

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, OCTOBER 24, 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.**

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

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. 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.
- 4. NEW BUSINESS**
  - A. Ordinance levying the 2024 ad valorem property taxes and excess levy taxes 1-9
  - B. Ordinance increasing the 2024 property tax levy for the City of Grandview above the "limit factor" up to 101 percent (1-9)
  - C. Ordinance of the City of Grandview, Washington, regarding a Supporting Investments in Economic Diversification Contract with Yakima County and the City of Grandview for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements; authorizing the Mayor to execute all documents necessary to implement the agreement and receive and expend all monies received under the agreement for the project; and creating project Fund 345 – Old Inland Empire Highway (Welch) Sanitary Sewer Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to Fund 345 10-23
  - D. Ordinance amending Grandview Municipal Code Section 2.48.070 Headstones requiring rebar pins on upright headstones 24-27
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, October 24, 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/84543969518?pwd=avraX18xXr8f6XNFt8wOryGQBwJQyV.1>

To join via phone: +1 253 215 8782

Meeting ID: 845 4396 9518

Passcode: 860969



# BOARD OF YAKIMA COUNTY COMMISSIONERS

Amanda McKinney  
District 1

Kyle Curtis  
District 2

LaDon Linde  
District 3

September 1, 2023

Anita Palacios  
City of Grandview  
207 W 2nd Street  
Grandview WA 98930

**RECEIVED**

SEP - 5 2023

CITY OF GRANDVIEW

**Pursuant to legislation RCW 84.52.020, your Certification for the purpose of levying 2024 property taxes is to be filed with the Board of Yakima County Commissioners on or before November 30 or you will receive no funding from this source.**

To meet this objective, you need to complete the following:

1. As a result of Referendum 47, in a public hearing or forum you will need to pass the following:
  - **ALL TAXING DISTRICT-**  
Will need to pass one resolution for the levy amount up to the full 101% (see sample #1).
  - **TAXING DISTRICTS WITH OVER 10,000 POPULATION -**  
Will need to pass a second resolution increasing the property tax levy to the Implicit Price Deflator (IPD) (see sample #2).
2. Complete a Tax Levy Certification form (see sample #3). On November 30, 2023 the Board of Yakima County Commissioners will, by resolution certify the requested tax amounts to be levied upon property for each taxing district, per RCW 84.52.070.
3. Include an estimate of your cash balance at the beginning and end of your budget period, per RCW 84.52.025.

**Please return each of the above items to me in the County Commissioners Office and a copy of the resolution(s) or ordinance(s) to the Yakima County Department of Assessment on or before November 17, 2023.**

If you have any questions, you may contact me at (509)574-1518 or by e-mail at [brenda.garcia@co.yakima.wa.us](mailto:brenda.garcia@co.yakima.wa.us).

Thank you for your cooperation.

Sincerely,

Brenda Garcia  
Accountant III, Yakima County Commissioners

Cc: Jacob Tate, Department of Property Assessment

**Sample #1** (for all districts)

**Taxing District Name**  
Resolution/Ordinance #XXX

A RESOLUTION/ORDINANCE levying the 2024 ad valor property taxes and excess levy taxes.

WHEREAS, the board/council of the taxing district name has met and considered its budget for the calendar year 2024; and

WHEREAS, the board/council, in the course of considering the budget for 2024 has reviews all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, the board/council has determined that it is in the best interest of and necessary to meet the expenses and obligations of taxing district name and a substantial need exists for the property tax revenue to be increased in 2024;

NOW, THEREFORE, BE IT RESOLVED/ORDAINED, the regular levy request in the amount of \$ \_\_\_\_\_, which is a \$ \_\_\_\_\_ dollar increase from 2023 levy amount and a \_\_\_\_\_% increase of that same 2023 levy amount, plus any amount allowed for new construction and increase in state assessed values.

BE IT FURTHER RESOLVED/ORDAINED, excess levy in the amount of \$ \_\_\_\_\_ for the sole purpose of paying the interest and principal of taxing districts name's general obligation bonds.

RESOLVED/ORDAINED this \_\_\_\_ day of \_\_\_\_\_ 2023

Signatures

**Sample #2**(for districts over 10,000 population)

**Taxing District Name**  
Resolution/Ordinance #XXX

A RESOLUTION/ORDINANCE to increase the 2024 property tax levy for the taxing district name above the “limit factor”, up to 101 percent.

WHEREAS, the board/council of the taxing district name has met and considered its budget for the calendar year 2024; and

WHEREAS, the board/council, in the course of considering the budget for 2024 has reviews all sources of revenue and examined all anticipated expenses and obligations; and

WHEREAS, the board/council has determined that, due to ... the board/council finds there is a substantial need to increase the regular property tax levy rate above the rate of inflation;

NOW, THEREFORE, BE IT RESOLVED/ORDAINED, the limit factor for the regular levy for the calendar year of 2024 shall be 101% of the highest amount of regular property taxes that could have been lawfully levied in this taxing district in any year.

