

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MARCH 28, 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

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
 - A. WWTP Energy Upgrades Incentive Rebate – Lori Wyman, Pacificorp Regional Business Manager and Craig Phillips, Cascade Energy**
- 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 March 14, 2023 Committee-of-the-Whole meeting 1-10**
 - B. Minutes of the March 14, 2023 Council meeting 11-15**
 - C. Payroll Check Nos. 13201-13215 in the amount of \$102,997.51**
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61010-61014 in the amount of \$93,210.45**
 - E. Payroll Direct Deposit 03/01/23-03/15/23 in the amount \$123,655.71**
 - F. Claim Check Nos. 126135-126216 in the amount of \$449,770.18**
- 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. Open Record Public Hearing – Elite Comprehensive Plan Text Amendment 16-18**
 - Grandview Hearing Examiner Public Hearing Packet dated February 23, 2023 and February 28, 2023 is included as part of the agenda packet per reference in the Hearing Examiner’s Recommendation and Decision (1-46)**

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B. Ordinance No. 2023-06 approving Text Amendments to the Residential Designations of the Comprehensive Plan	19-33
C. Resolution No. 2023-15 approving a Mutual Aid Agreement for Fire Protection and Emergency Services between U.S. Department of Energy – Hanford Site and the City of Grandview Fire Department	34-37
D. Resolution No. 2023-16 accepting the fuel bid from Valley Wide Co-op for the year beginning April 1, 2023 to March 31, 2024	38-46
E. Resolution No. 2023-17 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S.	47-57
F. Resolution No. 2023-28 authorizing application to the Yakima County Supporting Investments in Economic Development (SIED) Board to fund the Wine Country Road and Higgins Way Improvement Project	58
8. UNFINISHED AND NEW BUSINESS	
A. Letter of Resignation – Councilmember Jessie Espinoza	
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, March 28, 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/86429230941?pwd=SDV5RDk3S25tbllTc1pJWXJMcUJJZz09>

To join via phone: +1 253 215 8782

Meeting ID: 864 2923 0941

Passcode: 180915

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
MARCH 14, 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 Jessie Espinoza, Laura Flores, Bill Moore (Mayor Pro Tem) and Joan Souders

Present via teleconference: Councilmember David Diaz

Absent: Councilmembers Robert Ozuna and Javier Rodriguez

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

3. PUBLIC COMMENT

Chamber of Commerce Update – Cody Goepfner provided a Chamber of Commerce update, a copy of which is attached hereto and incorporated herein as part of these minutes.

4. NEW BUSINESS

A. Wine Country Road Roundabout and Utility Improvements Update

Present on behalf of HLA Engineering and Land Surveying, Inc., was City Engineers Stephen Hazzard and Charskie Kinloch.

City Engineers presented an update on the Wine Country Road Roundabout and Utility Improvements. A current layout and design progress was provided. Updated funding amounts to include current funding based on the engineer's estimate was as follows: City of Grandview in the amount of \$113,169; TIB Funds in the amount of \$1,512,684; SIED Board in the amount of \$168,100 for a total of \$1,793,953. It was noted that the anticipated funding cost estimate included \$160,000 for center island treatment which was subject to change. The utility improvements were included within the budget provided by SIED. They explained the construction sequencing, temporary pavement, illumination and pigmented concrete and island treatments.

Discussion took place. No action was taken.

B. Grandview Wastewater Treatment Plant Upgrade Overview

Present on behalf of HLA Engineering and Land Surveying, Inc., was City Engineers Dean Smith and Rob Scott.

City Engineers provided an overview of the Wastewater Treatment Plant upgrade as follows:

Department of Ecology:

The Department of Ecology would be requiring unlined lagoons to be taken out of service.

Growth:

Instead of a typical 0.71% average growth per year, the City was poised for 4.84% average growth in single family homes per year for the next 10 years. After rapid initial growth, the City's average population projection would likely fall back into the 0.71% Yakima County/OFM projections for years 2032–2040.

The existing plant capacity was as follows:

- Average Annual Flow = Mechanical Plant: 1.5 MGD; Combined: 2.32 MGD
- Average Flow for the Maximum Month Combined: 3.50 MGD
- Maximum Monthly BOD₅ Loading = Mechanical Plant: 11,400 lb/day; Combined: 86,000 lb/day
- Maximum Monthly TSS Loading = Mechanical Plant: 11,400 lb/day; Combined: 30,000 lb/day
- Ammonia (NH₃-N) for Maximum Month = Mechanical Plant: 1,140 lb/day

Loading-Based Capacity Needs:

- Average Annual Flow: 2.25 MGD
- Average Flow for the Maximum Month: 3.00 MGD
- Maximum Monthly BOD Loading: 50,000 lb/day
- Maximum Monthly TSS Loading: 15,000 lb/day

Allocation Based Capacity Needs:

- Average Annual Flow: 2.50 MGD
- Average Flow for the Maximum Month: 4.00 MGD
- Maximum Monthly BOD Loading: 50,000 lb/day
- Maximum Monthly TSS Loading: 16,000 lb/day

Scope of WWTP Upgrade:

From a cost standpoint, it was reasonable to construct necessary improvements in conjunction with phasing out the existing facultative lagoons. However, the current treatment process capacity was based on use of the facultative lagoons (Lagoons A through F) and other storage areas. When those facilities were removed from use, both treatment and equalization capacity were lost. Therefore, the required treatment capacity was revised based on loadings and the criteria listed above as Loading Based Capacity Needs were used for design of treatment process upgrades to meet demands through 2040. The recommended approach was to proceed with improvements to curtail lagoon flow in 2026 as shown in Table 2.

TABLE 1 SCHEDULE OF IMPROVEMENTS – CURTAIL LAGOON FLOW IN 2026	
Recommended Improvements	Year
Headworks improvements – new screen	2025
New 80' diameter primary clarifier and waste sludge pump	2025
Replace primary clarifier mechanism	2025

Mechanical treatment plant influent pump and emergency generator	2025
New 85' diameter intermediate clarifiers (2 each) and waste sludge pumping station	2025
Add third 0.75 MGD mechanical treatment train, including emergency generator	2025
New 70' diameter sludge holding tank (518,000-gallon capacity)	2025
New sludge dewatering building with capacity equal to 50% of existing process plus redundancy	2025
New WWTP storage building	2025
New 18 MG lined lagoon (Storage Basin No. 1), including mixers and effluent pump station	2025
Improve sludge hauling process by providing second hauling truck.	2025
Install new pump station after UV treatment facility and complete other water reuse improvements to provide water to East and West Game Ponds	2025
Discontinue all flow to remaining unlined lagoons	2026
Decommission remaining unlined lagoons.	2028
New 18 MG lined lagoon (Storage Basin No. 2) next to Storage Basin No. 1	2032

Project Cost:

TABLE E-2 ESTIMATED PROJECT COSTS	
Recommended Improvements	Estimated Cost
Headworks improvements – new screen	\$618,000
New 80' diameter primary clarifier and waste sludge pump	\$1,515,000
Mechanical treatment plant influent pump and emergency generator	\$406,000
New 85' diameter intermediate clarifiers (2 each) and waste sludge pumping station	\$4,383,000
Add third 0.75 MGD mechanical treatment train, including emergency generator	\$7,866,000
New 70' diameter sludge holding tank (518,000-gallon capacity)	\$1,286,000
New sludge dewatering building with capacity equal to 50% of existing process plus redundancy	\$6,173,000
New 18 MG lined lagoon (Storage Basin No. 1), including mixers and effluent pump station	\$5,741,000
Improve sludge hauling process by providing second hauling truck.	\$100,000
Subtotal of 2026 Project Costs	\$28,088,000
Potential for Grant Funding Through WDFW	
Consider ne pump stations after UV treatment if WDFW wants continued effluent to East and West Game Pants.	\$600,000
2032 Upgrade	
New 18 MG lined lagoon (Storage Basin No. 2) next to Storage Basin No. 1	\$4,479,000
Subtotal	\$33,167,000
Project Administration	\$20,000
Environmental Review	\$23,000
Total Estimated Project Cost	\$33,210,000

Financing Options:

- Ecology (30-year term)
 - 50% forgivable principle for Design Effort
 - Apply in fall of 2023
 - Complete design 2024
 - Construction
 - Expect Construction will be an amendment to design agreement
 - Do not expect forgivable principle or grants to be available
- USDA (40-year term)
 - Do not expect any grant
 - Additional work needed to apply.

Discussion took place. No action was taken.

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 Espinoza, Council reconvened the Committee-of-the-Whole meeting to discuss the following items at 7:40 p.m.

C. Resolution accepting the bid for the Country Park Well – Drilling, Casing and Testing and authorizing the Mayor to sign all contract documents with Empire Well Drilling, LLC

This item was on the March 14, 2023 regular Council meeting agenda for consideration. Action was taken during the regular meeting.

D. Resolution approving a Mutual Aid Agreement for Fire Protection and Emergency Services between U.S. Department of Energy – Hanford Site and the City of Grandview Fire Department

Fire Chief Mason explained that the Grandview Fire Department has a mutual aid agreement in place with the U.S. Department of Energy – Hanford Site aka Hanford Fire Department at this time. This agreement allows for the Fire Departments to share resources in situations beyond the capability of either one of the departments independently. This agreement has already proved useful in the past and was a great resource for the department. The proposed agreement was reviewed and approved by the City Attorney.

Discussion took place.

On motion by Councilmember Espinoza, second by Councilmember Moore, the C.O.W. moved a resolution approving a Mutual Aid Agreement for Fire Protection and Emergency Services between U.S. Department of Energy – Hanford Site and the City of Grandview Fire

Department to the March 28, 2023 regular meeting for consideration.

