

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 14, 2023**



PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

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	<u>PAGE</u>
1. CALL TO ORDER & ROLL CALL	
2. PLEDGE OF ALLEGIANCE	
3. APPROVE AGENDA	
4. PRESENTATIONS	
A. 2023 Proclamation – Grandview High School DECA Month	1
5. 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. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.	
6. 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 January 24, 2023 Committee-of-the-Whole meeting	2-9
B. Minutes of the January 24, 2023 Council meeting	10-13
C. Payroll Check Nos. 13129-13157 in the amount of \$29,016.24	
D. Payroll Electronic Fund Transfers (EFT) Nos. 60977-60983 in the amount of \$112,905.59	
E. Payroll Direct Deposit 01/16/23-01/31/23 in the amount of \$145,079.09	
F. Claim Check Nos. 125825-125953 in the amount of \$446,322.22	
G. Grandview Municipal Court Judge Appointments	14
7. 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. Closed Record Public Hearing – Kyle Bunch dba Bunch Investments LLC Comprehensive Plan Amendment and Rezone	15-18
• Grandview Hearing Examiner Public Hearing Packet dated January 11, 2023 is included as part of the agenda packet per reference in the Hearing Examiner’s Recommendation and Decision	(1-76)

PAGE

- B. Ordinance No. 2023-02 amending the Comprehensive Plan Future Land Use Map Designation, changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by Kyle Bunch dba Bunch Investments LLC for Parcel Nos. 230923-41409, 230923-41410 and 230923-41411 located at 500 Elm Street, Grandview, Washington 19-38
- C. Resolution No. 2023-06 authorizing the adoption of the 2022 Yakima County Multi-Jurisdictional Hazard Mitigation Plan 39-54
- D. Ordinance No. 2023-03 granting to Ziplly Fiber Pacific, LLC, (ZFP), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services 55-64
- E. Ordinance No. 2023-04 granting to Ziplly Wireless, LLC, (ZW), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services 65-74
- F. Resolution No. 2023-07 approving Task Order No. 2023-01 with HLA Engineering and Land Surveying, Inc., for the East Game Pond Pipeline Replacement 75-79

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

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, February 14, 2023 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

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

Join Zoom Meeting

<https://us06web.zoom.us/j/89663537471?pwd=Nk02UDhWU2hpY01ITU5ETzFyZW5Vdz09>

To join via phone: +1 253 215 8782

Meeting ID: 896 6353 7471

Passcode: 576056



2023 PROCLAMATION GRANDVIEW HIGH SCHOOL DECA

WHEREAS, the Grandview City Council recognizes the hard work and services provided by the Grandview High School DECA Chapter; and,

WHEREAS, the GHS DECA Chapter performs and participates in many community service activities; and,

WHEREAS, the Grandview City Council supports the GHS DECA Chapter within the school and community,

NOW, THEREFORE, I, Mayor Gloria Mendoza of the City of Grandview, Washington, and on behalf of the City Council, do hereby proclaim February as DECA month in the City of Grandview and urge all citizens to support efforts and activities of the GHS DECA Chapter.

Dated this 14th day of February, 2023

Mayor Gloria Mendoza

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
JANUARY 24, 2023**

1. CALL TO ORDER

Mayor Gloria Mendoza called the Committee-of-the-Whole (C.O.W.) 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, Jessie Espinoza, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: Councilmember Laura Flores

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Fire Chief Pat Mason, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

3. PUBLIC COMMENT

YVC Grandview Campus – Jessica Rodriguez, YVC Grandview Campus Student Body President, provided an update on activities and events at the YVC Grandview Campus.

Pedro Navarrate, YVC Grandview Campus Assistant Dean, advised that the Grandview Campus enrollment has increased 15% with approximately 2,915 enrolled students.

Mainstreet Grandview – Ray Vining on behalf of Mainstreet Grandview, provided comments, a copy of which is attached hereto and incorporated herein as part of these minutes.

4. NEW BUSINESS

A. Marketing Promotion for Business Development Grants – Field Group Marketing & Advertising

Nicole Donegan, Account Manager with Field Group Marketing & Advertising presented the marketing promotion for the business development grants.

B. Resolution No. 2023-05 approving Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements –Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road

City Administrator Arteaga explained that the City received Arterial Preservation Program funding from the Washington State Transportation Improvement Board for the resurfacing of West Fifth Street, Euclid Road to Avenue E and Elm Street, Bonnieview Road to Wine Country Road. Engineering design work would begin immediately following receipt of the executed Task Order.

Construction was anticipated to occur in 2023. He presented Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., to provide professional engineering and land surveying services for the West Fifth Street Resurfacing Improvements – Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road with an estimated fee for services in the amount of \$59,590.00 for design engineering and \$64,170.00 for construction engineering.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a Resolution No. 2023-05 approving Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements –Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road to the January 24, 2023 regular meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Resolution authorizing the adoption of the 2022 Yakima County Multi-Jurisdictional Hazard Mitigation Plan

Fire Chief Mason explained that Yakima County was required to maintain a Hazard Mitigation Plan for the County. All of the jurisdictions located in Yakima County and Yakima County itself benefit from this opportunity to recognize potential hazards located in their areas. It also gives the cities the opportunity to implement plans to help lessen the impact of those hazards if they occur. This could include such things as flooding, windstorms, hazardous materials incidents, major road closures and etc. The current plan was updated in 2015. From March to October of 2022, Fire Chief Mason was part of a team that worked on updating the plan. The 2015 Yakima County Hazard Mitigation Plan was revised based on current data and needs from March to October of 2022. It was updated and submitted for review to Washington State and the Federal Emergency Management Agency. It now has to be adopted by the local jurisdictions that want to participate in the implementation. Participation in the plan allows the City to identify any areas of concern. It also makes the City eligible for any funding that may become available to either limit any damage that may be done if an event happens and/or receive funding to help mitigate an emergency that happens after the fact.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Souders, the C.O.W. moved a Resolution authorizing the adoption of the 2022 Yakima County Multi-Jurisdictional Hazard Mitigation Plan to the February 14, 2023 regular meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Economic Development Executive Summary – Councilmember Diaz

Councilmember Diaz presented the Economic Development Executive Summary and the 2022 Council Retreat Priorities.

Discussion took place.

Mayor Mendoza suggested that a Council committee be formed to review the Economic Development Strategic Guide and the Council Retreat Priorities to determine short term, intermediate and long term progress to date.

Councilmembers Diaz and Flores volunteered to meet with the Mayor and City Administrator to address economic development.

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

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

On motion by Councilmember Moore, second by Councilmember Souders, Council reconvened the Committee-of-the-Whole meeting to discuss the following items at 7:20 p.m.

E. ARPA Funding Update

City Treasurer Cordray provided an update on the overall ARPA budget balance as follows:

2021 Revenue	\$1,547,711	Actual
2022 Revenue	\$1,547,712	Actual
Total	\$3,095,423	

2021 Expenditures	\$34,128	Actual
2022 Expenditures	\$2,134,000	Budget
Total	\$2,168,128	

ARPA Fund Balance \$927,295 (needs to be allocated by 2024)

He also presented the pending ARPA projects as follows:

ARPA Pending Projects

Project	Budget	Balance	Balance
New Small Business Grants - ARPA	\$ 50,000.00	\$ 49,889.42	On schedule for new year
Food & Nutrition Assistance	\$ 18,000.00	\$ 18,000.00	Increase to \$50,000 - use Food Banks
Chamber of Commerce Support	\$ 20,000.00	\$ 20,000.00	Bill to ask CofC and revisit in April
Fair/Rodeo Support	\$ 10,000.00	\$ 10,000.00	Revisit in April
Resident's Utilities Support	\$ 50,000.00	\$ 50,000.00	Eliminate - no need
Retention Incentive for New PD Hire	\$ 30,000.00	\$ 29,995.44	Revisit in April - Cus to talk to Chief
Downtown Beautification	\$ 100,000.00	\$ 100,000.00	Combine with Entrance Beautification
Entrance Beautification	\$ 50,000.00	\$ 50,000.00	Combine with Downtown Beautification
Youth Center Activities	\$ 50,000.00	\$ 26,040.93	Keep for Summer 2023 activities
Skateboard Park for Youth	\$ 10,000.00	\$ 9,995.44	Combine with Pool Splash Pad - Use up to \$30K for design of skatepark
Pool Splash Pad	\$ 100,000.00	\$ 100,000.00	Combine with Skateboard Park - Diaz & Espinosa will work on this.
Grandview/Sunnyside Pathway	\$ 50,000.00	\$ 49,995.43	Cus to look into this for status of project
Totals	\$ 538,000.00	\$ 513,916.66	

Action for City Council Approval

DRAFT

Food & Nutrition Assistance	\$ 18,000.00	\$ 18,000.00	Increase Food & Nutrition Assistance to \$50,000 from Utilities - use Food Banks for distribution of grants. Eliminate Resident's Utilities - No need.
Resident's Utilities Support	\$ 50,000.00	\$ 50,000.00	

Downtown Beautification	\$ 100,000.00	\$ 100,000.00	Combine these together into one overall amount. Use for same purposes.
Entrance Beautification	\$ 50,000.00	\$ 50,000.00	Businesses will submit applications for façade improvements.

Skateboard Park for Youth	\$ 10,000.00	\$ 9,995.44	Move Pool Splash Pad amount of \$100K to Skateboard Park for new balance of \$110,000. Use up to \$30K for design of park & perhaps hire fundraiser to help with fundraising for skateboard park.
Pool Splash Pad	\$ 100,000.00	\$ 100,000.00	

Discussion took place. The pending projects would be further discussed at the February 14, 2023 C.O.W. meeting.

Councilmember Ozuna presented the 2023 New or Relocating Small Business Grant guidelines, application and scoring rubric.

Discussion took place.

Councilmembers Espinoza and Flores volunteered to help review and vet the grant applications.

- F. **Ordinance granting to Ziplly Fiber Pacific, LLC, (ZFP), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services**

AND

G. Ordinance granting to Ziplly Wireless, LLC, (ZW), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services

City Administrator Arteaga explained that Ziplly Fiber Pacific and Ziplly Wireless contacted the City in November 2022 requesting a franchise agreement to provide fiber telecommunication services within the City. Ziplly submitted two proposed franchise agreements for legal review. The City Attorney reviewed the proposed franchise agreements and recommended approval.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Rodriguez, the C.O.W. moved an ordinance granting to Ziplly Fiber Pacific, LLC, (ZFP), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services AND an ordinance granting to Ziplly Wireless, LLC, (ZW), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services to the February 14, 2023 regular meeting for consideration.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

6. OTHER BUSINESS – None

7. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Ozuna, the C.O.W. meeting adjourned at 8:00 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

Anita Palacios

From: Ray Vining <rdvining@gmail.com>
Sent: Tuesday, January 24, 2023 4:31 PM
To: Anita Palacios
Subject: R Vining Comments before the Council of the Whole for 24 Jan

CAUTION: External Email

Anita,

Here is a digital version of my comments from Mainstreet, The Museum and myself for this evening.

All the Best,

Ray

--

Your prompt response makes it possible to make informed decisions to benefit our properties and program!

...No amount of failure could flag his spirits, and he scrambled over every obstacle with the kind of good humor and determination that makes a person fun.

....from Michael Blakes' Dances with Wolves

My goal is to bring people together to build good for others thereby increasing the level of good fellowship and a little better world.

Anita Palacios

From: Ray Vining <rdvining@gmail.com>
Sent: Tuesday, January 24, 2023 5:12 PM
To: Anita Palacios
Subject: Retry on the comments

CAUTION: External Email

- 1.
- 2.
3. Results of the Mainstreet Retreat
4.
 - a.
 - b.
 - c. Finding out what is necessary for promotion from affiliate to associate membership.
 - d.
 - i.
 - ii.
 - iii. A non starter is not having a full time executive director
 - iv.

So just how important is an executive director? And how vital is mainstreet?

Is it vital enough for the City of Grandview to subsidize the salary of a full time director? According to Jonell McCoy, the state Mainstreet Specialist for Affiliate members most cities subsidize the salaries of executive directors for 5 years while their Main Street organization works to qualify for the Associate level.

You must be asking yourselves what is the big deal? It is seen as a clear path to a vibrant downtown!

What has happened before? Failure and continued decline. (the 10 year try cycle)

The return of B&O taxes by a supportive business community to re-vitalize and keep vibrant the downtown core.

Let's talk about subsidizing the mainstreet director in order to bring in the sustainable funding to energize downtown.

- 2.
- 3.
4. I received an email from "Street Sounds" the folks who build the downtown audio systems. The
5. company is back in business and ready to keep Grandview on their production schedule.
- 6.

Do we proceed?

- 3.
- 4.

5. The History of Grandview. Record it or loose it! The museum is working hard to gather, store
6. and make accessible our history. We are pursuing an initiative that likely will result in the digitization of the Grandview Herald. Making for now the history from around 1922 to 1935 or so available and maybe even with the permission of the owner up to
7. the present day! That is data for history but not the story of history. I believe the City, School District, Port and substantial community organizations should view contributing to recording history as a social obligation benefiting future generations.
- 8.

Have you thought about what is happening to print media? It is vanishing! Replacing it is a flood of information. I fear the essence of our existence will be history will vanish into a sea of social media and digital reports.

Please consider submitting an annual report of city progress to the people of Grandview and taking steps to ensure this report becomes a part of our recorded history.

- 4.
- 5.
6. Please consider incorporating one or two high school students within the council. I believe the
7. considerable political apathy stems from the exclusion of youth from decision making. I suggest they be allowed to comment on business before the council, more to be encouraged to comment. That they be allowed to state their position on items to be voted
8. upon by the elected council.
- 9.

The best advise I've ever received on working with teenagers is to treat them like adults but be ready to guide when needed, to pick them up when they fall and to continue to encourage them. That is a recipe for building leaders.

--

Your prompt response makes it possible to make informed decisions to benefit our properties and program!

...No amount of failure could flag his spirits, and he scrambled over every obstacle with the kind of good humor and determination that makes a person fun.

....from Michael Blakes' Dances with Wolves

My goal is to bring people together to build good for others thereby increasing the level of good fellowship and a little better world.

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 24, 2023**

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, Jessie Espinoza, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: Councilmember Laura Flores

Absent: None

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

2. PLEDGE OF ALLEGIANCE

Mayor Mendoza led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved the January 24, 2023 regular meeting agenda as presented.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

4. PRESENTATIONS – None

5. PUBLIC COMMENT – None

6. CONSENT AGENDA

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

- A. Minutes of the January 10, 2023 Committee-of-the-Whole meeting**
- B. Minutes of the January 10, 2023 Council meeting**

- C. Payroll Check Nos. 131134-13128 in the amount of \$102,688.42
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60969-60973 in the amount of \$94,305.58
- E. Payroll Direct Deposit 01/01/23-01/15/23 in the amount of \$123,493.91
- F. Claim Check Nos. 125726-125824 in the amount of \$665,942.09

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. **ACTIVE AGENDA**

- A. **Resolution No. 2023-02 authorizing the Mayor to sign a Latecomer's Agreement between the City of Grandview and Birdie Shots, LLC, regarding reimbursement of sewer lift station and sewer force main costs**

This item was previously discussed at the January 10, 2023 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Espinoza, Council approved Resolution No. 2023-02 authorizing the Mayor to sign a Latecomer's Agreement between the City of Grandview and Birdie Shots, LLC, regarding reimbursement of sewer lift station and sewer force main costs.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

- B. **Resolution No. 2023-03 approving Amendment No. 2 to Task Order No. 2019-04 with HLA Engineering and Land Surveying, Inc., for the Sludge Drying Bed Evaluation and Design**

This item was previously discussed at the January 10, 2023 C.O.W. meeting.

On motion by Councilmember Ozuna, second by Councilmember Diaz, Council approved Resolution No. 2023-03 approving Amendment No. 2 to Task Order No. 2019-04 with HLA Engineering and Land Surveying, Inc., for the Sludge Drying Bed Evaluation and Design.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. **Resolution No. 2023-04 authorizing the Mayor to sign the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway Improvements**

This item was previously discussed at the January 10, 2023 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Moore, Council approved Resolution No. 2023-04 authorizing the Mayor to sign the Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Old Inland Empire Highway Improvements.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. **Resolution No. 2023-05 approving Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements – Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road**

This item was previously discussed at the January 24, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved Resolution No. 2023-05 approving Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements – Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes

- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

8. **UNFINISHED AND NEW BUSINESS** – None

9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**

Grandridge Road Nail Issue – Assistant Public Works Director Dorsett reported that the City was experiencing roofing nails being thrown into the street along Grandridge Road near Munson Lane. The Public Works Department would be working with the Police Department to resolve the issue.

10. **MAYOR & COUNCILMEMBER REPORTS**

AWC City Action Days – Councilmember Ozuna reported that meetings have been scheduled with 15th Legislative District Senator Nikki Torres and Representatives Bruce Chandler and Bryan Sandlin as part of the AWC City Action Days.

11. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Souders, Council meeting adjourned at 7:20 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Grandview Municipal Court Judge Appointments

AGENDA NO.: Consent Agenda 6 (G)

AGENDA DATE: February 14, 2023

DEPARTMENT

Municipal Court

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR

MAYOR




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

RCW 3.50.040 requires that the City appoint a municipal judge or judges to preside over the Grandview Municipal Court either every four years or when there is a change.

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

Yakima County Courts has requested that the following judges be appointed effective January 1, 2023 through December 31, 2027 as Grandview Municipal Court judges:

- Judge Donald Engel
- Judge Gary Hintze
- Judge Brian Sanderson
- Judge Alfred Schweppe
- Commissioner Kevin Eilmes

ACTION PROPOSED

Approve the appointments of Judge Donald Engel, Judge Gary Hintze, Judge Brian Sanderson, Judge Alfred Schweppe and Commissioner Kevin Eilmes as Grandview Municipal Court Judges in compliance with RCW 3.50.040 effective January 1, 2023 through December 31, 2027.



**CITY OF GRANDVIEW
NOTICE OF CLOSED RECORD PUBLIC HEARING
BUNCH COMPREHENSIVE PLAN AMENDMENT & REZONE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grandview will hold a closed record public hearing on **Tuesday, February 14, 2022 at 7:00 p.m.**, to consider the Hearing Examiner's recommendation that the City Council approve the following:

Applicant(s): Kyle Bunch dba Bunch Investments LLC
Property Owner(s): Bunch Investments LLC
Proposed Project: Comprehensive Plan Amendment and Rezone
Current Comprehensive Plan Designation: Industrial
Current Zoning: M-1 Light Industrial
Current Use: Residential
Proposed Comprehensive Plan Designation: Residential
Proposed Zoning: R-2 Medium Density Residential
Location of Project: 500 Elm Street, Grandview, Yakima County, Washington.
Parcel No.: 230923-41409, 230923-41410, 230923-41411

The closed record public hearing will be held in person in the Council Chambers at City Hall, 207 West Second Street, Grandview, Washington and will also be available via teleconference as follows:

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

Join Zoom Meeting

<https://us06web.zoom.us/j/89663537471?pwd=Nk02UDhWU2hpY01lTU5ETzFyZW5Vdz09>

To join via phone: +1 253 215 8782

Meeting ID: 896 6353 7471

Passcode: 576056

A copy of the Hearing Examiner's recommendation is available at no charge from the City Clerk's Office, 207 West Second Street, Grandview, WA 98930, PH: (509) 882-9200 or anitap@grandview.wa.us.

CITY OF GRANDVIEW

Anita G. Palacios, MMC, City Clerk

Publish: Grandview Herald – January 18, 2023

**CITY OF GRANDVIEW
CITY COUNCIL**

CLOSED RECORD PUBLIC HEARING PROCEDURE

THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS AND TO CREATE OR SUPPLEMENT THE HEARING RECORD:

MAYOR

Tonight's closed record public hearing will include the following land use proposal:

Applicant(s): Kyle Bunch dba Bunch Investments LLC
Property Owner(s): Bunch Investments LLC
Proposed Project: Comprehensive Plan Amendment and Rezone
Current Comprehensive Plan Designation: Industrial
Current Zoning: M-1 Light Industrial
Current Use: Residential
Proposed Comprehensive Plan Designation: Residential
Proposed Zoning: R-2 Medium Density Residential
Location of Project: 500 Elm Street, Grandview, Yakima County, Washington.
Parcel No.: 230923-41409, 230923-41410, 230923-41411

The closed record public hearing will now begin:

1. This hearing must be fair in form and substance as well as appearance, therefore:
 - a. Is there anyone in the audience who objects to my participation as Mayor or any Councilmember's participation in these proceedings? (If objections, the objector must state his/her name, address, and the reason for the objection.)
 - b. Do any of the Councilmembers have an interest in this property or issue? Do any of you stand to gain or lose any financial benefit as a result of the outcome of this hearing? Can you hear and consider this in a fair and objective manner?
 - c. Has any member of the Council engaged in communication outside this hearing with opponents or proponents on these issues to be heard? If so, that member must place on the record the substance of any such communication so that other interested parties may have the right at this hearing to rebut the substance of the communication.
 - d. Thank you, the hearing will continue.
(or)

At this point, Councilmember ***** will be excusing him/herself from the meeting. [Ask Councilmember to state his/her reasons for being excused.]

2. The purpose of this hearing is for the Council to review the record and consider the pertinent facts relating to this issue.
3. No new testimony will be allowed. Any clarification of the record being requested by the Councilmembers will first be authorized by the Mayor after consulting with the City Attorney.
4. The record generated will be provided by staff. Staff will now provide a review of the record.
5. Councilmembers will now consider the record and discuss among themselves the facts and testimony from the open record hearing. (Discussion and any requests for clarification of the record are made).

(Requests for clarification are directed to the Mayor and must be specific to the record. The Mayor after consulting with the City Attorney will authorize the clarification or deny it based on the opinion of the City Attorney.

6. If clarification of the record is authorized:
 - a. When you address the Council, begin by stating your name and address for the record.
 - b. Speak slowly and clearly.
 - c. You will be allowed to only provide the clarification of the record as authorized. No new testimony will be allowed.
7. Now that we have reviewed the record concerning this issue, this subject is open for decision. Council may:
 - a. Approve as recommended.
 - b. Approve with conditions.
 - c. Modify, with or without the applicant's concurrence, provided that the modifications do not:
 - i. Enlarge the area or scope of the project.
 - ii. Increase the density or proposed building size.
 - iii. Significantly increase adverse environmental impacts as determined by the responsible official.
 - iv. Deny (re-application or re-submittal is permitted).
 - v. Deny with prejudice (re-application or re-submittal is not allowed for one year).
 - vi. Remand for further proceedings and/or evidentiary hearing in accordance with Section 14.09.070.

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE:

Closed Record Public Hearing – Kyle Bunch dba Bunch Investments LLC Comprehensive Plan Amendment and Rezone

Ordinance No. 2023-02 amending the Comprehensive Plan Future Land Use Map Designation, changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by Kyle Bunch dba Bunch Investments LLC for Parcel Nos. 230923-41409, 230923-41410 and 230923-41411 located at 500 Elm Street, Grandview, Washington

AGENDA NO. Active 7 (A) & (B)

AGENDA DATE: February 14, 2023

DEPARTMENT

Planning/Hearing Examiner

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

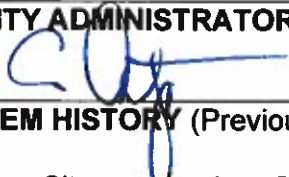
DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk (Planning)



CITY ADMINISTRATOR

MAYOR




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

The City received a Comprehensive Plan Amendment Application and Rezone Application submitted by property owner Kyle Bunch dba Bunch Investments LLC, requesting a comprehensive plan amendment and rezone of Parcel Nos. 230923-41409, 230923-41410 and 230923-41411 located at 500 Elm Street, Grandview, Washington. The comprehensive plan amendment would change the future land use of the parcel from industrial to residential and rezone the property from M-1 Light Industrial to R-2 Medium Density Residential. The current use of the property is residential.

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

On January 11, 2023, the Hearing Examiner conducted an open record public hearing to receive comments on the proposed comprehensive plan amendment and rezone. A copy of the Hearing Examiner's Recommendation CPA #2023-01 AND RZ #2023-01 dated January 25, 2023 is attached.

ACTION PROPOSED

Recommend Council accept the Hearing Examiner's conclusions and recommendation that the City Council approve the requested amendment to the Comprehensive Plan Future Land Use Map designation of Parcel Nos. 230923-41409, 230923-41410 and 230923-41411 from the industrial designation to the residential designation and approve the requested rezone of the parcels from the M-1 Light Industrial District to the R-2 Medium Density Residential District as outlined in Recommendation CPA #2023-01 AND RZ #2023-01.

Further recommend that Council approve Ordinance No. 2023-02 amending the Comprehensive Plan Future Land Use Map Designation, changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by Kyle Bunch dba Bunch Investments LLC for Parcel Nos. 230923-41409, 230923-41410 and 230923-41411 located at 500 Elm Street, Grandview, Washington.

ORDINANCE NO. 2023-02

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE COMPREHENSIVE PLAN FUTURE LAND USE MAP
DESIGNATION, CHANGING THE ZONING CLASSIFICATION OF CERTAIN LANDS
AND AMENDING THE ZONING MAP OF THE CITY OF GRANDVIEW AS
REQUESTED BY KYLE BUNCH DBA BUNCH INVESTMENTS LLC FOR PARCEL
NOS. 230923-41409, 230923-41410 AND 230923-41411 LOCATED AT 500 ELM
STREET, GRANDVIEW, WASHINGTON**

WHEREAS, the City of Grandview Hearing Examiner, upon application and after due notice pursuant to Grandview Municipal Code Chapter 14, conducted an open record public hearing on January 11, 2023 upon an application to amend the Comprehensive Plan Future Land Use Map Designation and to Rezone Parcel Nos. 230923-41409, 230923-41410 and 230923-41411 located at 500 Elm Street, Grandview, WA, which was duly filed by Kyle Bunch dba Bunch Investments LLC; and

WHEREAS, the Hearing Examiner, after receiving public comments and reviewing the staff report containing staff's findings of fact, issued his recommendations dated January 25, 2023 entitled CPA #2023-01 and RZ #2032-01, copy attached, recommending said Comprehensive Plan Future Land Use Map designation amendment and Rezone applications to the City Council for approval; and

WHEREAS, the City Council of the City of Grandview, after due notice pursuant to Grandview Municipal Code Chapter 14, conducted a closed record public hearing for said rezone on February 14, 2023 to consider the conclusions and recommendations by the Hearing Examiner; and

WHEREAS, the City Council, after reviewing the Hearing Examiner's conclusions and recommendations, and having deliberated upon said matter, accepted the Hearing Examiner's recommendations as their own and approved the Kyle Bunch dba Bunch Investments LLC Comprehensive Plan Future Land Use Map designation amendment and Rezone CPA #2023-01 and RZ #2023-01.

