GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, NOVEMBER 24, 2026

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.

REGULAR MEETING – 7:00 PM **PAGE**

1. **CALL TO ORDER & ROLL CALL**

2. **PLEDGE OF ALLEGIANCE** – Jonathan Ibarra Lamas, 4th grader at Smith Elementary School

3. **APPROVE AGENDA**

4. **PRESENTATIONS**

   A. Certificates of Extraordinary Achievement – GHS Cross Country State Qualifiers

5. **PUBLIC COMMENT** – *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 November 10, 2026 Special Committee-of-the-Whole meeting	1-6
B.	Minutes of the November 10, 2026 Special Council meeting	7-13
C.	Payroll Check Nos. 15125-15133 in the amount of $110,090.34	
D.	Payroll Electronic Fund Transfers (EFT) Nos. 62023-62027 in the amount of $101,493.70	
E.	Payroll Direct Deposit 11/01/26-11/15/26 in the amount $168,100.38	
F.	Claim Check Nos. 134519-134592 in the amount of $386,291.27	

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 – 2027 Preliminary Budget	14-15
B.	Ordinance No. 2026-19 establishing a committee to study the potential harmful impacts of data centers and consider the proper procedural requirements to protect health, safety, welfare and natural environment	16-17
C.	Resolution No. 2026-57 accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2027	18-21

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D. Resolution No. 2026-58 authorizing the Mayor to sign an Addendum to the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates — 22-23

E. Resolution No. 2026-59 authorizing the Mayor to execute an Interlocal Agreement for the Yakima Valley Local Crime Lab — 24-35

F. Resolution No. 2026-60 authorizing the Mayor to sign the Washington State Transportation Improvement Board Grant Agreement Project No. 3-E-183(013)-1 for the Elm Street Overlay from Cornell Road to East Fourth Street and the Wilson Highway Overlay from Wine Country Road to Jackson Street — 36-43

8. UNFINISHED AND NEW BUSINESS

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS

10. MAYOR & COUNCILMEMBER REPORTS

A. Sub-Committee Updates

B. Council Retreat Updates
- Priority 1: Finalize EMS/Emergency Response Plan
- Priority 2: Continue Police Station Design/Build
- Priority 3: Police Staffing and Equipment
- Priority 4: Irrigation Infrastructure Upgrades

11. ADJOURNMENT

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, November 24, 2026 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/82571952500?pwd=UYuZNWxqq4HFQTEhsyAJTTHtmf2q03.1
To join via phone: +1 253 215 8782
Meeting ID: 825 7195 2500
Passcode: 710960

GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
NOVEMBER 10, 2026

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: Councilmembers David Diaz, Bill Moore (Mayor Pro Tem), Joan Souders

Present via teleconference: Councilmember Laura Flores

Absent: Councilmembers Ramona Garibay Rios, Robert Ozuna and Javier Rodriguez

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray and City Clerk Anita Palacios

Also present was Byron Gumz, Regional Land Use Manager with YVCOG

3. NEW BUSINESS

A. Resolution accepting the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (re-bid) as complete

Culbert Construction, Inc., completed the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (re-bid). Staff recommended Council accept the project as complete once the requirements in the November 2, 2026 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Staff recommended the C.O.W. move a resolution accepting the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (re-bid) as complete to the November 10, 2026 regular Council meeting for consideration.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution accepting the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (re-bid) as complete to the November 10, 2026 regular Council meeting for consideration.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes

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

B. 2026 Comprehensive Plan Periodic Update

The Washington State Growth Management Act (GMA), Chapter 36.70A RCW, requires counties and cities planning under the Act to periodically review and, where necessary, revise their comprehensive plans and development regulations.

The City of Grandview was located within Yakima County and was subject to the periodic update schedule established in RCW 36.70A.130. Under the current statutory schedule, Yakima County and the cities within Yakima County must complete the present periodic review and update on or before December 31, 2026.

The purpose of the periodic review was to determine whether the City's Comprehensive Plan and development regulations remain consistent with applicable requirements of the GMA and other state laws enacted since the City's previous periodic update, and to revise those documents where necessary.

The proposed 2026 Comprehensive Plan updates the City's long-range planning framework for the next planning period. The Administration Element describes the Comprehensive Plan as the City's guide for evaluating growth and change within the Grandview Urban Growth Area and recognizes that the City's zoning code, critical areas regulations, transportation program, SEPA procedures, utility plans, and other development regulations serve as implementation tools for the Comprehensive Plan.

The City of Grandview, as part of the 2026 Growth Management Act (GMA) Periodic Update, was updating the Grandview Comprehensive Plan (Administrative Element, Physical Character Element, Capital Facilities Element, Utilities Element, Transportation Element, Housing Element, Land Use Element, and Climate Resiliency Element), and Development Regulations (Title 16 Subdivision Ordinance, Title 17 Zoning Ordinance, and Title 14 Administration of Development Regulations Ordinance).

The proposed Plan anticipates a 2046 population of 14,538 within the planning area of Grandview. The Future Land Use Map generally continues the land use pattern established in previous plans.

The City's Comprehensive Plan states that a Public Participation Plan was prepared for the periodic update. The identified process includes Planning Commission meetings to review draft and final elements, a public comment period, and a final public hearing. The stated objectives include providing early and continuous public participation, explaining the legal requirements governing the update, seeking public input, and encouraging participation by individuals and organizations that may not ordinarily participate in the planning process.