Roll Call Vote:

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

E. Resolution accepting the fuel bid from Valley Wide Cooperative for the year beginning April 1, 2023 to March 31, 2024

City Clerk Palacios explained that the City uses a common strategy of having bidders provide a bid that was compared to the Oil Information Price Service (OPIS) rack price for a specified location. The bidder was bidding their margin of markup over the rack price for the delivery location they specify. If fuel prices increase or decrease, the price was adjusted accordingly, but the margin as bid must remain the same. Bids to provide fuel for the year beginning April 1, 2023 to March 31, 2024 were opened on March 8, 2023. One bid was received as follows:

REGULAR UNLEADED	Valley Wide Cooperative
Seller's cost per gallon	\$2.8861
Margin bid above seller's cost excluding taxes	\$0.14
TOTAL	\$3.0261

DIESEL	Valley Wide Cooperative
Seller's cost per gallon	\$3.6051
Margin bid above seller's cost excluding taxes	\$0.14
TOTAL	\$3.7451

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution accepting the fuel bid from Valley Wide Cooperative for the year beginning April 1, 2023 to March 31, 2024 to the March 28, 2023 regular meeting for consideration.

Roll Call Vote:

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

F. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S.

City Clerk Palacios explained that the City contracts with Yakima County District Court for municipal court services. Under the terms of the contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants. Staff re-negotiated contract terms with Garrison Law Offices, Inc., P.S., to provide conflict indigent defense counsel and a new agreement was presented. It would be in the best interest of the City to re-negotiate a contract with Garrison Law Offices, Inc., P.S., to provide conflict indigent defense counsel.

Discussion took place.

On motion by Councilmember Espinoza, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Garrison Law Offices, Inc., P.S. to the March 28, 2023 regular meeting for consideration.

Roll Call Vote:

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

G. ARPA New Business Grants

City Administrator Arteaga explained that currently, the City was offering five (5) \$10,000 one-time business grants for a "new business" that locates to the City. On March 7, 2023, the ARPA Scoring Committee met to evaluate ten (10) applications that were considering opening a new business and/or service. At this meeting, the Committee recommended the following two proposed businesses be awarded a one-time grant in the amount of \$10,000:

- Chapa's House of Steak and Wings
- Juice Mae LLC

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. approved \$10,000 grants for the following new businesses:

- Chapa's House of Steak and Wings
- Juice Mae LLC

Roll Call Vote:

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

6. **OTHER BUSINESS** – None

7. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. meeting adjourned at 7:55 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

Good evening, Madam Mayor and City Council Members,
My name is Cody Goepfner, Board Member of the Grandview Chamber of Commerce.

>Introduce Board Members in attendance

>A Night Among the Stars: Annual Auction & Community Awards

>Thank you to all of those who attended.

>198 guests and almost 50 volunteers at the event including DECA Students & Miss Grandview

>63 local businesses and community leaders donated to our auction and sponsored the event

>Honored 2020 & 2021 Community Awards Honorees and Announced the 2022 Honorees

>Introduced an Entrepreneur Scholarship in partnership with DECA—Raised \$7,500.00

>Thank you for ARPA funding to make this event and our future initiatives possible.

>This event was just the beginning of our efforts this year and proof that we are starting where we left off before the pandemic to best serve our membership and the economic development of Grandview.

>Announce 2023 Community Events

>Cinco de Mayo Fun Run/Walk on May 6th

>Community Parade on August 10th

>Annual Car Show in partnership with Yakima Valley Fair & Rodeo on August 12th

>Grandtoberfest on September 16th

>Trunk-or-Treat in partnership with Grandview Rotary Club and United Family Center on 10/27th

>Turkey Trot Fun Run/Walk on November 18th

>Cocoa & Carols on December 1st

>Our goal this year with our community events is to showcase the different parks and other beautiful areas around Grandview—we plan on relocating some events to different locations around the city including: The Rose Garden, Dykstra Park and Country Park Fairgrounds featuring the Norm Childress Amphitheater for a concert series as part of Grandtoberfest this Fall.

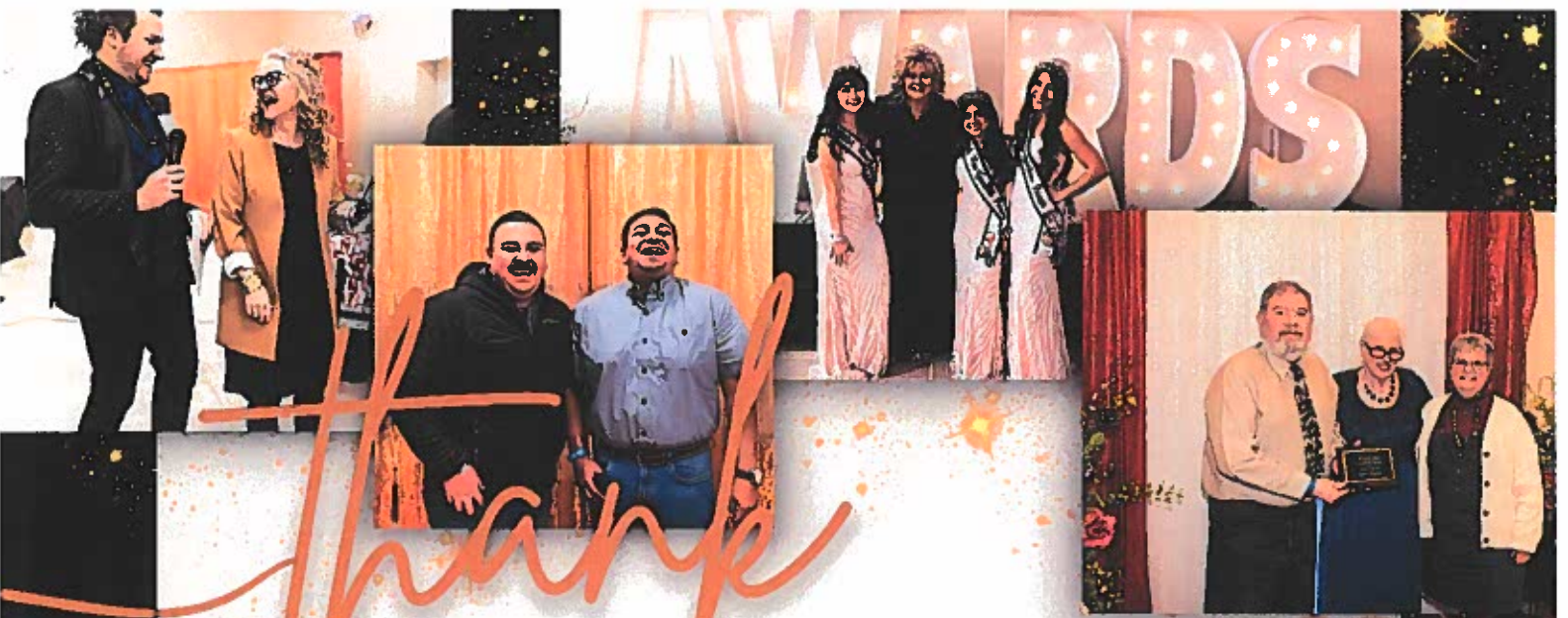
>Sage Rat Run Update—Google Sage Rat Run information for the event to happen on 5/12/2023 is the first website featured. We tried reaching out in partnership, but never got a response. Our Board has interest in partnering with organizers if anyone has more information.

>The WA State Department of Commerce is launching a grant program for small businesses. The grant opens on March 15th and we will be helping our members who qualify for this grant apply. For more information, our members will be working with Monica Niemeyer.

>Next Membership Social on Thursday, March 23rd @5:30pm at Yakima Valley Vinters Wine Tasting Room

>Next Board Meeting on Monday, April 3rd @5:30pm at United Family Center

>Next Membership Luncheon on Thursday, April 13th @11:00am at Casa Tequila



Thank you

Our motto is, "Together, we build success"

and at our event, A Night Among the Stars: Annual Auction & Community Awards, we enjoyed being able to celebrate that with you. Thank you for your support in recognizing the amazing people in our community and contributing to our future investments in Grandview and the Lower Yakima Valley. We look forward to building on that success for our members with the support of our community.

Thank you,
Board of Directors
Grandview Chamber of Commerce

Grandview Chamber of Commerce
Presents

2022 Community Awards Honorees

Employee of the Year

Grandview School District Faviola Ledesma

Smith Elementary Janie Morales

McClure Elementary Gloria Dickie

Harriet Thompson Elementary Benjamin Kollmar

Grandview Middle School Abigail Poteet

Grandview High School Courtney Bradley

Police Officer of the Year Ricardo Abarca

Dispatcher of the Year Erica Saenz

Firefighter of the Year Dylan Cavazos

Top Responder of the Year Dylan Cavazos

Rotarian of the Year Kathy Viereck

Agriculture Award Veldhuis Dairies

Community Development Award Walmart DC

Orrin Dybdahl Award Eric Meza

Volunteer of the Year Award Andrew Hamil

Business of the Year Award Fast Mobile Service

Pioneer Legacy Award Cus Arteaga

Person of the Year Award John Meyers

Congratulations to all the Honorees

EVENTS



MAR 10
Auction & Awards



MAY 6
Fun Run



AUG 10
Community Parade



AUG 12
Car Show



SEP 16
Grandtoberfest

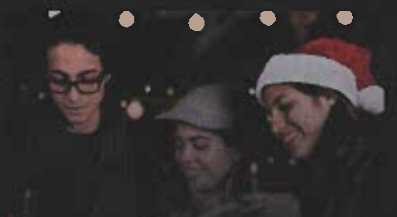
2023



OCT 27
Trunk-or-Treat



NOV 18
Fun Run



DEC 1
Cocoa & Carols

Grandview
CHAMBER OF COMMERCE



**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
MARCH 14, 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 Jessie Espinoza, Laura Flores, Bill Moore (Mayor Pro Tem) and Joan Souders

Present via teleconference: Councilmember David Diaz

Absent: Councilmembers Robert Ozuna and Javier Rodriguez

On motion by Councilmember Moore, second by Councilmember Espinoza, Council excused Councilmembers Ozuna and Rodriguez from the meeting.