RESOLVED/ORDAINED this \_\_\_\_ day of \_\_\_\_\_ 2023

Signatures

**Sample #3**

**Tax Levy Request Certification**

STATE OF WASHINGTON     )  
COUNTY OF YAKIMA        )

I, \_\_\_\_\_, Clerk of the City/Town of \_\_\_\_\_, do hereby certify that the city council of said city and appearing in the minutes of a meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023, requesting the board of commissioners of Yakima County to levy taxes as follows:

Regular levy request in the amount of \$ \_\_\_\_\_, which is a \$ \_\_\_\_\_ dollar increase from the 2023 levy amount and a \_\_\_\_\_% increase of that same 2023 levy amount, plus any amount allowed for new construction and increase in state assessed values.

Excess levy in the amount of \$ \_\_\_\_\_ for the sole purpose of paying the interest and principal of said District's General Obligation Bonds.

At this time, I also certify that the population of said district is approximately \_\_\_\_\_.

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date



## Jacob Tate, Assessor

128 N 2<sup>nd</sup> St • Room 112 • Yakima, WA 98901 • (509) 574-1100  
Toll-Free 800-572-7354 • Fax (509) 574-1101  
<https://www.yakimacounty.us/Assessor>

Mathew Cordray  
City of Grandview  
207 W 2nd St  
Grandview, WA 98930

September 14th, 2023

The attached Levy calculation forms include information needed for your 2024 property tax levy certification. Because certain elements of value are not provided to the County Assessor until later in the year the calculations include certain estimates. In addition, exemptions and changes to property can change the total assessed value which can adjust the final maximum levy in some cases.

The forms go into more detail, but the most important numbers are as follows:

2024 Maximum Allowed (estimate)	\$1,861,028.25
2024 1% Amount	\$17,934.75
2024 Maximum %	1.0000%
2024 Maximum \$ Increase	\$17,934.75

If you are choosing some amount other than the 1% increase, please check with me to go over what your request should be. It is always a good idea to add to the Maximum Allowed in your levy requests to account for growth in levy and value. Forms from the Department of Revenue have been included and originals can be found at <https://dor.wa.gov/get-form-or-publication/forms-subject/property-tax-forms#Levy>.

If you have any questions, you may contact our office at (509) 574-1100 or by e-mail at [levy@co.yakima.wa.us](mailto:levy@co.yakima.wa.us).

Sincerely,

Jacob Tate  
Yakima County Assessor

District Name Grandview City

Levy Calculations have changed in the last few years. To get to what you may request and how you should word your request we are supplying the below information.

Current Tax Base\* **\$1,085,535,823**

*\*This includes estimated state assessed and personal property amounts.*

**Current Levy Max Amount Calculations**

2023 Max Lawful **\$1,793,474.92**

Times 1.01 (if you certify a resolution adopting an increase = **\$1,811,409.67**

Additional Request Monies For NC = NC amount \* last years certified Rate.

**\$23,624,967 Times 2.08469869 = \$49,250.94**

To calculate additional funds for annexations you take the above two numbers summed and multiply by what the current rate would be using the above estimated tax base minus the annexation amount.

**\$213,770 Multiplied by Rate of: 1.7144 = \$366.48**

**Final Before State Rate Limit: \$1,861,027.09**

Maximum Levy Request is lesser of above or Maximum Statutory Rate \* Tax base.

**Maximum State Limit \$3,663,683.40**

**Max Current Request Allowed \$1,861,027.09**

***The Resolutions/Ordinances must reference a % increase over last years levy, and a \$ amount increase over last years levy. You must also certify a total budget request amount. The % increase over last year \*does not\* include added funds for New construction, State Assessed or Annexations. The budget request must include those as it certifies the total amount you request. You are still limited to the above Maximum Current Request Allowed.***

Previous Amount Levied **\$1,802,260.21**

Funds for New Construction **\$49,250.94**

Funds for Annexations **\$366.48**

Starting Point **\$1,851,877.63**

Plus 1% of Previous Amount (\$ increase) **\$18,022.60**

Plus 1% of Previous Amount (total) **\$1,869,900.23**

\$ increase over previous year if you take maximum **\$18,022.60**

% increase over previous if you take maximum: **1.0000%**

If you have any questions please call Jacob Tate at (509) 574-1112.

**ORDINANCE NO. 2023-\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
LEVYING THE 2024 AD VALOR PROPERTY TAXES AND EXCESS LEVY TAXES**

**WHEREAS**, the City Council has met and considered its budget for the calendar year 2024; and

**WHEREAS**, the City Council, in the course of considering the budget for 2024, has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

**WHEREAS**, the City Council has determined that it is in the best interest of and necessary to meet the expenses and obligations of the City of Grandview and a substantial need exists for the property tax revenue to be increased in 2024;

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

**Section 1.** The regular levy request in the amount of \$1,895,000, which is a \$17,935 increase from 2023 levy amount and a 1% increase of that same 2023 levy amount, plus any amount allowed for new construction and increase in state assessed values.

**Section 2.** This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

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

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**PUBLISHED:**  
**EFFECTIVE:**

**ORDINANCE NO. 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
INCREASING THE 2024 PROPERTY TAX LEVY FOR THE CITY OF GRANDVIEW  
ABOVE THE "LIMIT FACTOR" UP TO 101 PERCENT**

**WHEREAS**, the Grandview City Council has met and considered its budget for the calendar year 2024; and

**WHEREAS**, the City Council, in the course of considering the budget for 2024 has reviewed all sources of revenue and examined all anticipated expenses and obligations; and

**WHEREAS**, the City Council has determined that it is in the best interest of and necessary to meet the expenses and obligations of the City of Grandview and there is a substantial need to increase the regular property tax levy rate above the rate of inflation;

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

**Section 1.** The limit factor for the regular levy for the calendar year of 2024 shall be 101% of the highest amount of regular property taxes that could have been lawfully levied in the City of Grandview in any year.

**Section 2.** This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

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

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**PUBLISHED:**  
**EFFECTIVE:**



**Tax Levy Request Certification**

STATE OF WASHINGTON    )  
COUNTY OF YAKIMA     )

I, Anita Palacios, City Clerk of the City of Grandview, do hereby certify that the City Council of said City and appearing in the minutes of a meeting held on the 14<sup>th</sup> day of November, 2023, requesting the Board of Commissioners of Yakima County to levy taxes as follows:

Regular levy request in the amount of \$1,895,000, which is a \$17,935 increase from the 2023 levy amount and a 1% increase of that same 2023 levy amount, plus any amount allowed for new construction and increase in state assessed values.

At this time, I also certify that the population of said City is approximately **11,360**.

**CITY OF GRANDVIEW**

Anita G. Palacios, MMC  
City Clerk

Dated: November 14, 2023

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

**ITEM TITLE**

Ordinance regarding a Supporting Investments in Economic Diversification Contract with Yakima County and the City of Grandview for the Old Inland Empire Highway (Welch) Sewer Main Improvements; authorizing the Mayor to execute all documents necessary to implement the agreement and receive and expend all monies received under the agreement for the project; and creating project fund 345 – Old Inland Empire Highway (Welch) Sewer Main Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to fund 345

**AGENDA NO.:** New Business 4 (C)

**AGENDA DATE:** October 24, 2023

**DEPARTMENT**

Public Works Department

**FUNDING CERTIFICATION** (City Treasurer) (If applicable)

N/A

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director



**CITY ADMINISTRATOR**

**MAYOR**




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

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

The City determined that there was significant potential for private development, growth, and job creation within Grandview City limits by improving the Old Inland Empire Highway industrial sanitary sewer mains. The City applied to the Yakima County SIED Board for a grant/loan of up to \$2,000,000 to be used to fund public industrial sanitary sewer improvements as mentioned above. The responsibility of repayment of funds will be the City and the private developer (Welch). Welch will be contributing the 20% match requirement of approximately \$400,000.

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

The City was awarded a half grant and half loan in the amount of \$2,000,000.00; \$1,000,000.00 to be in the form of a loan and \$1,000,000.00 to be in the form of a grant from the Yakima County Supporting Investments in Economic Diversification (SIED) Fund for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements. In addition, Welch Foods, Inc., will be contributing the 20% match of \$400,000.00.

Please note Exhibit A is not attached to the SIED Contract at this time. Exhibit A is the debt service schedule that is not completed until both parties sign. This is because interest is calculated on the date the County Commissioners sign the agreement, as they sign last. It saves the City interest because if the County calculated the debt schedule now, the City would be paying interest from the date the County Treasurer calculates the schedule. Therefore, knowing the date the agreement becomes effective (date both parties sign), the interest rate (6.18%) and terms of payment (ten payments with the first payment June 1, 2025 and last payment June 1, 2034) provides everything necessary in the agreement to calculate Exhibit A.

As all other requirements for Exhibit A are now in the agreement except the date signed, waiting to attach Exhibit A only benefits the City.

Following the execution of the SIED Contract by the County and the City and the completion of the debt service schedule, a repayment agreement will be prepared for execution by the City and the private developer to repay the \$1,000,000.00 portion of the SIED loan.

