

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, NOVEMBER 22, 2016**



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REGULAR MEETING – 7:00 PM	
1. CALL TO ORDER & ROLL CALL	
2. PLEDGE OF ALLEGIANCE	
3. PRESENTATIONS	
A. The Valley’s Finest Award Winners – Roger Harnack, Daily Sun News Publisher	1
B. Basin Integrated Plan Economic Study – Policy Brief and Contribution Request to Valley Cities – Larry Mattson, YVCOG Executive Director	2-4
4. PUBLIC COMMENT – The public may address the Council on items on the agenda.	
5. 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 7, 2016 Special Council meeting – Budget	5-8
B. Minutes of the November 8, 2016 Committee-of-the-Whole meeting	9-12
C. Minutes of the November 8, 2016 Council meeting	13-15
D. Payroll Electronic Fund Transfers (EFT) Nos. 5660-5664 in the amount of \$78,999.30	
E. Payroll Check Nos. 9239-9255 in the amount of \$82,733.42	
F. Payroll Direct Deposit 11/1/16-11/15/16 in the amount of \$98,795.22	
G. Claim Check Nos. 111700-111792 in the amount of \$181,228.63	
6. ACTIVE AGENDA – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).	
A. Public Hearing – 2017 Preliminary Budget	16-17
B. Public Hearing – West Main Street Vacation – Yakima Valley College	18-22
C. Public Hearing – Growth Management Act Update	23-31
• Development Regulations (Attachment 1)	
• Critical Area Ordinance (Attachment 2)	
• Comprehensive Plan Update (Attachment 3)	
D. Resolution No. 2016-48 authorizing the Mayor to sign the 2017 Interlocal Corrections/ Detention Agreement with Yakima County	32-44
E. Resolution No. 2016-49 authorizing the Mayor to enter into an Interlocal Agreement for participation in the Yakima Valley Special Investigations Unit	45-57
F. Resolution No. 2016-50 amending Section 4. Agenda, 4.3 Order of Business of the Grandview City Council Procedures Manual	58-59
7. UNFINISHED AND NEW BUSINESS	
8. CITY ADMINISTRATOR AND/OR STAFF REPORTS	
9. MAYOR & COUNCILMEMBER MEETING REPORTS	
10. EXECUTIVE SESSION – Union Negotiations (20 minutes)	
11. ADJOURNMENT	

THE VALLEY'S FINEST

The *Daily Sun* presents the inaugural "The Valley's Finest" competition for the Lower Yakima Valley. Winners and runners-up include businesses from Sunnyside, Mabton, Grandview, Prosser, Granger, Bickleton and the surrounding rural areas.

The Valley's Finest section will publish before Thanksgiving.



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Sent: Monday, October 24, 2016 3:06 PM

To: Anita Palacios

Subject: Basin Integrated Plan Economic Study - Policy Brief and Contribution Request to Valley Cities

Importance: High

Yakima Valley City Clerks-

Please find attached to this message a document entitled "YVCOG General Membership Policy Brief: City Contributions Requested for Yakima Basin Integrated Plan Economic Study." This brief was shared and discussed at YVCOG's October 19th General Membership meeting in Naches. We asked those in attendance to please take the memo back to their respective councils for deliberation. Several cities did not attend, so I'm sending this to all of our members. Please share the attached policy brief with your councilmembers.

During the discussion on Oct. 19th, the following questions were asked:

- **What is the cost of the study and what are other parties contributing?** Response: The total cost of the study is \$65,000. Kittitas, Yakima, and Benton counties are contributing \$30,000; private businesses are contributing \$10,000; and the Yakima Basin Joint Board, \$15,000. Commissioner Leita also stated that previous Yakima County contributions and staff time during the Integrated Plan development process exceeds \$40,000.
- **Will our city be required to make up the difference if other cities decide not to contribute?** Response: The quick answer is "no, you will not." We realize that budgets are tight throughout the Valley. At the meeting, Mabton Mayor Mario Martinez suggested that this per-capita contribution is a small investment toward helping secure a significant future benefit: 50,000 acre-feet of water for municipal and industrial purposes. In addition, financial support from Yakima Valley cities will provide further evidence to members of Congress of our desire to move forward and take action on long-term, integrated water solutions.
- **Is this part of my annual YVCOG assessment?** No; please consider your 2017 YVCOG assessment and your possible economic study contribution as two separate issues.

You or your council may direct questions on the proposal to me; YVCOG Chairman Jim Restucci; or Yakima County Commissioner Mike Leita.

Sincerely,

Larry Mattson, Executive Director



Yakima Valley Conference of Governments

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YVCOG General Membership Policy Brief:

City Contributions Requested for Yakima Basin Integrated Plan Economic Study

Issue

In 2013, Yakima Valley cities signed letters of support for the Yakima Basin Integrated Water Resource Management Plan (the “Integrated Plan”). When sharing the plan with our Congressional delegation, the Integrated Plan’s Implementation Workgroup heard the phrase “fish fatigue.” ‘Fish fatigue’ refers to weariness from eastern Congressmen about continually funding salmon restoration efforts in the Western U.S. To help overcome this barrier, the team was asked to more clearly explain and promote the plan’s economic benefits to the region. To that end, the team commissioned ECONorthwest to prepare an evaluation of the plan’s economic benefits.

The principals of the Plan’s Implementation Workgroup are requesting that Yakima Valley cities contribute \$10,000 (in the aggregate; not individually) toward the cost of a pending economic benefit study. **Of primary importance to our Valley cities, the Integrated Plan proposes to make available an additional 50,000 acre feet of water for municipal and industrial uses.** Doing so would likely guarantee that water is available for the next several generations of Valley residents. The balance of the \$65,000 economic study will be funded by contributions from Kittitas, Yakima, and Benton counties; the Yakima Basin Joint Board; and private businesses.

Recommendations

YVCOG staff suggests that if the Executive Committee agrees that this is a regional issue worthy of attention, the Committee directs staff to do the following:

- a) **Finalize a per-capita financial contribution plan (over) for consideration by the Executive Committee and General Membership.** A draft contribution plan is included for the Committee’s review on the next page. Should the General Membership accept this plan, YVCOG will forward this brief to municipal clerks in the Valley, for each council’s consideration.
- b) **Prepare a Memorandum of Agreement (MOA) for consideration of each member city.** This MOA would describe the extent of YVCOG’s involvement in this economic benefit study. The scope of work for the economic study would be attached as an exhibit to the MOA.

Per-Capita Cost to Each City

The table to the right lists the per-capita contribution of each city needed to generate \$10,000 toward the economic benefit study.

Benefits

Once completed, the water storage and conservation projects described in the Integrated Plan will provide 50,000 acre-feet of water for Yakima Valley cities and industry. To place that number in context, that is roughly 14 Louisiana Superdomes full of water. More than enough, in other words, to meet the Valley's municipal and industrial needs for the next 50 to 100 years.

Benefits also include a YVCOG presence on the Integrated Plan's Economic Subcommittee, and potential future representation as part of the Washington, D.C. Leadership group.

Funding Source(s)

Member cities would have to determine the appropriate funding source to pay for this additional assessment.

Financial contributions from Yakima Valley cities will send a clear signal to our Legislative and Congressional leaders that we are committed to integrated long-term solutions.

Indicating local support is important, as half of the Integrated Plan's \$3.8 billion price tag has been committed to by Washington State, with the understanding that the other 50 percent will be provided by federal and private partners. The Bureau of Reclamation has committed to funding 10 percent of the projects slated for the Integrated Plan's first ten years.

Next Steps

1. Executive Committee decide to forward per-capita plan to General Membership
2. YVCOG staff shares policy brief at October General Membership meeting
3. YVCOG staff circulates policy brief and email explaining per-capita assessment to each city
4. Each city considers economic study contribution
5. Contributing cities provided with MOU/MOA documenting intent of contribution
6. Contributing cities may send funds to either YVCOG or New Vision/YCDA

GRANDVIEW	6.76%	\$ 676.34
GRANGER	2.35%	\$ 235.14
HARRAH	0.39%	\$ 39.39
MABTON	1.40%	\$ 140.30
MOXEE	2.40%	\$ 239.69
NACHES	0.51%	\$ 51.21
SELAH	4.56%	\$ 456.35
SUNNYSIDE	10.02%	\$ 1,002.39
TIETON	0.78%	\$ 77.88
TOPPENISH	5.48%	\$ 548.47
UNION GAP	3.76%	\$ 375.75
WAPATO	3.05%	\$ 305.45
YAKIMA	56.61%	\$ 5,661.04
ZILLA	1.91%	\$ 190.60
TOTALS		\$ 10,000.00

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**GRANDVIEW CITY COUNCIL
SPECIAL MEETING MINUTES – BUDGET
NOVEMBER 7, 2016**

1. CALL TO ORDER

Mayor Norm Childress called the special meeting to order at 6:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Bill Moore and Joan Souders. Councilmember Gloria Mendoza arrived at 6:10 p.m. Excused from the meeting were Councilmembers Dennis McDonald and Javier Rodriguez.