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

Section 1. The City of Grandview Comprehensive Plan Future Land Use Map and the City of Grandview Zoning Map, copies of which are on file in the office of the Grandview City Clerk, be, and the same are hereby amended for Parcel Nos. 230923-41409, 230923-41410 and 230923-41411 located at 500 Elm Street, Grandview, WA consisting of 0.57-acres located at 500 Elm Street, Grandview, WA, as follows, to-wit:

- Comprehensive Plan Future Land Use Map amended from Industrial to Residential; and
- Zoning Map amended from M-1 Light Industrial to R-2 Medium Density Residential District.

Section 2. This ordinance shall be in full force and effect five (5) 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 February 14, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: 2/15/2023
EFFECTIVE: 2/19/2023

**City of Grandview, Washington
Hearing Examiner's Recommendations**

January 25, 2023

In the Matter of Application for a)	
Comprehensive Plan Amendment)	
And for a Rezone of Three Parcels)	
Submitted by:)	
)	
Kyle Bunch d/b/a)	CPA #2023-01
Bunch Investments LLC)	RZ #2023-01
)	
To Amend the Comprehensive)	
Plan Future Land Use Map)	
Designation from Industrial)	
To Residential and Rezone)	
Parcels on South Elm Street)	
From the M-1 Light Industrial)	
District to the R-2 Medium)	
Density Residential District)	

A. Introductory Findings. The introductory findings relative to the hearing process for these applications may be summarized as follows:

(1) The Hearing Examiner conducted an open record public hearing for these applications on January 11, 2023.

(2) Byron Gumz, the YVCOG Regional Land Use Manager serving as Planner for the City of Grandview, presented his staff report which recommended

Kyle Bunch/Bunch Investments LLC 1
Comprehensive Plan Amendment
From Industrial to Residential and
Rezone from M-1 Light Industrial
To R-2 Medium Density Residential
Three parcels on South Elm Street
CPA #2023-01 and RZ #2023-01

approval of both the Comprehensive Plan Amendment application and the Rezone application for the reasons set forth therein.

(3) City Administrator/Public Works Director Cus Arteaga answered questions that were asked, and City Clerk Anita Palacios indicated that a written comment relative to this application was received from the Sunnyside Valley Irrigation District (SVID).

(4) The applicant, Kyle Bunch, testified in favor of approval of the applications. The only written comment was from SVID which indicated that there are no SVID facilities within the parcels.

(5) No one submitted any written comments or testimony in opposition to these applications.

(6) The recommendations for these applications have been issued within 14 days of the open record public hearing as required by Subsection 14.09.030(A)(4) of the Grandview Municipal Code (GMC).

B. Summary of Recommendations. The Hearing Examiner recommends that the Grandview City Council approve the requested amendment to the Comprehensive Plan Future Land Use Map designation of the three parcels from Industrial to Residential and the requested Rezone of the three parcels from the M-1 Light Industrial District to the R-2 Medium Density Residential District.

C. Basis for Recommendations. Based upon a view of the site and surrounding area without anyone else present on January 11, 2023; the information contained in the staff report, exhibits, testimony and other evidence presented at an open record public hearing on January 11, 2023; and a consideration of the standards

and criteria for approval of amendments to Comprehensive Plan Future Land Use Map designations and for approval of Rezones; the Hearing Examiner makes the following:

FINDINGS

I. Applicant/Property Owner. The applicant and the property owner is Kyle Bunch d/b/a Bunch Investments LLC, 2492 Grandview Pavement Road, Mabton, Washington 98935.

II. Location. The location of the three parcels which are each slightly more than 8,000 square feet is on the west side of the 500 block of South Elm Street south of the intersection of South Elm Street and East 5th Street. There are existing single-family residences on two of the parcels and a duplex is planned for the vacant parcel located between them. The Assessor's Parcel Numbers are 230923-41409, 230923-41410 and 230923-41411.

III. Proposal. These applications request approval of an amendment to the Comprehensive Plan Future Land Use Map designation of the subject parcels from the Industrial to the Residential designation and also approval of a Rezone from the M-1 Light Industrial District to the R-2 Medium Density Residential District.

IV. Floodplain, Shoreline and Other Critical Area. The subject parcels are not within or near a floodplain, a shoreline regulated by the Shoreline Master Program or other critical area regulated by Chapter 18.06 of the Grandview Municipal Code (GMC).

V. Public Notice. Public notice of the open record public hearing of January 11, 2023, was given in the following ways pursuant to GMC §14.07.030(B):

Notice mailed to owners of property within 300 feet:	December 7, 2023
Notice posted at City Hall, Library, Police Dept. & website:	December 7, 2023
Notice posted in three places on the property:	December 7, 2023
Notice published in the Grandview Herald:	December 7, 2023

VI. Environmental Review under the State Environmental Policy Act (SEPA). On December 7, 2022, the City distributed a Notice of Application and Public Hearing advising of a preliminary SEPA Determination of Non-Significance (DNS) under the optional DNS process of WAC 197-11-355. Cus Arteaga, the City's SEPA Responsible Official, thereafter issued a final SEPA Determination of Non-Significance (DNS) on December 29, 2022. It was not appealed.

VII. Zoning, Comprehensive Plan and Land Uses. The Zoning, Comprehensive Plan and Land Uses of the three parcels under consideration may be described as follows:

Kyle Bunch/Bunch Investments LLC
Comprehensive Plan Amendment
From Industrial to Residential and
Rezone from M-1 Light Industrial
To R-2 Medium Density Residential
Three parcels on South Elm Street
CPA #2023-01 and RZ #2023-01

(1) The parcels are currently within the M-1 Light Industrial zoning district. The purpose of the Light Industrial District is to preserve areas for industrial and related uses of such a nature that they do not create serious problems of compatibility with other kinds of land uses. Uses permitted in this district should not generate noise levels, light, odor, or fumes that would constitute a nuisance or hazard.

(2) The proposed zoning is R-2 Medium Density Residential District. The purpose of this district is to provide a medium density residential environment. Lands within this district generally should contain multiple unit residential structures of a scale compatible with structures in lower density districts with useful yard spaces. The R-2 district is intended to allow for a gradual increase in density from low density residential districts and, where compatible, can provide a transition between different use areas.

(3) These three parcels are currently within the Industrial designation of the Comprehensive Plan. The purpose of that designation is to include areas for industrial development including manufacturing, processing, packaging or storage of products or articles. These areas may also be appropriate for large commercial development and for public facilities such as public works shops, water and wastewater facilities, and facilities of regional or statewide significance.

(4) The proposed Comprehensive Plan designation for these three parcels is Residential which would be an extension of the Residential designation to the north and to the east of the parcels. The purpose of the Residential designation is to include areas that are appropriate for rural, single-family and multifamily residential living.

(5) The nearby properties have the following zoning, Comprehensive Plan and land use characteristics:

<i>Direction</i>	<i>Zoning</i>	<i>Comprehensive Plan</i>	<i>Land Use</i>
North:	M-1 Light Industrial	Residential	Vacant/Funeral Home
South:	M-1 Light Industrial	Industrial	Vacant/Industrial
East:	R-1 Low Density Residential	Residential	Residential/Agriculture
West:	M-1 Light Industrial	Industrial	Industrial

VIII. Jurisdiction and Process. The jurisdiction and the review process for these applications are as follows:

(1) **Future Land Use Map Amendment:** The Grandview Comprehensive Plan states that changes to the Future Land Use Map (FLUM) shall only be granted if, after a recommendation is issued by the Hearing Examiner, the City Council finds that the amendment complies with the standards set forth below in Section IX of these recommendations. As a part of this request for a FLUM amendment, a Rezone of the parcels is also requested.

(2) **Rezone:** Grandview Municipal Code 17.88 identifies the Rezone process. A Rezone also requires a recommendation from the Grandview Hearing Examiner and is approved by City Council if it complies with the standards set forth below in Section X of these recommendations.

IX. Standards and Criteria for Approval of Amendments to Future Land Use Map Designations. Chapter 17.90 of the Grandview Municipal Code provides that recommendations shall be made to the Grandview City Council regarding amendments to Comprehensive Plan Future Land Use Map designations. The following standards and criteria for consideration of amendments to the Comprehensive Plan Future Land Use Map designations set forth in the Grandview Comprehensive Plan Administration Element, Part IV, apply to this application for this requested amendment in the following specific ways:

(1) **The proposal is consistent with the provisions of the GMA and other applicable state planning requirements.** This proposal is consistent with the following GMA Goals set forth in RCW 36.70A.020:

(a) Urban growth: Encourage development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner.

(b) Reduce sprawl: Reduce the inappropriate conversion of undeveloped land into sprawling, low-density development.

(c) Housing: Plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock.

(2) The proposal is consistent with and will help implement the goals, objectives, and policies of this plan. This proposal is consistent with and would implement the following goals, policies, and objectives of the Grandview Comprehensive Plan:

(a) Land Use GOAL 1: To create a balanced community by controlling and directing growth in a manner that enhances, rather than detracts from, community quality and values.

(b) Policy 1.1: Through land use management decisions, strive to influence both rates and patterns of growth in order to achieve goals of the Comprehensive Plan.

(c) Policy 1.3: Encourage urban infill where possible to avoid sprawl and the inefficient leapfrog pattern of development.

(d) Policy 1.4: Accommodate future population growth primarily through infilling and utilization of undeveloped subdivision lots. Conversion of agricultural land to residential, commercial, or industrial use will be encouraged to occur only after existing undeveloped parcels have been built out.

(e) Land Use GOAL 7: To preserve the character, agricultural heritage, and quality of life in Grandview and the surrounding rural areas that are part of the community.

(f) Policy 7.2: Establish a pattern of development that supports a sense of community.

(g) Policy 7.3: Encourage land use decisions that are sensitive to Grandview's history and culture.

(h) Housing GOAL 1: Provide safe and sanitary housing for all persons within the community.

(i) Policy 1.1: Support the development of a housing stock that meets the varied needs of the present community while attracting higher income residents.

(j) Objective 4: Encourage and support the rehabilitation of older homes.

(k) Objective 5: Encourage infilling in residential areas.

(l) Housing GOAL 3: Encourage a mixture of housing types and densities throughout the UGA that are compatible with public service availability.

(3) Required changes to the implementing regulations are identified prior to adoption of the proposed change and are scheduled for revision so that these implementing regulations remain consistent with the Comprehensive Plan. This criterion is not applicable because no changes to the implementing regulations are required prior to adoption of the proposed Comprehensive Plan amendment in order for the implementing regulations to remain consistent with the Comprehensive Plan.

(4) The proposal will increase the development or use potential of a site or area without creating significant adverse impacts on existing sensitive land uses or on other uses legally existing or permitted in the area. The proposal will increase the development potential of the site by allowing a new duplex to be constructed on one of the parcels. Areas to the east of these parcels either are developed with existing residential uses or are approved for residential development. The Determination of Non-Significance (DNS) issued for these applications which was not appealed by any property owners or residents determined that the proposal would not result in any probable significant adverse environmental impacts to existing uses or to uses that are permitted in the area.

(5) The proposal is an extension of similar adjacent use or is of sufficient size to make the proposal logical. The requested Residential Future Land Use Map

designation of the subject parcels would be an extension of the Residential designation of the Comprehensive Plan to the north and to the east of these parcels. It would also be an extension of similar residential uses that currently exist to the east of the parcels, would convert the two existing nonconforming single-family residences on two of the parcels into conforming uses, and would allow a duplex to be constructed on the third lot between similar single-family residential uses on each side.

(6) The traffic generated by the proposal will not unduly burden the traffic circulation systems in the vicinity. The collector and arterial system currently serves or can concurrently be extended to serve the proposal, as needed. The applicant indicated in the City's Transportation Checklist that only eight average daily trips would be expected to be added to South Elm Street which has a capacity of 8,000 average daily trips. The estimated additional eight average daily trips would leave ample capacity for that street to continue to operate above the requisite Level of Service (LOS) C for a two-lane street and would not unduly burden the traffic circulation systems in the vicinity.

(7) Adequate public facilities exist or can be concurrently developed to serve the proposal. Adequate public facilities already are serving the existing residences on two of the parcels and also exist to serve the planned duplex use on the third parcel.

(8) The other characteristics of the proposal are compatible with those of other uses in the vicinity. The historic use of the site is for two residential uses. There is a vacant lot and beyond that a funeral home north of the site and residences east of the site. The continuation of the existing residential uses on the site has been compatible with the characteristics of other uses in the vicinity up to now and would continue to be compatible with the characteristics of other uses in the vicinity. The addition of a duplex use between the existing residential uses would also be compatible with the characteristics of the other uses in the vicinity. Any future industrial development to the south or west of the site will be reviewed at time of development to ensure that impacts to residential uses are minimized.

(9) The other uses in the vicinity of the proposal are such as to permit the proposal to function properly. The other uses in the vicinity of the parcels,

particularly the residential uses to the east, are such as to permit the existing residential uses to continue to function properly as they have in the past and are also such as to permit the duplex planned for the parcel between the existing residences to function properly.

(10) If the proposal has significant adverse impacts beyond the City limits, the proposal has been jointly reviewed by Yakima County. Since the parcels are further from the boundary between the City and County than existing residences and property approved for future residential development to the east, the requested amendment of the Future Land Use Map designation to Residential is not expected to have any significant adverse impacts beyond the City limits. No comments were received from Yakima County regarding the SEPA review of this proposal. The City's Determination of Non-Significance (DNS) for the requested Comprehensive Plan amendment became final without an appeal by the County or by any other person or entity.