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#### **ACTION PROPOSED**

Move an ordinance regarding a Supporting Investments in Economic Diversification Contract with Yakima County and the City of Grandview for the Old Inland Empire Highway (Welch) Sewer Main Improvements; authorizing the Mayor to execute all documents necessary to implement the agreement and receive and expend all monies received under the agreement for the project; and creating project fund 345 – Old Inland Empire Highway (Welch) Sewer Main Improvements and authorizing the City Treasurer to make interfund loans to support cash flow to fund 345 to a regular Council meeting for consideration.

**ORDINANCE NO. 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, REGARDING A SUPPORTING INVESTMENTS IN ECONOMIC DIVERSIFICATION CONTRACT WITH YAKIMA COUNTY AND THE CITY OF GRANDVIEW FOR THE OLD INLAND EMPIRE HIGHWAY (WELCH) SANITARY SEWER IMPROVEMENTS; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO IMPLEMENT THE AGREEMENT AND RECEIVE AND EXPEND ALL MONIES RECEIVED UNDER THE AGREEMENT FOR THE PROJECT; AND CREATING PROJECT FUND 345 – OLD INLAND EMPIRE HIGHWAY (WELCH) SANITARY SEWER IMPROVEMENTS AND AUTHORIZING THE CITY TREASURER TO MAKE INTERFUND LOANS TO SUPPORT CASH FLOW TO FUND 345**

**WHEREAS**, sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040; and

**WHEREAS**, the City proposes to construct a project with a combination of City, private, and County funds, including \$2,000,000.00 from the SIED Fund, \$1,000,000.00 to be in the form of a loan, and \$1,000,000.00 to be in the form of a grant, and thereafter to own and operate the Project for the benefit of the City and the County; and

**WHEREAS**, RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals; and

**WHEREAS**, RCW 43.160.020 was adopted and amended for related purposes with those of RCW 82.14.370, to define public facilities to include various buildings, structures and works, such as the City's project; and

**WHEREAS**, the County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development; and

**WHEREAS**, the County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors; and

**WHEREAS**, New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval; and

**WHEREAS**, the SIED Fund balance is sufficient to make the requested contribution to the Project; and

**WHEREAS**, RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each; and

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

SECTION 1: The recitals set forth above are hereby incorporated herein.

SECTION 2: The Mayor or the appropriate City official are authorized to execute all documents necessary to execute and implement the Supporting Investments in Economic Diversification, SIED, Contract with Yakima County (Agreement) and are further authorized to receive and expend all monies received under the Agreement for the Project.

SECTION 3: Fund 345 – Old Inland Empire Highway (Welch) Sewer Main Improvements is hereby established to track revenue and expenditures for the Project and that fund shall be budgeted in the City’s 2023 Budget.

SECTION 4: The City Treasurer, or her designee, is authorized to make interfund loans from an appropriate City Fund to Fund 345 – Old Inland Empire Highway (Welch) Sewer Main Improvements, in the minimum amount necessary to cover any cash flow shortage in Fund 345, caused by the Agreement. These loans shall be repaid as soon as funding is available to cover the cash flow shortage. All terms required by the State BARS manual shall be incorporated into the loan document, including interest, if applicable.

SECTION 5: The provisions of this ordinance are hereby declared to be severable. If any section, subsection, sentence, clause, or phrase of this ordinance or its application to any person or circumstance is for any reason held to be invalid or unconstitutional, the remainder of this ordinance shall not as a result of said section, subsection, sentence, clause, or phrase be held unconstitutional or invalid.

SECTION 6: This ordinance shall take effect five (5) days after passage and publication of an approved summary thereof consisting of the title.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**PUBLICATION:**  
**EFFECTIVE:**

**YAKIMA COUNTY  
and  
CITY OF GRANDVIEW  
(Welch Sanitary Sewer or Old Inland Empire Highway Sewer Main Improvements)**

**1. PARTIES**

This Supporting Investments in Economic Diversification (hereinafter referred to as SIED) Contract is made by and between Yakima County (hereinafter referred to as **the County**) whose address is 128 North Second Street, County Courthouse, Room 102, Yakima, Washington 98901, and **the City of Grandview** (hereinafter referred to as **the City**) whose address is 207 West Second Street, Grandview, Washington 98930. Notices between the parties shall be made where and as provided for on Page 7, Section 22, NOTICES.

**2. TERM**

This Contract takes effect upon execution hereof by the authorized representatives of both parties and continues in effect until all payments required under Section 5, MUTUAL CONSIDERATION, Subsection B. REPAYMENT OF COUNTY LOAN, have been made or until terminated as provided for in Section 8, SUSPENSION, TERMINATION, AND CLOSEOUT, provided, the County's right under Section 5, MUTUAL CONSIDERATION, Subsection D. OWNERSHIP AND USE, to use the Project shall continue so long as the Project remains in use.