Present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Library Director Elizabeth Jahnke, Assistant Public Works Director Santos Trevino, Wastewater Treatment Plant Superintendent Dave Lorenz and City Clerk Anita Palacios.

2. 2017 PRELIMINARY BUDGET

2017 EXPENDITURE ESTIMATES – CURRENT EXPENSE FUND

City Treasurer Cordray continued the presentation of the 2017 preliminary budget, as follows:

CEMETERY FUND

Revenue

2016 Budget \$215,220

2017 Proposed \$224,325

Expenditures

2016 Budget \$215,200

2017 Proposed \$224,325

Notable Changes in 2017 – Expansion of cemetery \$20,000

CAPITAL IMPROVEMENT FUND

Revenue

2016 Budget \$453,150

2017 Proposed \$192,840

Expenditures

2016 Budget \$453,150

2017 Proposed \$192,840

Notable Changes in 2017 –

- Community Center courtyard \$3,000
- Swimming Pool design, construction and lighting improvements \$156,500

CDBG – EAST FOURTH STREET NEIGHBORHOOD IMPROVEMENTS

Revenue

2016 Budget \$41,100

2017 Proposed \$-0-

Expenditures

2016 Budget \$41,100

2017 Proposed \$-0-

Notable Changes in 2017 – Project completed in 2015 and retainage released in 2016.

EAST WINE COUNTRY PLAZA FUND

Revenue

2016 Budget \$15,250

2017 Proposed \$10,265

Expenditures

2016 Budget \$15,250

2017 Proposed \$10,265

Notable Changes in 2017 – Project completed in 2015.

EUCLID/WINE COUNTRY ROAD IMPROVEMENTS

Revenue

2016 Budget \$531,050

2017 Proposed \$28,225

Expenditures

2016 Budget \$531,050

2017 Proposed \$28,225

Notable Changes in 2017 – Project completed in 2016.

WATER/SEWER FUND

Revenue

2016 Budget \$12,129,755

2017 Proposed \$11,718,010

Expenditures

Water

2016 Budget \$2,722,550

2017 Proposed \$1,619,520

Notable Changes in 2017 –

- SCADA well computer up-grades \$24,000
- Willoughby property irrigation system \$20,000
- Asahel Curtis Well (S17) Rehabilitation \$35,000

Sewer Collection

2016 Budget \$809,530

2017 Proposed \$768,660

Notable Changes in 2017 – None

Sewer Treatment

2016 Budget \$1,400,010

2017 Proposed \$1,384,800

Notable Changes in 2017 – Machinery & Equipment (lift pump rail system) \$20,000

Water/Sewer Long Term Debt & Transfers Out

2016 Budget \$420,000
2017 Proposed \$420,000
Notable Changes in 2017 – None

IRRIGATION FUND

Revenue

2016 Budget \$692,595
2017 Proposed \$676,550

Expenditures

2016 Budget \$692,595
2017 Proposed \$676,550
Notable Changes in 2017 – Main line replacement (King Street) \$15,000

SOLID WASTE FUND

Revenue

2016 Budget \$1,491,540
2017 Proposed \$1,555,820

Expenditures

Collection

2016 Budget \$1,077,995
2017 Proposed \$1,068,910
Notable Changes in 2017 – None

Neighborhood Clean-Up

2016 Budget \$15,840
2017 Proposed \$15,770
Notable Changes in 2017 – None

Landfill

2016 Budget \$-0-
2017 Proposed \$-0-
Notable Changes in 2017 – Closure/post closure activities of the landfill were completed in 2015 with no future monitoring requirements.

2005 WATER/SEWER BOND REDEMPTION FUND

Revenue

2016 Budget \$2,634,780
2017 Proposed \$589,100

Expenditures

2016 Budget \$2,634,780
2017 Proposed \$589,100
Notable Changes in 2017 – None

EQUIPMENT RENTAL FUND

Revenue

2016 Budget \$2,660,185

2017 Proposed \$2,840,190

Expenditures

2016 Budget \$335,905

2017 Proposed \$335,260

Notable Changes in 2017 – The following equipment to purchase or replace: Police Chief's vehicle \$50,000.

In conclusion, City Treasurer Cordray noted that the Mayor and staff presented a balanced budget with an 11.2% Current Expense Fund ending balance. In the past, Council established a goal of a 15% ending balance in the Current Expense Fund. An option to reach that goal would be to extend the vehicle and equipment replacement funding by one year. This approach would reduce approximately \$160,000 from the Current Expense Fund and increase the ending fund balance by approximately 14%. Council concurred with extending the equipment replacement funding by one year.

3. ADJOURNMENT

The special meeting adjourned at 7:30 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk



**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING MINUTES
NOVEMBER 8, 2016**

1. CALL TO ORDER

Mayor Norm Childress called the Committee-of-the-Whole meeting to order at 6:00 p.m. in the Council Chambers at City Hall.

2. ROLL CALL

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Bill Moore and Joan Souders. Councilmember Gloria Mendoza arrived at 6:05 p.m. Excused from the meeting were Councilmembers Dennis McDonald and Javier Rodriguez.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Police Chief Kal Fuller and City Clerk Anita Palacios.

3. CITIZEN PARTICIPATION – None

4. NEW BUSINESS

A. 2017 Local Corrections/Detention Agreement Renewal

Police Chief Fuller explained that the City enters into a yearly contract with Yakima County Department of Corrections to determine rates and conditions for housing prisoners. RCW 39.94 and RCW 70.48 authorized the City and County to enter into a contract for jail services that specifies the responsibilities of each party. It was beneficial to the City to be able to utilize jail facilities maintained by the County for detention of some City prisoners. The 2017 contract for services with Yakima County Department of Corrections was unchanged from the 2016 contract. The normal time that this contract comes into use was when Grandview misdemeanor prisoners were temporarily housed with Yakima DOC while waiting for transport back to Grandview or out of the area to another jail. On occasion this contract applies when a felony suspect was being held in Yakima DOC, but had pending Grandview misdemeanor charges.

Discussion took place.

On motion by Councilmember Brewer, second by Councilmember Moore, the C.O.W. moved the 2017 Interlocal Corrections/Detention Agreement to a regular Council meeting for consideration.

B. 2016 Interlocal Agreement for the creation of the Yakima Valley Special Investigations Unit

Police Chief Fuller explained that in 2014, Yakima Valley Police Chiefs determined there was a need for a Special Investigations group to conduct high profile officer involved shooting investigations. Chiefs began meeting together regularly to determine the scope of this Special Investigations unit and the necessary organizational factors involved. In 2016, an agreement was finalized for the creation of a Yakima Valley Special Investigations Unit. This agreement was submitted to all involved legal departments for review. The Agreement was reviewed by the

Washington State Attorney General's Office and been accepted by them. The City's legal counsel reviewed and approved the agreement. The Yakima Valley Special Investigations Unit (YVSIU) would investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high profile incidents where there may be an appearance of a conflict of interest.

The goals of the YVSIU were to:

- Promote public trust by conducting professional multi-jurisdictional investigations of major incidents, primarily law enforcement involved incidents which involve great bodily harm or death.
- Maximize the availability and sharing of the latest technological equipment and techniques.
- Consolidate and utilize the skills of experienced investigators and supervisors.
- Conduct quality investigations in a timely manner.

The YVSIU agreement was a written document detailing some procedures that have been standard for many years. What it adds was a formal outline of policy and procedures to reflect best practices in the profession. At this time at least eight local agencies were member agencies. Also having input to the ILA were Washington State Patrol, Yakima County Prosecutors Office, Yakima County Coroner, and the legal departments of each member agency. This YVSIU was modeled after other units in operation throughout Washington State. The Grandview Police Chief would be a member of the Executive Board of the YVSIU. The Commander of the YVSIU and other positions within would be chosen by the Executive Board. Each member agency would be responsible for their employees' wages and associated personnel costs. The venue agency would be responsible for all reasonable investigative expenditures. This partnership represented best practices in law enforcement and provided important transparency to the public.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. moved the 2016 Interlocal Agreement creating the Yakima Valley Special Investigations Unit with Grandview Police Department as a member agency to a regular Council meeting for consideration.

C. City Council Procedures Manual – Public Comment

Mayor Childress explained that on April 26, 2016, Council approved Resolution No. 2016-23 amending the Grandview City Council Procedures Manual. Procedures Manual Section 4. Agenda, 4.3 Order of Business, (d) Public Comment currently reads as follows:

- 4.3(d) Public Comment - at which time the public may address the Council on items on the agenda.

He suggested that the wording be revised to read as follows:

- 4.3(d) 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.

He presented this revision in an effort to welcome public attendance at meetings and encourage public comments and inquiries about agenda business or general City matters.

Discussion took place.

Councilmember Brewer requested that Section 4.3(i) Mayor & Councilmember Meeting Reports be amended to read "Mayor & Councilmember Reports".

On motion by Councilmember Everett, second by Councilmember Brewer, the C.O.W. moved a resolution amending the Grandview City Council Procedures Manual to clarify Section 4. Agenda, 4.3 Order of Business, (d) Public Comment and (i) Mayor & Councilmember Reports to a regular Council meeting for consideration as amended.