(11) Any other similar considerations that may be appropriate to the particular case. The requested amendment of the Future Land Use Map designation to Residential will help meet a need and demand for additional housing within the City and will not deprive the City of land needed for industrial development. It was confirmed at the hearing that more than half of the 800+ acres currently designated as Industrial are still available for industrial development and that since RCW 36.70A.130(5)(C) mandates a Comprehensive Plan update by June 30, 2026, the City will soon in less than two years begin a complete reassessment of the City's growth projections and land use needs for the next 20-year planning window. In the meantime there will be ample property designated and zoned for industrial uses to meet the demand for that type of development in the City for the next three years until the updated Comprehensive Plan reassessment of land use needs is completed.

X. Standards and Criteria for Rezones. GMC §14.03.035 provides that a Hearing Examiner may make land use decisions as determined by the City Council at the request of either the Planning Commission or City Administrator. GMC

§14.07.030(B) requires at least 10 days notice of public hearings by publication, mailing and posting. GMC §14.03.040(A)(4), GMC §14.09.030(A)(4) and GMC §17.88.020(A)(2) provide that a recommendation is to be made to the City Council regarding rezones in accordance with GMC Title 14. GMC §14.09.030(A)(3) and GMC §14.09.030(A)(4) provide applicable procedures. GMC §14.01.040(H) defines a development as any land use permit or action regulated by GMC Titles 14 through 18 including but not limited to subdivisions, binding site plans, rezones, conditional use permits or variances. GMC §14.09.030(A)(3)(c) provides that the Hearing Examiner is not to recommend approval of a proposed development such as a rezone without making the following findings and conclusions:

(1) The development (proposed Rezone) is consistent with the Comprehensive Plan and meets the requirements and intent of the Grandview Municipal Code. As explained above in Subsection IX(2) of these recommendations, the zoning of the subject three parcels that are each slightly more than 8,000 square feet in size is recommended by the City’s Planner and Hearing Examiner to be the R-2 Medium Density Residential District which would be consistent with the purpose of the 2016 Comprehensive Plan “Residential” designation. The R-2 zoning district would also be consistent with the Comprehensive Plan provisions quoted above in that Subsection IX(2) – namely Land Use Goals 1 and 7; Land Use Policies 1.1, 1.3, 1.4, 7.2 and 7.3; Housing Goals 1 and 3; Housing Policy 1.1; and Housing Objectives 4 and 5. On the other hand, a Rezone to that district would not be consistent with the Comprehensive Plan if the Comprehensive Plan designation is not changed from Industrial to Residential. The requested Rezone to the R-2 zone would also meet the requirements and intent of the City’s zoning ordinance so long as the requested Rezone satisfies all of the criteria for the approval of a Rezone that are set forth in this Section X of these recommendations.

(2) The development (proposed Rezone) makes adequate provisions for drainage, streets and other public ways, irrigation water, domestic water supply and sanitary wastes. Drainage, street, irrigation water, domestic water and sanitary waste improvements, as well as other improvements, which serve the existing residences are also adequate to serve the planned duplex.

(3) The development (proposed Rezone) adequately mitigates impacts identified under other GMC chapters and in particular GMC Title 18. The proposed Rezone has been determined to lack any probable significant adverse impacts on the environment through the SEPA Determination of Non-Significance (DNS) that was issued pursuant to GMC Title 18 on December 29, 2022, as the final threshold determination.

(4) The development (proposed Rezone) is beneficial to the public health, safety, morals and welfare and is in the public interest. The requested Rezone would be beneficial to the public health, safety, morals and welfare and would be in the public interest for several reasons. For example, the requested Rezone would convert two existing nonconforming residences into conforming uses and would allow a planned duplex to be constructed that would serve the housing needs of the City; the residential uses on the subject parcels have been and will continue to be compatible with nearby residential uses; there currently is more demand for additional residential uses than for additional industrial uses in the City; and the planned duplex will be required to comply with all applicable City codes and regulations.

(5) The development (proposed Rezone) does not lower the level of service of transportation below the minimum standards as shown within the Comprehensive Plan. If the development results in a level of service lower than those shown in the Comprehensive Plan, the development may be approved if improvements or strategies to raise the level of service are made concurrent with the development. For the purpose of this section, “concurrent with the development” is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development. The estimated additional eight average daily trips that would be generated by the

planned duplex would leave ample capacity for the adjacent South Elm Street to continue to operate above the requisite Level of Service (LOS) C which is prescribed for that two-lane paved street.

(6) The area, location and features of any land proposed for dedication are a direct result of the development proposal, are reasonably needed to mitigate the effects of the development, and are proportional to the impacts created by the development. Here this criterion is not applicable because there is no land proposed or required for dedication at this time.

In addition, Section 17.88.060 of the Grandview Municipal Code provides that the Hearing Examiner shall enter findings for a Rezone indicating whether the following additional criteria are satisfied:

(1) Whether the proposal is in accord with the goals and policies of the Comprehensive Plan. A Rezone of these three parcels to the R-2 Medium Density Residential District would be in accord with the goals and policies of the 2016 Comprehensive Plan set forth above in Subsection IX(2) of these recommendations.

(2) Whether the effect of the proposal on the immediate vicinity will be materially detrimental. The requested R-2 Medium Density Residential District zoning for these three parcels would not be materially detrimental to the immediate vicinity and would have merit and value for the community as a whole. The subject parcels are near existing residences and likely future residential development to the east. Although notice was given to nearby property owners by mailing, posting and publication, no members of the public submitted written comments or testimony in opposition to the requested R-2 zoning of the subject parcels.

(3) Whether there is merit and value in the proposal for the community as a whole. There is merit and value in the recommended zoning of the subject parcels for the community as a whole because the proposed Rezone would convert two existing nonconforming residences into conforming uses and would allow for construction of a duplex which would provide needed additional housing in a location that would be compatible and would not adversely impact any critical areas.

(4) Whether conditions should be imposed in order to mitigate any significant adverse impacts from the proposal. There is no need for conditions to be imposed in order to mitigate significant adverse impacts from the recommended zoning. The City's SEPA Determination of Non-Significance determined that no likely significant adverse environmental impacts would result from the requested amendment of the Comprehensive Plan designation or from the requested Rezone.

(5) Whether a development agreement should be entered into between the City and the petitioner and, if so, the terms and conditions of such an agreement. There is no need for a development agreement between the City and the applicant as a condition for approval of the requested R-2 zoning because the only planned additional development resulting from the requested Rezone would be one duplex.

CONCLUSIONS

Based upon the Findings, the Hearing Examiner concludes as follows:

(1) The Hearing Examiner has authority to recommend that the Grandview City Council approve amendments to Comprehensive Plan Future Land Use Map designations and approve Rezones that meet the criteria for approval.

(2) The public hearing notice requirements of the Grandview Municipal Code have been satisfied.

(3) SEPA environmental review completed pursuant to GMC Title 18 and RCW 43.21C resulted in the issuance of a final Determination of Non-Significance on December 29, 2022, which was not appealed.

(4) There is sufficient water, sewer and street capacity to serve the two existing residences and the additional planned duplex that would be constructed if

the requested Residential Comprehensive Plan designation and the requested R-2 zoning are approved.

(5) The requested Comprehensive Plan amendment and the requested Rezone would be compatible with nearby residential land uses.

(6) The public use and interest would be served by approval of the requested Comprehensive Plan amendment and the requested Rezone.

(7) The requested Comprehensive Plan amendment and the requested Rezone satisfy all of the standards and criteria for their approval.

RECOMMENDATIONS

The Hearing Examiner recommends that the Grandview City Council approve the requested amendment to the Comprehensive Plan Future Land Use Map designation of Assessor's Parcel Numbers 230924-41409, 230924-41410 and 230924-41411 from the Industrial designation to the Residential designation and approve the requested Rezone of the three parcels from the M-1 Light Industrial District to the R-2 Medium Density Residential District.

DATED this 25th day of January, 2023.



Gary M. Cuillier, Hearing Examiner



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Easting(R) | Northing(R)
Longitude(E) | Latitude(N)

Click Map to: **Get Information**

One Inch = 400 Feet
Feet 200 400 600

Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

MapScale: 1 Inch = 400 ft.

Overlays: Aerial Photography

FEMA Critical Areas
 Contours Utilities

MapSize: Small (800x600)

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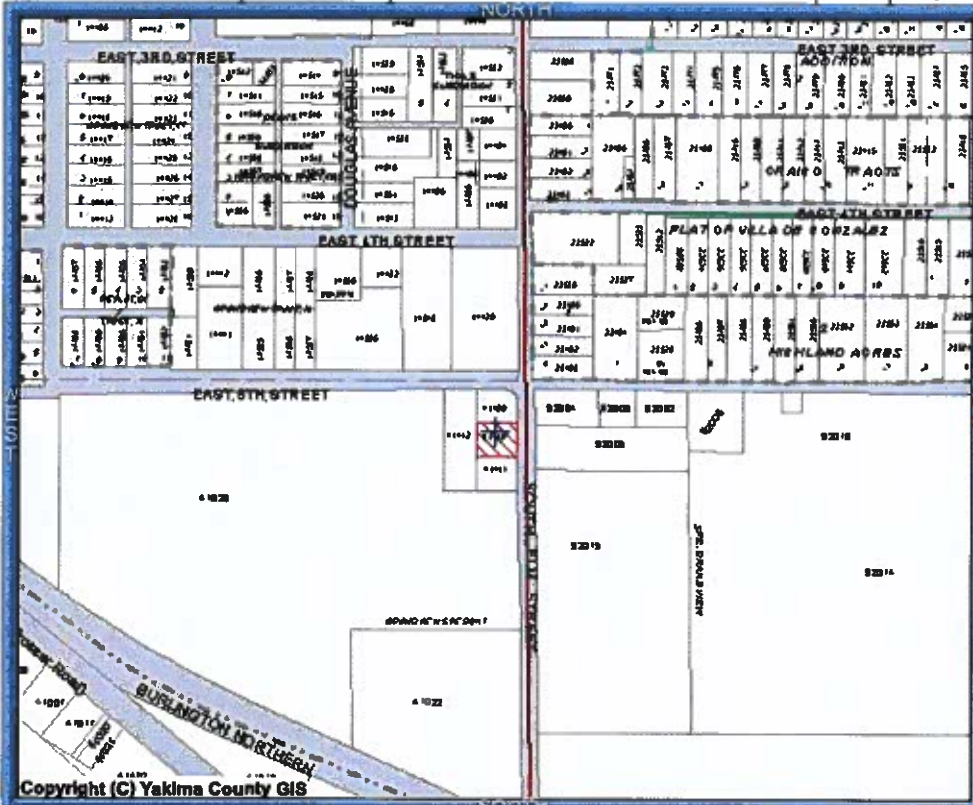
Map Report

PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 2/4/2023 11:30:05 PM				PRINTING					
		Parcel Address:	UN-ASSIGNED, WA			Printer-Friendly Page					
		Parcel Owner(s):	BUNCH INVESTMENTS LLC								
		Parcel Number:	23092341409	Parcel Size:	8180 Square Feet						
		Property Use:	11 Single Unit			Detailed Report					
TAX AND ASSESSMENT INFORMATION											
Tax Code Area (TCA):		440	Tax Year:		2023		Print Detailed MAP				
Improvement Value:		\$120500	Land Value:		\$39000						
Current Use Value:		\$0	Current Use Improvement:		\$0						
New Construction:		\$0	Total Assessed Value:		\$159500						
RESIDENTIAL INFORMATION											
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bltn)	Carport	SECTION MAPS	
FAIR/AVERAGE	1909	1.00	1084		0/0	2	0/2/0	0/0/0		Section Map 1in=400ft	
SALE INFORMATION								Qtr SECTION MAPS			
Excise	Sale Date	Sale Price	Grantor		Portion			No Sales Information Found.			
DISCLAIMER								While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or email us .			
NW Qtr 1"=200ft		NE-Qtr 1"=200ft		SW-Qtr 1"=200ft		SE-Qtr 1"=200ft					

OVERLAY INFORMATION									
Zoning:		Jurisdiction: Grandview							
Urban Growth Area:		Grandview		Future Landuse Designation: (Yakima County Plan 2015)					
FEMA 100 Year:		FEMA Map		FIRM Panel Number: 53077C1925D		Download Map			
LOCATION INFORMATION									
+ Latitude: 46° 15' 04.120"		+ Longitude: -119° 53' 41.232"		Range: 23		Township: 09		Section: 23	
Narrative Description: Section 23 Township 09 Range 23 Quarter SE: Plat 8PM AF#8162166 Lot 1									
DISCLAIMER									
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Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

MapScale: 1 inch = 400 ft.