**3. PURPOSE**

The purpose of this Contract is to provide for the construction of certain infrastructure improvements (hereinafter referred to as **the Project**) using certain County funds designated for such infrastructure. The Project will construct sanitary sewer south from Old Inland Empire Highway, remove existing sewer which is inaccessible for maintenance, and replace failing sanitary sewer to approximately 36 acres of land zoned as Light Industrial, 5 acres zoned as Single Family Residential, and 9 acres of land zoned as Manufactured Home Park. This will allow Welch's to construct a proposed new pre-treatment system for their operations and combine the discharges from both of their plants through this pre-treatment system for discharge to the City sewer. The existing City sewer line is undersized and showing advanced corrosion damage.

**4. RECITALS**

- A. The Parties make this Contract based on and in recognition of certain relevant facts and circumstances including:
- B. Sales and use taxes are collected in and for the County under authority of RCW 82.14.370 and Yakima County Code 3.10.010 for the purpose of financing public facilities in the County, and the proceeds are deposited in the Yakima County Infrastructure Fund (also referred to as SIED Fund), according to YCC 3.10.040.

- C. The City proposes to construct the Project with a combination of City, private, and County funds, including **\$2,000,000.00 from the SIED Fund, \$1,000,000.00 to be in the form of a *loan*, and \$1,000,000.00 to be in the form of a *grant***, and thereafter to own and operate the Project for the benefit of the City and the County.
- D. RCW 82.14.370 was adopted to serve the goals of promoting business in rural distressed areas, providing family wage jobs and the development of communities of excellence in such areas, and the parties expect the Project to further these goals.
- E. RCW 43.160 and 43.160.020 adopted and amended for related purposes with those of RCW 82.14.370, define public facilities to include various buildings, structures and works, such as the Project.
- F. The County, under authority of RCW 36.01.085, and by agreement of February 19, 1999, has engaged the Yakima County Development Association, also known as New Vision, to provide administrative and technical assistance in furtherance of the County's economic development.
- G. The County has also created the SIED Board to review applications for grants from the SIED Fund and make recommendations for SIED Fund investments based on commitment of other funds, potential for resulting job creation, and other factors.
- H. New Vision has investigated the Project and assisted in preparing the pending application for SIED funds, and the SIED Board has reviewed the application for SIED funds and has recommended approval.
- I. The SIED Fund balance is sufficient to make the requested contribution to the Project.
- J. RCW 39.34 authorizes interlocal agreements whereby municipal governments may jointly exercise the powers granted to each.

## 5. MUTUAL CONSIDERATION

- A. **COUNTY LOAN**—The County shall *loan* **One Million Dollars and Zero Cents (\$1,000,000.00)** for the Project described herein. **This loan amount shall be drawn on the SIED Fund by County warrant, payable to the City, upon the next Yakima County Auditor's warrant issue.**
- B. **REPAYMENT OF COUNTY LOAN**—The City shall *repay* the County's loan of **One Million Dollars and Zero Cents (\$1,000,000.00)** with interest on unpaid principal, at an annual per annum rate of **6.37%**, which is the Yakima County Interfund Loan Rate. In the event the contract is executed after December 15, 2023, the parties agree to use the current yield on the date this contract is fully executed by both parties. Interest shall accrue from the date this contract is approved by the County.

**Repayment of principal and interest shall be made in ten annual installments. The first payment shall be due on June 1, 2026, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2035; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.**

**Payment shall be by check payable to Yakima County Infrastructure Fund and delivered to Yakima County Treasurer, Yakima County Courthouse, Room 115, 128 North 2nd Street, Yakima, WA 98901. The City obligation hereunder shall be a limited general obligation of the City, payable from any legally available source of funds. Exhibit A attached hereto and incorporated herein reflects the Debt Service Schedule as noted.**

**In the event of payment by the City of any one or more installments, or of the entire loan balance, before the date prescribed in Exhibit A, interest shall accrue on such installment(s) or balance until, but not beyond, the June 1 next succeeding the date of such payment(s). If more than one installment is paid during any repayment year, then the repayment period recited above shall be correspondingly shortened and the scheduled of payments reflected in Exhibit A shall be correspondingly advanced.**

- C. COUNTY GRANT—The County shall grant One Million Dollars and Zero Cents (\$1,000,000.00) to the City for the Project described herein. This grant shall be by County warrant drawn on the SIED Fund and payable to the City within 30 days of the County’s receipt of a signed copy of the Project engineer’s certificate that 50 percent of the work on the Project has been completed and the City’s invoice for said grant.**

**The Project must be at least 50 percent completed three years from the date this contract is approved by the County. If the project is not at least 50 percent complete by this date, the grant portion of this agreement will be terminated and the City will not receive the grant in the amount of One Million Dollars and Zero Cents (\$1,000,000.00).**

**The above contract provision is specifically bargained for by the County and the City agrees to it. The County shall have the unilateral power to determine if the project is fifty (50) percent complete by the three (3) year period from execution. The parties agree that in the event that this contract term is invoked by the County that it will hold the County harmless and release the County from any and all claimed actual and/or consequential damages that may result from the County’s decision to withhold the Grant funds if the City does not meet the fifty percent building requirement.**

- D. OWNERSHIP AND USE—The City shall construct, own, maintain, and operate the Project as a part of its public infrastructure for economic development, available for use by manufacturing and industrial concerns proximate to the Project. The City shall also permit the use of the Project by the County and its departments on like terms with other users, at such time as the Board of Yakima County Commissioners may deem expedient. For purposes of this paragraph, ownership, maintenance, and operation of the Project or any portion thereof by another municipality, under any conveyance or dedication, which is subject to and preserves the County’s right of use, shall be deemed ownership, maintenance, and operation by the City.**

## **6. RECORDS, REPORTS AND AUDITS**

The City agrees to maintain such records, make such reports, and follow such procedures as may be required by the County, pertaining to this Contract. All records pertaining to this Contract and work undertaken hereunder shall be retained by the City for a period of seven years after final audit unless a longer period is required to resolve audit findings or litigation. The County and other authorized representatives of the State and Federal government shall have access to any books, documents, papers, and records of the City, which pertain to this Contract or work undertaken hereunder for the purpose of making audit, examination, excerpts, and transcriptions.

## **7. RELATIONSHIP OF PARTIES AND AGENTS**

- A. The relationship of the City to the County, with regard to construction of the Project, shall be that of an independent contractor rendering professional services. The City shall have no authority to execute contracts or to make commitments on behalf of the County and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the County and the City.
- B. The City represents that it has or will secure at its own expense all personnel, contractors, and/or subcontractors required in order to perform work under this Contract. Such personnel shall not be employees of the County. All such personnel, contractors, and/or subcontractors shall be fully qualified and authorized/permitted under State and/or local law to perform such services.
- C. All services required hereunder will be performed by the City or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.

## **8. SUSPENSION, TERMINATION, AND CLOSEOUT**

- A. If the City fails to comply with the terms and conditions of this Contract, the County may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this Contract in the manner specified herein:
- B. **SUSPENSION**—If the City fails to comply with terms and conditions of this Contract, or whenever the City is unable to substantiate full compliance with provisions of this Contract, the County may suspend this Contract pending corrective action or investigation, effective not less than seven days following written notification to the City or its authorized representative. The suspension will remain in full force and effect until the City has taken corrective action to the satisfaction of the County and is able to substantiate its full compliance with the terms and conditions of this Contract. No obligations incurred by the City or its authorized representative during the period of suspension will be allowable under this Contract, except:
  - I. Reasonable, proper, and otherwise allowable costs which the City could not avoid during the period of suspension;
  - II. Otherwise, allowable costs incurred during the period of suspension, if upon investigation, the County is satisfied of the City's compliance with the terms

and conditions of this Contract to the extent of the compensation claimed by the City.

**C. TERMINATION FOR CAUSE**—If the City fails to comply with the terms and conditions of this Contract and any of the following conditions exist:

- I. The lack of compliance with the provisions of this Contract were of such scope and nature that the County deems continuation of this Contract to be substantially detrimental to the interests of the County;
- II. The City has failed to take satisfactory action as directed by the County or its authorized representative within the time period specified by same;
- III. The City has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Contract; then,
- IV. The County may terminate this Contract in whole or in part, and thereupon shall notify the City of termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the City. After this effective date, no charges incurred under any terminated portions outlined in the application for funding are allowable.

**D. TERMINATION FOR OTHER GROUNDS**—This Contract may also be terminated in whole or in part by mutual consent and written agreement setting forth the conditions of termination, including effective date and, in case of termination in part, that portion to be terminated.

**9. COPYRIGHT RESTRICTION**

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the City.

**10. COMPLIANCE WITH LAWS**

The County and the City shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments with regard to the performance of this Contract.

**11. TITLE VI OF THE CIVIL RIGHT ACT OF 1964**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**12. SECTION 109—HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to

discrimination under any program or activity funded in whole or in part with funds made available under this title.

**13. AGE DISCRIMINATION ACT OF 1975 (As Amended)**

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funding assistance (42 U.S.C. 610 et. seq.)

**14. SECTION 504 OF THE REHABILITATION ACT OF 1973 (As Amended)**

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving Federal funds (29 U.S.C. 794).