5. OTHER BUSINESS

USDA Funding – Fire Truck Purchase – City Administrator Arteaga provided a follow-up to information presented at the October 25th C.O.W. meeting regarding a possible fire truck and equipment purchase. During the 2016 budget process, Council started setting aside funds for replacing fire trucks and SCBA's. The funding sources were limited so Council agreed to start setting aside approximately \$50,000 per year with the goal of purchasing a new truck within the next five-years. Currently, the Fire Department had a truck that was approaching the recommended replacement time frame and it was estimated to cost approximately \$500,000. It would take approximately ten years, at \$50,000 per year, but inflation could increase the replacement schedule by at least an additional two years. The City was no longer eligible for the USDA Infrastructure Funding Program because the City was over the 10,000 population threshold. However, the City was still eligible to apply to the USDA Community Facilities Direct Loan Program which could fund police departments, museums and fire equipment. The loan term could be extended up to 40-years depending on the life of the purchase. For example, a fire truck could have a 30 year life and a 30 year term could be applied as a repayment schedule. The estimate term would be \$500,000 (at 30-years) would cost approximately \$16,667 plus interest. USDA has funds available at an interest rate of 2.375% for the 30 year term for the remainder of 2016. USDA was predicting that the interest rates would increase in 2017 and strongly recommended that the City apply in order to lock in at the low interest rate. The pros of applying for the USDA loan were as follows:

- We would expedite the fire truck and SCBA's replace schedule.
- We could take advantage of the low interest rate which would provide a lower repayment schedule.
- We could reduce our required annual funding set aside by at least \$25,000 per year.
- Currently, we have approximately \$100,000 in the replacement reserve and we could continue to add the \$25,000 per year savings in order to continue to increase the replacement fund for future trucks.
- The new truck purchase would help keep the City at the lower fire rating which would benefit the community as a whole.

The cons for applying to USDA:

- We would have a 30-year loan repayment commitment.

He strongly encouraged Council consider applying to the USDA Facilities Direct Loan Program for the replacement of a fire truck and equipment. The City has many needs and funding was limited, but Council had made public safety the number one priority. The City must consider funding opportunities as they become available and improve our aging equipment in order to continue to provide the protection our citizens expect. He recommended that a representative from USDA attend a future C.O.W. meeting to explain the funding program and how it could

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benefit the community.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. directed staff to prepare a detailed report regarding fire truck maintenance, issues, replacement schedule and funding; priority of truck replacement (ladder truck vs. pumper truck), and the consequences of delaying replacements on the City's fire insurance premiums for consideration at the November 22nd C.O.W. meeting.

Councilmembers Everett and Brewer voted in opposition.

Councilmember Everett requested to change his vote in favor of the motion.

On motion by Councilmember Everett, second by Councilmember Brewer, the C.O.W. moved to reconsider the recommendation and discussion at the November 22nd C.O.W. meeting.

6. **ADJOURNMENT**

The study session adjourned at 7:00 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
NOVEMBER 8, 2016**

1. CALL TO ORDER

Mayor Norm Childress called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Gloria Mendoza, Bill Moore and Joan Souders.

On motion by Councilmember Brewer, second by Councilmember Moore, Council excused Councilmembers Dennis McDonald and Javier Rodriguez from the meeting.

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

2. PLEDGE OF ALLEGIANCE

Mayor Childress led the pledge of allegiance.

3. PRESENTATIONS

A. 2016 Proclamation – Grandview High School DECA Week

Mayor Childress proclaimed November 7-11, 2016 as Grandview High School (GHS) DECA week and the month of November as GHS DECA month.

B. Grandview School District – Prebond Planning

Present on behalf of the Grandview School District were School Board Members Elizabeth Alba and Dale Burgeson, Superintendent Henry Strom, Assistant Superintendent Brad Shreeve and Executive Director of Human Resources Matt Mallery.

The School District presented the prebond planning for the construction of a new Grandview High School facility. The current high school was built in 1980 with an enrollment of 500 students. The 2016 enrollment at the high school was 950 students. The 1999 bonds that were levied for the construction of the elementary schools and middle school would be paid off in 2018 and those bonds were levied at \$3.18 per \$1,000 of assessed property valuation. It was anticipated that the bond levy for the construction of a new high school was estimated to be \$3.63 per \$1,000 of assessed property valuation. The total bond issue for the construction of a new high school facility was estimated at \$42 million.

The School District encouraged the City to continue to support its partnership efforts on school bond issues. It was also noted that a City bond levy or councilmanic bond could impact the School District's bond efforts by affecting the District's bonding capacity.

C. Grandview Float Committee

Grandview Float Committee members Michelle Denchel and Angela Key requested that the Council consider including funds in the City's budget for assistance in the replacement and/or repair of the float engine.

Council requested that the Committee provide a cost estimate of the required engine replacement and/or repairs for consideration.

4. **PUBLIC COMMENT** – None

5. **CONSENT AGENDA**

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

- A. Minutes of the October 24, 2016 Special Council meeting – Budget
- B. Minutes of the October 25, 2016 Committee-of-the-Whole meeting
- C. Minutes of the October 25, 2016 Council meeting
- D. Payroll Electronic Fund Transfers (EFT) Nos. 5652-5657 in the amount of \$85,832.45
- E. Payroll Check Nos. 9200-9238 in the amount of \$27,438.04
- F. Payroll Direct Deposit 10/16/16-10/31/16 in the amount of \$97,545.63
- G. Claim Check Nos. 111609-111699 in the amount of \$132,371.60
- H. Resolution No. 2016-47 declaring certain City property from the Fire Department as surplus and authorizing disposal by public auction, sale or trade

6. **ACTIVE AGENDA**

- A. **Ordinance No. 2016-23 amending Grandview Municipal Code Chapter 15.24 Fire Prevention to adopt the 2015 Edition of the International Fire Code**

This item was previously discussed at the October 25, 2016 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2016-23 amending Grandview Municipal Code Chapter 15.24 Fire Prevention to adopt the 2015 Edition of the International Fire Code.

- B. **Ordinance No. 2016-24 levying the 2017 Ad Valorem Property Taxes and Excess Levy Taxes**

This item was previously discussed at the October 24, 2016 special budget meeting and a public hearing was held at the October 25, 2016 regular meeting.

On motion by Councilmember Everett, second by Councilmember Mendoza, Council approved Ordinance No. 2016-24 levying the 2017 Ad Valorem Property Taxes and Excess Levy Taxes.

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C. Ordinance No. 2016-25 increasing the 2017 Property Tax Levy for the City of Grandview above the "Limit Factor", up to 101 percent

This item was previously discussed at the October 24, 2016 special budget meeting and a public hearing was held at the October 25, 2016 regular meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Ordinance No. 2016-25 increasing the 2017 Property Tax Levy for the City of Grandview above the "Limit Factor", up to 101 percent.

7. UNFINISHED AND NEW BUSINESS – None

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

2017 Preliminary Budget – City Administrator Arteaga advised that following last night's special budget meeting, the Mayor would present a balanced budget to the Council and public on November 14th. He noted that during the budget process, three departments (Fire, Police and Library) requested additional staffing. Those staffing requests were not included in the Mayor's preliminary budget. He asked if there were any items that Council would like to reconsider and/or include in the 2017 preliminary budget.

Councilmember Brewer requested that funding be included in the 2017 budget for improvements along the SVID right-of-way adjacent to Stassen Way due to dust issues.

City Administrator Arteaga indicated that he would be meeting with SVID staff to request assistance to complete the improvements for dust control.

City Treasurer Cordray advised that at last night's special budget meeting, he presented an option to extend the vehicle and equipment replacement funding by one year which would reduce approximately \$160,000 from the Current Expense Fund and increase the ending fund balance by approximately 14%. In recalculating the depreciation schedule, he estimated that the cost savings would be \$75,000 rather than \$160,000 which would equate to a 12.6% ending fund balance.

9. MAYOR & COUNCILMEMBER MEETING REPORT

Lower Valley Homeless Network – Councilmember Souders attended a meeting with YVCOG representatives regarding homeless issues in the Lower Valley.

10. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Mendoza, Council adjourned the meeting at 8:10 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk



**CITY OF GRANDVIEW
NOTICE OF FILING AND PUBLIC HEARING
2017 PRELIMINARY BUDGET**

NOTICE IS HEREBY GIVEN that the Mayor of the City of Grandview has filed the 2017 Preliminary Budget with the City Clerk. Copies of the Preliminary Budget will be available to the public on Friday, November 14, 2016 at City Hall, 207 West Second Street, Grandview, Washington.

The City Council will conduct a Public Hearing on the 2017 Preliminary Budget at 7:00 p.m., on Tuesday, November 22, 2016. The public is invited to attend this hearing and provide written and oral comments on the proposed Budget. The hearing will be held in the Council Chambers at City Hall. If you have a disability for which you will need reasonable accommodations, please contact the City Clerk, at the preceding address or telephone (509) 882-9208 one week prior to the meeting.

CITY OF GRANDVIEW

Anita G. Palacios, MMC
City Clerk

Publish: Daily Sun News - Wednesday, November 2 & 9, 2016

**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 **2017 Preliminary Budget** is now open.
2. Public comments will now be received. When you address the Council, begin by stating your name and address for the record.
3. Comments received by mail will now be entered in the record. The City Clerk will read any received.
4. The public testimony portion of this hearing is now closed. No further comments will be received.

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**CITY OF GRANDVIEW
NOTICE OF PUBLIC HEARING
WEST MAIN STREET VACATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grandview, Washington, will hold a public hearing on **TUESDAY, NOVEMBER 22, 2016 at 7:00 p.m.**, in the Council Chambers, 207 West Second Street, Grandview, Washington, to consider a petition to requesting vacation of a portion of West Main Street adjacent to Parcel Nos. 230923-21403, 21405, 21406 and 21418 owned by the State Board for Community and Technical Colleges, Yakima Valley College in the City of Grandview.

Interested persons may appear and be heard at the hearing or written comments may be submitted to the City Clerk, City of Grandview, 207 West Second Street, Grandview, WA 98930, not later than November 22, 2016 at 5:00 p.m. The City of Grandview provides reasonable accommodations to persons with disabilities. We invite any person with special needs to contact the City Clerk at (509) 882-9208 at least seventy-two (72) hours before the meeting to discuss any special accommodations that may be necessary.

CITY OF GRANDVIEW

Anita G. Palacios, MMC, City Clerk

Publish: Daily Sun News – Wednesday, November 2, 2016
Grandview Herald - Wednesday, November 2, 2016

Posted: City Hall, Police Department, Library and YVC Grandview Campus

**CITY OF GRANDVIEW
CITY COUNCIL**

PUBLIC HEARING PROCEDURE

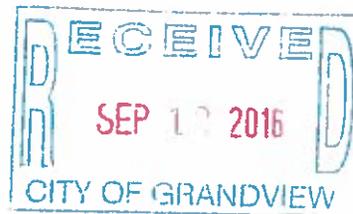
THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS:

MAYOR

1. The public hearing for the purpose of receiving comments on the proposed vacation of a portion of West Main Street adjacent to Parcel Nos. 230923-21403, 21405, 21406 and 21418 owned by the State Board for Community and Technical Colleges, Yakima Valley College in the City of Grandview is now open.
2. Before hearing from the public, Teresa Holland Rich, Vice President for Administrative Services with Yakima Valley College will present their petition to vacate said portion of West Main Street.
3. City Administrator/Public Works Director Cus Arteaga will present the City's staff report.
4. Public comments will now be received. When you address the Council, begin by stating your name and address for the record.
5. Comments received by mail will now be entered in the record. The City Clerk will read any received.
6. The public testimony portion of this hearing is now closed. No further comments will be received.

September 6, 2016

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



RE: Petition for Vacation of that portion of West Main Street adjacent to property owned by YVC,
Parcel Nos. 230923-21403, 21405, 21406, 21418.

Dear City Council Members:

The purpose of this letter is to request that the Grandview City Council consider vacating the section of West Main Street adjacent to Yakima Valley College property that currently divides Parcel Nos: 230923-21403, 21405, 21406, 21418, that are owned by the State Board for Community and Technical Colleges, Yakima Valley College, map attached.

This portion of West Main Street falls within the college's Master Plan and if the Grandview City Council supports this vacation it will allow for the development of an entrance off of Wine Country Road and expansion of the Grandview campus thus allowing YVC to continue serving the educational needs of the Yakima Valley. The college's plan for this parcel calls for future construction of additional college buildings, landscaped entrance, new signage, and parking to the north of West Main Street as shown on the attached 2015 Master Plan Update. Vacation of the subject portion of West Main Street is necessary to allow the college to proceed with its plans for this parcel.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in blue ink that reads "T. Rich".

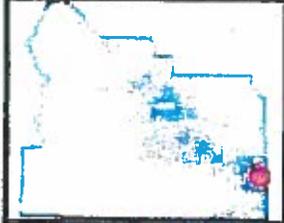
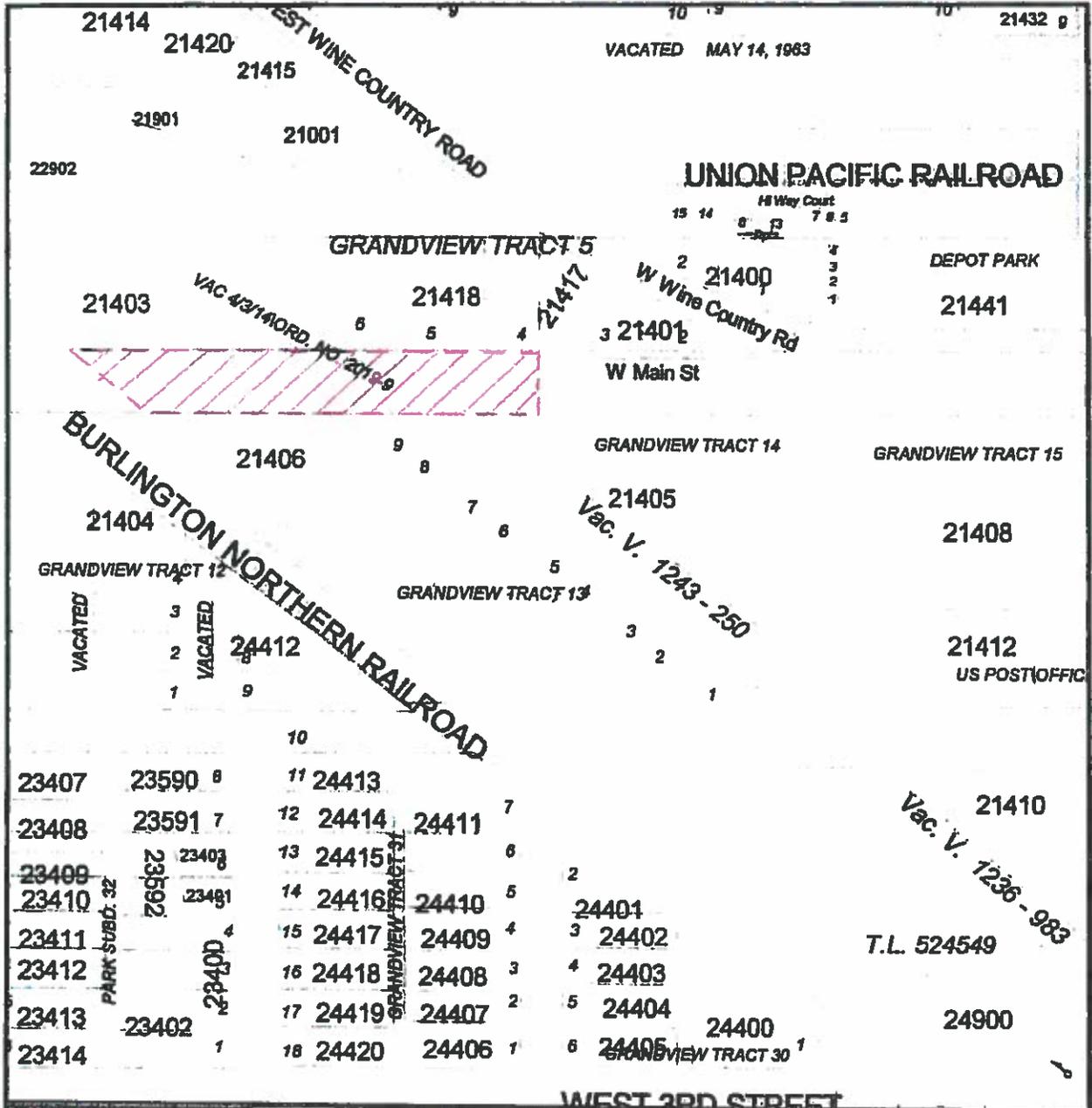
Teresa Holland Rich, Ph.D.
Vice President for Administrative Services

Enc.

Yakima County GIS - Washington Land Information Portal

[\[Print Map\]](#)
[\[Close Map\]](#)

Yakimap.com



Map Center: Range:23 Township:9 Section:23

City Limits
 Sections

WWW.YAKIMAP.COM

Yakima County GIS
 126 N 2nd Street
 Yakima, WA 98901
 (509)674-2992



One Inch = 200 Feet

Feet 100 200 300

MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION

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**CITY OF GRANDVIEW
NOTICE OF PUBLIC HEARING
GROWTH MANAGEMENT ACT UPDATE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grandview, Washington, will conduct a public hearing on **TUESDAY, NOVEMBER 22, 2016 at 7:00 p.m.**, in the Council Chambers, 207 West Second Street, Grandview, Washington, to receive comments on the **City of Grandview's Growth Management Act Update**. The draft updates are available for review at City Hall or on the City's website at www.grandview.wa.us.

Interested persons may appear and be heard at the hearing or written comments may be submitted to the City Clerk, City of Grandview, 207 West Second Street, Grandview, WA 98930, not later than Tuesday, November 22, 2016 at 4:00 p.m. The Grandview City Hall is handicap accessible. Arrangements to reasonably accommodate special needs, including handicap accessibility or interpreter, will be made upon receiving 24-hour advance notice. Contact City Clerk Anita Palacios at (509) 882-9208, located at City Hall, 207 West Second Street.

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

Publish: Daily Sun News – Wednesday, November 9 & 16, 2016
Grandview Herald – Wednesday, November 9 & 16, 2016

**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 City of Grandview's Growth Management Act Update is now open.
2. Before hearing from the public, Larry Mattson, Executive Director with the Yakima Valley Conference of Governments, acting as staff for the City of Grandview, will present the staff report.
3. Public comments will now be received. When you address the Council, begin by stating your name and address for the record.
4. Comments received by mail will now be entered in the record. The City Clerk will read any received.
5. The public testimony portion of this hearing is now closed. No further comments will be received.

STAFF REPORT

TO: Grandview City Council
FROM: Larry Mattson, Executive Director, Yakima Valley Conference of Governments
DATE: November 22, 2016
RE: Public hearing to receive public comments on proposed Grandview GMA Periodic Update

Background

The Growth Management Act (GMA) requires fully planning jurisdictions to review and update their comprehensive plans, development regulations, and critical areas ordinance, every eight years as established by RCW 36.70A.130(5)(c). Grandview's next GMA periodic update is due June 30, 2017. After this date, without a completed update, Grandview will be unable to access Washington State road and water/wastewater infrastructure grants and loans.

In April 2015, staff began drafting work on Grandview's GMA periodic update, including a development regulations update, including proposed updates to Title 14 (Administration and Development Regulations), Title 16 (Subdivisions), and Title 17 (Zoning) of the City of Grandview Municipal Code (GMC); the City of Grandview Comprehensive Plan, and the City of Grandview Critical Areas Ordinance (GMC Chapter 18.06). These revisions are being proposed for compliance with the Washington State Growth Management Act (GMA) and other State requirements, and to ensure continued access to State funding sources.

Comprehensive Plan Update

The Comprehensive Plan Update includes updates to data, maps, text, and goals/policies for the following chapters:

- 1) *Physical Character Element*. The Physical Character Element functions as an inventory of the Best Available Science related to elements of natural systems, which forms the basis for providing information and maps that guide the designation of critical areas. Washington State requires that critical areas be protected by a Critical Areas Ordinance.
- 2) *Land Use Element*. The Land Use Element inventories and analyzes existing land use conditions, provides population forecasts, projects the land use needs for the City during a 20-year planning period, and provides land use goals and policies. The analysis forms the basis of a Future Land Use Map, which designates where Grandview sees future commercial, residential, industrial, and public uses occurring during the 20-year period. Washington State requires that zoning is consistent with and implements the Future Land Use Map.
- 3) *Capital Facilities Element*. The Capital Facilities Element includes an inventory of capital facilities, a forecast of the future need for these facilities, proposed locations for new or expanded facilities, a six-year plan that includes proposed projects, costs, and potential funding sources; and goals and policies.

- 4) *Transportation Element.* The Transportation Element includes an inventory of transportation facilities and services, level of service standards, results of traffic counts conducted in May and June 2010, traffic forecasts for the 20-year planning period, a six-year transportation improvement plan detailing system needs, costs, and potential funding sources; and goals and policies.
- 5) *Housing Element.* The housing element includes an inventory and analysis of existing and projected housing needs, projections of land needed for a variety of housing types during the 20-year planning period, and goals and policies.
- 6) *Utilities Element.* The Utilities Element includes an inventory of private utilities that serve the City of Grandview, discusses potential developments regarding these utilities, and provides goals and policies related to utilities provision.
- 7) *Administration Element.* The Administration Element provides rules and guidance for implementing and amending the Comprehensive Plan.

Proposed Development Regulations Revisions

The proposed development regulations revisions were completed for consistency with the Comprehensive Plan update, and for compliance with the Growth Management Act.

Major proposed revisions include clarifications, additions, or deletions relating to:

- Regulation of family day care providers in single-family home areas as required by RCW 36.70A.450
- Regulation of manufactured homes, as required by RCW 35.21.684, 35.63.160, 35A.21.312 and 36.01.225
- Written findings for subdivision proposals as required by RCW 58.17.110(2)(a)
- Transportation concurrency ordinance as required by RCW 36.70A.070(6)(b), WAC 365-195-510, and WAC 365-195-835
- Other minor corrections or clarifications.

Critical Areas Ordinance Revisions

The proposed Critical Areas Ordinance revisions were completed for consistency with the Comprehensive Plan update, and for compliance with the Growth Management Act. Minor revisions to the Critical Areas Ordinance are proposed so that the provisions in the ordinance are consistent with the current guidance based on best available science for critical areas that is provided by the Washington State Department of Ecology.

Public Hearing

As required by the City of Grandview Municipal Code, notice of this hearing and the nature of the proposed changes were given by publication in the official newspaper of the City at least 14 days prior to the date of the hearing.

Findings and Conclusions

1. The proposed Comprehensive Plan and development regulations updates, and the proposed rezone for Comprehensive Plan implementation, are in keeping with the requirements of the GMA and the City of Grandview's policies, and incorporate and plan for all of the required content listed above.
2. The public use and interest will be served.
3. Environmental (SEPA) review for all proposals has been conducted. A Notice of Application and SEPA checklist were distributed on May 19, 2016 and a Determination of Nonsignificance was issued on June 3, 2016. Comments were received and considered.
4. The proposed amendments were submitted and received by the Department of Commerce for the required 60-day State review on May 19, 2016. The review period expired on July 18, 2016. Comments were received and considered.
5. Adoption of the City of Grandview GMA Periodic Update will constitute fulfillment of all requirements on the part of the City of Grandview to comply with the current Growth Management Act update cycle, for which compliance is required by June 30, 2017 for all jurisdictions in Yakima County.

Recommendation

The Yakima Valley Conference of Governments, acting as staff for the City of Grandview, recommends that the City Council adopt the findings of fact and the proposals as presented.

ORDINANCE NO. 2016-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ADOPTING THE GRANDVIEW GMA PERIODIC UPDATE, INCLUDING UPDATES
TO THE COMPREHENSIVE PLAN, DEVELOPMENT REGULATIONS, AND
CRITICAL AREAS ORDINANCE.**

WHEREAS, in compliance with the Washington State Growth Management Act (GMA), the City of Grandview adopted a Comprehensive Plan in 2006; and

WHEREAS, in compliance with the Washington State Growth Management Act (GMA), the City of Grandview adopted a development regulations update in 2011; and

WHEREAS, in compliance with the Washington State Growth Management Act (GMA), the City of Grandview adopted a critical area update in 2011; and

WHEREAS, in accordance with RCW 36.70A.130, an adopted Comprehensive Plan shall be subject to continuing evaluation and review, and amendments to the Comprehensive Plan shall be considered no more frequently than once every year; and

WHEREAS, the schedule established by the GMA in RCW 36.70A.130(4) mandates each fully planning city in Washington to take action to review and, if necessary, revise its comprehensive plan, development regulations, and critical areas ordinance to ensure compliance with the Growth Management Act; and

WHEREAS, the City has updated the Comprehensive Plan, development regulations, and critical areas ordinance to ensure compliance with any changes to the GMA; to ensure compliance with the Yakima County Countywide Planning Policies; to fully reflect the issues and opportunities facing the City of Grandview; to insure internal and regional consistency; and to revise policies and other language in the plan to update information, improve readability, and eliminate redundancy; and

WHEREAS, the Grandview City Council has reviewed the updated Comprehensive Plan, development regulations, and critical areas ordinance, as required by the GMA; and

WHEREAS, the Comprehensive Plan establishes the community's desirable character and physical pattern of growth and preservation over the next 20 years; and

WHEREAS, the GMA periodic update provides guidance in balancing the development of resources with the preservation of environmental values; and

WHEREAS, the Comprehensive Plan sets goals and policies for growth that will be implemented through the development regulations and critical areas ordinance contained in the Grandview Municipal Code, including the zoning ordinance and official zoning map, in a fiscally and environmentally responsible fashion; and

WHEREAS, the recommended revisions incorporate changes in state law, Countywide Planning Policies, demographics and land use resources;

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

Section 1. Findings and Conclusions. The City Council bases its findings and conclusions on the entire record of testimony and exhibits, including all written and oral testimony before the City Council. The Grandview City Council hereby adopts the following findings and conclusions:

- 1) The City Council adopts and incorporates the foregoing recitals as fully set forth herein.
- 2) *Compliance with the Required Elements of the Comprehensive Plan.* The 20-year Comprehensive Plan adopted herein includes all of the following elements: Land Use, Transportation, Housing, Capital Facilities, Utilities, Physical Character, and Administration.
- 3) *Compliance with Resource and Critical Areas Designation and Regulation.* Potential resource and critical areas are identified in the Natural Systems Element, including critical aquifer recharge areas, wetlands, geologically hazardous areas, and floodplains, using Best Available Science.
- 4) *Compliance with Countywide Policies.* As required by GMA, the Comprehensive Plan incorporates and is consistent with the Yakima County Countywide Planning Policies.
- 5) *Internal Consistency.* The Comprehensive Plan is internally consistent.
 - a. The policies within and among elements are complementary, not contradictory. Both together and separately, they further the goals of the GMA.
 - b. The Comprehensive Plan contains policies, implementation measures, and procedures which provide for its review and adjustment if internal conflicts are identified.
- 6) *Public Participation.* The public review process for the Comprehensive Plan update included a public hearing before the Grandview City Council on November 22, 2016; and consideration during public meetings of the Committee of the Whole on October 11, 2016; as well as public meetings of the Planning Commission held on May 27, 2015; June 24, 2015; August 26, 2015; October 28, 2015; January 27, 2016; April 27, 2016; and August 31, 2016. Notices of public hearings and the nature of the proposed changes were given by publication in the official newspaper of the City at least 14 days prior to the date of the hearing.

- 7) *State Environmental Policy Act.* A Notice of Application and Environmental Review was circulated to SEPA reviewing agencies on May 19, 2016. Comments were received and considered. At the end of the 15-day comment period, a Determination of Nonsignificance was issued on June 3, 2016. One comment letter was received from the Department of Ecology regarding the Critical Areas Ordinance update. These comments were incorporated into the Critical Areas Ordinance draft.
- 8) *Department of Commerce 60-day Review.* The draft Comprehensive Plan was submitted and received by Commerce on May 19, 2016 for the mandatory 60-day review. The 60-day review period expired on July 18, 2016. Comments were received and considered, related to: the timeframe of the 20-year planning period used for Grandview's analysis associated with land and housing needs and their consistency with Yakima County; the timeframe of the six-year capital facilities plan; and the timeframe of the capital facilities information presented from facility plans such as the 2015 Grandview Water System Plan and the 2009 General Sewer Plan.
- 9) *Adoption Constitutes Completion of the GMA Periodic Update Requirements.* Adoption of the City of Grandview GMA Periodic Update will constitute fulfillment of all requirements on the part of the City of Grandview to comply with the current Growth Management Act update cycle, for which compliance is required by June 30, 2017 for all jurisdictions in Yakima County.
- 10) The public use and interest will be served.

Section 2. Adoption of the City of Grandview GMA Periodic Update. The City of Grandview hereby adopts the City of Grandview GMA Periodic Update, a copy of which is attached to this ordinance.

Section 3. Transmittal to State. This ordinance shall be submitted to the Washington Department of Commerce for their records within 10 days of adoption.

Section 4. Severability/Validity. The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The City Council hereby declares that they would have passed this ordinance and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, clauses or phrases were unconstitutional or invalid.

Section 5. Effective Date. 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 December 13, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

RESOLUTION NO. 2016-48

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE 2017 INTERLOCAL CORRECTIONS/
DETENTION AGREEMENT WITH YAKIMA COUNTY**

WHEREAS, the City of Grandview and Yakima County have previously entered into an Interlocal Corrections/Detention Agreement, and

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

WHEREAS, the City of Grandview wishes to continue said 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 enter into the 2017 Interlocal Corrections/Detention Agreement with 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 November 22, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**2017 INTERLOCAL
CORRECTIONS/DETENTION AGREEMENT**

THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between Yakima County (hereinafter the "County") and the City of Grandview (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

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

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to

return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

4.1 Daily Rate for Incarceration. The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

The daily rate for the duration of this Agreement will be per day, per inmate according to **Attachment A**. If for some reason, an agreement between the City/Town and County cannot be reached by January 1, 2017, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2017, once the parties reach an agreement.

4.2 Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

4.3 Inmate Housing Computation. It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

4.4 Inmate Work Crews. Inmate work crews will be contracted through a separate agreement.

4.5 Home Detention. Two home detention services are available for the City's prisoners.

4.5.1 Option A: The County will provide home detention electronic monitoring and reporting services to the City/Town for a cost according to Attachment A. All offender screening, selection, hookups, scheduling, supervision, re-incarceration, and offender fee collections and use will be the province of the City provided: (1) This service contracted city's offenders only AND (2) The City will reimburse the cost to replace any lost, damaged and/or stolen equipment.

4.5.2 Option B: The County will provide any or all of the home detention program service. Those activities shall be operated by mutual agreement and in full compliance with the County's program policies, procedures and practices. The City/Town also agrees to allow the County to collect and keep all participant and other revenues and fees associated with providing home detention services.

- a. The County shall maintain reasonable access to a sufficient supply of field monitoring device (FMD) equipment needed to meet the City/Town home detention service needs. The County shall keep and maintain such equipment in good working order and shall update the equipment as necessary. The County shall also make reasonable efforts to provide the City/Town with additional monitoring capabilities, including but not limited to: alcohol sensors, daily fax on each monitored defendant, and automated notification regarding monitored defendants who are not in compliance with the home detention monitoring program.
- b. The City/Town shall not be liable to the County for the loss of or damage to monitoring equipment caused by defendants and/or offenders provided by the County pursuant to this Agreement. Rather, the County shall seek compensation for lost or damaged monitoring equipment from those monitored defendants and/or offenders who lose or damage such equipment.

4.6 Access to County Computer System. The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. Prisoner Delivery and Notification.

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at its option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

- 6. Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

9.3 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held **(fractionalized as appropriate.)**

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.

14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners; provided, however, that either party may terminate the home detention program specified in Section 4.3.2(a) by providing the other party with thirty (30) days written notice of termination that states the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** The duration of this Agreement shall be from *January 1, 2017 through midnight December 31, 2017*, unless otherwise terminated in accordance with Section 14 of this Agreement.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall 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 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
20. **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.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. 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.

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

TO CITY: Grandview Police Department
Chief Kal Fuller
207 West 2nd Street
Grandview, WA 98930

TO COUNTY: Edmund Campbell, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

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

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2017 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2017 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2017. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2017. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.
25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

CITY OF GRANDVIEW

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

Mayor/City Manager

Michael D. Leita, Chairman

Approved as to form this
____ day of _____

Kevin J. Bouchey, Commissioner

J. Rand Elliott, Commissioner
*Constituting the Board of County Commissioners for Yakima
County, Washington*

Attest:

Tiera Girard
Clerk of the Board

Approved as to Form:

Stefanie Weigand,
Senior Deputy Prosecuting Attorney

Attachment A

YAKIMA COUNTY INTERLOCAL CORRECTIONS AGREEMENT - 2017

Local Detention/Correction Rates:

Daily Housing:

Based on the Monthly Average Daily Population (MADP) sliding scale:

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. This scale does not include those inmates with serious medical, mental health or behavioral conditions as determined by the County. Inmates whose mental health, behavioral or medical conditions require special housing or treatment will be housed at a rate of \$87.95. All other inmates will be housed based on the (MADP):

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$50.60
126-150	\$51.65
101-125	\$52.65
76-100	\$53.70
51-75	\$54.75
26-50	\$55.80
0-25	\$56.80

Billing Detail:

Fractionalized Billing per current practice.

Other special Agreement Conditions:

Yakima County has the following correctional options services.

- **Electronic Home Detention (City determines monitoring and supervision)**
 - Daily Electronic Home Monitoring Equipment \$9.50
 - Daily Electronic Home Supervision \$0.00
 - (Fees collected from client)
- **Work Crews (City may contract through separate agreement)**

Daily Electronic Home Monitoring Equipment is a charge to agencies for the equipment used, should they decide to do their own Home Detention services Yakima County will provide the equipment for the fee listed above.

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ATTACHMENT B
MEDICAL ACCEPTABILITY

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
 - a) Heart disease

- b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
 22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
 23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
 24. Persons requiring CPAP machines as prescribed must be transported with the machine.

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RESOLUTION NO. 2016-49

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT FOR
PARTICIPATION IN THE YAKIMA VALLEY SPECIAL INVESTIGATIONS UNIT**

WHEREAS, the City of Grandview wishes to enter into an interlocal agreement relating to participation by the City of Grandview Police Department in a multi-jurisdictional special investigations unit, to be referred to as the Yakima Valley Special Investigations Unit (YVSIU); and

WHEREAS, the mission and purpose of the YVSIU would be to thoroughly investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high profile incidents where there may be an appearance of a conflict of interest; and

WHEREAS, the City Council finds that it is in the best interest of the City of Grandview that the Mayor be authorized to enter into said interlocal agreement on behalf of the City.

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

The Mayor is hereby authorized to enter into an interlocal agreement for the City of Grandview Police Department to participate in the Yakima Valley Special Investigations Unit 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 22, 2016.

MAYOR

ATTEST:

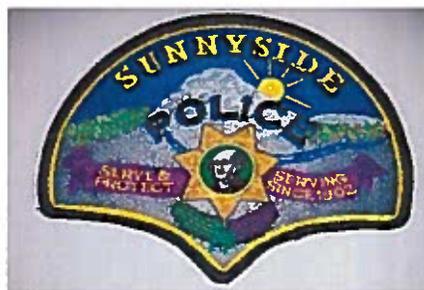
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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Yakima Valley Special Investigations Unit



YVSIU

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STATEMENT OF PURPOSE

The Mission and Purpose of the Yakima Valley Special Investigations Unit (YVSIU) is to thoroughly investigate officer involved incidents which involve great bodily harm or death, in-custody deaths, or other high profile incidents where there may be an appearance of a conflict of interest. The YVSIU will operate primarily within Yakima County or outside the county upon the request of a Chief or Sheriff. The YVSIU will conduct a criminal investigation to develop relevant information to allow a determination of the presence or absence of criminal culpability on the part of those involved in the incident, specifically:

- To determine whether the nature and the quality of the involved conduct is prohibited by statutes which provide for criminal penalties upon conviction, and
- If criminal conduct does exist, determine the identity of the person(s) responsible, and
- If criminal conduct does exist, determine the degree of crime(s), the existence of any factual or legal defenses to that crime, and the presence or absence of any factors which could mitigate or aggravate punishment for that crime.

Once a case has been completed and submitted to the prosecutor, it shall be made available to the Venue and Employer agencies for their internal use.

Criminal investigations shall follow the rules of law established by the State and federal constitutions, statutory and case law which apply to criminal investigations. The investigation shall be performed in a manner that provides both the appearance and the reality of a thorough, fair, complete and professional investigation that is free of conflicts of interest.

Our Goals: To provide quality investigative assistance to all participating law enforcement agencies, especially those departments that may lack the resources to complete objective, thorough and comprehensive investigation. Additionally, we endeavor to:

- Promote public trust by conducting professional multi-jurisdictional investigations of major incidents, primarily law enforcement involved incidents which involve great bodily harm or death.
- Maximize the availability and sharing of the latest technological equipment and techniques.
- Consolidate and utilize the skills of experienced investigators and supervisors.
- Conduct quality investigations in a timely manner.

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MEMBER AGENCIES:

Grandview Police Department

Selah Police Department

Sunnyside Police Department

Toppenish Police Department

Union Gap Police Department

Washington State Patrol

Yakima County Sheriff's Office

Yakima Police Department

EXECUTIVE BOARD:

The Executive Board of the Yakima Valley Special Investigation Unit shall consist of the Sheriff and Police/WSP Chief(s), or their designee, of each Member Agency. Representatives of the Prosecutor's Office and the Coroner's Office will be invited to all Board meetings and their input will be solicited. For voting purposes and decision making, it will be the majority rule of the Executive Board.

The Chairman of the Executive Board will rotate between Yakima County Sheriff, designated upper valley Police Chief and designated lower valley Police Chief every two years. The Chairman of the Executive Board shall schedule a meeting of the Board in January of each year. The purpose of the meeting will be to receive a comprehensive report from the YVSIU Commander concerning activities of the Unit over the past year, address issues pertaining to the operation and support of the Unit, and address changes to the YVSIU protocol. Special meetings may be called at any time by a member of the Executive Board. Special meetings may also be requested by the YVSIU Commander.

YVSIU COMMANDER:

The YVSIU Commanders will be the rank of lieutenant or higher. The YVSIU Commander shall have the responsibility to develop a unit Standard Operating Procedure / Guidelines (SOP/G) and manage and coordinate the readiness and training of the Unit. Candidates for the YVSIU Commander position will be nominated by a member agency and selected by the Executive Board. The YVSIU Commander will report to the Executive Board. The YVSIU Commander will serve two years, but may be extended at the discretion of the Executive Board. A Commander must have strong tact and leadership skills, with experience in criminal investigations and strong working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training.

Operations Chief(s):

The Operations Chief(s) will be a qualified senior supervisor with experience in criminal investigations and knowledge of ICS. The Operations Chief(s) will be nominated by a member agency and selected by the YVSIU Executive Board. The Ops Chief(s) must have strong leadership and organizational skills. They should have a working knowledge of the Incident Command System (ICS) to include completion of ICS 300 and ICS 400 level training and be prepared to assume command in the absence of the YVSIU Commander. The Ops Chief(s) will assist the YVSIU in the development of the SOP/G, oversee investigations and assign YVSIU resources as needed.

Public Information Officer:

The Public Information Officer(s) will be selected from a list of qualified personnel who have attended the basic and advanced PIO training. They should have strong verbal and written communications skills. The PIO(s) will be chosen by the YVSIU Executive Board.

Team Leader:

A Team Leader will be an investigative supervisor. The Team Leader must have good leadership and communication skills; as they will be leading a team of investigators from multiple jurisdictions. The Team Leader(s) will be selected by the YVSIU Commander with the permission of their agency's chief executive or designee.

Investigator:

Investigators will be experienced officers with a background in criminal investigations. They must be adept at working with multiple agencies with a desire to be team players. The Investigators will be selected by the YVSIU Commander with the permission of the investigators agency's chief executive or designee.

Training:

The member agencies will strive to ensure that the Team Leaders and Investigators assigned to YVSIU have the following core classes:

Criminal Investigations

Crime Scene Investigations

Basic Homicide Investigations

Interview and Interrogation

Officer Involved Shooting Investigations / In Custody Death Investigations

Team Leaders and Investigators must have completed five of the six core classes in order to be considered for assignment to YVSIU. Investigators must complete all the core classes within two years of being assigned. In addition, member agencies are expected to provide their investigators with advanced training courses. These courses may include advanced homicide investigation, blood spatter analysis, crime scene photography/videography, and other classes relevant to their assignment with the YVSIU.

ACTIVATION:

1. **Automatic and Immediate:** Upon the occurrence of an officer-involved use of force resulting in great bodily harm or death, or in-custody death. The invocation of this Protocol is automatically and immediately in effect, upon the request of the Venue Agency.
 - A Chief of Police, Sheriff, or WSP Commander, or their designee, shall make the request for the YVSIU to the Yakima County Sheriff's Office Communication Center.
 - Dispatch shall contact the YVSIU Commander through standard call-out procedures identified on the YVSIU phone tree or contact list.
 - The YVSIU Commander shall assign the Operations Chief and Team Leader. The Operations Chief shall be responsible for determining how many investigators will be needed during the initial response.
 - In cases of an officer-involved fatality, the Team Leader shall not be from the employing agency (excluding the WSP).
2. **Other Incidents:** This Protocol may also be invoked for other significant incidents, as approved by the YVSIU Commander.
3. **Non-Member Agencies:** The request for investigative assistance in an officer-involved critical incident shall be made by the chief executive of the non-member venue agency to the YVSIU Commander. The YVSIU Commander will decide if the unit is to be activated.
4. **Invocation When Not Required:**
 - Each member agency of this agreement may invoke this Protocol upon the occurrence of any critical event involving a law enforcement employee which may have possible criminal liability attached. Upon this invocation, the matter will be investigated under the provisions of this Protocol. Member agencies may elect to not participate in the investigation based upon their internal policies and procedures.
 - In lieu of invoking this Protocol, the venue agency may investigate the matter by itself or seek aid from other agencies outside of the Protocol's requirements.

AUTHORITY:

Once the YVSIU has agreed to investigate an incident as requested by the venue agency's chief executive, the YVSIU shall have sole and exclusive authority concerning the investigation of the incident. The YVSIU Commander or designee will provide appropriate case updates to the employer agency's chief executive, or their designee, throughout the course of the investigation.

Washington State Patrol policy directs that the WSP will investigate use of lethal force by its personnel, and that the WSP will not attempt to prevent a concurrent investigation by other agencies with jurisdiction. The YVSIU and WSP should work jointly to criminally investigate the incident if the involved officer is a WSP commissioned employee.

RESPONSIBILITIES:

- The venue agency shall make the initial request to activate the YVSIU.
- The venue agency shall provide a command-level liaison.
- Both the employer agency and venue agency shall make appropriate department personnel available to the YVSIU.
- The venue agency shall make available facilities and equipment as needed by the YVSIU.

COSTS:

Each member agency shall be responsible for their employees' wages and associated personnel costs. The venue agency shall be responsible for all reasonable investigative expenditures. The venue agency shall be advised of all extraordinary costs associated with the investigation.

EVIDENCE:

- Evidence Storage: All evidence shall be stored under the control of the Yakima County Sheriff's Property Room or, in the event of a conflict, it shall be stored at a non-employer agency as designated by the YVSIU Commander. The YVSIU Commander shall coordinate with the member agency's chief executive or designee to ensure compliance with that agency's policies and procedures. The venue agency shall be responsible for storage and handling costs of extraordinary items such as vehicles, HAZMAT, etc.
- Evidence Retention: No evidence shall be released or destroyed without consent or agreement of the other agencies involved in the investigation including the Yakima County Prosecuting Attorney's Office. Once the criminal prosecution is completed all property owned by private citizens will be released in accordance with State Law and involved agency's policies and procedures.

CASE FILES:

- All original reports, statements and other documentation of venue agency employees should be filed and maintained by the Venue Agency or the Yakima County Sheriff's Office. Copies of those reports, statements and other documentation shall be submitted to the YVSIU Commander in a timely manner. Reports filed in Spillman will be segregated.
- Copies of all case files should be made available to the employer agency.
- The complete investigation will be sent to the Prosecutor's Office.

INVESTIGATIVE PRIORITY: The Criminal Investigation has investigative priority over the Administrative Investigation and it begins immediately after an incident has occurred.

INVESTIGATIVE GOALS: The goal of the investigation is to develop all available relevant information about the incident. When the investigation is completed, including all forensic testing, toxicology report and autopsy reports, the case will be submitted to the County Prosecutor. The County Prosecutor will make a final determination on the presence or absence of criminal culpability on the part of those involved in the incident, specifically:

1. To determine presence or absence of criminal culpability on the part of those involved in the incident, specifically:
 - To determine whether the nature and the quality of the conduct involved is prohibited by statutes, which provide for criminal penalties upon conviction; and
 - If criminal conduct does exist, determine the identity of the person(s) responsible for that conduct; and
 - If criminal conduct does exist, determine the degree of crime(s), the existence of any factual or legal defenses to that crime, and the presence or absence of any factors which would mitigate or aggravate punishment for that crime.
2. To incidentally provide factual information to the employer agency's management for its internal use. While the Criminal Investigators do not direct their investigative attention to administrative concerns, it is recognized that the Criminal Investigation's results are of proper interest to agency management for its internal use, and those results are fully available for that purpose.

RESPONSE BY YVSIU: Once the YVSIU activation has been authorized, the YVSIU Commander will direct resources to the investigation. The initial YVSIU response will consist of the Operations Chief, Team Leader and an adequate number of Investigators to handle the investigation. If additional resources are needed as the investigation evolves, that will be at the discretion and direction of the Operations Chief. When possible the Team Leader(s) should not be from the employer agency (excluding the WSP).

INVESTIGATIVE REQUIREMENTS: The investigation is required to follow the rules of law, which apply to all criminal proceedings; these include constitutional, statutory and case law. Detectives will maintain the integrity of the investigation by following the rules of evidence throughout the investigation and consulting with and obtaining the permission of the prosecutor prior to releasing any evidence, to include 911 tapes, witness statements, video, etc.

The investigation will be performed in a manner that provides a thorough, fair, complete and professional investigation, free of conflicts of interest.

VEHICLE INCIDENTS: When requested, the YVSIU will investigate officer involved incidents when the use of a vehicle is an intentional use of force by a police officer that causes great bodily harm or death. In these investigations, the YVSIU will utilize experienced Collision Reconstructionists and appropriate resources.

This section is not to imply YVSIU will be activated in a police involved collision causing great bodily harm or death where the collision was not a result of an intentional use of force.

INVESTIGATOR'S MEETING: After the initial scene has been processed, the Team Leader will conduct a briefing with the Investigators to determine what has been accomplished and what still needs to be accomplished to complete the investigation. Attendees to this meeting will consist of the Operations Chief, Team Leader and key Investigators involved in the investigation.

COMMAND STAFF BRIEFING: The purpose of this briefing is to advise the Command Staff from the employer agency the status of the incident and to determine what information is appropriate for the media releases. In addition to the Command Staff from the employer agency, the attendees to this meeting typically will consist of the YVSIU Commander, Operations Chief, investigative Team Leader and PIO.

SCENE SECURITY: The venue agency will have the responsibility for immediately securing crime scene(s) within its jurisdiction. This responsibility includes preservation of the integrity of the scene(s) and its/their contents, controlling access to the scene(s), and the identification and separation of witnesses. Use of allied agency resources may be necessary to accomplish this task.

PHYSICAL EVIDENCE COLLECTION, PRESERVATION, AND ANALYSIS: Member agencies having the capability to assist YVSIU Investigators in the documentation of the scene(s) and to assist in the collection, preservation, and analysis of physical evidence may do so providing they possess the requisite training and experience.

Prior to final relinquishment of the scene, the Team Leader, crime scene Investigators/professionals, and YVSIU Command Staff will confer to determine if the collection of evidence is complete.

EMPLOYEE RIGHTS: Law enforcement employees have the same rights and privileges regarding YVSIU interviews that any other citizen would have, including the right to remain silent, the right to consult with an attorney prior to an interview, and the right to have an attorney present during the interview.

PUBLIC SAFETY STATEMENT: Public Safety Statements should be taken with consideration of the Employer Agency's policies, procedures and documents.

THE COUNTY PROSECUTING ATTORNEY'S OFFICE: The Yakima County Prosecutor and his/her office have the following role in YVSIU investigations:

1. Assist and advise the investigative teams on various criminal law issues which may arise, such as Miranda, voluntariness, search and seizure, probable cause to arrest, detentions and releases, elements of crimes, immunity and legal defenses. This list is not intended to be all-inclusive.
2. Upon completion of the Criminal Investigation, the Yakima County Prosecutor shall analyze the facts of the incident as well as the relevant law to determine if any criminal charges are appropriate. If the Prosecutor finds, after full evaluation of the facts and law, that the case should be charged out, he/she may prosecute as appropriate. If the Prosecutor does not file criminal charges, he/she shall prepare a written memorandum indicating the reasoning behind the decision.
3. Once the Yakima County Prosecutor determines whether to file or not file criminal charges, he/she will appropriately send the notice/memorandum first to the respective law enforcement agencies as well as the YVSIU alerting them to the decision. Then, the Prosecutor will accordingly send a press release to the media outlets.

REPORT WRITING:

1. All individuals participating in the criminal investigation will write reports documenting their participation.
2. The Investigators within each investigative team will allocate and divide among themselves the responsibility for documenting interviews and observations.
3. Prompt completion and distribution of reports is essential. All involved agencies and investigators will strive for report completion and distribution within 7 days of any investigative activity. The Coroner's report may be delayed beyond 30 days pending results of some scientific tests.

MEDIA RELATIONS:

1. YVSIU: Once the YVSIU has initiated an investigation, all YVSIU media releases related to the investigation shall be made by the YVSIU Public Information Officer (PIO) or other official designee with the approval of the YVSIU Commander after consultation with the employer agency chief executive or designee. The YVSIU will

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release information typically on the day of the incident, an intermediate news release, and then a conclusionary release when the complete investigation is sent to the Prosecutor.

2. **THE EMPLOYER AGENCY:** The employer agency's PIO, or other official designee, will release information in coordination with YVSIU supervisors. It shall be the responsibility of the employer agency to determine when the involved officer's name will be released to the public, pursuant to their policies and procedures. The employer agency may release information regarding the actor's employment history and related performance as an employee. The employer agency is prohibited from releasing information that is likely to affect the integrity of the investigation.

SANCTIONS/REMOVAL OF MEMBER AGENCY:

Willful violations of the protocol agreement will be brought to the attention of the Executive Board by the YVSIU Commander, Operations Chief or Team Leaders. The Executive Board, by majority vote, may elect to immediately stop the investigation and turn the investigation over to the venue agency. A member agency failing to abide by this agreement may also be removed from the YVSIU by a majority vote of the Executive Board.

TERMINATION:

- *A party may terminate this Agreement or, alternatively, withdraw its participation in the YVSIU by providing written notice to the chief law enforcement officer for each member agency of its intent to terminate or withdraw from this agreement. A notice of termination or withdrawal shall become effective upon the latter of: a) 30 days after service of the notice on the chief law enforcement officers for all member agencies; or b) at the conclusion of any YVSIU investigation that is pending on the date specified by (a) above."*

STATUS OF OFFICERS ASSIGNED TO YVSIU:

- Pursuant to RCW 10.93.050, each officer assigned to the YVSIU remains the employee of the party who hired the officer, and is not an employee of any other member agency.
- Member agencies shall not allow officers subject to the provisions in *Brady V. Maryland* to be assigned to YVSIU.

HOLD HARMLESS:

- Pursuant to RCW 10.93.040, it is understood and agreed that each member agency, its agents, employees, and insured's do not, by virtue of these Protocols, assume any responsibility or liability for the actions of another agency's officers.
- The member agencies agree to indemnify and hold each other harmless from any and all liability, loss, damage, or claims, of any description, which restful from the actions, inactions, negligence of their

employees, officers, and/or agents, that each may suffer arising out of, or in connection with, these Protocols.

DEFINITIONS:

Employer Agency: The agency who employs the officer(s) who use lethal force.

Venue Agency: The agency having jurisdiction of the incident.

Member Agency: Signatories to the agreement who have personnel assigned to YVSIU.

RESOLUTION NO. 2016-50

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING SECTION 4. AGENDA, 4.3 ORDER OF BUSINESS OF THE
GRANDVIEW CITY COUNCIL PROCEDURES MANUAL**

WHEREAS, the City Council of the City of Grandview adopted a new Grandview City Council Procedures Manual by Resolution No. 2016-23 at their regular meeting on April 26, 2016; and

WHEREAS, the City Council desires to make certain amendments to Section 4. Agenda, 4.3 Order of Business of said Procedures Manual,

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

Section 1: Grandview City Council Procedures Manual Section 4. Agenda, 4.3 Order of Business, (d) Public Comment, which reads as follows:

(d) Public Comment - at which time the public may address the Council on items on the agenda.

is hereby amended to read as follows:

(d) 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.

Section 2: Grandview City Council Procedures Manual Section 4. Agenda, 4.3 Order of Business, (i) Mayor & Councilmember Meeting Reports, which reads as follows:

(i) Mayor & Councilmember Meeting Reports

is hereby amended to read as follows:

(i) Mayor & Councilmember Reports

Section 3: Except as specifically amended herein, all other provisions of the Grandview City Council Procedures Manual remain unchanged.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 22, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY