

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 27, 2024**



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** – Heaven Medina, kindergarten student at H.T. Elementary
3. **APPROVE AGENDA**
4. **PRESENTATIONS**
 - A. Certificates of Extraordinary Achievement – GHS Boys & Girls State Wrestling Teams
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. 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.*
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 February 13, 2024 Committee-of-the-Whole meeting 1-8
 - B. Minutes of the February 13, 2024 Council meeting 9-12
 - C. Payroll Check Nos. 13760-13774 in the amount of \$101,694.99
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61261-61265 in the amount of \$98,127.82
 - E. Payroll Direct Deposit 2/1/24-2/15/24 in the amount \$138,498.82
 - F. Claim Check Nos. 128352-128433 in the amount of \$952,539.38
7. **ACTIVE AGENDA** – *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. Public Hearing – Grandview Municipal Code Text Amendments Chapter 17.36 13-23
R-1P Single-Family Residential Park District
 - B. Ordinance No. 2024-02 amending Grandview Municipal Code Chapter 17.36 24-30
R-1P Single Family Residential Park District

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| C. Resolution No. 2024-07 accepting the West Fifth Street and Elm Street Resurfacing Improvements as complete | 31 |
| D. Resolution No. 2024-08 accepting the Sludge Drying Bed Improvements – Phase 2 as complete | 32 |
| E. Resolution No. 2024-09 accepting the Headworks Bypass Improvements as complete | 33 |
| F. Resolution No. 2024-10 approving Task Order No. 2024-03 with HLA Engineering and Land Surveying, Inc., for the Lower Yakima Valley Pathway Improvements | 34-39 |
| G. Ordinance No. 2024-03 amending the 2024 Annual Budget | 40-42 |
| H. Resolution No. 2024-11 authorizing the Police Chief to execute and administer an Interlocal Agreement for participation in the Law Enforcement Against Drugs (LEAD) Task Force | 43-61 |
| I. Resolution No. 2024-12 authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and the City of Grandview for Animal Control Agreement | 62-69 |
| J. Ordinance No. 2024-04 relating to an annual amendment to the City's Comprehensive Plan amending the future land use map; and providing for other matters properly relating thereto (Wyckoff Comp Plan Amendment) | 70-89 |
| K. Ordinance No. 2024-05 relating to an annual amendment to the City's Comprehensive Plan amending the zoning map; and providing for other matters properly related thereto (Wyckoff Rezone) | 90-109 |
| L. Resolution No. 2024-13 authorizing the Mayor to sign a Satellite Management Contract for Contract Operator of the City of Grandview Group A Community Water System in Yakima County | 110-120 |
| 8. UNFINISHED AND NEW BUSINESS | |
| 9. CITY ADMINISTRATOR AND/OR STAFF REPORTS | |
| 10. MAYOR & COUNCILMEMBER REPORTS | |
| 11. ADJOURNMENT | |

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, February 27, 2024 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/82321927276?pwd=YtQacGNFHLC3wNgy5Zg1eN8KHK8jtp.1>

To join via phone: +1 253 215 8782

Meeting ID: 823 2192 7276

Passcode: 012677

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
FEBRUARY 13, 2024**

1. CALL TO ORDER

Mayor Ashley Lara 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 Lara and Councilmembers Steve Barrientes, David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Fire Chief Pat Mason, Public Works Director Hector Mejia, Library Director Wendy Poteet and City Clerk Anita Palacios

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Resolution accepting the West Fifth Street and Elm Street Resurfacing Improvements as complete

Public Works Director Mejia explained that American Rock Products completed the construction of the West Fifth Street and Elm Street Resurfacing Improvements. Staff recommended Council accept the project as complete once the requirements in the January 25, 2024 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Moore, the C.O.W. moved a resolution accepting the West Fifth Street and Elm Street Resurfacing Improvements as complete to the February 27, 2024 regular Council meeting for consideration.

Vote:

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

- Councilmember Souders – Yes

B. Resolution accepting the Sludge Drying Bed Improvements – Phase 2 as complete

Public Works Director Mejia explained that Goodman & Mehlenbacher Enterprises, Inc., completed the construction of the Sludge Drying Bed Improvements – Phase 2. Staff recommended Council accept the project as complete once the requirements in the January 29, 2024 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Discussion took place.

On motion by Councilmember Barrientes, second by Councilmember Souders, the C.O.W. moved a resolution accepting the Sludge Drying Bed Improvements – Phase 2 as complete to the February 27, 2024 regular Council meeting for consideration.

Vote:

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

C. Resolution accepting the Headworks Bypass Improvements as complete

Public Works Director Mejia explained that Industrial Construction of WA completed the construction of the Headworks Bypass Improvements. Staff recommended Council accept the project as complete once the requirements in the January 30, 2024 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution accepting the Headworks Bypass improvements as complete to the February 27, 2024 regular Council meeting for consideration.

Vote:

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

D. Lower Valley Pathway Resurfacing Improvements Requests for Qualifications for Municipal Engineering Services

City Administrator Fisher explained that the City solicited Requests for Qualifications (RFQ) from consulting firms with expertise in civil and structural engineering design and construction engineering services for the Lower Valley Pathway Resurfacing Improvements. This project was being funded through the American Rescue Plan Act (ARPA) and consisted of resurfacing approximately four (4) miles of existing recreational pathway. Construction of the proposed project was expected to start Spring of 2024. The City advertised and received one proposal from HLA Engineering and Land Surveying, Inc., of Yakima, WA. HLA has been providing municipal engineering services to the City of Grandview since 1989 and have always provided quality work.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Rodriguez, the C.O.W. selected HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm for the Lower Valley Pathway Resurfacing Improvements and directed staff to negotiate a professional service/consultant agreement with said engineering firm for presentation at a regular Council meeting for consideration.

Vote:

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

E. Ordinance amending the 2024 Annual Budget

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets during the first month of 2024 identified numerous budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2024 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

- Current Expense Fund: Increased estimated beginning fund balance. Increase appropriations for City Administrator Retirement, State Auditor Audits and Museum Memorial Ending Balance. Net effect was an increase in estimated ending fund balance.
- American Rescue Plan Act Fund: Increased estimated beginning fund balance. Increase appropriations for project balances not spent in 2023 as well as Mainstreet – Business Revenue Recovery, Flock Camera Maintenance, Police Department Facility, Marketing Materials and Survey, Pool Splash Pad, Park Playground Equipment, Pickleball Courts and Transfer Out – Cemetery. Net effect was a decrease in estimated ending fund balance.
- Yakima Co. Law & Justice Tax Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Street Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.

- Transportation Benefit District Fund: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.
- Cemetery Fund: Increased estimated beginning fund balance. Increase revenues for Transfer In – ARPA Fund. Increase appropriations for New Cemetery Engineering. Net effect was an increase in estimated ending fund balance.
- Capital Improvement Fund: Increased estimated beginning fund balance. Increase appropriations for Dykstra & Bren Park Restrooms. Net effect was an increase in estimated ending fund balance.
- WCR & McCreddie Utilities Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- WCR & Higgins Improvement Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- OIE (Welch's) & 5th Street Improvements Fund: Increased estimated beginning fund balance. Decrease revenues for Yakima County SIED Loan. Net effect was an increase in estimated beginning fund balance.
- E.M.S. Fund: Increased estimated beginning fund balance. Increase appropriations for Ambulance Services. Net effect was a decrease in estimated ending fund balance.
- Water Fund: Increased estimated beginning fund balance. Increase appropriations for City Administrator Retirement and New Well – ARPA Funding. Net effect was an increase in estimated ending fund balance.
- Sewer Fund: Increased estimated beginning fund balance. Increase appropriations for City Administrator Retirement. Net effect was an increase in estimated ending fund balance.
- Irrigation Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Solid Waste Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.
- Equipment Rental Fund: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved an ordinance amending the 2024 Annual Budget to the February 27, 2024 regular Council meeting for consideration.

Vote:

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

F. **Resolution authorizing the Police Chief to execute and administer an Interlocal Agreement for participation in the Law Enforcement Against Drugs (LEAD) Task Force**

Police Chief Fuller explained that on October 15, 1990, Council approved Resolution No. 90-59, authorizing the Mayor to sign an Interlocal Agreement to participate in the Lower Valley Drug Task Force. Upon formation, it included all the police agencies throughout the Yakima Valley, as well as the Washington State Patrol and the Yakima County Sheriff Office. The purpose of the LEAD Drug Task Force was to address drug trafficking and gang violence throughout the valley. Throughout the years of the existence of the LEAD Drug Task Force, changes were made which changed the agency participation of those involved. From time to time, agencies have entered and left the Task Force for various reasons, along with changes in the funding levels of the Task Force. At each time this occurs, a new Interlocal Agreement needs to be completed with the current agencies whom were involved included in it. The proposed resolution allows the Police Chief or his designee to have the authority to sign these agreements, MOUs, and make necessary amendments on the City's behalf as a member of the executive board of the LEAD Drug Task Force.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Diaz, the C.O.W. moved a resolution authorizing the Police Chief to execute and administer an Interlocal Agreement for participation in the Law Enforcement Against Drugs (LEAD) Task Force to the February 27, 2024 regular Council meeting for consideration.

Vote:

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

G. **Resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and the City of Grandview for Animal Control Agreement**

City Administrator Shane Fisher explained that in 2023, the Yakima Humane Society (YHS) decided to terminate their Animal Control Services agreement with both Grandview and Sunnyside at the end of 2023. YHS stated that performing Animal Control Services makes no financial or logistical sense for them since they were always at or above capacity for their facility. It was determined that YHS operated with a large amount of private funding, which was contingent on YHS being a "no kill" facility. The number of animals that were taken into housing outstrips the number of dogs that could be adopted or outsourced. The model was flawed because there was no way to create housing space when needed for new animals. The City of Grandview was approached by the City of Sunnyside in the summer of 2023, to discuss the possibility of partnering in the development and implementation of an Animal Control Services (ACS) program.

With the number of stray or loose dogs within the Grandview city limits, and the lack of third-party programs to address these issues, staff decided to work through what a program would look like. The proposed agreement was for the City of Grandview to pay 50% of the salary/benefits for the newly hired Animal Control Officer (ACO). This would give the City approximately 20 hours/week for the ACO to patrol and pick up any stray dogs. The ACO would also respond to bites or aggressive animals as needed. The annual cost for these services to the City of Grandview would be \$42,520.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign an Interlocal Agreement between the City of Sunnyside and the City of Grandview for Animal Control Agreement to the February 27, 2024 regular Council meeting for consideration.

Vote:

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

H. Emergency Medical Transport (Ambulance) Services

Fire Chief Mason provided the following update regarding ambulance services supplied to the City of Grandview.

History up to this point with Sunnyside:

- A. In 2018 and 2019, the City evaluated local ambulance services and decided to enter into an Interlocal Agreement (ILA) with the City of Sunnyside to provide primary ambulance services. The City would pay \$163,440 per year to help with financial losses. This ensured that the ambulance service was financially viable and would continue to be available to the community. In addition, Sunnyside would make arrangements to have an ambulance in the City to shorten response times and assist with other duties up to 12 hours per day as the call volume allowed. The ILA was approved on September 1, 2019.
- B. In 2020, Fire Chief Mason studied and Council implemented an Ambulance Utility Fund in May 2021. The current rate was \$5.95 per ERU and revenue collected annually was approximately \$306,000. Additional EMS revenue collected annually from the Yakima County EMS Levy was approximately \$147,000.
- C. There have been ongoing discussions about aspects of the ILA in regards to what personnel would do while stationed in Grandview. These discussions have been on and off over the years and affected by changes in personnel and internal union contract negotiations in Sunnyside.
- D. In 2023, there were additional changes to Sunnyside personnel and further discussions regarding what personnel would do while stationed in Grandview. In response to these discussions, Sunnyside discounted the fee paid for part of 2023. The City ultimately paid

full price for two months and 50% of the cost for 10 months. In addition during 2023, there were concerns raised by Sunnyside as to whether Sunnyside had enough personnel on staff to station a crew in Grandview during the day. As a result of those concerns, the ambulance crew rarely spend any time at the Grandview station.

- E. The current ILA obligated Sunnyside to provide the City ambulance service through most of 2024 at the current rate. Sunnyside asked to renegotiate the ILA. Sunnyside requested that the City either discontinue the ILA and allow Sunnyside to respond as needed from the Sunnyside station, or pay Sunnyside \$434,330 annually for a 2-person ambulance crew to be stationed at Grandview for 12 hours per day.

Additional information: During the last two to three months, Chief Mason was in discussions with Prosser Hospital Ambulance (PHA) as to whether PHA would be interested in providing this service and the cost.

Options:

1. Continue to pay Sunnyside the current annual fee of \$211,500 for this year. Sunnyside would only have an ambulance in Grandview when the size of the crew allowed which would probably be less than 10% of the usual time. It was anticipated that by the end of this year, Sunnyside would begin the formal process to end the ILA.
2. Pay Sunnyside \$434,330 annually. This would allow Sunnyside to hire additional FTE's and ensure a 2-person crew in the City 12 hours per day as call volume allows.
3. Negotiate with PHA an annual fee to offset their financial loss similar to what the City was currently doing with Sunnyside. In return, PHA would provide approximately 8 hours coverage per day from a crew located at the Grandview station as call volume allows. The annual cost would be based on a percentage of what PHA would lose financially on calls responded to in the City. Currently, it was anticipated the cost would be similar to or less than what the City was currently paying Sunnyside.
4. Start a City owned ambulance service.
5. Discontinue paying for ambulance service and go back to requesting an ambulance from Sunnyside or Prosser as needed. This option does not ensure the City would always have an ambulance service available to the community. Depending on the financial burden to the ambulance service providers involved, services could be discontinued at any time since there was no contractual obligation to the City to provide the service. In addition, if this option were chosen, the City would need to discontinue the Ambulance Utility Fund since ambulance services were not being provided. This would mean some of the Fire Department expenses covered by that fund would need to be absorbed by the General Fund.

Fire Chief Mason recommended Option 3 to negotiate an ILA with Prosser Hospital Ambulance at the earliest convenience. In addition, he recommended researching Option 4 to start a City owned ambulance service operated by a combination of FTE's and volunteers at a minimum of 10 hours per day.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Diaz, the C.O.W. directed staff to negotiate an ILA with Prosser Hospital Ambulance at the earliest convenience and begin researching the possibility of starting a City owned ambulance service operated by a combination of FTE's and volunteers at a minimum of 10 hours per day.

Vote:

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

5. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None

6. **MAYOR & COUNCILMEMBER REPORTS** – None

7. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. meeting adjourned at 7:00 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 13, 2024**

1. CALL TO ORDER

Mayor Ashley Lara 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 Lara and Councilmembers Steve Barrientes, David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Fire Chief Pat Mason, Public Works Director Hector Mejia, Library Director Wendy Poteet and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Casen Chavez, student at H.T. Elementary, led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Souders, Council approved the February 13, 2024 regular meeting agenda as presented.

Vote:

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

4. PRESENTATIONS

A. 2024 Proclamation – Grandview High School Career and Technical Education Month

Mayor Lara proclaimed February 2024 as Career and Technical Education month in the City of Grandview and urged all citizens to become familiar with the services and benefits offered by the Career and Technical Education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

B. Japanese Beetle Eradication 2023

Gracie Sexton, Outreach & Education Specialist with the Washington State Department of Agriculture Plant Protection-Pest Program provided an update on the Japanese beetle eradication.

5. PUBLIC COMMENT

Severio Chapa, 1300 West Fourth Street, Grandview, Washington, requested the City's assistance to establish a food truck court on his property located at 115 Ash. Public Works Director Mejia advised that he would need to meet with the Building Official to discuss the process.

6. CONSENT AGENDA

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

- A. Minutes of the January 23, 2024 Committee-of-the-Whole meeting**
- B. Minutes of the January 23, 2024 Council meeting**
- C. Payroll Check Nos. 13733-13759 in the amount of \$26,173.53**
- D. Payroll Electronic Fund Transfers (EFT) Nos. 61250-61256 in the amount of \$108,861.54**
- E. Payroll Direct Deposit 1/16/24-1/31/24 in the amount \$156,668.57**
- F. Claim Check Nos. 128221-128351 in the amount of \$717,279.28**

Vote:

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

7. ACTIVE AGENDA

- A. Resolution No. 2024-05 approving Task Order No. 2024-02 with HLA Engineering and Land Surveying, Inc., for the Mike Bren Memorial Park Restroom Construction Engineering**

This item was previously discussed at the January 23, 2024 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2024-05 approving Task Order No. 2024-02 with HLA Engineering and Land Surveying, Inc., for the Mike Bren Memorial Park Restroom Construction Engineering.

Vote:

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

B. Resolution No. 2024-06 approving Task Order No. 2021-06 – Amendment No. 1 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and McCreadie Road Roundabout Center Island Landscaping Treatment

This item was previously discussed at the January 23, 2024 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Diaz, Council approved Resolution No. 2024-06 approving Task Order No. 2021-06 – Amendment No. 1 with HLA Engineering and Land Surveying, Inc., for the Wine Country Road and McCreadie Road Roundabout Center Island Landscaping Treatment.

Vote:

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

8. UNFINISHED AND NEW BUSINESS – None

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Placer AI – City Administrator Fisher reported that he and Mayor Lara received a demonstration from Placer AI which uses data from mobile devices and apps to understand foot traffic patterns. The information provides location analytics to allow local governments to accurately map out their community's needs such as visitor and tourism impact analysis, infrastructure planning, and business marketing. It also informs smart economic development decisions, helping officials attract relevant retailers to the region and decide how and where to invest limited budgets. He recommended a demonstration be scheduled before the Council at a future meeting.

Department of Health Temporary Waterworks Operator Certification – City Administrator Fisher reported that the City received a temporary certification approval from the Department of Health (DOH) Office of Drinking Water for Public Works Director Mejia. The temporary certification was valid until March 2, 2024. Public Works Director Mejia along with four additional employees have been testing for their Water Distribution Manager 2 certification in order to keep the City in compliance with DOH. If the City does not have an employee with a Water Distribution Manager

2 certification by March 2, 2024, the City would have to contract the services of an operator certified as a Water Distribution Manager 2.

10. MAYOR & COUNCILMEMBER REPORTS

Student Artwork at Museum – Councilmember Diaz reported that he was collecting student artwork from the elementary schools to display at the Museum.

Mainstreet Grandview – Councilmember Flores reported that Mainstreet Grandview would be hosting Grandview Days on April 26th and the Heart of Grandview Fundraiser on May 25th.

11. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, the Council meeting adjourned at 7:50 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk



**CITY OF GRANDVIEW
NOTICE OF PUBLIC HEARING
GRANDVIEW MUNICIPAL CODE TEXT AMENDMENTS
CHAPTER 17.36 R-1P SINGLE-FAMILY RESIDENTIAL PARK DISTRICT**

NOTICE IS HEREBY GIVEN that the City of Grandview, Washington, will conduct a public hearing to receive comments on proposed zoning ordinance text amendments to amend Chapter 17.36 of the Grandview Municipal Code to allow single-family dwellings subject to development standards on existing lots within the R-1P Single-Family Residential Park District of the zoning ordinance.

Comment Period and Where to View Documents

The proposed text amendments may be viewed at the City of Grandview, 207 West Second Street, Grandview, WA or on the City's website at www.grandview.wa.us. All interested persons are invited to (a) comment on the text amendments, (b) receive notice of and participate in any hearings, and (c) receive a copy of the decision by submitting such written comments/requests to the City of Grandview, Attn: City Clerk, 207 West Second Street, Grandview, WA 98930, PH: (509) 882-9200, email: anitap@grandview.wa.us. Comments concerning the text amendments should be submitted no later than **Tuesday, February 27, 2024**.

Public Hearing

The City Council will hold a public hearing pursuant to GMC 14.03 on **Tuesday, February 27, 2024 at 7:00 p.m.** The public hearing will be held in person in the Council Chambers at City Hall, 207 West Second Street, Grandview, WA.

To request accommodation for special needs, contact Anita Palacios, City Clerk, 24-hours in advance at (509) 882-9200. Interpreters will be available upon request. American Disabilities Act (ADA) accommodations provided upon request 24-hours in advance.

CITY OF GRANDVIEW
Anita G. Palacios, MMC, City Clerk

Publish: Grandview Herald – January 24, 2024

CITY OF GRANDVIEW CITY COUNCIL

PUBLIC HEARING PROCEDURE

THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS:

MAYOR

1. The public hearing for the purpose of receiving comments on the proposed zoning ordinance text amendments to amend Chapter 17.36 of the Grandview Municipal Code to allow single-family dwellings subject to development standards on existing lots within the R-1P Single-Family Residential Park District of the zoning ordinance is now open.
2. Before hearing from the public, Land Use Planning Manager Byron Gumz with the Yakima Valley Conference of Governments will present the staff report.
3. Comments received by mail will now be entered in the record. The City Clerk will read 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 three (3) minutes to comment.
 - d. If additional time is needed, it will be provided after everyone has had an opportunity to comment.
5. The public testimony portion of this hearing is now closed. No further comments will be received.

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

**In the Matter of Recommendations)
For Zoning Ordinance Text)
Amendments Submitted by:)
)
City of Grandview Staff)
)
To Amend Chapter 17.36 of the)
Grandview Municipal Code to)
Allow Single-Family Dwellings)
Subject to Development Standards)
On Existing Lots within the R-1P)
Single-Family Residential Park)
District of the Zoning Ordinance)**

December 20, 2023

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

(1) The Hearing Examiner conducted an open record public hearing relative to several proposed zoning ordinance text amendments to GMC Chapter 17.36 on December 6, 2023.

(2) Byron Gumz, the YVCOG Regional Land Use Manager serving as Planner for the City of Grandview, presented his staff report which recommended text amendments to Chapter 17.36 of the Grandview Municipal Code relative to the R-1P Single-Family Residential Park District in order to allow single-family dwellings subject to development standards on lots within that zoning district.

(3) City staff members recommended the proposed text changes and no testimony or written comments were submitted in opposition to any of them.

(4) These recommendations have been submitted within 14 days of the open record public hearing of December 6, 2023.

B. Summary of Recommendations. The Hearing Examiner recommends that the Grandview City Council approve the requested text amendments to Chapter 17.36 of the Grandview Municipal Code relative to the R-1P Single-Family Residential Park District.

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 on December 6, 2023, the Hearing Examiner makes the following:

FINDINGS

I. Applicant. These recommended text amendments have been initiated by staff of the City of Grandview.

II. Applicant's Reasons for Requesting the Text Amendments. The text amendments are requested because Chapter 17.36 of the Grandview Municipal Code relative to the R-1P Single-Family Residential Park District does not currently allow for single-family dwellings to be constructed or placed on lots in this zone.

III. Jurisdiction and Process. GMC §14.03.030 identifies the adoption of development regulations and amendments as a legislative decision with the process prescribed by Table 14.09.080. 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 has conducted the open record public hearing for this matter and has issued these recommendations to the City Council. GMC Table 14.09.080 requires that the City Council shall make the

decision relative to the proposed text amendments to the zoning ordinance. The steps required to process this application have been as follows:

| | |
|--|--|
| Notice of the Open Record Public Hearing: | November 8, 2023 |
| Open Record Public Hearing Conducted: | December 6, 2023 |
| Commence 60-Day Notice of Intent to Adopt: | Upon Receipt of the Hearing Examiner Recommendations |
| City Council Hearing: | To be Scheduled |

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

It has been determined that this process is categorically exempt from SEPA review in accordance with WAC 197-11-800(19) relative to procedural actions since the proposed changes do not contain any substantive changes respecting use or modification of the environment.

V. The Standards and Criteria for Approval of Zoning Ordinance 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 responsible 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 §17.88.020(B)(1) provides that the Hearing Examiner renders a recommendation to the City Council for zoning text amendments in accordance with Chapter 2.50 GMC and GMC Title 14. 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 zoning

ordinance text amendments governed by GMC Title 14 without making the following findings and conclusions:

(1) **The development (proposed Text Amendments to the Zoning Ordinance) 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 zoning ordinance text amendments in order to allow for single-family dwellings to be constructed or placed on lots in this zone. 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 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 3.1: Building where public facilities and services exist;
- (c) Policy 3.2: Build in City limits prior to UGA development;
- (d) Policy 4.2: Provide residential areas with a variety of housing densities, types, sizes, costs and locations;
- (e) 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 requested zoning ordinance 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 permitted uses and development regulations for the uses.

(2) **The development (proposed Text Amendments to the Zoning Ordinance) 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 the Zoning Ordinance) adequately mitigates impacts identified under other GMC chapters and in particular GMC Title 18.** The City determined that this non-project action is categorically exempt from SEPA review as a procedural action

because the proposed changes do not contain substantive standards respecting use or modification of the environment.

(4) The development (proposed Text Amendments to the Zoning Ordinance) is beneficial to the public health, safety, morals and welfare and is in the public interest. The requested changes to the zoning ordinance will allow for the construction or placement of single-family dwellings on lots in the R-1P Single-Family Residential Park District which is currently not allowed and will specify development standards for that additional permitted use.

(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 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 zoning ordinance.

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

(3) This process has been determined to be categorically exempt from SEPA environmental review.

(4) The requested zoning ordinance text amendments satisfy all of the applicable criteria for approval required by GMC §14.09.030(A)(3)(c).

RECOMMENDATIONS

The Hearing Examiner recommends that the Grandview City Council approve the text amendments to Chapter 17.36 of the Grandview Municipal Code relative to the R-1P Single-Family Residential Park District to hereafter read as set forth in the attachment hereto which shows the recommended additional language by underlining and the recommended language deletions by strikethroughs.

DATED this 20th day of December, 2023.


Gary M. Cuillier, Hearing Examiner

Chapter 17.36

R-1P SINGLE-FAMILY RESIDENTIAL PARK DISTRICT

Sections:

- 17.36.010 Purpose.
- 17.36.030 Permitted uses.
- 17.36.040 Permitted accessory uses.
- 17.36.050 Conditional uses.
- 17.36.060 Development standards.
- 17.36.070 Minimum requirements.
- 17.36.080 Area regulations – Construction and siting standards.

17.36.010 Purpose.

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. (Ord. 2011-29 § 5 (Att. B)).

17.36.030 Permitted uses.

The following uses shall be permitted in the R-1P single-family residential park district:

A. Single-family dwellings consisting of a residential home built to current building codes or a new manufactured home or new modular home conforming to the development standards specified in GMC 17.36.060;

B. Residential parks which are licensed for the placement of individual single-family dwellings consisting of a residential home built to current building codes or a new manufactured home or new modular home within the approved park boundaries and subject to the standards as set forth in this chapter; and

BC. Community recreation facilities, clubhouse, park office, laundry, storage and similar uses appurtenant to the residential park residents only. (Ord. 2011-29 § 5 (Att. B)).

17.36.040 Permitted accessory uses.

The following uses shall be permitted as accessory in the R-1P single-family residential park district:

A. Detached residential garages, as defined in GMC 17.12.200, provided they do not exceed 20 feet in height and 1,000 square feet in area;

B. Home occupations, as defined in GMC 17.12.220;

C. Storage buildings not exceeding 200 square feet of gross floor area and 12 feet in height; provided no container storage, as defined in GMC 17.12.430, shall be permitted;

AD. Accessory uses and structures incidental to the convenience needs within the park and related to any permitted use; provided no container storage, as defined in GMC 17.12.430, shall be permitted;

~~B. All accessory buildings shall be constructed in conformance with the city building code and placed upon an individual site in accordance with the required dimensional regulations of this zone;~~

GE. In-home family day care providers, as defined in GMC 17.12.196, licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;

DE. Group homes as defined in GMC 17.12.215;

EG. Adult family homes as defined in GMC 17.12.032. (Ord. 2017-1 § 11; Ord. 2011-29 § 5 (Att. B)).

17.36.050 Conditional uses.

The following uses are permitted subject to approval of a special permit as provided in Chapter 17.86 GMC:

- A. Public and quasi-public uses related to the district; and
- B. Private nursery school, preschool, child mini-day care and child day care center. (Ord. 2011-29 § 5 (A)(. B)).

17.36.060 Development standards.

A. Minimum lot area: 5,000 square feet ~~per unit~~;

B. Minimum park district size: five acres;

C. Lot coverage: 50 percent;

D. Minimum yard setbacks:

~~1. Front: 20 feet.~~

~~2. Side: five feet.~~

~~3. Side along flanking street of corner lot: 20 feet.~~

~~4. Rear:~~

~~a. Principal building: equal 10 feet.~~

~~b. Accessory structures: five feet. Garages with vehicle doors parallel to an alley shall be set back from the alley 20 feet;~~

~~1. No individual home site shall be closer than 20 feet to any park boundary or street right-of-way nor closer than 10 feet to an interior private street except that the setback dimension may be reduced by half if a solid fence or wall is provided at the park boundary or street right-of-way.~~

~~2. There shall be a minimum side-to-side dimension of 20 feet between homes and a minimum end-to-end dimension of 10 feet between homes.~~

~~3. Accessory structures: there shall not be less than 10 feet between any home and any detached carport;~~

E. Maximum building height:

1. Principal building: 25 feet;

~~2. Accessory buildings: 15 feet;~~

F. Fences and hedges: see Chapter 17.75 GMC;

G. Parking: see Chapter 17.78 GMC;

H. Landscaping. The landscape provisions shall be in addition to the landscape and screening provisions provided in Chapter 17.75 GMC. In apparent cases of conflict between provisions, the most restrictive shall prevail. A planting strip, not less than 20 feet in width, shall be located along all lot lines of a residential park not bordering a public street, except that distance may be reduced to 10 feet if a solid wall or fence is provided. Such planting strips shall be composed of one row of deciduous and/or evergreen trees, spaced not more than 40 feet apart and not less than three rows of shrubs, spaced not more than eight feet apart of which the trees will grow to a height of five feet or more after one full growing season and of which the shrubs will eventually grow to a height of not less than six feet. The setback areas of a residential park adjoining a public street shall be planted in grass or shrubbery. All such required landscaping shall be maintained in a healthy living condition for the life of the residential park;

I. Recreational Area. A central recreational area shall be established in each residential park created pursuant to the provisions of this chapter. The size of each area shall be at least 200 square feet per home site. The recreation area may contain community club houses, swimming pools, shuffleboard courts and similar facilities. The public works director may permit decentralization of the recreational facilities in accordance with principles of good planning; provided, that the total recreational area meets the above stated minimum size. The recreational areas shall be easily accessible, improved and maintained in such a manner so as to provide adequate recreational facilities for the residents of a home residential park. (Ord. 2013-10 § 1; Ord. 2011-29 § 5 (Att. B)).

17.36.070 Minimum requirements.

A. No recreational vehicle sites for occupancy purposes shall be permitted within any residential park. An RV storage area shall be provided in all residential parks sufficient in size to permit the storage of one RV/boat for every two residential lots; and

B. Development and other minimum requirements for residential parks are provided in GMC Title 12, Streets, Sidewalks and Public Places, GMC Title 13, Public Services, GMC Title 15, Buildings and Construction, GMC Title 16, Subdivisions, and GMC Title 17, Zoning; and

C. Covenants, property owner agreements or other provisions, which will govern the use, maintenance and perpetual care of the R-1P single-family residential park district and all of its open space and property held in common. (Ord. 2011-29 § 5 (Att. B)).

17.36.080 Area regulations – Construction and siting standards.

A. Roof Slope. Roof slope shall be not less than a three-foot rise for each 12 feet of horizontal run.

B. Roofing Materials. Roofing materials shall be compatible in appearance with surrounding homes.

C. Siding Materials. Siding materials shall be wood or other material compatible with surrounding homes that have siding materials commonly used on conventional site-built International Building Code single-family residences.

D. All manufactured homes shall comply with the following standards:

1. Age Restriction. All manufactured homes shall have to be a “new manufactured home” and shall not be more than five years old as determined by the manufacturer’s date.

2. Pit Set. Manufactured homes shall be “pit set” with the first floor elevation no more than 12 inches above finished grade. The pit shall be of sufficient depth to accommodate 18 inches’ clearance below the frame of the unit with crawl space access located near utility connections. The foundation shall be installed in compliance with the requirements of the Washington Administrative Code. Skirting or side walls shall be installed around the perimeter and the tongue and axles shall be removed.

3. Transportation Equipment. All wheels, tongues and other transportation equipment must be removed when the manufactured home is placed upon a lot.

4. Facade. All manufactured homes shall have skirting and exterior siding that will match those of a typical site-built residence.

5. HUD Code. All manufactured homes must conform to the U.S. Department of Housing and Urban Development (HUD) 1976 Federal Manufactured Home Construction and Safety Standards Act.

E. Replacement of a nonconforming mobile home/manufactured home on an individual lot shall be with a new manufactured home or by a stick-built home meeting current lot setback requirements.

F. Residential dwellings located within the 100-year floodplain shall conform to the Grandview flood ordinance and shoreline master program. (Ord. 2021-8 § 1; Ord. 2013-10 § 2; Ord. 2011-29 § 5 (Att. B)).

ORDINANCE NO. 2024-02

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE CHAPTER 17.36
R-1P SINGLE FAMILY RESIDENTIAL PARK DISTRICT**

WHEREAS, the City deems it necessary to amend Grandview Municipal Code Chapter 17.36 R-1P Single Family Residential Park District to allow single-family dwellings subject to development standards on existing lots within the R-1P Single-Family Residential Park District of the zoning ordinance.

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

SECTION 1. Grandview Municipal Code Chapter 17.36 R-1P Single Family Residential District, which reads as follows:

**Chapter 17.36
R-1P SINGLE-FAMILY RESIDENTIAL PARK DISTRICT**

Sections:

- 17.36.010 Purpose.
- 17.36.030 Permitted uses.
- 17.36.040 Permitted accessory uses.
- 17.36.050 Conditional uses.
- 17.36.060 Development standards.
- 17.36.070 Minimum requirements.
- 17.36.080 Area regulations – Construction and siting standards.

17.36.010 Purpose.

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.

17.36.030 Permitted uses.

The following uses shall be permitted in the R-1P single-family residential park district:

- A. Residential parks which are licensed for the placement of individual single-family dwellings consisting of a residential home built to current building codes or a new manufactured home or new modular home within the approved park boundaries and subject to the standards as set forth in this chapter; and
- B. Community recreation facilities, clubhouse, park office, laundry, storage and similar uses appurtenant to the residential park residents only.

17.36.040 Permitted accessory uses.

The following uses shall be permitted as accessory in the R-1P single-family residential park district:

- A. Accessory uses and structures incidental to the convenience needs within the park and related to any permitted use; provided no container storage, as defined in GMC 17.12.430, shall be permitted;
- B. All accessory buildings shall be constructed in conformance with the city building code and placed upon an individual site in accordance with the required dimensional regulations of this zone;
- C. In-home family day care providers, as defined in GMC 17.12.196, licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;
- D. Group homes as defined in GMC 17.12.215;
- E. Adult family homes as defined in GMC 17.12.032.

17.36.050 Conditional uses.

The following uses are permitted subject to approval of a special permit as provided in Chapter 17.86 GMC:

- A. Public and quasi-public uses related to the district; and
- B. Private nursery school, preschool, child mini-day care and child day care center.

17.36.060 Development standards.

- A. Minimum lot area: 5,000 square feet per unit;
- B. Minimum park district size: five acres;
- C. Lot coverage: 50 percent;
- D. Minimum yard setbacks:
 - 1. No individual home site shall be closer than 20 feet to any park boundary or street right-of-way nor closer than 10 feet to an interior private street except that the setback dimension may be reduced by half if a solid fence or wall is provided at the park boundary or street right-of-way.
 - 2. There shall be a minimum side-to-side dimension of 20 feet between homes and a minimum end-to-end dimension of 10 feet between homes.
 - 3. Accessory structures: there shall not be less than 10 feet between any home and any detached carport;
- E. Maximum building height:
 - 1. Principal building: 25 feet;
 - 2. Accessory buildings: 15 feet;
- F. Fences and hedges: see Chapter 17.75 GMC;
- G. Parking: see Chapter 17.78 GMC;
- H. Landscaping. The landscape provisions shall be in addition to the landscape and screening provisions provided in Chapter 17.75 GMC. In apparent cases of conflict between provisions, the most restrictive shall prevail. A planting strip, not less than 20 feet in width, shall be located along all lot lines of a residential park not bordering a public street, except that distance may be reduced to 10 feet if a solid wall or fence is provided. Such planting strips shall be composed of one row of deciduous and/or evergreen trees, spaced not more than 40 feet apart and not less than three rows of shrubs, spaced not more than eight feet apart of which the trees will grow to a height of five feet or more after one full growing season and of which the shrubs will

eventually grow to a height of not less than six feet. The setback areas of a residential park adjoining a public street shall be planted in grass or shrubbery. All such required landscaping shall be maintained in a healthy living condition for the life of the residential park;

I. Recreational Area. A central recreational area shall be established in each residential park created pursuant to the provisions of this chapter. The size of each area shall be at least 200 square feet per home site. The recreation area may contain community club houses, swimming pools, shuffleboard courts and similar facilities. The public works director may permit decentralization of the recreational facilities in accordance with principles of good planning; provided, that the total recreational area meets the above stated minimum size. The recreational areas shall be easily accessible, improved and maintained in such a manner so as to provide adequate recreational facilities for the residents of a home residential park.

17.36.070 Minimum requirements.

A. No recreational vehicle sites for occupancy purposes shall be permitted within any residential park. An RV storage area shall be provided in all residential parks sufficient in size to permit the storage of one RV/boat for every two residential lots; and

B. Development and other minimum requirements for residential parks are provided in GMC Title 12, Streets, Sidewalks and Public Places, GMC Title 13, Public Services, GMC Title 15, Buildings and Construction, GMC Title 16, Subdivisions, and GMC Title 17, Zoning; and

C. Covenants, property owner agreements or other provisions, which will govern the use, maintenance and perpetual care of the R-1P single-family residential park district and all of its open space and property held in common.

17.36.080 Area regulations – Construction and siting standards.

A. Roof Slope. Roof slope shall be not less than a three-foot rise for each 12 feet of horizontal run.

B. Roofing Materials. Roofing materials shall be compatible in appearance with surrounding homes.

C. Siding Materials. Siding materials shall be wood or other material compatible with surrounding homes that have siding materials commonly used on conventional site-built International Building Code single-family residences.

D. All manufactured homes shall comply with the following standards:

1. Age Restriction. All manufactured homes shall have to be a “new manufactured home” and shall not be more than five years old as determined by the manufacturer’s date.

2. Pit Set. Manufactured homes shall be “pit set” with the first floor elevation no more than 12 inches above finished grade. The pit shall be of sufficient depth to accommodate 18 inches’ clearance below the frame of the unit with crawl space access located near utility connections. The foundation shall be installed in compliance with the requirements of the Washington Administrative Code. Skirting or side walls shall be installed around the perimeter and the tongue and axles shall be removed.

3. Transportation Equipment. All wheels, tongues and other transportation equipment must be removed when the manufactured home is

placed upon a lot.

4. Facade. All manufactured homes shall have skirting and exterior siding that will match those of a typical site-built residence.

5. HUD Code. All manufactured homes must conform to the U.S. Department of Housing and Urban Development (HUD) 1976 Federal Manufactured Home Construction and Safety Standards Act.

E. Replacement of a nonconforming mobile home/manufactured home on an individual lot shall be with a new manufactured home or by a stick-built home meeting current lot setback requirements.

F. Residential dwellings located within the 100-year floodplain shall conform to the Grandview flood ordinance and shoreline master program.

Is hereby amended to read:

**Chapter 17.36
R-1P SINGLE-FAMILY RESIDENTIAL PARK DISTRICT**

Sections:

- 17.36.010 Purpose.
- 17.36.030 Permitted uses.
- 17.36.040 Permitted accessory uses.
- 17.36.050 Conditional uses.
- 17.36.060 Development standards.
- 17.36.070 Minimum requirements.
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17.36.030 Permitted uses.

The following uses shall be permitted in the R-1P single-family residential park district:

A. Single-family dwellings consisting of a residential home built to current building codes or a new manufactured home or new modular home conforming to the development standards specified in GMC 17.36.060;

B. Residential parks which are licensed for the placement of individual single-family dwellings consisting of a residential home built to current building codes or a new manufactured home or new modular home within the approved park boundaries and subject to the standards as set forth in this chapter; and

C. Community recreation facilities, clubhouse, park office, laundry, storage and similar uses appurtenant to the residential park residents only.

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- B. Home occupations, as defined in GMC 17.12.220;
- C. Storage buildings not exceeding 200 square feet of gross floor area and 12 feet in height; provided no container storage, as defined in GMC 17.12.430, shall be permitted;
- D. Accessory uses and structures incidental to the convenience needs within the park and related to any permitted use; provided no container storage, as defined in GMC 17.12.430, shall be permitted;
- E. In-home family day care providers, as defined in GMC 17.12.196, licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;
- F. Group homes as defined in GMC 17.12.215;
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The following uses are permitted subject to approval of a special permit as provided in Chapter 17.86 GMC:

- A. Public and quasi-public uses related to the district; and
- B. Private nursery school, preschool, child mini-day care and child day care center.

17.36.060 Development standards.

- A. Minimum lot area: 5,000 square feet;
- B. Minimum park district size: five acres;
- C. Lot coverage: 50 percent;
- D. Minimum yard setbacks:
 - 1. Front: 20 feet.
 - 2. Side: five feet.
 - 3. Side along flanking street of corner lot: 20 feet.
 - 4. Rear:
 - a. Principal building: equal 10 feet.
 - b. Accessory structures: five feet. Garages with vehicle doors parallel to an alley shall be set back from the alley 20 feet;
- E. Maximum building height:
 - 1. Principal building: 25 feet;
- F. Fences and hedges: see Chapter 17.75 GMC;
- G. Parking: see Chapter 17.78 GMC;
- H. Landscaping. The landscape provisions shall be in addition to the landscape and screening provisions provided in Chapter 17.75 GMC. In apparent cases of conflict between provisions, the most restrictive shall prevail. A planting strip, not less than 20 feet in width, shall be located along all lot lines of a residential park not bordering a public street, except that distance may be reduced to 10 feet if a solid wall or fence is provided. Such planting strips shall be composed of one row of deciduous and/or evergreen trees, spaced not more than 40 feet apart and not less than three rows of shrubs, spaced not more than eight feet apart of which the trees will grow to a height of five feet or more after one full growing season and of which the shrubs will

eventually grow to a height of not less than six feet. The setback areas of a residential park adjoining a public street shall be planted in grass or shrubbery. All such required landscaping shall be maintained in a healthy living condition for the life of the residential park;

I. Recreational Area. A central recreational area shall be established in each residential park created pursuant to the provisions of this chapter. The size of each area shall be at least 200 square feet per home site. The recreation area may contain community club houses, swimming pools, shuffleboard courts and similar facilities. The public works director may permit decentralization of the recreational facilities in accordance with principles of good planning; provided, that the total recreational area meets the above stated minimum size. The recreational areas shall be easily accessible, improved and maintained in such a manner so as to provide adequate recreational facilities for the residents of a home residential park.

17.36.070 Minimum requirements.

A. No recreational vehicle sites for occupancy purposes shall be permitted within any residential park. An RV storage area shall be provided in all residential parks sufficient in size to permit the storage of one RV/boat for every two residential lots; and

B. Development and other minimum requirements for residential parks are provided in GMC Title 12, Streets, Sidewalks and Public Places, GMC Title 13, Public Services, GMC Title 15, Buildings and Construction, GMC Title 16, Subdivisions, and GMC Title 17, Zoning; and

C. Covenants, property owner agreements or other provisions, which will govern the use, maintenance and perpetual care of the R-1P single-family residential park district and all of its open space and property held in common.

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A. Roof Slope. Roof slope shall be not less than a three-foot rise for each 12 feet of horizontal run.

B. Roofing Materials. Roofing materials shall be compatible in appearance with surrounding homes.

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3. Transportation Equipment. All wheels, tongues and other transportation equipment must be removed when the manufactured home is

placed upon a lot.

4. Facade. All manufactured homes shall have skirting and exterior siding that will match those of a typical site-built residence.

5. HUD Code. All manufactured homes must conform to the U.S. Department of Housing and Urban Development (HUD) 1976 Federal Manufactured Home Construction and Safety Standards Act.

E. Replacement of a nonconforming mobile home/manufactured home on an individual lot shall be with a new manufactured home or by a stick-built home meeting current lot setback requirements.

F. Residential dwellings located within the 100-year floodplain shall conform to the Grandview flood ordinance and shoreline master program.

SECTION 2. This ordinance shall be in full force and effect 5 days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 02/28/2024

EFFECTIVE: 03/04/2024

RESOLUTION NO. 2024-07

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE WEST FIFTH STREET AND ELM STREET RESURFACING
IMPROVEMENTS AS COMPLETE**

WHEREAS, the City contracted with American Rock Products to perform work for the West Fifth Street and Elm Street Resurfacing Improvements; and,

WHEREAS, the City's Public Works Director has determined that the work performed by American Rock Products on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the West Fifth Street and Elm Street Resurfacing Improvements as complete and authorizes staff to release the retainage to American Rock Products once the conditions in the January 25, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2024-08

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE SLUDGE DRYING BED IMPROVEMENTS – PHASE 2
AS COMPLETE**

WHEREAS, the City contracted with Goodman & Mehlenbacher Enterprises, Inc., to perform work for the Sludge Drying Bed Improvements – Phase 2; and,

WHEREAS, the City's Public Works Director has determined that the work performed by Goodman & Mehlenbacher Enterprises, Inc., on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Sludge Drying Bed Improvements – Phase 2 as complete and authorizes staff to release the retainage to Goodman & Mehlenbacher Enterprises, Inc., once the conditions in the January 29, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2024-09

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE HEADWORKS BYPASS IMPROVEMENTS AS COMPLETE**

WHEREAS, the City contracted with Industrial Construction of WA to perform work for the Headworks Bypass Improvements,

WHEREAS, the City's Public Works Director has determined that the work performed by Industrial Construction of WA on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Headworks Bypass Improvements as complete and authorizes staff to release the retainage to Industrial Construction of WA once the conditions in the January 30, 2024 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2024-10

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2024-03 WITH HLA ENGINEERING AND
LAND SURVEYING, INC., FOR THE LOWER YAKIMA VALLEY
PATHWAY IMPROVEMENTS**

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

WHEREAS, the City would like to enter into a Task Order with HLA to provide design and construction engineering services for the Lower Yakima Valley Pathway Improvements,

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

The Mayor is hereby authorized to sign Task Order No. 2024-03 with HLA Engineering and Land Surveying, Inc., for the Lower Yakima Valley Pathway Improvements with an estimated fee for services in the amount of \$78,000 for design engineering and \$95,000 for construction engineering in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2024-03

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Lower Yakima Valley Pathway Improvements
HLA Project No. 24062E

In February 2023, Yakima County Commissioners awarded \$600,000 of American Rescue Plan Act (ARPA) funding for improvements to the Lower Yakima Valley Pathway. Subsequently, a meeting was held between the City of Grandview, the City of Sunnyside, and the Lower Yakima Valley Pathway group where it was determined all entities would partner on the project, with the City of Grandview (CITY) being the lead agency.

It is anticipated the project will include approximately 3.5 miles of pathway improvements, with portions being in the City of Sunnyside and City of Grandview, and approximately 2.63 miles being in Yakima County. Improvements will include vegetation removal, crack sealing, resurfacing of the pathway, and gravel shouldering along this highly traveled pedestrian pathway bordering the Yakima Valley Highway.

Funding for this project is anticipated to include \$600,000 Yakima County ARPA funding, \$100,000 contribution from the City of Sunnyside, and \$50,000 contribution from the City of Grandview, for a total project of \$750,000.

Engineering design work will begin immediately following Task Order approval with construction anticipated in 2024.

SCOPE OF SERVICES:

At the direction of the CITY, HLA will provide professional engineering services for the Lower Yakima Valley Pathway Improvements (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and estimate). Services will also include bid advertisement, assistance during bidding, recommendation of contract award, engineering services during construction, and overall project administration.

HLA shall provide the following services:

1.0 Design Engineering

- 1.1 Provide complete PROJECT management to deliver the PROJECT within mutually determined expectations.
- 1.2 Coordinate with the CITY to prepare ARPA funding reimbursement requests to Yakima County.
- 1.3 Conduct a topographic survey of the PROJECT area as required to complete design, plans, and specifications, including call for utility locates.
- 1.4 Perform field investigations necessary to design the identified improvements.
- 1.5 Meet jointly with the CITY, City of Sunnyside, and Yakima Valley Pathway Group to address technical aspects of the work related to scope, design, and schedule of the PROJECT. Up to two (2) meetings are anticipated.

- 1.6 Prepare preliminary 60% plans and a cost estimate of improvements for review and approval by the CITY.
- 1.7 Notify utilities of pending improvements.
- 1.8 Incorporate CITY review comments and prepare 90% plans, specifications, and cost estimate for review and approval by the CITY.
- 1.9 Perform quality control and assurance review of all final documents.
- 1.10 Prepare Engineer's construction cost estimate.
- 1.11 Incorporate CITY review comments and prepare final plans, specifications, and cost estimate.
- 1.12 Provide final plans and specifications to the CITY in electronic format suitable for printing and use at time of bid advertisement. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- 1.13 Prepare advertisement for bids. Coordinate with CITY on number and location of publications. All advertising fees to be paid by the CITY.
- 1.14 Post documents to HLA website and notify potential bidders, utility companies, and plan centers of PROJECT posting, and maintain planholder list.
- 1.15 Answer and supply information as requested by prospective bidders.
- 1.16 Prepare and issue addenda to contract documents, if necessary.
- 1.17 Attend the bid opening and participate in the evaluation process.
- 1.18 Prepare summary of bids received and review bidder's qualifications and responsiveness.
- 1.19 Make recommendation of construction contract award to the CITY.

2.0 Construction Engineering

- 2.1 Following Council award authorization, prepare notice of award to the Contractor, assemble construction contract documents, and coordinate contract execution with the CITY and Contractor.
- 2.2 Review Contractor's submission of certificate of insurance and contract bond.
- 2.3 Coordinate and facilitate preconstruction meeting with the CITY, Contractor, private utilities, and affected agencies.
- 2.4 Prepare and transmit notice to proceed to Contractor.
- 2.5 Furnish a field survey crew to provide geometric control, including construction staking.
- 2.6 Furnish a qualified resident engineer (inspector) to observe construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.7 Maintain record of materials (ROM) for duration of PROJECT.
- 2.8 Respond to Contractor requests for information (RFI).
- 2.9 Interpret plans and specifications when necessary.

- 2.10 Prepare daily progress reports.
- 2.11 Prepare weekly statements of working days.
- 2.12 Create and maintain accurate construction documentation for the life of the PROJECT.
- 2.13 Consult and advise the CITY during construction and make final review and report of the completed work with CITY representatives.
- 2.14 Coordinate testing scheduling with the Contractor's materials testing firm and review acceptance sampling and testing for construction materials.
- 2.15 Review Contractor's submission of samples and shop drawings.
- 2.16 Coordinate and attend construction meetings anticipated once per week during the duration of improvements.
- 2.17 Perform measurement and computation of pay items.
- 2.18 Prepare and provide monthly progress estimates to the CITY and recommend progress payments for the Contractor.
- 2.19 Coordinate with the CITY to prepare ARPA funding reimbursement requests to Yakima County.
- 2.20 Prepare proposed contract change orders and/or force account computations as required.
- 2.21 Conduct final walkthrough inspection with the Contractor and CITY. Prepare and transmit punchlist to Contractor.
- 2.22 Prepare and furnish record drawings and field notes of completed work in accordance with PROJECT field records provided by the resident engineer and those submitted by the Contractor.
- 2.23 Monitor the Contractor's compliance with federal and state labor standards.
- 2.24 Assist the CITY with funding reimbursement requests and supporting documentation.
- 2.25 Prepare and submit recommendation of PROJECT acceptance.
- 2.26 Prepare and submit Notice of Completion of Public Works Contract (NOC). Monitor lien releases from state agencies.
- 2.27 Notify CITY when retainage may be released.
- 2.28 Ensure the PROJECT is completed as designed and contract specifications are adhered to during construction.

3.0 Additional Services

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

4.0 Items to be Furnished and Responsibility of CITY

The CITY will provide or perform the following:

- 4.1 Provide full information as to CITY requirements of the PROJECT.

- 4.2 Provide all available information pertinent to the PROJECT relative to completion of design and construction of the PROJECT.
- 4.3 Examine all documents presented by HLA and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.4 Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals as necessary for completion of the PROJECT.
- 4.5 Pay all review fees and costs associated with obtaining such approvals.
- 4.6 Pay for advertising, notices, or other publications as may be required.
- 4.7 Pay for all necessary permits and testing fees not paid by the Contractor.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT as follows:

1.0 Design Engineering

Completion of plans, specifications, opinion of cost, and bidding services within one hundred (100) working days following receipt of signed Task Order.

2.0 Construction Engineering

A maximum of thirty (30) working days has been assumed for construction of the improvements, utilizing a standard 40-hour work week.

3.0 Additional Services

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

FEE FOR SERVICE:

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

1.0 Design Engineering

All work for design engineering services shall be performed for the lump sum fee of \$78,000.

2.0 Construction Engineering


All work for construction engineering services shall be performed on an hourly time-spent basis at the normal hourly billing rates included in our general Agreement, plus reimbursement for non-salary expenses for the estimated maximum fee of \$95,000. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered Additional Services.

3.0 Additional Services

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

Signature page follows.

Proposed:



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

2/12/2024
Date

Approved:

City of Grandview
Ashley Lara, Mayor

Date

ORDINANCE NO. 2024-03

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2024 ANNUAL BUDGET**

WHEREAS, the original 2024 estimated beginning fund balances and revenues do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in the funds; and

WHEREAS, there are sufficient sources within the funds to meet the anticipated expenditures.

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

Section 1. That the 2024 annual budget be amended to reflect the changes presented in Exhibit A.

Section 2. That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

Section 3. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 02/28/2024
EFFECTIVE: 03/04/2024

Exhibit A

| | Beginning Balance | Estimated Revenues | Appropriated Expenditures | Ending Balance | Budget Total |
|---|----------------------|-----------------------|------------------------------|-------------------|------------------|
| Current Expense Fund | | | | | |
| Original 2023 Budget | 684,735 | 6,718,705 | 7,325,780 | 77,660 | 7,403,440 |
| Amendment Amount | 84,000 | | 65,500 | 18,500 | 84,000 |
| Amended Total | 768,735 | 6,718,705 | 7,391,280 | 96,160 | 7,487,440 |
| ARPA Fund | | | | | |
| Original 2023 Budget | 865,300 | - | 341,200 | 524,100 | 865,300 |
| Amendment Amount | 40,000 | | 535,000 | (495,000) | 40,000 |
| Amended Total | 905,300 | - | 876,200 | 29,100 | 905,300 |
| Yakima Co. Law & Justice Tax | | | | | |
| Original 2023 Budget | 312,120 | 405,600 | 637,400 | 80,320 | 717,720 |
| Amendment Amount | 10,000 | | | 10,000 | 10,000 |
| Amended Total | 322,120 | 405,600 | 637,400 | 90,320 | 727,720 |
| Street Fund | | | | | |
| Original 2023 Budget | 348,890 | 5,162,700 | 5,326,830 | 184,760 | 5,511,590 |
| Amendment Amount | 16,500 | | | 16,500 | 16,500 |
| Amended Total | 365,390 | 5,162,700 | 5,326,830 | 201,260 | 5,528,090 |
| TBD Fund | | | | | |
| Original 2023 Budget | 431,460 | 199,000 | 284,250 | 346,210 | 630,460 |
| Amendment Amount | (18,000) | | | (18,000) | (18,000) |
| Amended Total | 413,460 | 199,000 | 284,250 | 328,210 | 612,460 |
| Cemetery Fund | | | | | |
| Original 2023 Budget | 191,880 | 212,050 | 331,790 | 72,140 | 403,930 |
| Amendment Amount | 50,000 | 125,000 | 125,000 | 50,000 | 175,000 |
| Amended Total | 241,880 | 337,050 | 456,790 | 122,140 | 578,930 |
| Capital Improvement Fund | | | | | |
| Original 2023 Budget | 910,350 | 266,500 | 858,000 | 318,850 | 1,176,850 |
| Amendment Amount | 230,000 | | 90,000 | 140,000 | 230,000 |
| Amended Total | 1,140,350 | 266,500 | 948,000 | 458,850 | 1,406,850 |
| WCR/McCreadie Utilities Fund | | | | | |
| Original 2023 Budget | - | - | - | - | - |
| Amendment Amount | 53,000 | | | 53,000 | 53,000 |
| Amended Total | 53,000 | - | - | 53,000 | 53,000 |
| WCR & Higgins Imp Fund | | | | | |
| Original 2023 Budget | 509,500 | 766,500 | 1,276,000 | - | 1,276,000 |
| Amendment Amount | 421,000 | | | 421,000 | 421,000 |
| Amended Total | 930,500 | 766,500 | 1,276,000 | 421,000 | 1,697,000 |

Exhibit A Continued

| | Beginning Balance | Estimated Revenues | Appropriated Expenditures | Ending Balance | Budget Total |
|--|--------------------------|---------------------------|----------------------------------|-----------------------|---------------------|
|--|--------------------------|---------------------------|----------------------------------|-----------------------|---------------------|

OIE (Welch's) & 5th Fund

| | | | | | |
|----------------------|------------------|------------------|------------------|----------------|------------------|
| Original 2023 Budget | 57,000 | 2,000,000 | 2,057,000 | - | 2,057,000 |
| Amendment Amount | 1,148,000 | (1,000,000) | | 148,000 | 148,000 |
| Amended Total | 1,205,000 | 1,000,000 | 2,057,000 | 148,000 | 2,205,000 |

E.M.S. Fund

| | | | | | |
|----------------------|----------------|----------------|----------------|----------------|----------------|
| Original 2023 Budget | 291,040 | 503,050 | 519,960 | 274,130 | 794,090 |
| Amendment Amount | 35,000 | | 90,000 | (55,000) | 35,000 |
| Amended Total | 326,040 | 503,050 | 609,960 | 219,130 | 829,090 |

Water Fund

| | | | | | |
|----------------------|------------------|------------------|-------------------|------------------|-------------------|
| Original 2023 Budget | 8,020,145 | 9,760,750 | 10,550,760 | 7,230,135 | 17,780,895 |
| Amendment Amount | 515,000 | | 258,000 | 257,000 | 515,000 |
| Amended Total | 8,535,145 | 9,760,750 | 10,808,760 | 7,487,135 | 18,295,895 |

Sewer Fund

| | | | | | |
|----------------------|------------------|------------------|------------------|------------------|-------------------|
| Original 2023 Budget | 7,237,790 | 4,788,100 | 5,999,440 | 6,026,450 | 12,025,890 |
| Amendment Amount | 1,048,000 | | 28,000 | 1,020,000 | 1,048,000 |
| Amended Total | 8,285,790 | 4,788,100 | 6,027,440 | 7,046,450 | 13,073,890 |

Irrigation Fund

| | | | | | |
|----------------------|---------------|----------------|----------------|---------------|----------------|
| Original 2023 Budget | 51,270 | 616,000 | 650,940 | 16,330 | 667,270 |
| Amendment Amount | 14,000 | | | 14,000 | 14,000 |
| Amended Total | 65,270 | 616,000 | 650,940 | 30,330 | 681,270 |

Solid Waste Fund

| | | | | | |
|----------------------|----------------|------------------|------------------|----------------|------------------|
| Original 2023 Budget | 674,365 | 1,324,525 | 1,620,410 | 378,480 | 1,998,890 |
| Amendment Amount | 17,000 | | | 17,000 | 17,000 |
| Amended Total | 691,365 | 1,324,525 | 1,620,410 | 395,480 | 2,015,890 |

Equipment Rental Fund

| | | | | | |
|----------------------|------------------|----------------|------------------|------------------|------------------|
| Original 2023 Budget | 1,900,730 | 647,500 | 1,092,550 | 1,455,680 | 2,548,230 |
| Amendment Amount | (30,000) | | | (30,000) | (30,000) |
| Amended Total | 1,870,730 | 647,500 | 1,092,550 | 1,425,680 | 2,518,230 |

RESOLUTION NO. 2024-11

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE POLICE CHIEF TO EXECUTE AND ADMINISTER
AN INTERLOCAL AGREEMENT FOR PARTICIPATION IN THE
LAW ENFORCEMENT AGAINST DRUGS (LEAD) TASK FORCE**

WHEREAS, the City of Grandview entered into an interlocal agreement in 1990 relating to participation by the City of Grandview in a multi-jurisdictional anti-drug task force, now referred to as the Law Enforcement Against Drugs (LEAD) Task Force; and

WHEREAS, the City Council of the City of Grandview intends that participation by the City of Grandview in the LEAD Task Force should continue; and

WHEREAS, the interlocal agreement first executed in 1990 will from time to time need to be altered and/or amended as the composition of and funding for the LEAD Task Force changes; and

WHEREAS, the City Council finds that it is in the best interest of the City of Grandview that the Chief of Police be authorized to administer said interlocal agreement on behalf of the City of Grandview, to include the negotiation of and execution of necessary amendments, MOUs, and successor agreements thereto.

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

1. The City of Grandview Chief of Police is hereby charged with and authorized to administer participation by the City of Grandview in the LEAD Task Force, for and on behalf of the City of Grandview, Washington.

2. The City of Grandview Chief of Police is hereby authorized to negotiate and execute such amendments, MOUs, successor agreements and other such documents as he or she deems necessary to effectuate participation by the City of Grandview in the LEAD Task Force, for and on behalf of the City of Grandview.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERLOCAL AGREEMENT

For the Establishment of the

YAKIMA COUNTY

LAW ENFORCEMENT AGAINST DRUGS

(L.E.A.D. Task Force)

NARCOTICS & GANG TASK FORCE

INTERLOCAL AGREEMENT

**YAKIMA COUNTY LAW ENFORCEMENT AGAINST DRUGS (L.E.A.D. TF)
NARCOTICS CONTROL PROGRAM MULTIJURISDICTIONAL TASK FORCE**

INTERLOCAL AGREEMENT

WHEREAS, there is an existing inter-local agreement that has created the Yakima County L.E.A.D. Task Force for law enforcement operations against illegal narcotics and the trafficking of illegal drugs and gang related criminal activity in Washington State, Yakima County, the City of Grandview, the City of Sunnyside, and the City of Union Gap.

WHEREAS, the various governmental entities involved in the current Yakima County L.E.A.D. Task Force do desire to create a new operating agreement which shall replace and supersede all aspects of any and all, past and/or current operating agreement(s) in place, and,

WHEREAS, the high level of illegal sale and use of controlled substances and gang related criminal activity in Washington State, the County of Yakima and the Cities of Grandview, Sunnyside and Union Gap have had increasingly serious and adverse effects on the quality of life in the County and Cities and,

WHEREAS, the County and cities have, in recent years, found it necessary to devote even greater resources in fighting the problems caused by the illegal sale and use of controlled substances, and illegal activity caused through gang activities and,

WHEREAS, there is a clear and sufficient nexus between gang activity and the illegal sale and use of controlled substances, and,

WHEREAS, the continued operation of L.E.A.D. Task Force will provide improved law enforcement efficiency, will provide a formal organization in order to centralize supervision and enhance the efforts of the law enforcement agencies to combat controlled substance trafficking and illegal gang activity and,

WHEREAS, the continued operation of L.E.A.D. Task Force will reduce illegal drug trafficking and consumption in the State of Washington and within the boundaries of the consolidated service area of the participating jurisdictions, together with such other jurisdictions; and

WHEREAS, the continued operation and maintenance of L.E.A.D. Task Force will provide substantial public safety benefits to the citizens of the participating governmental jurisdictions and the public in general; and,

WHEREAS, Chapter 39.34 RCW provides that local jurisdictions may enter into cooperative agreements for their mutual advantage, and,

WHEREAS, the participating jurisdictions desire to expressly provide the powers held by L.E.A.D. under RCW 10.93:

WHEREAS, the L.E.A.D. Task Force has established working partnerships with the United States Drug Enforcement Agency (D.E.A.), the Bureau of Alcohol, Tobacco, Firearms and Explosives, Homeland Security Investigations, the Washington State Department of Commerce, the Washington State Gambling Commission, and the Washington State Patrol.

NOW THEREFORE, the parties hereto, through their respective legislative bodies, do hereby agree as follows:

ARTICLE 1 AMENDMENT TO CURRENT INTERLOCAL AGREEMENT

- 1.1 The undersigned parties hereby agree that this agreement shall have the legal force and effect of replacing in its entirety the current ILA operating agreement which established the Yakima County Law Enforcement Against Drugs (L.E.A.D.) Task Force. The parties agree that the following contract terms shall control that the current agreement and any modifications to it shall be replaced entirety by the following contents of this document.

ARTICLE 2: DEFINITIONS:

- 2.1. **DEFINITIONS:** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
- 2.1.1. “Agency” and “agencies” means the members of the L.E.A.D. Task Force, those being the Yakima County Sheriff’s Office, Yakima County Prosecuting Attorney’s Office, the Grandview Police Department, the Sunnyside Police Department, the Union Gap Police Department, the Washington State Patrol, and the Washington State Gambling Commission.
 - 2.1.2. “Executive Board” means the policy making body for the L.E.A.D. Task Force and shall consist of the Chiefs of Police of the Cities of Grandview, Sunnyside, Union Gap, the representative from the Washington State Patrol, the representative from the Washington State Gambling Commission, the Sheriff, and Prosecutor of Yakima County, or their respective designees.
 - 2.13. “Jurisdictions” means the Cities of Grandview, Sunnyside, Union Gap, and County of Yakima and State of Washington.
 - 2.14. “Drug Task Force” means a drug enforcement agency created by this agreement as that term is used in RCW 69.50.505.
 - 2.15. Fund 109, shall mean a fund created and held by the Yakima County Treasurer’s Office on behalf of L.E.A.D. Task Force which is administered by the Yakima County Sheriff’s Office for the purpose of receipt and disbursement of funds received from the Department of Justice Equitable Sharing Asset Forfeiture Program, receipt and disbursement of H.I.D.T.A. funds/grants, receipt and disbursement of Edward Bryne Memorial Justice Assistance Grant (Bryne/JAG grant), receipt and disbursement of drug forfeiture funds and court ordered contributions and any other grant that could benefit the efforts of the L.E.A.D. Task Force.
 - 2.16. “Fund 650” shall mean a fund created and held by the Yakima County Treasurer’s Office on behalf of L.E.A.D. Task Force which is administered by the Yakima County Sheriff’s Office to control all custodial funds seized from person(s) and are pending court disposition.
 - 2.17. “L.E.A.D. Task Force” shall mean the Yakima County Law Enforcement Against Drugs Task Force, comprised of all of the undersigned members.
 - 2.18. “Task Force Operation” or “L.E.A.D. Task Force Operation” means any drug law enforcement activity in which an officer assigned to the Task Force takes an

active part. L.E.A.D. Task Force operations may also include controlled substance law enforcement activity in which the L.E.A.D. Task Force member's sole participation was to supply intelligence information to the arresting agency, or in which the L.E.A.D. Task Force provided follow-up support such as evidence processing, case preparation, warrant request, or follow-up investigation, if such intelligence or ancillary support is deemed substantial by the Executive Board. In its reviewing capacity, the Executive Board shall determine whether such intelligence or ancillary support in any given case has been substantial so as to make the activity a Task Force operation.

- 2.19. "Criminal Street Gang" means any ongoing organization, association, or group of three or more persons, whether formal or informal, having a common name or common identifying sign or symbol, having as one of its primary activities the commission of criminal acts, and whose members or associates individually or collectively engage in or have engaged in a pattern of criminal street gang activity. This definition does not apply to employees engaged in concerted activities for their mutual aid and protection, or to the activities of labor and bona fide nonprofit organizations or their members or agents.
- 2.20. "Criminal street gang associate or member" means any person who actively participates in any criminal street gang and who intentionally promotes, furthers, or assists in any criminal act by the criminal street gang.
- 2.21. "Criminal street gang-related offense" means any felony or misdemeanor offense, whether in this state or elsewhere, that is committed for the benefit of, at the direction of, or in association with any criminal street gang, or is committed with the intent to promote, further, or assist in any criminal street gang, or is committed with the intent to promote, further, or assist in any criminal conduct by the gang, or is committed for one or more of the following reasons:
- (A) To gain admission, prestige, or promotion within the gang;
 - (B) To increase or maintain the gang's size, membership, prestige, dominance, or control in any geographical area.
 - (C) To exact revenge or retribution for the gang or any member of the gang.
 - (D) To obstruct justice or intimidate or eliminate any witness against the gang or any member of the gang.
 - (E) To directly or indirectly cause any benefit, aggrandizement, gain, profit, or other advantage for the gang, its reputation, influence, or membership; or

(F) To provide the gang with any advantage in, or any control or dominance over any criminal market sector, including, but not limited to, manufacturing, delivering, or selling any controlled substance (chapter 69.50 RCW); arson (chapter 9A.48 RCW); trafficking in stolen property (chapter 9A.82 RCW); promoting prostitution (chapter 9A.88 RCW); human trafficking (RCW 9A.40.100); or promoting pornography (chapter 9.68 RCW).

ARTICLE 3: TASK FORCE PURPOSE & OPERATION:

- 3.1. The purpose of this Agreement is to establish and maintain the existence of the Yakima County Law Enforcement Against Drugs (L.E.A.D.) Task Force, hereinafter referred to as L.E.A.D Task Force. L.E.A.D. Task Force is intended to be operated as a separate legal entity and shall operate independently of the governmental agencies which comprise the L.E.A.D. Task Force. L.E.A.D. Task Force shall provide undercover law enforcement investigative services for its' members, thereby benefiting them in terms of efficiency, economy, improved tools, improved coordination of data and/or improving the members' ability to better protect and serve the citizens of Yakima County and the incorporated areas of the City of Grandview, Sunnyside, and Union Gap, to combat violation of controlled substance laws within the member jurisdictions for their mutual advantage.
- 3.2. The undersigned participating jurisdictions that comprise L.E.A.D. Task Force shall authorize their respective representatives to execute any and all necessary documents to obtain grant funds available pursuant to the State and Local Law Enforcement Assistance Act for the purpose of establishing and maintaining the existence of a regional multijurisdictional narcotics task force.
-
- 3.3. Each participating jurisdiction adopts the following L.E.A.D. Task Force goals:
- Continue to attack the demand and supply sides of narcotics trafficking.
 - Continue enforcement efforts directed towards mid and upper-level dealers.
 - Continue to assist agencies within Yakima County with narcotics enforcement within their towns and cities if an agreement is reached to do so.
 - Continue to provide narcotics enforcement training to jurisdictions throughout Yakima County.
 - Continue to fight drug activity and gang activity.

- 3.4. The undersigned participating jurisdictions shall authorize representative from their respective jurisdictions to participate in the activities of the L.E.A.D. Task Force as agreed upon by majority vote of the L.E.A.D. Task Force Executive Board, which each participating jurisdiction shall have one (1) representative thereof in.
- 3.5. The undersigned participating jurisdictions shall authorize either its authorized representative from their respective law enforcement agencies of their respective jurisdictions, and the City of Sunnyside shall authorize its' City Manager to enter into any required operating agreements, or future leases of real property, such as those pursuant to RCW 10.93 to enable these agencies to participate in multijurisdictional task forces.

The City of Sunnyside understands that only authorized representative from their respective law enforcement agencies may attend and participate in votes of the L.E.A.D. Task Force Executive Committee and be privy to confidential law enforcement information. The City of Sunnyside agrees to authorize a representative to attend L.E.A.D. Task Force Executive Meetings on behalf of the City of Sunnyside.

- 3.6. The undersigned participating jurisdictions shall authorize either its authorized personnel from their respective law enforcement agencies of their respective jurisdictions, and the City of Sunnyside shall authorize its' City Manager to execute any needed contract, including real property rental agreements to facilitate the operations of the L.E.A.D. Task Force in its operations.
- 3.7. Each jurisdiction shall pay all costs associated with its officers and equipment when assigned to the L.E.A.D. Task Force. The Washington State Patrol will contribute a supervisor and pay all related costs associated with its officer and equipment.
- 3.8. Each L.E.A.D. Task Force party shall act as independent contractors and not as employees of the L.E.A.D. Task Force or another party to this agreement. As such, they have no authority to bind other parties, nor control employees of other parties, contractors, or other entities.
- 3.9. Pursuant to RCW 10.93.040, personnel assigned to the L.E.A.D. Task Force shall be considered employees of the contributing agency which shall be solely and

exclusively responsible for that employee. All rights, duties and obligations of the employer shall remain with the contributing agency. The personnel assigned by the contributing agencies shall continue under the employment of that agency for purposes of any losses, claims, damages, or liabilities arising out of or related to the services provided to the L.E.A.D. Task Force or the activities of the L.E.A.D. Task Force. Each agency agrees to hold harmless, defend, and indemnify the L.E.A.D. Task Force in any action arising from the negligence of the employees of that agency including all costs and defense including attorney's fees.

3.10. The parties agree that L.E.A.D. Task Force shall continue any other agreement that is currently in place with regards to funding of employees and/or positions with the various entities and/or independent contractors.

3.11. The L.E.A.D. Task Force shall continue to implement operations including:

- A. Development of intelligence.
- B. Target Identification
- C. Investigation
- D. Arrest of Suspects
- E. Successful Prosecution of Offenders, and
- F. Asset Forfeiture/Disposition

3.12. The L.E.A.D. Task Force may also assist in investigations, arrest and prosecution and forfeiture of Criminal Street Gang activity as defined above in the definition sections 2.19 to 2.21 including any connected crime as identified above in sections 2.19 to 2.21. The respective jurisdictions recognize that there is a substantial and increasing nexus between illegal narcotics and criminal street gang activity and that the eradication of both will best serve the quality of life and safety of the citizens of their respective jurisdictions.

3.13. The undersigned jurisdictions hereby individually consent to the full exercise of peace officer powers within their respective jurisdictions by any and all property certified or exempted officers engaged in any operation of the L.E.A.D. Task Force. Consent shall be valid during the tenure of the responsive undersigned individual.

- 3.14. The L.E.A.D. Task Force is intended to be treated as a separate legal entity for the purposes of litigation. However, the L.E.A.D. Task Force will be part of Yakima County with regards to annual financial audits, and accounting for receipts of local, state, and federal grant funding. Fund 109 will be established to account for the resources of the L.E.A.D. Task Force as described in section 2.15 and will be allocated their share of costs related to the annual audit, indirect allocations and direct service costs provided by the County.

ARTICLE 4: DURATION:

- 4.1. This agreement shall commence on the day and year it is executed and shall continue until written termination of the parties.

ARTICLE 5: ADMINISTRATION:

- 5.1. The parties agree that the Yakima County Sheriff's Office is the applicant jurisdiction. The Yakima County Sheriff's Office agrees to provide the necessary documentation to receive and expend grant funds. The Yakima County Sheriff's Office shall administer "Fund 109" and "Fund 650" in accordance with applicable laws, this Agreement and any other mutually agreed policies and procedures. "Fund 109" and "Fund 650" shall be administered by the L.E.A.D. Task Force Commander in accordance with the State Auditor's accounting standards for investigative funds and such other standards as the Executive Board may prescribe.
- 5.2. The Executive Board shall meet at least quarterly, but preferably monthly, if possible, provide policy and procedural guidance to the L.E.A.D. Task Force Commander, and supervise the use of "Fund 109" and "Fund 650." Each member of the Executive Board shall have an equal voice and vote in all L.E.A.D. Task Force matters.
- 5.3. The Executive Board shall appoint a L.E.A.D. Task Force Commander to supervise the daily operations of the L.E.A.D. Task Force according to this Agreement and Operating Rules of the L.E.A.D. Task Force.
- 5.4. The Executive Board shall have the authority to apply on behalf of the L.E.A.D. Task Force for any and all grant funds as may be available from federal, state, or private sources, for the furtherance of L.E.A.D. Task Force objectives.

- 5.5. The Yakima County Sheriff's Office, and Yakima County Treasurer's Office shall maintain two separate funds on behalf of L.E.A.D. Task Force, which shall be referred to as "Fund 109" and "Fund 650." The Yakima County Sheriff's Office shall provide a minimum of quarterly balance updates to the L.E.A.D. Task Force Executive Board and shall provide current fund balances upon request from the various members of L.E.A.D. Task Force.
- 5.6. The Yakima County Sheriff's Office shall be responsible for tracking County assets that are used for L.E.A.D. Task Force and shall be responsible for record keeping aspects of L.E.A.D. Task Force and for the administrative functions of L.E.A.D. Task Force. The Yakima County Sheriff's Office agrees to provide the Department of Commerce with the necessary documentation to receive grant funds.
- 5.7. The Executive Board shall be comprised of the Yakima County Prosecuting Attorney, the Yakima County Sheriff, the City of Grandview Chief of Police, the City of Sunnyside Chief of Police, the City of Union Gap Chief of Police, the Chief of the Washington State Patrol, and the Director of the Washington State Gambling Commission. The Task Force shall establish procedures for election of the chairperson position for the Executive Committee. The Task Force Executive Board may adopt bylaws providing for the appointment of alternates to attend Executive Board meetings in the absence of members. At such meetings the alternate shall have the same rights as the appointing members. Any action taken by the Task Force Executive Board under this agreement shall be based on a majority vote.
- 5.8. All L.E.A.D. Task Force contracts and agreements executed on behalf of Participating Jurisdictions under this agreement must first be approved on motion of the L.E.A.D. Task Force Executive Board. By executing this agreement, each Participating Jurisdiction agrees that, for purposes of administering the assets and resources available to the L.E.A.D. Task Force, Yakima County is hereby granted the authority to execute on behalf of the Participating Jurisdictions all agreements and contracts signed as approved by the L.E.A.D. Task Force Executive Board, by and through its Chair, including but not limited to all contracts for professional services, and any real property lease necessary for the operation of the L.E.A.D. Task Force. Agreements and contracts that are executed in this manner shall have

the same legal effect as if they were executed by each Participating Jurisdiction. No such agreement or contract may impose or waive liability with respect to a Participating Jurisdiction in a manner that is inconsistent with the indemnification provisions of Section 9 below.

- 5.9. Annual Budget: The L.E.A.D. Task Force Executive Board shall meet and establish the annual operating budget for the L.E.A.D. Task Force. Based upon the specific needs of the L.E.A.D. Task Force after adoption of the annual budget, the yearly operating budget may be amended by a majority vote of the membership of the Executive Board. The Fund 109 Annual Budget will be adopted by the L.E.A.D. Task Force no later than October 15th of each year so the budget may be included in the annual budget adoption of Yakima County. The Yakima County Sheriff will have authority to make minor adjustments in the annual budget to meet County budget requirements.

ARTICLE 6: PROPERTY & EQUIPMENT:

- 6.1. The Executive Board shall determine whether property seized and forfeited in a L.E.A.D. Task Force operation is to be retained for use by the L.E.A.D. Task Force or sold to generate cash for L.E.A.D. Task Force purposes. All cash proceeds from such sales of forfeited property shall be promptly deposited into "Fund 109", as shall all cash forfeited in a L.E.A.D. Task Force operation. All property retained for use by the L.E.A.D. Task Force will be inventoried using the most current Yakima County Asset policy and recorded as an asset of Fund 109.
- 6.2. All cash, property and proceeds from property forfeited pursuant to RCW 69.50.505/ RCW 9A.83.030 / RCW 10.105.010 by L.E.A.D. Task Force Operations shall be managed and disbursed only as provided in said RCW 69.50.505/ RCW 9A.83.030 / RCW 10.105.010. In the event that any equipment is otherwise acquired by the L.E.A.D. Task Force, the parties agree to use the equipment only for such law enforcement purposes as are established by the Executive Board.
- 6.3. Upon dissolution of the L.E.A.D. Task Force, all property provided to the Task Force by the participating agencies and all forfeited property, other than money, remaining in the L.E.A.D. Task Force's possession shall be returned to the respective contributing agencies. As discussed in Section 13 below, the withdrawal of one law enforcement entity under this agreement shall not trigger

the provisions of Section 6, and the individual law enforcement entity shall not be entitled to any reimbursement for moneys collected and/or held in “Fund 109” and/or “Fund 650”, and for any equipment donated to L.E.A.D. Task Force, and/or currently used in operations of L.E.A.D. Task Force the provisions of Section 13 shall control disposal of personal property of the withdrawing law enforcement agency.

- 6.4. Notwithstanding the termination of this Agreement and distribution of L.E.A.D. Task Force properties as herein described, such property and monies shall remain subject to the use restrictions of RCW 69.50.505(f) in the hands of each party until fully expended for the law enforcement purposes permitted in said RCW 69.50.505(f).

SECTION 7: HANDLING OF FUNDS:

- 7.1. “Fund 109” and “Fund 650” shall be held by the Yakima County Treasurer who will disburse the funds according to such standards and direction as the Executive Board shall provide. All interest earned on monies in the Funds shall be credited to the Fund and remain herein until disbursed according to this Agreement.
- 7.2. The L.E.A.D. Task Force Commander shall maintain a fund of ready cash so that day-to-day operational needs of the L.E.A.D. Task Force can be met. This shall be called the L.E.A.D. Task Force Operations Fund (part of Fund 109) and shall be limited to an amount of Seventy-Five Thousand Dollars (\$75,000.00) in reserves, or such other limit as the Executive Board shall permit. The Operations Fund may be kept and maintained at such location and in such manner as the L.E.A.D. Task Force Commander shall determine, subject to the Washington State Auditor’s standards on impress, investigation funds and such other requirements as the Executive Board may establish.
- 7.3. In accordance with RCW 69.50.505 / RCW 9A.83.030 / RCW 10.105.010, cash proceeds from the sale of drug forfeiture property seized by L.E.A.D. Task Force shall be delivered to the Yakima County Treasurer together with deposit instructions indicating the respective state and local shares thereof according to RCW 69.50.505(h). The local share shall then be deposited in the L.E.A.D. Task Force Fund of the Yakima County Treasurer and accounted for separately as the L.E.A.D. Task Force Fund. The State’s share shall be remitted by the Treasurer to the State PSE account, as required by the statute, according to the figures

supplied by the L.E.A.D. Task Force on the Treasurer's general deposit form. A copy of the Yakima County Treasurer's receipt and form for each such deposit, identifying the forfeiture case by name and/or number, shall be promptly provided to the L.E.A.D. Task Force Commander. For each forfeiture of \$5,000 or more in cash and/or proceeds, a record of all expenses of each participating agency shall be transmitted to the Executive Board and the Yakima County Prosecutor. Each expense record shall include all costs associated with the L.E.A.D. Task Force action giving rise to the case, including work by non-L.E.A.D. Task Force personnel.

- 7.4. In order to ensure compliance with this agreement, the parties agree that all forfeitures made pursuant to RCW 69.50.505 / RCW 9A.83.030 / RCW 10.105.010 by each party shall be made available upon a reasonable request for disclosure by the Executive Board.

ARTICLE 8: NONDISCRIMINATION:

- 8.1. Each party and their respective representatives and employees agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq). In the event that any participating government violates this provision, L.E.A.D. Task Force may terminate this Agreement immediately and bar the respective participating government and/or employee from performing any services for L.E.A.D. Task Force in the future.

ARTICLE 9: INDEMNIFICATION:

- 9.1. Each participating governmental entity hereby agrees that it shall protect, defend, indemnify, and save harmless L.E.A.D. Task Force, the City of Sunnyside, the City of Grandview, the City of Union Gap, the State of Washington, and Yakima County, their officers, employees, and agents from any and all third party costs, claims and resultant costs (judgments and/or awards of damages) for bodily injury to person and damage to physical property to the extent resulting directly and

proximately from the negligent acts of the participating governmental entity, its officers, employees, and/or agent in performance of this Agreement.

- 9.2. Each party to this agreement agrees to defend, indemnify, and hold harmless every other party from claims, losses, damages, injuries, or suits arising out of the actions of its agents or employees.
- 9.3. Each party to this agreement agrees that it shall be solely responsible to provide defense for claims and litigation that arise out of claims made against L.E.A.D. Task Force, and its employee while participating in L.E.A.D. Task Force to the extent that such party's employees are named in the claim and/or litigation.
- 9.4. In the event that the L.E.A.D. Task Force as an entity is subject to litigation and ultimately found liable for damages, each party to this agreement agrees to be liable for up to their share of liability. If the L.E.A.D. Task Force itself is found liable and currently there are seven (7) entities which comprise the L.E.A.D. Task Force, the maximum recovery should be approximately fourteen and a quarter (14.28) percent per entity. This figure is subject to change in the event that the current agencies withdraw from the agreement and/or if additional law enforcement agencies join the L.E.A.D. Task Force.
- 9.5. It is the intent of the undersigned participants that the L.E.A.D. Task Force be treated as a separate legal entity for the purposes of tort liability. Actions taken to bind the L.E.A.D. Task Force are intended to be by majority vote of the L.E.A.D. Task Force Executive Board and not that of any participating City Council or Manager, and/or Yakima County Board of County Commissioners.

ARTICLE 10: EMPLOYEE & VEHICLE INSURANCE:

- 10.1. Each agency shall only be responsible for the actions of its own employees and shall insure its own employees for false arrest, assault, and battery, false imprisonment or detention, malicious prosecution, libel, and/or slander, wrongful entry or eviction of other invasion of rights of private occupancy and/or wrongful death, bodily injury, property damage, Section U.S.C. 1983 civil right litigation, and all claims for damages and civil claims against their respective employees.

- 10.2. Each party to this agreement also agrees to provide individual insurance coverage for vehicles owned and/or operated by the respective jurisdiction and used by their employees while participating in L.E.A.D. Task Force activities.

ARTICLE 11: SUPPLY REPLACEMENT:

- 11.1. The L.E.A.D. Task Force Commander through "Fund 109" will be responsible for supplying and/or replacing supplies needed and/or used by L.E.A.D. Task Force detectives. These supplies shall include food, vehicles, or any other supplies that are reasonably needed and approved by a quorum of the L.E.A.D. Task Force Executive Board to sustain the officers in their L.E.A.D. Task Force operations.
- 11.2. Each agency shall be responsible for any repairs, fuel, maintenance, and/or damages done to both their own assigned vehicles and L.E.A.D. Task Force pool vehicles being operated by L.E.A.D. Task Force detectives, as a result of participating in L.E.A.D. Task Force, and agrees to hold the other participating jurisdictions harmless for such damage.

ARTICLE 12: MODIFICATION:

- 12.1. The parties may amend, modify, and/or supplement this Agreement only by written agreement of the parties.

ARTICLE 13: WITHDRAWAL FROM TASK FORCE:

- 13.1. Any signatory Agency may withdraw from this agreement when a period of 60 (sixty) days has elapsed after notification is made by registered letter to the other Signatory Agencies' normal business address. Withdrawal or non-execution of this agreement by any one agency shall not affect the continued efficacy of the agreement with regard to the other Signatory Agencies.
- 13.2. The parties expressly agree that upon their withdrawal, or expulsion, from L.E.A.D. Task Force that they are not entitled to, nor will they receive any refund or reimbursement of costs for any amounts the member jurisdiction may have

paid into L.E.A.D. Task Force “Fund 109 and/or Fund 650, including any reimbursement for grant money received during the fiscal year in question.

- 13.3. The parties further agree that any personal property and/or equipment that has been donated to L.E.A.D. Task Force for its operations by the respective agency shall be continued to be utilized to L.E.A.D. Task Force for its continued operations by the respective withdrawing entity, and that L.E.A.D. Task Force shall agree to return the equipment and/or personal property to the respective entity at the end of its useful economic life.

The parties further agree that any vehicles and/or equipment whose source of funds have been given by the L.E.A.D. Task Force to its member shall remit to the L.E.A.D. Task Force the vehicle, equipment, or the proceeds from its disposal at the end of its useful economic life.

ARTICLE 14: DISPUTE RESOLUTION:

- 14.1. Any controversy or dispute between the parties regarding the application or interpretation of this agreement is subject to resolution by the following procedures:
- 14.2. Initial review by the Executive Board to facilitate prompt resolution through agreement.
- 14.3. If the initial review does not achieve resolution, the Executive Board membership shall conduct a vote to resolve the disagreement, and if a majority vote is obtained by a quorum of the Executive Board, such vote shall be binding on the parties.

ARTICLE 15: ENTIRE AGREEMENT:

- 15.1. This document, including any Addendums attached hereto, encompasses the entire Agreement of the members. No understanding or amendment, addendum, or addition to this agreement shall be effective unless made in writing and approved by a majority vote at a properly scheduled and noticed meeting of the Executive Board.

ARTICLE 16: SEVERABILITY:

- 16.1. The parties agree that if any term of this Agreement is held invalid by any court of competent jurisdiction, the remainder of the Agreement remains valid and in full force and effect.

ARTICLE 17: LAW, VENUE, JURISDICTION:

- 17.1. This Agreement shall be governed by the laws of the State of Washington. Any action, suit, or judicial proceeding for the enforcement of this Agreement shall be brought in the Superior Court for the State of Washington in Yakima County, Washington.

ARTICLE 18: EXECUTION OF MULTIPLE ORIGINAL COUNTERPARTS:

- 18.1. This agreement may be reproduced in any number of original counterparts. Each party needs to sign only one counterpart and when the signature pages are all assembled with one original counterpart, that compilation constitutes a fully executed and effective agreement among all the Participating Jurisdictions. In the event that fewer than all named parties execute this agreement, the agreement, once recorded as specified in Section 19 shall be effective as between the parties that have executed the agreement to the same extent as if no other parties had been named.

SECTION 19: RECORDING:

- 19.1. This Interlocal agreement will be recorded in compliance with RCW 39.34.040.

YAKIMA COUNTY L.E.A.D.

TASK FORCE EXECUTIVE BOARD

Robert Udell,
Yakima County Sheriff

Joseph Brusic,
Yakima County Prosecuting Attorney

Kal Fuller,
Grandview Chief of Police

Rob Layman,
Sunnyside Chief of Police

Greg Cobb, Chief of Police,
City of Union Gap

John Batiste,
Chief of Washington State Patrol

David Trujillo, Director
Washington State Gambling Commission

Approved as to form:

Deputy Prosecuting Attorney

RESOLUTION NO. 2024-12

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT BETWEEN
THE CITY OF SUNNYSIDE AND THE CITY OF GRANDVIEW FOR
ANIMAL CONTROL AGREEMENT**

WHEREAS, the City of Grandview and City of Sunnyside have agreed upon the terms set forth in an Animal Control Agreement; and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Animal Control Services Agreement is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to enter into an Animal Control Agreement with the City of Sunnyside in the form attached hereto and incorporated herein by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF
SUNNYSIDE AND THE CITY
OF GRANDVIEW FOR
ANIMAL CONTROL
AGREEMENT**

This agreement is made and entered into this 8th day of January, 2024, by and between the **CITY OF SUNNYSIDE**, a municipal corporation, hereinafter referred to as "Sunnyside", and the **CITY OF GRANDVIEW**, a municipal corporation, hereinafter referred to as "Grandview";

WHEREAS, the Revised Code of Washington Chapter 39.34 allows local governments to enter into Interlocal Agreements to make the most efficient use of their powers through mutual cooperation; and

WHEREAS, Sunnyside operates and provides Animal Control Officers designated to serve the City of Sunnyside; and

WHEREAS, Sunnyside is willing to provide animal control services to Grandview in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of Sunnyside to enter into a contract to provide Animal Control Services to Grandview in accordance with the terms and conditions of the attached agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between Sunnyside and Grandview as follows:

1. **Animal Shelter Services**

a. **Impounded Animals.** On delivery by Grandview, Sunnyside shall board all animals impounded by the designated Animal Control Officers at its animal shelter. Sunnyside shall keep accurate records of all animals impounded by the designated Animal Control Officers that are delivered to its animal shelter. Sunnyside shall submit a monthly report of all animals impounded, the date delivered to the animal shelter, the number of days impounded, the date of release, and/or the date euthanized.

b. **Stray Animals.** Sunnyside shall keep accurate records of all stray animals picked up within Grandview limits and delivered to its animal shelter.

c. **Owner Surrendered Animals.** Sunnyside shall also keep accurate records on all owner-surrendered animals accepted at its animal shelter and originating within Grandview limits.

d. **Unclaimed Animals.** Unclaimed animals impounded by Sunnyside and delivered to the animal shelter shall become the property of Sunnyside. All dogs without any form of ID (License, ID Tag, Microchip etc.) will be held for three (3) days. All dogs with some form of ID (license, ID Tag, microchip etc.) will be held for

five (5) days excluding Sundays, and legal holidays

e. Disposal of Dead Animals. Upon delivery by Grandview, Sunnyside shall properly dispose of all dead animals (dogs, cats, and other animals of similar size) picked up by the designated Animal Control Officer. Sunnyside shall provide a means of proper disposal for these dead animals at no additional cost to Grandview.

f. Redemption of Animals. The owner of any redeemed animal shall be responsible for the boarding charges and impound fees for such animal. Grandview shall not be responsible to Sunnyside for any fee in connection with a redeemed animal, with the exception of the \$15.00 per day fee incurred in cases of legal holds in which an animal stays at the shelter after the ten-day mandatory period. In cases where the animal is redeemed after a legal hold, the owner shall reimburse Grandview directly.

g. Collection of fees/fines. Sunnyside shall collect from the owner of any redeemed animal the appropriate license fees and such amounts of money required by Grandview law. Sunnyside shall not release an unlicensed animal to an owner that resides within Grandview until a license has been purchased with the appropriate copies of the license distributed to the owner and Grandview, and the license tag delivered to the animal owner.

h. Treatment of Animals. Sunnyside shall, at all times, both during and after the impound period, treat animals delivered by Grandview to its animal shelter in a humane manner. Sunnyside may euthanize, in a humane manner, any animal delivered to its animal shelter by Grandview, which obviously has a contagious disease, is so injured that it cannot be helped with medical treatment or is otherwise unadaptable due to behavioral issues.

i. Forms and Costs of Printing. Grandview will provide Sunnyside, or pay the cost of printing, all forms used in supplying statistics for its records.

j. Animal Control Officer. Sunnyside shall provide 1 Animal Control Officer to perform the duties set forth in Section 2 and Section 4 below. Such Animal Control Officer shall be deemed for all purposes to be an employee of Sunnyside and not an employee of Grandview.

k. Legal Holds. Grandview will pay \$15.00 per day for sheltering an animal, if the animal is required to stay at the shelter after the ten-day mandatory legal hold and the hold is caused by Grandview. This is an additional charge to this contract to be paid monthly, at the end of the following month after the month in which the charge is incurred.

2. Animal Control Officer Duties

a. Sunnyside will, through duly appointed and legally qualified agents and officers, diligently enforce all animal regulation laws and ordinances, including the capture and impound of animals running at large within the corporate limits of

Grandview in violation of Title 6: Chapters 6.04 and 6.06 of the Grandview Municipal Code.

b. Sunnyside will hold all impounded dogs at Sunnyside's facility in accordance with the applicable Grandview code.

3. **Sunnyside Standby Coverage.**

a. Should an after-hours emergency arise, the call shall be directed to Sunnyside's answering service.

b. Grandview agrees to compensate Sunnyside with an additional Ten Dollars (\$10.00) a day with a minimum of \$300.00 per month for additional after-hours coverage plus a Thirty Dollar (\$30.00) fee for each callout. The callout fee includes euthanasia services, if applicable.

4. **Consideration.**

Effective January 1, 2024, Grandview agrees to compensate Sunnyside a total of Three Thousand Five Hundred Forty-Three Dollars and thirty three cents (\$3,543.33) monthly with an annual amount of Forty two Thousand and Five Hundred Nineteen Dollars and ninety six cents (\$42,519.96) for one Animal Control Officer providing twenty (20) hours a week coverage. The annual amount of consideration paid by Grandview to Sunnyside, as set forth in this Section, shall increase annually by up to five percent (5%) for increases in Consumer Price Index and Cost of Living Adjustment, taking effect on January 1, 2025, and increasing the first of January each successive year, until this Agreement is Terminated.

Sunnyside as additional compensation for services rendered hereunder shall collect a Five Dollar (\$5.00) agent fee for the sale of each Grandview dog license sold at the animal shelter. This agent fee shall not be included in the cost of the dog license fee. Grandview shall also reimburse and/or pay for any animal transfer fee or costs in which Sunnyside has to deliver an animal to the Human Society on behalf of Grandview.

Sunnyside shall present Grandview with a monthly invoice before the tenth (10th) of the month following the month in which services were provided. It is understood and agreed that the contract sum shall be paid within thirty (30) days of receiving Sunnyside's billing invoice.

5. **Term of Agreement.** The term of this agreement shall commence on December 1, 2023, and shall continue automatically for additional annual terms upon the same terms and conditions set forth herein, unless either party gives the other written notice not later than August 31 of any year of its desire to terminate this Agreement. Such termination may be without cause and shall be effective on the last day of December of the year of such notice, and payments by Grandview of the months of September through December of that year shall be at the rates applicable to the existing agreement. Additionally, either party has the right to terminate this Agreement for cause in

according with Section 20 of the Agreement.

6. **Status of Sunnyside.** Sunnyside and Grandview understand and expressly agree that Sunnyside is an independent contractor in the performance of each and every part of this Agreement. Sunnyside and its employees shall make no claim of Grandview employment nor shall claim against Grandview any related employment benefits, social security, and/or retirement. Sunnyside may subcontract out services as necessary to perform the service listed in this contract with other approved animal control organizations such as, but not limited to, the Humane Society.
7. **Taxes and Assessments.** Sunnyside shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, 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, Sunnyside shall pay the same before it becomes due.
8. **Nondiscrimination Provision.** During the performance of this Agreement, Sunnyside shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.
9. **Compliance with Law.** Sunnyside agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local or otherwise.
10. **No Insurance.** It is understood that Grandview does not maintain liability insurance for Sunnyside and/or its employees.
11. **No Conflict of Interest.** Sunnyside represents that neither it nor its employees have any interest and shall not hereafter acquire an interest, direct or indirect, which would conflict in any manner of degree with the performance of this Agreement. Sunnyside further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.
12. **Indemnification and Hold Harmless.** Sunnyside agrees to protect, defend, indemnify, exonerate, and hold harmless Grandview, its elected and appointed officials, agents, officers, and employees (hereafter "parties protected") from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including punitive or exemplary

damages), penalties, fines, costs and expenses (including legal fees, costs, and disbursements) for, and arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default, or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to Sunnyside's provision of services, work or materials pursuant to this Agreement.

13. **Sunnyside's Insurance.**

a. Commercial Liability. On or before the date this Agreement is executed, Sunnyside shall provide Grandview with a certificate or insurance as proof of liability insurance in the amount of Two Million Dollars (\$2,000,000.00) that clearly states who the provider is, the amount of coverage, the policy number, and when the policy and the provisions provided are in effect (any statement in the certificate to the effect of "this certificate is issued as a matter of information only and covers no right upon the certificate holder" shall be deleted). Said policy shall be in effect for the duration of this Agreement. The policy shall name Grandview, its elected officials, officers, agents, and employees as additional insured's and shall contain a clause that the insurer will not cancel or change the insurance without first giving Grandview thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

b. Worker's Compensation. Sunnyside agrees to pay all premiums provided for by the Worker's Compensation Act of the State of Washington. Evidence of Sunnyside's workers' compensation coverage will be furnished to Grandview. Sunnyside holds Grandview harmless for any injury or death to Sunnyside's employees while performing this Agreement.

c. Umbrella policy. Sunnyside shall provide Grandview with a certificate of insurance as proof of an umbrella insurance policy with a total minimum liability limit of One Million Dollars (\$1,000,000.00). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall continue in effect for the duration of the Agreement. The policy shall name Grandview, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving Grandview thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability or any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

14. **Delegation of Services.** The services provided for herein shall be performed by Sunnyside, and no other person other than regular associates or employees of Sunnyside shall be engaged upon such work or services except upon written approval of Grandview.
15. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Sunnyside to any other person or entity without the prior written consent of Grandview. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Sunnyside as stated herein.
16. **Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
17. **Modification of Agreement.** If either party desires to change or modify this Agreement, such party shall give written notice to the other not later than August 31st of any year of its desire and if a new agreement has not been reached by the following January 1st, the Agreement shall terminate on the following March 31st.
18. **Integration.** This written document constitutes the entire agreement between Grandview and Sunnyside. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties. This Agreement supersedes any and all previous agreements between the parties.
19. **Non-Waiver.** The Waiver by Sunnyside or Grandview of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.
20. **Termination for Cause.** In the event that either party breaches or defaults with respect to any of its duties, obligations and conditions of this Agreement, the other party shall be entitled to terminate this Agreement by providing the preaching/defaulting party with a written termination notice thirty (30) calendar days in advance of the effective termination date. The notice shall describe how the other party is in breach/default of this Agreement. The preaching/defaulting party shall have the right to cure such breach/default during the thirty (30) day notice period.
21. **Notices.** Unless stated otherwise here, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

To Sunnyside: Elizabeth Alba, Sunnyside City Manager
818 E. Edison Ave.
Sunnyside, WA

To Grandview: Shane Fisher
City Administrator
207 West Second Street,
Grandview, WA 98930

Or to other such addresses as the parties may hereafter designate in writing. Notice 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.

22. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
24. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

EXECUTED THIS 8th day of January, 2024

CITY OF SUNNYSIDE

By: Elizabeth Alba
Elizabeth Alba, City Manager

CITY OF GRANDVIEW

By: _____
Ashley Lara, Mayor

ATTEST:

Jacqueline Renteria
Jacqueline Renteria, City Clerk

ATTEST:

Anita Palacios, MMC, City Clerk

APPROVED AS TO FORM:
SAXTON RILEY & RILEY:

Benjamin J. Riley
BY: Benjamin J. Riley
Attorneys for the City of Sunnyside

APPROVED AS TO FORM:

Quinn Plant, City Attorney

ORDINANCE NO. 2024-04

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
RELATING TO AN ANNUAL AMENDMENT TO THE CITY'S
COMPREHENSIVE PLAN AMENDING THE FUTURE LAND USE MAP; AND
PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO**

WHEREAS, pursuant to Grandview Ordinance No. 2016-32, the City of Grandview adopted the Comprehensive Plan and maps thereto as the Comprehensive Plan of the City of Grandview (the Comprehensive Plan); and

WHEREAS, comprehensive plans may be amended annually pursuant to RCW 36.70A.130 of the Growth Management Act (GMA); and

WHEREAS, amendments to the City's Comprehensive Plan may be initiated by the Planning Commission (Commission), the City Council (Council), citizens, or any other City Department; and

WHEREAS, the GMA requires comprehensive plans to be implemented with development regulations, including the zoning of all properties in the City that are consistent with land use map designations; and

WHEREAS, the City adopted a Public Participation Plan to direct the public involvement process for adopting and amending comprehensive plans; and

WHEREAS, the Grandview Municipal Code (GMC) provides that amendment applications shall be accepted during any time of the year, with the Council to consider any amendments received during the preceding year during January; and

WHEREAS, on October 19, 2023, the City received an application from Wyckoff Farms, Inc., to amend the Comprehensive Plan Future Land Use Map with regard to approximately 145.36 acres in Yakima County Parcel Nos. 230915-32001, 230915-31006, and 230915-32002 (Comprehensive Plan Amendment); and

WHEREAS, the Future Land Use Map zoning designation for the property is Industrial and the property is currently zoned AG Agricultural District; and

WHEREAS, the application proposes to change the Future Land Use Map zoning designation to Residential, and is accompanied by an application to re-zone the property to R-1 Low Density Residential District; and

WHEREAS, the City mailed notice of application and public hearing for the proposed site-specific map amendment to owners of property within 300 of the affected site on November 8, 2023, including the owner of Yakima County Parcel No. 230915-34001; and

WHEREAS, pursuant to the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, and Chapter 18.04 GMC, staff conducted an environmental review to determine the potential environmental impacts from the proposed amendment; and

WHEREAS, on November 22, 2023, after reviewing the environmental checklist, staff issued a Determination of Non-Significance (DNS) for the proposal, published the DNS in the Grandview Herald, and where appropriate posted the DNS on site and mailed the DNS to all affected public agencies; and

WHEREAS, the City's Hearing Examiner conducted an open record hearing on the application on December 6, 2023; and

WHEREAS, the City's Hearing Examiner recommended that "that the Grandview City Council approve the requested amendment to the Comprehensive Plan Future Land Use Map designation of Assessor's Parcel Numbers 230915-32006, 230915-31001, and 230915-32002 from the Industrial designation to the Residential designation;" and

WHEREAS, the Council held a closed record hearing on the application at its regular business meeting on January 23, 2024; and

WHEREAS, the City planner recommended that the Council approve and modify the Hearing Examiner's recommendation to also include Yakima County Parcel No. 230915-34001 so as to avoid a potential spot-zoning; and

WHEREAS, following the closed record public hearing, the Council voted to approve and modify the Hearing Examiner's recommendation to also include Yakima County Parcel No. 230915-34001; and

WHEREAS, on December 27, 2023, the Washington State Department of Commerce was notified pursuant to RCW 36.70A.106 of the City's intent to adopt an amendment to the Comprehensive Plan; and

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

Section 1. Purpose. The purpose of this Ordinance is to amend Future Land Use Map within the Land Use Element of the City of Grandview Comprehensive Plan for Yakima County Parcel Nos. 230915-32006, 230915-31001, 230915-32002, and 230915-34001 as further described in the attached Exhibit A. The land use designation for these properties is hereby changed from Industrial to Residential.

Section 2. Findings. Council acknowledges that the Hearing Examiner conducted appropriate investigation and study and held a public hearing on the proposed amendment to the Comprehensive Plan. Council has considered the Hearing Examiner's Findings. Council makes and adopts the Findings of Fact and Conclusions attached hereto Exhibit B and incorporated herein by reference, and the analysis

contained in the Hearing Examiner's decision and recommendation. Council hereby makes and adopts the following general findings applicable to the Comprehensive Plan Amendment.

General Findings:

1. Pursuant to chapter 43.12C RCW (SEPA), an environmental checklist was required for the proposed Comprehensive Plan amendment.
2. Staff reviewed the environmental checklist and a threshold determination was made for the proposed Comprehensive Plan amendment.
3. On November 22, 2023, a Determination of Non-Significance (DNS) was issued for the proposed Comprehensive Plan amendment.
4. The procedural requirements of SEPA and Title 18 GMC have been fulfilled.
5. On December 27, 2023, the Washington State Department of Commerce was provided a notice of intent to adopt amendment to the Comprehensive Plan.
6. On November 8, 2023, individual notices of public hearing for the proposed site-specific map amendment were mailed to all property owners within 300 feet of the affected site.
7. On November 8, 2023, the site subject to the proposed Comprehensive Plan Amendment was posted with a "Notice of Public Hearing" sign, with a description of the proposal.
8. On November 8, 2023, notice of the public hearing was published in the Grandview Herald.
9. The procedural requirements in Title 14 GMC for the amendment process, including public participation, notice, and public hearing requirements have been met.
10. On December 6, 2023, the Hearing Examiner held a public hearing on the proposed Comprehensive Plan amendment. After receiving testimony, the public hearing was closed.
11. On December 20, 2023, the Hearing Examiner issued his Findings of Fact and Conclusions of Law, forwarding the Comprehensive Plan Amendment to Council with a recommendation for approval.
12. On January 3, 2024, notice of the Council's closed record hearing on the Comprehensive Plan Amendment was published in the Grandview Herald.

13. The Hearing Examiner adopted findings for the Comprehensive Plan Amendment. Such findings were presented to Council. Council makes and adopts the Findings of Fact and Conclusions attached hereto Exhibit B and incorporated herein by reference, and the analysis contained in the Hearing Examiner's decision and recommendation.

14. The proposed amendment to the Comprehensive Plan is consistent with the GMA and does not result in internal inconsistencies within the Comprehensive Plan itself.

Section 3. Property. The property subject to this Ordinance is described in Attachment "A" (2024 Comprehensive Plan Amendment Maps).

Section 4. Comprehensive Plan and Map Amendment. Pursuant to RCW 36.70A.130, the Comprehensive Plan is hereby amended as set forth in Attachment "A".

Section 5. Severability. If any section, sentence, clause, or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 6. Effective Date. This ordinance shall be in full force and effect five days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 02/28/2024
EFFECTIVE: 03/04/2024

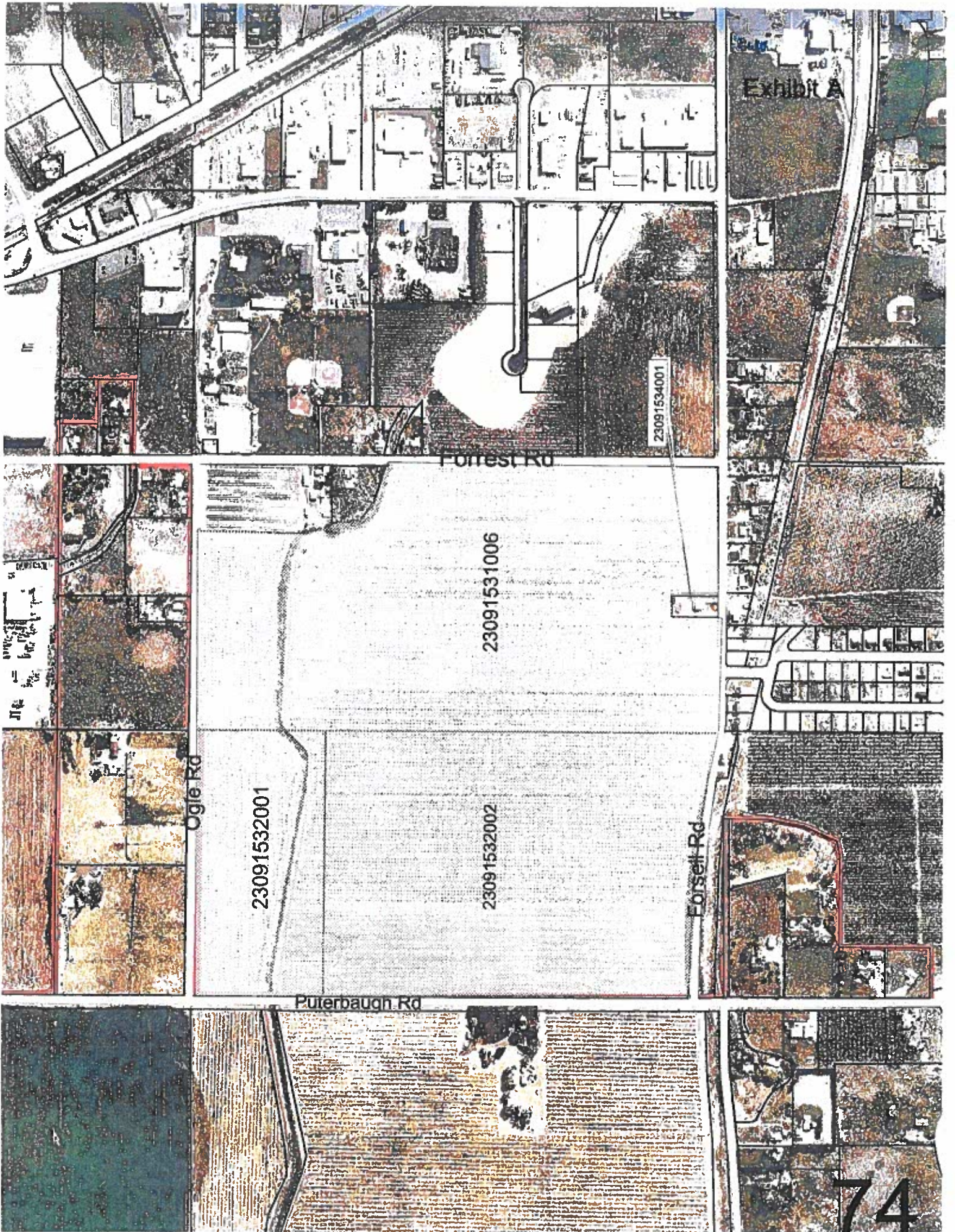


Exhibit A

23091534001

Forrest Rd

23091531006

Ogle Rd

23091532001

23091532002

Forsell Rd

Puterbaugh Rd

74

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

**In the Matter of Application for a)
Comprehensive Plan Amendment)
And for a Rezone of Three Parcels)
Submitted by:)**

Wyckoff Farms, Inc.)

December 20, 2023

**To Amend the Comprehensive)
Plan Future Land Use Map)
Designation from Industrial)
To Residential and Rezone Parcels)
On Forsell/Puterbaugh/Forrest)
Roads from the AG Agricultural)
District to the R-1 Low Density)
Residential District)**

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

(1) The Hearing Examiner conducted an open record public hearing for these applications on December 6, 2023.

(2) Byron Gumz, the YVCOG Regional Land Use Manager serving as Planner for the City of Grandview, presented his thorough staff report which recommended approval of both the Comprehensive Plan Amendment application and the Rezone application for the reasons set forth therein and in these recommendations.

Applicant Wyckoff Farms, Inc. 1
Comprehensive Plan Amendment
From Industrial to Residential
And Rezone from AG Agricultural
To R-1 Low Density Residential
On Forsell/Puterbaugh/Forrest Rds.

(3) Testimony detailing many reasons supporting the approval of these applications such as reduction of conflicts between the applicant's hop fields and recent residential development to the south and the need for additional housing in the City was presented by the applicant's representatives for these applications, attorney Mark Fickes of Halverson Northwest Law Group P.C.; President of Wyckoff Farms, Inc. Court Wyckoff; Vice President of Engineering for Wyckoff Farms, Inc. David Pierce; and Century 21 Tri-Cities representative Jeff Bowlsey.

(4) Written comments that were submitted for the record include written narratives addressing the criteria for approval of the applications submitted by the applicant's attorney Mark Fickes; a written comment from the Sunnyside Valley Irrigation District relative to SVID pipelines within the property; a written comment from the Washington State Department of Transportation relative to the need for a traffic impact analysis to be conducted when specific development is proposed, particularly as to the ramp terminal capacity and safety of Exit 73; and a written comment from Stephen S. Hazzard, PE of HLA Engineering and Land Surveying, Inc. relative to the capacity of the City's sewer and water systems to serve future residential development on the subject properties.

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

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

B. Summary of Recommendations. The Hearing Examiner recommends that the Grandview City Council approve the requested amendment to the Comprehensive Plan Future Land Use Map designation of the three Wyckoff Farms, Inc. parcels from Industrial to Residential and approve the requested Rezone of the three parcels from the AG Agricultural District to the R-1 Low Density Residential District.

Applicant Wyckoff Farms, Inc.
Comprehensive Plan Amendment
From Industrial to Residential
And Rezone from AG Agricultural
To R-1 Low Density Residential
On Forsell/Puterbaugh/Forrest Rds.

C. Basis for Recommendations. Based upon a view of the site and the surrounding area without anyone else present on December 6, 2023; the information contained in the staff report, exhibits, testimony and other evidence presented at an open record public hearing on December 6, 2023; and a consideration of the standards and criteria for approval of amendments to Comprehensive Plan Future Land Use Map designations and for approval of Rezones; the Hearing Examiner makes the following:

FINDINGS

I. Applicant/Property Owner. The applicant and property owner is Wyckoff Farms, Inc., attn: David Pierce, P.O. Box 249, Grandview, Washington 98930.

II. Location. The location of the three parcels comprising 145.36 acres currently in hop fields is north of Forsell Road in between Forrest Road and Puterbaugh Road. The Assessor's Parcel Numbers are 230915-32001, -31006 and -32002.

III. Proposal. These applications request approval of an amendment to the Comprehensive Plan Future Land Use Map designation of the subject parcels from the Industrial to the Residential designation and also approval of a Rezone from the AG Agricultural District to the R-1 Low Density Residential District in order to allow for future residential development of the property, probably in phases.

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

V. Public Notice. These two applications have been processed in the following manner and public notice of the open record public hearing of December 6, 2023, has been given in the following ways pursuant to GMC §14.07.030(B):

| | |
|--|------------------|
| Application submitted: | October 19, 2023 |
| Notice mailed to owners of property within 300 feet: | November 8, 2023 |
| Notice posted at City Hall, Library, Police Dept. & website: | November 8, 2023 |
| Notice posted in three places on the property: | November 8, 2023 |
| Notice published in the Grandview Herald: | November 8, 2023 |

VI. Environmental Review under the State Environmental Policy Act (SEPA). The City's SEPA Responsible Official issued a final SEPA Determination of Non-Significance (DNS) on November 22, 2023.

VII. Comprehensive Plan, Zoning and Land Uses. The Comprehensive Plan, zoning and land uses of the three parcels under consideration are as follows:

(1) These three parcels are currently within the Industrial designation of the Comprehensive Plan. The purpose of that designation is to include areas for industrial development such as for manufacturing, processing, packaging, storage or public facilities.

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

(3) The parcels are currently within the AG Agricultural zoning district. The purpose of the AG Agricultural District is to provide for minimum land use requirements to allow for agricultural uses to be conducted in certain portions of the City.

(4) The proposed zoning is the R-1 Low Density Residential District. The purpose of this district is to provide a low density residential environment containing single-family residential dwellings with smaller lots and useful yard spaces and to prohibit the development of incompatible uses that are detrimental to the residential environment.

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

| <i>Direction</i> | <i>Comprehensive Plan</i> | <i>Zoning</i> | <i>Land Use</i> |
|------------------|---|---|-------------------------|
| North: | Urban Industrial (Yakima County) | M-1 Light Industrial (Yakima County) | Vacant/Residential |
| South: | Residential/ Low Density Residential | R-1 Low Density Residential | Residential/Agriculture |
| East: | Residential | M-1 Light Industrial | Residential/Agriculture |
| West: | Urban Industrial (Yakima County) | M-1 Light Industrial (Yakima County) | Agriculture |

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

(1) Future Land Use Map Amendment: The Administrative Element (Chapter 7) of the Grandview Comprehensive Plan states that changes to the Future

Land Use Map (FLUM) shall only be granted if, after a recommendation is issued by the Hearing Examiner, the City Council finds that the amendment complies with the standards set forth below in Section X of these recommendations. As a part of this request for a FLUM amendment, a Rezone of the parcels is also requested.

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

IX. Written Comments from Public Agencies. Findings that are relative to the written comments that have been submitted are as follows:

(1) The Sunnyside Valley Irrigation District (SVID) stated that they have multiple facilities within the properties. Those facilities are within easements or rights-of-way, which have restrictions regarding private development. Here no development is proposed at this time, but all future development on the site will be required to meet all of SVID's development standards in relation to their facilities.

(2) The Washington State Department of Transportation (WSDOT) provided comments on how the rezone has the potential to impact traffic volumes on Interstate 82, especially the Exit 73 interchange. They note that it is likely that traffic studies will be required upon future development of the site. Future development on the site will require review and permitting, and will likely require a traffic study at that time.

(3) HLA Engineering and Land Surveying, Inc., acting on behalf of the City of Grandview, provided comments relative to the availability of water and sewer to serve the area of the proposed rezone. HLA indicates that while there is likely capacity in the systems if capital facilities continue to be built out, improvements will be required upon development of the properties. Any future development will be reviewed at the time of application and any required infrastructure improvements will be required at that time.

X. Standards and Criteria for Approval of Amendments to Future Land

Use Map Designations. Chapter 17.92 of the Grandview Municipal Code provides that applications for amendments to the Comprehensive Plan designations shall be processed by following applicable provisions of GMC Title 14. The following standards and criteria for consideration of amendments to the Comprehensive Plan Future Land Use Map designations set forth in the Grandview Comprehensive Plan Administration Element apply to this application for this requested amendment in the following specific ways:

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Objective 1: Encourage the construction of new units to increase the local housing supply. New construction should provide for a moderate-to-low-income and senior housing market demand as well as upscale residences. It should also provide for an appropriate mix of housing types and intensities (single-family, multifamily, group homes, adult family homes).

(j) Objective 6: Encourage more medium and high-value residential construction.

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

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

amendment in order for the implementing regulations to remain consistent with the Comprehensive Plan.

(4) The proposal will increase the development or use potential of a site or area without creating significant adverse impacts on existing sensitive land uses or on other uses legally existing or permitted in the area. The proposal will increase the development potential of the site by allowing residential development on the property that would reduce potential conflicts with areas to the south that are developed with residential uses rather than agricultural uses. The Determination of Non-Significance (DNS) issued for these applications determined that the proposal would not result in any probable significant adverse environmental impacts to existing uses or to uses that are permitted in the area.

(5) The proposal is an extension of similar adjacent use or is of sufficient size to make the proposal logical. The requested Residential Future Land Use Map designation of the subject parcels would be an extension of the Residential designation of the Comprehensive Plan to the south of these parcels. Since the property is 146.36 acres, is adjacent to public roadways and is capable of being served with municipal services, it would also be of sufficient size and in a good location to make residential development logical.

(6) The traffic generated by the proposal will not unduly burden the traffic circulation systems in the vicinity. The collector and arterial system currently serves or can concurrently be extended to serve the proposal, as needed. The traffic will not increase as a result of a Residential designation of the property. Street frontage improvements and possibly other street improvements that are recommended by a traffic impact analysis may be required when specific development is proposed.

(7) Adequate public facilities and services exist or can be concurrently developed to serve the proposal. Adequate public facilities and services are available near the site or can be extended to the site.

(8) The other characteristics of the proposal are compatible with those of other uses in the vicinity. The historic use of the site is for agricultural uses. The proposal for future residential uses on the site will be compatible with the recent residential development adjacent to the site across Forsell Road and with other

residential uses in the area. Residential development of the property would reduce the potential for conflicts with existing residential uses that could result from continued farming activity that can cause odor, noise and dust. There is no industrial development adjacent to the property, but if industrial development is proposed to the north or west in the future, it will be reviewed at the time of development to ensure that impacts to residential uses are minimized.

(9) The other uses in the vicinity of the proposal are such as to permit the proposal to function properly. The other uses in the vicinity of the parcels, particularly the existing residential uses to the south, are such as to permit future residential uses on the subject property to function properly in harmony with those existing residential uses.

(10) If the proposal has significant adverse impacts beyond the City limits, the proposal has been jointly reviewed by Yakima County. The requested amendment of the Future Land Use Map designation to Residential is not expected to have any significant adverse impacts beyond the City limits. No comments were received from Yakima County regarding the SEPA review of this proposal. The City's Determination of Non-Significance (DNS) for the requested Comprehensive Plan amendment found that it would not result in any probable significant adverse environmental impacts.

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

XI. Standards and Criteria for Rezones. GMC §14.03.035 provides that a Hearing Examiner may make land use decisions as determined by the City Council at the request of either the Planning Commission or City Administrator. GMC §14.07.030(B) requires at least 10 days notice of public hearings by publication, mailing and posting. GMC §14.03.040(A)(4), GMC §14.09.030(A)(4) and GMC §17.88.020(A)(2) provide that a recommendation is to be made to the City Council regarding rezones in accordance with GMC Title 14. GMC §14.09.030(A)(3) and GMC §14.09.030(A)(4) provide applicable procedures. GMC §14.01.040(H) defines a development as any land use permit or action regulated by GMC Titles 14 through 18 including but not limited to subdivisions, binding site plans, rezones, conditional use permits or variances. GMC §14.09.030(A)(3)(c) provides that the Hearing Examiner is not to recommend approval of a proposed development such as a rezone without making the following findings and conclusions:

(1) **The development (proposed Rezone) is consistent with the Comprehensive Plan and meets the requirements and intent of the Grandview Municipal Code.** As explained above in Subsection X(2) of these recommendations, the zoning of the subject three parcels is recommended by the City's Planner and Hearing Examiner to be the R-1 Low Density Residential District which would be consistent with the purpose of the 2016 Comprehensive Plan "Residential" designation. The R-1 zoning district would also be consistent with the Comprehensive Plan provisions quoted above in that Subsection X(2) – namely Land Use Goals 1 and 7; Land Use Policies 1.1, 1.3, 7.2 and 7.3; Housing Goals 1 and 3; Housing Policy 1.1; and Housing Objectives 1 and 6. On the other hand, a Rezone to the R-1 zoning district would not be consistent with the Comprehensive Plan if the Comprehensive Plan designation is not changed from Industrial to Residential, and the existing AG Agricultural zoning is not consistent with its current Comprehensive Plan Industrial designation. The requested Rezone to the R-1 zone would

also meet the requirements and intent of the City's zoning ordinance so long as the requested Rezone satisfies all of the criteria for the approval of a Rezone that are set forth in this Section XI of these recommendations.

(2) The development (proposed Rezone) makes adequate provisions for drainage, streets and other public ways, irrigation water, domestic water supply and sanitary wastes. Drainage, street, irrigation water, domestic water and sanitary waste improvements, as well as other improvements, will be required at the time that a specific development is proposed.

(3) The development (proposed Rezone) adequately mitigates impacts identified under other GMC chapters and in particular GMC Title 18. The proposed Rezone has been determined to lack any probable significant adverse impacts on the environment through the final SEPA Determination of Non-Significance (DNS) that was issued pursuant to GMC Title 18 on November 22, 2023, as the final threshold determination.

(4) The development (proposed Rezone) is beneficial to the public health, safety, morals and welfare and is in the public interest. The requested Rezone would be beneficial to the public health, safety, morals and welfare and would be in the public interest for several reasons. For example, low density residential development on the subject property would reduce the potential for conflicts between the existing agricultural use of the subject property with nearby residential uses; would provide needed housing in a good location in the City that will be close to schools and the downtown area; and would provide the additional housing at a more affordable price than is possible in other communities where the price of land is more expensive. The proposal is also in the public interest because there currently is more demand for additional residential uses than for industrial or agricultural uses in the City.

(5) The development (proposed Rezone) does not lower the level of service of transportation below the minimum standards as shown within the Comprehensive Plan. If the development results in a level of service lower than those shown in the Comprehensive Plan, the development may be approved if improvements or strategies to raise the level of service are made concurrent with the development. For the purpose of this section, "concurrent with the

development” is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development. A traffic impact analysis will likely be required when specific development is proposed which would analyze the traffic impacts and the need for the applicant to make any traffic improvements to City streets or WSDOT facilities at that time.

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

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

(1) Whether the proposal is in accord with the goals and policies of the Comprehensive Plan. A Rezone of these three parcels to the R-1 Low Density Residential District would be in accord with Land Use Goals 1 and 7; Land Use Policies 1.1, 1.3, 7.2 and 7.3; Housing Goals 1 and 3; Housing Policy 1.1; and Housing Objectives 1 and 6 of the 2016 Comprehensive Plan that are set forth above in Subsection X(2) of these recommendations.

(2) Whether the effect of the proposal on the immediate vicinity will be materially detrimental. R-1 Low Density Residential District zoning for these three parcels would not be materially detrimental to the immediate vicinity and would have merit and value for the community as a whole because it would reduce the potential for conflicts between existing nearby residential uses and current agricultural farming practices and would benefit properties in the immediate vicinity by extending City utilities to the subject property. Although notice of the applications and of the hearing was given to nearby property owners by mailing, posting and publication, no members of the public submitted written comments or testimony in opposition to the requested R-1 zoning of the subject parcels.

(3) Whether there is merit and value in the proposal for the community as a whole. There is merit and value in the recommended zoning of the subject parcels for the community as a whole because the proposed Rezone would allow for the future development of needed additional housing in a good location in the City that would be compatible with nearby uses and would not adversely impact any critical areas.

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

(5) Whether a development agreement should be entered into between the City and the petitioner and, if so, the terms and conditions of such an agreement. At this time there is no need for a development agreement between the City and the applicant as a condition for approval of the requested R-1 zoning prior to submission of a specific development proposal.

CONCLUSIONS

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

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

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

(3) SEPA environmental review completed pursuant to GMC Title 18 and RCW 43.21C resulted in the issuance of a final Determination of Non-Significance on November 22, 2023..

(4) There is sufficient water, sewer and street capacity to serve future residential development on the subject property so long as water storage and source improvements are made as recommended in the Water System Plan and other improvements are made as required for the specific development of the property.

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

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

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

RECOMMENDATIONS

The Hearing Examiner recommends that the Grandview City Council approve the requested amendment to the Comprehensive Plan Future Land Use Map designation of Assessor's Parcel Numbers 230915-31006, 230915-32001 and 230915-32002 from the Industrial designation to the Residential designation and approve the requested Rezone of the three parcels from the AG Agricultural District to the R-1 Low Density Residential District.

DATED this 20th day of December, 2023.



Gary M. Cuillier, Hearing Examiner

Applicant Wyckoff Farms, Inc.
Comprehensive Plan Amendment
From Industrial to Residential
And Rezone from AG Agricultural
To R-1 Low Density Residential
On Forsell/Puterbaugh/Forrest Rds.

ORDINANCE NO. 2024-05

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
RELATING TO AN ANNUAL AMENDMENT TO THE CITY'S COMPREHENSIVE
PLAN AMENDING THE ZONING MAP; AND PROVIDING FOR OTHER MATTERS
PROPERLY RELATING THERETO**

WHEREAS, pursuant to Grandview Ordinance No. 2011-29, the City of Grandview adopted the Grandview Municipal Code (GMC) and the Official City Zoning Map (the Official City Zoning Map); and

WHEREAS, comprehensive plans may be amended annually pursuant to RCW 36.70A.130 of the Growth Management Act (GMA); and

WHEREAS, amendments to the City's Comprehensive Plan may be initiated by the Planning Commission (Commission), the City Council (Council), citizens, or any other City Department; and

WHEREAS, the GMA requires comprehensive plans to be implemented with development regulations, including the zoning of all properties in the City that are consistent with land use map designations; and

WHEREAS, the GMC provides that amendment applications shall be accepted during any time of the year, with the Council to consider any amendments received during the preceding year during January; and

WHEREAS, on October 19, 2023, the City received an application from Wyckoff Farms, Inc., to amend the Comprehensive Plan Future Land Use Map and associated re-zone request with regard to approximately 145.36 acres in Yakima County Parcel Nos. 230915-32001, 230915-31006, and 230915-32002 (Wyckoff Rezone); and

WHEREAS, the Future Land Use Map zoning designation for the property is Industrial and the property is currently zoned AG Agricultural District; and

WHEREAS, the application proposes to change the Future Land Use Map zoning designation to Residential is accompanied by an application to re-zone the property to R-1 Low Density Residential District; and

WHEREAS, the City mailed notice of owners of property within 300 feet on November 8, 2023, including the owner of Yakima County Parcel No. 230915-34001; and

WHEREAS, pursuant to the State Environmental Policy Act (SEPA), Chapter 43.21C RCW, and Chapter 18.04 GMC, staff conducted an environmental review to determine the potential environmental impacts from the proposed amendment; and

WHEREAS, on November 22, 2023, after reviewing the environmental checklist, staff issued a Determination of Non-Significance (DNS) for the proposal, published the DNS in the Grandview Herald, and where appropriate posted the DNS on site and mailed the DNS to all affected public agencies; and

WHEREAS, the City's hearing examiner conducted an open record hearing on the application on December 6, 2023; and

WHEREAS, the City's hearing examiner recommended that the Council "approve the requested Rezone for the three parcels from AG Agricultural District to the R-1 Low Density Residential District."; and

WHEREAS, the Council held a closed record hearing on the application at its regular business meeting on January 23, 2024; and

WHEREAS, the City planner recommended that the Council approve and modify the hearing examiner's recommendation to also include Yakima County Parcel No. 230915-34001 so as to avoid a potential spot-zoning; and

WHEREAS, following the closed record public hearing, the Council voted to approve and modify the hearing examiner's recommendation to also include Yakima County Parcel No. 230915-34001; and

WHEREAS, on December 27, 2023, the Washington State Department of Commerce was notified pursuant to RCW 36.70A.106 of the City's intent to adopt an amendment to the Official Zoning Map; and

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

Section 1. Purpose. The purpose of this Ordinance is to amend the Official Zoning Map for Yakima County Parcel Nos. 230915-32006, 230915-31001, 230915-32002, and 230915-34001. The zoning designation for these properties is hereby changed from AG Agricultural District to R-1 Low Density Residential District

Section 2. Findings. Council acknowledges that the Hearing Examiner conducted appropriate investigation and study and held a public hearing on the proposed amendment to the Official Zoning Map. Council has considered the Hearing Examiner's Findings. Council makes and adopts the Findings of Fact and Conclusions attached hereto Exhibit A and incorporated herein by reference, and the analysis contained in the Hearing Examiner's decision and recommendation. Council hereby makes and adopts the following general findings applicable the Wyckoff Rezone.

General Findings:

1. Pursuant to chapter 43.12C RCW (SEPA), an environmental checklist was required for the proposed Comprehensive Plan amendment.

2. Staff reviewed the environmental checklist and a threshold determination was made for the proposed Comprehensive Plan amendment.

3. On November 22, 2023, a Determination of Non-Significance (DNS) was issued for the proposed Comprehensive Plan amendment.

4. The procedural requirements of SEPA and Title 18 GMC have been fulfilled.

5. On December 27, 2023, the Washington State Department of Commerce was provided a notice of intent to adopt amendment to the Comprehensive Plan.

6. On November 8, 2023, individual notices of public hearing for the proposed site-specific map amendment were mailed to all property owners within 300 feet of the affected site.

7. On November 8, 2023, the site subject to the proposed Wyckoff Rezone was posted with a "Notice of Public Hearing" sign, with a description of the proposal.

8. On November 8, 2023, notice of the public hearing was published in the Grandview Herald.

9. The procedural requirements in Title 14 GMC for the amendment process, including public participation, notice, and public hearing requirements have been met.

10. On December 6, 2023, the Hearing Examiner held a public hearing on the proposed Comprehensive Plan amendment. After receiving testimony, the public hearing was closed.

11. On December 20, 2023, the Hearing Examiner issued his Findings of Fact and Conclusions of Law, forwarding the Wyckoff Rezone to Council with a recommendation for approval.

12. On January 3, 2024, notice of the Council closed record hearing was published in the Grandview Herald.

13. The Hearing Examiner adopted findings for the Wyckoff Rezone. Such findings were presented to Council. Council makes and adopts the Findings of Fact and Conclusions attached hereto Exhibit A and incorporated herein by reference, and the analysis contained in the Hearing Examiner's decision and recommendation.

14. The proposed amendment to the comprehensive Plan is consistent with the GMA and does not result in internal inconsistencies within the Comprehensive Plan itself.

Section 3. Severability. If any section, sentence, clause, or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause, or phrase of this Ordinance.

Section 4. Effective Date. This ordinance shall be in full force and effect five days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 02/28/2024
EFFECTIVE: 03/04/2024

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

**In the Matter of Application for a)
Comprehensive Plan Amendment)
And for a Rezone of Three Parcels)
Submitted by:)**

Wyckoff Farms, Inc.)

December 20, 2023

**To Amend the Comprehensive)
Plan Future Land Use Map)
Designation from Industrial)
To Residential and Rezone Parcels)
On Forsell/Puterbaugh/Forrest)
Roads from the AG Agricultural)
District to the R-1 Low Density)
Residential District)**

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

(1) The Hearing Examiner conducted an open record public hearing for these applications on December 6, 2023.

(2) Byron Gumz, the YVCOG Regional Land Use Manager serving as Planner for the City of Grandview, presented his thorough staff report which recommended approval of both the Comprehensive Plan Amendment application and the Rezone application for the reasons set forth therein and in these recommendations.

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On Forsell/Puterbaugh/Forrest Rds.

(3) Testimony detailing many reasons supporting the approval of these applications such as reduction of conflicts between the applicant's hop fields and recent residential development to the south and the need for additional housing in the City was presented by the applicant's representatives for these applications, attorney Mark Fickes of Halverson Northwest Law Group P.C.; President of Wyckoff Farms, Inc. Court Wyckoff; Vice President of Engineering for Wyckoff Farms, Inc. David Pierce; and Century 21 Tri-Cities representative Jeff Bowlsey.

(4) Written comments that were submitted for the record include written narratives addressing the criteria for approval of the applications submitted by the applicant's attorney Mark Fickes; a written comment from the Sunnyside Valley Irrigation District relative to SVID pipelines within the property; a written comment from the Washington State Department of Transportation relative to the need for a traffic impact analysis to be conducted when specific development is proposed, particularly as to the ramp terminal capacity and safety of Exit 73; and a written comment from Stephen S. Hazzard, PE of HLA Engineering and Land Surveying, Inc. relative to the capacity of the City's sewer and water systems to serve future residential development on the subject properties.

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

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

B. Summary of Recommendations. The Hearing Examiner recommends that the Grandview City Council approve the requested amendment to the Comprehensive Plan Future Land Use Map designation of the three Wyckoff Farms, Inc. parcels from Industrial to Residential and approve the requested Rezone of the three parcels from the AG Agricultural District to the R-1 Low Density Residential District.

C. Basis for Recommendations. Based upon a view of the site and the surrounding area without anyone else present on December 6, 2023; the information contained in the staff report, exhibits, testimony and other evidence presented at an open record public hearing on December 6, 2023; and a consideration of the standards and criteria for approval of amendments to Comprehensive Plan Future Land Use Map designations and for approval of Rezones; the Hearing Examiner makes the following:

FINDINGS

I. Applicant/Property Owner. The applicant and property owner is Wyckoff Farms, Inc., attn: David Pierce, P.O. Box 249, Grandview, Washington 98930.

II. Location. The location of the three parcels comprising 145.36 acres currently in hop fields is north of Forsell Road in between Forrest Road and Puterbaugh Road. The Assessor's Parcel Numbers are 230915-32001, -31006 and -32002.

III. Proposal. These applications request approval of an amendment to the Comprehensive Plan Future Land Use Map designation of the subject parcels from the Industrial to the Residential designation and also approval of a Rezone from the AG Agricultural District to the R-1 Low Density Residential District in order to allow for future residential development of the property, probably in phases.

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

V. Public Notice. These two applications have been processed in the following manner and public notice of the open record public hearing of December 6, 2023, has been given in the following ways pursuant to GMC §14.07.030(B):

| | |
|--|------------------|
| Application submitted: | October 19, 2023 |
| Notice mailed to owners of property within 300 feet: | November 8, 2023 |
| Notice posted at City Hall, Library, Police Dept. & website: | November 8, 2023 |
| Notice posted in three places on the property: | November 8, 2023 |
| Notice published in the Grandview Herald: | November 8, 2023 |

VI. Environmental Review under the State Environmental Policy Act (SEPA). The City's SEPA Responsible Official issued a final SEPA Determination of Non-Significance (DNS) on November 22, 2023.

VII. Comprehensive Plan, Zoning and Land Uses. The Comprehensive Plan, zoning and land uses of the three parcels under consideration are as follows:

(1) These three parcels are currently within the Industrial designation of the Comprehensive Plan. The purpose of that designation is to include areas for industrial development such as for manufacturing, processing, packaging, storage or public facilities.

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

(3) The parcels are currently within the AG Agricultural zoning district. The purpose of the AG Agricultural District is to provide for minimum land use requirements to allow for agricultural uses to be conducted in certain portions of the City.

(4) The proposed zoning is the R-1 Low Density Residential District. The purpose of this district is to provide a low density residential environment containing single-family residential dwellings with smaller lots and useful yard spaces and to prohibit the development of incompatible uses that are detrimental to the residential environment.

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

| <i>Direction</i> | <i>Comprehensive Plan</i> | <i>Zoning</i> | <i>Land Use</i> |
|------------------|---|---|-------------------------|
| North: | Urban Industrial (Yakima County) | M-1 Light Industrial (Yakima County) | Vacant/Residential |
| South: | Residential/ Low Density Residential | R-1 Low Density Residential | Residential/Agriculture |
| East: | Residential | M-1 Light Industrial | Residential/Agriculture |
| West: | Urban Industrial (Yakima County) | M-1 Light Industrial (Yakima County) | Agriculture |

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

(1) Future Land Use Map Amendment: The Administrative Element (Chapter 7) of the Grandview Comprehensive Plan states that changes to the Future

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Land Use Map (FLUM) shall only be granted if, after a recommendation is issued by the Hearing Examiner, the City Council finds that the amendment complies with the standards set forth below in Section X of these recommendations. As a part of this request for a FLUM amendment, a Rezone of the parcels is also requested.

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

IX. Written Comments from Public Agencies. Findings that are relative to the written comments that have been submitted are as follows:

(1) The Sunnyside Valley Irrigation District (SVID) stated that they have multiple facilities within the properties. Those facilities are within easements or rights-of-way, which have restrictions regarding private development. Here no development is proposed at this time, but all future development on the site will be required to meet all of SVID's development standards in relation to their facilities.

(2) The Washington State Department of Transportation (WSDOT) provided comments on how the rezone has the potential to impact traffic volumes on Interstate 82, especially the Exit 73 interchange. They note that it is likely that traffic studies will be required upon future development of the site. Future development on the site will require review and permitting, and will likely require a traffic study at that time.

(3) HLA Engineering and Land Surveying, Inc., acting on behalf of the City of Grandview, provided comments relative to the availability of water and sewer to serve the area of the proposed rezone. HLA indicates that while there is likely capacity in the systems if capital facilities continue to be built out, improvements will be required upon development of the properties. Any future development will be reviewed at the time of application and any required infrastructure improvements will be required at that time.

X. Standards and Criteria for Approval of Amendments to Future Land Use Map Designations. Chapter 17.92 of the Grandview Municipal Code provides that applications for amendments to the Comprehensive Plan designations shall be processed by following applicable provisions of GMC Title 14. The following standards and criteria for consideration of amendments to the Comprehensive Plan Future Land Use Map designations set forth in the Grandview Comprehensive Plan Administration Element apply to this application for this requested amendment in the following specific ways:

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Objective 1: Encourage the construction of new units to increase the local housing supply. New construction should provide for a moderate-to-low-income and senior housing market demand as well as upscale residences. It should also provide for an appropriate mix of housing types and intensities (single-family, multifamily, group homes, adult family homes).

(j) Objective 6: Encourage more medium and high-value residential construction.

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

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

amendment in order for the implementing regulations to remain consistent with the Comprehensive Plan.

(4) The proposal will increase the development or use potential of a site or area without creating significant adverse impacts on existing sensitive land uses or on other uses legally existing or permitted in the area. The proposal will increase the development potential of the site by allowing residential development on the property that would reduce potential conflicts with areas to the south that are developed with residential uses rather than agricultural uses. The Determination of Non-Significance (DNS) issued for these applications determined that the proposal would not result in any probable significant adverse environmental impacts to existing uses or to uses that are permitted in the area.

(5) The proposal is an extension of similar adjacent use or is of sufficient size to make the proposal logical. The requested Residential Future Land Use Map designation of the subject parcels would be an extension of the Residential designation of the Comprehensive Plan to the south of these parcels. Since the property is 146.36 acres, is adjacent to public roadways and is capable of being served with municipal services, it would also be of sufficient size and in a good location to make residential development logical.

(6) The traffic generated by the proposal will not unduly burden the traffic circulation systems in the vicinity. The collector and arterial system currently serves or can concurrently be extended to serve the proposal, as needed. The traffic will not increase as a result of a Residential designation of the property. Street frontage improvements and possibly other street improvements that are recommended by a traffic impact analysis may be required when specific development is proposed.

(7) Adequate public facilities and services exist or can be concurrently developed to serve the proposal. Adequate public facilities and services are available near the site or can be extended to the site.

(8) The other characteristics of the proposal are compatible with those of other uses in the vicinity. The historic use of the site is for agricultural uses. The proposal for future residential uses on the site will be compatible with the recent residential development adjacent to the site across Forsell Road and with other

residential uses in the area. Residential development of the property would reduce the potential for conflicts with existing residential uses that could result from continued farming activity that can cause odor, noise and dust. There is no industrial development adjacent to the property, but if industrial development is proposed to the north or west in the future, it will be reviewed at the time of development to ensure that impacts to residential uses are minimized.

(9) The other uses in the vicinity of the proposal are such as to permit the proposal to function properly. The other uses in the vicinity of the parcels, particularly the existing residential uses to the south, are such as to permit future residential uses on the subject property to function properly in harmony with those existing residential uses.

(10) If the proposal has significant adverse impacts beyond the City limits, the proposal has been jointly reviewed by Yakima County. The requested amendment of the Future Land Use Map designation to Residential is not expected to have any significant adverse impacts beyond the City limits. No comments were received from Yakima County regarding the SEPA review of this proposal. The City's Determination of Non-Significance (DNS) for the requested Comprehensive Plan amendment found that it would not result in any probable significant adverse environmental impacts.

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

XI. Standards and Criteria for Rezones. GMC §14.03.035 provides that a Hearing Examiner may make land use decisions as determined by the City Council at the request of either the Planning Commission or City Administrator. GMC §14.07.030(B) requires at least 10 days notice of public hearings by publication, mailing and posting. GMC §14.03.040(A)(4), GMC §14.09.030(A)(4) and GMC §17.88.020(A)(2) provide that a recommendation is to be made to the City Council regarding rezones in accordance with GMC Title 14. GMC §14.09.030(A)(3) and GMC §14.09.030(A)(4) provide applicable procedures. GMC §14.01.040(H) defines a development as any land use permit or action regulated by GMC Titles 14 through 18 including but not limited to subdivisions, binding site plans, rezones, conditional use permits or variances. GMC §14.09.030(A)(3)(c) provides that the Hearing Examiner is not to recommend approval of a proposed development such as a rezone without making the following findings and conclusions:

(1) The development (proposed Rezone) is consistent with the Comprehensive Plan and meets the requirements and intent of the Grandview Municipal Code. As explained above in Subsection X(2) of these recommendations, the zoning of the subject three parcels is recommended by the City's Planner and Hearing Examiner to be the R-1 Low Density Residential District which would be consistent with the purpose of the 2016 Comprehensive Plan "Residential" designation. The R-1 zoning district would also be consistent with the Comprehensive Plan provisions quoted above in that Subsection X(2) – namely Land Use Goals 1 and 7; Land Use Policies 1.1, 1.3, 7.2 and 7.3; Housing Goals 1 and 3; Housing Policy 1.1; and Housing Objectives 1 and 6. On the other hand, a Rezone to the R-1 zoning district would not be consistent with the Comprehensive Plan if the Comprehensive Plan designation is not changed from Industrial to Residential, and the existing AG Agricultural zoning is not consistent with its current Comprehensive Plan Industrial designation. The requested Rezone to the R-1 zone would

also meet the requirements and intent of the City's zoning ordinance so long as the requested Rezone satisfies all of the criteria for the approval of a Rezone that are set forth in this Section XI of these recommendations.

(2) The development (proposed Rezone) makes adequate provisions for drainage, streets and other public ways, irrigation water, domestic water supply and sanitary wastes. Drainage, street, irrigation water, domestic water and sanitary waste improvements, as well as other improvements, will be required at the time that a specific development is proposed.

(3) The development (proposed Rezone) adequately mitigates impacts identified under other GMC chapters and in particular GMC Title 18. The proposed Rezone has been determined to lack any probable significant adverse impacts on the environment through the final SEPA Determination of Non-Significance (DNS) that was issued pursuant to GMC Title 18 on November 22, 2023, as the final threshold determination.

(4) The development (proposed Rezone) is beneficial to the public health, safety, morals and welfare and is in the public interest. The requested Rezone would be beneficial to the public health, safety, morals and welfare and would be in the public interest for several reasons. For example, low density residential development on the subject property would reduce the potential for conflicts between the existing agricultural use of the subject property with nearby residential uses; would provide needed housing in a good location in the City that will be close to schools and the downtown area; and would provide the additional housing at a more affordable price than is possible in other communities where the price of land is more expensive. The proposal is also in the public interest because there currently is more demand for additional residential uses than for industrial or agricultural uses in the City.

(5) The development (proposed Rezone) does not lower the level of service of transportation below the minimum standards as shown within the Comprehensive Plan. If the development results in a level of service lower than those shown in the Comprehensive Plan, the development may be approved if improvements or strategies to raise the level of service are made concurrent with the development. For the purpose of this section, "concurrent with the

development” is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development. A traffic impact analysis will likely be required when specific development is proposed which would analyze the traffic impacts and the need for the applicant to make any traffic improvements to City streets or WSDOT facilities at that time.

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

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

(1) Whether the proposal is in accord with the goals and policies of the Comprehensive Plan. A Rezone of these three parcels to the R-1 Low Density Residential District would be in accord with Land Use Goals 1 and 7; Land Use Policies 1.1, 1.3, 7.2 and 7.3; Housing Goals 1 and 3; Housing Policy 1.1; and Housing Objectives 1 and 6 of the 2016 Comprehensive Plan that are set forth above in Subsection X(2) of these recommendations.

(2) Whether the effect of the proposal on the immediate vicinity will be materially detrimental. R-1 Low Density Residential District zoning for these three parcels would not be materially detrimental to the immediate vicinity and would have merit and value for the community as a whole because it would reduce the potential for conflicts between existing nearby residential uses and current agricultural farming practices and would benefit properties in the immediate vicinity by extending City utilities to the subject property. Although notice of the applications and of the hearing was given to nearby property owners by mailing, posting and publication, no members of the public submitted written comments or testimony in opposition to the requested R-1 zoning of the subject parcels.

(3) Whether there is merit and value in the proposal for the community as a whole. There is merit and value in the recommended zoning of the subject parcels for the community as a whole because the proposed Rezone would allow for the future development of needed additional housing in a good location in the City that would be compatible with nearby uses and would not adversely impact any critical areas.

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

(5) Whether a development agreement should be entered into between the City and the petitioner and, if so, the terms and conditions of such an agreement. At this time there is no need for a development agreement between the City and the applicant as a condition for approval of the requested R-1 zoning prior to submission of a specific development proposal.

CONCLUSIONS

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

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

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

(3) SEPA environmental review completed pursuant to GMC Title 18 and RCW 43.21C resulted in the issuance of a final Determination of Non-Significance on November 22, 2023..

(4) There is sufficient water, sewer and street capacity to serve future residential development on the subject property so long as water storage and source improvements are made as recommended in the Water System Plan and other improvements are made as required for the specific development of the property.

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

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

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

RECOMMENDATIONS

The Hearing Examiner recommends that the Grandview City Council approve the requested amendment to the Comprehensive Plan Future Land Use Map designation of Assessor's Parcel Numbers 230915-31006, 230915-32001 and 230915-32002 from the Industrial designation to the Residential designation and approve the requested Rezone of the three parcels from the AG Agricultural District to the R-1 Low Density Residential District.

DATED this 20th day of December, 2023.



Gary M. Cuillier, Hearing Examiner

Applicant Wyckoff Farms, Inc.
Comprehensive Plan Amendment
From Industrial to Residential
And Rezone from AG Agricultural
To R-1 Low Density Residential
On Forsell/Puterbaugh/Forrest Rds.



23091534001

Forrest Rd

23091531006

Ogile Rd

23091532001

23091532002

Forsell Rd

Purtauagh Rd

109

RESOLUTION NO. 2024-13

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A SATELLITE MANAGEMENT CONTRACT
FOR CONTRACT OPERATOR OF THE CITY OF GRANDVIEW GROUP A
COMMUNITY WATER SYSTEM IN YAKIMA COUNTY**

WHEREAS, the City of Grandview is responsible for providing domestic water service to the City's service area;

WHEREAS, the water system is owned by the City of Grandview and is operated as an independent water system;

WHEREAS, the water system owned by the City of Grandview is located within the Satellite Management Agency's Washington State Department of Health approved service area as identified in the Evergreen Valley Utilities Satellite Management Agency Plan and on file with Yakima County; and

WHEREAS, the City of Grandview desires to contract with Satellite Management Agency to operate and maintain the Satellite Water System.

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

The Mayor is hereby authorized to sign a Satellite Management Contract for Contract Operator of the City of Grandview Group A Community Water System in Yakima County 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 February 27, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Satellite Management Contract
For Contract Operator of
City of Grandview
Group A Community Water System in Yakima County

THIS CONTRACT made and entered into this 21st day of February, 2024, by and between **City of Grandview**, (System Owner) the owner of a Group A Community public water system public water system in the State of Washington, hereinafter called the Satellite Water System (“SWS”), whose address is 207 W. 2nd St Grandview WA 98930 and *LCU, Inc.* (dba Evergreen Valley Utilities, a Washington Corporation) (“LCU”) approved by the Washington State Department of Health as an approved Satellite Management Agency (“SMA”), whose address is P.O. Box 394, Cle Elum WA 98922 hereinafter called the Satellite Management Agency (SMA).

Whereas, the SWS is owned by System Owner;

Whereas, System Owner is responsible for providing domestic water service to the property described on Exhibit A;

Whereas, the SWS owned by System Owner is operated as an independent water system;

Whereas, the SWS owned by System Owner is located within the SMA’s Washington State Department of Health (“DOH”) approved service area as identified in the Evergreen Valley Utilities SMA Plan and on file with Yakima County;

Whereas, System Owner desires to contract with SMA to operate and maintain the SWS.

NOW, therefore, for and in consideration of the payment of fees and the mutual covenants set forth herein, the parties agree to the following:

1. **Definitions:** The following words, when used in this Contract, shall have the following meanings unless otherwise expressly provided herein:
 - 1.1. “Satellite Water System” (SWS) means a public water system owned by System Owner located in the State of Washington capable of being served by an approved SMA.
 - 1.2. “Satellite Management Agency” (SMA) means LCU, an entity that is approved by the Secretary of the Washington State Department of Health to own or operate more than one public water system on a regional or countywide basis, without the necessity for a physical connection between such systems.
 - 1.3. “Fee Schedule” means those rates charged by the SMA to the System Owner

and/or the Customers which may be modified from time to time by the SMA.

- 1.4. "As Built" means a construction drawing that depicts the final installed configuration and location of components of the SWS.
- 1.5. "Property" means a parcel of land served by or containing components of the SWS.
- 1.6. "WFI" means the Water Facilities Inventory form # 331-011 from the DOH.
- 1.7. "Initial Term" shall mean a term of thirty six (36) months beginning at the signature of this Agreement, unless agreed upon by both parties to terminate.
2. **Legal Description of Property Served:** The property served by the SWS is located within Yakima County, Washington, and is legally described in Exhibit A attached hereto.
3. **SMA Services:** The SMA shall provide the following services, identified as the Basic Service Package (BSP), to the System Owner:
 - 3.1. **Operation and Maintenance:** The SMA, shall be the operator of record and act accordingly as needed.
 - 3.2. **Reporting Services:** The SMA along with SWS shall provide the following reporting services as needed:
 - 3.2.1. Prepare and file reports and other data (including water sample testing) required by governmental agencies including but not limited to the Satellite Water System's WFI form.
 - 3.2.2. Provide for and meet public notification requirements.
4. **SMA To Act as Agent:** The System Owner hereby appoints the SMA to act as its agent to the extent necessary for SMA to fulfill its obligations under this Contract.
5. **SMA Charges and Payments:**
 - 5.1. **Basic Service Charge:** System Owner agrees that SMA, as compensation for receipt of services included in the BSP, shall collect a fee from the System Owner as provided for in the Fee Schedule, which is attached as Exhibit C. Said Fee Schedule shall be established by the SMA and approved by System Owner and may be modified from time to time by the SMA.
 - 5.1.1. **Additional Services:** SMA will charge for any additional services not included in the Basic Service Package (BSP), on a time, materials, and administrative overhead basis as set forth in the SMA's Fee Schedule. These fees may be changed without notice. All additional services must be pre-approved by the System Owner.
 - 5.2. **Administrative Fee:** System Owner will pay to the SMA within ten (10) days of signing this Contract \$ n/a for the SMA's initial administrative and record keeping setup charges.
6. **Terms and Conditions:** Without limiting the foregoing, it is further agreed as follows:

- 6.1. The SMA does not own the SWS. The SMA's responsibility is limited to the services set forth above.
 - 6.2. The SMA has no responsibility in the event that the SWS water source is interrupted, the volume thereof is reduced, or the water is contaminated, unless through SMA's negligence, or the water source is insufficient to meet demand.
 - 6.3. The System Owner hereby grants the SMA a license and access for so long as this Contract is in full force and effect to enter onto the well site and any properties that contain any and all SWS treatment, distribution, or other water system facilities in performance of the SMA's responsibilities. The System Owner grants to the SMA the rights to enter all locations where SWS facilities are located for the purpose of operating and maintaining the SWS.
 - 6.4. System Owner shall indemnify, protect and hold SMA, and its respective agents, employees, invitees, heirs, successors and assigns (collectively, the "SMA Indemnitees"), harmless from and against any and all Claims arising as a result of the design, construction and installation of the SWS and the operation of the SWS prior to the effective date of this agreement. "Claims" shall include all claims, causes of action, damages, including all costs and attorney's fees, arising from the design, construction and installation of the SWS and the operation of the SWS, prior to the effective date of this agreement, by System Owner and System Owner's contactors, sub contractors and employees and System Owner's Predecessors in interest and their contactors, sub contractors and employees. In the event that any action or proceeding is brought against any SMA Indemnitee by reason of such Claim, System Owner upon notice from such SMA Indemnitee, shall defend the same at System Owner's expense by Owner's counsel satisfactory to such SMA Indemnitee in SMA Indemnitee's reasonable discretion.
 - 6.5. Each Party to this agreement and their successors and assigns respectively agree to defend, indemnify and hold each other harmless from and against any claim, cause of action, or other assertions of liability, including attorney fees and costs, arising as a result of their negligence or intentional acts or omissions or the negligent or intentional act or omission of their authorized agents, employees, or contractors relating to or arising out of this agreement or either parties performance of their duties and obligations pursuant to this agreement. Notwithstanding the indemnity provisions of this section, in the event of the concurrent negligence of any party hereto, their successor, and/or their agents, employees, or contractors which concurrent negligence results in injury or damage to persons or property relating to or arising out of this agreement or either parties performance of their duties and obligations pursuant to this agreement, each such party's obligation to defend, indemnify and hold harmless the other shall be limited to the extent of such party's own negligence, and that of its agents', employees', or contractors' damage.
7. **Duration:** This Contract shall remain in force and effect for an initial term of thirty-six (36) months and shall remain in effect thereafter until terminated in writing by either party. Unless both parties agree for termination.

8. **Miscellaneous Terms:**

- 8.1. **Resolution of Disputes:** If any dispute arises between the parties, the parties agree to the following dispute resolution procedures:
- 8.1.1. A director or other senior representative of each party will first, at the request of either party, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting or if no such meeting takes place within ten (10) days of it being requested, either party may propose in writing that the dispute be referred to mediation and the other party will consider this proposal in good faith. The mediator shall be appointed by agreement between the parties. The rules of procedure for the mediation shall be determined by the mediator in consultation with the parties. The cost of the mediation shall be paid by the substantially prevailing party.
 - 8.1.2. If no mediation occurs within thirty (30) days of a written request for mediation or if the dispute is not resolved within thirty (30) days of the conclusion of the mediation, either party may then pursue resolution of the dispute through legal process.
- 8.2. **Attorney Fees:** If either party hereto is required to retain an attorney to enforce any provision of this Agreement, whether or not a legal proceeding is commenced, the substantially prevailing party shall be entitled to reasonable attorneys' fees regardless of whether at trial, on appeal, in any bankruptcy proceeding, arbitration matter or without resort to suit.
- 8.3. **Governing Law:** This Contract shall be interpreted, construed and enforced according to the laws of the State of Washington of any disputes arising out of or as a result of this agreement in Kittitas County, Washington.
- 8.4. **Notices:** Subject to the requirements of any applicable statute, any notices required or permitted by law or under this Agreement shall be in writing and shall be (i) personally delivered, (ii) sent by first class certified or registered mail, return receipt requested, with postage prepaid, or (iii) dispatched by facsimile transmission (accompanied with reasonable evidence of receipt of transmission and with a confirmation copy mailed no later than the day after transmission) to the parties' addresses set forth above. Either party may change such address for notice. All notices which are so addressed and paid for shall be deemed effective when personally delivered, or, if mailed, on the earlier of receipt or two (2) days after deposit thereof in the U.S. mail.
- 8.5. **Time of Performance:** Time is of the essence of this Agreement and of all acts required to be done and performed by the parties hereto, including, but not limited to, the proper tender of each of the sums required by the terms hereof to be paid.
- 8.6. **Section Headings:** The word or words appearing at the commencement of sections and subsections of this Agreement are included only as a guide to the contents

thereof and are not to be considered as controlling, enlarging or restricting the language or meaning of those sections or subsections.

- 8.7. **Invalidity:** In the event any portion of this Agreement should be held to be invalid by any court of competent jurisdiction, such holding shall not affect the remaining provisions hereof unless the court's ruling includes a determination that the principal purpose and intent of this Agreement are thereby defeated.
- 8.8. **Legal Relationships:** No partnership, joint venture or joint undertaking shall be construed from these presents, and except as herein specifically provided, neither party shall have the right to make any representation for, act on behalf of, or be liable for the debts of the other. All terms, covenants and conditions to be observed and performed by either of the parties hereto shall be joining and several if entered into by more than one person on behalf of such party, and a default by any one or more of such persons shall be deemed a default on the part of the party with whom said person or persons are identified. Any married person executing this Agreement hereby pledges his or her separate property and such person's and his or her spouse's marital communities in satisfaction hereof.
- 8.9. **Assignment; Successors:** Neither the SMA nor System Owner may sell, transfer, assign, pledge or encumber its interest in this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Subject to the restrictions contained herein, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective estates, heirs, executors administrators, successors, successors-in-trust and assigns.
- 8.10. **Entire Agreement:** All understandings and agreements previously existing between the parties, if any, are merged into this Agreement, which alone fully and completely expresses their agreement, and the same is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied herein. This Agreement may be modified only by a written amendment executed by all parties.
- 8.11. **Interpretation.** This Agreement has been reviewed by both parties and each party has had the opportunity to consult with independent counsel with respect to the terms hereof and has done so to the extent that such party desired. No strict construction or interpretation of the terms hereof shall be applied against either party as the drafter hereof.
- 8.12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original instrument. All such counterparts together shall constitute a fully executed Agreement.
- 8.13. **Amendment.** This Agreement may not be modified or amended except by the written agreement of the parties.


IN WITNESS WHEREOF, We have executed this Contract effective the day and year first written above.

LCU, Inc., dba Evergreen Valley Utilities

City of Grandview

Satellite Management Agency Name

Satellite Water System Name

By: 

By: _____
Ashley Lara

Title: Manager

Title: Mayor

Date: 2/21/2024

Date: 2/27/2024

Exhibit A
Legal Description or Tax Parcel #

Approved service area for the City of Grandview

Exhibit B

| Operation and Maintenance Plan | | |
|---|-------------------------------------|--|
| City of Grandview Water System | | |
| 2/21/2024 | | |
| Water Sampling-Over seeing as Contract Operator-as needed | | |
| Yes | No | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Take Bacteriological Water Samples as mandated by the State Department of Health |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Take follow-up Bacteriological Water Samples as needed |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Take additional water test samples as required by DOH |
| Wellhouse/Pumphouse-Over seeing as Contract Operator-as needed | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Check for proper operation, vandalism, leaks, building temperature, oil levels in motors and discharge pressure. Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Monitor storage tank levels if applicable Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Check indicator lamps on control panels if applicable Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Check and record readings of static level monitors for well if applicable Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Calculate and record total system production Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Check water storage tanks for leaks and security if applicable Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Check pump house heaters for proper operation and settings Frequency: times per in . |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Read and record source meter readings Frequency: 1 time per month when samples are required. |
| Distribution System-Over seeing as Contract Operator-as needed | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Read service meters if applicable. Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Check for nonworking meters if applicable. Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Check for leaks Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Check for broken meter box or other distribution system components Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exercise all critical valves through a full close and full open cycle. Record data for each valve including number of turns to open and ease of operation. Frequency: 1 times per year. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exercise all non-critical valves. Record data for each valve including number of turns to open and ease of operation. Frequency: 1 times per 2 years. |

| | | |
|--|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Exercise all hydrants through a full open and full close cycle and check for leaks and proper drainage of hydrant barrels if applicable. Record data including any maintenance work that needs to be done. Frequency: 1 times per year. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | On metered systems, at the end of each year, summarize consumption records and compare with production records to determine unaccounted for water. Frequency: 1 times per year. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | On metered systems check insulation of shallow meters . Frequency: 1 times per year in fall. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | On metered systems test service meters suspected, either by the Customer or by SMA, of reading inaccurately. Limit meters per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Flush distribution system through hydrants and blowoffs if applicable Frequency: times per . |
| Pressure Reducing Stations-Over seeing as Contract Operator-as needed | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Check pressure settings Frequency: 2 times per year. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Check pressure reducing valve operation including inspecting the disc retainers in the CRD pilot controls, exercising the main valves, checking and cleaning the strainers, and recalibration of the valve. Frequency: 1 times per year. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Rebuild main valve and pilot Frequency: 1 times per 5 years. |
| Storage Reservoirs-Over seeing as Contract Operator-as needed | | |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Visually inspect reservoir for leakage, vandalism, or exterior irregularities Frequency: times per . |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Visually inspect the interior of each reservoir above the water surface for corrosion or spawling concrete. Check water surface for signs of contamination or debris. Inspect vent screen and roof hatch integrity Frequency: 1 times per year. |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Drain, clean and inspect Frequency: 1 times per 5 years. |
| Other | | |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | |
| <input type="checkbox"/> | <input type="checkbox"/> | |

Exhibit C

**Evergreen Valley Utilities
Satellite Management Agency #149
Transient Non-Community Water System (TNC)
Fee Schedule**

Basic Service Package (BSP) Fee

Fee to System Owner \$ 1000.00 per month

Hourly Rate to include travel time \$ 100.00 per hour