**15. INTEREST OF AGENTS AND OFFICERS OF THE COUNTY AND THE CITY**

No member of the governing body of either party and no other officer, employee, or agent of either party who exercises any functions or responsibilities in connection with the planning or carrying out of the Project shall have any personal financial interest, direct or indirect, in this Contract.

**16. HOLD HARMLESS AND INDEMNITY**

The City shall indemnify and hold harmless the County, its officers, agents, and employees, from all liability, loss or damage, including costs of defense they may suffer as a result of claims, demands, actions costs, or judgments which result from the activities to be performed by the City, its agents, employees, or subcontractors pursuant to this Contract.

**17. PUBLIC LIABILITY**

The City or its contractor(s) shall maintain for the duration of work under this Contract, issued on an occurrence basis, comprehensive liability insurance with a combined single limit of not less than five million dollars (\$5,000,000.00) from a company authorized to provide insurance in the State of Washington. Said policies shall provide that the policy shall not be canceled or altered by any party without written notice to Yakima County, delivered not less than 30 days prior to such cancellation or alteration. Applicant certifies that comprehensive liability insurance with a combined single limit of not less than \$5,000,000.00 is in effect.

**18. ASSIGNABILITY**

The City shall not assign any interest in this Contract and shall not transfer any interest in this Contract (whether by assignment or novation) without prior written consent of the County thereto, provided, however, that claims for money by the City from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County by the City.

**19. NON-WAIVER**

The failure of either party to insist upon strict performance of any provision of this Contract or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Contract.

**20. CONTRACT MODIFICATIONS**

It is mutually agreed and understood that no modification or waiver of any clause or condition of this Contract is binding upon either party unless such modification or waiver is in writing and executed by the County and the City.

**21. SEVERABILITY**

If any portion of this Contract is changed per mutual contract or any portion is held invalid, the remainder of this Contract shall remain in full force and effect.

**22. NOTICES**

A. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

**TO CITY:** Cus Arteaga  
City Administrator/Public Works Director  
207 West Second Street  
Grandview, WA 98930

**TO COUNTY:** Craig Warner, Financial Services Director  
128 North Second Street, Room 232  
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

**23. INTEGRATION**

This Contract contains all terms and conditions agreed to by the County and the City. There are no other oral or written agreements between the City and County as to the subjects contained herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

**24. GOVERNING LAW AND VENUE**

All questions of the validity, construction, and application of this Contract shall be governed by the laws of the State of Washington. Venue for any suit between the parties arising out of this Contract shall be the Superior Court of Yakima County, Washington.

**25. FILING**

Upon execution by the authorized representatives of the parties, a copy of this Contract shall be promptly filed with the Yakima County Auditor pursuant to RCW 39.34.040.

\*\*\*\*\*

IN WITNESS WHEREOF, the County and the City have executed this Contract as of the date and year last written below.

**CITY OF GRANDVIEW**

**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
Gloria Mendoza, Mayor

\_\_\_\_\_  
LaDon Linde, Chair

**Approved as to Form:**

\_\_\_\_\_  
Amanda McKinney, Commissioner

\_\_\_\_\_  
Quinn Plant, City Attorney

\_\_\_\_\_  
Kyle Curtis, Commissioner

**Approved as to Form:**

**Attest:**

\_\_\_\_\_  
Dan Clark, Deputy Prosecuting Attorney

\_\_\_\_\_  
Anita Palacios, City Clerk

**CONTRACT AUTHORIZATION**

**Attest:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Lawrence, Clerk of the Board

\_\_\_\_\_  
Date

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

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business 4 (D)
Ordinance amending Grandview Municipal Code Section 2.48.070 Headstones requiring rebar pins on upright headstones	<b>AGENDA DATE:</b> October 24, 2023
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)
Public Works Department	

**DEPARTMENT DIRECTOR REVIEW**

Cus Arteaga, City Administrator/Public Works Director 

**CITY ADMINISTRATOR** **MAYOR**

 

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

None

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

With the approval of upright headstones at the Grandview Cemetery, staff has received several requests for oversized headstones. In September 2023, there was an incident at the cemetery wherein family members were doing a photoshoot of a family member's new headstone and, as a result, the family accidentally pushed over the headstone which landed on a family member's young child.

Staff is recommending that it be a requirement that rebar pins be added to upright headstones in an attempt to eliminate and/or reduce situations such as this. It is recommended that wording be incorporated in the Municipal Code that requires the addition of two ½-inch rebar pins to help secure the top of the headstone to the bottom base of the headstone. Each rebar pin will be drilled approximately four inches into the top and the base of the headstone and then both pieces would be glued together which will help secure the top from falling over.

An ordinance revising Grandview Municipal Code Section 2.48.070 Headstones to require rebar pins on upright headstones is attached.

**ACTION PROPOSED**

Move an ordinance amending Grandview Municipal Code Section 2.48.070 Headstones requiring rebar pins on upright headstones to a regular Council meeting for consideration.

**ORDINANCE NO. 2023-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 2.48.070 HEADSTONES  
REQUIRING REBAR PINS ON UPRIGHT HEADSTONES**

**WHEREAS**, a cemetery is a place not only for the burial of the dead, but for the expression of love and respect by the living for the dead, it will always be the aim of the City to maintain the City of Grandview Cemetery as a quiet, beautiful memorial to those who have passed on, and,

**WHEREAS**, to attain and maintain a general good affect within the cemetery, it is essential that every part of it be well cared for, the City of Grandview Cemetery through its endowment trust agreement and, by retaining reasonable control of all activities within its grounds, intended to accomplish this end, and,

**WHEREAS**, the City has no desire to interfere with the privileges and tastes of the individual, but in all modern cemeteries, it has been found necessary to formulate Rules and Regulations in order to guard the rights of individuals and to maintain beauty; to insure a respectable manner of reposing of the deceased and a proper observance of the sacredness of the institution, and,

**WHEREAS**, uniformity is, in many respects, important, and one of the main purposes of these Rules and Regulations is to give the City of Grandview Cemetery the legal right to refuse permission of owners of property within the cemetery or niche wall to do things which in its judgment are inappropriate or conflicting with these Rules and Regulations, and,

**WHEREAS**, the rules contained herein have been formulated after careful study and after due consideration of the rules in force in other leading cemeteries of the county, and they have been adopted for the sole purpose of safeguarding the interests of the individual owners of the interment space,

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

**SECTION 1.** Grandview Municipal Code Section 2.48.070 Headstones which reads as follows:

**2.48.070 Headstones.**

A. All headstones shall be set by the city public works department and in accordance with this chapter. Headstones may vary in size; therefore, the maximum allowable headstone sizes are as follows:

1. Single headstones for adult spaces: 12 inches by 24 inches.
2. Double headstones for adult spaces: 12 inches by 36 inches.
3. Single or double headstones in Block 7 (cremation area): eight inches by 16 inches.

4. Double headstones placed between two spaces in Block 7 (cremation area): eight inches by 32 inches.
  5. Headstones for child spaces: eight inches by 16 inches.
- B. The Public Works Department may require additional information or drawings, as it deems necessary, to ensure that the headstones are set in compliance with this policy.
1. All headstones will be inspected by the public works department prior to being scheduled for setting.
  2. All headstones will be set in such a manner so as not to interfere with the maintenance of the grounds.
  3. All headstones will be set in concrete with a minimum of six inches along all borders.
  4. Upright headstones are allowed in all blocks of the cemetery.
  5. All adult and child headstones are to be set in alignment with each row.
  6. All headstone setting fees must be paid prior to the setting of a headstone.
  7. The installation of markers and of foundations for such markers is made by the city with a proper charge for the material and labor involved.

**Is hereby amended to read as follows:**

**2.48.070 Headstones.**

- A. All headstones shall be set by the city public works department and in accordance with this chapter. Headstones may vary in size; therefore, the maximum allowable headstone sizes are as follows:
1. Single headstones for adult spaces: 12 inches by 24 inches.
  2. Double headstones for adult spaces: 12 inches by 36 inches.
  3. Single or double headstones in Block 7 (cremation area): eight inches by 16 inches.
  4. Double headstones placed between two spaces in Block 7 (cremation area): eight inches by 32 inches.
  5. Headstones for child spaces: eight inches by 16 inches.
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  2. All headstones will be set in such a manner so as not to interfere with the maintenance of the grounds.
  3. All headstones will be set in concrete with a minimum of six inches along all borders.
  4. Upright headstones are allowed in all blocks of the cemetery.
  5. All adult and child headstones are to be set in alignment with each row.
  6. All headstone setting fees must be paid prior to the setting of a headstone.
  7. All upright headstones must have a minimum of two ½" rebar pins that attach the top monument to the base. The headstone/monument company must provide the structural pins and are also responsible for having the holes pre-drilled. All ½" rebar pins will be ½" shorter than the space provided.

Due to the various thicknesses of monument bases, the pre-drilled holes shall be as follows:

a. On a base that is 6" thick or thicker, the ½" pre-drilled holes shall be 4" in depth on the base and 4" in depth up into the top monument.

b. On a base that is 4" thick, the ½" pre-drilled holes shall be 2" in depth on the base and 4" in depth up into the top monument.

8. The installation of markers and of foundations for such markers is made by the city with a proper charge for the material and labor involved.

**SECTION 2.** This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

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

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**PUBLICATION:**

**EFFECTIVE:**