Overlays: Aerial Photography:

FEMA Critical Areas
 Contours Utilities

MapSize: Small (800x600)

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Easting(N) | Northing(N)
Longitude(E) | Latitude(N)

Click Map to: **Get Information**

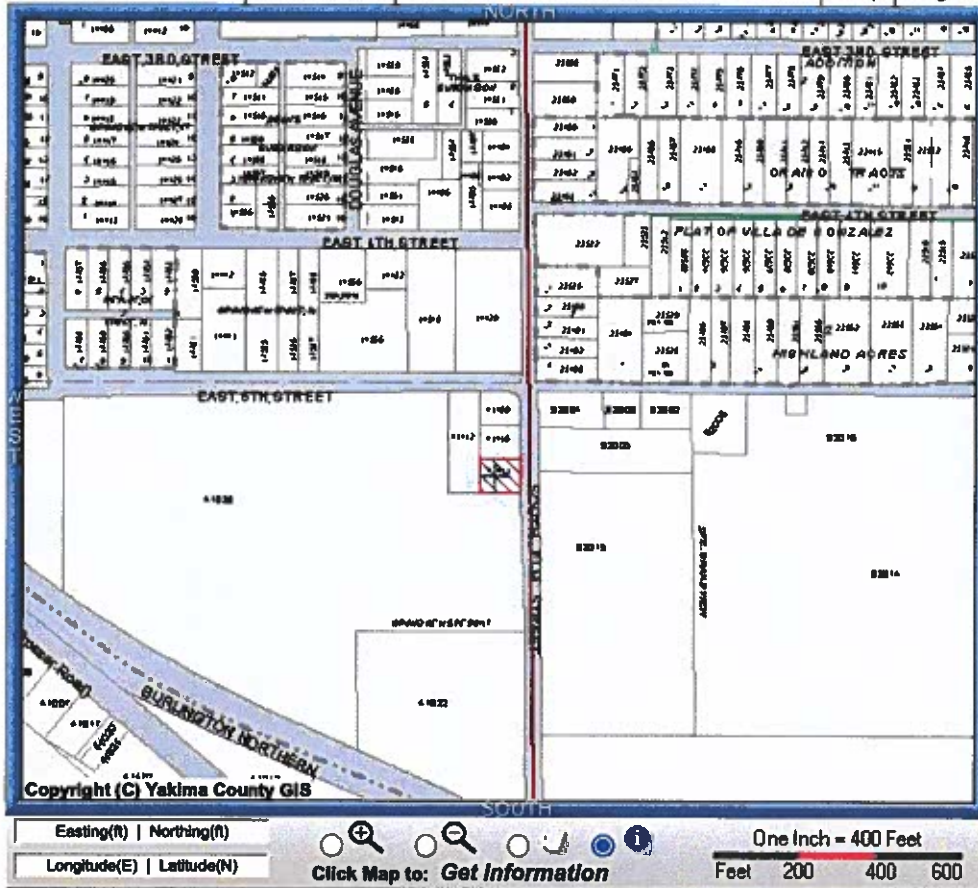
One Inch = 400 Feet
Feet 200 400 600

PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 2/4/2023 11:30:05 PM				PRINTING					
	Parcel Address:	UN-ASSIGNED, WA				Printer-Friendly Page					
	Parcel Owner(s):	BUNCH INVESTMENTS LLC									
	Parcel Number:	23092341410	Parcel Size:	8300 Square Feet		Detailed Report					
	Property Use:	91 Undeveloped Land									
TAX AND ASSESSMENT INFORMATION											
Tax Code Area (TCA):		440	Tax Year:		2023		Print Detailed MAP				
Improvement Value:		\$0		Land Value:		\$32700					
Current Use Value:		\$0		Current Use Improvement:		\$0					
New Construction:		\$0		Total Assessed Value:		\$32700					
RESIDENTIAL INFORMATION											
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bltn)	Carport	SECTION MAPS	
No Residence Information Found.										Section Map 1in=400ft	
SALE INFORMATION								Qtr SECTION MAPS			
Excise	Sale Date	Sale Price	No Sales	Grantor	Portion			NW-Qtr 1"=200ft NE-Qtr 1"=200ft SW-Qtr 1"=200ft SE-Qtr 1"=200ft			
No Sales Information Found.											
DISCLAIMER											
While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or small us .											

OVERLAY INFORMATION			
Zoning:		Jurisdiction:	Grandview
Urban Growth Area:	Grandview	Future Landuse Designation:	(Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D
		Download Map	
LOCATION INFORMATION			
+ Latitude: 46° 15' 03.335"		+ Longitude: -119° 53' 41.241"	
		Range: 23	Township: 09
		Section: 23	
Narrative Description: Section 23 Township 09 Range 23 Quarter SE: Plat SPM AF#8162166 Lot 2			
DISCLAIMER			
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Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

MapScale: 1 inch = 400 ft.

Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

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(509) 248-4442

Map Report

PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 2/4/2023 11:30:05 PM				PRINTING				
	Parcel Address:	UN-ASSIGNED, WA				Printer-Friendly Page	Detailed Report			
	Parcel Owner(s):	BUNCH INVESTMENTS LLC								
	Parcel Number:	23092341411	Parcel Size:	8385 Square Feet		Print Detailed MAP				
	Property Use:	11 Single Unit								
TAX AND ASSESSMENT INFORMATION										
Tax Code Area (TCA):		440	Tax Year:		2023					
Improvement Value:		\$131800	Land Value:		\$43500					
Current Use Value:		\$0	Current Use Improvement:		\$0					
New Construction:		\$0	Total Assessed Value:		\$175100					
RESIDENTIAL INFORMATION										
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bltin)	Carport	SECTION MAPS Section Map 1in=400ft
AVERAGE	1950	1.00	1324		0/0	3	1/0/0	0/0/0		
SALE INFORMATION								Qtr SECTION MAPS		
Excise	Sale Date	Sale Price	Grantor		Portion					
No Sales Information Found.								NW-Qtr 1"=200ft		NE-Qtr 1"=200ft
DISCLAIMER								SW-Qtr 1"=200ft		SF-Qtr 1"=200ft
While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or email us .										

OVERLAY INFORMATION			
Zoning:		Jurisdiction:	Grandview
Urban Growth Area:	Grandview	Future Landuse Designation:	(Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D
		Download Map	
LOCATION INFORMATION			
+ Latitude: 46° 15' 02.303"		+ Longitude: -119° 53' 41.371"	
Narrative Description: Section 23 Township 09 Range 23 Quarter SE: Plat 8PM AF#8162166 Lot 3		Range: 23 Township: 09 Section: 23	
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			

RESOLUTION NO. 2023-06

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE ADOPTION OF THE 2022 YAKIMA COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, all jurisdictions within Yakima County have exposure to natural hazards that increase the risk to life, property, environment and the County and local economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster mitigation programs; and

WHEREAS, a coalition of Yakima County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Yakima County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

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

1. Adopts in its entirety, the 2022 Yakima County Multi-Jurisdictional Hazard Mitigation Plan (the "Plan") as the jurisdiction's Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
2. Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
3. Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
4. Will continue its support of the Mitigation Planning Committee as described within the Plan.
5. Will help to promote and support the mitigation successes of all participants in this Plan.
6. Will incorporate mitigation planning as an integral component of government and partner operations.

7. Will provide an update of the Plan in conjunction with the County no less than every five (5) years.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on February 14, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Annex 1. City of Grandview

Grandview is located near the eastern border of Yakima County in south-central Washington State. Grandview is equidistant, 40 miles, from the city of Yakima and the Tri-Cities of Richland, Pasco, and Kennewick. Grandview is located along I-82, north of the Yakima River and surrounded by agricultural lands. The City's neighbors include Sunnyside to the northwest and Prosser to the southeast, both along I-82. As of the 2020 Census, the City's population was 11,075. Grandview encompasses about 6.3 square miles.

Hazard Identification and Risk Assessment

Representatives of the City of Grandview actively participated in the 2022 HMP Update as members of the planning committee. In addition to the countywide risk assessment, the City of Grandview identified the hazards that affect the city and revised the risk assessment to reflect probability, frequency, and potential impacts, as summarized in **Table 1-A** below. In the context of the countywide planning area, there are no hazards that are unique to the City of Grandview. Information on past events for each hazard can be found in Section 3 (Hazard Identification and Risk Assessment) in the base plan.

Table 1-A. Hazard Identification and Risk Assessment – City of Grandview		
Natural Hazards	2022 Countywide Risk Ranking	2022 City of Grandview Risk Ranking
Agriculture Disease Outbreak	Medium	Medium
Avalanche	Low	Low
Drought	Medium	Medium
Earthquake	Low	Low
Extreme Temperatures	Medium	Medium
Flood	High	Low
Landslide/Mudslide/Debris Torrent/Erosion	Medium	Low
Public Health Emergency	High	High
Severe Weather	Medium	Medium
Severe Winter Weather	High	High
Volcanic Eruption	Low	Low
Wildfire	High	High
Technological and Human-caused Hazards	2022 Countywide Risk Ranking	2022 City of Grandview Risk Ranking
Cyber Incident	Medium	Medium
Dam and Levee Failure	High	Low
Hazardous Materials Incident	High	High
Nuclear/Radiological Incident	Low	Low
Terrorism	Low	Low

Both Flood and Dam/Levee Failure risk levels are lower for Grandview than Yakima County as a whole, given the higher elevation of the city and location outside of both the 100-year floodplain and any mapped dam inundation areas. Risk levels for other hazards/threats are consistent with the county rankings. Specific hazard areas and vulnerabilities are described below.

- **Avalanche:** The City of Grandview is located outside of the identified avalanche hazard area and is not located along a transportation corridor that may be disrupted from a significant incident.
- **Drought:** Drought can impact the entirety of Yakima County, including Grandview. Irrigation water sources are split between city-owned wells and the Sunnyside Valley Irrigation District (Sunnyside Canal). The Grandview Municipal Code includes a provision for water conservation measures during a drought declaration, which has not been implemented since the 1990's.
- **Earthquake:** The seismic risk for Grandview is consistent with all of Yakima County. There are no active fault lines within or surrounding Grandview. The city's downtown core would be vulnerable to a significant earthquake event, given the age of most buildings. Critical facilities in Grandview, including water and wastewater, are built to current seismic standards.
- **Extreme Temperatures:** Extreme temperatures can impact the entirety of Yakima County, including Grandview. Grandview has two assisted living facilities – The Orchards and Grandview Assisted Living – who's residents may be more vulnerable to extreme heat events. There are also several group homes in the city and a large elderly population that are considered vulnerable. Extreme temperatures are expected to have an impact on the local agricultural industry if they are long duration or particularly severe.
- **Flood:** Grandview does not have any land located within the 100-year floodplain. The Euclid Lift Station, part of the City's wastewater treatment system, was at risk to flooding during the 1996 flooding event. The facility did not ultimately flood, but flooding at the facility could cause significant disruptions to the wastewater infrastructure. As noted above, the Sunnyside Canal is a potential source of flooding if it were to fail or be otherwise compromised.
- **Landslide:** Grandview has a low susceptibility and low incidence of landslides. There is no history of landslides or other geologic hazards in Grandview.
- **Severe Weather:** Severe weather can impact the entirety of Yakima County, including Grandview. There is some historic record of severe storms in the areas surrounding Grandview (including hail and wind events), but no specific damages within city limits. Vulnerable populations are noted above under the Extreme Temperatures hazard.
- **Severe Winter Weather:** Severe winter weather can impact the entirety of Yakima County, including Grandview. Heavy snow fall in 2001 caused some property damage, including collapsed roofs. Most critical facilities in Grandview are prepared with back-up power sources, including the fire station and police station, as well as some wells and lift stations. Grandview has identified the need for back-up power at several additional well sites, as well as local sheltering facilities. Vulnerable populations are noted above under the Extreme Temperatures hazard.

- **Volcanic Eruption:** Volcanic hazards, specifically ash fall, can impact the entirety of Yakima County, including Grandview. The city is not located within the Mt. Adams volcano hazard zone.
- **Wildfire:** Grandview does not have a higher wildfire hazard potential than other Yakima County communities. Large fires have burned in the Rattlesnake Hills north of the city, including the 2016 Range 12 fire. Due to its location on I-82, Grandview experiences limited impacts from transportation disruptions from wildfires. Grandview owns a wastewater facility site, about 1,000 acres of land, just south of the city. The facility is mostly surrounded by wildland, including sagebrush and grasses. In July 2022, about 500 acres of the property burned after a wildland fire jumped over the Yakima River. At the time of plan development, the City estimated approximately \$1 million in insurance claims. The Grandview Fire Department is still assessing potential mitigation actions, but there is a need to increased preparedness planning to protect the site, increase fire breaks, and potentially secure specialized firefighting resources to mitigate wildfire damages in the future.
- **Dam/Levee Failure:** Grandview is not located directly within the inundation area of any dams.
- **Hazardous Materials:** Grandview is at risk from hazardous materials traveling on I-82 and on the Burlington Northern Railroad, both of which pass through the city. Grandview experienced a fire in the early 2000's at the Wilbur-Ellis Site that closed I-82 for approximately 24 hours and required nearby evacuations. The Wilbur-Ellis site is one of two large suppliers of agricultural chemicals and fertilizers. Grandview is also home to several cold storage warehouses that are known to store anhydrous ammonia. Grandview experiences occasional hazardous materials releases from fixed facilities as well as from agricultural transportation along local roadways.

Capability Assessment

Capabilities are the programs and policies currently in use that could be used to implement the hazard mitigation strategy. Local capabilities may include regulatory tools such as plans and ordinances, administrative and technical expertise, or fiscal resources.

Regulatory Capabilities

Grandview last updated its Comprehensive Plan in 2016, and the municipal code was last updated and adopted in November 2021. Table 1-B lists key indicators of legal and regulatory capability to implement mitigation projects that are specific to the City of Grandview.