Roll Call Vote:

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

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

2. PLEDGE OF ALLEGIANCE

Mayor Pro Tem Moore led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Espinoza, second by Councilmember Moore, Council approved the March 14, 2023 regular meeting agenda as presented.

Roll Call Vote:

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

4. **PRESENTATIONS** – None
5. **PUBLIC COMMENT** – None
6. **CONSENT AGENDA**

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

- A. Minutes of the February 28, 2023 Committee-of-the-Whole meeting
- B. Minutes of the February 28, 2023 Council meeting
- C. Payroll Check Nos. 13174-13200 in the amount of \$27,228.76
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60995-61005 in the amount of \$99,593.11
- E. Payroll Direct Deposit 02/16/23-02/28/23 in the amount \$131,346.72
- F. Claim Check Nos. 126023-126134 in the amount of \$736,777.82

Roll Call Vote:

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

7. **ACTIVE AGENDA**

- A. **Resolution No. 2023-09 authorizing the Mayor to sign an amendment to the College/City Library Terms of Agreement between the Yakima Valley College and the City of Grandview**

This item was previously discussed at the February 28, 2023 C.O.W. meeting.

On motion by Councilmember Espinoza, second by Councilmember Souders, Council approved Resolution No. 2023-09 authorizing the Mayor to sign an amendment to the College/City Library Terms of Agreement between the Yakima Valley College and the City of Grandview.

Roll Call Vote:

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

B. Resolution No. 2023-10 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League

This item was previously discussed at the February 28, 2023 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Souders, Council approved Resolution No. 2023-10 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League.

Roll Call Vote:

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

C. Resolution No. 2023-11 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside, Washington and the City of Grandview, Washington for the housing of inmates Addendum III Housing of Inmates

This item was previously discussed at the February 28, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Espinoza, Council approved Resolution No. 2023-11 authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside, Washington and the City of Grandview, Washington for the housing of inmates Addendum III Housing of Inmates.

Roll Call Vote:

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

D. Resolution No. 2023-12 authorizing the Mayor to sign the 2023 Yakima County Information Technology Services Interlocal Agreement

This item was previously discussed at the February 28, 2023 C.O.W. meeting.

On motion by Councilmember Espinoza, second by Councilmember Souders, Council approved Resolution No. 2023-12 authorizing the Mayor to sign the 2023 Yakima County Information Technology Services Interlocal Agreement.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes

- Councilmember Flores – Yes
- Councilmember Moore – Yes
- Councilmember Souders – Yes

E. **Resolution No. 2023-13 accepting the WWTP Energy Upgrades – Equipment Only as complete**

This item was previously discussed at the February 28, 2023 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Espinoza, Council approved Resolution No. 2023-13 accepting the WWTP Energy Upgrades – Equipment Only as complete.

Roll Call Vote:

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

F. **Resolution No. 2023-14 accepting the bid for the Country Park Well – Drilling, Casing and Testing and authorizing the Mayor to sign all contract documents with Empire Well Drilling, LLC**

City Administrator Arteaga explained that the City advertised for bids for the Country Park Well – Drilling, Casing and Testing. Bids for the Country Park Well – Drilling, Casing and Testing were opened on February 15, 2023. A total of two (2) bids were received with Empire Well Drilling, LLC, of Wenatchee, Washington, submitting the low bid in the amount of \$1,557,036 for Schedule A only.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Espinoza, Council approved Resolution No. 2023-14 accepting the bid for the Country Park Well – Drilling, Casing and Testing and authorizing the Mayor to sign all contract documents with Empire Well Drilling, LLC.

Roll Call Vote:

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

8. UNFINISHED AND NEW BUSINESS

A. ARPA Proposed Budget Amendments

City Treasurer Cordray recommended the following proposed budget amendments for the ARPA fund:

<u>Eligible ARPA Item</u>	<u>Current ARPA Budget</u>	<u>Proposed ARPA Budget</u>
Council Sound System	\$30,000	\$15,500
Phone System	\$0	\$12,000
Marketing Materials	\$0	\$2,500
PD Retention	\$30,000	\$0
PD Fitness Facility	\$70,000	\$100,000
RECON - Las Vegas	\$0	\$13,000
Conference & Materials	<u>\$0</u>	<u>\$2,000</u>
TOTAL	\$130,000	\$145,000

Discussion took place. Council concurred. A proposed ordinance amending the 2023 Annual Budget would be presented at a future C.O.W. meeting.

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None

10. MAYOR & COUNCILMEMBER REPORTS

City Administrator Position – Mayor Mendoza reported that due to time constraints for advertising the City Administrator position, she was taking under consideration the hiring of a recruitment firm that specializes in providing local and regional recruitment services to governmental agencies.

11. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Espinoza, Council meeting adjourned at 7:40 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk



**CITY OF GRANDVIEW
NOTICE OF OPEN RECORD PUBLIC HEARING
ELITE COMPREHENSIVE PLAN TEXT AMENDMENT**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grandview will hold an open record public hearing on **Tuesday, March 28, 2023 at 7:00 p.m.**, to consider the Hearing Examiner's recommendation that the City Council approve the following:

Applicant: Nicole Stickley, AICP–AHBL, Inc., and Trini Garibay–Elite Investment Group LLC

Proposed Project: Comprehensive Plan Text Amendment

Project Description: Applicants request a text amendment to the Comprehensive Plan, Land Use Element - *Section V: Future Land Use* pertaining to the R-3 zoning district. The proposed text amendment removes language specific to minimum lot sizes from the Comprehensive Plan. The intent is for the Grandview Urban Area Zoning Ordinance to be the implementing ordinance to regulate development standards relating to lot size requirements.

The open 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/86429230941?pwd=SDV5RDk3S25tblITc1pJWXJMcUJJZz09>

To join via phone: +1 253 215 8782

Meeting ID: 864 2923 0941

Passcode: 180915

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 – March 8, 2023

CITY OF GRANDVIEW PUBLIC HEARING PROCEDURE

The following procedure is used by the City of Grandview to meet appearance of fairness requirements and to create or supplement the hearing record:

Mayor:

Today's Public Hearing will include the following land use proposal:

Applicant: Nicole Stickley, AICP–AHBL, Inc., and Trini Garibay–Elite Investment Group LLC

Proposed Project: Comprehensive Plan Text Amendment

Project Description: Applicants request a text amendment to the Comprehensive Plan, Land Use Element - *Section V: Future Land Use* pertaining to the R-3 zoning district. The proposed text amendment removes language specific to minimum lot sizes from the Comprehensive Plan. The intent is for the Grandview Urban Area Zoning Ordinance to be the implementing ordinance to regulate development standards relating to lot size requirements.

1. This hearing must be fair in form and substance as well as appearance, therefore is there anyone in the audience who objects to my participation as the Mayor and/or any of the Councilmembers in these proceedings? (If objections, the objector must state his/her name, address, and the reason for the objection.)
2. The purpose of this hearing is to hear and consider the pertinent facts relating to this land use proposal.
3. Everyone present will be given an opportunity to be heard.

THE PUBLIC HEARING IS NOW OPEN.

1. Before hearing from the public, the staff report will be presented.
2. Now the applicant will present the proposal.
3. Comments received by mail will now be entered in the record. The Clerk reads any received.
4. As this public hearing must proceed in an orderly fashion, I am asking your cooperation in the following procedure:
 - 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 five minutes to comment.
 - d. If additional time is needed, it will be provided after everyone has had an opportunity to comment.
5. Public comments will now be received.
 6. Does the applicant have any additional comments?
 7. City Staff, do you have additional comments?
 8. Are there additional comments from the public?
 9. The public testimony portion of this hearing is now closed. No further comments will be received.
 10. Councilmembers will now consider the record and discuss among themselves the facts and testimony from the open record hearings.
 11. Now that we have reviewed the record concerning this issue, this subject is open for decision.

ORDINANCE NO. 2023-06

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TEXT AMENDMENTS TO THE RESIDENTIAL DESIGNATIONS OF
THE COMPREHENSIVE PLAN**

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 February 23, 2023 and February 28, 2023 upon an application submitted by Nicole Stickley, AICP–AHBL, Inc., and Trini Garibay–Elite Investment Group LLC., for a Comprehensive Plan Text Amendment to the Land Use Element - *Section V: Future Land Use*; and

WHEREAS, the proposed text amendment would remove language specific to minimum lot sizes from the Comprehensive Plan with the intent that the Grandview Urban Area Zoning Ordinance would be the implementing ordinance to regulate development standards relating to lot size requirements; and

WHEREAS, the Hearing Examiner, after receiving public comments and reviewing the staff report containing staff's findings of fact, issued his recommendation dated March 3, 2023 entitled Comp Plan Text Amend #2023-01, copy attached, recommending the requested text amendments to the residential designations of the Comprehensive Plan 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 an open record public hearing for said Comprehensive Plan Text Amendment on March 28, 2023 to receive public comment and consider the conclusions and recommendations by the Hearing Examiner; and

WHEREAS, the City Council, after conducting the requisite open record hearing and otherwise considering the application, accepted the Hearing Examiner's recommendations as its own and approved the requested text amendments to the residential designations of the Comprehensive Plan as outlined in Comprehensive Plan Text Amend #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, Chapter 2 (Land Use Element), Section V (Future Land Use) discussion of **residential** zoning designations is hereby amended to read as follows:

- **Residential:** Areas appropriate for rural, single-family, and multifamily residential living.
 - Corresponding zoning designations (GMC Title 17 Zoning):
 - R-1 Single-family Residential Suburban. Provides a low-density residential environment permitting four dwelling units per acre. Lands within this district should contain suburban residential development with large lots and expansive yards. Structures in this district are limited to single-family conventional dwellings.
 - R-1 Low Density Residential. The R-1 low-density residential district is established to provide a low-density residential environment. Lands within this district generally should contain single-family conventional dwellings with smaller lots and useful yard spaces.
 - R-2 Medium Density Residential. The R-2 district is established 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.
 - R-3 High Density Residential. The R-3 district is established to provide a high-density residential environment. Lands within this district generally contain multiple-unit residential structures of a scale generally compatible with the surrounding neighborhood. The R-3 district is intended to allow for a gradual increase in density from lower density residential districts and, where compatible, can provide a transition between different use areas.
 - R-1P Single-Family Residential Park District. The R-1P single-family residential park district is established to provide for medium density residential areas which would be compatible for the development of residential parks, and to prohibit the development of incompatible uses that are detrimental to the residential character. It is also to provide protection from hazards, objectionable influences, building congestion and lack of light, air and privacy.