The Planning Commission serves as an advisory body to the City Council. The Comprehensive Plan describes the Commission's role as informing the legislative body regarding planning and development decisions, considering alternatives, keeping the public informed, and seeking public input.

The Planning Commission met periodically from January 2025 through September 2026 to review draft Comprehensive Plan Elements and draft Ordinances. The Planning Commission role was to consider the proposed amendments, public testimony, agency comments, and the staff analysis contained in this report and forward a recommendation to the City Council. Final legislative action on the Comprehensive Plan and development regulations would be taken by the City Council.

On October 28, 2026, the Planning Commission held a public hearing on the City of Grandview 2026 Comprehensive Plan Periodic Update, associated development regulation amendments, and made a recommendation to the Grandview City Council regarding adoption.

The recommendation consisted of the following Findings of Fact, Conclusions of Law and Adoption:

Findings of Fact

1. The City of Grandview plans under the Washington State Growth Management Act (GMA), RCW 36.70A, and was required to periodically review and, if necessary, revise its comprehensive plan and development regulations pursuant to RCW 36.70A.130.

2. The City has prepared the 2026 Comprehensive Plan Periodic Update to address applicable state planning requirements, changes in local conditions, updated growth and housing information, and consistency between the Comprehensive Plan and implementing development regulations.

3. The proposed 2026 Comprehensive Plan establishes the City's long-range policy framework through the applicable planning horizon and includes updated goals, policies, background information, growth assumptions, and implementation measures.

4. The 2026 Comprehensive Plan includes a Climate Resilience Element that identifies climate-related hazards affecting Grandview, establishes goals and policies addressing those hazards, identifies priority community assets, and establishes implementation strategies for future planning, capital investment, infrastructure, emergency preparedness, partnerships, and grant funding.

5. The City reviewed Grandview Municipal Code Title 16 Subdivisions, Title 17 Zoning, and Title 14 Administration of Development Regulations, as part of the periodic update. The proposed amendments address required state-mandated changes affecting housing, residential development, land division, and other development regulations.

6. The City adopted Yakima County's Critical Areas Ordinance by reference on August 25, 2026 by Resolution No. 2026-43.

7. On October 14, 2026, the City issued a DNS for the Comprehensive Plan and proposed rezones.

8. On October 14, 2026, the City published the Notice of Public Hearing in the official newspaper of the City and sent the notice to all agencies with jurisdiction.

9. The Planning Commission held a duly noticed public hearing on October 28, 2026, and considered the staff report, the 2026 Comprehensive Plan Periodic Update documents, proposed revisions, agency comments, and testimony received at the hearing.

Conclusions of Law

1. The City of Grandview was authorized and required under GMA to periodically review and, where necessary, to revise its Comprehensive Plan, Critical Areas Ordinance, and development regulations.

2. The proposed 2026 Comprehensive Plan Periodic Update addresses and meets the City's applicable periodic-review responsibilities under the Growth Management Act.

3. The proposed Comprehensive Plan includes all the following elements: Physical Character, Land Use, Transportation, Capital Facilities, Housing, Utilities, Climate Resilience, and Administration.

4. The proposed Climate Resilience Element provides a policy framework addressing the climate resiliency planning requirements applicable to the City and was integrated with the other elements of the Comprehensive Plan.

5. The proposed 2026 Comprehensive Plan Update and development regulation revisions, including amendments of GMC Title 16, Title 17, and Title 14, meet the requirements of the Growth Management Act.

6. The proposed Comprehensive Plan and development regulation amendments have been reviewed for internal consistency and for consistency between the Comprehensive Plan and implementing development regulations.

7. Environmental Review for the entire proposal was conducted under the State Environmental Policy Act (SEPA), and a Determination of Nonsignificance (DNS) was issued.

8. This action was part of the required periodic update under the Grown Management Act. Upon adoption of these amendments by Grandview City Council, the City will have taken the necessary actions, and the periodic update will be complete.

Adoption

- Adoption of the updated 2026 Grandview Comprehensive Plan which includes the addition of the Climate Resiliency Element; and

- Adoption of amendments to Grandview Municipal Code, Title 16 Subdivision Ordinance, Title 17 Zoning Ordinance, and Title 18 Development Regulation Administration Ordinance.

Staff provided the following synopsis of the updates to the Comprehensive Plan Elements and Development Regulations:

Comprehensive Plan Elements:

- Physical Character: Adopting Yakima County's Critical Areas Ordinance by reference to ensure compliance with state law and best available science.
- Land Use: Updated to reflect projected population growth and ensure sufficient land for housing, business, industry, and public purposes.
- Capital Facilities: Updated inventory of city-owned assets; cemetery added to the COF plan to allow use of REET funds.
- Transportation: Added multimodal level of service standards for bicycles, pedestrians, and transit; adopted WSDOT model language as an "as-is" adoption to avoid immediate mandatory improvements.
- Housing: Updated to ensure affordable housing options for various income bands (0–120% AMI); includes requirements for two accessory dwelling units (ADUs) per single-family lot.
- Utilities: Updated inventory and added a policy requiring communication facilities to co-locate where possible.
- Climate Resilience: New element identifying climate-related hazards and goals to build resiliency for community assets.

Development Regulations:

- Permit Timelines: Updated to state-mandated windows: 65 days (no notice/hearing), 100 days (public notice required), and 170 days (hearing required), with fee refunds for non-compliance.
- Subdivision Ordinance: Added lot splits and unit lot subdivisions; new requirement that 5% of subdivision land be dedicated to parks/open space or paid as a fee-in-lieu.
- Zoning Ordinance: ADUs were now required in all single-family residential districts; transitional and permanent supportive housing allowed where single-family homes are permitted; emergency indoor shelters allowed where hotels were permitted.
- R3 Zoning: Density increased to 22 dwelling units per acre to remove barriers to affordable housing.
- RV Parks: Now allowed in light industrial areas if within 2,000 feet of a state-maintained highway.

Discussion took place. No action was taken.

4. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Splash Pad – Splash pad project was complete and signed off. Grading remains to be done around the exterior. It was winterized and ready for spring.

5. MAYOR & COUNCILMEMBER REPORTS

Council Retreat Updates –

- Priority 1: Finalize EMS/Emergency Response Plan – Fire Chief was finalizing the Interlocal Agreement with the City of Sunnyside.
- Priority 2: Continue Police Station Design/Build – The consulting firm ARC was working on the design. HLA Engineering was working on site infrastructure.
- Priority 3: Police Staffing and Equipment – On hold pending collective bargaining agreement settlement with the police patrol/sergeant union.
- Priority 4: Irrigation Infrastructure Upgrades – Staff was obtaining specifications and pricing for new pumps and piping for park irrigation upgrades.

Unsung Hero Committee – Councilmembers Diaz and Souders were continuing outreach for potential committee candidates.

6. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. meeting adjourned at 6:50 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
NOVEMBER 10, 2026

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: Councilmembers David Diaz, Bill Moore (Mayor Pro Tem) and Joan Souders

Present via teleconference: Councilmember Laura Flores

Absent: Councilmembers Ramona Garibay Rios, Robert Ozuna and Javier Rodriguez

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

Vote:
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Ximena Buenrostro, 5th grade student at Smith Elementary, led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Diaz, Council approved the November 10, 2026 meeting agenda as presented.

Vote:
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

4. PRESENTATIONS

A. Oath of Office – New Police Officer Christopher Burk

Mayor Lara administered the Oath of Office to Police Officer Christopher Burk.

5. PUBLIC COMMENT – None

6. CONSENT AGENDA

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

- **A. Minutes of the October 27, 2026 Committee-of-the-Whole meeting**
- **B. Minutes of the October 27, 2026 Council meeting**
- **C. Payroll Check Nos. 15111-15124 in the amount of $19,216.46**
- **D. Payroll Electronic Fund Transfers (EFT) Nos. 62014-62020 in the amount of $119,903.98**
- **E. Payroll Direct Deposit 10/16/2026-10/31/2026 in the amount of $191,903.98**
- **F. Claim Check Nos. 134430-134518 in the amount of $1,389,061.08**
- **G. Mosquito Control Board Reappointment Request – Mayor Pro Tem Bill Moore**

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

7. ACTIVE AGENDA

A. Public Hearing – Data Center Moratorium

Mayor Lara opened the public hearing for the purpose of receiving comments on the implementation of a one-year moratorium on the filing, acceptance, processing, review and approval of applications to establish data centers.

Mayor Lara requested public comments. There were no public comments received during the hearing or by mail.

The public testimony portion of the hearing was declared closed and no further comments were received.

B. Ordinance No. 2026-11 levying the 2027 ad valor property taxes and excess levy taxes

This item was previously discussed at the October 27, 2026 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2026-11 levying the 2027 ad valor property taxes and excess levy taxes.

Vote:
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

C. Ordinance No. 2026-12 increasing the 2027 property tax levy for the City of Grandview above the "limit factor" up to 101 percent

This item was previously discussed at the October 27, 2026 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2026-12 increasing the 2027 property tax levy for the City of Grandview above the "limit factor" up to 101 percent.

Vote:
- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

D. Ordinance No. 2026-13 amending Grandview Municipal Code Section 13.28.010 setting domestic water rates

This item was previously discussed at the October 19, 2026 Special Budget meeting.

On motion by Councilmember Souders, second by Councilmember Moore, Council approved Ordinance No. 2026-13 amending Grandview Municipal Code Section 13.28.010 setting domestic water rates.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

E. Ordinance No. 2026-14 amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates

This item was previously discussed at the October 19, 2026 Special Budget meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2026-14 amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates.

Vote:

- Councilmember Diaz – No
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

F. Ordinance No. 2026-15 amending Grandview Municipal Code Section 13.28.085 setting garbage rates

This item was previously discussed at the October 19, 2026 Special Budget meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2026-15 amending Grandview Municipal Code Section 13.28.085 setting garbage rates.

Vote:

- Councilmember Diaz – No
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

G. Ordinance No. 2026-16 amending Grandview Municipal Code Chapter 13.28 setting irrigation rates and to provide an offset in water utility billing for residents who pay irrigation service charges but receive no irrigation service

This item was previously discussed at the October 19, 2026 Special Budget meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2026-16 amending Grandview Municipal Code Chapter 13.28 setting irrigation rates and to provide an offset in water utility billing for residents who pay irrigation service charges but receive no irrigation service.

Vote:

- Councilmember Diaz – No
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – No
- Councilmember Souders – Yes

H. Ordinance No. 2026-17 amending Grandview Municipal Code Section 7.04.090 setting ambulance utility rates

This item was previously discussed at the October 12, 2026 Special Budget meeting.

On motion by Councilmember Souders, second by Councilmember Moore, Council approved Ordinance No. 2026-17 amending Grandview Municipal Code Section 7.04.090 setting ambulance utility rates.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

I. Ordinance No. 2026-18 providing for the annexation of property known as the Garibay Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said city, adopting a comprehensive land use plan, and changing the official zoning map of the City

This item was previously discussed at the July 14, 2026 Council meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2026-18 providing for the annexation of property known as the Garibay Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said city, adopting a comprehensive land use plan, and changing the official zoning map of the City.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

J. Resolution No. 2026-56 accepting the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (re-bid) as complete

This item was previously discussed at the November 10, 2026 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember Moore, Council approved Resolution No. 2026-56 accepting the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (re-bid) as complete.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay Rios – Absent
- Councilmember Moore – Yes
- Councilmember Ozuna – Absent
- Councilmember Rodriguez – Absent
- Councilmember Souders – Yes

8. UNFINISHED AND NEW BUSINESS – None

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Data Center Study Committee – An ordinance establishing a committee charged with studying and developing draft regulations regarding the siting of data centers within the City would be presented for consideration at the next C.O.W. meeting. The committee would consist of the City Administrator; two City Councilmembers appointed by the Mayor; a Planning Commission member; a representative of the Yakima Valley Conference of Government's Land Use Planning Department; a representative of the City's Engineering Firm; and the Public Works Director.

10. MAYOR & COUNCILMEMBER REPORTS – None

11. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Souders, the Council meeting adjourned at 7:35 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

CITY OF GRANDVIEW
NOTICE OF FILING AND PUBLIC HEARING
2027 PRELIMINARY BUDGET

NOTICE IS HEREBY GIVEN that the Mayor of the City of Grandview has filed the 2027 Preliminary Budget with the City Clerk. Copies of the Preliminary Budget will be available to the public on Friday, November 6, 2026. To request a copy, please call City Hall at (509) 882-9200 or email anitap@grandview.wa.us. The Preliminary Budget is also available on the City's website at www.grandview.wa.us.

The City Council will conduct a Public Hearing on the 2027 Preliminary Budget on **Tuesday, November 24, 2026, 7:00 p.m.** The public is invited to attend this hearing and provide written and oral comments on the proposed Budget. The hearing will be held in person and via teleconference.

Please join the meeting from your computer, tablet or smartphone.
Join Zoom Meeting
https://us06web.zoom.us/j/82571952500?pwd=UYuZNWxqq4HFQTEhsyAJTTHtmf2q03.1
To join via phone: +1 253 215 8782
Meeting ID: 825 7195 2500
Passcode: 710960

If you have a disability for which you will need reasonable accommodations, please contact the City Clerk, at the preceding address or telephone (509) 882-9200 one week prior to the meeting.

CITY OF GRANDVIEW

Anita G. Palacios, MMC
City Clerk

Publish: Grandview Herald – November 4 & 11, 2026

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 **2027 Preliminary Budget** is now open.

2. Comments received by mail will now be entered in the record. The City Clerk will read any received.

3. 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.

4. The public testimony portion of this hearing is now closed. No further comments will be received.

ORDINANCE NO. 2026-19

AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON, ESTABLISHING A COMMITTEE TO STUDY THE POTENTIAL HARMFUL IMPACTS OF DATA CENTERS AND CONSIDER THE PROPER PROCEDURAL REQUIREMENTS TO PROTECT HEALTH, SAFETY, WELFARE AND NATURAL ENVIRONMENT

WHEREAS, the Grandview Municipal Code does not currently have a definition for data centers, nor have current regulations and processes been developed by the City with adequate consideration of the unique impacts of data centers; and

WHEREAS, the City of Grandview has adopted a moratorium on the filing, acceptance, processing, review, and approval of applications to establish or expand data centers within the city limits; and

WHEREAS, the moratorium serves the purpose of providing the City with additional time to analyze and determine how best to address the siting and regulation of data centers within the city limits of Grandview; and

WHEREAS, pursuant to RCW 36.70A.390, the City must establish a work plan for analyzing and determining how best to address the siting and regulation of data centers within the city limits of Grandview; and

WHEREAS, the City Council has determined that it is in the best interest of the residents of Grandview to establish a committee charged with studying and developing draft regulations regarding the siting of data centers within the City, and thereby comply with RCW 36.70A.390.

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

Section 1. A Data Center Study Committee is hereby established.

Section 2. The Data Center Study Committee shall have no more than five members. The members shall include (1) the City Administrator; (2) two City Council members appointed by the Mayor; (3) a Planning Commission member; (4) a representative of the Yakima Valley Conference of Government's Land Use Planning Department; (5) a representative of the City's Engineering Firm; and (6) the Public Works Director. The Mayor may, at the Mayor's discretion, appoint no more than one additional member based on demonstrated subject-matter expertise, professional experience, or specialized knowledge that would assist the committee in carrying out its responsibilities.

Section 3. The Data Center Study Committee shall meet at least monthly, with meetings to convene at City Hall. All meetings shall be open to the public.

Section 4. The City Administrator shall serve as the chairperson responsible for scheduling meetings, making and keeping meeting minutes, and shall preside over committee meetings. A copy of the meeting minutes for each committee meeting shall be promptly delivered to the City Clerk.

Section 5. The Data Center Study Committee shall evaluate the potential harmful impacts of data centers and consider the proper procedural requirements to protect health, safety, welfare, and the natural environment. The Data Center Study Committee shall hold at least one public hearing to receive input from the public. No later than April 30, 2027, the Data Center Study Committee shall present the City Council with written recommendations regarding the siting and permitting of data centers within the city limits of Grandview.

Section 6. 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 November 24, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

PUBLICATION: 11/25/2026
EFFECTIVE: 11/30/2026

RESOLUTION NO. 2026-57

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, ACCEPTING THE BID AND AUTHORIZING THE GRANDVIEW HERALD AS THE OFFICIAL CITY NEWSPAPER FOR THE YEAR 2027

WHEREAS, RCW 35.23.352(7) requires that bids be called annually for the publication in a newspaper of general circulation in the City of all notices or newspaper publications required by law and that the contract be awarded to the lowest responsible bidder; and,

WHEREAS, the City has solicited bids from qualified legal newspapers to serve as the official newspaper of the City of Grandview for the year 2027; and,

WHEREAS, the City received one bid in response to such solicitation from the Grandview Herald; and,

WHEREAS, the City Council finds and determines that the Grandview Herald is the lowest responsible bidder;

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

That the bid submitted by the Grandview Herald to serve as the official newspaper of the City of Grandview for the year 2027, including the rate for legal notices of $8.50 per column inch and display advertising of $9.55, all as set forth in the attached proposal, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 24, 2026.

MAYOR

_____

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

BID FORM
OFFICIAL NEWSPAPER

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

Name of Newspaper: Valley Publishing/Grandview Herald

Number of days per week newspaper is published: one days per week.

Size of column inch: 2" Number of characters in column inch: 256

Total circulation: 1000 Total circulation for 98930 zip code: 1000

Services and Rates.
Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

Type of Publication	Rate (per column inch)
Legal Notice	$8.50
Display Advertising	$9.55

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder's Name: Valley Publishing/Grandview Herald

Address (Office of Publication): 308 Division

Mailing Address: same

Telephone Number: (509)=882-3712 Email: Editor@thegrandviewherald.com

Signature of Authorized Official: Victoria Walker

Print Name: Victoria Walker Title of Official: General Manager

1. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

None

2. If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder?

8:30 am Tuesday prior to publication

3. Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview:

It has been our pleasure to be representatives of the City of Grandview in 2026.
We have been in the Grandview community for over 100 years.
We pledge to continue to work with the community to bring current, up to date Grandview hometown news. Our focus is Grandview businesses, development, education, and city news.
The Herald and it's staff will continue to work hard for the city and our hometown

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR YAKIMA COUNTY.

COMPARED

IN THE MATTER OF THE APPROVAL OF THE GRANDVIEW HERALD AS A LEGAL NEWSPAPER

No. 32151

ORDER APPROVING GRANDVIEW HERALD AS A LEGAL NEWSPAPER.

This matter having come on to be heard upon the petition of Roscoe E. BROWN, for an order approving the GRANDVIEW HERALD as a legal newspaper of Yakima County, Washington, and the petitioner appearing by N. K. BUCK, his attorney, and evidence having been introduced and the court being fully advised in the premises:

IT IS NOW HEREBY ORDERED

That the GRANDVIEW HERALD is a newspaper which has been published regularly in the English language, once a week, being a newspaper of general circulation and so published in Grandview, Yakima County, Washington, and has been so published for more than six (6) months prior to the date of the application herein filed, and that said newspaper at all times since its initial publication has been printed in whole in an office maintained by the publisher in Grandview, Washington.

That said publication has and does in all respects comply with Chapter 213 of the Session Laws of the State of Washington for the year 1941, pertaining to legal publications.

That the said GRANDVIEW HERALD be and it is hereby approved as a legal newspaper for the publication of any advertisement, notice, summons, report, proceeding, or other offical document now or hereinafter required by law to be published.

That the Clerk of the above entitled court shall post and keep posted in a prominent place in his office the name of the GRANDVIEW HERALD in the list of newspapers published in said Yakima County, and which has been approved as legal newspapers.

DONE in open court, June 28, 1941.

Joseph Dawnett
Judge

Presented by:

Attorney for Petitioner

21

RESOLUTION NO. 2026-58

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN ADDENDUM TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON AND THE CITY OF GRANDVIEW, WASHINGTON FOR THE HOUSING OF INMATES

WHEREAS, the City of Grandview and the City of Sunnyside have previously entered into an Interlocal Agreement for the housing of inmates, and

WHEREAS, the City of Sunnyside desires to modify Section 6(a) Compensation of the Interlocal Agreement,

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

The Mayor is hereby authorized to sign an Addendum to the Interlocal Agreement between the City of Sunnyside, Washington and the City of Grandview, Washington for the housing of inmates replacing the compensation rate per day from $78.91 to $110.00 effective January 1, 2027 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 November 24, 2026.

MAYOR

_____

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____

CITY ATTORNEY

City of Sunnyside
818 East Edison Avenue
Sunnyside, Washington 98944
(509) 836-6305 Office

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON AND THE CITY OF GRANDVIEW, WASHINGTON, FOR THE HOUSING OF INMATES

ADDENDUM

THIS ADDENDUM TO OUR INTERLOCAL AGREEMENT (hereinafter referred to as "Addendum") is made and entered into by and between the City of Sunnyside, Washington and the City of Grandview, Washington;

WHEREAS, the City of Sunnyside and the City of Grandview already have an existing Agreement for the housing of inmates;

WHEREAS, the City of Sunnyside desires to further modify the existing Agreement as set forth in this Addendum;

NOW THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

SECTION 6(a) COMPENSATION shall be repealed and replaced with:

(a) Rates. Sunnyside agrees to accept and house Grandview inmates for compensation per inmate at the rate of **$110.00** per day. The date of booking into the Sunnyside Jail of any Grandview inmate shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from the Sunnyside Jail and/or return to Grandview, regardless of the time frame within a 24-hour day, shall not constitute a charge by the City of Sunnyside against the City of Grandview.

This Addendum shall be effective from January 1, 2027, or once fully endorsed by both parties, whichever is later.

The remainder of the original Agreement remains unchanged.

CITY OF SUNNYSIDE

_____
City Manager

DATE: _____

ATTEST:

_____
City Clerk

CITY OF GRANDVIEW

_____
~~City Manager~~ Mayor

DATE: November 24, 2026

ATTEST:

_____
City Clerk

RESOLUTION NO. 2026-59

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL AGREEMENT FOR THE YAKIMA VALLEY LOCAL CRIME LAB

WHEREAS, the City has for several years contracted with the Yakima Valley Conference of Governments for crime lab services; and

WHEREAS, the crime lab is being reconstituted as the Yakima Valley Local Crime Lab operating pursuant to an interlocal agreement between member jurisdictions, with administrative and financial services provided by the City of Union Gap; and

WHEREAS, the City has benefited from the services provided by the crime lab and wishes to continue to receive crime lab services; and

WHEREAS, Chapter 39.34 RCW, the Interlocal Cooperation Act, authorizes public agencies to enter into agreements with one another for joint or cooperative action; and

WHEREAS, the YVLCL will provide DNA testing, NIBIN operations, digital forensics, firearms analysis, and trace evidence examinations to participating law enforcement agencies, under the oversight of an Executive Board that includes the police chief of each participating city; and

WHEREAS, the interlocal agreement takes effect January 1, 2027, for an initial three-year term with automatic renewal, and provides that operating costs are shared among the member jurisdictions in proportion to population, plus an administrative fee to the City of Union Gap of five percent of operating costs; and

WHEREAS, the City Council has determined that it is in the best interest of the residents of Grandview to approve the interlocal agreement for the YVLCL.

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

Section 1. The Interlocal Agreement: Yakima Valley Local Crime Lab in substantially the form attached hereto is approved. The Mayor is authorized to execute the Agreement on behalf of the City and to take such other actions as may be necessary to effectuate and implement the Agreement.

Section 2. All actions taken by City officials before the effective date of this resolution that are consistent with its terms are ratified and confirmed. Upon execution, the City Clerk is directed to file the Agreement with the Yakima County Auditor or post it on the City's website, as required by RCW 39.34.040.

Section 3. This resolution shall be effective immediately upon its passage.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a regular meeting on November 24, 2026.

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

Interlocal Agreement:

Yakima Valley Local Crime Lab (YVLCL)

1. Parties.

This Agreement is entered into by City of Grandview, City of Granger, City of Harrah, City of Mabton, City of Moxee, City of Naches, City of Selah, City of Sunnyside, City of Tieton, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima, Yakima County and City of Zillah on _____(date). Each Party commits to supporting the Yakima Valley Local Crime Lab (herein referenced as YVLCL) through funding, participation in governance, evidence submission, and regional collaboration.

2. Purpose.

The purpose of this Agreement is to establish, operate, and sustain a regional forensic laboratory serving law enforcement agencies across Yakima County and participating jurisdictions. YVLCL enhances regional investigative capabilities by providing timely forensic analyses, modern evidence-processing technologies, and consistent standards to support regional crime reduction and public safety initiatives.

3. Administrative Manager (Union Gap).

The City of Union Gap shall serve as the Fiduciary and Administrative Manager overseeing all administrative and financial functions of YVLCL. Union Gap shall manage all financial, personnel, procurement, and administrative duties associated with YVLCL. This includes maintaining payroll, ensuring regulatory compliance, preparing budgets, managing facility needs, supporting audits, and considering policy recommendations made by the Executive Board.

4. Responsibilities of All Parties.

Parties shall participate in regional information-sharing, evidence submission, policy development, and operational planning. Each Party agrees to comply with submission protocols, support training standards, and provide operational feedback as needed to improve lab functions.

5. Term.

This Agreement/ILA becomes effective on January 1st 2027. This Agreement shall remain in effect for an initial term of three (3) years and will automatically renew for additional three-year terms unless terminated under Section 14. The Executive Board may recommend adjustments during renewal cycles.

6. Funding & Cost-Sharing.

The term "Operating Costs" as used in this section means all costs reasonably incurred by the City of Union Gap in operating YVLCL, including but not limited to personnel costs (salaries, benefits, and overtime), equipment purchase, maintenance, and calibration, laboratory supplies and consumables, facility costs (rent, utilities, janitorial, and maintenance allocable to YVLCL), accreditation and certification fees, insurance and liability coverage attributable to YVLCL, and training.

The term "Population" as used in this section means the official population of each Member City as most recently determined by the Washington State Office of Financial Management ("OFM") pursuant to RCW 43.62.030, as published annually on April 1.

Each party's proportionate share of Operating Costs for a given fiscal year ("Cost Share") shall be calculated by dividing that party's Population by the sum of the Populations of all parties, and applying that percentage to the total Operating Costs for the applicable billing period, as follows:

Member party Cost Share = (Member party Population ÷ Total Population of All Member parties) × Total Operating Costs

Population figures shall be updated annually using the Office of Financial Management population determination in effect as of April 1 of each year, and the updated figures shall apply to invoices issued for the fiscal year beginning [January 1 / the following billing cycle].

Jurisdiction cost share will be invoiced immediately after budget approval but no later than December 31st of each year. Invoices will be due January 31st for the following year. If a member's cost share is not paid by February 10th, lab services will be suspended until paid in full.

7. Nondiscrimination.

All parties agree not to discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, pregnancy, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical disability in violation of the Washington State Law Against

Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) or any other applicable state, federal or local law, rule or regulation.

8. Budgeting.

By September 1st of each year, the City of Union Gap shall prepare and distribute to each Member City a proposed annual YVLCL budget for the following fiscal year, including estimated Operating Costs and each Member City's estimated Cost Share.

Member Cities shall have [30] days to review and comment on the proposed budget. The City of Union Gap shall consider comments in good faith but retains final budget authority.

Within [90] days after the close of each fiscal year, the City of Union Gap shall provide each Member City with a reconciliation statement comparing actual Operating Costs to budgeted Operating Costs. Any surplus or deficit shall be reallocated to the reserve fund of the YVLCL.

9. Administrative Fee.

In addition to the YVLCL's annual operating costs, Union Gap shall assess an administrative fee equal to five percent (5%) of the total operating costs. The fee shall reimburse Union Gap for administrative services provided in support of YVLCL operations, including payroll administration, procurement and contracting, policy administration, fiscal management and accounting, and other general administrative support.

10. Records & Audits.

Union Gap shall maintain all records in accordance with state law. Records will also be retained according to the Secretary of State's Retention schedule.

11. Relationship of Parties.

Union Gap acts as fiduciary and administrative manager. This Agreement does not create employment relationships between YVLCL personnel and any jurisdiction other than Union Gap. The YVLCL personnel are employees of the City of Union Gap and, as such, do not report to or take direction from any other member agency.

12. Executive Board.

The Executive Board consists of the Police Chiefs of all participating cities, the Yakima County Sheriff, and the Yakima County Prosecutor (non-voting). The Board provides oversight, reviews policy proposals, evaluates operational performance, and makes strategic recommendations to ensure alignment with regional needs. The Executive Board has no direct supervisory authority over employees. The Board does not

conduct discipline, evaluation, or personnel actions but may provide recommendations. Any direction from the Board flows to Union Gap management, not straight to employees.

The members of the Board shall elect a presiding officer to serve a term of two (2) years. The Board may also elect a deputy presiding officer from its membership to act as the presiding officer when the presiding officer is unavailable. The presiding officer and deputy presiding officer will serve staggered two-year terms, except that the presiding officer's first term will be three years and the deputy presiding officer's first term will be two years.

The presiding officer is responsible for facilitating meetings, providing notice of meetings, and providing any materials in advance so that all participants are fully advised of the agenda and items being discussed.

The Board shall meet quarterly unless otherwise determined by the Board. The presiding officer shall provide no less than seventy-two (72) hours' notice of all meetings to all members of the Board. However, in an emergency, the presiding officer may conduct a telephonic or virtual meeting to resolve any issues related to the emergency.

13. Confidentiality.

All forensic data, reports, and information generated by YVLCL shall be confidential except as required by law. Parties shall safeguard forensic materials and adhere to public records and evidence-handling standards. At all times, the entities will comply with the Public Records Act (RCW 42.56 et seq and other disclosure laws.

14. Compliance with Laws.

In operating the YVLCL, the City of Union Gap and the other Parties to this agreement will comply with all laws. This includes any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise, including policies adopted by the County, as those laws, ordinances, rules, regulations, and policies now exist or may hereafter be amended or enacted.

15. Property Ownership.

All equipment, software, and supplies purchased using YVLCL funds before January 1, 2027, shall remain titled to Yakima County (equipment purchased with ARPA funds). Any equipment purchased after January 1, 2027, shall remain titled to Union Gap. Property reassignment or disposal must comply with state and federal guidelines.

16. Termination and Withdrawal.

Any Party may withdraw with 180 days' written notice. Union Gap may, in consultation with the executive board, terminate a Party for failure to pay assessments, a material breach, or conduct that impedes lab operations. Remaining Parties may continue YVLCL operations following withdrawal. Annual assessments are non-refundable. If a Party withdraws, its payment obligations remain in effect through the end of the current budget year.

17. Employee Status.

All YVLCL positions are contingent upon the continued existence of YVLCL. Should YVLCL dissolve or undergo significant structural changes, Union Gap may modify or eliminate positions. Union Gap shall consider the Executive Board's feedback and recommendations when making hiring, restructuring, or employment decisions.

18. Grievances and Complaints.

YVLCL employees shall follow Union Gap's established personnel policies and procedures for reporting workplace grievances, complaints, or disciplinary matters. The Administrative Manager shall notify the Executive Board of issues that may affect lab operations, interagency relations, or policy compliance. The Executive Board may provide advisory input but shall not override Union Gap's role as the employer of record.

19. Scope of Work.

The YVLCL provides DNA testing, NIBIN operations, digital forensics, firearms analysis, and trace evidence examinations. Additional services and technologies may be added with Executive Board approval and available funding.

20. External Government Agency Participation.

Government entities outside Yakima County may utilize YVLCL on a fee-for-service basis or request full membership. Full membership grants equal rights, responsibilities, and participation in governance. Agencies seeking membership must submit a written request to the Executive Board, which will evaluate the request and issue recommendations. Final approval requires unanimous consent of all Parties via a formal amendment. Cost allocation formulas may be updated to include new member agencies.

21. Annual Reports.

Union Gap shall deliver an annual report summarizing service volume, case types, turnaround times, staffing, budget performance, achievements, challenges, and strategic recommendations. Reports support transparency and planning.

22. Liability.

Each Party shall indemnify and hold harmless the other Parties, and their officers, employees, and agents, from all claims, losses, damages, judgments, and costs, including reasonable attorneys' fees, to the extent caused by the negligent or wrongful acts or omissions of the indemnifying Party or its own officers, employees, or agents. The City of Union Gap is responsible for the acts and omissions of Lab personnel it employs, within the scope of their employment. Each other Party is responsible for the acts and omissions of its own personnel, including their handling and submission of evidence to the Lab and their use or disclosure of Lab results. Where fault is shared, each Party's responsibility is limited to its proportionate share of fault. Each Party's personnel remain its own employees or agents for all purposes under this Agreement. Nothing in this Agreement waives any Party's immunities or defenses or creates rights in third parties. This section survives termination of this Agreement and any Party's withdrawal.

23. Amendments.

Amendments must be in writing and signed by all Parties in order to be effective.

24. Integration.

This Agreement replaces all prior agreements related to the YVLCL.

25. Execution of Multiple Original Counterparts.

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, the compilation constitutes a fully executed and effective agreement among all the participating jurisdictions. If fewer than all named parties execute this agreement, the agreement once recorded as specified in Section 26 shall be effective as between the parties that have executed the agreement to the same extent as if no other party had been named.

26. Recording.

This interlocal agreement will be recorded in compliance with RCW 39.34.040.

27. Severability.

The parties agree that if any term of this ILA is held invalid by any court of competent jurisdiction, that the remainder of the ILA terms shall remain valid and in full force and effect.

28. Law, Venue & Jurisdiction.

This ILA 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 Yakima County Superior Court.

SIGNATURES

City of Yakima

_____

Authorized Signature

Date: _____

City of Selah

_____

Authorized Signature

Date: _____

City of Union Gap

_____

Authorized Signature

Date: _____

City of Moxee

_____

Authorized Signature

Date: _____

City of Wapato

_____

Authorized Signature

Date: _____

City of Toppenish

_____

Authorized Signature

Date: _____

City of Zillah

_____

Authorized Signature

Date: _____

City of Sunnyside

_____

Authorized Signature

Date: _____

City of Grandview

_____

Authorized Signature

Date: _____

City of Mabton

_____

Authorized Signature

Date: _____

City of Tieton

_____

Authorized Signature

Date: _____

City of Granger

_____

Authorized Signature

Date: _____

Town of Harrah

_____

Authorized Signature

Date: _____

Town of Naches

_____

Authorized Signature

Date: _____

Yakima County

_____

Authorized Signature

Date: _____

RESOLUTION NO. 2026-60

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD GRANT AGREEMENT PROJECT NUMBER 3-E-183(013)-1 FOR THE ELM SREET OVERLAY FROM CORNELL ROAD TO EAST FOURTH STREET AND THE WILSON HIGHWAY OVERLAY FROM WINE COUNTRY ROAD TO JACKSON STREET

WHEREAS, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB grant funds in the amount of $367,255 for the Elm Street Overlay from Cornell Road to East Fourth Street and the Wilson Highway Overlay from Wine Country Road to Jackson Street; and

WHEREAS, the City must execute a Grant Agreement with the Washington State Transportation Improvement Board setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board for Project Number 3-E-183(013)-1 for the Elm Street Overlay from Cornell Road to East Fourth Street and the Wilson Highway Overlay from Wine Country Road to Jackson Street 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 November 24, 2026.

MAYOR

_____

ATTEST:

_____
CITY CLERK

APPROVED AS TO FORM:

_____
CITY ATTORNEY

City of Grandview
3-E-183(013)-1
2027 Overlay
Multiple Locations

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Grandview
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 2027 Overlay, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 84.9999 percent of approved eligible project costs up to the amount of $367,255, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT FUNDING PARTNERS

The RECIPIENT anticipates receiving additional funding from the following funding partners, in the following amounts. However, in no event shall any non-party to this Agreement, even if referenced as a funding partner below, be considered a third party beneficiary to this Agreement.

Funding Partners	Amount	Revised Funding
GRANDVIEW	64,810	
WSDOT	0	
Federal Funds	0	

TOTAL LOCAL FUNDS	**64,810**	

4.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

a) Bid Authorization Form with plans and engineers estimate
b) Award Updated Cost Estimate
c) Bid Tabulations
d) Contract Completion Updated Cost Estimate with final summary of quantities
e) Project Accounting History

5.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than $50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

6.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

7.0 AMENDMENTS

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

8.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

9.0 GOVERNANCE & VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County.

10.0 DEFAULT AND TERMINATION

10.1 NON-COMPLIANCE

a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.

b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.

c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.

d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

10.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

a) RECIPIENT is not making reasonable progress toward correction and compliance.
b) TIB denies the RECIPIENT's request to amend the Project.
c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

10.3 TERMINATION

a) In the event of default by the RECIPIENT as determined pursuant to Section 10.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.

b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.

c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

10.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

11.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 10. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

12.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

13.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

14.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims

under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

15.0 DISPUTE RESOLUTION

a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.

b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.

c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.

d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.

e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

16.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

17.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Approved as to Form
Attorney General

By:

Signature on file

Albert H. Wang
Assistant Attorney General

Lead Agency		Transportation Improvement Board	
Chief Executive Officer	Date	Executive Director	Date
Print Name		Print Name	

Arterial Preservation Program (APP)

Approved Segment Listing

FY 2028 Overlay Program

GRANDVIEW

Street	Termini	Pavement Length	Pavement Width
Elm Street	Cornell Rd to 4th St	**1,440 feet**	**38 feet**
Wilson Highway	Wine Country Rd to Jackson St	**1,640 feet**	**42 feet**