

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, MAY 28, 2019**



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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A.** Ordinance permitting commercial/downtown business establishments to use public sidewalks as a seating area, and adding a new chapter to the Grandview Municipal Code entitled 12.10 – Obstructing Streets and Sidewalks 1-9
 - B.** Resolution authorizing the Mayor to enter into an Interlocal Agreement for continued participation in the Yakima Valley Special Investigations Unit 10-26
 - C.** Ordinance providing for the annexation of property known as the Brett & Teresa Smith dba Quail Run Manufactured Home Park Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City 27-34
 - D.** Ordinance relating to the placement of Little Free Libraries and creating a new section with Chapter 17.70 of the Grandview Municipal Code entitled 17.70.230 – Little Free Libraries 35-38
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

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

ITEM TITLE

Ordinance permitting commercial/downtown business establishments to use public sidewalks as a seating area, and adding a new chapter to the Grandview Municipal Code entitled 12.10 – Obstructing Streets and Sidewalks

AGENDA NO.: New Business 4 (A)

AGENDA DATE: May 28, 2019

DEPARTMENT

Legal

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW


CITY ADMINISTRATOR


MAYOR

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

At the May 14, 2019 C.O.W. meeting, Humberto Rodriguez on behalf of the following downtown businesses: Casa de Vino, El Camprestre, Javi's Chicken, Casa Tequila and The Happy Watermelon, presented a formal request that the City grant permission to downtown restaurants/taverns/eateries the use of sidewalk seating. He explained that sidewalk usage would create a more approachable and engaging environment in the downtown corridor and better appeal to potential customers as well as offer an inviting atmosphere for economic growth in the community. The City would simply have to make sure businesses were following guidelines that would not cause the City to violate the Americans with Disabilities Act. He presented a sample ordinance from the City of Prosser.

Following his presentation, the C.O.W. directed the City Attorney to draft an ordinance providing for sidewalk use by downtown establishments for consideration at the May 28, 2019 C.O.W. meeting.

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

Attached is an ordinance drafted by the City Attorney.

ACTION PROPOSED

Move an ordinance permitting commercial/downtown business establishments to use public sidewalks as a seating area, and adding a new chapter to the Grandview Municipal Code entitled 12.10 – Obstructing Streets and Sidewalks to a regular Council meeting for consideration.

Formal Request for Sidewalk use by Downtown Establishments.

4/23/2019

RECEIVED


APR 23 2019


CITY OF GRANDVIEW

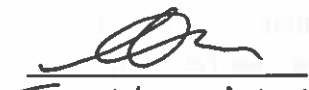
City of Grandview,


This letter is to formally request the City of Grandview grant permission to downtown restaurants/taverns/eateries the use of sidewalk seating. Sidewalk usage would create a more approachable and engaging environment in the downtown corridor. As downtown business owners and leaders we would like to better appeal to potential customers as well as offer an inviting atmosphere for economic growth in our community. The City would simply have to make sure businesses are following guidelines that would not cause the city to violate the Americans with Disabilities Act. Attached you will find Sample ordinance from City of Prosser.

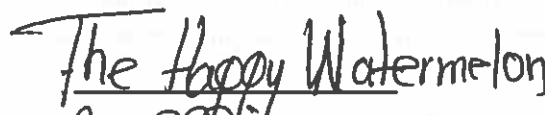

Downtown Businesses


CASA DE VINO


EL CAMPESTRE


Javi's Chicken


Casa Tequila


The Happy Watermelon

Mami's

ORDINANCE NO. 2019-____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
PERMITTING COMMERCIAL/DOWNTOWN BUSINESS ESTABLISHMENTS
TO USE PUBLIC SIDEWALKS AS A SEATING AREA, AND ADDING
A NEW CHAPTER TO THE GRANDVIEW MUNICIPAL CODE ENTITLED
12.10 – OBSTRUCTING STREETS AND SIDEWALKS**

WHEREAS, there has been increased interest in the use of public places in the City for the purpose of locating and operating sidewalk cafes; and

WHEREAS, the City Council finds that it is desirable to allow these types of uses on public places within the City if appropriately regulated so as not to create a public nuisance or a public safety hazard; and

WHEREAS, in order to allow these types of uses in public places in a manner that does not create a public nuisance or public safety hazard, it is appropriate to add to the Grandview City Code provisions relating to public streets and sidewalks.

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

Section 1. A new Chapter 12.10 of the Grandview Municipal Code, entitled "Obstructing Streets and Sidewalks" is hereby adopted to read as follows:

Sections

- 12.10.010** **Objects obstructing pedestrian use of sidewalks prohibited—
Exceptions.**
- 12.10.020** **Objects obstructing use of street and alleys prohibited.**
- 12.10.030** **Violations - Penalties.**

**12.10.010 Objects obstructing pedestrian use of sidewalks prohibited—
Exceptions.**

Except for objects placed by the city of Grandview, it is unlawful for any person, persons, firm, company or corporation to place any stick, pole, post, stone, box or any other article of whatsoever kind or character, upon or across any of the sidewalks of the city in such a manner as to obstruct the free and unobstructed use of the sidewalks for pedestrians traveling or desiring to travel the same, except as provided as follows:

A. The city may allow charitable or nonprofit organizations to place flowerpots, benches, bicycle racks or other objects similarly intended to promote the public welfare or intended to beautify the city on the sidewalk or pedestrian right-of-way; provided, that such objects would not cause the city to violate the Americans with Disabilities Act.

B. Building owners or business owners hereby permitted to use a portion of city sidewalks or city- owned pedestrian right-of-way abutting their building or business establishment in the Central Business Overlay District of the City of Grandview subject to the following standards:

1. Usage shall be restricted to the area closest to the exterior wall of the business and shall be situated such that there is unobstructed pedestrian walkway meeting Americans with Disabilities Act requirements and standards between the usage area and the adjacent street. All usages permitted hereunder shall, at all times, leave a minimum of four feet of unobstructed sidewalk area between all other objects obstructing the sidewalk including but not limited to light poles, garbage cans, and the front bumpers of any parked cars.
2. No usage shall be allowed which obstructs the entrance or exit of the building.
3. No usage will be allowed in the public street or in any public parking place.
4. Usage shall not obstruct vehicular traffic sight distance triangle requirements or be located within five feet of a wheelchair ramp.
5. Placement of signs in the pedestrian right-of-way or upon sidewalks is not allowed by this section. But if such signs are allowed by Chapter 15.16, then they shall comply with the provisions of this section.
6. Except as permitted by this subsection, retail sales of goods shall not be allowed on the sidewalk or pedestrian right-of-way. The owner or manager of a business upon abutting property making retail sales to the public may display on a public sidewalk goods or wares that are being offered for sale inside the business. Sidewalk displays are subject to rules of the public works director, and the following criteria:
 - a. The location of the sidewalk display shall not reduce or obstruct pedestrian passage on the sidewalk to less than four feet to the nearest street trees, utility poles, traffic control signs and devices, parking meters, fire hydrants, buildings, parked vehicles, and other similar devices and structures. Furthermore, such placement shall be consistent with any applicable standards established by the Americans with Disabilities Act and shall not obstruct vehicular traffic or parking or the use of any crosswalk, wheelchair ramp, bus or taxi zone.

- b. The display must be as flush as reasonably possible against the building of the abutting property, must leave entrances and driveways clear, and may not extend more than four feet into the sidewalk.
 - c. The display must be removed during those hours that the business is closed. If the display is in place before sunrise or after sunset, the display must be lighted and readily visible to passing pedestrians on the sidewalk.
 - d. Sales of goods must occur on the abutting privately owned property.
 - e. The display may not contain liquor, tobacco, firearms, munitions, or any article which a minor is prohibited by law from purchasing, or any material restricted by the fire code adopted by the city from direct access or handling by the public.
 - f. The display must be removed any time the public works director, chief of police, code enforcement officer, fire code official, or other city official determines that a clear sidewalk is needed and requests removal for use of travel or transportation, street cleaning or maintenance, street utility work, a crowd control event or parade, or an emergency.
 - g. News racks, mailboxes, and drop boxes for delivery services are not subject to the restrictions in this subsection.
 - h. The city assumes no responsibility for the items on display, irrespective of whether the loss occurs through accident, collision, vandalism, theft or otherwise.
7. In consideration of the use of the sidewalk and pedestrian right-of-way as provided for in this section, all users agree to indemnify, defend, and hold harmless the City of Grandview from any and all liability occasioned by such use.
8. No person may operate a sidewalk cafe without a permit from the public works director as follows:
- a. Permit Application. An applicant must provide the following before a sidewalk cafe permit can be issued:
 - i. The anticipated periods of use during the year and the proposed hours of daily use, including Saturdays, Sundays, and holidays;

ii. Whether any liquor, as defined in RCW 66.04.010, will be sold or consumed in the area to be covered by the permit;

iii. Procure and maintain liability insurance naming the city of Grandview as additional insureds in the amount of one million dollars;

iv. Payment of a nonrefundable fee in the amount to be set by resolution of the city council; and

v. Such permit shall be valid for twelve months after it is issued.

b. Terms and Conditions.

i. The public works director may issue a permit for use of a sidewalk for sidewalk cafe purposes in the event and to the extent that he or she determines that:

(A) The applicant is the owner or occupant of the abutting property and operates a cafe, restaurant, or tavern thereon;

(B) The location of the sidewalk cafe shall not reduce or obstruct pedestrian passage on the sidewalk to less than four feet to the nearest street trees, utility poles, traffic control signs and devices, parking meters, fire hydrants, buildings, parked vehicles, and other similar devices and structures. Furthermore, such placement shall be consistent with any applicable standards established by the Americans with Disabilities Act and shall not obstruct vehicular traffic or parking or the use of any crosswalk, wheelchair ramp, bus or taxi zone; and

(C) The proposed sidewalk cafe area is included within a food-service establishment permit issued by the applicable authorities.

ii. The public works director may include such terms and conditions in the permit as the public works director may deem appropriate, including but not limited to:

(A) Restrictions as to the number and placement of tables and chairs and as to the hours and dates

of use;

(B) A requirement that the area be cleared when not in use as a sidewalk cafe, or upon the order of the public works director or other appropriate city officer such as the chief of police or fire code official or their authorized representatives;

(C) Provisions that the permittees shall maintain the sidewalk in a clean and safe condition for pedestrian travel;

(D) A requirement that the applicant clear the sidewalk as may be necessary to accommodate deliveries to abutting or other nearby properties;

(E) Regulations upon lighting and illumination of the sidewalk cafe, limitations upon noise, and restrictions upon the placement of furniture or equipment used in connection with the sidewalk cafe;

(F) If the sidewalk cafe causes a change in pedestrian travel patterns, appropriate modifications to the sidewalk in the immediate vicinity in order to accommodate the change or to assure compliance with the federal Americans with Disabilities Act;

(G) Restoration of the sidewalk upon completion of the use.

iii. Unless expressly authorized by the public works director, no pavement shall be broken, no sidewalk surface disturbed, and no permanent fixture of any kind shall be installed in or on sidewalk area in connection with a sidewalk cafe.

iv. The public works director may suspend or revoke the permission granted if an applicant violates this chapter, any implementing rules, or the terms and conditions of the permit.

v. Liquor, as defined in RCW 66.04.010, as now existing or hereinafter amended, may be used and sold at a sidewalk cafe when authorized in both the use permit and provided for in this chapter and by permit of the

Washington State Liquor Control Board, and not otherwise.

c. Sidewalk Condition. The applicant shall comply with the terms and conditions of the sidewalk café permit issued, shall maintain the sidewalk in a clean and safe condition for pedestrian travel, and shall clear the sidewalk area when ordered to do so by the public works director or other appropriate city officer such as the chief of police, fire code official or their authorized representatives.

9. The following items may not be placed on the sidewalk or pedestrian right-of-way:

- a. Except for news racks, vending machines.
- b. Except as permitted by Chapter 15.16, Sign Code.
- c. Any items which would constitute a nuisance under state law or under an ordinance of the City of Grandview.
- d. Any item prohibited by state law or regulation from being visible to the public from a public right-of-way.
- e. Any item which is defined as hazardous or as hazardous waste by state law or regulations.
- f. Anything which is injurious to the public health.

10. The city may remove any object which is placed upon the pedestrian right-of-way or upon a sidewalk in violation of this section. The provisions of this section shall not be construed to provide owners of buildings or owners of businesses with any property right to use a portion of the sidewalk or the pedestrian right-of-way. The City of Grandview expressly reserves the right to amend this section to restrict the use of the sidewalk or the pedestrian right-of-way or to prohibit use of the sidewalk or pedestrian right-of-way allowed by this section.

12.10.020 Objects obstructing use of streets and alleys prohibited.

It is unlawful for any person, persons, firms, companies or corporations to place any fence, stick, pole, post, box, glass, crockery, tin cans or any other substance of whatever kind or character in, on, across or through any of the public streets and alleys of the city in any way or manner to obstruct the free use of the streets and alleys for the purpose for which they were dedicated to the public.

12.10.030 Violations - Penalties.

Violations of this Chapter shall constitute a public nuisance and may be enforced pursuant to Ch. 15.72 of the Grandview Municipal Code.

Section 2. Except as set forth herein, all other provisions of the Grandview Municipal Code remain unchanged.

Section 3. 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 _____.

MAYOR

ATTEST:



CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

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

ITEM TITLE Resolution authorizing the Mayor to enter into an Interlocal Agreement for continued participation in the Yakima Valley Special Investigations Unit	AGENDA NO.: New Business 4 (B) AGENDA DATE: May 28, 2019
DEPARTMENT Police Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)
DEPARTMENT DIRECTOR REVIEW Kal Fuller, Police Chief	
CITY ADMINISTRATOR	 MAYOR
 ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)	
<p>In 2016, an agreement was finalized for the creation of a Yakima Valley Special Investigations Unit (YVSIU). The LVSIU was created to investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high profile incidents where there may be an appearance of a conflict of interest. The Agreement was reviewed by the Washington State Attorney General's Office. The City Attorney reviewed the agreement. The agreement was presented to the Council for approval and was signed by the Mayor.</p>	
ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.	
<p>The Cities of Moxee and Zillah have now both joined the YVSIU. A new YVSIU agreement is being submitted for approval with the two new cities added. No language in the agreement has changed.</p>	
ACTION PROPOSED	
<p>Move a resolution authorizing the Mayor to enter into an Interlocal Agreement for continued participation in the Yakima Valley Special Investigations Unit to a regular Council meeting for consideration.</p>	

RESOLUTION NO. 2019-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT
FOR CONTINUED PARTICIPATION IN THE
YAKIMA VALLEY SPECIAL INVESTIGATIONS UNIT**

WHEREAS, the City of Grandview wishes to enter into an interlocal agreement relating to continued participation by the City of Grandview Police Department in a multi-jurisdictional special investigations unit, to be referred to as the Yakima Valley Special Investigations Unit (YVSIU); and

WHEREAS, the mission and purpose of the YVSIU would be to thoroughly investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high profile incidents where there may be an appearance of a conflict of interest; and

WHEREAS, the City Council finds that it is in the best interest of the City of Grandview that the Mayor be authorized to enter into said interlocal agreement on behalf of the City.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON, RESOLVES AS FOLLOWS:

The Mayor is hereby authorized to enter into an interlocal agreement for the City of Grandview Police Department to participate in the Yakima Valley Special Investigations Unit 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Yakima Valley Special Investigations Unit



YVSIU

Table of Contents

SECTION 1. Statement of Purpose.....	3
SECTION 2. Member Agencies.....	4
SECTION 3. Definitions	4
SECTION 4. Executive Board.....	4
SECTION 5. YVSIU Commander	5
SECTION 6. Operations Chief(s).....	5
SECTION 7. Public Information Officer	5
SECTION 8. Team Leader	5
SECTION 9. Investigator	5
SECTION 10. Training.....	6
SECTION 11. Activation.....	6
SECTION 12. Responsibilities	7
SECTION 13. Authority.....	7
SECTION 14. Costs	8
SECTION 15. Interlocal Cooperation Act Provisions	8
SECTION 16. Evidence.....	8
SECTION 17. Case Files.....	8
SECTION 18. Investigative Priority	8
SECTION 19. Investigative Goals	9
SECTION 20. Response by YVSIU	9
SECTION 21. Investigative Requirements	9
SECTION 22. Vehicle Incidents	9
SECTION 23. Investigators' Meeting.....	10
SECTION 24. Command Staff Briefing.....	10
SECTION 25. Scene Security	10
SECTION 26. Physical Evidence Collection, Preservation, and Analysis.....	10
SECTION 27. Employee Rights.....	10
SECTION 28. Public Safety Statement.....	10
SECTION 29. Report Writing.....	10
SECTION 30. Media Relations	11
SECTION 31. Sanctions/Removal of Member Agency.....	11
SECTION 32. Term of Agreement	11
SECTION 33. Termination	12
SECTION 34. Status of Officers Assigned to YVSIU	12

SECTION 35. Liability, Hold Harmless and Indemnification	12
SECTION 36. Dispute Resolution	12
SECTION 37. Severability	13
SECTION 38. Miscellaneous	13
SECTION 39. Municipal Authorizations and Approval by Legislative Authority	13
SECTION 40. Execution of Agreement	13
SECTION 41. Filing	13

SECTION 1. STATEMENT OF PURPOSE

The Mission and Purpose of the Yakima Valley Special Investigations Unit ("YVSIU") is to thoroughly investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high-profile incidents where there may be an appearance of a conflict of interest. The YVSIU will operate primarily within Yakima County or outside the county upon the request of a Chief or Sheriff. The YVSIU will conduct a criminal investigation to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident, specifically:

- To determine whether the nature and the quality of the involved conduct is prohibited by statutes which provide for criminal penalties upon conviction, and
- If criminal conduct does exist, determine the identity of the person(s) responsible, and
- If criminal conduct does exist, determine the degree of crime(s), and the existence of any factual or legal defenses to that crime.

Once a case has been completed and submitted to the prosecutor, it shall be made available to the Venue and Employer agencies for their internal use.

Criminal investigations shall follow the rules of law established by the State and federal constitutions, statutory and case law which apply to criminal investigations. The investigation shall be performed in a manner that provides both the appearance and the reality of a thorough, fair, complete and professional investigation.

Our Goals: To provide quality investigative assistance to all participating law enforcement agencies, especially those departments that may lack the resources to complete objective, thorough and comprehensive investigation. Additionally, we endeavor to:

- Promote public trust by conducting professional multi-jurisdictional investigations of major incidents, primarily law enforcement involved incidents which involve great bodily harm or death.
- Maximize the availability and sharing of the latest technological equipment and techniques.

- Consolidate and utilize the skills of experienced investigators and supervisors.
- Conduct quality investigations in a timely manner.

SECTION 2. MEMBER AGENCIES

Grandview Police Department
 Moxee Police Department
 Selah Police Department
 Sunnyside Police Department
 Toppenish Police Department
 Union Gap Police Department
 Washington State Patrol
 Yakima County Sheriff's Office
 Yakima Police Department
 Zillah Police Department

SECTION 3. DEFINITIONS

Employer Agency: The agency which employs the officer(s) who use lethal force, or which employs the primary officer(s) involved in the incident.

Venue Agency: The agency having jurisdiction of the incident.

Member Agency: Signatories to the agreement who have personnel assigned to the YVSIU.

SECTION 4. EXECUTIVE BOARD

The Executive Board of the Yakima Valley Special Investigation Unit shall consist of the Sheriff and Police/WSP Chief(s), or their designee, of each Member Agency. Representatives of the Prosecutor's Office and the Coroner's Office will be invited to all Board meetings and their input may be solicited. For voting purposes and for decision making for administrative purposes in administering this agreement, it will be the majority rule of the Executive Board.

The Chairman of the Executive Board will rotate between the Yakima County Sheriff, designated upper valley Police Chief and designated lower valley Police Chief every two years. The Chairman of the Executive Board shall schedule a meeting of the Executive Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the YVSIU Commander concerning activities of the Unit over the past year, address issues pertaining to the operation and support of the Unit, and address changes to the YVSIU protocol. Special meetings may be called at any time by a member of the Executive Board. Special meetings may also be requested by the YVSIU Commander.

SECTION 5. YVSIU COMMANDER

The YVSIU Commanders will be the rank of lieutenant or higher. The YVSIU Commander shall have the responsibility to develop a unit Standard Operating Procedure / Guidelines (SOP/G) and manage and coordinate the readiness and training of the Unit. Candidates for the YVSIU Commander position will be nominated by a member agency and selected by the Executive Board. The YVSIU Commander will report to the Executive Board. The YVSIU Commander will serve two years, but the term may be extended or terminated at the discretion of the Executive Board. A Commander must have strong tact and leadership skills, with experience in criminal investigations and strong working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training.

SECTION 6. OPERATIONS CHIEF(S)

The Operations Chief(s) will be a qualified senior supervisor with experience in criminal investigations and knowledge of the ICS. The Operations Chief(s) will be nominated by a member agency and selected by the YVSIU Executive Board. The Operations Chief(s) must have strong leadership and organizational skills. The Operation Chief(s) should have a working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training and be prepared to assume command in the absence of the YVSIU Commander. The Operations Chief(s) will assist the YVSIU in the development of the SOP/G, oversee investigations and assign YVSIU resources as needed.

SECTION 7. PUBLIC INFORMATION OFFICER

The Public Information Officer(s) ("PIO(s)") will be selected from a list of qualified personnel who have attended the basic and advanced PIO training. They should have strong verbal and written communications skills. The PIO(s) will be chosen by the YVSIU Executive Board.

SECTION 8. TEAM LEADER

A Team Leader will be an investigative supervisor. The Team Leader must have good leadership and communication skills; as they will be leading a team of investigators from multiple jurisdictions. The Team Leader(s) will be selected by the YVSIU Commander with the permission of their agency's chief executive or designee.

SECTION 9. INVESTIGATOR

Investigators will be experienced officers with a background in criminal investigations. They must be adept at working with multiple agencies. The Investigators will be selected by the YVSIU Commander with the permission of the investigators agency's chief executive or designee.

SECTION 10. TRAINING

The member agencies will strive to ensure that the Team Leaders and Investigators assigned to YVSIU have classes in the following core areas:

Criminal Investigations

Crime Scene Investigations

Basic Homicide Investigations

Interview and Interrogation

Officer Involved Shooting Investigations

In Custody Death Investigations

Criminal Jurisdiction in Indian County

Team Leaders and Investigators must have completed six of the seven core classes in order to be considered for assignment to the YVSIU. Investigators must complete all the core classes within two years of being assigned. In addition, member agencies are expected to provide their investigators with advanced training courses. These courses may include advanced homicide investigation, blood spatter analysis, crime scene photography/videography, and other classes relevant to their assignment with the YVSIU.

SECTION 11. ACTIVATION

1. **Automatic and Immediate:** Upon the occurrence of an officer-involved use of force resulting in great bodily harm or death, or in-custody death. The invocation of this Protocol is automatically and immediately in effect, upon the request of the Venue Agency.
 - A Chief of Police, Sheriff, or WSP Commander, or their designee, shall make the request for the YVSIU to the Yakima County Sheriff's Office Communication Center.
 - Dispatch shall contact the YVSIU Commander through standard call-out procedures identified on the YVSIU phone tree or contact list.
 - The YVSIU Commander shall assign the Operations Chief and Team Leader. The Operations Chief shall be responsible for determining how many investigators will be needed during the initial response.
 - In cases of an officer-involved fatality, the Team Leader shall not be from the employing agency (excluding the WSP).

2. Other Incidents: This Protocol may also be invoked for other significant incidents, as approved by the YVSIU Commander.
3. Non-Member Agencies: The request for investigative assistance in an officer-involved critical incident shall be made by the chief executive of the non-member venue agency to the YVSIU Commander. The YVSIU Commander will decide if the unit is to be activated.
4. Invocation When Not Required:
 - Each member agency of this agreement may invoke this Protocol upon the occurrence of any critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this invocation, the matter will be investigated under the provisions of this Protocol. Member agencies may elect to not participate in the investigation based upon their internal policies and procedures.
 - In lieu of invoking this Protocol, the venue agency may investigate the matter by itself or seek aid from other agencies outside of the Protocol's requirements.

SECTION 12. RESPONSIBILITIES

- The venue agency shall make the initial request to activate the YVSIU.
- The venue agency shall provide a command-level liaison.
- Both the employer agency and venue agency shall make appropriate department personnel available to the YVSIU.
- The venue agency shall make available facilities and equipment as needed by the YVSIU.

SECTION 13. AUTHORITY

Once the YVSIU has agreed to investigate an incident as requested by the venue agency's chief executive, the YVSIU shall have sole and exclusive authority concerning the investigation of the incident. The YVSIU Commander or designee will provide appropriate case updates to the employer agency's chief executive, or their designee, throughout the course of the investigation.

Washington State Patrol policy directs that the WSP will investigate use of lethal force by its personnel, and that the WSP will not attempt to prevent a concurrent investigation by other agencies with jurisdiction. The YVSIU and the WSP may work jointly to criminally investigate the incident if the involved officer is a WSP commissioned employee.

SECTION 14. COSTS

Each member agency shall be responsible for their employees' wages and associated personnel costs. The venue agency shall be responsible for all reasonable investigative expenditures. The venue agency shall be advised of all extraordinary costs associated with the investigation.

SECTION 15. INTERLOCAL COOPERATION ACT PROVISIONS

No special budget or funds are anticipated, nor shall be created. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of real or personal property intended other than may be specifically provided within the terms of this Agreement. The section of this Agreement on "Executive Board" indicates who are the Co-Administrators of this Agreement.

SECTION 16. EVIDENCE

- **Evidence Storage:** All evidence shall be stored under the control of the Yakima County Sheriff's Property Room or, in the event of a conflict, it shall be stored at a non-employer agency as designated by the YVSIU Commander. The YVSIU Commander shall coordinate with the member agency's chief executive or designee to ensure compliance with that agency's policies and procedures. The venue agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.
- **Evidence Retention:** No evidence shall be released or destroyed without consent or agreement of the other agencies involved in the investigation including the Yakima County Prosecuting Attorney's Office. Once the criminal prosecution is completed all property owned by private citizens will be released in accordance with State Law and the involved agency's policies and procedures.

SECTION 17. CASE FILES

- All original reports, statements and other documentation of venue agency employees should be filed and maintained by the Venue Agency or the Yakima County Sheriff's Office. Copies of those reports, statements and other documentation shall be submitted to the YVSIU Commander in a timely manner. Reports filed in Spillman will be segregated.
- Copies of all case files should be made available to the employer agency.
- The complete investigation will be sent to the Yakima County Prosecuting Attorney's Office or the Prosecuting Attorney's Office with jurisdiction.

SECTION 18. INVESTIGATIVE PRIORITY

The Criminal Investigation has investigative priority over the Administrative Investigation and it begins immediately after an incident has occurred.

SECTION 19. INVESTIGATIVE GOALS

The goal of the investigation is to develop all available relevant information about the incident. When the investigation is completed, including all forensic testing, toxicology report and autopsy reports, the case will be submitted to the County Prosecutor. The County Prosecutor will make a final determination on the presence or absence of criminal culpability on the part of those involved in the incident.

In addition, the investigation may incidentally provide factual information to the employer agency's management for its internal use. While the Criminal Investigators do not direct their investigative attention to administrative concerns, it is recognized that the Criminal Investigation's results are of proper interest to agency management for its internal use, and those results are fully available for that purpose.

SECTION 20. RESPONSE BY YVSIU

Once the YVSIU activation has been authorized, the YVSIU Commander will direct resources to the investigation. The initial YVSIU response will consist of the Operations Chief, Team Leader and an adequate number of Investigators to handle the investigation. If additional resources are needed as the investigation evolves, that will be at the discretion and direction of the Operations Chief. When possible the Team Leader(s) should not be from the employer agency (excluding the WSP).

SECTION 21. INVESTIGATIVE REQUIREMENTS

The investigation is required to follow the rules of law, which apply to all criminal proceedings; these include constitutional, statutory and case law. Detectives will maintain the integrity of the investigation by following the rules of evidence throughout the investigation.

The investigation will be performed in a manner that provides a thorough, fair, complete and professional investigation, free of conflicts of interest.

SECTION 22. VEHICLE INCIDENTS

When requested, the YVSIU will investigate officer involved incidents when the use of a vehicle is an intentional use of force by a police officer that causes great bodily harm or death. In these investigations, the YVSIU will utilize experienced Collision Reconstructionists and appropriate resources.

This section is not to imply that the YVSIU will be activated in a police involved collision causing great bodily harm or death where the collision was not a result of an intentional use of force.

SECTION 23. INVESTIGATORS' MEETING

After the initial scene has been processed, the Team Leader may conduct a briefing with the Investigators to determine what has been accomplished and what still needs to be accomplished to complete the investigation. Attendees to this meeting will consist of the Operations Chief, Team Leader and key Investigators involved in the investigation.

SECTION 24. COMMAND STAFF BRIEFING

The purpose of this briefing is to advise the Command Staff from the employer agency the status of the incident and to determine what information is appropriate for the media releases. In addition to the Command Staff from the employer agency, the attendees to this meeting typically will consist of the YVSIU Commander, the Operations Chief, investigative Team Leader and PIO.

SECTION 25. SCENE SECURITY

The venue agency will have the responsibility for immediately securing crime scene(s) within its jurisdiction. This responsibility includes preservation of the integrity of the scene(s) and its/their contents, controlling access to the scene(s), and the identification and separation of witnesses. Use of allied agency resources may be necessary to accomplish this task.

SECTION 26. PHYSICAL EVIDENCE COLLECTION, PRESERVATION, AND ANALYSIS

Member agencies having the capability to assist YVSIU Investigators in the documentation of the scene(s) and to assist in the collection, preservation, and analysis of physical evidence may do so providing they possess the requisite training and experience.

Prior to final relinquishment of the scene, the Team Leader, crime scene Investigators/professionals, and YVSIU Command Staff will confer to determine if the collection of evidence is complete.

SECTION 27. EMPLOYEE RIGHTS

Law enforcement employees have the same rights and privileges regarding YVSIU interviews that any other citizen would have, including the right to remain silent, the right to consult with an attorney prior to an interview, and the right to have an attorney present during the interview.

SECTION 28. PUBLIC SAFETY STATEMENT

Public Safety Statements should be taken with consideration of the Employer Agency's policies, procedures and documents.

SECTION 29. REPORT WRITING

1. All individuals participating in the criminal investigation will write reports documenting their participation.
2. The Investigators within each investigative team will allocate and divide among themselves the responsibility for documenting interviews and observations.
3. Prompt completion and distribution of reports is essential. All involved agencies and investigators will strive for report completion and distribution within 7 days of any investigative activity. The Coroner's report may be delayed beyond 30 days pending results of some scientific tests.

SECTION 30. MEDIA RELATIONS

1. YVSIU: Once the YVSIU has initiated an investigation, all YVSIU media releases related to the investigation shall be made by the YVSIU Public Information Officer (PIO) or other official designee with the approval of the YVSIU Commander after consultation with the employer agency chief executive or designee. The YVSIU may release information typically on the day of the incident, an intermediate news release, and then a release when the complete investigation is sent to the Prosecutor.
2. THE EMPLOYER AGENCY: The employer agency's Public Information Officer ("PIO"), or other official designee, will release information in coordination with YVSIU supervisors. It shall be the responsibility of the employer agency to determine when the involved officer's name will be released to the public, pursuant to their policies and procedures.

SECTION 31. SANCTIONS/REMOVAL OF MEMBER AGENCY

Willful violations of the protocol agreement will be brought to the attention of the Executive Board by the YVSIU Commander, Operations Chief or Team Leaders. The Executive Board, by majority vote, may elect to immediately stop the investigation and turn the investigation over to the venue agency. A member agency failing to abide by this agreement may also be removed from the YVSIU by a majority vote of the Executive Board.

SECTION 32. TERM OF AGREEMENT

This Agreement shall become effective on the date it is executed by all signing parties, and shall remain in full force and effect and is intended to be indefinite.

SECTION 33. TERMINATION

A party may terminate this Agreement or, alternatively, withdraw its participation in the YVSIU by providing written notice to the chief law enforcement officer for each member agency of its intent to terminate or withdraw from this agreement. A notice of termination or withdrawal shall become effective upon the latter of: a) 30 days after service of the notice on the chief law enforcement officers for all member agencies; or b) at the conclusion of any YVSIU investigation that is pending on the date of the written notice of intent to terminate or withdraw from this Agreement.

SECTION 34. STATUS OF OFFICERS ASSIGNED TO YVSIU

- Pursuant to RCW 10.93.050, each officer assigned to the YVSIU remains the employee of the party who hired the officer, and is not an employee of any other member agency.
- Member agencies shall not allow officers who have been disciplined for dishonesty, bias or improper use of force subject to the provisions in *Brady V. Maryland* to be assigned to the YVSIU.

SECTION 35. LIABILITY, HOLD HARMLESS AND INDEMNIFICATION

- Pursuant to RCW 10.93.040, it is understood and agreed that each member agency, its agents, employees, and insureds do not, by virtue of these Protocols, assume any responsibility or liability for the actions of another agency's officers.
- Each party hereto shall be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers to the fullest extent required by law, and shall save, indemnify, defend and hold harmless all other parties from such liability. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 36. DISPUTE RESOLUTION

For the purpose of this Agreement, time is of the essence. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute.

SECTION 37. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference to this Agreement shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement. To this end, the provisions of this Agreement are declared to be severable.

SECTION 38. MISCELLANEOUS

Any provision of this Agreement that imposes an obligation that continues after termination or expiration of this Agreement shall survive the term or expiration of the Agreement and shall be binding on the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

SECTION 39. MUNICIPAL AUTHORIZATIONS AND APPROVAL BY LEGISLATIVE AUTHORITY

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the party, and the party agrees to the terms of this Agreement. The signor also certifies that the legislative authority of his or her respective employer (the City Council for cities or the County Commissioners for counties) has approved the Agreement by Resolution. This is to comply with the Washington Interlocal Cooperation Act, RCW 39.34.030(2) which states in part: "(2) Any two or more public agencies may enter into agreements with one another for joint or cooperative action pursuant to the provisions of this chapter....Appropriate action by ordinance, resolution or otherwise pursuant to law of the governing bodies of the participating public agencies shall be necessary before any such agreement may enter into force."

SECTION 40. EXECUTION OF AGREEMENT

This Agreement may be signed in counterparts by the parties. If the Agreement is signed by the parties in counterparts, it will be considered a fully executed Agreement.

SECTION 41. FILING

Pursuant to RCW 39.34.040 regarding methods of filing agreements pursuant to the Interlocal Cooperation Act, a copy of this Agreement shall be filed with the Yakima County Auditor, or, alternatively, listed by subject on the public agency's website or other electronically retrievable public source.

THIS AGREEMENT is executed by the persons signing below, who warrant that they have the authority to execute this Agreement.

YAKIMA POLICE DEPARTMENT

Chief Matthew Murray

Date: _____

Cliff Moore, City Manager

Date: _____

ATTEST:

Sonya Claar Tee, City Clerk

City of Yakima Contract No. 2019-_____
Resolution No. R-2019-_____

YAKIMA COUNTY SHERIFF'S OFFICE

Sheriff Robert Udell

Date: _____

Michael D. Leita, Chairman

Norm Childress, Commissioner

Ron Anderson, Commissioner
Constituting the Board of County Commissioners
for Yakima County, Washington

Approved as to form for Yakima County:

Stefanie J. Weigand
Senior Deputy Prosecuting Attorney

ATTEST:

Linda Kay O'Hara, Clerk of the Board of
County Commissioners

UNION GAP POLICE DEPARTMENT

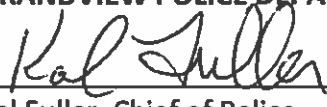
Gregory Cobb, Chief of Police

Date: _____

Arlene Fisher, City Manager

Date: _____

GRANDVIEW POLICE DEPARTMENT


Kal Fuller, Chief of Police

Date: 5-14-19

Gloria Mendoza, Mayor

Date: _____

SELAH POLICE DEPARTMENT

Rich Hayes, Chief of Police

Date: _____

Don Wyman, City Administrator

Date: _____

TOPPENISH POLICE DEPARTMENT

Curt Ruggles, Chief of Police

Date: _____

Lance Hoyt, City Manager

Date: _____

MOXEE POLICE DEPARTMENT

Jeff Burkett, Chief of Police

Date: _____

Greg LaBree, Mayor

Date: _____

SUNNYSIDE POLICE DEPARTMENT

Albert Escalera, Chief of Police

Date: _____

Donald Day, City Manager

Date: _____

WASHINGTON STATE PATROL

Chief John R. Batiste

Date: _____

ZILLAH POLICE DEPARTMENT

Timothy Quantrell, Chief of Police

Date: _____

Scott Carmack, Mayor

Date: _____

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

ITEM TITLE

AGENDA NO. New Business 4 (C)

Ordinance providing for the annexation of property known as the Brett & Teresa Smith dba Quail Run Manufactured Home Park Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City

AGENDA DATE: May 28, 2019

DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

City Clerk (Planning)

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR

MAYOR



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

The City received a Letter of Intent and Petition for Annexation and Rezone signed by Brett and Teresa Smith, dba Quail Run Manufactured Home Park, to annex Parcel No. 230927-11428 located at 301 Hickory Road and Parcel No. 230927-11407 located at 311 Hickory Road, Grandview, Washington, to the City of Grandview.

At the December 11, 2018 meeting, Council accepted the proposed annexation and referred the land use proposal to the Hearing Examiner to conduct the public hearing process. On February 6, 2019, a public hearing was held before the Hearing Examiner to receive comments on the proposed Annexation and Rezone.

On March 12, 2019, a closed record public hearing was held before the Council. Following the hearing, the Council accepted the Hearing Examiner's conclusions and recommendation that the Petition for Annexation submitted by Brett and Teresa Smith dba Quail Run Manufactured Home Park be approved with MR Manufactured Home Park District zoning for the 7.87 acre Parcel No. 230927-11428 at 301 Hickory Road and with R-1 Single Family Residential District zoning for the 1.99 acre Parcel No. 230927-11407 at 311 Hickory Road. The Council also approved Resolution No. 2019-10 authorizing the petition to annex and providing for transmittal of said petition to the Yakima County Boundary Review Board for a 45-day review prior to taking final action.

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

On March 25, 2019, staff submitted a Notice of Intention to the Yakima County Boundary Review Board (BRB) for a 45-day review period. The 45-day time period for the proposed annexation expired on May 18, 2019 and the annexation was deemed approved by the BRB. The attached ordinance finalizes the annexation process.

ACTION PROPOSED

Move an ordinance providing for the annexation of property known as the Brett & Teresa Smith dba Quail Run Manufactured Home Park Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said City, adopting a comprehensive land use plan, and changing the official zoning map of the City to the regular Council meeting for consideration.



WASHINGTON STATE BOUNDARY REVIEW BOARD FOR YAKIMA COUNTY

128 North Second Street
Fourth Floor Courthouse
Yakima, Washington 98901

(509) 574-2300 • FAX (509) 574-2301

May 21, 2019

Anita Palacios
City of Grandview
207 W. Second Street
Grandview, WA 98930

RE: File No.: BRB2019-001, City of Grandview - Brett & Teresa Smith dba Quail Run
Manufactured Home Park Annexation

Dear Ms. Palacios:

This is to notify you that the 45-day filing period for the subject "Notice of Intention" ended on May 18, 2019. No one invoked the BRB's jurisdiction; and therefore, the annexation is deemed approved by the BRB pursuant to RCW 36.93.100(4).

In order to complete the final filing process, please let me know:

1. The date on which the City records with the County Auditor the ordinance annexing this property. I will then be able to retrieve the Auditor's imaged PDF of the recorded ordinance for notifying affected agencies.
2. The date on which the ordinance becomes effective, so that I can inform affected agencies.

Please contact me with any questions.

Sincerely,

Phil Hoge
Chief Clerk of the Board
509-574-2254
phil.hoge@co.yakima.wa.us

Yakima County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding Yakima County's Title VI Program, you may contact the Title VI Coordinator at 509-574-2300.

If this letter pertains to a meeting and you need special accommodations, please call us at 509-574-2300 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the State's toll free relay service 1-800-833-6388 and ask the operator to dial 509-574-2300.

ORDINANCE NO. 2019-__

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
PROVIDING FOR THE ANNEXATION OF PROPERTY KNOWN AS THE BRETT &
TERESA SMITH DBA QUAIL RUN MANUFACTURED HOME PARK ANNEXATION
TO THE CITY OF GRANDVIEW PURSUANT TO THE PETITION METHOD, AND
INCORPORATING THE SAME WITHIN THE CORPORATE LIMITS THEREOF,
PROVIDING FOR THE ASSUMPTION OF EXISTING INDEBTEDNESS, REQUIRING
SAID PROPERTY TO BE ASSESSED AND TAXED AT THE SAME RATE AND
BASIS AS OTHER PROPERTY WITHIN SAID CITY, ADOPTING A
COMPREHENSIVE LAND USE PLAN, AND CHANGING THE OFFICIAL ZONING
MAP OF THE CITY**

WHEREAS, the City of Grandview, Washington received a petition for annexation, known as the Brett & Teresa Smith dba Quail Run Manufactured Home Park Annexation, of certain real property pursuant to RCW 35A.14.120, a legal description of which is attached hereto on Exhibit "A"; and

WHEREAS, that said petition set forth the fact that the City Council of the City of Grandview required the assumption of City indebtedness by the area requesting to be annexed; and

WHEREAS, prior to filing of said petition, the City Council had indicated a tentative approval of said annexation; and

WHEREAS, petitioners further understood the proposed zoning of said area proposed for annexation would be MR Manufactured Home Park District for Parcel No. 230927-11428 and R-1 Single Family Residential District for Parcel No. 230927-11407; and

WHEREAS, notices of hearing before the Hearing Examiner and the City Council were published in the manner as provided by law; and

WHEREAS, all property within the territory so annexed shall be subject to and is a part of the Comprehensive Plan of the City of Grandview as presently adopted or as is hereafter amended; and

WHEREAS, the Council of the City of Grandview has determined that the best interests and general welfare of the city would be served by the annexation; and

WHEREAS, prior to the City Council taking final action, the City Clerk submitted a "Notice of Intention" to the Yakima County Boundary Review Board pursuant to RCW 36.93.090; and

WHEREAS, on May 21, 2019, the Yakima Boundary Review Board notified the City that the 45-day review period lapsed on the "Notice of Intention" and the annexation was deemed approved by the Boundary Review Board,

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW DO ORDAIN, as follows:

SECTION 1. There has been filed with the City Council of the City of Grandview, a petition in writing signed by property owners owning a majority of the assessed value of the property proposed for annexation hereinafter described on Exhibit "A"; that said petition set forth the fact that the City Council of the City of Grandview required the assumption of City indebtedness by the area requesting to be annexed; that prior to filing of said petition, the City Council had on December 11, 2018 agreed to consider the annexation as proposed in the Letter of Intent; and that petitioners further understood the proposed zoning of said area proposed for annexation would be MR Manufactured Home Park District for Parcel No. 230927-11428 and R-1 Single Family Residential District for Parcel No. 230927-11407.

SECTION 2. February 6, 2019 was set as the date for the open record public hearing before the Hearing Examiner and March 12, 2019 was set as the date for the closed record public hearing on said petition before the Grandview City Council; notice of such hearings were published in the Grandview Herald, a newspaper of general circulation in the City of Grandview; notice of such hearings was also posted in three public places within the territory proposed for annexation; notice of such hearings was also mailed to owners of property within three hundred feet of the territory proposed for annexation; and said notice specified the time and place of such hearings and invited interested persons to appear and voice approval or disapproval of the annexation.

SECTION 3. The territory proposed by said petition to be annexed to the City of Grandview is situated in the County of Yakima in the State of Washington, is contiguous, approximate and adjacent to the present corporate limits of said City, and is more particularly described in Exhibit "A," which is attached hereto and incorporated in full by this reference.

SECTION 4. The territory set forth in this ordinance and for which said petition for annexation as filed should be and is hereby made a part of the City of Grandview.

SECTION 5. Pursuant to the terms of the annexation petition, all property within this territory annexed hereby shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessment or taxes in payment of any bonds issued or debts contracted prior to or existing at the date of annexation.

SECTION 6. All property within the territory so annexed shall be subject to and a part of the Comprehensive Plan of the City of Grandview as presently adopted or as is hereafter amended.

SECTION 7. All property within the territory so annexed shall be and hereby is zoned MR Manufactured Home Park District for Parcel No. 230927-11428 and R-1 Single Family Residential District for Parcel No. 230927-11407.

SECTION 8. This ordinance shall take effect and be in full force five (5) days after its passage and publication as provided by law.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

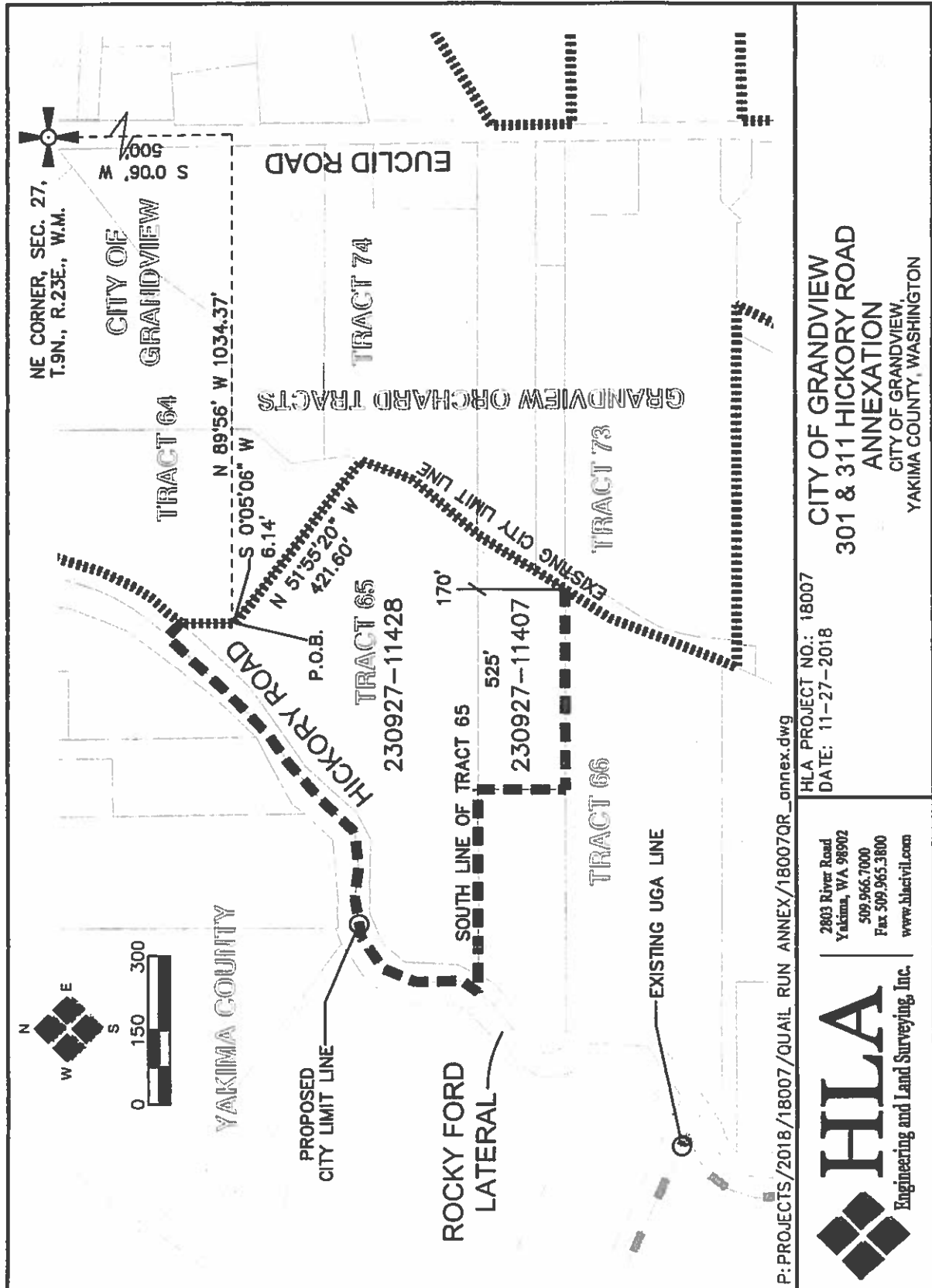
**City of Grandview
Annexation – 301 & 311 Hickory Road
HLA Project No. 18007G
November 27, 2018**

Proposed Annexation Legal Description

That part of Tracts 64 and 65, GRANDVIEW ORCHARD TRACT, as recorded in Volume "B" of Plats, page 14, Yakima County, Washington and adjacent right of way for Hickory Road being a portion of the Northeast quarter of Section 27, Township 9 North, Range 23 East, W.M., described as follows:

Commencing at the Northeast corner of said Section 27;
Thence South 0°06' West along the East line thereof 500 feet to the Easterly extension of the South line of Tract 64, GRANDVIEW ORCHARD TRACTS according to the official plat thereof recorded in Volume 'B' of Plats, Page 14, records of Yakima County, Washington;
Thence North 89°56' West along said South line of said Tract 64 and its Easterly extension 1034.37 feet;
Thence South 0°05'06" West 6.14 feet to the Point of Beginning;
Thence North 0°05'06" East 110.39 feet to the Westerly line of said Tract 64;
Thence Northwesterly at a right angle to the centerline of Hickory Road to the Westerly right of way line of said Hickory Road;
Thence Southwesterly along said right of way line to the Westerly extension of the South line of Tract 65 of said Plat;
Thence Easterly along said South line and its Westerly extension to a point that is 525 feet East of the Northeast corner of Tract 66 of said Plat;
Thence South at a right angle to a point that is 170 feet South of the North line of said Tract 66, as measured perpendicular thereto;
Thence East parallel with said North line to the Easterly line of said Tract 66;
Thence Northeasterly along said East lines of said Tracts 66 and 65 to a point bearing South 51°55'20" East 421.60 feet from the Point of Beginning;
Thence North 51°55'20" West 421.60 feet to the Point of Beginning;

Situate in Yakima County, State of Washington.



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

ITEM TITLE

AGENDA NO.: New Business 4 (D)

Ordinance relating to the placement of Little Free Libraries and creating a new section with Chapter 17.70 of the Grandview Municipal Code entitled 17.70.230 – Little Free Libraries

AGENDA DATE: May 28, 2019

DEPARTMENT

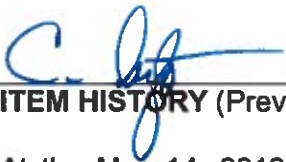
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

Legal

DEPARTMENT DIRECTOR REVIEW

CITY ADMINISTRATOR

MAYOR



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

At the May 14, 2019 Council meeting, Adjutant James Davidson with the Fred E. Hayes Post 57 of The American Legion requested permission to install a "Little Free Library" outside the entrance to the Grandview Community Center. The Legion would serve as the registered steward of the box, assuring a selection of suitable books were always available and discarding unsuitable material. The Legion would also maintain the box, so there was no burden to the City or staff. It would be placed in a manner not to impede pedestrian traffic or access.

Following his presentation, the C.O.W. directed the City Attorney to draft an ordinance providing for the placement of Little Free Libraries in the City for consideration at the May 28, 2019 C.O.W. meeting.

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

Attached is an ordinance drafted by the City Attorney.

ACTION PROPOSED

Move an ordinance relating to the placement of Little Free Libraries and creating a new section with Chapter 17.70 of the Grandview Municipal Code entitled 17.70.230 – Little Free Libraries to a regular Council meeting for consideration.

**THE
AMERICAN
LEGION**



FRED E. HAYES POST 57* P.O. BOX 56 * GRANDVIEW, WASHINGTON 98930-0056*
(509) 882-1984 * FAX (509) 882-0415*
WWW.WALEGION57.ORG

April 9, 2019

Mayor Gloria Mendoza
City of Grandview
207 W 2nd St
Grandview WA 98930

RE: Placement of Little Free Library at Grandview Community Center

Dear Mayor Mendoza:

Our Post is seeking permission to install a "Little Free Library" outside the entrance to Grandview Community Center.

This small box would be part of the larger Little Free Library program (<https://littlefreelibrary.org/>) and unlike two other similar boxes installed in Grandview, would be chartered and registered with that program. As such, it would appear in a registry of Little Free Library locations around the world and would appear on a map, driving visitors to the location. Our primary interest is to serve the visitors to and users of the Community Center.

The American Legion will serve as the registered steward of the box, assuring a selection of suitable books are always available and discarding unsuitable material. The Legion will also maintain the box, so there is no burden to the City or staff. It will be placed in a manner not to impede pedestrian traffic or access.

We consider this project to be a service to our community and the citizens of Grandview.

Thank you for your attention to this request. We will await the permission of the City before proceeding with the project.

FOR GOD AND COUNTRY

A handwritten signature in cursive script that reads "Robert G. Gates jr".

Robert G. Gates - Commander

AMERICA'S VETERANS SERVICE ORGANIZATION - SERVING GRANDVIEW AND THE LOWER YAKIMA VALLEY SINCE OCTOBER 13, 1919.
WE ARE WAR-TIME VETERANS AND MILITARY MEMBERS DEDICATED TO A STRONG NATIONAL SECURITY; COMPASSIONATE CARE FOR VETERANS AND THEIR FAMILIES;
COMMUNITY SERVICE; AND THE WHOLESOME DEVELOPMENT OF OUR NATION'S YOUTH.
PROUD MEMBER OF THE GRANDVIEW CHAMBER OF COMMERCE

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
REGULATING TO THE PLACEMENT OF LITTLE FREE LIBRARIES AND
CREATING A NEW SECTION WITHIN CHAPTER 17.70 OF THE GRANDVIEW
MUNICIPAL CODE ENTITLED 17.70.230 – LITTLE FREE LIBRARIES**

WHEREAS, there has been increased interest in the use of Little Free Libraries within the City; and

WHEREAS, the City Council finds that it is desirable to allow the placement of Little Free Libraries within the City given appropriate regulations; and

WHEREAS, in order to allow Little Free Libraries in a manner that simultaneously encourages the placement of Little Free Libraries within the City and does not create a public safety hazard or a public nuisance, it is appropriate to add to the Grandview City Code provisions relating to permitting and licensing requirements for the placement of Little Free Libraries within the City; and

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

Section 1. A new section of the Grandview Municipal Code, entitled "17.70.230 Little Free Libraries" is hereby adopted to read as follows:

17.70.230 - Free Little Libraries.

A. Definition: "Little Free Library" shall refer to the medium-sized structure, usually crafted with wood, designed to contain books and other reading material offered to the public free of charge.

B. Siting: Little Free Libraries are hereby not subject to permitting or licensing requirements of the City of Grandview, are hereby considered an accessory use as defined by Grandview Code Ch. 17.12.020, and are hereby permitted to be placed in any zoning district within the City of Grandview; provided that the following conditions are satisfied:

1. Little Free Libraries shall not be located within or overhang the public street right-of-way or any public easement.

2. Little Free Libraries shall not obstruct vehicular, bicycle or pedestrian traffic, either physically, or by a person utilizing the Little Free Library.

3. Provided that Little Free Libraries shall not obstruct access aisles or paths utilized by persons in wheelchairs or for Americans with Disabilities accessibility, Little Free Libraries may be placed as a permitted obstruction in a required front yard

(area between the front wall of a building and the public street right-of-way).

4. Little Free Libraries' enclosures shall be sized and arranged such that no person or child is able to enter.

5. Little Free Libraries shall be anchored to the ground or otherwise securely attached to something having a permanent location on the ground.

C. Violations: Violations of this Chapter shall constitute a public nuisance and may be enforced pursuant to Ch. 15.72 of the Grandview Municipal Code.

Section 2. Except as set forth herein, all other provisions of the Grandview Municipal Code remain unchanged.

Section 3. 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE: