

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, APRIL 27, 2021**



This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

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 13, 2021 Committee-of-the-Whole meeting 1-4
 - B. Minutes of the April 13, 2021 Council meeting 5-28
 - C. Payroll Check Nos. 12125-12140 in the amount of \$95,549.78
 - E. Payroll Electronic Fund Transfers (EFT) Nos. 60532-60536 in the amount of \$94,106.76
 - E. Payroll Direct Deposit 4/1/21-4/15/21 in the amount of \$118,190.05
 - F. Claim Check Nos. 121869-121957 in the amount of \$511,262.77
- 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. 2021-17 authorizing the Mayor to sign Amendment #1 to the Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update 29-32
 - B. Resolution No. 2021-18 authorizing the Mayor to sign an Amendment to the Agreement between the City of Grandview and Yakima County Development Association for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds 33-35
 - C. Resolution No. 2021-19 authorizing the Mayor to sign a Master License Agreement between the City of Grandview and Yakima MSA Limited Partnership, United States Cellular Operating Company of Yakima for Small Cell Wireless Facilities 36-49
 - D. Ordinance No. 2021-05 denying the proposal to amend the zone classification from R-1 and R-3 to MR for the real property described as Yakima County Parcel Nos. 230914-32001 and 230914-32004 50-55

- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. EXECUTIVE SESSION – Union Negotiations (1 hour)**
- 11. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, April 27, 2021 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://zoom.us/j/98833141886?pwd=MXFNTkYrUzFoRFkxYnlybnlwNnc4UT09>

Meeting ID: 988 3314 1886

Passcode: 594871

To join via phone: +1 253 215 8782 US

Meeting ID: 988 3314 1886

Passcode: 594871

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
APRIL 13, 2021**

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.

The meeting was held in person and was also available via teleconference.

2. ROLL CALL

Present in person: Mayor Mendoza and Councilmembers David Diaz, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: Councilmember Mike Everett

Absent: Councilmember Diana Jennings

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray and City Clerk Anita Palacios

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Resolution approving the final plat of Grandridge Estates – Phase 4 located on Grandridge Road

City Administrator Arteaga explained that at the March 24, 2020 meeting, Council adopted Resolution No. 2020-13 approving the Grandridge Estates Subdivision 227-lot preliminary plat. Following approval of the preliminary plat, the developer proceeded with the infrastructure improvements for Grandridge Estates subject to the conditions as outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. Phase 1 consisting of 25 lots was approved by the Council on September 8, 2020. Phase 2 consisting of 47 lots was approved by the Council on November 10, 2020. The infrastructure improvements for Grandridge Estates Phase 4 consisting of 22 lots was completed to the City's standards. The final plat map for Phase 4 was presented for Council consideration.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution approving the final plat of Grandridge Estates – Phase 4 located on Grandridge Road to the April 13, 2021 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes

- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Resolution authorizing the Mayor to sign Amendment #1 to the Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update

City Clerk Palacios explained that on February 25, 2020, Council approved Resolution No. 2020-8 authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments (YVCOG) for the Shoreline Master Program Plan Update. The Mayor signed the Agreement on March 2, 2020. Chris Wickenhagen, YVCOG Executive Director, requested an amendment to the City's Professional Service Agreement to change the wording and dollar amount in Task 4. The revision does not change the total contract amount signed previously.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign Amendment #1 to the Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update to the April 27, 2021 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Resolution authorizing the Mayor to sign an Amendment to the Agreement between the City of Grandview and Yakima County Development Association for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds

City Administrator Arteaga explained that on August 25, 2020, the City entered into an agreement with Yakima County Development Association (YCDA) for the pass through and use of the Washington State Department of Commerce Coronavirus Relief Funds as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency. On September 14, 2020, the City received an additional award of the federal Coronavirus Relief Funds in the amount of \$168,000 from the Washington State Department of Commerce Coronavirus Relief Funds. YCDA agreed to administer the additional funding as a grant program for small businesses, the same as that outlined in the August 25, 2020 Agreement. YCDA requested that the City approve an Amendment to the Agreement for administration of the additional Coronavirus Relief Funds as a grant program for

small businesses in the City of Grandview.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Souders, the C.O.W. moved a Resolution authorizing the Mayor to sign an Amendment to the Agreement between the City of Grandview and Yakima County Development Association for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds to the April 27, 2021 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Resolution authorizing the Mayor to sign a Master License Agreement between the City of Grandview and Yakima MSA Limited Partnership, United States Cellular Operating Company of Yakima for Small Cell Wireless Facilities

City Administrator Arteaga explained that United States Cellular requested a Master License Agreement with the City to install, maintain and operate eight (8) Small Cell Wireless Facilities on existing, replacement or new utility poles within the public right-of-way.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Moore, the C.O.W. moved a Resolution authorizing the Mayor to sign a Master License Agreement between the City of Grandview and Yakima MSA Limited Partnership, United States Cellular Operating Company of Yakima for Small Cell Wireless Facilities to the April 27, 2021 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

5. OTHER BUSINESS

Residential Housing Development – City Administrator Arteaga reported that residential housing development continues with building permits being issued for the Grandridge Estates Subdivision and infrastructure construction was underway for the Appleway Estates Subdivision.

McDonald's Restaurant – City Administrator Arteaga reported that a building permit was issued for the construction of a McDonald's restaurant on Vista Grande Way. Construction should begin May 2021.

Hallett Commercial Development on Euclid Road – City Administrator Arteaga reported that commercial development was underway on the Hallett property located on Euclid Road. He explained that the sewer lift station, street and infrastructure within that development was privately owned by the property owner. He indicated that the property owner would be submitting a request to the City to accept ownership.

Electric Vehicle Charging Station – City Administrator Arteaga reported that the City with the assistance of Northwest Open Access Network (NoaNet) submitted an Electric Vehicle Charging Grant Application to Pacific Power for nine (9) EV charging stations at the following locations: Grandview High School, Grandview Community Center, Grandview Library, City Hall, Rose Garden Park and Public Works Department

Norm Childress Amphitheater – Councilmember Souders presented drawings of the Norm Childress Amphitheater sign for Council consideration.

6. ADJOURNMENT

The C.O.W. meeting adjourned at 6:50 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
APRIL 13, 2021**

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.

The meeting was held in person and was also available via teleconference.

Present in person: Mayor Mendoza and Councilmembers David Diaz, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: Councilmember Mike Everett

Absent: Councilmember Diana Jennings

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

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Mayor Mendoza led the pledge of allegiance.

3. PRESENTATIONS

A. Introduction of Yakima County Commissioners Amanda McKinney, Ron Anderson and Ladon Linde

City Administrator Arteaga introduced newly appointed Yakima County Commissioner Ladon Linde.

B. American Legion Riders – Fill the Combat Boot Fundraiser

Joe Santos, Director of the American Legion Riders Post 130 of Zillah, Washington, requested Council's approval to hold a "Fill the Boot" fundraiser on April 17th from 9:00 a.m. to 2:00 p.m., at the Grandview Museum parking lot. All proceeds from the fundraiser help area Veterans and their families.

On motion by Councilmember Ozuna, second by Councilmember Moore, Council approved the April 17th "Fill the Boot" fundraiser at the Grandview Museum Parking Lot.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes

- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. 2021 Arbor Day Proclamation & Arbor Day Celebration

Mayor Mendoza proclaimed April 21, 2021 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.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

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

- A. Minutes of the March 23, 2021 Committee-of-the-Whole meeting
- B. Minutes of the March 23, 2021 Council meeting
- C. Minutes of the March 30, 2021 Special Council meeting
- D. Payroll Check Nos. 12096-12124 in the amount of \$30,269.05
- E. Payroll Electronic Fund Transfers (EFT) Nos. 60521-60527 in the amount of \$110,324.74
- F. Payroll Direct Deposit 3/16/21-3/31/21 in the amount of \$129,573.87
- G. Claim Check Nos. 121764-121868 in the amount of \$180,297.81

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

6. ACTIVE AGENDA

- A. Closed Record Public Hearing – Rezone Application and Conditional Use Permit Application submitted by North 44 Homes LLC for the Euclid Meadows Manufactured Home Park located north of Grant Court and east of North Euclid Road, Grandview, WA

Mayor Mendoza opened the closed record public hearing to consider the Hearing Examiner's recommendation that the City Council approve the requested rezone and conditional use permit submitted by North 44 Homes LLC for the Euclid Meadows Manufactured Home Park located north of Grant Court and east of North Euclid Road, Grandview, Washington, by reading the public hearing procedure.

There was no one in the audience who objected to her participation as Mayor or any of the Councilmembers' participation in these proceedings. None of the Councilmembers had an interest in this issue nor did any stand to gain or lose any financial benefit as a result of the

outcome of this hearing and all indicated they could hear and consider the issue in a fair and objective manner.

The purpose of the hearing was for the Council to review the record and consider the pertinent facts relating to this issue. No new public testimony was allowed.

City Clerk Palacios provided the following review of the record:

- North 44 Homes LLC submitted a Rezone Application and a Conditional Use Permit Application for Parcel Nos. 230914-32001 and 230914-32004 consisting of 24.84 acres located north of Grant Court and east of North Euclid Road, Grandview, WA. The applicants requested a Rezone from R-1 Low Density Residential and R-3 High Density Residential to MR Manufactured Home Park. The applicants also requested a Conditional Use Permit to develop and construct a manufactured home park.
- On February 18, 2021, a public hearing was held before the Hearing Examiner to receive comments on the proposed Rezone and Conditional Use Permit. The public hearing was continued to March 4, 2021. A copy of the Hearing Examiner's Recommendation RZ#2021-01 and CUP #2021-01 dated March 18, 2021 was presented.
- Following the closed record public hearing, recommend Council accept the Hearing Examiner's Recommendation RZ#2021-01 to approve the requested Rezone from R-1 Low Density Residential and R-3 High Density Residential to MR Manufactured Home Park for Parcel Nos. 230914-32001 and 230914-32004 located north of Grant Court and east of North Euclid Road, Grandview, WA.
- At the April 27, 2021 regular meeting, staff would present an ordinance changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested for Parcel Nos. 230914-32001 and 230914-32004 to MR Manufactured Home Park for Council consideration.
- Should the Council approve the requested Rezone, the Hearing Examiner in that event would also approve a Conditional Use Permit for the proposed 24.84-acre Euclid Meadows Manufactured Home Park.

Council requested clarification of the record as follows *(transcribed verbatim)*:

Rodriguez – Councilmember Rodriguez

Mendoza – Okay.

Rodriguez – I mean just on the manufactured home park, what exactly, there are several types, what would it be.

Mendoza – Okay I will.

Palacios – It's in the packet.

Rodriguez – In the big one.

Palacios – Yes, in the big packet.

Arteaga – What is your question, what specific.

Rodriguez – The specific question, I mean, are the lots being sold or is it just they are going to be selling the new manufactured homes and renting the lots.

Arteaga – The lots will be owned by the developer. They'll be rented to folks that will bring in a home and the developer I believe will also sell the homes to the people that will be renting from him. The difference like in this one cause I'm sure your picturing other courts, is the difference on this one the development will be similar to a the one that you just approved on Grandridge. Streets will be the wider streets, the 40 foot street, curb, gutter, sidewalks, lights. It will be the same infrastructure as a residential area. This project will also include some improvements to North Euclid which will be widening half a road, adding curb, gutter and sidewalk to the east side of it, adding some street lights to it so the development will be similar to a residential development other than the lots will be smaller.

Mendoza – Okay any other clarification.

Diaz – Madam Mayor.

Mendoza – Okay Councilmember Ozuna. Okay we'll go with Councilmember Diaz.

Diaz – So we can discuss some content of the proposal because that's (inaudible)?

Everett – I'm sorry Councilmember Ozuna, I can't hear what you said.

Mendoza – It's Councilmember Diaz.

Diaz – Can we actually discuss the proposal, the content of the whole package?

Mendoza – It's clarification.

Diaz – Or clarification.

Mendoza – You can request clarification.

Diaz – Well, I guess I would ask especially for all the Councilmembers here is that one of the recommendations that was made by the Yakima Valley Conference of Governments was to deny the application and they stated very clearly why and also the State, Washington State Department of Transportation had some concerns on the Exit of 180, Exit 73 the traffic flow was one and the high traffic movements.

Palacios – You need to request clarification of the Hearing Examiner's.

Diaz – So not discussion.

Palacios – Well if you, if you have questions about what the Hearing Examiner proposed. That's where you need to request clarification from.

Diaz – Oh.

Mendoza – Okay Councilmember Ozuna.

Diaz – So I guess my other question would be, the Grandview Comprehension Plan for planning is that, because I see that it goes against some of the information that's in the packet regarding that.

Palacios – But the Hearing Examiner ruled that it didn't.

Diaz – Excuse me.

Palacios – The Hearing Examiner ruled that it did not.

Diaz – Exist.

Palacios – That it didn't go against the Comprehensive Plan.

Diaz – But some of the staff findings in that report speak (inaudible).

Souders – But we can only talk to this part of it. What's in our.

Diaz – Yes, I saw the rebuttal from one to the other.

Palacios – So the Hearing Examiner is recommending approval. So he heard the staff report recommended denial.

Diaz – So that was considered.

Palacios – Correct. That was taken into consideration and he, then his his findings.

Diaz – I saw, I saw the rebuttal that they gave and so forth. I read that.

Palacios – Correct.

Diaz – The questions were answered.

Arteaga – So what.

Mendoza – So Councilmember Ozuna.

Ozuna – What are our, what's our options. I mean approve, to delay or do we not approve. Is that kind of the options?

Plant – So the Hearing Examiner's report is contained at pages 17 through 45.

Ozuna – Right.

Plant – I mean just sort of procedurally speaking. His report is 17 through 45 of the packet.

Ozuna – Yeah, I read it, I mean I read it.

Plant – And the packet, this packet were talking about, this is the material that the Hearing Examiner had before him in addition to the testimony and upon which he based his recommendation. So the approval the, this is his recommendation to Council. So the Council's option is to accept the Hearing Examiner's recommendation, to reject the Hearing Examiner's recommendation or to approve it with modifications or conditions.

Everett – Can you, I'm sorry, I'm sorry, can you repeat that. You faded out.

Plant – Or to approve it with modifications or conditions.

Everett – Pardon me.

Plant – Or to approve it with modifications or conditions.

Arteaga – There are, number seven, page 15.

Everett – Can we table it for modifications and improvements.

Mendoza – So the question is can it be tabled for improvements or modifications. So tonight the recommendation is to approve the public, the recommended or to modify, if that's a, so at this, you know, at this time, we are discussing and you can ask for clarifications of what's presented before you and so we would have to make that determination tonight. So at this point, um, we are allowing discussion, you know, between City Council.

Arteaga – To clarify so that we don't get confusing. I think that there has been, you were referring to information that was there, but that was during that hearing. At this event, we have the Hearing Examiner made his recommendation which is included in the packet and based on his recommendation that's what we need to take action on and on page 15, number 7, you have three choices.

Mendoza – Of the record. If clarification of the record is authorized. Do we have anyone that would like to request further clarification that's joining us through Zoom? You must address the Council, begin by stating your name and address for the record, speak slowly and clearly, you will be allowed to only provide the clarification of the record as authorized. No testimony will be allowed. Okay so moving on. Now that we have reviewed the record concerning this issue, this subject is open for discussion and the Council may approve or recommend. These are the options, approve or, you know, the Hearing Examiner, approve with conditions or modify, with or without the applicant's concurrence, provided that the modifications do no enlarge the area or scope of the project, increase the density or proposed building size, significantly increase adverse environmental impacts as determined by the responsible official, deny re-application or re-submittal is permitted, deny with prejudice re-application or re-submittal is not allowed for one yea), remand for further proceedings and/or evidentiary hearing in accordance with Section 14.09.070, so.

Plant – Just, I mean, just for clarification, a denial would mean that the property would remain zoned as it is currently zoned.

Mendoza – So, I will.

Moore – Madam Mayor.

Mendoza – Uh-huh.

Moore – I would move for approval as recommended.

Mendoza – Okay so we have a motion on the floor to move to approve as recommended by the Hearing Examiner. Okay so I will open it up. It sounds like there is a.

Everett – Madam.

Mendoza – Uh-huh. Councilmember Everett.

Everett – Yes, I would move, um, to deny cause it sounds like the motion to approve died for lack of a second. I would move to deny the application and I'm doing so based on the recommendation of staff and particularly on page 193 quote to break it all down to its simplest terms, this development as proposed is too many units of this specific type and intensity of housing. I think it's, we should not be going that intense that large of a number of houses of this kind. That's why I made the motion. I believe that they they can reapply, am I correct Madam, Mr. Attorney.

Plant – Yes, I don't know if there's any reason they couldn't reapply.

Rodriguez – Councilmember Rodriguez seconds.

Mendoza – Okay so we have a motion and a second to deny the application as presented by the Hearing Examiner and I will a, you know, ask um if there is any further discussion and if all Councilmembers would like to address this. Okay.

Souders – I will.

Mendoza – Okay Councilmember Souders.

Souders – If I was, if I have to vote tonight, I would a vote for what was just accept, what's on the floor right now, the denial, giving them an opportunity. I believe it's to many, to many houses on the property or the amount of property and to keep the area, you know, in a nice, good neighborhood like feeling and I felt like, I felt like it was to many buildings on to small of property.

Mendoza – Okay.

Souders – And how many people could be living in these (inaudible) houses. That's my opinion, that's my thought, so if I have to vote for the motion that's on the floor, I would approve denying it and giving them an opportunity to redo it.

Palacios – The applicant is requesting to speak.

Mendoza – Okay we have Brad Beauchamp that's requesting to speak.

Plant – No, the record has to be confined to what was before the Hearing Examiner. We can't accept new testimony by staff, by the Hearing Examiner or by the applicant.

Mendoza – Okay so further discussion.

Everett – Madam Mayor, I'm confused.

Mendoza – Okay.

Everett – I thought we started voting. Was I wrong.

Mendoza – Yeah, we have a motion and a second and I opened it up for discussion on the motion.

Brad Beauchamp – Madam Mayor was there a point a clarification that could be made. There is a gross error happening in this conversation.

Palacios – That's Mr. Beauchamp.

Plant – No, there's, sorry, we can't take new evidence on the record at this point.

Brad Beauchamp – The record, the record needs to be explained though. It's being misquoted and it's there in front of you, but it's not being understood.

Everett – Point of order. I thought we had the opportunity for a hearing. We've gotten through the discussion of the hearing. I think people had an opportunity to speak and we were discussing it and then we put a motion on the floor and we were voting on it. I think anything else is out of order.

Mendoza – Okay so we have a motion and a second and is there any further discussion by Councilmembers. Okay I will go around and do um a roll call vote and I will start with Councilmember Everett.

On motion by Councilmember Everett, second by Councilmember Rodriguez, Council denied the Hearing Examiner's Recommendation RZ#2021-01 to approve the requested Rezone from R-1 Low Density Residential and R-3 High Density Residential to MR Manufactured Home Park for Parcel Nos. 230914-32001 and 230914-32004 located north of Grant Court and east of North Euclid Road, Grandview, WA, as presented with permission to resubmit.

Roll Call Vote:

- Councilmember Everett – Yes
- Councilmember Diaz – Yes
- Councilmember Moore – No
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Public Hearing – 2021-2026 Six-Year Transportation Improvement Program Amendment

Mayor Mendoza opened the public hearing to receive comments on an amendment to the 2021-2026 Six-Year Transportation Improvement Program by reading the public hearing procedure.

City Administrator Arteaga explained that the amendment to the 2021-2026 Six-Year Transportation Improvement Program was to procure right-of-way to accommodate new roadway design for the Old Inland Empire Highway Improvements from Grandridge Avenue to Elm Street.

No comments were received during the public hearing or by mail and the hearing was closed.

C. Resolution No. 2021-14 amending the 2021-2026 Six-Year Transportation Improvement Program to procure right-of-way to accommodate new roadway design for the Old Inland Empire Highway Improvements from Grandridge Avenue to Elm Street

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2021-14 amending the 2021-2026 Six-Year Transportation Improvement Program to procure right-of-way to accommodate new roadway design for the Old Inland Empire Highway Improvements from Grandridge Avenue to Elm Street.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Ordinance No. 2021-04 amending the 2021 Annual Budget

This item was previously discussed at the March 23, 2021 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Diaz, Council approved Ordinance No. 2021-04 amending the 2021 Annual Budget.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

E. Resolution No. 2021-15 approving Task Order No. 2021-05 with HLA Engineering and Land Surveying, Inc., for the Elm Street Resurfacing

This item was previously discussed at the March 23, 2021 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Rodriguez, Council approved Resolution No. 2021-15 approving Task Order No. 2021-05 with HLA Engineering and Land Surveying, Inc., for the Elm Street Resurfacing.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

F. Resolution No. 2021-16 approving the final plat of Grandridge Estates – Phase 4 located on Grandridge Road

This item was previously discussed at the April 13, 2021 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution approving the final plat of Grandridge Estates – Phase 4 located on Grandridge Road to the April 13, 2021 regular Council meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. UNFINISHED AND NEW BUSINESS – None

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None

9. MAYOR & COUNCILMEMBER REPORTS

Stassen Way Landscaping (Dykstra Park) – Councilmember Souders commended the Public Works Department for the Dykstra Park landscaping along Stassen Way.

Economic Development Planning – Mayor Mendoza addressed Councilmember Everett's March 31, 2021 letter regarding the March 30, 2021 special Council meeting regarding Economic Development Planning, a copy of the following documents are attached hereto and incorporated herein as part of these minutes:

- March 31, 2021 Letter from Michael L. Everett, Attorney at Law

- April 13, 2021 Comments Regarding Councilmember Everett's Letter from Mayor Gloria Mendoza
- April 12, 2021 Memorandum from City Administrator Cus Arteaga regarding Economic Development Questions.
- April 7, 2021 Letter from Ricky C. Kimbrough, PLLC, regarding Matters of Concern

Discussion took place.

Councilmember Souders and Everett excused themselves from the meeting.

On motion by Councilmember Moore, second by Councilmember Diaz, Council cancelled the April 20th special Council meeting regarding Economic Development Planning and further discuss a new special meeting date at the first Council meeting in May 2021.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes

10. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, the Council meeting adjourned at 8:45 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk



The Law Offices of

Michael L. Everett

March 31, 2021

City of Grandview
207 W. 2nd St.
Grandview, WA 98930

MAYOR MENDOZA:

I am writing because I am very disappointed at last night's meeting.

Apparently, I was not clear enough in what I had asked and expected of the meeting.

While almost everything that the Council does touches on "economic development, that is not specifically what I was hoping for. As I have previously said, it is unclear to me whether we have any goals for the City or if we are just hoping that someone drops by and does something nice. I have no idea what you or the Council hope to achieve. This in my opinion results in unattractive and unappealing City not developing in any coherent way, and not likely to result in much.

It was my hope that the Council can come together and establish a vision and goals for the City. Obviously, if this happens it will include some "economic development", but of what kind I don't know since I have no idea of where the City wants to go.

Perhaps, you want the Council to simply be "cheer leaders". However, I have no idea what I am supposed to cheer for.

I hope that at the next meeting or meetings we focus on establishing goals and priorities. I hope that you can help provide that leadership.

Thank you,

MICHAEL L. EVERETT
Attorney at Law

Comments regarding Councilmember Everett's Letter

April 13, 2021

I will be addressing Councilmember Everett's request for me to provide leadership. Councilman Everett may leave the meeting before I finish reading this letter because he has done that in the past. Irriardless we need to adress some of the issues councilmember Everett raised.

One should first learn to follow to be a great leader. I am here to serve the people of Grandview and to improve the quality of life of the people of Grandview. Leading a city is a team effort. We will make decisions as a team. I would not have stepped up if I did not know I was capable of leading Grandview to the next level and the hard work ahead of us. I served as councilmember; I knew the challenges we faced as a team.

Each of us, individually, might have the talent but talent must be matched with teamwork in order to win. We must work as a team; we must get prepared and well organized. A great leader faces challenges and is honest with his team. There is work to be done. We've been running in opposite directions, some councilmembers have been developing their own game plans criticizing other team members while others are not speaking up. This has to stop and we need to pull together as a team.

We cannot allow distractions and councilmembers need to treat staff, department heads and others making presentations at our meetings with respect. We have a responsibility to protect and defend this city and its employees.

I approach every lead position in the same manner and the process has never let me down. It is an amazingly simple but highly effective approach. It involves working alongside and getting to know people, in key positions, employees, systems, day to day practices. It also involves face to face relationships, talking, playing, laughing, and enjoying people who live, work, and visit us. It involves listening, strategizing, and trusting. It also involves dealing with the challenges of the role with the same ease as the fun tasks of my role. This approach leads me to areas that need attention, like today. I promise you, the city of Grandview will continue to thrive and grow.

Brief Statement of my approach and work as Mayor

I have met with businesses, citizens, organizations such as Rotary, Chamber of Commerce, School Superintendent, Administrators and staff and other city leaders and most Councilmembers who honored my invitation to meet personally. For those councilmembers who have yet to accept my invitation to meet face to face to discuss, the city you represent, my invitation still stands. I have also met and talk to people who live and come to work here. This task will continue to be a priority for as long as I serve as Mayor.

First year as Mayor:

- Assessed the needs of the city and the people who live and work here
- Assessed strengths and weaknesses of City Departments
- Assessed strength and weaknesses of Department Heads

It is my assessment that we have great Departments and Department Heads that are ready, willing, and very capable to take this city to the next level. I have confidence that our Department Heads under the direction of our highly experience City Administrator, have what it takes to lead their staff to the growth and development of our City.

Now/Second year as Mayor:

- Assessed City Council strengths and weaknesses
- Team building and design a growth and development action plan

After two years of council meetings as Mayor and four years as Councilmember.

- It is my respectful and sincere assessment that, here, on the City Council is where the team needs to be strengthened.

Which brings me to address Councilmember Everett's letter. I will read the letter.

1. Councilmember Everett states that he was not clear enough on what he asked and expected

- Councilmember Everett was clear. He requested an in-person meeting with no agenda to allow free discussion. He requested that our staff provide pens and paper to hang on the wall which were provided. But he didn't show. Instead, he attended by Zoom and flaunted the mascot of his favorite team and was watching the game during the meeting.
- Councilmember Everett is now blaming the people who were at the meeting. This is the constant disrespect displayed all too often to staff and all who do show up to do the work.
- I recommended that we have the retreat in the month of May at the community center. To assure we could meet in person, with a facilitator to allow the facilitator to write our ideas and to provide a statement of work.
- Councilman Everett is complaining about a meeting he motioned for and planned.

2. Second paragraph, Everett claims he does not know of any goals that the City has and no idea what Council hopes to achieve.

When I became the Mayor in the first year, I shared my visions for the City with the Councilmembers, which are as follows:

I asked the City Administrator if he knew City Councils current goals. Here is what he provided.

- I was going to first reach out to our Community Members so they could share what they, the taxpayers, wanted.

After these community visits, I reported in previous City Council meetings, that the top requests of the community members, businesses, and leaders to be the following.

- Put Grandview on the Map
- Additional Housing
- More Restaurants
- Hotels
- The information I gathered was that they want year-round jobs. Which most of the industries and the new commercial businesses are providing; so, this goal is being met.
- They wanted better housing. With all the new development in place now, this goal is being met.
- They wanted safe neighborhoods and, as you know, we are in the top ten in Washington as one of the safest Cities, so this goal is being met.
- They wanted a clean and attractive City. Because of our top-of-the-line graffiti program, our attractive City entrances and our beautiful downtown, this goal is being met.
- They wanted Grandview on the map with social media marketing, open microphone with the Mayor on the radio and social media, new web page design, this goal is being met.

I will stop here but there are many more examples of how good we are doing in Grandview, which I can share at future meetings.

These goals are being met and are on-going initiatives.

Just because Councilmember Everett does not agree with the approach and the goals and as he states does not know where the city is going, does not mean the city is not moving forward. The CITY IS ON THE MOVE AND GROWING, in the words of your web page design team.

3. His opinion is an unattractive and unappealing city.

Clearly this is only his opinion. An opinion that I and thousands of the citizens, that we all represent most certainly not share or agree with. This was probably the most disturbing comment of all because it shows the length Councilmember is willing to go in his offenses.

4. Third paragraph Councilmember Everett states that he does not know where the City is going.

The information above is noticeably clear as to where we are going.

5. Councilmember Everett wants Council to be cheerleaders, but he has no idea what he is to cheer about.

- Everywhere I go, I get complimented on what Grandview has, what Grandview is doing and how good our staff is to work with. Look around and if you truly cannot see all the success that we are having, then you need to truly ask yourself “what am I missing”!
- After reading Councilmember Everett’s opinions of our City and team it explains a lot about his negative behavior towards staff, city, and partners. As Mayor I am genuinely concerned about Councilmember Everett representing the City of Grandview in Economic Development or any other City initiative.

In the 6 years I have sat next to Councilmember Everett here in the Council chambers I have witnessed Councilmember Everett do the opposite of a cheerleader for our team.

6. Councilmember Everett hopes I can provide leadership.

- This request will be met because I will no longer allow one Councilmember to try to over-run my meetings. We will follow established policies and procedures and we will support the wishes of the majority of the Councilmembers.

Economic Development is a hard subject and to be successful we must work together. We must be flexible and open minded but, the most import thing is: Are we doing what our citizens want? How many of the Councilmembers have truly spent the amount of time that I have in this last year meeting with Grandview’s citizens? How many of the Councilmembers have met with our School Superintendent to understand what they need as we continue to grow? How many of the Councilmembers have met with the local commercial businesses to understand what they want?

I have done this, so I do know where we need to go and I need your help, as the Governing Board, to help me take this great community of ours, to the next level. We will accomplish this by having professional and organized meetings, by being supportive of one another, and by supporting our amazing staff.

Now I would like to go around the table and ask all Councilmembers if you think Grandview is an unattractive and unappealing city? I would like o know where each councilmember stands.

GRANDVIEW IS ON THE MOVE AND GROWING!



Memorandum

To: Mayor

From: Cus Arteaga, City Administrator/Public Works Director

Date: April 12, 2021

Re: Economic Development Questions

Please consider this as a follow up to your question regarding Councilman's Mike Everett comment that "staff does not know what Council's Goals are.

I will break my answer into three different categories:

NEW BUSINESSES:

- Top priority is a hotel. We have been working on this for at least the last three years. We have a location selected, a developer to work with, a hotel chain to work with and we completed the feasibility study.
- Second priority is a drug store (a Walgreens).
- Third priority is a sit-down restaurant. Such as a McDonalds, Denny's and/or a Black Angus.

AMENITIES:

- An aquatic center. This has been on the books for a very long time, and we have taken it to the voters without success.
- A promoter for the Amphitheater to promote concerts.
- A golf Course. The WWTP was identified as a possible location.

CITY SERVICES:

- Safe City. To see lower crime rates and more interaction between the Officers and the Public.

- Clean City. To increase Code Enforcement throughout the city and cleanup the City entrances.
- Continue to improve residential neighborhoods.

NEW ADDITIONS:

- Electric charging systems (a grant application was submitted to PP&L on March 31, 2021 for nine locations).
- Further Improvements of the downtown building

RICKEY C. KIMBROUGH, PLLC

a professional legal services limited liability company

April 7, 2021

RECEIVED

APR - 8 2020

CITY OF GRANDVIEW

✓ The Honorable Gloria Mendoza
Mayor of the City of Grandview
109 W. 2nd Street
Grandview, WA 98930

The Honorable Michael L. Everett
Councilperson
802 W. 2nd Street
Grandview, WA 98930

The Honorable Bill Moore
Councilperson
207 W. 2nd Street
Grandview, WA 98930

The Honorable Joan Souders
Councilperson
207 W. 2nd Street
Grandview, WA 98930

The Honorable Javier Rodriguez
Councilperson
207 W. 2nd Street
Grandview, WA 98930

The Honorable Robert Ozuna
Councilperson
207 W. 2nd Street
Grandview, WA 98930

The Honorable David Diaz
Councilperson
207 W. 2nd Street
Grandview, WA 98930

The Honorable Diana Jennings
Councilperson
207 W. 2nd Street
Grandview, WA 98930

RE: Matters of Concern

Dear Mayor Mendoza and Council Members:

Let me begin by saying that I am not a resident of Grandview, as I live just outside the City Limits. I do, however, own real property within the City Limits of Grandview, and I have practiced law here for the past 47 years. So, while I am not eligible to vote for any of you, I do feel a responsibility to chime in with my two cents worth on matters of community importance. Take it for what it's worth.

I am aware of Councilman Everett's recent motion that this council to meet March 30, 2021, for the purpose of planning for economic development, parenthetically labeled "Renewal of Grandview." More specific to Councilman Everett's effort was his statement that:

But what is our job? It is to provide direction so that the Staff knows what we want for Grandview. Currently I don't know what that direction or goals for Grandview (are) and I think that if we asked the Staff they could not articulate what the direction is.

The Honorable Gloria Mendoza
April 7, 2021
Page 2

I couldn't agree more! Yogi Bera once said, "If you don't care where you are going, you're not lost." Without intention to be offensive, my view is that our city leadership hasn't much cared where it was going for the past five or six decades. Consequently, our growth and development has been haphazard and inconsistent. We routinely talk of "economic development" as if those two words were some kind of golden ring that once grasped would render life in Grandview better, more prosperous, and more comfortable for everyone. In fact, that term, "economic development" is largely meaningless. Let's talk about our collective vision for what we would like to see Grandview become.

While I certainly acknowledge that municipal leadership roles have long gone unappreciated. The tedious and unglamorous work of attending regular meetings, providing municipal services, and keeping the bills paid, while absolutely essential to our quality of life, has not earned the kind of appreciation it should have over the years. But leadership demands more than simply keeping the bills paid and renewing routine contracts. It is often a challenge for those in positions of municipal leadership to remain relevant, persistent, and creatively progressive while taking care of the tedious day-to-day chores. We currently have a city council of well qualified, articulate, leaders who are more than capable of performing the routine and articulating a vision for this community. Now, more than any other time in our history, is the opportunity for City leadership to step up, be bold, adopt new ideas, take new actions, make new ways, to improve the quality of life for Grandview residents, and above all chart a course for what we hope to be like in five years; ten years and twenty years. But it all has to start with a vision. Remember, "if you don't care where you are going, you're not lost."

It seems to me essential to any kind of planning, to recognize where and what we are as a community now. Grandview has historically been primarily a residential community with a strong agricultural association. Sixty years ago, we were a small town of around 3,000 residents. The town was a "whole community," in the sense that we had local groceries, drug stores (two with soda fountains), a custom meat market, men's and women's clothing stores, hardware stores, public schools, churches, a smattering of professional offices, restaurants, and a local movie theater. Most residents could obtain the things they needed or wanted here locally. *Circa* 1974, that all changed with the completion of the I-82. With the interstate, travel to Yakima and the Tri-Cities became much easier, and the shopping in those larger cities much more appealing. Local retail struggled and the downtown core began to be neglected and dry up. Private ownership investment in improving downtown structures was minimal.

With the advent of the internet and on-line shopping, the fate of local retail was pretty much sealed. With the minor exception of boutique retail stores, there has been little growth in local retail for several decades. In my view, this is not going to change. The downtown area of Grandview has, for the most part, become dilapidated and obsolete, and is relegated pretty much to local professional offices, hair salons, barber shops, restaurants, bars, and a few small retail stores.

What has flourished over the past several decades is Grandview as a residential community. We have profited from good schools, a relatively quiet and safe environment, with easy access to the interstate. Housing needs in Grandview have continued to grow along with our population. This is a trend that, in my opinion is likely to continue even though Grandview has a very low public profile.

Here are a few things that I think could be viable visions for Grandview:

1. **Business growth.** Most all communities want to see businesses grow and prosper. More and prosperous businesses mean more jobs, more tax revenue for the City, and a better standard of living. The Grandview Port has made some real progress in attracting new businesses. To better attract and facilitate business growth within the City, we need to make the City's infrastructure more appealing to new businesses. I believe that means taking on the task of improving our infrastructure, including the expanding of water, sewer and streets. There are areas on the outskirts of the City, both East and West, that are ripe for commercial use, but are not served by city utilities. Charging all of those costs of extending those utilities to the developer or end commercial user, creates a substantial impediment to the sale and development of those properties. As an example, Grandview has had two I-82 freeway interchanges in place now for 45 years, yet we have yet to see much of the adjoining interchange properties developed at all; no restaurants, no fuel stations, no convenience stores, no rest areas. I believe the primary reason for that is that there are no available utilities to these properties, and the cost of extending them is prohibitive to businesses.

Infrastructure includes more than just roads and utilities. It also includes good reliable internet access. For most of us, including professional offices, the internet access we have available here is poor. I recommend that improving the infrastructure be a top priority vision for Grandview.

Infrastructure, I think should be expanded to include available labor to fill jobs. The Grandview area has a substantial pool of unskilled labor, but the pool of skilled labor, or semi-skilled labor is shallow. Have you tried to find a local plumber lately? A skilled carpenter? Painter? Tractor mechanic? Grandview made a great stride forward when Yakima Valley College located a campus here.

What appears to have been neglected is vocational training for mechanics, carpenters, and yes, plumbers, and also legal assistants (Remember Trend College), medical assistants, medical office administrators, computer technicians, and heavy equipment operators. Particularly as residential construction now appears to be taking off, applicable skilled and semi-skilled labor will be in high demand. It very well might serve our community needs and benefit local residents to pursue expanded vocational education right here in Grandview, whether in partnership with Yakima Valley College, or other vocational training entities.

Most major motor vehicle companies appear to have made the commitment to produce only electric powered vehicles within the next 10 to 20 years. Those vehicles have to charge their batteries somewhere. Fast Charging stations are now springing up in the more populated areas, but I have been unable to find one between Yakima and the TriCities. According to a Washington State website, there are supposed to be three in Prosser, although I don't know that any actually exist there. An electric vehicle fast charging station seems like it would be ideally located by one of our freeway interchanges, and due to the amount of time necessary to such recharging, even at the fast charging stations, ancillary business opportunities such as fast food, coffee and the like would be a natural at those locations. Pursuit of a fast EV charging stations would appear to be a good goal.

Also within my notion of infrastructure is the idea of Grandview's public image. It's not that we have a bad public image as much as it doesn't appear to me that we have much of a public image at all. When you travel between Yakima and TriCities how many highway signs do you see that tell you how many miles to Grandview? I'll wager there is not more than one, if that many. Prosser and Sunnyside are well posted; but Grandview seems to be completely neglected. Where are Grandview's accomplishments publicized? Grandview recently approved a major residential development on Grandridge Road. I have never seen a news release or media article about that, at all. Several new businesses have located in the port area and yet, those too don't seem to garner any attention. Perhaps we should consider having our own Public Relations person or department, to update and expand news on the City's Website, and to promote our accomplishments with other media outlets.

Finally, I think it would be a good vision to renew the downtown core. From personal experience, I am aware that this is extremely challenging. The downtown core is mostly 100 year old buildings with inadequate electrical wiring, plumbing, heating, ventilation, and certainly restricted parking. Most property owners in the downtown core are reluctant to invest money in fixing or

improving their buildings because they generate little or no revenue. Several of these buildings have had no maintenance during my life time here of over 70 years. What modifications have been done to most of them have been McGivered and superficial. The challenge here will be to convince the owners of these properties to spend money remodeling and updating their businesses, when the buildings are rented at low rates, or stand vacant and produce no income at all. How long has the old Johnson's Pharmacy Building (corner of 2nd and Division) stood empty. As a historical side note, I do know that building was inhabited by squatters for several years who lived in the basement of the building, unknown to most everyone. It might be worth pursuing for the City to establish communications with these business owners, offering some incentives to either update and remodel their buildings to improve appearances and functionality, or in the alternative, sell their buildings to the City. Old unused buildings could be torn down and at the very least made into parking lots, or create space for new construction that might be more in demand, including senior citizen housing (close to stores and other services). I am sure that minds less fossilized than mine could think of a number of creative uses for downtown space. What is apparent is that what is there isn't working, and, in several respects is an eye sore. If we want better, we've got to do better. In this case, that may involve spending some real money to rehabilitate the downtown.

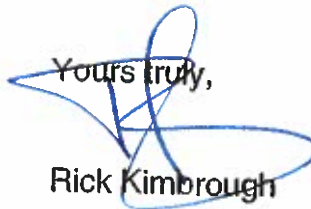
2. Residential Growth. As indicated above, Grandview has now had a very steady population and housing growth. Last year, housing needs studies conducted by a number of entities, indicated that Grandview needed 650 to 750 new houses to accommodate need. Facilitating property development for housing should be another top priority vision for Grandview. I would urge that for future development, a closer look at proposed development of residential areas be considered. Perhaps it is simply an economic reality, but one of our biggest assets is available property, so why are we permitting development of 8,000 to 10,000 square foot lots laid out on straight streets, with no green spaces, when more spacious yards, curved streets and intermittent green spaces would be more appealing. While I believe that Grandview has been very hospitable to housing development, perhaps more consideration should be given to aesthetic requirements for future developments.

Along the lines of residential growth, consideration should also be given to improving quality of life items for our residents. Youth activities and facilities, a new swimming pool complex, softball/soccer fields, or even a YMCA type complex. These are the kinds of things that people looking to relocate will look at in making a decision whether to relocate here or somewhere else. Call it curb appeal or quality of life accoutrements, these things make a difference.

The Honorable Gloria Mendoza
April 7, 2021
Page 6

I am sure each of you have other ideas of visions for this community. Perhaps we would all benefit from a community vision board, widely accessible, to accumulate as many vision ideas as possible to sift through, evaluate and prioritize. Once we've done that, we can move on to establishing the action steps necessary to accomplish make those visions reality and ultimately see some real progress. But first, we've got to know where we are going.

Although I was disappointed to hear that Councilman Everett's proposed council meeting to discuss visions for the city did not progress well, I believe that is one of the most important things this body could devote its time to. Progress is never easy; it takes planning and effort. But failing to have goals; failing to plan; failing to take action is simply not an alternative. As the chosen leaders of this community, it rests upon your shoulders to give voice to the vision of how this community will be going forward. Hard, maybe, but certainly worth the effort. Taking this bull by the horns, developing a cohesive, progressive, ambitious vision for our town, that would be the real leadership this city has not had for many many years.

Yours truly,

Rick Kimbrough

RCK/ng

RESOLUTION NO. 2021-17

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AMENDMENT #1 TO THE PROFESSIONAL
SERVICE AGREEMENT WITH THE YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS FOR THE SHORELINE MASTER PROGRAM PLAN UPDATE**

WHEREAS, the City of Grandview entered into a Professional Service Agreement with the Yakima Valley Conference of Governments to update the Shoreline Master Program Plan on February 25, 2020; and

WHEREAS, the City wishes to amend the Agreement to change the wording and dollar amount in Task 4;

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

The Mayor is hereby authorized to sign Amendment #1 to the Professional Service Agreement with the Yakima Valley Conference of Governments in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on April 27, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF Grandview
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #1

THIS AMENDMENT, TO THE January 1 , 2020 Professional Services Agreement for the Town/City of **Grandview's Shoreline Master Plan Update** entered into this 2nd day of March, 2020 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by Christina Wickenhagen, Executive Director, hereunto duly authorized, and the City/Town of Grandview a municipal corporation located within Yakima County, State of Washington (hereinafter called the "City/Town"), acting herein by Mayor Gloria Mendoza, hereunto duly authorized;

WITNESSETH THAT;

WHEREAS, on January 1, 2020, the City/Town contracted with the Conference for certain professional planning services; and,

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

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

Change in Scope of Work Task 4:

The amount of the original contract will not be increased.

The change in the Scope of Work for Task 4 is modified to combine tasks and estimated costs.

All other provisions of said contract remain unchanged.

YAKIMA VALLEY CONFERENCE
OF GOVERNMENTS

CITY/TOWN OF GRANDVIEW
YAKIMA COUNTY

Christina Wickenhagen, Executive Director

Mayor

ATTEST: _____
Secretary

ATTEST: _____

Date: _____

Date: _____

**Shoreline Master Program Periodic Update -
YVCOG Scope of Work and Estimate for Services for the City of Grandview
Amendment #1**

	Tasks	Estimated Cost
TASK 1		
<i>Project Oversight: Coordination, Management and Administration</i>	1. Coordinate with Washington State Department of Ecology throughout the SMP review process	\$656
	2. Coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes throughout the SMP review process	\$656
	3. Conduct project management activities including compliance with state statues and rules, project schedule, adhere to scope of work, timelines and due dates.	\$328
	4. Submit quarterly progress reports and close out report	\$328
	<i>Subtotal Hours and Cost</i>	\$1,968
TASK 3		
<i>Public Participation Plan</i>	1. Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090.	\$410
	2. Conduct public participation activities	\$656
	<i>Subtotal Hours and Cost</i>	\$1,066
TASK 4		
<i>Review Shoreline Master Program and Draft Revisions</i>	1. Review amendments to Chapter 90.58 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance.	\$3,040
	2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them.	\$492
	3. Document the consistency analysis to support proposed changes to the Shoreline Master Program of Finding of Adequacy	\$410
	4. Conduct additional analysis deemed necessary to address local circumstances, new information or improved data	\$820
	5. Draft revised SMP goals, policies and regulations or prepare findings of adequacy.	\$728
	<i>Subtotal Hours and Cost</i>	\$5,490

	Tasks	Estimated Cost
TASK 5		
<i>Draft final SMP or Finding of Adequacy</i>	1. Provide draft SMP to city staff for review, and revise as needed.	\$428
	2. Prepare SEPA review and conduct process	\$328
	3. Conduct public review process	\$328
	4. Present draft SMP to Planning Commission.	\$246
	5. Revise as needed to reflect staff/Planning Commission comments.	\$164
	6. Present draft SMP to City Council.	\$328
	7. Assemble complete SMP final draft amendment or Finding of Adequacy as approved by City.	\$328
	<i>Subtotal Hours and Cost</i>	<i>\$2,150</i>
	TOTAL Contract	\$10,674

NOTES:

1. City Periodic Update Shoreline Master Program due June 30, 2021 (RCW 90.58.080(4)(b)(iii))
2. Time estimates assume interaction with staff to gather data and review draft materials. Timely completion of tasks is dependent upon timely provision of requested information and review of materials by city staff.
3. Timelines for completion of these tasks will be dependent upon availability of city staff for responses and Planning Commission/City Council schedules.

RESOLUTION NO. 2021-18

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF GRANDVIEW AND YAKIMA COUNTY DEVELOPMENT ASSOCIATION FOR
THE PASS THROUGH AND USE OF THE WASHINGTON STATE DEPARTMENT OF
COMMERCE CORONAVIRUS RELIEF FUNDS**

WHEREAS, on August 25, 2020, the City entered into an agreement with YCDA for the pass through and use of the Washington State Department of Commerce Coronavirus Relief Funds as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency;

WHEREAS, on September 14, 2020, the City received an additional award of the federal Coronavirus Relief Funds in the amount of \$168,000 from the Washington State Department of Commerce Coronavirus Relief Funds;

WHEREAS, YCDA agreed to administer the additional funding as a grant program for small businesses, the same as that outlined in the August 25, 2020 Agreement under the terms and conditions herein;

WHEREAS, the City wishes to amend its Agreement with YCDA to engage YCDA to assist the City in utilizing the additional Coronavirus Relief Funds;

WHEREAS, the approval of said amendment is in the best interest of the citizens of the City of Grandview,

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

The Mayor is hereby authorized to sign the Amendment to the Agreement between the City of Grandview and Yakima County Development Association for the pass through and use of the Washington State Department of Commerce Coronavirus Relief Funds 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 27, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AMENDMENT TO THE AGREEMENT

BETWEEN THE CITY OF GRANDVIEW AND YAKIMA COUNTY DEVELOPMENT ASSOCIATION FOR THE PASS THROUGH AND USE OF THE WASHINGTON STATE DEPARTMENT OF COMMERCE CORONAVIRUS RELIEF FUND

THIS AMENDMENT is entered into this 7 day of April, 2021, by and between the City of Grandview (hereinafter referred to as the "City") and the Yakima County Development Association (hereinafter referred to as "YCDA") and amends the Agreement between the City and YCDA dated August 25, 2020.

WHEREAS, on August 25, 2020, the City entered into an agreement with YCDA for the pass through and use of the Washington State Department of Commerce Coronavirus Relief Funds as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency;

WHEREAS, on September 14, 2020, the City received an additional award of the federal Coronavirus Relief Funds in the amount of \$168,000 from the Washington State Department of Commerce Coronavirus Relief Funds;

WHEREAS, YCDA agreed to administer the additional funding as a grant program for small businesses, the same as that outlined in the August 25, 2020 Agreement under the terms and conditions herein;

WHEREAS, the City wishes to amend its Agreement with YCDA to engage YCDA to assist the City in utilizing the additional Coronavirus Relief Funds;

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, the City and YCDA do hereby agree that the Agreement referred to above is hereby amended as follows:

Section 1: Amendment to the August 25, 2020 Agreement

1. SCOPE OF SERVICE

Activities: YCDA will be responsible for distributing as grants to small businesses the additional funding award of the federal Coronavirus Relief Funds in the amount of \$168,000 allocated to the City in a manner satisfactory to the City and consistent with any standards required by state or federal law, including the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines

Section 2: All other contractual terms remain

Aside from the specific amendments listed in Section 1, all other terms, conditions, requirements, and obligations outlined and agreed to in the Agreement between the City of Grandview and Yakima County Development Association, dated August 25, 2020, remain in full force and effect and are not altered or amended unless specifically set forth herein.

DATED this 7 day April, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF GRANDVIEW

Mayor Gloria Mendoza

YAKIMA COUNTY DEVELOPMENT ASS'N



By: Jonathan Smith, Director

ATTEST:

Anita Palacios, City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. 2021-19

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A MASTER LICENSE AGREEMENT
BETWEEN THE CITY OF GRANDVIEW AND YAKIMA MSA LIMITED PARTNERSHIP,
UNITED STATES CELLULAR OPERATING COMPANY
FOR SMALL CELL WIRELESS FACILITIES**

WHEREAS, the City of Grandview is the owner of certain streetlight poles, utility poles, traffic signal poles and/or property within the right-of-way, which is owned and/or managed by City; and

WHEREAS, Yakima MSA Limited Partnership, United States Cellular Operating Company is duly authorized and licensed by the Federal Communications Commission to provide wireless services within Grandview's territorial boundaries; and

WHEREAS, United States Cellular desires to access the right-of-way to construct new wireless support structures used to support Small Cell Wireless Facilities, and install, own, lease, and/or operate Small Cell Wireless Facilities on or supported by City poles and third-party owned utility and/or streetlight poles within the right-of-way; and

WHEREAS, City and Yakima MSA Limited Partnership, United States Operating Company desire to enter into an agreement to define the general terms and conditions which would govern their relationship with respect to particular locations to install, maintain and operate Small Cell Wireless Facilities;

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

The Mayor is hereby authorized to sign a Master License Agreement with Yakima MSA Limited Partnership, United States Cellular Operating Company for Small Cell Wireless Facilities 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 27, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT ("Agreement") is made as of the date of the last signature below ("Effective Date"), is made by and between the City of Grandview, Washington ("Licensor") and Yakima MSA Limited Partnership, a Delaware limited partnership ("Licensee"), with its principal offices located at 8410 West Bryn, Mawr Avenue, Chicago, Illinois 60631. Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Licensor is the owner, of certain streetlight poles, utility poles, traffic signal poles ("Licensor Poles") and/or property within the right-of-way, which is owned and/or managed by Licensor; and

WHEREAS, Licensee is duly authorized and licensed by the Federal Communications Commission to provide wireless services within Grandview's territorial boundaries; and

WHEREAS, Licensee desires to access the right-of-way to construct Licensee owned or operated new wireless support structures ("Licensee Poles") used to support Small Cell Wireless Facilities, and install, own, lease, and/or operate Small Cell Wireless Facilities on or supported by Licensor's Poles and third-party owned utility and/or streetlight poles within the right-of-way; and

WHEREAS, for the purposes of this agreement, Small Cell Wireless Facilities ("Facilities" or "Facility") is defined as equipment and a communications network which includes all of the following: (a) pole-mounted and ground-mounted equipment associated with wireless service; (b) radio transceivers, Antennas, or coaxial, metallic, or fiber-optic cable located on, in, under, or otherwise adjacent to a Pole; (c) regular and backup power supplies; (e) wireless equipment housed within an associated wireless or slab-mounted equipment cabinet; and

WHEREAS, Licensor and Licensee acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, Licensor and Licensee desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular locations at which Licensor may wish to permit Licensee to install, maintain and operate Facilities as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

THE PARTIES AGREE as follows:

I. Premises

Pursuant to all terms and conditions of this Agreement, Licensor agrees to license to Licensee certain space on or upon the right-of-way and Licensor's Poles (collectively, "Premises") for the installation, operation, modification, maintenance and repair of Licensee Facilities and Poles; together with the non-exclusive right of ingress and egress from the right-of-way, seven (7) days a week, twenty four (24) hours a day for the purpose of installation, operation, maintenance, repair and modification of Licensee's Facilities. In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the specific location agreed upon, Licensor agrees to grant Licensee the right to install such utilities on, over and/or under the Premises for Licensee's Facilities as necessary for Licensee to operate its Facilities, but only from duly authorized provider of such utilities, provided the location of such utilities shall be approved by Licensor.

II. Master License Term

The initial term of this Agreement ("Master Initial Term") shall be for five (5) years commencing upon the Effective Date and shall automatically renew for four (4) additional five (5) year periods (each a "Master Renewal Term") thereafter, unless Licensee notifies Licensor of its intent not to renew at least one hundred and twenty (120) days prior to the end of the then current Master Initial or Renewal Term.

III. Permit Application & Issuance Process

A. Permit Required.

- i. Licensee shall apply for a Small Cell Permit ("Permit") for the installation or placement of each Small Cell Wireless Facility. A Permit is not required for routine maintenance or repairs, emergency access, including like-for-like replacement, but notice may be required as set out in Section XIX.
- ii. It is understood that Licensee may collocate Facilities on existing utility poles, Licensor Poles and/or build new Licensee Poles or replace existing poles for the purpose of collocation of such facilities which would comply

with all encroachment and building permits, applicable Licensor, state and federal specifications, and Laws.

- iii. Licensee may, at Licensee's sole cost, replace existing poles or infrastructure if structural or engineering analysis deem that a pole replacement is necessary to support Licensee's Small Cell Wireless Facilities. Upon installation of the replacement Pole, title to such Pole shall transfer to Licensor as is with no guarantee or warranty, express or implied, without the need for a bill of sale. Licensor shall thereafter be responsible for the maintenance and repair of such replacement Pole, along with the operation of any Licensor equipment attached and any corresponding costs.
- iv. Licensee shall be allowed, at Licensee's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty-five (25) Facilities so long as the collocations each involve substantially the same type of Facilities and substantially the same type of structure. If an application includes multiple Facilities, Licensor may remove Facility collocations from the application and treat separately Facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. Licensor may issue separate permits for each collocation that is approved in a consolidated application.
- v. Licensee shall secure a permit from Licensor to work within rights-of-way for activities that affect traffic patterns or require lane closures.

B. Review of Permit Application.

i. *Complete Application.*

Licensor shall review Licensee's Permit Application for completeness before reviewing the application on its merits.

- a. A complete Permit Application is an application that provides Licensor with all the information listed on the Permit Application (application form is attached as [Exhibit A]) and all information necessary under this Agreement for Licensor to begin to examine the affected Poles.
- b. If Licensee submits an incomplete Permit Application, Licensor shall, within ten (10) business days, inform Licensee of that fact and provide a list of information that still needs to be provided. If the resubmitted Permit Application is still incomplete, Licensor

shall, within five (5) business days, inform Licensee of that fact and provide a list of information that still needs to be provided.

ii. *Issuance of Permit.*

- a. Upon receipt of a complete Permit Application, Licensor will review the Permit Application within forty-five (45) days and either approve or deny a Facility by issuing a Notice of Permit Approval or Denial Form for each Facility, as attached Exhibit B.
- b. During such 45-day period, Licensor will discuss any issues with Licensee, including any unusual engineering or design requirements associated with the Permit Application.
- c. If Licensor denies a Permit, it shall do so in writing and provide an explanation of the reasons the Permit was denied on the Notice of Permit Approval or Denial document, Exhibit B.
- d. Each approved Permit shall have an initial term ("Permit Initial Term") of five (5) years commencing upon date of issuance or approval and shall automatically renew for four (4) additional five (5) year periods thereafter ("Permit Renewal Terms"), unless earlier terminated by Licensor by giving notice of non-renewal prior to the end of the then current Permit Initial or Renewal Term.
- e. Licensee may terminate individual Permits at any time for any reason upon written notice to Licensor. Upon termination of a specific site or location, Licensee shall remove equipment within one hundred and twenty (120) days of termination. Licensee shall have no further obligations or liability with regard to the terminated site, including no obligation for payment of recurring annual fees pertaining to the specific site.

C. Application Requirements.

For each Facility, Licensee shall submit an application to Licensor for permit that includes:

- i. Site specific structural analysis;
- ii. The location where each proposed Facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed Facility would be mounted or location where utility poles or structures would be installed;

- iii. Specifications and drawings for each proposed Facility covered by the application as it is proposed to be installed;
- iv. The equipment type and model numbers for the antennas and all other wireless equipment associated with the Facility;
- v. A proposed schedule for the installation and completion of each Facility covered by the application, if approved; and
- vi. The application fee due.

D. Application Fees.

Application fees are subject to the following requirements:

- i. Licensee shall pay an application fee of Five Hundred Dollars (\$500) for an application to collocate a single Facility on an existing utility pole or wireless support structure.
- ii. Licensee shall pay an application fee of One Thousand Dollars (\$1,000) for each Facility addressed in an application for the installation of a Licensee Pole or wireless support structure.
- iii. Notwithstanding any contrary provision of any applicable Laws, applications pursuant to this Section must be accompanied by the required application fee.

IV. Removal, Relocation & Restoration

A. General Restrictions.

In the event Licensor, in its reasonable discretion deems it necessary to remove, relocate or replace a Licensor Pole due to public health and/or safety. Licensor shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or relocate its Facility. In such event, Licensor shall provide options for alternative locations for Licensee relocation of equipment which shall be in a mutually agreeable location. Licensee shall be solely responsible for all costs related to the relocation of its Facility to the alternative location. In the event that a suitable alternative location cannot be identified, Licensee may terminate the applicable permit upon notice.

B. Removal at End of Term.

Licensee shall, upon expiration of the Permit Initial or Renewal Term, or within one hundred and twenty (120) days after any earlier termination of a Permit, remove its equipment, conduits, fixtures and all personal property and restore the premises to its original condition, reasonable wear and tear and casualty damage not caused by Licensee excepted. Licensor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws.

V. Temporary Power

Licensee shall be permitted at any time during the Master or Permit Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere within the right-of-way in such locations as reasonably approved by the Licensor. Licensee shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by Licensor.

VI. Interference

Licensee's operation of the Facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. Licensee shall install Facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a Facility causes such interference, and Licensee has been given written notice of the interference by the public safety agency, Licensee, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the Facility and later powering up the Facility for intermittent testing, if necessary. The Licensor may terminate a Permit for a Facility based on such interference if Licensee is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

VII. Condition of Premises

Where the Premises includes one or more Licensor-owned poles, Licensor covenants that it will keep the poles in good repair as required by all federal, state,

county and local laws. If the Licensor fails to make such repairs including maintenance within ninety (90) days, of any notification to Licensor, the Licensee shall have the right to cease annual rental for the affected poles until affected poles are repaired to good repair. If Licensor fails to make repairs or necessary maintenance to affected poles, then Licensee may terminate specific permit for site and remove its facilities.

VIII. Annual Recurring Fees

An annual Permit fee of Two Hundred and Seventy Dollars (\$270) for each Small Cell Wireless Facility installed within the right-of-way shall be paid to the Licensor by Licensee. Pursuant to the terms of this Agreement, the Licensee shall pay the initial permit and license fee upon issuance of each Permit, prorated to December 31st of same year. Not later than January 1st of each succeeding year the Licensee shall pay pole rental to Licensor for that year. The Licensor shall send to Licensee (at the address specified in Section XIX) an invoice for such amount at least sixty (60) days before such amount becomes due.

IX. Default

A. In the event there is a breach by a Party of any obligation of this Agreement pertaining to a specific Facility or Facilities, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, as may be required beyond the 30 days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended based on circumstances, including the termination of the Permit pertaining to the Facility or Facilities.

X. Revocation by Licensor

A. In addition to any rights set out elsewhere in this Agreement, Licensor reserves the right to revoke this Agreement in its entirety and all rights and privileges pertaining thereto in the event that:

(1) Licensor determines Licensee is in violation of any material provision of this Agreement and fails to correct the violation after written notice of the violation and proposed forfeiture and a reasonable opportunity thereafter to correct the violation as noted in Section IX; or

(2) Licensee is found by a court of competent jurisdiction to have engaged in any actual or attempted fraud or deceit upon the Licensor, persons or customers; or

(3) Licensee becomes insolvent, unable or unwilling to pay its debts as they become due, or is adjudged a bankrupt; or

(4) Licensee fails, refuses, neglects or is otherwise unable to obtain and/or maintain any permit required by any federal or state regulatory body regarding Licensee's construction, maintenance, and operation of its Small Cell Wireless Facilities.

B. For purposes of this Section, the following are material provisions of this Agreement, allowing Licensor, without limitation, to exercise its rights under this Section or as set forth elsewhere in this Agreement:

(1) The invalidation, failure to pay or any suspension of Licensee's payment of any fees due the Licensor under this Agreement;

(2) Any failure by Licensee to maintain the liability insurance required under this Agreement;

(3) Any failure by Licensor to otherwise fully comply with the requirements of this Agreement.

C. Upon occurrence of one or more of the events set out above, following sixty (60) days written notice to Licensee of the occurrence and the proposed revocation and an opportunity for Licensee to be heard, the Licensor may, by ordinance or other appropriate document, revoke this Agreement. If revocation is lawfully declared, all rights of Licensee under this Agreement shall immediately be divested without a further act upon the part of the Licensor.

XI. Damaged Poles and Facilities

If a Licensor Pole is damaged or downed for any reason, and as a result is not able to safely hold the Facilities, the Licensor will repair or replace Licensor's Pole within thirty (30) days of notice or knowledge of the damage. If Licensor becomes aware of damage to a Licensor Pole that supports Licensee's Facilities, Licensor shall notify Licensee's Network Operations Center at (800) 510-6091 as soon as practicable. The parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a Licensor Pole that impacts Licensee's use of the Licensor Pole, Licensee may, with Licensor's prior approval, which shall not be unreasonably withheld, repair or replace the Licensor Pole with a like-kind Licensor Pole at Licensee's own expense, less the reasonable costs of labor and materials, including pole cost. Licensee may reinstall its Facilities after a damaged Licensor Pole has been repaired or replaced. Licensee may temporarily use an alternative location reasonably acceptable to the Parties during repair or restoration of a Licensor Pole.

Licensee acknowledges and agrees that Licensee, subject to Section XII, bears all costs for relocation or replacement of its Facilities and Licensee's Poles, and materials installed in the right-of-way or on Licensor's Poles pursuant to this Agreement.

XII. Insurance

The Parties shall carry and maintain, at their own respective cost and expense, the following insurance: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000) covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000); and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of Two Million Dollars (\$2,000,000).

XIII. Indemnification

Each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the indemnified Party, or its employees, contractors. The indemnified Party shall provide the indemnifying Party with prompt, written notice of any written claim covered by this indemnification or agents.

XIV. Limitation of Liability

Neither Party shall be liable to the other for consequential, indirect, special, or punitive damages including, but not limited to lost revenue, loss of equipment, interruption or loss of service, or loss of data.

XV. Environmental Warranty

Licensor hereby represents and warrants to Licensee that Licensor has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Premises, and that Licensor has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon. Notwithstanding the foregoing, Licensor agrees to

protect, indemnify and hold harmless Licensee from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Licensee after Permit approved.

XVI. Assignment

Neither Party will have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, of the other Party, except that Licensee may assign or transfer this Agreement: (a) to a successor as a result of a merger, consolidation, acquisition, reorganization, or sale of all or substantially all of Licensee's assets; or (b) to an affiliate of Licensee. The terms and conditions of this Agreement will inure to the benefit of, and will be binding upon, each Party's successors and permitted assigns.

XVII. Entire Agreement

This Agreement and each Permit constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements related thereto. There are no representations or understandings of any kind related thereto not set forth therein. Both Parties acknowledge and agree that neither has relied on any estimates of the potential number of Facilities that may be licensed or potential rental amounts under this Agreement as an inducement to enter into this Agreement and that any such estimates shall not constitute a representation or warranty. Any amendments to this Agreement must be in writing and executed by both parties.

XVIII. Force Majeure

The obligations hereunder of a Party will be suspended while and to the extent that such Party is prevented from complying herewith in whole or in part by any event beyond the reasonable control of such party, which for purposes of this Agreement will include acts of God, earthquakes, unavoidable accidents, laws, rules, regulations, or orders of government authorities (including travel advisories, warnings or bans by a federal or international health agencies,) acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, disease outbreaks, epidemics and quarantines, embargoes, or any other similar event or cause that could not reasonably be avoided by such party, including by maintenance of reasonable disaster recovery measures.

XIX. Compliance with Laws

Each Party shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws").

XX. Notices

Notices permitted or required under this Agreement related to the following matters, must be in writing and delivered by personal delivery, by certified mail or by overnight carrier mail, return receipt requested to the parties at the addresses below set forth: (a) notices of default; (b) notices intended to amend this Agreement; and (c) notices of termination. All other notices may also be delivered by electronic mail and will be deemed given upon personal electronic reply acknowledging receipt.

LICENSOR:

Cus Arteaga
City Administrator, City of Grandview
207 West Second Street
Grandview, WA 98930

Copy to:

Quinn Plant
City Attorney, City of Grandview
807 N. 39th Avenue
Yakima, WA 98902

LICENSEE:

Yakima MSA Limited Partnership

Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Copy to:

USCC Services, LLC
Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Any Party hereto may, by giving five (5) days written notice to other in the manner herein stated, designate any other address in substitution of the address shown above which notices shall be given.

X. Severability

If any of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will be enforceable to the maximum extent possible.

XI. Electronic Signature

This Agreement may be executed using facsimile, scanned email, or electronic signatures and each facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO
MASTER LICENSE AGREEMENT

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the dates below.

LICENSOR: City of Grandview, WA

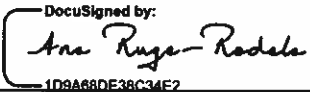
LICENSEE: Yakima MSA Limited Partnership
By: United States Cellular Operating
Company of Yakima
Its: General Partner

Signature: _____

Name: _____

Title: _____

Date: _____

Signature:  _____
1D9A68DE38C34E2

Name: Ana Ruge-Rodela

Title: Sr Mgr Procurement - Small Cells

Date: 4/8/2021 | 10:42 AM CDT

ORDINANCE NO. 2021-05

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
DENYING THE PROPOSAL TO AMEND THE ZONE CLASSIFICATION
FROM R-1 AND R-3 TO MR FOR THE REAL PROPERTY DESCRIBED
AS YAKIMA COUNTY PARCEL NOS. 230914-32001 AND 230914-32004**

WHEREAS, North 44 Homes LLC submitted a rezone application and a conditional use permit application for Yakima County Parcel Nos. 230914-32001 and 230914-32004 consisting of approximately 24.84 acres located north of Grant Court and east of North Euclid Road, Grandview; and

WHEREAS, North 44 Homes, LLC, requested to rezone the property from R-1 Low Density residential and R-3 High Density Residential to MR Manufactured Home Park; and

WHEREAS, the City of Grandview Hearing Examiner held a public hearing on February 8, 2021, and March 4, 2021, and on March 18, 2021, issued a decision recommending that the City Council approve the rezone application; and

WHEREAS, the City Council held a closed record hearing at its regular business meeting on April 13, 2021, following which a majority of the City Council voted to deny the rezone application;

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

Section 1. Having reviewed Hearing Examiner's recommendation and the record before the Hearing Examiner at its regular business meeting on April 13, 2021, the Findings of Fact set out in Exhibit "A" and the Conclusions set out in Exhibit "B" attached hereto and by this reference made part hereof as though set forth in full herein, which justify the denial of the rezone application, are hereby adopted.

Section 2. That the proposal to change the zone classification of Yakima County parcel nos. 230914-32001 and 230914-32004 from R-1 Low Density residential and R-3 High Density Residential to MR Manufactured Home Park is hereby denied.

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 April 27, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 04/28/21
EFFECTIVE: 05/03/21

EXHIBIT "A"
Zone Change Application No. 2021-01
Findings of Fact

1. Applicant/Property Owner. The applicant and property owner is North 44 Homes, LLC, 4001 South Vancouver Street, Kennewick, Washington 99337.
2. Location. The westernmost 9.54-acre parcel (230914-32004) is on the east side of the 700 block of North Euclid Street north of Grant Court and is zoned R-1 Low Density Residential. The adjacent 15.3 acre parcel to the east (230914-32001) is zoned R-3 High Density Residential on about 9.54 acres of the southern portion that is east and northeast of Grant Court and is zoned R-1 Low Density Residential on the remaining north portion of the parcel.
3. Proposal. The nature of the Rezone application and the characteristics of the relatively flat property where the Euclid Meadows Manufactured Home park would be located may be summarized as follows:
 - 3.1 The application requests approval of a Rezone of parcel number 230914 -32004 adjacent to the east side of North Euclid Street and the northern portion of the adjacent parcel number 230914-32001 easterly thereof from the R-1 Low Density Residential District to the MR Manufactured Home Park District; and (ii) approval of a Rezone of the southern portion of the adjacent parcel number 230914-32001 from the R-3 High Density Residential District to the MR Manufactured Home Park District.
 - 3.2 The two parcels do not fall within or near a floodplain, and do not fall within a designated Shoreline Environment as regulated by the Yakima County Regional Shoreline Master Program. No critical areas were identified per Chapter 18.06 of the Grandview Municipal Code.
4. Zoning and Land Uses. The property under consideration and all of the adjacent properties are within the "Residential" designation of the Comprehensive Plan. The zoning of the subject property is R-1 and R-3 and it is currently undeveloped. The zoning of the property to the north is AG Agricultural and it is currently used for agricultural purposes as a vineyard. The zoning of the properties to the west and south is R-1 and they are currently used for single-family residences. The zoning of the property to the east which is used for agricultural and residential purposes is Yakima County's UGA zoning.
5. Environmental Review. After consideration of a SEPA Environmental Checklist submitted on December 1, 2020 and consideration of the comments submitted by February 4, 2021, the City issued a final Determination of Non-Significance on February 9, 2021, which was not appealed
6. Additional Specific Review Criteria for Rezones. GMC §17.88.060(A) provides that after the completion of an open record public hearing regarding a request for a Rezone, the Hearing Examiner shall make and enter findings and conclusions which support a recommendation relative to five considerations. GMC §17.88.060(B) and GMC §17.88.080 provide that those findings and conclusions are to be forwarded to the City Council to decide at a regular business meeting in accordance with GMC Chapter 2.50 whether to approve the Rezone with or without modification, whether to enter into an agreement with the applicant or whether to deny the Rezone.

7. Open Record Public Hearing before the Hearing Examiner. The Hearing Examiner convened an open record public hearing on the rezone request on February 18, 2021, and on March 4, 2021. The City's planner (Yakima Valley Conference of Governments) recommended that the Hearing Examiner deny the application. On March 18, 2021, the Hearing Examiner issued a written decision recommending that the City Council approve the rezone application.

8. Closed Record Public Hearing before the City Council. On April 13, 2021, the City Council convened a closed record public hearing to consider the application and the Hearing Examiner's recommendation.

EXHIBIT "B"
Zone Change Application No. 2021-01
Conclusions

1. Pursuant to GMC § 17.88.060, in making his recommendation, the Hearing Examiner should consider, *inter alia*, whether a land use proposal is "in accord with the goals and policies of the comprehensive plan."

2. The Comprehensive Plan, Land Use Element (Chapter 2) contains the following goal and policies:

GOAL 1: Create a balanced community by controlling and directing growth in a manner that enhances, rather than detracts from, community quality and values.

Policy 1.1: In its land use management decisions, the City should strive to influence both rates and patterns of growth in order to achieve goals of the Comprehensive Plan.

Policy 1.2: The city should resist growth pressures that could adversely affect community values, amenities, and infrastructure. The City should support development that furthers community goals.

Policy 1.5: Adopt the medium population projections in the Comprehensive Plan as the guide for the amount of growth the City will accommodate through the year 2035.

4. The Comprehensive Plan, Housing Element (Chapter 5) recognizes that land use planning will require the City to "[d]etermine an appropriate mix of housing types and densities to meet the current and future needs to the community[.]"

5. The City cannot determine an appropriate mix of housing types and densities to meet future community needs without endeavoring to determine what those needs might be. The City's planning efforts must be tied to projected growth, and those projections must be based on assumptions. The Comprehensive Plan projects a 2015-2035 population growth of approximately 1,967 residents, who may require 566 additional housing units. Current housing trends indicate that 78 of these 566 units may be manufactured housing, requiring approximately 33.4 acres for development. (Comprehensive Plan, Housing Element (Chapter 5), at Table 5-11 and Table 5-12).

6. The City Council agrees with the hearing examiner's finding in page 13 of his recommendation that Table 5-11 and Table 5-12 of the City's Comprehensive Plan, Housing Element (Chapter 5) are not goals, policies or objectives, but merely projections based on assumptions that may or may not be accurate. However, these projections serve as a guide for planning growth within the City of Grandview. (Comprehensive Plan, Land Use Element (Chapter 2), Goal 1, Policy 1.5). While Table 5-11 and Table 5-12 do not establish limitations on development, it is inaccurate to suggest that the projections set forth in these tables may be disregarded when evaluating whether proposed changes proposed to the City's zoning map are consistent with the City's planning goals.

7. The City is required to influence "rates and patterns of growth" in a manner that contributes to a balanced community. (Comprehensive Plan, Land Use Element, Goal 1, Policy 1.1). The proposal at issue would convert approximately 25 acres of real property currently zoned R-1 (Low Density Residential) and R-3 (High Density Residential) to MR (Manufactured Home Park District). The development proposal associated with the rezone would result in approximately 188 new manufactured homes within the city.

8. This rezone proposal would account for approximately 75 percent of the anticipated need for property with a MR zoning designation through 2035. The rezone will also reduce by approximately 25 acres property within the City zoned for R-1 and R-3 residential use. The underlying development proposal may result in 188 manufactured homes within the City of Grandview, an amount that far exceeds the projection that the City may require 78 additional manufactured homes through 2035. As noted above, while the projection is not a threshold or limitation, it is a reference point for evaluating consistency with policies and goals set forth in the City's Comprehensive Plan.

9. The City's conclusion is also informed by its annexation on 2019 of a 7.87 acre parcel of real property with an MR Manufactured Home Park District zoning designation. The parcel contains a manufactured home park.

9. The City's Comprehensive Plan, Housing Element (Chapter 5) recommends a housing strategy that includes:

- Revising the zoning ordinance to create a greater variety of residential zone options which include larger lots, more off-street parking, and lower density.
- The City should not seek additional non-taxable housing, but should work with market-rate developers to build affordable housing.
- Due to significant development in the lower income apartment housing category, the City no longer supports new lower income/value residential developments.

10. The proposed rezone is not consistent with the proposed housing strategy because it will facilitate a large non-taxable, lower value residential development at the expense of single family residential development.

11. The proposed rezone is not consistent with goals and policies of the Comprehensive Plan that the City pursue balanced growth. In particular, the proposal is inconsistent with Goal 1 and Goal 2 of the Housing Element (Chapter 5) because it does not meet known needs of current residents and the proposed manufactured home development that may result from the rezone is not targeted towards attracting higher income residents.

12. The proposal is not consistent with Goal 3 of the Housing Element (Chapter 5) because it does not promote a mixture of housing. Objective 2 of that goal instructs that density of development shall be based on, *inter alia*, "the existing land use patterns." Converting property zoned for R-1 and R-3 use into property zoned for MR use, with the associated proposal to develop 188 manufactured homes, is not consistent with existing or projected land use patterns.

13. Pursuant to GMC § 17.88.060, in making his recommendation, the Hearing Examiner should consider, *inter alia*, whether there is "merit and value in the proposal for the community as a whole." While this criteria is admittedly vague, the rezone proposal at issue seeks to change existing and projected land use patterns within the city in a manner that will result in many more manufactured homes than may be required by projected housing demand to the detriment of future single family and multi-family residential development. While the City cannot know whether demand may or may not exist for 188 new manufactured homes, the City has concerns about re-orienting land use development patterns that currently exist or that are projected into the future. For this reason, the City Council cannot find that there is merit and value in the proposal.

14. For these reasons, the proposed zoning classification change is denied.