Table 1-B. City of Grandview Legal and Regulatory Capability Assessment				
Indicator	Local Authority	County Run	Other Authority	Comments
<i>Codes and Ordinances</i>				
Building Code	Yes			Title 15 of the Grandview Municipal Code establishes building and construction codes and regulations. Grandview has adopted the 2015 International Building Code.
Zoning	Yes			Title 17 of the Grandview Municipal Code establishes the local zoning ordinance.
Hazard-specific	Yes			Title 18 of the Grandview Municipal Code adopts the Yakima County Critical Areas Ordinance, which establishes standards for Frequently Flooded Areas and Geologically Hazardous Areas.
Subdivisions	Yes			Title 16 of the Grandview Municipal Code establishes the local subdivision ordinance.
Stormwater Management	Yes			Stormwater management and standards are addressed within Title 18 as part of the Critical Areas Ordinance.
Growth Management			Yes	The Washington State Growth Management Act (RCW Chapter 36.70A) directs growth management and comprehensive planning for Washington cities and counties.
Public Health and Safety	Yes			Some public safety and health ordinances are included in Title 8 of the Grandview Municipal Code. Title 2 establishes police and fire department authorities.
Environmental Protection	Yes			Grandview adopted a Critical Areas Ordinance which includes procedures for protecting wetlands, fish and wildlife habitat conservation areas, areas

Table 1-B. City of Grandview Legal and Regulatory Capability Assessment				
Indicator	Local Authority	County Run	Other Authority	Comments
				subject to certain hazards, and other environmentally sensitive lands.
Planning Documents				
Comprehensive	Yes			Grandview last updated its Comprehensive Plan in 2016.
Environmental Protection	Yes			Grandview is in the process of updating the Water and Sewer Comprehensive Plan.
Transportation			Yes	The Yakima Valley Conference of Governments manages the Yakima Valley Metropolitan and Regional Transportation Plan, last updated in 2020.
Response/Recovery Planning				
Comprehensive Emergency Management Plan (CEMP)			Yes	The City of Grandview is a member of the Yakima Valley Emergency Management and Yakima County Emergency Services Council. Grandview is a party to the 2019 CEMP.
Community Wildfire Protection Plan (CWPP)			Yes	Grandview is represented within the Yakima Valley Fire Adapted Communities Coalition, which was revising the CWPP at the time of HMP development (2022).
Continuity of Operations Plan (COOP)	Yes			The City of Grandview last updated its COOP more than five years ago and does not have a Continuity of Government Plan.

Administrative and Technical Capabilities

Grandview has a full-time City Administrator who manages the Public Works Department. The Grandview Police Department and Grandview Fire Department co-lead emergency operations for the city. Outside of these three positions, hazard mitigation administrative and technical capabilities are supported by contracted services as well as the Yakima Valley Council of Governments and Yakima County departments.

Table 1-C. City of Grandview Administrative and Technical Capability Assessment

Indicator	Available	Comments
Planners or engineers with knowledge of land development and land management	Yes	Yakima Valley Council of Governments; Contracted Services
Engineers or professionals trained in building or infrastructure construction	Yes	Contracted Services
Planners or engineers with an understanding of natural hazards	Yes	Contracted Services
Surveyors	Yes	Contracted Services
Personnel skilled or trained in GIS	Yes	Yakima County GIS
Emergency manager	Yes	Shared responsibility of the Fire Chief and Police Chief, supported through Yakima Valley Emergency Management
Floodplain manager	No	
Grant writers	Yes	Yakima Valley Council of Governments; Contracted Services
Other		

National Flood Insurance Program

The City of Grandview participates in the National Flood Insurance Program (NFIP) (CID #530218) and the last FIRM map for the area was issued on 11/18/2009 (FEMA, 2022). The City of Grandview does not currently participate in the Community Rating System (CRS) program. Table 1-D describes floodplain management capabilities and NFIP program compliance for Grandview.

Table 1-D. National Flood Insurance Program Compliance and Capabilities

What department is responsible for floodplain management in your jurisdiction?	Public Works Department
Are any certified floodplain managers on staff in your jurisdiction?	No
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? If so, please state what they are.	No
Do your flood hazard maps adequately address the flood risk within your jurisdiction? (If no, please state why)	Yes
Does your floodplain management staff need any assistance or training to support its floodplain management program? If so, what type of assistance/training is needed?	No
Does your jurisdiction participate in the Community Rating System (CRS)? If so, is your jurisdiction seeking to improve its CRS	No

Table 1-D. National Flood Insurance Program Compliance and Capabilities	
Classification? If not, is your jurisdiction interested in joining the CRS program?	

Mitigation Strategy

The City of Grandview identified and prioritized mitigation actions as a part of the countywide mitigation strategy. Grandview is included as either the coordinating agency or a partner agency on the actions listed in Table 1-E. The complete 2022 Hazard Mitigation Strategy is included as [Appendix E](#) to the base plan.

Table 1-E. City of Grandview 2022 Hazard Mitigation Strategy

Action #	Hazard	Action Items	Coordinating Organization	Participating Jurisdictions and Supporting Agencies	Priority
3	Avalanche Earthquake Landslide/Erosion Volcanic Eruption	Manage development in geologic hazard areas to reduce risk to existing and future development, as outlined in municipal codes and comprehensive plans.	City/Town Planning Departments and Building Officials	City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches	MODERATE
4	Cyber Threat/Attack	Complete a Security Risk Assessment to prioritize mediation tasks and mitigate vulnerabilities.	Yakima County Information Technology, City of Yakima Information Technology	Yakima Valley Emergency Management, Yakima County Fire Districts, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County	HIGH
7	Cyber Threat/Attack	Conduct training and exercises for cyber intrusions and other cyber threats to critical facilities, infrastructure, and government operations.	Yakima County Information Technology, City of Yakima Information Technology	Yakima Valley Emergency Management, Yakima County Fire Districts, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches	HIGH

Table 1-E. City of Grandview 2022 Hazard Mitigation Strategy

Action #	Hazard	Action Items	Coordinating Organization	Participating Jurisdictions and Supporting Agencies	Priority
14	Earthquake	Continue participation in the Great Shakeout program to increase earthquake risk awareness across the county.	Yakima Valley Office of Emergency Management	City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches	HIGH
18	Earthquake Severe Weather Severe Winter Storm	Develop an inventory of at-risk critical facilities and infrastructure, including unreinforced masonry and transportation assets, and prioritize projects.	Yakima Valley Office of Emergency Management	Yakima County GIS, Yakima County Public Services/Permit Services, Yakima County Fire Districts, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches	HIGH
19	Earthquake Severe Weather Severe Winter Weather Wildfire	Secure funding to purchase back-up power generators for critical facilities, including fire stations, emergency shelters, mass care sites, critical logistics, and water systems.	Yakima Valley Office of Emergency Management	Yakima County Fire Districts, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County	MODERATE

Table 1-E. City of Grandview 2022 Hazard Mitigation Strategy

Action #	Hazard	Action Items	Coordinating Organization	Participating Jurisdictions and Supporting Agencies	Priority
20	Extreme Temperatures Public Health Emergencies Wildfire Volcanic Eruption	Coordinate with local health, social services agencies, and community partners to issue personal protective actions and advance alert/warning for hazards that may lead to public health impacts, including wildfires (smoke/air quality), extreme temperatures, or other public health emergencies.	Yakima Valley Office of Emergency Management	Yakima Health District, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County	HIGH
21	Extreme Temperatures Wildfire Volcanic Eruption	Establish cooling and clean air shelters within public facilities to provide temporary shelter for vulnerable residents during extreme weather and poor air quality days.	Yakima Valley Office of Emergency Management	City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County	HIGH
22	Extreme Temperatures Volcanic Eruption	Develop an Emergency Water Distribution Plan.	Yakima Valley Office of Emergency Management	Irrigation Districts, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County	MODERATE

Table 1-E. City of Grandview 2022 Hazard Mitigation Strategy

Action #	Hazard	Action Items	Coordinating Organization	Participating Jurisdictions and Supporting Agencies	Priority
25	Flooding Wildfire	Develop a public awareness and education campaign about existing mitigation programs targeted to personal preparedness measures for homeowners (ex. FireWise, defensible space, insurance programs)	Yakima Valley Office of Emergency Management	Yakima County Flood Control District, Yakima County Fire Districts, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Hairrah, Town of Naches, Yakima County, Washington Resource Conservation and Development Council	HIGH
38	Flooding	Maintain compliance with current National Flood Insurance Program (NFIP) regulations to make flood insurance available to property owners. Consider entering, maintaining compliance with, or lowering Class rating for the FEMA Community Rating System (CRS), which rewards jurisdictions that are pro-active in public awareness and pre-hazard mitigation. Develop application meeting program requirements and implement.	Local Floodplain Officials	City of Grandview, City of Granger, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Hairrah, Town of Naches, Yakima County Flood Control Zone District, Yakima County	HIGH
39	Flooding	Consider entering, maintaining compliance with, or lowering Class rating for the FEMA Community Rating System (CRS), which rewards jurisdictions that are pro-active in public awareness and pre-hazard mitigation. Develop application meeting program requirements and implement.	Local Floodplain Officials	City of Grandview, City of Granger, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Naches, Yakima County	HIGH
40	Flooding	Acquire, relocate, or remove existing structures from flood hazard areas as identified in Comprehensive Flood Hazard Management Plans.	Yakima County Flood Control Zone District	Yakima County Planning Division, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Naches, Yakima County	HIGH

Table 1-E. City of Grandview 2022 Hazard Mitigation Strategy

Action #	Hazard	Action Items	Coordinating Organization	Participating Jurisdictions and Supporting Agencies	Priority
41	Flooding	Advance opportunistic cooperation with entities on their projects where flood risk reduction may result.	Yakima County Flood Control Zone District	City of Grandview, City of Granger, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County Public Services, Yakima Valley Emergency Management, Yakima County Roads	HIGH
46	Wildfire	Implement wildfire protection measures around the city's wastewater facilities to reduce risk, including fire breaks, planning for protective measures, and equipment purchases.	Grandview Fire Department Yakima County Fire District #5	City of Grandview	MODERATE
54	Wildfire	Research, identify, and implement planning and development policies to facilitate rebuilding during disaster recovery.	Yakima County Planning	City of Yakima Community Development, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County	MODERATE

Table 1-E. City of Grandview 2022 Hazard Mitigation Strategy

Action #	Hazard	Action Items	Coordinating Organization	Participating Jurisdictions and Supporting Agencies	Priority
59	Wildfire	Improve access/egress routes and signage.	Community Wildfire Protection Plan (CWPP) Steering Committee	Yakima County Fire Districts, Yakima Valley Emergency Management, Yakima County Building and Fire Division, Yakima County Roads Divisions, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County, Washington DOT, Washington DNR, U.S. Forest Service	HIGH
65	Multi-Hazard	Develop, enhance, and implement education programs aimed at mitigating hazards and reducing the risk to residents, public agencies, private property owners, businesses, and schools.	Yakima Valley Office of Emergency Management	Yakima County Flood Control Zone District, Yakima County Public Services, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County	HIGH
67	Multi-Hazard	Provide training and technical assistance for jurisdictions and emergency services providers to create Continuity of Operations Planning (COOP) planning programs. Integrate IT and cyber considerations within COOP resources.	Yakima Valley Office of Emergency Management	Yakima County IT, City of Yakima IT, Yakima County Flood Control Zone District, Yakima County Fire Districts, City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County	HIGH

Table 1-E. City of Grandview 2022 Hazard Mitigation Strategy

Action #	Hazard	Action Items	Coordinating Organization	Participating Jurisdictions and Supporting Agencies	Priority
68	Multi-Hazard	Support jurisdictions in updating and/or developing Continuity of Government (COG) Plans.	Yakima Valley Office of Emergency Management	City of Grandview, City of Granger, City of Moxee, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Yakima, Town of Harrah, Town of Naches, Yakima County	HIGH

ORDINANCE NO. 2023-03

AN ORDINANCE OF CITY OF GRANDVIEW, WASHINGTON GRANTING TO ZIPLY FIBER PACIFIC, LLC, (ZFP), A DELAWARE LIMITED LIABILITY COMPANY, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF TELECOMMUNICATIONS AND COMMUNICATIONS SERVICES

WHEREAS, Ziplly Fiber Pacific, LLC, (hereinafter "ZFP"), a Delaware limited liability company, has filed with the City of Grandview, State of Washington (the "City") a written application for a Franchise to locate, construct, operate, maintain a fiber optic communication system and personal wireless services facility and use such works, underground and overhead cables, equipment, pedestals, antenna and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of wireline and wireless telecommunications and communications services;

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such non-exclusive franchise be granted to the Franchisee.

NOW, THEREFORE, the City of Grandview, Washington does hereby ordain as follows:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 Franchisee. "Franchisee" means Ziplly Fiber Pacific, LLC, a Delaware limited liability company, and its lawful successors, transferee and assignee thereof.

1.2 City. "City" means City of Grandview, a municipal corporation of the State of Washington, and its respective successors and assigns.

1.3 Days. "Days" means business days.

1.4 Effective Date. "Effective Date" means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

1.5 Facilities. "Facilities" means, collectively, any and all transmission and distribution systems and appurtenances owned by the Franchisee, now and in the future in the Franchise Area, including but not limited to, poles, wires, pipes, conduits and other appliances and conductors for such Telecommunications system.

1.6 Franchise. "Franchise" means the grant by the City of rights, privileges and authority embodied in this Ordinance.

1.7 Franchise Area. “Franchise Area” means the surface and space above and below all rights-of-way for:

- (i) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways of the City, as now laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;
- (ii) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise;
- (iii) all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit the Franchisee to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- (iv) any other specifically designated City-owned property.

1.8 Maintenance, maintaining, or maintain. The meaning of the terms “Maintenance, maintaining, or maintain” includes, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing the Franchisee Facilities, vegetation management, digging and excavating, and restoration of affected right-of-way surfaces.

1.9 Parties. “Parties” means City and the Franchisee collectively.

1.10 Party. “Party” means either City or the Franchisee individually.

1.11 Person. “Person” means a business entity or natural person.

1.12 Public Project. “Public Project” means any City or other government-funded capital improvement project on the Rights-of-way or City property within the Franchise Area.

1.13 Right-of-way. “Right-of-way” means the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, utility easement and/or right-of-way now or hereafter held or administered by the City.

1.14 State. “State” means the State of Washington.

SECTION 2.0 GRANT OF FRANCHISE

City hereby grants to the Franchisee the right, power, privilege and authority to enter upon all roads, rights of way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the maintenance and operation of a telecommunications and communications system within the Franchise Area.

2.1 Effective Date

This Ordinance is effective as of the date of approval, passage and publication as required by law.

2.2 Term

The rights, privileges and Franchise hereby granted to the Franchisee will extend for a term of 25 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 25-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.3 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area.

2.4 Assignment Of Franchise

The Franchisee shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by law and Commission regulation, the Franchisee shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.5 Franchise Taxes, Fees and Costs

The Franchisee shall pay all permitting, license fees, costs and/or utility privilege taxes which it might be required to pay in connection with the issuance, maintenance, existence, continuation, or use of this Franchise, to the extent permitted by State law or the City ordinance now in effect or enacted during the term of this Franchise. The City reserves the right to designate the time and manner of payment of such fees, costs or taxes owed by the Franchisee in connection with this Franchise. To the extent that any Franchise fees, taxes or other costs are imposed on the Franchisee, as specifically provided by RCW 35.21.860, the city may not impose a franchise fee or any other fee or charge of whatever nature or description upon revenues derived by ZFP for use of the right-of-way.

SECTION 3.0 FRANCHISEE'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, the Franchisee shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over the Franchisee's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over the Franchisee's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of the Franchisee's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, the Franchisee shall be provided a written draft document for comment with a response period of not less than thirty days.

3.2 Facility Location and Non-Interference

The Franchisee shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable telecommunications service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair or relocation of the Franchisee's Facilities performed by the Franchisee in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

The Franchisee shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. The Franchisee does not warrant the accuracy of any such Facility location information provided and,

to the extent the location of Facilities is shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of the Franchisee or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management

The right of the Franchisee to maintain its Facilities shall include the right, as exercised in the Franchisee's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to the Franchisee's Facilities or pose a threat to public safety and welfare. The Franchisee or its agents may accordingly remove or limit the growth of vegetation which encroaches upon its Telecommunications transmission and distribution corridors within the Franchise Area.

3.5 Right Of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, the Franchisee is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights of way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. The Franchisee shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by the Franchisee after excavation, in accordance with applicable City and Franchisee specifications.

3.6 Emergency Work

In the event of an emergency requiring immediate action by the Franchisee to protect its Facilities, or the property of the City or other persons in the Franchise Area, the Franchisee may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

The City, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights of way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of this State.

4.1 Necessary Construction/Maintenance By City

The construction, operation and maintenance of the Franchisee's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to the Franchisee's Facilities, provided that the Franchisee shall be given not less than ten business days' notice of said work, and provided further that the City, its agents and contractors, shall be liable for any damages, including any

consequential damages to third parties, caused by said work to any installations belonging to the Franchisee.

4.2 Removal Of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct the Franchisee to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. If it becomes necessary for the City to remove the designated Facilities the City shall be paid the reasonable and actual costs of removal by the Franchisee.

4.3 Vacation Of Properties By City

If, at any time, the City shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to the Franchisee for the purpose of operating and maintaining the Franchisee's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to the Franchisee for the Franchisee's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with the Franchisee's full enjoyment and use of said easement.

SECTION 5.0 RELOCATION OF FRANCHISEE'S FACILITIES

5.1 Public Project Construction

Whenever the City causes the construction of any Public Project and/or the alteration or improvement of any road, highway or Right-of-way within the Franchise Area, and such construction necessitates the relocation of the Franchisee's Facilities from their existing location to another location within the Franchise Area, such relocation will be at no cost to the City. City shall notify the Franchisee of any intended or expected requirement or request to relocate the Franchisee's Facilities as early as practicable, but not less than 90 days prior to any such relocation. After receipt of such notice, the Franchisee shall complete relocation of its Facilities at least ten days prior to commencement of the project or an agreed upon date by both parties. If any relocation to accommodate the City forces the Franchisee off of a Right-of-way then City will make a reasonable effort to accommodate said relocation on alternative public Right-of-way.

5.2 Public Project Related Relocation Costs

The City shall have no responsibility for the costs of the relocations described in Section 5.1 unless City has failed to provide the required advanced notice, then any and all reasonable excess costs caused by the failure to provide such notice shall be paid by the City. If the City requires the subsequent relocation of any the Franchisee Facilities previously relocated per Section 5.1, due to a Public Project within five years from the date of the initial relocation, the City shall bear the entire cost of such subsequent relocation.

5.3 Relocation Of Facilities Requested By Third Parties

If the Franchisee's Facilities within the Franchise Area are to be relocated at the request of or for the primary benefit of a third party (including compliance by such party with any condition or requirement associated with approvals or permits to be obtained pursuant to any zoning, land use, construction or other development regulation), the City shall not require the Franchisee to relocate its Facilities until such time as the third party has entered into an

agreement with the Franchisee for the up-front reimbursement of Facility relocation costs, as specified by applicable tariffs.

5.4 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes related to a Public Project, the City shall apply for such funds and the Franchisee will be reimbursed to the extent any such funds are actually obtained.

SECTION 6.0 INSURANCE AND INDEMNIFICATION

6.1 Insurance

Within ninety (90) days following the grant of a franchise, the Franchisee shall obtain, pay all premiums for and make available to the City at its request copies of the following insurance policies:

- (i) A general comprehensive liability policy indemnifying, defending and saving harmless the City, its officers, boards, commissions, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Franchisee under the franchise herein granted, or alleged to have been so caused or occurred, with a minimum liability of One Million Dollars (\$1,000,000) per personal injury or death of any one person, and Two Million Dollars (\$2,000,000) for personal injury or death of any two or more persons in any one occurrence;
- (ii) Property damage insurance for property damage occasioned by the operation of the Franchisee under the franchise herein granted, or alleged to have been so caused or occurred, with a minimum liability of One Million Dollars (\$1,000,000) for property damage to any one person and Two Million Dollars (\$2,000,000) for property damage to the property of two or more persons in any one occurrence;
- (iii) All insurance policies called for herein shall be in a form satisfactory to the City and shall require thirty (30) days written notice of any cancellation to both the City and the Franchisee. The Franchisee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within thirty (30) days following receipt by the City or the Franchisee of any notice of cancellation.

6.2 Indemnification of the City

The Franchisee agrees to defend and indemnify the City, its appointed and elected officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the construction, installation, maintenance, condition or operation of the Franchisee's Facilities in the Franchise Area; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, its employees or agents.

6.3 Indemnification of the Franchisee

City agrees to defend and indemnify the Franchisee, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the Franchisee may sustain, incur, become liable for, or be

required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its officers, employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of the Franchisee, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Revocation and Forfeiture of Franchise

If the Franchisee shall willfully violate or fail to comply with any of the provisions of this Franchise through willful and unreasonable neglect or willful and unreasonable failure to heed or comply with any notice given the Franchisee under the provisions of this grant, this Franchise may be revoked by the City and the Franchisee shall forfeit all rights conferred under the Franchise; provided, however, the City shall give 90-days' written notice of its intention to revoke the Franchise during which period the Franchisee shall have the opportunity to remedy any breach.

7.3 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise, that cannot be resolved by Department counterparts representing the Parties, shall be submitted to the City's Attorney and a representative of the Franchisee's Legal Department for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.4 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or the Franchisee to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity. Any litigation between the City and the Franchisee arising under or regarding this Franchise shall occur, if in the state courts, in Yakima County Superior Court, and if in the federal courts, in the United States District Court for the Eastern District of Washington.

7.5 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise As Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that the Franchisee is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond the Franchisee's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, epidemics and pandemics, war or other hostilities and civil commotion, then the Franchisee's performance shall be excused during the period of the Force majeure occurrence. the Franchisee will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence the Franchisee will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Severability

The Franchise is granted pursuant to the laws of the State of Washington relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the Franchisee.

8.4 Changes or Amendments

No change or amendment to this Franchise shall be effective until lawfully adopted by the City and agreed to by the Franchisee.

8.5 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and the Franchisee's applicable Tariff on file with the Commission, the Tariff shall control.

8.6 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.7 Acceptance of Franchise

The Franchisee shall, within 30 days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.8 Franchise Effective Date

The Effective Date of this Franchise shall be February 19, 2023, provided that it has been duly accepted by the Franchisee as specified above. This Ordinance shall be in full force and effective five (5) days following its passage, approval and publication.

Passed and adopted by the City Council of the CITY OF GRANDVIEW, Washington the 14th day of February, 2023.

Mayor Gloria Mendoza

Attest: _____
Anita Palacios, City Clerk

Approved as to form and content:

Quinn Plant, City Attorney

PUBLICATION: 2/15/2023
EFFECTIVE: 2/19/2023

Letter of Acceptance by Zply Fiber Pacific, LLC Franchisee

HONORABLE MAYOR AND CITY COUNCIL
CITY OF GRANDVIEW, STATE OF WASHINGTON

IN RE: City of GRANDVIEW, Ordinance No. 2023-03

“Granting a Franchise to Zply Fiber Pacific, LLC Franchisee for the Construction, Operation and Maintenance of Telecommunications Facilities Within the City.”

Zply Fiber Pacific, LLC, Franchisee, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Grandview. This acceptance is executed on _____, 2023.

Zply Fiber Pacific, LLC

By:



George Baker Thomson, Jr.
Associate General Counsel

Copy Received for the City of Grandview

On: February 14, 2023

By: Mayor Gloria Mendoza

Mayor Gloria Mendoza

ORDINANCE NO. 2023-04

AN ORDINANCE OF CITY OF GRANDVIEW, WASHINGTON GRANTING TO ZIPLY WIRELESS, LLC, (ZW), A DELAWARE LIMITED LIABILITY COMPANY, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF TELECOMMUNICATIONS AND COMMUNICATIONS SERVICES

WHEREAS, Ziplly Wireless, LLC, (hereinafter "ZW"), a Delaware limited liability company, has filed with the City of Grandview, State of Washington (the "City") a written application for a Franchise to locate, construct, operate, maintain a fiber optic communication system and personal wireless services facility and use such works, underground and overhead cables, equipment, pedestals, antenna and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of wireline and wireless telecommunications and communications services;

WHEREAS, the City Council has found it desirable for the welfare of the City and its residents that such non-exclusive franchise be granted to the Franchisee.

NOW, THEREFORE, the City of Grandview, Washington does hereby ordain as follows:

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 Franchisee. "Franchisee" means Ziplly Wireless, LLC, a Delaware limited liability company, and its lawful successors, transferee and assignee thereof.

1.2 City. "City" means City of Grandview, a municipal corporation of the State of Washington, and its respective successors and assigns.

1.3 Days. "Days" means business days.

1.4 Effective Date. "Effective Date" means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

1.5 Facilities. "Facilities" means, collectively, any and all transmission and distribution systems and appurtenances owned by the Franchisee, now and in the future in the Franchise Area, including but not limited to, poles, wires, pipes, conduits and other appliances and conductors for such Telecommunications system.

1.6 Franchise. "Franchise" means the grant by the City of rights, privileges and authority embodied in this Ordinance.

1.7 Franchise Area. “Franchise Area” means the surface and space above and below all rights-of-way for:

- (i) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways of the City, as now laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;
- (ii) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise;
- (iii) all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit the Franchisee to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- (iv) any other specifically designated City-owned property.

1.8 Maintenance, maintaining, or maintain. The meaning of the terms “Maintenance, maintaining, or maintain” includes, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing the Franchisee Facilities, vegetation management, digging and excavating, and restoration of affected right-of-way surfaces.

1.9 Parties. “Parties” means City and the Franchisee collectively.

1.10 Party. “Party” means either City or the Franchisee individually.

1.11 Person. “Person” means a business entity or natural person.

1.12 Public Project. “Public Project” means any City or other government-funded capital improvement project on the Rights-of-way or City property within the Franchise Area.

1.13 Right-of-way. “Right-of-way” means the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, utility easement and/or right-of-way now or hereafter held or administered by the City.

1.14 State. “State” means the State of Washington.

SECTION 2.0 GRANT OF FRANCHISE

City hereby grants to the Franchisee the right, power, privilege and authority to enter upon all roads, rights of way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for the maintenance and operation of a telecommunications and communications system within the Franchise Area.

2.1 Effective Date

This Ordinance is effective as of the date of approval, passage and publication as required by law.

2.2 Term

The rights, privileges and Franchise hereby granted to the Franchisee will extend for a term of 25 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 25-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.3 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area.

2.4 Assignment Of Franchise

The Franchisee shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by law and Commission regulation, the Franchisee shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.5 Franchise Taxes, Fees and Costs

The Franchisee shall pay all permitting, license fees, costs and/or utility privilege taxes which it might be required to pay in connection with the issuance, maintenance, existence, continuation, or use of this Franchise, to the extent permitted by State law or the City ordinance now in effect or enacted during the term of this Franchise. The City reserves the right to designate the time and manner of payment of such fees, costs or taxes owed by the Franchisee in connection with this Franchise. To the extent that any Franchise fees, taxes or other costs are imposed on the Franchisee, as specifically provided by RCW 35.21.860, the city may not impose a franchise fee or any other fee or charge of whatever nature or description upon revenues derived by ZW for use of the right-of-way.

SECTION 3.0 FRANCHISEE'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, the Franchisee shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over the Franchisee's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over the Franchisee's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of the Franchisee's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, the Franchisee shall be provided a written draft document for comment with a response period of not less than thirty days.

3.2 Facility Location and Non-Interference

The Franchisee shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable telecommunications service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair or relocation of the Franchisee's Facilities performed by the Franchisee in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

The Franchisee shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. The Franchisee does not warrant the accuracy of any such Facility location information provided and,

to the extent the location of Facilities is shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of the Franchisee or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management

The right of the Franchisee to maintain its Facilities shall include the right, as exercised in the Franchisee's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to the Franchisee's Facilities or pose a threat to public safety and welfare. The Franchisee or its agents may accordingly remove or limit the growth of vegetation which encroaches upon its Telecommunications transmission and distribution corridors within the Franchise Area.

3.5 Right Of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, the Franchisee is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights of way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. The Franchisee shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by the Franchisee after excavation, in accordance with applicable City and Franchisee specifications.

3.6 Emergency Work

In the event of an emergency requiring immediate action by the Franchisee to protect its Facilities, or the property of the City or other persons in the Franchise Area, the Franchisee may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

The City, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights of way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of this State.

4.1 Necessary Construction/Maintenance By City

The construction, operation and maintenance of the Franchisee's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to the Franchisee's Facilities, provided that the Franchisee shall be given not less than ten business days' notice of said work, and provided further that the City, its agents and contractors, shall be liable for any damages, including any

consequential damages to third parties, caused by said work to any installations belonging to the Franchisee.

4.2 Removal Of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct the Franchisee to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. If it becomes necessary for the City to remove the designated Facilities the City shall be paid the reasonable and actual costs of removal by the Franchisee.

4.3 Vacation Of Properties By City

If, at any time, the City shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to the Franchisee for the purpose of operating and maintaining the Franchisee's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to the Franchisee for the Franchisee's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with the Franchisee's full enjoyment and use of said easement.

SECTION 5.0 RELOCATION OF FRANCHISEE'S FACILITIES

5.1 Public Project Construction

Whenever the City causes the construction of any Public Project and/or the alteration or improvement of any road, highway or Right-of-way within the Franchise Area, and such construction necessitates the relocation of the Franchisee's Facilities from their existing location to another location within the Franchise Area, such relocation will be at no cost to the City. City shall notify the Franchisee of any intended or expected requirement or request to relocate the Franchisee's Facilities as early as practicable, but not less than 90 days prior to any such relocation. After receipt of such notice, the Franchisee shall complete relocation of its Facilities at least ten days prior to commencement of the project or an agreed upon date by both parties. If any relocation to accommodate the City forces the Franchisee off of a Right-of-way then City will make a reasonable effort to accommodate said relocation on alternative public Right-of-way.

5.2 Public Project Related Relocation Costs

The City shall have no responsibility for the costs of the relocations described in Section 5.1 unless City has failed to provide the required advanced notice, then any and all reasonable excess costs caused by the failure to provide such notice shall be paid by the City. If the City requires the subsequent relocation of any the Franchisee Facilities previously relocated per Section 5.1, due to a Public Project within five years from the date of the initial relocation, the City shall bear the entire cost of such subsequent relocation.

5.3 Relocation Of Facilities Requested By Third Parties

If the Franchisee's Facilities within the Franchise Area are to be relocated at the request of or for the primary benefit of a third party (including compliance by such party with any condition or requirement associated with approvals or permits to be obtained pursuant to any zoning, land use, construction or other development regulation), the City shall not require the Franchisee to relocate its Facilities until such time as the third party has entered into an

agreement with the Franchisee for the up-front reimbursement of Facility relocation costs, as specified by applicable tariffs.

5.4 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes related to a Public Project, the City shall apply for such funds and the Franchisee will be reimbursed to the extent any such funds are actually obtained.

SECTION 6.0 INSURANCE AND INDEMNIFICATION

6.1 Insurance

Within ninety (90) days following the grant of a franchise, the Franchisee shall obtain, pay all premiums for and make available to the City at its request copies of the following insurance policies:

- (i)** A general comprehensive liability policy indemnifying, defending and saving harmless the City, its officers, boards, commissions, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Franchisee under the franchise herein granted, or alleged to have been so caused or occurred, with a minimum liability of One Million Dollars (\$1,000,000) per personal injury or death of any one person, and Two Million Dollars (\$2,000,000) for personal injury or death of any two or more persons in any one occurrence;
- (ii)** Property damage insurance for property damage occasioned by the operation of the Franchisee under the franchise herein granted, or alleged to have been so caused or occurred, with a minimum liability of One Million Dollars (\$1,000,000) for property damage to any one person and Two Million Dollars (\$2,000,000) for property damage to the property of two or more persons in any one occurrence;
- (iii)** All insurance policies called for herein shall be in a form satisfactory to the City and shall require thirty (30) days written notice of any cancellation to both the City and the Franchisee. The Franchisee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within thirty (30) days following receipt by the City or the Franchisee of any notice of cancellation.

6.2 Indemnification of the City

The Franchisee agrees to defend and indemnify the City, its appointed and elected officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the construction, installation, maintenance, condition or operation of the Franchisee's Facilities in the Franchise Area; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, its employees or agents.

6.3 Indemnification of the Franchisee

City agrees to defend and indemnify the Franchisee, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the Franchisee may sustain, incur, become liable for, or be

required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its officers, employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of the Franchisee, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Revocation and Forfeiture of Franchise

If the Franchisee shall willfully violate or fail to comply with any of the provisions of this Franchise through willful and unreasonable neglect or willful and unreasonable failure to heed or comply with any notice given the Franchisee under the provisions of this grant, this Franchise may be revoked by the City and the Franchisee shall forfeit all rights conferred under the Franchise; provided, however, the City shall give 90-days' written notice of its intention to revoke the Franchise during which period the Franchisee shall have the opportunity to remedy any breach.

7.3 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise, that cannot be resolved by Department counterparts representing the Parties, shall be submitted to the City's Attorney and a representative of the Franchisee's Legal Department for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.4 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or the Franchisee to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity. Any litigation between the City and the Franchisee arising under or regarding this Franchise shall occur, if in the state courts, in Yakima County Superior Court, and if in the federal courts, in the United States District Court for the Eastern District of Washington.

7.5 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise As Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that the Franchisee is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond the Franchisee's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, epidemics and pandemics, war or other hostilities and civil commotion, then the Franchisee's performance shall be excused during the period of the Force majeure occurrence. the Franchisee will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence the Franchisee will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Severability

The Franchise is granted pursuant to the laws of the State of Washington relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the Franchisee.

8.4 Changes or Amendments

No change or amendment to this Franchise shall be effective until lawfully adopted by the City and agreed to by the Franchisee.

8.5 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this Franchise and the Franchisee's applicable Tariff on file with the Commission, the Tariff shall control.

8.6 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.7 Acceptance of Franchise

The Franchisee shall, within 30 days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.8 Franchise Effective Date

The Effective Date of this Franchise shall be February 19, 2023, provided that it has been duly accepted by the Franchisee as specified above. This Ordinance shall be in full force and effective five (5) days following its passage, approval and publication.

Passed and adopted by the City Council of the CITY OF GRANDVIEW, Washington the 14th day of February, 2023.

Mayor Gloria Mendoza

Attest: _____
Anita Palacios, City Clerk

Approved as to form and content:

Quinn Plant, City Attorney

PUBLICATION: 2/15/2023
EFFECTIVE: 2/19/2023

Letter of Acceptance by Ziplly Wireless, LLC Franchisee

HONORABLE MAYOR AND CITY COUNCIL
CITY OF GRANDVIEW, STATE OF WASHINGTON


IN RE: City of GRANDVIEW, Ordinance No. 2023-04

“Granting a Franchise to Ziplly Wireless, LLC Franchisee for the Construction, Operation and Maintenance of Telecommunications Facilities Within the City.”

Ziplly Wireless, LLC, Franchisee, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Grandview. This acceptance is executed on _____, 2023.

Ziplly Wireless, LLC

By:


George Baker Thomson, Jr.
Associate General Counsel

Copy Received for the City of Grandview

On: February 14, 2023

By: Mayor Gloria Mendoza

Mayor Gloria Mendoza

RESOLUTION NO. 2023-07

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2023-01 WITH HLA ENGINEERING AND LAND
SURVEYING, INC., FOR THE EAST GAME POND PIPELINE REPLACEMENT**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to enter into a Task Order with HLA to provide professional engineering and land surveying services for the East Game Pond Pipeline Replacement,

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

The Mayor is hereby authorized to sign Task Order No. 2023-01 with HLA Engineering and Land Surveying, Inc., for the East Game Pond Pipeline Replacement with an estimated fee for services in the amount of \$95,000.00 for design engineering and \$110,000.00 for construction engineering, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on February 14, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2023-01

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

East Game Pond Pipeline Replacement
HLA Project No. 23037E

The existing irrigation pipeline serving the East Game Ponds at the City's Wastewater Treatment Plant (WWTP) was severely damaged in a wildfire and needs to be replaced. The City received authorization from their insurance provider for \$750,000 to complete the repairs. Additional funding up to \$300,000 is also anticipated to be provided by the Washington Department of Fish and Wildlife (WDFW) to support the pipeline replacement project through pre-purchase of materials and/or reimbursement of engineering costs. WDFW funding must be spent by June 30, 2023. The scope of services included in this Task order will include furnishing final plans and specifications, bidding support services, and construction engineering services.

SCOPE OF SERVICES:

At the direction of the City of Grandview (CITY), HLA shall provide professional engineering services for the East Game Pond Pipeline Replacement project (PROJECT). HLA services shall include the following:

1.0 Design Engineering

- 1.1 Perform field investigations as necessary to design the identified improvements.
- 1.2 Call for utility locates prior to survey and perform topographic survey of the PROJECT area as required to complete design, plans, and specifications.
- 1.3 Prepare site topographic survey in AutoCAD format showing field-located improvements and utilities.
- 1.4 Attend two (2) design meetings with the CITY to obtain input regarding existing and proposed improvements.
- 1.5 Assist CITY with preparation of an interlocal agreement with WDFW for participation in the PROJECT. WDFW participation in the project is anticipated to include pre-purchase of pipeline replacement materials and reimbursement of engineering expenses. Provide material quantities and specifications to WDFW for material pre-purchase bid package. Bid package, advertisement, and contract award to be completed by WDFW.
- 1.6 Prepare final design plans, specifications, and estimate for the CITY and provide a complete plan set, including plan sheets with construction notes and plan details.
- 1.7 Upon authorization from the CITY, furnish electronic copies of final documents suitable for bidding. Five (5) printed copies of the contract documents will be made for later distribution to the CITY and Contractor after the contract is awarded. It is assumed no more than one (1) bid package will be prepared corresponding to one (1) construction phase.
- 1.8 Prepare the advertisement for bids and transmit to newspapers as selected by the CITY. Advertising fees will be paid by the CITY.

- 1.9 Post contract documents to HLA website for potential bidders and plan center access and maintain planholder list.
- 1.10 Notify dry utility companies of pending construction, including power, cable, natural gas, and telephone and direct them to HLA website for plans and specifications.
- 1.11 Answer and supply such information as requested by prospective bidders.
- 1.12 Prepare and issue addenda to contract documents, if necessary.
- 1.13 Attend PROJECT bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.
- 1.14 Prepare administrative documents to the appropriate agencies which have jurisdiction over funding, design, and construction of the PROJECT.

2.0 Construction Engineering

- 2.1 Following award of the Contract by the CITY, prepare and transmit Notice of Award to the Contractor.
- 2.2 Coordinate execution of construction contract with the CITY and Contractor, including review of bond and insurance requirements.
- 2.3 Coordinate and facilitate the preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.4 Prepare and issue Notice to Proceed to the Contractor.
- 2.5 Furnish field survey crew necessary to set horizontal and vertical control for the PROJECT, including construction staking.
- 2.6 Furnish a qualified resident engineer (inspector) to observe PROJECT construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
- 2.8 Field measure and/or compute pay item quantities. Prepare and file PROJECT progress reports with the CITY, and provide monthly progress pay estimates to the CITY.
- 2.9 Interpret plans and specifications when necessary.
- 2.10 Administer coordinated construction progress meetings for the PROJECT, anticipated to be a maximum of one (1) per week throughout construction duration.
- 2.11 Consult and advise the CITY during construction and make a final report of the completed work.
- 2.12 If required, monitor Contractor and subcontractor compliance with State labor standards during construction, including checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
- 2.13 Review materials testing results for compliance with the plans and specifications.
- 2.14 Prepare and submit proposed contract change orders when applicable.
- 2.15 Conduct final PROJECT walk-through inspection with the CITY and Contractor and prepare final punch list of items to be corrected by the Contractor and provide to the CITY.

- 2.16 Prepare and furnish record drawings and field notes of all completed work from as built drawings and field records provided by the resident engineer and Contractor.
- 2.17 Prepare final pay estimate and contract closeout package.

3.0 Additional Services

- 3.1. Provide professional engineering and construction services for additional work requested by the CITY that is not included in this Task Order.

4.0 Items to be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 4.1. Provide full information as to CITY requirements of the PROJECT.
- 4.2. Assist HLA by providing all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction.
- 4.3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4. Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.
- 4.5. Pay for project bid advertisement costs.

TIME OF PERFORMANCE:

Following receipt of signed Task Order, HLA will diligently pursue completion of the PROJECT as follows:

1.0 Design Engineering

HLA will provide plans, specifications, and estimate within sixty (60) calendar days from the date of receipt of signed Task Order. Final plans, specifications, and estimate for the PROJECT are intended to be completed in time for bid advertisement in April 2023 and construction contract award in May 2023.

2.0 Construction Engineering

Construction engineering services for the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings. A maximum of fifty (50) working days has been assumed for the construction of all improvements. Should either the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, construction engineering services beyond fifty (50) total working days shall be considered additional services.

3.0 Additional Services

Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

For the services furnished by HLA as described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for design engineering shall be performed for the lump sum fee of \$95,000.00.


2.0 Construction Engineering

All work for construction engineering services shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses for an estimated fee of \$110,000.00.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

Proposed:



HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

1/25/2023
Date

Approved:

City of Grandview
Gloria Mendoza, Mayor

Date