Section 2. Except as expressly set forth herein, all other language in the Comprehensive Plan, including Chapter 2, Section V, shall remain unchanged.

Section 3. 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 March 28, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: 3/29/23

EFFECTIVE: 4/3/23

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

March 3, 2023

In the Matter of an Application)
For Comprehensive Plan Text)
Amendments Submitted by:)
)
Nicole Stickney, AICP of AHBL, Inc.)
And Trini Garibay of Elite) **Comp Plan Text Amend #2023-01**
Investment Group, LLC, Applicants)
)
To Amend the Comprehensive Plan)
Residential Designations to Delete)
Minimum Lot Size Requirements)
That are More Properly Specified in)
City Zoning Ordinance Regulations)

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 Predecision Meeting for this application which began on February 23, 2023.

(2) Byron Gumz, the YVCOG Regional Land Use Manager serving as Planner for the City of Grandview, presented his staff report. He agreed with the applicants that the requested Comprehensive Plan text amendments should delete the references to specific minimum lot size provisions for the R-3 High Density Residential designation and recommended additional language relative to general compatibility. He supported deletion of the lot size requirements in the R-3 High Density Residential designation because they currently allow a greater density for duplex developments than for multifamily developments and because lot size requirements should instead be included in the City's zoning ordinance regulations

Nicole Stickney, AICP of AHBL, Inc. and 1
Trini Garibay of Elite Investment Group, LLC:
Application for Comprehensive Plan Text
Amendments to Residential Designations

rather than in the general policy guidelines prescribed by the Comprehensive Plan. In accordance with the December 28, 2022 letter submitted by applicants suggesting that the City may want to consider further text amendments to likewise remove the references to minimum lot sizes from the other Comprehensive Plan residential designations, Mr. Gumz agreed that this application should include similar revisions to the other Comprehensive Plan residential designations in order to avoid having to process one or more additional applications for that purpose in the future. He agreed to draft and provide proposed additional text amendments to the other residential designations to be included as part of this application the following day in order to avoid delaying the submission of recommendations regarding this application to the City Council for their hearing and decision.

(3) Applicant Nicole Stickney, Senior Project Manager for AHBL, Inc. whose client is Elite Investment Group, LLC, was the only other person who appeared to testify either for or against this application. She testified in favor of the application for the reasons set forth in her December 28, 2022, letter which appears at pages 6 through 10 of the record of this application. She testified that she would allow the application to include additional text amendments to be proposed by Mr. Gumz. She also indicated that zoning ordinance amendments to lot size provisions of the R-3 zoning district and that a residential development in the R-3 zoning district would thereafter be proposed in the future if these Comprehensive Plan text amendments are approved.

(4) City Administrator/Public Works Director Cus Arteaga and City Clerk Anita Palacios answered questions. In order to avoid delay in presenting the recommendations to the City Council, the Hearing Examiner continued the hearing to the following Tuesday, February 28, 2023 at 3:00 p.m. for consideration of the additional text amendments to be drafted by Mr. Gumz as part of this application. Those additional proposed text amendments were drafted and provided by Mr. Gumz on the following day, Friday, February 24, 2023.

(5) The continued hearing was conducted on February 28, 2023 beginning at 3:00 p.m. by means of a Zoom hearing. Present at the hearing were Cus Arteaga, Anita Palacios, Byron Gumz and the Hearing Examiner. Anita Palacios indicated that Nicole Stickney did not feel the need to be present. Mr. Gumz described the lot size requirements that he recommends be deleted from the other residential designations of the Comprehensive Plan. There were no objections to any of them.

These recommendations adopting the recommendations of the applicants and Mr. Gumz have been submitted within three days following the closing of the record at the conclusion of the continued open record public hearing (Predecision Meeting) on February 28, 2023.

B. Summary of Recommendations. The Hearing Examiner recommends that the Grandview City Council approve the requested text amendments to the residential designations of the Comprehensive Plan for the reasons set forth in the application, the staff report, the testimony and these recommendations.

C. Basis for Recommendations. Based upon the information contained in the staff report, exhibits, testimony and other evidence presented at an open record public hearing that constituted the requisite Predecision Meeting beginning on February 23, 2023 and concluding on February 28, 2023; and based upon a consideration of the criteria for approval of Comprehensive Plan text amendments; the Hearing Examiner makes the following:

FINDINGS

I. Applicants. The applicants are Nicole Stickney, AICP, Senior Planning Project Manager of AHBL, Inc., 5804 Road 90, Suite H, Pasco, WA 99301 and Trini Garibay of Elite Investment Group, LLC, 5804 Road 90, Suite A, Pasco, WA 99301.

II. Applicants’ Reasons for Requesting the Deletion of Specific Lot Size Requirements from the R-3 High Density Residential Comprehensive Plan Designation. The reasons for requesting the deletion of lot size requirements from the R-3 High Density Residential Comprehensive Plan designation set forth in the December 28, 2022 letter from applicant Nicole Stickney and in her testimony at the hearing (the Predecision Meeting) may be summarized as follows:

(1) It is in the public interest and stated in the Comprehensive Plan’s goals and policies to allow a variety of housing densities, sizes, types, costs, and locations throughout the City to increase options for housing. Amending the Plan’s text to remove the density standards would be in the public interest by ensuring the City’s goals can be met.

(2) AHBL, Inc., on behalf of its client Elite Investment Group, LLC, requests that Comprehensive Plan language which states that multiple-unit residential structures are intended to be similar in scale to that of low-density residential districts should be removed. Removing that language from the Comprehensive Plan allows for the construction of high-density residential multifamily structures to contemporary standards, such as 3-story or 4-story buildings. The current language restricts the ability for developers to achieve higher residential densities.

(3) This current restriction in the scale of multi-unit residential structures is also reflected in the minimum lot size requirements set forth in the Comprehensive Plan. The existing minimum lot size requirements set forth in the Comprehensive Plan result in a lower residential density for multifamily structures than for duplexes. They currently allow for a density of only 9 units per net residential acre for multifamily developments as compared to 11 units per net residential acre for duplex developments. This is illustrated in the following chart:

Zoning District	Minimum Lot Size	Density
R-3 High Density Residential Zoning	7,500 sq. ft. for Single-Family Residence	5.5 DU/NRA
	8,000 sq. ft. for duplex	11 DU/NRA
	3,000 sq. ft. for each unit up to 4-plex then 6,000 for each additional unit	9 DU/NRA

(4) The Comprehensive Plan contains the Goals and Policies that are implemented through the Grandview Zoning Ordinance. Therefore, it is appropriate to remove lot size requirements from the Comprehensive Plan and implement the Goals and Policies through the Zoning Ordinance.

III. Comprehensive Plan Residential Text Amendments Recommended by the Applicants, Staff and Hearing Examiner. This application with additional text amendments suggested by the City's Planner Byron Gumz at the hearing include the following Comprehensive Plan text amendments shown by striking through the language that is recommended to be deleted from the R-1 Single-family Residential Suburban designation, from the R-1 Low Density Residential designation, from the R-2 Medium Density Residential designation, from the R-3 High Density Residential designation (plus the underlined language recommended by Mr. Gumz to be added relative to general compatibility) and from the R-1P Single-Family Residential Park District designation:

- R-1 Single-family Residential Suburban. Provides a low-density residential environment permitting four dwelling units per acre. Lands within this district should contain suburban residential development with large lots and expansive yards. Structures in this district are limited to single-family conventional dwellings. ~~Minimum lot area is 10,000 square feet with one dwelling unit per lot permitted.~~
- R-1 Low Density Residential. The R-1 low-density residential district is established to provide a low-density residential environment. Lands within this district generally should contain single-family conventional dwellings with smaller lots and useful yard spaces. ~~Minimum lot area is 7,500 square feet with one dwelling unit per lot permitted.~~
- R-2 Medium Density Residential. The R-2 district is established 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. ~~Minimum area of lot is 7,500 square feet for single family structures and 8,000 square feet for two family structures, with two dwelling units per lot permitted.~~

- R-3 High Density Residential. The R-3 district is established to provide a high-density residential environment. Lands within this district generally contain multiple-unit residential structures of a scale generally compatible with the surrounding neighborhood ~~structures in low density districts and with useful yard spaces.~~ The R-3 district is intended to allow for a gradual increase in density from lower density residential districts and, where compatible, can provide a transition between different use areas. ~~Minimum area of lot for single family dwelling is 7,500 square feet; for two family dwelling attached, minimum lot area is 8,000 square feet, and governed by the standards in R-1 and R-2 districts. Minimum area of lot for multifamily dwellings is 3,000 square feet per dwelling unit for the first four dwelling units and 6,000 square feet per each additional dwelling unit.~~
- R-1P Single-Family Residential Park District. The R-1P single-family residential park district is established to provide for medium density residential areas which would be compatible for the development of residential parks, and to prohibit the development of incompatible uses that are detrimental to the residential character. It is also to provide protection from hazards, objectionable influences, building congestion and lack of light, air and privacy. ~~Minimum lot area is 5,000 square feet per unit.~~

IV. Jurisdiction and Process. GMC §17.92.020(E) provides that all petitions for Comprehensive Plan amendments shall be processed following the applicable sections of GMC Title 14 entitled Administration of Development Regulations. GMC Table 14.09.080 and GMC §17.92.020(B) provide that Comprehensive Plan

Amendments require a recommendation to the City Council from the Planning Commission following an Open Record Predecision Meeting. Since GMC §2.50.080(C)(5) provides that the Hearing Examiner is the responsible party for conducting public hearings in accordance with Title 14, the Hearing Examiner is responsible for conducting the Open Record Predecision Meeting and for issuing these recommendations to the City Council. GMC Table 14.09.080 also requires that the City Council shall make the decision relative to the proposed text amendments to the Comprehensive Plan after it conducts its own Open Record Hearing. The steps required to process this application have been as follows:

Application Submitted: December 28, 2022

Acceptance of Application: January 12, 2023

Dept. Commerce 60-day Notice of Intent to Adopt Amendment: January 17, 2023

Notice of Application, Environmental Review and Hearing: January 17 & 25, 2023

Preliminary SEPA Determination: January 17, 2023

Final SEPA Determination: February 10, 2023

Hearing Examiner Open Record Predecision Meeting: February 23 & 28, 2023

City Council Open Record Hearing and Decision: To be scheduled

V. Environmental Review under the State Environmental Policy Act (SEPA).

On January 17, 2023, 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 February 10, 2023. It was not appealed.

VI. Standards and Criteria for Approval of Comprehensive Plan Text Amendments. 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 §2.50.080(C)(5) provides that the Hearing Examiner is the responsible party for conducting public hearings in accordance with GMC Title 14. GMC §14.09.030(A)(4) provides that recommendations are to be made to the City Council regarding proposed “developments” in accordance with GMC Title 14. GMC §14.01.040(H) defines a “development” as any land use permit or action regulated by GMC Titles 14 through 18. GMC §14.09.030(A)(3) and GMC §14.09.030(A)(4) provide the applicable procedures. GMC §14.09.030(A)(3)(c) provides that the Hearing Examiner is not to recommend approval of a proposed “development” such as these requested Comprehensive Plan text amendments governed by GMC Title 14 without making the following findings and conclusions:

(1) The development (proposed Text Amendments to Comprehensive Plan Residential Designations) is consistent with the Comprehensive Plan and meets the requirements and intent of the Grandview Municipal Code. There is no site-specific action proposed. This is a non-project action. The request is for approval of Comprehensive Plan text amendments to remove language from the Land Use Element of the Comprehensive Plan pertaining to minimum lot sizes in residential designations. The proposal is consistent with the purpose of the Comprehensive Plan which is to guide the City of Grandview’s development regulations rather than prescribe those regulations. In addition, the applicants correctly point out that the proposed text amendments are consistent with the following policies of the Comprehensive Plan:

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

(b) Policy 1.4: Accommodate future population growth through infilling and utilization of undeveloped subdivision lots in order to avoid conversion of agricultural land to residential uses;

(c) Policy 3.1: Building where public facilities and services exist;

(d) Policy 3.2: Build in City limits prior to UGA development;

(e) Policy 4.2: Provide residential areas with a variety of housing densities, types, sizes, costs and locations;

(f) Policy 4.6: Attempt to assure that basic community values and aspirations are reflected in the City's planning program, while recognizing the rights of individuals to use and develop private property in a manner consistent with City regulations.

The applicants have indicated that if the City Council approves the proposed text amendment, they plan to apply for text amendments to the Grandview zoning ordinance in order to change the minimum lot size requirements in the R-3 High Density Residential zoning district and to thereafter apply for a residential project in that zoning district. The requested Comprehensive Plan text amendments would also meet the requirements and intent of the City's zoning ordinance which is to implement the general guidelines and policies of the Comprehensive Plan designations by specifying the specific lot size and density regulations applicable to the various Comprehensive Plan designations.

(2) The development (proposed Text Amendments to Comprehensive Plan Residential Designations) makes adequate provisions for drainage, streets and other public ways, irrigation water, domestic water supply and sanitary wastes. This criterion does not apply because the proposal is a non-project action.

(3) The development (proposed Text Amendments to Comprehensive Plan Residential Designations) adequately mitigates impacts identified under other GMC chapters and in particular GMC Title 18. The City determined that this non-project action will not have any probable significant adverse environmental effects by issuing a final SEPA Determination of Non-Significance (DNS) on February 10, 2023, which became final without an appeal.

(4) The development (proposed Text Amendments to Comprehensive Plan Residential Designations) is beneficial to the public health, safety, morals and welfare and is in the public interest. The requested changes to the Comprehensive Plan will allow for the City's zoning ordinance to be updated to allow higher residential densities for multifamily developments within the R-3 High Density Residential zoning district than are allowed for duplex developments in that zoning district. This would be beneficial to the public health, safety, morals and welfare and would be in the public interest because it would allow a greater number of needed housing units to be built in the R-3 High Density Residential zoning district than are currently permitted by the current Comprehensive Plan minimum lot size requirements in that designation. It would also satisfy this criterion because it would leave the specific lot size requirements for the residential designations of the Comprehensive Plan to be adopted instead through specific zoning ordinance provisions that implement general Comprehensive Plan policies.

(5) The development (proposed Text Amendments to Comprehensive Plan Residential Designations) 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. This criterion does not apply because the proposal is a non-project action which does not generate any traffic.

(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. This criterion is not applicable because the proposal is a non-project action which does not involve any dedication of land.

CONCLUSIONS

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

(1) The Hearing Examiner has authority to recommend that the Grandview City Council approve text amendments to the Comprehensive Plan.

(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 February 10, 2023, which was not appealed.

(4) The requested Comprehensive Plan text amendments satisfy all of the applicable criteria for approval required by GMC §14.09.030(c).

RECOMMENDATIONS

The Hearing Examiner recommends that the Grandview City Council conduct the requisite Open Record Hearing and, absent reasons to decide otherwise, thereafter approve the requested text amendments to the residential designations of the Comprehensive Plan to hereafter read as follows after incorporating requested deletions and requested additions to the current language:

- R-1 Single-family Residential Suburban. Provides a low-density residential environment permitting four dwelling units per acre. Lands within this district should contain suburban residential development with large lots and

expansive yards. Structures in this district are limited to single-family conventional dwellings.

- R-1 Low Density Residential. The R-1 low-density residential district is established to provide a low-density residential environment. Lands within this district generally should contain single-family conventional dwellings with smaller lots and useful yard spaces.
- R-2 Medium Density Residential. The R-2 district is established 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.
- R-3 High Density Residential. The R-3 district is established to provide a high-density residential environment. Lands within this district generally contain multiple-unit residential structures of a scale generally compatible with the surrounding neighborhood. The R-3 district is intended to allow for a gradual increase in density from lower density residential districts and, where compatible, can provide a transition between different use areas.
- R-1P Single-Family Residential Park District. The R-1P single-family residential park district is established to provide for medium density residential areas which would be compatible for the development of residential parks, and to prohibit the development of incompatible uses that are detrimental to the residential character. It is also to provide protection from hazards, objectionable influences, building congestion and lack of light, air and privacy.

DATED this 3rd day of March, 2023.



Gary M. Cuillier, Hearing Examiner

RESOLUTION NO. 2023-15

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A MUTUAL AID AGREEMENT FOR FIRE PROTECTION AND
EMERGENCY SERVICES BETWEEN U.S. DEPARTMENT OF ENERGY – HANFORD
SITE AND THE CITY OF GRANDVIEW FIRE DEPARTMENT**

WHEREAS, the City of Grandview and the U.S. Department of Energy – Hanford Site aka Hanford Fire Department have previously entered into a Mutual Aid Agreement for the benefit of mutual aid in fire prevention, the protection of life and property from fire, firefighting, emergency medical and disaster response, and

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

WHEREAS, the City of Grandview wishes to continue said mutual aid agreement,

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

The Mayor is hereby authorized to enter into a Mutual Aid Agreement with the U.S. Department of Energy – Hanford Site in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 28, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**MUTUAL AID AGREEMENT (MAA)
FOR FIRE PROTECTION AND EMERGENCY SERVICES
BETWEEN U.S. DEPARTMENT OF ENERGY - HANFORD SITE
AND
CITY OF GRANDVIEW FIRE DEPARTMENT**

This Mutual Aid Agreement (MAA) is made and entered into between the U.S. Department of Energy, Richland Operations Office, (DOE) as relates to the Hanford Fire Department, hereinafter referred to as the HFD, and the City of Grandview Fire Department, hereinafter referred to as “the City” of Yakima County, Washington. This agreement is to secure for each the benefits of mutual aid in fire prevention, the protection of life and property for emergency response activities including, but not limited to emergency medical assistance, firefighting, and disaster response.

1. AUTHORITIES

The DOE and the City have entered into this MAA under the following authorities:

- Reciprocal Fire Protection Act of May 27, 1955 (69 Stat. 66, 42 U.S.C 1856a-d)
- Robert T. Stafford Disaster Relief and Emergency Assistance Act, (Public Law 93-288, as amended, 42 U.S.C. 5 121-5207)
- Federal Fire Prevention and Control Act of October 29, 1974 et seq. (88 Stat. 1535; 15 U.S.C. 220 1)
- RCW 38.52.091, Mutual Aid, and Interlocal Agreements

2. CONDITIONS

The DOE and the City have entered into this MAA under the following conditions:

- 2.1 This MAA is neither a fiscal nor a funds obligation document.
- 2.2 This Agreement is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. This MAA shall not be construed to provide a private right or cause of action for or by any person or entity.
- 2.3 All agreements herein are subject to, and will be carried out in compliance with, all applicable Federal laws, regulations, and other legal requirements.

3. OPERATIONAL PROVISIONS

Accordingly, all Parties agree to the following:

- 3.1 Upon request by a representative of HFD to a representative of the City, emergency response equipment and personnel will be dispatched when available to any point within the jurisdiction of HFD, as desired by the representative of HFD.
- 3.2 Upon request by a representative of the City to a representative of HFD, emergency response equipment and personnel will be dispatched when available to any point within the jurisdiction of the City, as desired by the representative of the City.
- 3.3 Assistance under this agreement is not mandatory, but the Party receiving the request for assistance will immediately inform the requesting Party if, for any reason, assistance cannot be rendered.

3.4 Any dispatch of equipment and personnel pursuant to this Agreement is subject to the following conditions:

- The requesting Party will be responsible for Incident Command duties and responsibilities within their jurisdiction.
- Any requests for mutual aid under this Agreement will specify the location to which the equipment and personnel are to be dispatched; however, a representative of the responding Party will determine the amount and type of equipment and number of personnel to be provided.
- Any requests for mutual aid under this Agreement will specify to the responding Party the radio communications channel and zone to which the requesting Party is operating.
- The responding Party will report to the Officer in charge (e.g., Incident Command) of the requesting Party at the location to which the equipment is dispatched and will be subject to orders of the Officer.
- The responding Party will be released by the requesting Party when the services of the responding Party are no longer required or when the responding Party is needed within the area for which it normally provides emergency response.
- The requesting Party must return any property of the responding party, when feasible, as soon as property is identified by either the requesting or the responding Party.
- Any requests for mutual aid under this Agreement will be coordinated and communicated through the appropriate agency dispatch center.

3.5 Each Party waives all claims against the other Party for compensation for any loss, damage, injury, or death occurring at the performance of this Agreement.

4. ADMINISTRATION

- 4.1 The Chief Fire Officers and personnel of the HFD and the City of this Agreement are to continue the invitation and encouragement, on a reciprocal basis, to meet and discuss ongoing departmental relationships, visit each other's activities for guided familiarization tours, consistent with local security requirements and, as feasible, to jointly conduct pre-planning activities and trainings.
- 4.2 The Chief Fire Officers and technical heads of the fire departments in this Agreement are authorized to meet and draft any detailed plans, processes, or procedures of operations necessary to effectively implement this Agreement.
- 4.3 The Chief Fire Officers and technical heads of the fire departments in this Agreement are authorized and directed to review this Agreement routinely to identify any necessary changes or conditions that warrant action. Modification of this Agreement is not authorized without the other Party's agreement.
- 4.4 All personnel acting for HFD under this Agreement will be an employee or subcontractor employee member of HFD.
- 4.5 All personnel acting for the City under this Agreement will be an employee or volunteer member of the City.
- 4.6 This Agreement shall become effective upon the date of signatures and remain in full effect until cancelled or through the update of a subsequent Agreement with the Parties.
- 4.7 Cancellation of the Agreement requires written notification by one Party to the other Party, giving (30) days notice of said cancellation.

5.0 APPROVAL

**Richland Operations Office, Department of Energy
Security, Emergency Services, and Information**

By: **Tim J. Haddick**

Date:

CITY OF GRANDVIEW

Mayor **Gloria Mendoza**

Date

Attest:

Anita Palacios, City Clerk

Approved as to form:

City Attorney

RESOLUTION NO. 2023-16

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE FUEL BID FROM VALLEY WIDE COOPERATIVE FOR THE
YEAR BEGINNING APRIL 1, 2023 TO MARCH 31, 2024**

WHEREAS, the City has solicited bids from qualified fuel companies to provide vehicle fuel to the City of Grandview for the year beginning April 1, 2023 to March 31, 2024; and,

WHEREAS, the City received one (1) bid in response to such solicitation; and,

WHEREAS, the City Council finds and determines that Valley Wide Cooperative is the lowest responsible bidder;

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

That the bid submitted by the Valley Wide Cooperative, as set forth in the attached bid, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 28, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BID FORM

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will furnish petroleum products and documentation as specified herein as follows:

Bidder's Major Supplier is: Cenex and the OPIS price adjustment reference city shall be: ___ Seattle; ___ Spokane; ___ Moses Lake; ___ Portland; or Pasco.

	<u>Regular Unleaded</u>	<u>Diesel</u>
Estimated Annual Gallons:	<u>28,000</u>	<u>14,500</u>
Seller's Cost Per Gallon for Friday, March 3, 2023:	<u>2.8861</u>	<u>3.6051</u>
Margin Bid Above Seller's Cost Excluding Taxes:	<u>0.14</u>	<u>0.14</u>
TOTAL:	<u>3.0261</u>	<u>3.7451</u>

Location(s) of 24-Hour Pumping Facilities with a minimum number of two fueling islands:
940 E. Wine Country Rd.

Description of Method to be Used to Meet Bid Specifications B Through E:
Customer will be issued fuel cards to meet requirements

This bid shall be valid for a period of thirty (30) days from the bid opening date.

Bidders Name: ~~Valley~~ Justin Carey

Company Name: Valley Wide Coop

Mail Address: 940 E. Wine Country Rd. Ste B

Telephone Number: 509-882-3764 Fax Number: 509-882-2353

Signature of Authorized Official: Justin Carey

Title of Official: Energy Location Manager



**CITY OF GRANDVIEW
CALL FOR BIDS TO SUPPLY VEHICLE FUEL**

NOTICE IS HEREBY GIVEN that the City of Grandview, Washington, will receive sealed bids at the office of the City Clerk, 207 West Second Street, Grandview, WA 98930, until **11:00 a.m., Wednesday, March 8, 2023**, for providing vehicle fuel using a card controlled fuel purchase system.

The City uses approximately 42,500 gallons of gasoline and diesel fuel per year. The bids shall be for the year beginning April 1, 2023 to March 31, 2024.

Bids must comply with the "Instruction to Bidders" and be submitted in envelopes marked "Fuel Bid". Bid packets are available from the City Clerk, 207 West Second Street, Grandview, WA 98930, PH: (509) 882-9200, email: anitap@grandview.wa.us.

The City of Grandview reserves the right to accept or reject any or all bids and to waive informalities.

CITY OF GRANDVIEW
Anita G. Palacios, MMC
City Clerk

Publish: Grandview Herald – Wednesday, February 22, 2023

**CITY OF GRANDVIEW
INSTRUCTIONS TO BIDDERS
FUEL BID**

SUBMISSION OF BIDS

Sealed bids shall be addressed or delivered to:

City Clerk
City of Grandview
207 West Second Street
Grandview, WA 98930

The bid envelope shall be clearly marked "FUEL BID."

CLOSING DATE

Bids will be received until **11:00 a.m., Wednesday, March 8, 2023.**

BID OPENING

Bids will be opened and publicly read aloud in the Council Chambers, City Hall, 207 West Second Street, Grandview, Washington, at **11:00 a.m., Wednesday, March 8, 2023**, at which time interested parties may be present to witness the bid opening.

ACCEPTABILITY OF BIDS

Bids must be submitted on the City of Grandview bid form and placed in a sealed envelope. The words "Fuel Bid" must be clearly marked on the front of the envelope.

The bid form must contain the bidders business or home address and must be signed by a duly authorized official.

Bids that are unsigned, incomplete, illegible, unbalanced, obscure, or with any other irregularities may be rejected. The City Council reserves the right to accept any or all bids or any portion thereof and to waive minor irregularities and informalities, at the City's discretion.

The bid shall be valid for thirty (30) calendar days following the bid opening date.

Prices shall be filled in where indicated on the bid form. Prices shall be net, free on board (FOB) Grandview unless otherwise stated, and shall not include any taxes, nor shall they be subject to any discounts or other conditions.

BID SPECIFICATIONS

The products shall conform to the requirements of the Tentative Specifications for Gasoline as approved by the American Society for Testing Materials, ASTM Designation D 439-81. The minimum octane rating shall conform to the Average Knock Index (R+M/2) as follows:

"Regular Unleaded" Minimum Octane 87

The seasonal variation in volatility and vapor pressure shall be substantially maintained in accordance with the schedule set up for the State of Washington as set forth in ASTM specifications above noted.

Bidders shall give the following information relative to each grade of gasoline bid in the spaces provided:

1. The name of the brand under which the gasoline is offered for sale to the general public:

"Regular Unleaded" gasoline: Conex

"Diesel": Cenex

2. The nature of any added substances other than volatile petroleum hydrocarbons.

"Regular Unleaded" gasoline: 10% Ethanol

3. The guaranteed average and minimum Octane Number for "Regular Unleaded" grade:

"Regular Unleaded" Average 87 Minimum 87

4. The guaranteed average and maximum Sulphur Content in "Diesel"

Grade No. 2: Average Less than 15 ppm Minimum Less than 15 ppm

All bids shall be made for a card controlled fuel purchase system for regular gasoline, unleaded gasoline, and diesel fuel. Ease of City staff operation and accounting time for this system will be taken into consideration when determining the low bid.

- A. There must be a "card lock" pumping location in the City of Grandview with 24 hour service and a **minimum number of two fueling islands**.
- B. At the time of purchase, the vehicle, person obtaining fuel, and odometer reading must be identified and recorded by the supplier.
- C. The supplier shall furnish two numbered cards for each vehicle. There are approximately 70 vehicles.
- D. The supplier shall provide security codes for all City vehicle operators, to be used in conjunction with the vehicle cards for purchases of fuel. There are approximately 60 employees.
- E. The supplier must provide a monthly accounting that must include an itemized account detailing the activity of each vehicle. This accounting as a minimum must sub-total by vehicle and list: date, time, vehicle card number, person obtaining fuel, odometer reading, type of fuel, gallons and actual price charged. Each monthly billing shall also include copies of the appropriate weekly OPIS publication for that billing cycle or the major supplier's price change letter.

PRICING, PRICE ESCALATION - BULK FUELS

- A. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract. All contract price adjustments shall be based on the change in the vendor's major supplier's listed price for one of the following P.A.D cities: Seattle, Spokane, Portland, Moses Lake, or Pasco as reported in the weekly publications, Oil Price Information Service (OPIS) published by the United Communications Group. A second method shall be to reference the major supplier's price change letter which reflects changes at the location of your plant.
- B. Bidder shall specify his supplier (See Requirements and the Bid Proposal) and the price adjustment reference city (Seattle, Spokane, Portland, Moses Lake, or Pasco) to be used for contract price adjustments on the Bid Proposal. Only one supplier and one reference city may be specified by each bidder. **A copy of the appropriate OPIS publication, or in the case of the second method (above) the calculation price shall be your buying price per gallon with Federal and State taxes excluded, used as a bidding reference and must be included with the bid submitted.** If OPIS does not list one or more supplier product prices for a reference city, the listed average price for that city shall be used.
- C. Any upward or downward change in the major supplier's prices from one OPIS publication to the next, or change in the price from the major supplier's price change letter will be added or subtracted from the previous contract price but the margin as bid will remain the same. It is important to note that the difference between the Bid Price and the selected OPIS Price or major suppliers price change letter at the time of the bid, must be maintained throughout the period of the contract. The effective date of the price change will be on Thursday following the date of the publication which reflects the price change.
- D. The first price adjustment shall be based on the difference in the prices for the last OPIS publication issue or major supplier's price change letter prior to the effective date of the contract. Any upward or downward change in the comparison of prices will be added to or subtracted from bid prices with the effective date of such change to be the **first of April 2023** rather than the following Thursday.

BIDDERS QUALIFICATIONS

Bidders may be required to submit evidence as to their ability to supply and provide the above defined service and should be prepared to satisfy the City as to their competency to meet the specifications and conditions. Bidders, when required by law, shall be licensed and bonded by the State of Washington.

CONDITIONS

The bidder is fully responsible for obtaining all information for the preparation of this bid.

LIABILITY

The bidder shall ensure that the City, it's officers and employees, are held harmless from any liability whatsoever arising out of the bidder's performance or non-performance of the term of this bid, including the performance and non-performance by any sub-contractor or employee.

CONTRACTORS PROTECTIVE CLAUSE

There shall be no obligation to deliver any or all of the products included in this proposal in the customary manner when such deliveries are prevented or hindered by Act of God, fire, strike, partial or total interruptions or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the contractor.

FURTHER INFORMATION

Contact Anita Palacios, City Clerk, 207 West Second Street, Grandview, Washington, 98930, or PH: (509) 882-9200, email anitap@grandview.wa.us.

Patty Bautista

From: CHS Planet Press <ENERGYRFPICING@CHSINC.COM>
Sent: Friday, March 3, 2023 3:19 PM
Subject: Refined Fuels Price Notification

This sender is trusted.

CHS Inc -CENEX - Rack Pricing
This e-mail is intended solely for the individual(s) named above. It contains CONFIDENTIAL and/or proprietary information and should NOT be forwarded.

Rack Pricing for: VALLEY WIDE COOPERATIVE INC

CENEX
WA HILLYARD - HFT
LAST UPDATED 03/03/2023 17:17
EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH	870 +0.0376	2.8109	MG 3B 10% ETH	890 +0.0305	2.9709
PUL 10% ETH	920 +0.0389	3.1379	CENEX ROADMASTER XL	+0.0369	3.6061
CENEX RDMSTR XL W/CFI	+0.0369	3.6286	ULSD15 RUBY FLDMSTR	+0.0369	3.6101
ULSD15 R FLDMSTR W/CF	+0.0369	3.6326	ULSD15 #2 CLEAR	+0.0369	3.5586
ULSD15 #2 DYED	+0.0369	3.5626	ULSD15 #2 CFI CLEAR	+0.0369	3.5811
ULSD15 #2 CFI DYED	+0.0369	3.5851			

CENEX
WA PASCO - TWB
LAST UPDATED 03/03/2023 17:17
EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH	870 +0.0363	2.8861	MG UL 10% ETH	890 +0.0223	3.0482
PUL 10% ETH	920 +0.0362	3.2271	ETHANOL	+0.0455	2.4192
CENEX ROADMASTER XL	+0.0344	3.6526	ULSD15 RUBY FLDMSTR	+0.0344	3.6566
ULSD15 #1 CLEAR	+0.0219	4.1414	ULSD15 #1 DYED	+0.0219	4.1454
ULSD15 #2 CLEAR	+0.0344	3.6051	ULSD15 #2 DYED	+0.0344	3.6091

CENEX
MT MISSOULA - CNX
LAST UPDATED 03/03/2023 17:17
EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH	870 +0.0304	2.5239	MG 3B 10% ETH	890 +0.0366	2.7176
PREMIUM UL	910 +0.0231	3.1481	PUL 10% ETH	930 +0.0231	3.0688
PUL 3B 10% ETH	910 +0.0231	2.8668	ULSD15 WNTRMSTR CLR	+0.0286	3.7799
ULSD15 WNTRMSTR DYE	+0.0286	3.7839	CENEX ROADMASTER XL	+0.0286	3.3826
CENEX RDMSTR XL SE	+0.0286	3.5579	CENEX RDMSTR XL WA IV	+0.0286	3.3951
ULSD15 RUBY FLDMSTR	+0.0286	3.3866	ULSD15 R FLDMSTR SE	+0.0286	3.5619
ULSD15 R FLDMSTR WA I	+0.0286	3.3991	ULSD15 #1 CLEAR	+0.0286	3.8902
ULSD15 #1 DYED	+0.0286	3.8942	ULSD15 #2 CLEAR	+0.0286	3.3351
ULSD15 #2 DYED	+0.0286	3.3391	ULSD15 #2 WA IV CLEAR	+0.0286	3.3476
ULSD15 #2 WA IV DYED	+0.0286	3.3516			

CENEX
MT LOGAN - CNX
LAST UPDATED 03/03/2023 17:17
EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH	870 +0.0230	2.6430	MG 3B 10% ETH	890 +0.0408	2.8381
PREMIUM UL	910 +0.0283	3.3043	PUL 10% ETH	930 +0.0284	3.2403
PUL 3B 10% ETH	910 +0.0284	3.0382	ULSD15 WNTRMSTR CLR	+0.0384	3.8031
ULSD15 WNTRMSTR DYE	+0.0384	3.8071	CENEX ROADMASTER XL	+0.0384	3.4057
CENEX #1 ROADMASTER X	+0.0384	3.9608	CENEX RDMSTR XL SE	+0.0384	3.5810
CENEX RDMSTR XL WA IV	+0.0384	3.4182	ULSD15 RUBY FLDMSTR	+0.0384	3.4097
ULSD15 #1 R FLDMSTR	+0.0384	3.9648	ULSD15 R FLDMSTR SE	+0.0384	3.5850
ULSD15 R FLDMSTR WA I	+0.0384	3.4222	ULSD15 #1 CLEAR	+0.0384	3.9133
ULSD15 #1 DYED	+0.0384	3.9173	ULSD15 #2 CLEAR	+0.0384	3.3582
ULSD15 #2 DYED	+0.0384	3.3622	ULSD15 #2 WA IV CLEAR	+0.0384	3.3707
ULSD15 #2 WA IV DYED	+0.0384	3.3747			

CENEX LAST UPDATED 03/03/2023 17:17
 MT BOZEMAN - P66 EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH	870 +0.0230	2.6431	PREMIUM UL	910 +0.0282	3.3043
PUL 3B 10% ETH	910 +0.0283	3.0382	ULSD15 #1 CLEAR	+0.0384	3.9133
ULSD15 #1 DYED	+0.0384	3.9173	ULSD15 #2 CLEAR	+0.0384	3.3582
ULSD15 #2 DYED	+0.0384	3.3622			

CENEX LAST UPDATED 03/03/2023 17:17
 WA MOSES LAKE - P66 EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
UL 10% ETH LAC	870 +0.0337	2.7967	MID GR 3WAY BLD	10890 +0.0337	2.9482
PREM UNL 10% ETH L920	+0.0337	3.1300	ULSD15 #2 CLEAR	+0.0319	3.4793
ULSD15 #2 DYED	+0.0319	3.5043	ULSD15 #2 CFI CLEAR	+0.0319	3.5093
ULSD15 #2 CFI DYED	+0.0319	3.5343			

CENEX LAST UPDATED 03/03/2023 17:17
 OR UMATILLA - TWB EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
ULSD15 #2 CLEAR	+0.0344	3.7566	ULSD15 #2 DYED	+0.0344	3.7616
ULSD15 #2 CLEAR B20	+0.0320	3.2954	ULSD15 #2 CLEAR B5	+0.0409	3.2844
ULSD15 #2 DYED B5	+0.0409	3.2894	ULSD15 #2 DYED B20	+0.0320	3.3004

CENEX LAST UPDATED 03/03/2023 17:17
 WA ANACORTES - TES EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
BLD CLEAR UNL LAC	870 +0.0207	3.4786	UL 10% ETH LAC	870 +0.0160	2.9886
MID GRADE UL LAC	890 +0.0052	3.5518	PREM UNL 10% ETH L920	+0.0234	3.4771
ULSD15 #2 CLEAR	+0.0203	3.5100	ULSD15 #2 DYED	+0.0203	3.5140

CENEX LAST UPDATED 03/03/2023 17:17
 WA SEATTLE - BPP EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
BLENDED CLEAR UNL	870 +0.0094	3.2547	UL 10% ETH	870 -0.0611	3.1033
MG 3B 10% ETH	890 +0.0247	3.1511	PUL 10% ETH	920 +0.0304	3.3758
ULSD15 #1 CLEAR	+0.0358	3.7778	ULSD15 #1 DYED	+0.0358	3.7828
ULSD15 #2 CLEAR	+0.0358	3.4815	ULSD15 #2 DYED	+0.0358	3.4865
ULSD15 #2 CLEAR B20	+0.0149	3.3928	ULSD15 #2 DYED B20	+0.0149	3.3978

CENEX LAST UPDATED 03/03/2023 17:17
 WA TACOMA - USO EFFECTIVE 03/03/2023 18:00

PRODUCT - BRANDED	CHANGE	GROSS PRICE	PRODUCT - BRANDED	CHANGE	GROSS PRICE
BLENDED CLEAR UNL	870 +0.0126	3.3910	UL 10% ETH	870 +0.0141	3.0000
MID GRADE UL	890 +0.0061	4.0504	MG 3B 10% ETH	890 +0.0154	3.1852
PREMIUM UL	920 +0.0058	4.2824	PUL BG 10% ETH	920 +0.0194	3.3351
CENEX ROADMASTER XL	+0.0375	3.5174	ULSD15 RUBY FLOWSTR	+0.0375	3.5214
ULSD15 #2 CLEAR	+0.0375	3.4699	ULSD15 #2 DYED	+0.0375	3.4739

... End of Message...
 NNNN

Confidential Communication: E-mails from this company normally contain confidential and privileged material, and are for the sole use of the intended recipient. Use or distribution by an unintended recipient is prohibited, and may be a violation of law. If you believe that you received this e-mail in error, please do not read this e-mail or any attached items. Please delete the e-mail and all attachments, including any copies thereof, and inform the sender that you have

RESOLUTION NO. 2023-17

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT
FOR CONFLICT INDIGENT DEFENSE COUNSEL WITH
GARRISON LAW OFFICES, INC, P.S.**

WHEREAS, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

WHEREAS, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

WHEREAS, the City is also to provide alternate counsel for indigent defendants ("conflict counsel") should there be a conflict with the current public defender; and,

WHEREAS, the City of Grandview and Garrison Law Offices, Inc., P.S., have negotiated a contract for conflict indigent services commencing March 15, 2023 and expiring on December 31, 2024; and,

WHEREAS, the City Council of the City of Grandview finds it to be in the interest of the City of Grandview to enter into a contract with Garrison Law Offices, Inc., P.S., in the form attached hereto, for the provision of conflict indigent defense services;

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

The Mayor is hereby authorized to enter into a contract for conflict indigent defense services with Garrison Law Offices, Inc., P.S., in the form attached hereto and to take such other action as necessary to effectuate said contract.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 28, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this 28th day of March 2023, by and between Garrison Law Offices, Inc. P.S., hereinafter the “Public Defender”, and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the “City”.

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 516 S. 7th Street, Sunnyside, WA, 98944; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigent defendants in the Grandview Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court where the City’s primary public defender has a conflict that prevents representation of the defendant or defendants.

2. **Public Defender Availability.** Public Defender must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to the client described in Section 1 herein during the course of representing said client.

3. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel (except mileage as set forth in Section 7), telephones, law library, electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

4. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than Two Hundred Fifty Thousand Dollars (\$250,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

B. Professional Liability Insurance

The Public Defender shall maintain or ensure that its professional employees maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than Two Hundred Thousand Dollars (\$200,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing

coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

5. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK - Exhibit A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue burden on the Public Defender's ability to provide the services required under this Agreement.

6. **Term and Renegotiation.** This Agreement shall commence on March 15, 2023 and expires on December 31, 2024.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$170.00 per hour plus mileage at the current I.R.S. rate, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington. Payment shall be sought and paid upon certification that the case has been resolved and closed. All payments shall be made to:

Garrison Law Offices, Inc. P.S.
516 S. 7th Street
Sunnyside, WA 98944

For purposes of compensation, case will be "resolved" and may be closed by Public Defender, and he may request to withdraw, after a finding of guilt in a pending criminal case, after the probation matter for which a hearing is currently set is resolved, or after the issues to be reviewed on a Deferred Prosecution or SOC have been decided.

8. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

9. **Expert Witnesses.** The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.

10. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

11. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

12. **Successors Bound.** Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

13. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

14. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event

the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

15. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

16. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

17. **Non discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

18. **Termination.** The City of Grandview may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

19. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement

shall be governed by the laws of the State of Washington both as to interpretation and performances.

20. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Washington

21. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this 28th day of March, 2023.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: _____
Gloria Mendoza, Mayor
207 West Second Street
Grandview, WA 98930

By: _____
Doug Garrison, WSBA #30857
516 S. 7th Street
Sunnyside, WA 98944

ATTEST:

City Clerk

EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES**
 - The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.

2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.
 - B. Receive notices of appointment for indigent defendants. Set up and maintain files on each assigned defendant.
 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.
 - D. Timely interview defendants in custody anywhere in Yakima County.
 - E. Meet as appropriate with the Assigned Prosecutor to discuss pending matters.
 - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

3. COMPLAINTS

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.

EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- **Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.**
- **Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.**
- **Describe case procedures and timelines.**
- **Listen to client's questions and respond to them.**
- **Enable clients to candidly communicate with counsel.**
- **Facilitate agreements by realistically evaluating allegations and evidence with clients.**
- **Promptly communicate all offers of settlement.**

Prepare cases well

- **Conduct high quality, early case investigation.**
- **Conduct early case negotiations.**
- **Use discovery appropriately.**
- **Prepare for and participate in alternate resolution opportunities that may be available.**
- **Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.**
- **Draft well-researched and written motions and other legal memoranda and other documents.**
- **Competently and aggressively litigate hearings and trials if no agreement is reached.**
- **Appear at all court hearings with clients.**

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- **Explain the importance of obtaining court ordered treatment and/or counseling services to clients.**
- **Develop a thorough knowledge of the resources available.**
- **Explore with clients ways to effectively participate in court ordered treatment and/or counseling.**
- **Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.**

- **In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.**

Prevent continuances and delays within attorney's control

- **Treat all cases assigned to counsel with the highest priority.**
- **Avoid over scheduling whenever possible.**
- **Request continuances only if they are needed for substantive reasons.**

RESOLUTION NO. 2023-18

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING APPLICATION TO THE YAKIMA COUNTY SUPPORTING
INVESTMENTS IN ECONOMIC DEVELOPMENT (SIED) BOARD TO FUND THE
WINE COUNTRY ROAD AND HIGGINS WAY IMPROVEMENT PROJECT**

WHEREAS, to improve the economic vitality of the County, the Yakima County Supporting Investments in Economic Development (SIED) Board is authorized to make grants and loans to political subdivisions to fund projects that support tangible or potential investments in public infrastructure; and

WHEREAS, the Grandview City Council has determined that there is significant potential for private development, growth, and job creation within Grandview City limits on Wine Country Road and Higgins Way; and

WHEREAS, the City Council wishes to authorize application to the Yakima County SIED Board for grant and loan funds to be used to fund public street and infrastructure improvements as mentioned above; and

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

The Public Works Director is authorized to submit an application to the Yakima County SIED Board for a grant/loan of up to \$2,000,000, responsibility of repayment of funds will be on the City of Grandview and private developer, to fund public street and infrastructure improvements on Wine Country Road and Higgins Way.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on March 28, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Anita Palacios

From: Jessie Espinoza <jessie52espinoza@gmail.com>
Sent: Wednesday, March 22, 2023 9:30 AM
To: Gloria Mendoza Mayor of Grandview, WA; Cus Arteaga; Anita Palacios
Subject: Council Resignation
Attachments: Council Resignation.pdf

CAUTION: External Email

All,
Please see the attached resignation letter.

I would like all of you to know that I am extremely grateful and honored to have been a part of the Grandview Team. It was not easy for me to write the attached letter or type this email as I do not consider myself a quitter. However, I have a young family that needs more of my attention at this moment. As I recenter myself and assess where my time will make the most impact it is with my children. I ask that if you need help with anything please do not hesitate to contact me.

I will be stopping by to deliver a hard copy of the letter and my building keys before closing of business on Friday.

--
Jessie Espinoza

3/22/2023

Gloria Mendoza
207 West 2nd St, Grandview WA, 98930

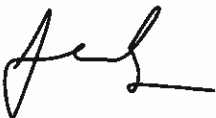
Dear Gloria,

Effective today, March 22, 2023, I am resigning from my position as a city council member. My resignation is due to personal reasons that conflict with my responsibilities as a Councilman.

My family is young and I have come to realize that my family needs more of my time at this moment. I appreciate the opportunity afforded to me. I am proud of the work that we have done as a council and as a team.

I resign knowing that the City of Grandview is in and always will be in great hands. I will miss serving our community in this capacity.

Respectfully,

A handwritten signature in black ink, appearing to read 'Jessie', with a horizontal line extending to the right.

Jessie Espinoza