTIVITY CAN BE READILY SEEN BY NORMAL UNAIDED VISION OR READILY SMELLED FROM A PUBLIC PLACE OR THE PRIVATE PROPERTY OF ANOTHER HOUSING UNIT IS A PUBLIC NUISANCE

WHEREAS, the City Council of the City of Grandview finds and determines that adopting an ordinance establishing that producing or processing marijuana or marijuana-infused products, or the storage or growing of marijuana plants where any portion of such activity can be readily seen by normal unaided vision or readily smelled from a public place or the private property of another housing unit is a public nuisance is in the public interest and will promote the general health, safety and welfare of the residents of the City of Grandview;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW,
WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. Grandview Municipal Code Section 8.24.010, Definitions, which currently reads as follows:

8.24.010 Definitions

The words and phrases used in this chapter, unless the context otherwise indicates, shall have the following meanings:

A. "Abate" means to repair, replace, remove, destroy or otherwise remedy the condition in question by such means and in such a manner and to such an extent as the enforcement officer, in his judgment, determines is necessary in the interest of the general health and welfare of the community.

B. "Building materials" means and includes lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing material, cans of paint and similar materials.

C. "Enforcement officer" means the mayor, the chief of police, a uniformed officer, the code enforcement officer, the fire chief or their designees.

D. "Premises" means any building, lot, parcel, real estate, land, or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips, and alleyways, and, on streets without curbs and gutters, "premises" includes the untraveled portion of right-of-way adjacent to said building, lot, parcel, real estate, land or portion of land, improved or unimproved.

E. "Property" means any object of value that a person may lawfully acquire and hold.

F. Public Nuisances.

1. A nuisance consists of unlawfully doing an act, or omitting to perform a duty, which act or omission either annoys, injures or endangers the

comfort, repose, health or safety of others, offends decency, or unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage, any lake or navigable river, bay, stream, canal, or basin, or any public park, square, street or highway, or in any way renders other persons insecure in life, or the use of property.

2. "Public nuisances" include, but are not limited to, those nuisances specifically set forth in GMC 8.24.020 and the following: violations of zoning regulations, building code standards and regulations, utility regulations and standards, environmental regulations and standards, noncompliance with the city's comprehensive plan or planning goals under the Washington State Growth Management Act; violations of business license regulations; illegal discharges of sewage; the operation of offensive, odiferous or unsanitary businesses; accumulations of refuse constituting fire or safety hazards; and land use activity which depreciates land value, is unsightly, creates excessive noise, fumes, odors or unsanitary conditions, creates danger from fire and/or explosion, creates traffic hazards, or activities which pose a danger to public health, safety or welfare or the economic well-being of the community.

G. Class "A" Nuisances. Class "A" nuisances are those nuisances that, due to their exigent nature, must be abated immediately. Class "A" nuisances may be cited immediately by an enforcement officer unless otherwise provided herein and are misdemeanors.

H. Class "B" Nuisances. Class "B" nuisances are those that do not require immediate abatement and require notice to the owner prior to civil or criminal penalties being imposed. All nuisances not designated as class "A" nuisances are class "B" nuisances.

I. "Responsible person" means any agent, lessee, owner, or other person occupying or having charge or control of any building, lot, parcel, real estate, land, or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips, alleyways, and, on streets without curbs and gutters, the untraveled portion of right-of-way adjacent to said building, lot, parcel, real estate, land or portion of land, improved or unimproved.

J. "Inoperable motor vehicle" means a vehicle which cannot be driven upon the public streets or roadways for any reason, including, but not limited to, being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

is hereby amended to read as follows:

8.24.010 Definitions

The words and phrases used in this chapter, unless the context otherwise indicates, shall have the following meanings:

A. "Abate" means to repair, replace, remove, destroy or otherwise remedy the condition in question by such means and in such a manner and to such an extent as the enforcement officer, in his judgment, determines is necessary in the interest of the general health and welfare of the community.

B. "Building materials" means and includes lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing material,

cans of paint and similar materials.

C. "Enforcement officer" means the mayor, the chief of police, a uniformed officer, the code enforcement officer, the fire chief or their designees.

D. "Housing unit" means a house, an apartment, a mobile home, a group of homes, or a single room that is occupied as separate living quarters, in which the occupants live and eat separately from any other persons in the building, and which have direct access from the outside of the building through a common hall.

E. "Marijuana nuisance" means the production or processing of marijuana or marijuana-infused products, or the storage or growing of marijuana plants where any portion of such activity can be readily seen by normal unaided vision or readily smelled from a public place or the private property of another "housing unit" as defined in section 8.24.010(D).

F. "Premises" means any building, lot, parcel, real estate, land, or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips, and alleyways, and, on streets without curbs and gutters, "premises" includes the untraveled portion of right-of-way adjacent to said building, lot, parcel, real estate, land or portion of land, improved or unimproved.

G. "Property" means any object of value that a person may lawfully acquire and hold.

H. Public Nuisances.

1. A nuisance consists of unlawfully doing an act, or omitting to perform a duty, which act or omission either annoys, injures or endangers the comfort, repose, health or safety of others, offends decency, or unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage, any lake or navigable river, bay, stream, canal, or basin, or any public park, square, street or highway, or in any way renders other persons insecure in life, or the use of property.

2. "Public nuisances" include, but are not limited to, those nuisances specifically set forth in GMC 8.24.020 and the following: violations of zoning regulations, building code standards and regulations, utility regulations and standards, environmental regulations and standards, noncompliance with the city's comprehensive plan or planning goals under the Washington State Growth Management Act; violations of business license regulations; illegal discharges of sewage; the operation of offensive, odiferous or unsanitary businesses; accumulations of refuse constituting fire or safety hazards; and land use activity which depreciates land value, is unsightly, creates excessive noise, fumes, odors or unsanitary conditions, creates danger from fire and/or explosion, creates traffic hazards, or activities which pose a danger to public health, safety or welfare or the economic well-being of the community.

I. Class "A" Nuisances. Class "A" nuisances are those nuisances that, due to their exigent nature, must be abated immediately. Class "A" nuisances may be cited immediately by an enforcement officer unless otherwise provided herein and are misdemeanors.

J. Class "B" Nuisances. Class "B" nuisances are those that do not require immediate abatement and require notice to the owner prior to civil or criminal penalties being imposed. All nuisances not designated as class "A" nuisances are class "B" nuisances.

K. "Responsible person" means any agent, lessee, owner, or other person occupying or having charge or control of any building, lot, parcel, real estate, land, or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips, alleyways, and, on streets without curbs and gutters, the untraveled portion of right-of-way adjacent to said building, lot, parcel, real estate, land or portion of land, improved or unimproved.

L. "Inoperable motor vehicle" means a vehicle which cannot be driven upon the public streets or roadways for any reason, including, but not limited to, being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

Section 2. Grandview Municipal Code Section 8.24.020 Nuisances designated, which currently reads as follows:

8.24.020 Nuisances designated

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance, and whenever the enforcement officer determines that any of these conditions exist upon any premises the officer may require or provide for the abatement thereof pursuant to this chapter:

A. Dangerous or Unfit Buildings, Dwellings and Structures.

1. The storage or keeping on any premises for more than 30 days of any used or unused building materials, without a special permit from the code enforcement officer or their designee; provided, that nothing herein shall:

a. Prohibit such storage without a permit when done in conjunction with a construction project for which a building permit has been issued and which is being prosecuted diligently to completion;

b. Prohibit such storage without a permit on the premises of a bona fide lumberyard, dealer in building materials or other commercial enterprise when the same is permitted under the zoning ordinance and other applicable ordinances; and

c. Make lawful any such storage or keeping when it is prohibited by other ordinances or laws.

2. The existence of any structure or thing on private property abutting or fronting upon any public street, sidewalk, or place which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition. The existence of any structure or thing described in this subsection (A)(2) is a class "A" nuisance.

3. Any unfit or substandard or boarded up building as is determined by the code enforcement officer or their designee under the property management code as adopted by the city.

4. All vacant, unused or unoccupied buildings and structures within the city, which are allowed to become or remain open to entrance by unauthorized persons or the general public because of broken, missing or open doors, windows or other openings, so that the same may be used by vagrants or other persons in a manner detrimental to the health and welfare of the inhabitants of the city. The existence of a building or structure under this subsection (A)(4) is a class "A" nuisance.

B. Unsightly Areas – Property Maintenance and Vegetation.

1. The existence of uncontrolled weeds, trash, dirt, filth, unused household appliances or household furnishings, including, but not limited to, refrigerators, stoves, hot water heaters, washers, dryers, sofas, chairs, and tables; and carcass of any animal, waste shrubs, accumulations of lawn or yard trimmings or any offensive matter.

2. The keeping of any refrigerator, icebox or deep freeze locker or any other appliance that could become airtight having a capacity of one and one-half cubic feet or more or any other container manufactured, custom-made or homemade designed for storage which is discarded, abandoned or left in a place accessible to children and which has not had the door or latching mechanism removed to prevent the latching or locking of the door. The existence of anything named herein on the owner's property constitutes a class "A" nuisance.

3. The existence of any dead, diseased, infested or dying tree or tree stump.

4. The existence of any accumulation of materials or objects in a location when the same endangers property or safety or constitutes a fire hazard is a class "A" nuisance.

5. The existence of a sidewalk or portion of a sidewalk adjacent to any premises which is out of repair, and in a condition to endanger persons or property, or in a condition to interfere with the public convenience in the use of such sidewalk.

6. The erecting, maintaining, using, placing, depositing, leaving or permitting to be or remain in or upon any private lot, building, structure, or premises, or in or upon any street, alley, sidewalk, park or other public or private place in the city, any one or more of the following disorderly, disturbing, unsanitary, fly-producing, rat-harboring, disease-causing places, conditions, or objects which may create a fire, safety, health or sanitary hazard:

a. Any putrid, unhealthy or unwholesome bones, meat hides, skins, the whole or any part of any dead animal, fish, or fowl, or waste parts of fish, vegetable or animal matter in any quantity; but nothing herein shall prevent the temporary retention of waste in approved covered receptacles;

b. Any cellar, vault, drain, sump, swimming pool, sewer or septic tank, pit or like place that has become, from any cause, noxious, foul, offensive or injurious to public health, or unpleasant or disagreeable to adjacent residences or persons;

The existence of any condition in subsection (6)(a) or (b) is a class "A" nuisance;

c. Any pools of standing water created by irrigation of private property or abandoned swimming pools that could serve as breeding areas for rats, flies, or mosquitoes;

d. Any filthy, litter or trash covered dwellings, cellars, house yards, barnyards, stable yards, factory yards, vacant areas in the rear of stores, vacant lots, houses, buildings, or premises;

e. Any poison oak or poison ivy, Russian thistle, or other noxious weeds, whether growing or otherwise; but nothing herein shall prevent the temporary retention of such weeds in approved covered receptacles;

f. Any grass, weeds, shrubs, bushes, trees or vegetation growing or which has grown and died upon any property which are a fire hazard or a menace to public health, safety or welfare;

g. Any bottles, cans, glass, ashes, small pieces of scrap iron, wire, metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster and all such trash, or abandoned, discarded or unused material, unless it is kept in approved covered bins or receptacles;

h. Any trash, litter, rags, accumulations or empty barrels, boxes, crates, packing cases, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, or anything whatsoever in which flies or rats may breed and multiply or which may be a fire hazard.

7. Graffiti and other defacement of public and private property, including walls, rocks, bridges, buildings, fences, gates and other structures, trees and other real and personal property. After 48 hours' notice to the property owner of the existence of graffiti, failure to remove such graffiti is a class "A" nuisance.

8. Hanging laundry on any fence visible from any street or another person's property is a class "A" nuisance.

9. The failure to maintain landscaping, including, but not limited to, lawns, shrubs, trees and other plants, whether of natural growth or domestic vegetation in all residential, commercial, manufacturing or industrial areas of the city. "Failure to maintain" in this section means to allow said areas to be overgrown with weeds or an accumulation of trash.

C. Nuisances on Public Property and Public Ways. The following nuisances, after 24 hours' notice without abatement, shall be class "A" nuisances.

1. The existence of any tree, shrub or overhanging foliage which is apt to destroy, impair, interfere, obstruct or restrict:

a. Travel over any street, alley, sidewalk or other public place or right-of-way;

b. Access to any fire hydrants, standpipes, sprinklers or any other appliance or facility provided for fire protection;

c. Access to any city or other public utilities such as water meters, sewers, power poles, street lights or other public improvements;

d. Light from street lights; and

e. Vision of traffic signs or view of any intersection.

2. The existence of any obstruction to a street, alley, sidewalk or other public place or right-of-way, which is by ordinance prohibited, which is made without lawful permission, or which, having been made by lawful permission, is kept and maintained after the purpose thereof has been accomplished, and for an unreasonable length of time. Any items placed in an alley or public way that are not removed within 24 hours after notice to the adjacent property owner shall

be subject to removal by the city and all costs associated with such removal shall be charged to the utility bill for the premises adjacent to the public way upon which the items were located.

3. The depositing or burning or causing to be deposited or burned in any street, alley, sidewalk or other public place or right-of-way which is open to travel, or in a city garbage receptacle, any hay, straw, paper, wood, boards, boxes, leaves, manure, or other rubbish or material.

4. The existence of any drainage onto or sprinkling over any street, alley, sidewalk or other public place or right-of-way of irrigation or other water in such a manner as to cause settling or damage to the street, alley, sidewalk or other public place or right-of-way, or to cause damage or hazard to any user of the street, alley, sidewalk or other public place or right-of-way.

5. Any sign, poster or other advertising matter of any nature placed upon a telephone, power or other utility poles, trees, sidewalks, street signs, traffic signs or other traffic control devices or other structures or places within streets, alleys, sidewalks or other public places or rights-of-way.

D. Noise Nuisances. All noise nuisances are class "A" nuisances.

1. The sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle on any public street or public place of the city, except as a necessary warning of danger to person or property; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time;

2. The use of any automobile, motorcycle, or other vehicle, or engine, either stationary or moving, or any instrument, device or thing so out of repair, so loaded, or in such manner as to create loud and unnecessary grating, squealing, grinding, rattling or other noise;

3. Yelling, shouting, hooting, whistling or singing on the public streets, particularly between 10:00 p.m. and 7:00 a.m. or at any time and place so as to disturb the quiet, comfort and repose of any person in any dwelling or other type of residence;

4. The keeping in any building or upon any premises of any bird, animal or fowl which by frequent or long continued noise shall disturb the comfort and repose of any person in the vicinity;

5. The sounding of any whistle, siren or bell, receiving its power from whatever source, except to give notice of the time to begin or stop work or as a warning of fire or danger or upon request of proper city authorities;

6. Any construction activity, including excavation and land-clearing work, or erection, demolition, alteration, repair, or relocation of any building or structure, but excluding emergency repairs or city public works activities, which uses powered equipment such as backhoes, trucks, tractors, earth-moving equipment, compressors, motorized or power hand tools, or equipment of a similar nature at any location which produces noise clearly audible from another location in a residential district or at a dwelling in any district, other than between 7:00 a.m. and 10:00 p.m. The building department may, in writing, grant exceptions to these provisions when the work is of urgent necessity in the interest of public safety and convenience;

7. The creation of any unreasonable or excessive noise near any school, institute of learning, church or court, while the same are in session, provided signs are displayed in such vicinities indicating such institution is nearby;

8. The creation of loud and excessive noises in connection with loading or unloading any vehicle, or the opening or destruction of bales, boxes and containers;

9. The use of any drum, loudspeaker, or other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show, sale or display of merchandise;

10. The use of mechanical loudspeakers or amplifiers on moving or standing vehicles for advertising purposes;

11. Any "unnecessary noise" as provided in GMC 9.20.060 which reads: It is unlawful to make or cause to be made any unnecessary noise or sounds of such volume or of such a nature as to disturb the peace or cause annoyance to others within the city. It shall further be unlawful for any person to use, operate, play, or permit to be used, operated or played, any radio receiving set, musical instrument, television, phonograph, drum or other instrument, machine or device for the production or reproduction of sound in such a manner as to cause to be made or continued any unnecessary noise as heard without measurement. The operation of any such set, instrument, television, phonograph, machine or device at any time in such a manner as to be plainly audible at either the property line or 75 feet in the case of a vehicle on a public right-of-way shall be prima facie evidence of a violation of this section. This section shall not apply to any person who is participating in a school band, civic or religious function or parade;

12. The use of hand or power tools, machinery or powered yard maintenance equipment, which results in unreasonably loud and disturbing noises and is clearly audible at a distance of 50 feet from the location where such tools, machinery or equipment are operated; provided, however, that this section shall not apply to such tools, machinery or equipment, used in accordance with manufacturer's specifications between the hours of 7:00 a.m. and 10:00 p.m.

E. Vehicle Nuisances.

1. The existence on any premises of any inoperable or abandoned vehicle, machinery, equipment, trailer, house trailer, boat or other vehicle, tires or major parts thereof.

2. The stopping or parking of a vehicle within the area designated as a minimum front yard or side yard on a flanking street as defined in GMC Title 17, Zoning, within a residential area. Parking shall be permitted in and upon designated driveways. The designated driveway is defined as the surfaced roadway leading from the street to the garage, covered parking area or other permitted off-street parking area. Violation of this subsection is a class "A" nuisance.

3. Servicing, repairing, assembling, wrecking, modifying, restoring or otherwise working on any vehicle on any residential premises in any zone district shall be subject to the following:

a. Work shall be limited to the minor repair and maintenance of vehicles, equipment or other conveyance currently registered as specified in the Washington Vehicle Code to the occupant or a member of the occupant's family. This limitation precludes auto repair on residential premises by any commercial entity.

b. Such work shall be conducted on no more than one vehicle at any one time.

c. Major repair such as major engine overhauling, transmission repair or rear end repair or replacement work shall only be done within an enclosed structure (such as a garage) or in an area which is screened from public view.

d. Such work shall be done only between the hours of 7:00 a.m. and 10:00 p.m.

e. Such work shall not be done in a public right-of-way.

f. Storage of parts, equipment or other supplies needed for the repair of the vehicle on the premises must be kept within an enclosed structure or in an area which is screened from public view.

g. No such work which creates a nuisance as defined herein shall be permitted.

h. Upon completion of any work allowed by this section, the property shall be cleaned of all debris, oil, grease, gasoline, cloths, rags and equipment or material used in the work and shall be left in such a condition that no hazard to persons or property shall remain.

i. Disposal of all waste products shall be done in accordance with Chapter 19.114 RCW.

F. Animal Nuisances. All animal nuisances are class "A" nuisances.

1. The habitual or continuing barking, howling, yelping, whining or other oral noises of a dog or other animal while on or off the premises of its owner. In addition to the penalties provided herein, the municipal court judge shall have the authority to order the confiscation of any animal deemed to be a habitual offender of this subsection. A habitual offender shall be deemed to be any animal whose owner has been cited and convicted of this offense on three prior occasions for the same animal. Upon the confiscation of the dog, the judge shall set conditions for the return of the animal and may, if such conditions are not met, order the destruction of the animal.

2. Allowing a dog or other animal to defecate in any area of the city other than the premises of the owner or person having charge of the animal, unless said owner or person being in charge takes immediate steps to remove and properly dispose of said feces.

3. All pens, stables, kennels, yards and other premises where animals are confined or kept for private or commercial purposes shall be maintained in a clean condition so as to avoid unhealthy conditions for the animals or accumulation of animal waste; provided, however, said requirements shall not pertain to customary farm or agricultural practices.

4. Any animal manure in any quantity which is not securely protected from flies or weather conditions, or which is kept or handled in violation of any ordinance of the city.

G. Drug and Moral Nuisances. All drug and moral nuisances are class "A" nuisances.

1. The illegal possession, delivery or manufacture of any illegal drug.
2. Any building, house, room or other structure or vehicle maintained or used for the purpose of lewdness or prostitution; the sale, use or possession or manufacturing of any illegal drugs.

H. Environmental Nuisances. All environmental nuisances are class "A" nuisances.

1. The existence of any condition which would produce dust or noxious odors; provided, that nothing herein shall be prohibited when done in conjunction with a construction project for which a building permit has been issued and is being prosecuted diligently to completion. However, the contractor or owner will be responsible for dust and odor control throughout his development area.

2. The existence of any strong or offensive odor at the property line, including but not limited to rotting or decaying fish or other dead animals, rotting garbage, animal manure, strong chemical smells, and other strong or offensive odors.

3. Any noxious, foul, offensive or putrid liquid or substance or any liquid or substance likely to become noxious, foul, offensive or putrid to be discarded, placed or thrown upon or to flow from or out of any premises into or upon any adjacent premises or any street, alley, sidewalk or other public place or right-of-way or to stand, remain or be upon any premises or any street, alley, sidewalk or other public place or right-of-way.

4. No person shall throw, drop, deposit, discard or otherwise dispose of litter upon any public property in the city or upon private property in the city not owned by him or her, whether from a vehicle or otherwise.

I. Miscellaneous Nuisances. All miscellaneous nuisances are class "A" nuisances.

1. The existence of caterpillar infestations.

2. The existence of fruit fly infestation, moths, rust, or other tree diseases.

3. The burning or disposal of refuse, sawdust, paper, wood, boards, boxes, leaves, or other rubbish or material.

4. Any pit, basin, pothole, hole, swimming pool or other excavation which is unguarded and dangerous to life, or has been abandoned, or is no longer used for the purpose for which it was constructed or is maintained contrary to law.

5. The use of any laser device to shine at any person, business, residence or automobile or other means of transportation.

is hereby amended to read as follows:

8.24.020 Nuisances designated

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance, and whenever the enforcement officer determines that any of these conditions exist upon any premises the officer may require or provide for the abatement thereof pursuant to this chapter:

A. Dangerous or Unfit Buildings, Dwellings and Structures.

1. The storage or keeping on any premises for more than 30 days of any used or unused building materials, without a special permit from the code enforcement officer or their designee; provided, that nothing herein shall:

a. Prohibit such storage without a permit when done in conjunction with a construction project for which a building permit has been issued and which is being prosecuted diligently to completion;

b. Prohibit such storage without a permit on the premises of a bona fide lumberyard, dealer in building materials or other commercial enterprise when the same is permitted under the zoning ordinance and other applicable ordinances; and

c. Make lawful any such storage or keeping when it is prohibited by other ordinances or laws.

2. The existence of any structure or thing on private property abutting or fronting upon any public street, sidewalk, or place which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition. The existence of any structure or thing described in this subsection (A)(2) is a class "A" nuisance.

3. Any unfit or substandard or boarded up building as is determined by the code enforcement officer or their designee under the property management code as adopted by the city.

4. All vacant, unused or unoccupied buildings and structures within the city, which are allowed to become or remain open to entrance by unauthorized persons or the general public because of broken, missing or open doors, windows or other openings, so that the same may be used by vagrants or other persons in a manner detrimental to the health and welfare of the inhabitants of the city. The existence of a building or structure under this subsection (A)(4) is a class "A" nuisance.

B. Unsightly Areas – Property Maintenance and Vegetation.

1. The existence of uncontrolled weeds, trash, dirt, filth, unused household appliances or household furnishings, including, but not limited to, refrigerators, stoves, hot water heaters, washers, dryers, sofas, chairs, and tables; and carcass of any animal, waste shrubs, accumulations of lawn or yard trimmings or any offensive matter.

2. The keeping of any refrigerator, icebox or deep freeze locker or any other appliance that could become airtight having a capacity of one and one-half cubic feet or more or any other container manufactured, custom-made or homemade designed for storage which is discarded, abandoned or left in a place accessible to children and which has not had the door or latching mechanism removed to prevent the latching or locking of the door. The existence of anything named herein on the owner's property constitutes a class "A" nuisance.

3. The existence of any dead, diseased, infested or dying tree or tree stump.

4. The existence of any accumulation of materials or objects in a location when the same endangers property or safety or constitutes a fire hazard is a class "A" nuisance.

5. The existence of a sidewalk or portion of a sidewalk adjacent to any premises which is out of repair, and in a condition to endanger persons or property, or in a condition to interfere with the public convenience in the use of such sidewalk.

6. The erecting, maintaining, using, placing, depositing, leaving or permitting to be or remain in or upon any private lot, building, structure, or premises, or in or upon any street, alley, sidewalk, park or other public or private place in the city, any one or more of the following disorderly, disturbing, unsanitary, fly-producing, rat-harboring, disease-causing places, conditions, or objects which may create a fire, safety, health or sanitary hazard:

a. Any putrid, unhealthy or unwholesome bones, meat hides, skins, the whole or any part of any dead animal, fish, or fowl, or waste parts of fish, vegetable or animal matter in any quantity; but nothing herein shall prevent the temporary retention of waste in approved covered receptacles;

b. Any cellar, vault, drain, sump, swimming pool, sewer or septic tank, pit or like place that has become, from any cause, noxious, foul, offensive or injurious to public health, or unpleasant or disagreeable to adjacent residences or persons;

The existence of any condition in subsection (6)(a) or (b) is a class "A" nuisance;

c. Any pools of standing water created by irrigation of private property or abandoned swimming pools that could serve as breeding areas for rats, flies, or mosquitoes;

d. Any filthy, litter or trash covered dwellings, cellars, house yards, barnyards, stable yards, factory yards, vacant areas in the rear of stores, vacant lots, houses, buildings, or premises;

e. Any poison oak or poison ivy, Russian thistle, or other noxious weeds, whether growing or otherwise; but nothing herein shall prevent the temporary retention of such weeds in approved covered receptacles;

f. Any grass, weeds, shrubs, bushes, trees or vegetation growing or which has grown and died upon any property which are a fire hazard or a menace to public health, safety or welfare;

g. Any bottles, cans, glass, ashes, small pieces of scrap iron, wire, metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster and all such trash, or abandoned, discarded or unused material, unless it is kept in approved covered bins or receptacles;

h. Any trash, litter, rags, accumulations or empty barrels, boxes, crates, packing cases, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or

other metal not neatly piled, or anything whatsoever in which flies or rats may breed and multiply or which may be a fire hazard.

7. Graffiti and other defacement of public and private property, including walls, rocks, bridges, buildings, fences, gates and other structures, trees and other real and personal property. After 48 hours' notice to the property owner of the existence of graffiti, failure to remove such graffiti is a class "A" nuisance.

8. Hanging laundry on any fence visible from any street or another person's property is a class "A" nuisance.

9. The failure to maintain landscaping, including, but not limited to, lawns, shrubs, trees and other plants, whether of natural growth or domestic vegetation in all residential, commercial, manufacturing or industrial areas of the city. "Failure to maintain" in this section means to allow said areas to be overgrown with weeds or an accumulation of trash.

C. Nuisances on Public Property and Public Ways. The following nuisances, after 24 hours' notice without abatement, shall be class "A" nuisances.

1. The existence of any tree, shrub or overhanging foliage which is apt to destroy, impair, interfere, obstruct or restrict:

a. Travel over any street, alley, sidewalk or other public place or right-of-way;

b. Access to any fire hydrants, standpipes, sprinklers or any other appliance or facility provided for fire protection;

c. Access to any city or other public utilities such as water meters, sewers, power poles, street lights or other public improvements;

d. Light from street lights; and

e. Vision of traffic signs or view of any intersection.

2. The existence of any obstruction to a street, alley, sidewalk or other public place or right-of-way, which is by ordinance prohibited, which is made without lawful permission, or which, having been made by lawful permission, is kept and maintained after the purpose thereof has been accomplished, and for an unreasonable length of time. Any items placed in an alley or public way that are not removed within 24 hours after notice to the adjacent property owner shall be subject to removal by the city and all costs associated with such removal shall be charged to the utility bill for the premises adjacent to the public way upon which the items were located.

3. The depositing or burning or causing to be deposited or burned in any street, alley, sidewalk or other public place or right-of-way which is open to travel, or in a city garbage receptacle, any hay, straw, paper, wood, boards, boxes, leaves, manure, or other rubbish or material.

4. The existence of any drainage onto or sprinkling over any street, alley, sidewalk or other public place or right-of-way of irrigation or other water in such a manner as to cause settling or damage to the street, alley, sidewalk or other public place or right-of-way, or to cause damage or hazard to any user of the street, alley, sidewalk or other public place or right-of-way.

5. Any sign, poster or other advertising matter of any nature placed upon a telephone, power or other utility poles, trees, sidewalks, street signs,

traffic signs or other traffic control devices or other structures or places within streets, alleys, sidewalks or other public places or rights-of-way.

D. Noise Nuisances. All noise nuisances are class "A" nuisances.

1. The sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle on any public street or public place of the city, except as a necessary warning of danger to person or property; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time;

2. The use of any automobile, motorcycle, or other vehicle, or engine, either stationary or moving, or any instrument, device or thing so out of repair, so loaded, or in such manner as to create loud and unnecessary grating, squealing, grinding, rattling or other noise;

3. Yelling, shouting, hooting, whistling or singing on the public streets, particularly between 10:00 p.m. and 7:00 a.m. or at any time and place so as to disturb the quiet, comfort and repose of any person in any dwelling or other type of residence;

4. The keeping in any building or upon any premises of any bird, animal or fowl which by frequent or long continued noise shall disturb the comfort and repose of any person in the vicinity;

5. The sounding of any whistle, siren or bell, receiving its power from whatever source, except to give notice of the time to begin or stop work or as a warning of fire or danger or upon request of proper city authorities;

6. Any construction activity, including excavation and land-clearing work, or erection, demolition, alteration, repair, or relocation of any building or structure, but excluding emergency repairs or city public works activities, which uses powered equipment such as backhoes, trucks, tractors, earth-moving equipment, compressors, motorized or power hand tools, or equipment of a similar nature at any location which produces noise clearly audible from another location in a residential district or at a dwelling in any district, other than between 7:00 a.m. and 10:00 p.m. The building department may, in writing, grant exceptions to these provisions when the work is of urgent necessity in the interest of public safety and convenience;

7. The creation of any unreasonable or excessive noise near any school, institute of learning, church or court, while the same are in session, provided signs are displayed in such vicinities indicating such institution is nearby;

8. The creation of loud and excessive noises in connection with loading or unloading any vehicle, or the opening or destruction of bales, boxes and containers;

9. The use of any drum, loudspeaker, or other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show, sale or display of merchandise;

10. The use of mechanical loudspeakers or amplifiers on moving or standing vehicles for advertising purposes;

11. Any "unnecessary noise" as provided in GMC 9.20.060 which reads: It is unlawful to make or cause to be made any unnecessary noise or sounds of such volume or of such a nature as to disturb the peace or cause annoyance to others within the city. It shall further be unlawful for any person to use, operate, play, or permit to be used, operated or played, any radio receiving set, musical instrument, television, phonograph, drum or other instrument, machine or device for the production or reproduction of sound in such a manner as to cause to be made or continued any unnecessary noise as heard without measurement. The operation of any such set, instrument, television, phonograph, machine or device at any time in such a manner as to be plainly audible at either the property line or 75 feet in the case of a vehicle on a public right-of-way shall be prima facie evidence of a violation of this section. This section shall not apply to any person who is participating in a school band, civic or religious function or parade;

12. The use of hand or power tools, machinery or powered yard maintenance equipment, which results in unreasonably loud and disturbing noises and is clearly audible at a distance of 50 feet from the location where such tools, machinery or equipment are operated; provided, however, that this section shall not apply to such tools, machinery or equipment, used in accordance with manufacturer's specifications between the hours of 7:00 a.m. and 10:00 p.m.

E. Vehicle Nuisances.

1. The existence on any premises of any inoperable or abandoned vehicle, machinery, equipment, trailer, house trailer, boat or other vehicle, tires or major parts thereof.

2. The stopping or parking of a vehicle within the area designated as a minimum front yard or side yard on a flanking street as defined in GMC Title 17, Zoning, within a residential area. Parking shall be permitted in and upon designated driveways. The designated driveway is defined as the surfaced roadway leading from the street to the garage, covered parking area or other permitted off-street parking area. Violation of this subsection is a class "A" nuisance.

3. Servicing, repairing, assembling, wrecking, modifying, restoring or otherwise working on any vehicle on any residential premises in any zone district shall be subject to the following:

a. Work shall be limited to the minor repair and maintenance of vehicles, equipment or other conveyance currently registered as specified in the Washington Vehicle Code to the occupant or a member of the occupant's family. This limitation precludes auto repair on residential premises by any commercial entity.

b. Such work shall be conducted on no more than one vehicle at any one time.

c. Major repair such as major engine overhauling, transmission repair or rear end repair or replacement work shall only be done within an enclosed structure (such as a garage) or in an area which is screened from public view.

d. Such work shall be done only between the hours of 7:00 a.m. and 10:00 p.m.

- e. Such work shall not be done in a public right-of-way.
- f. Storage of parts, equipment or other supplies needed for the repair of the vehicle on the premises must be kept within an enclosed structure or in an area which is screened from public view.
- g. No such work which creates a nuisance as defined herein shall be permitted.
- h. Upon completion of any work allowed by this section, the property shall be cleaned of all debris, oil, grease, gasoline, cloths, rags and equipment or material used in the work and shall be left in such a condition that no hazard to persons or property shall remain.
- i. Disposal of all waste products shall be done in accordance with Chapter 19.114 RCW.

F. Animal Nuisances. All animal nuisances are class "A" nuisances.

1. The habitual or continuing barking, howling, yelping, whining or other oral noises of a dog or other animal while on or off the premises of its owner. In addition to the penalties provided herein, the municipal court judge shall have the authority to order the confiscation of any animal deemed to be an habitual offender of this subsection. A habitual offender shall be deemed to be any animal whose owner has been cited and convicted of this offense on three prior occasions for the same animal. Upon the confiscation of the dog, the judge shall set conditions for the return of the animal and may, if such conditions are not met, order the destruction of the animal.

2. Allowing a dog or other animal to defecate in any area of the city other than the premises of the owner or person having charge of the animal, unless said owner or person being in charge takes immediate steps to remove and properly dispose of said feces.

3. All pens, stables, kennels, yards and other premises where animals are confined or kept for private or commercial purposes shall be maintained in a clean condition so as to avoid unhealthy conditions for the animals or accumulation of animal waste; provided, however, said requirements shall not pertain to customary farm or agricultural practices.

4. Any animal manure in any quantity which is not securely protected from flies or weather conditions, or which is kept or handled in violation of any ordinance of the city.

G. Drug and Moral Nuisances. All drug and moral nuisances are class "A" nuisances.

1. The illegal possession, delivery or manufacture of any illegal drug.

2. Any building, house, room or other structure or vehicle maintained or used for the purpose of lewdness or prostitution; the sale, use or possession or manufacturing of any illegal drugs.

H. Environmental Nuisances. All environmental nuisances are class "A" nuisances.

1. The existence of any condition which would produce dust or noxious odors; provided, that nothing herein shall be prohibited when done in conjunction with a construction project for which a building permit has been issued and is being prosecuted diligently to completion. However, the contractor

or owner will be responsible for dust and odor control throughout his development area.

2. The existence of any strong or offensive odor at the property line, including but not limited to rotting or decaying fish or other dead animals, rotting garbage, animal manure, strong chemical smells, and other strong or offensive odors.

3. Any noxious, foul, offensive or putrid liquid or substance or any liquid or substance likely to become noxious, foul, offensive or putrid to be discarded, placed or thrown upon or to flow from or out of any premises into or upon any adjacent premises or any street, alley, sidewalk or other public place or right-of-way or to stand, remain or be upon any premises or any street, alley, sidewalk or other public place or right-of-way.

4. No person shall throw, drop, deposit, discard or otherwise dispose of litter upon any public property in the city or upon private property in the city not owned by him or her, whether from a vehicle or otherwise.

I. Miscellaneous Nuisances. All miscellaneous nuisances are class "A" nuisances.

1. The existence of caterpillar infestations.

2. The existence of fruit fly infestation, moths, rust, or other tree diseases.

3. The burning or disposal of refuse, sawdust, paper, wood, boards, boxes, leaves, or other rubbish or material.

4. Any pit, basin, pothole, hole, swimming pool or other excavation which is unguarded and dangerous to life, or has been abandoned, or is no longer used for the purpose for which it was constructed or is maintained contrary to law.

5. The use of any laser device to shine at any person, business, residence or automobile or other means of transportation.

6. Maintenance of a "Marijuana nuisance" as defined in section 8.24.010(E).

Section 3. Except as set forth herein, all other provisions of Chapter 8.24 Grandview Municipal Code remain unchanged.

Section 4. This ordinance shall be in full force and effect five days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on April 23, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 4/24/19

EFFECTIVE: 4/29/19

RESOLUTION NO. 2019-19

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE COUNCIL PROCEDURES MANUAL TO REFLECT THAT
REGULAR MEETINGS OF THE CITY COUNCIL CONSIST OF A 6:00 P.M.
COMMITTEE MEETING AND A 7:00 P.M. BUSINESS MEETING ON THE SECOND
AND FOURTH TUESDAY OF EACH MONTH**

WHEREAS, the City Council adopted a Council Procedure Manual in 1986 for the purpose of outlining procedures to be followed by the City Council in the conduct of municipal business; and

WHEREAS, it has from time to time been necessary to amend the Council Procedures Manual to reflect changes in Council operations or applicable law; and

WHEREAS, the Council Procedures manual needs to be amended to clarify that the "regular meeting," as that term is used at RCW 42.30.070, consists of a Committee-of-the-Whole meeting at 6:00 p.m. and a business meeting at 7:00 p.m.; and

WHEREAS, the City Council finds and determines that amending the Council Procedure Manual in such a manner that the manual be consistent with the Grandview Municipal Code and current Council operations is in the best interest of the residents of the City of Grandview and will promote the general health, safety and welfare;

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

1. Section 2.1 of the Council Procedures Manual, which currently reads as follows:

2.1 **Day and Time of Regular Meetings:** The regular meeting of the Council shall be held on the second and fourth Tuesday of each and every month at the hour of 7:00 p.m.; provided, that regular meetings shall be held on the next succeeding day when the meeting day is a state-established holiday.

is hereby amended to read as follows:

2.1 **Day and Time of Regular Meetings:** The regular meetings of the Council shall be held on the second and fourth Tuesdays of each and every month and shall consist of a Committee-of-the-Whole meeting at 6:00 p.m. and a business meeting at 7:00 p.m.; provided, that regular meetings shall be held on the next succeeding day when the meeting day is a state-established holiday.

2. Except as expressly provided herein, the Council Procedures Manual shall remain unchanged.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on April 23, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY