

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, JANUARY 10, 2017**



<b><u>REGULAR MEETING – 7:00 PM</u></b>		<b><u>PAGE</u></b>
<b>1.</b>	<b>CALL TO ORDER &amp; ROLL CALL</b>	
<b>2.</b>	<b>PLEDGE OF ALLEGIANCE</b>	
<b>3.</b>	<b>PRESENTATIONS</b>	
<b>A.</b>	2015 Wastewater Treatment Plant Outstanding Performance Award – Washington State Department of Ecology	<b>1</b>
<b>4.</b>	<b>PUBLIC COMMENT</b> – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.	
<b>5.</b>	<b>CONSENT AGENDA</b> – 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.	
<b>A.</b>	Minutes of the December 13, 2016 Committee-of-the-Whole meeting	<b>2-6</b>
<b>B.</b>	Minutes of the December 13, 2016 Council meeting	<b>7-13</b>
<b>C.</b>	Payroll Electronic Fund Transfers (EFT) Nos. 5676-5680 in the amount of \$76,389.65	
<b>D.</b>	Payroll Electronic Fund Transfers (EFT) Nos. 5686-5691 in the amount of \$86,352.03	
<b>E.</b>	Payroll Check Nos. 9295-9353 in the amount of \$108,061.98	
<b>F.</b>	Payroll Direct Deposit 12/1/16 – 12/15/16 in the amount of \$94,520.28	
<b>G.</b>	Payroll Direct Deposit 12/16/16 – 12/31/16 in the amount of \$100,260.66	
<b>H.</b>	Claim Check Nos. 111912-112103 in the amount of \$566,181.88	
<b>I.</b>	Benton County Mosquito Control Board Appointment – Rudy Cortez	<b>14</b>
<b>J.</b>	Ordinance No. 2017-1 amending Sections of the Grandview Municipal Code Title 14 Administration of Development Regulations, Title 16 Subdivisions and Title 17 Zoning to comply with the adoption of the Grandview Growth Management Act Periodic Update – Development Regulations	<b>15-28</b>
<b>K.</b>	Ordinance No. 2017-2 amending Sections of the Grandview Municipal Code Title 18 Environmental Protection Chapter 18.06 Critical Areas to comply with the adoption of the Grandview Growth Management Act Periodic Update – Critical Areas Ordinance	<b>29-67</b>
<b>6.</b>	<b>ACTIVE AGENDA</b> – 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).	
<b>A.</b>	Notice of Intent to Apply for Funding Assistance to the USDA Rural Development for the purchase of a fire truck and equipment	<b>68</b>
<b>B.</b>	Resolution No. 2017-1 authorizing the Mayor to obligate USDA Rural Development funding for the purchase of a fire truck and equipment	<b>69-75</b>

**Agenda continued on next page**

C.	Ordinance No. 2017-3 approving a Franchise Agreement between the City of Grandview and Mobilitie, LLC	76-107
D.	Resolution No. 2017-2 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid	108-114
E.	Resolution No. 2017-3 amending Section 7.07 of the City's Personnel Manual as it relates to medical and disability insurance	115-116
F.	Basin Integrated Plan Economic Study – Policy Brief and Contribution Request	117

**7. UNFINISHED AND NEW BUSINESS**

**8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**

**9. MAYOR & COUNCILMEMBER REPORTS**

**10. ADJOURNMENT**



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

August 30, 2016

The Honorable Norm Childress  
Mayor of Grandview  
207 W 2nd St  
Grandview, WA 98930



Dear Mayor Childress:

Congratulations! The City of Grandview Wastewater Treatment Plant is receiving the 2015 "Wastewater Treatment Plant Outstanding Performance" award. Of approximately 300 wastewater treatment plants statewide, yours is one of 119 that achieved full compliance with its National Pollutant Discharge Elimination System (NPDES) permit in 2015.

My staff evaluated wastewater treatment plants in Washington for compliance with the effluent limits, monitoring and reporting requirements, spill prevention planning, pretreatment, and overall operational demands of the NPDES permit.

It takes diligent operators and a strong management team, working effectively together, to achieve this high level of compliance. It is not easy to operate a wastewater treatment plant 24 hours a day, 365 days a year, without violations. The Washington State Department of Ecology (Ecology) appreciates the extraordinary level of effort your plant operators demonstrated throughout 2015. Talented and proficient operators are critical to successful plant operations and protecting the health of Washington's waters. Your excellent record is a credit to the dedicated operators who are responsible for operating the award-winning City of Grandview Wastewater Treatment Plant.

Ecology will issue a news release recognizing the 2015 award recipients including the City of Grandview Wastewater Treatment Plant.

Please call Donna Smith at 509-575-2612 if you have any questions or comments about your award.

Thank you for the excellent service you provide. Congratulations!

Sincerely,

Heather R. Bartlett  
Water Quality Program Manager



**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING MINUTES  
DECEMBER 13, 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, Dennis McDonald, Gloria Mendoza and Bill Moore. Councilmember Joan Souders arrived at 6:05 p.m. Councilmember Javier Rodriguez arrived at 6:15 p.m.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Parks & Recreation Director Mike Carpenter, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios.

**3. CITIZEN PARTICIPATION – None**

**4. NEW BUSINESS**

**A. Benton County Mosquito Control Board Appointment**

Benton County Mosquito Control District informed the City that the two year term of Rudy Cortez as a trustee on the Benton County Mosquito Control Board would expire on December 31, 2016. Mr. Cortez expressed interest in serving another two year term. The District recommended the City reappoint Mr. Cortez for another two year term beginning January 1, 2017 and ending December 31, 2018.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember McDonald, the C.O.W. moved the appointment of Rudy Cortez to the Benton County Mosquito Control Board to a regular Council meeting for consideration.**

**B. Municipal Court Judge Appointments and Resolution authorizing the Mayor to sign an Interlocal Agreement between Yakima County and the City of Grandview for Municipal Court Services**

City Clerk Palacios explained that RCW 3.50.040 required that the City appoint a municipal judge or judges to preside over the Grandview Municipal Court either every four years or when there was a change. Yakima County requested that the following judges be appointed effective January 13, 2017 through January 13, 2021 as Grandview Municipal Court judges: Judge Donald Engel, Judge Kevin Roy, Judge Brian Sanderson, Judge Alfred Schweppe, Commissioner Kevin Eilmes.

On February 1, 2007, the City began contracting with Yakima County District Court for Grandview Municipal Court services. The contract with Yakima County was set to expire

December 31, 2016. The County provided a draft agreement for the City's review which would begin January 1, 2017 through December 31, 2017. Staff noted that the previous contract was for a 10-year term and the new contract was for a one-year term. Staff was advised by Therese Murphy, District Court Manager for Yakima County Courts that the County wanted to enter into a multiyear contract, but was concerned with the cost of probation services. The County currently provided probation services to all municipalities at no cost and they were assessing whether that approach was sustainable. The indication was that it was not. They were not quite sure what that meant for the cities, but they wanted to be able to address this next year for the 2018 budget. Early in 2017, the County would be meeting with municipalities to discuss further.

Discussion took place.

Council expressed concern with Yakima County requesting the appointment of the Municipal Court Judges for a four-year term, but only proposing a one year contract term for Municipal Court Services.

Following discussion, Council moved these items to the January 13, 2017 C.O.W. meeting and directed staff to invite the Yakima County District Court Manager to the meeting to provide clarification.

**C. Resolution accepting 2016 Resurfacing Improvements project as complete**

City Administrator Arteaga explained that Granite Construction Company completed the construction of the 2016 Resurfacing Improvements. Staff recommended Council accept the project as complete once the requirements in the November 22, 2016 letter from HLA Engineering and Land Surveying, Inc., had been satisfied.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Rodriguez, the C.O.W. moved a resolution accepting 2016 Resurfacing Improvements project as complete to the December 13, 2016 regular Council meeting for consideration.

**D. Resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid**

City Administrator Arteaga explained that on August 3, 2016, the City submitted a TIB grant funding application to the 2016 Arterial Preservation Program in the amount of \$369,702 for a grind and overlay of West Fifth Street from Larson Street to Euclid Road. On November 18, 2016, the City was awarded FY 2018 Overlay Project funding from the Washington State Transportation Improvement Board (TIB) in the amount of \$369,702 for the West Fifth Street from Larson to Euclid grind and overlay project. The City would be required to provide a 10% local match in the amount of \$41,078 which would be funded through the Transportation Benefit District. The project was scheduled for construction in the spring of 2017. The Fuel Tax Grant Agreement with TIB grant required Council approval.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2018 Overlay Project, Multiple Locations, TIB Project Number 3-E-183(005)-1 West Fifth Street from Larson to Euclid to the January 10, 2017 regular Council meeting for consideration.

- E. **Resolution accepting the bid for Municipal Pool Improvements – Phase 2A and authorizing the Mayor to sign all contract documents with Fencing & Awning, Inc.; Resolution accepting the bid for Municipal Pool Improvements – Phase 2B and authorizing the Mayor to sign all contract documents with TTC Construction, Inc.; and Resolution accepting the bid for Municipal Pool Improvements – Phase 2C and authorizing the Mayor to sign all contract documents with Bestebreur Bros. Construction, Inc.**

Parks & Recreation Director Carpenter explained that at the August 9, 2016 regular meeting, Council was advised that the City opened bids for the Municipal Pool Improvements – Phase 2 on June 21, 2016. Only one bid was received in the amount of \$399,930.27. The bid price significantly exceeded budgeted amounts for construction. At that meeting, staff recommended to revise and restructure the bid documents and rebid the project in small phases of work, giving opportunity for smaller local contractors to competitively bid similar trades of work. It was anticipated that this approach would reduce the overall project cost so improvements could be completed within the available project budget and in time for the 2017 pool opening.

Bids for the Municipal Pool Improvements – Phase 2A (barrier and crowd control fencing improvements) were opened on December 6, 2016. A total of two (2) bids were received with Fencing & Awning, Inc., of Moxee, Washington, submitting the low bid in the amount of \$55,569.38, including sales tax. This bid included the alternate which called for vinyl coating chain-link fencing. The low bid was approximately 12 percent below the City Engineer's estimate of \$63,250.98.

Bids for the Municipal Pool Improvements – Phase 2B (utility, drainage/deck improvements) were opened on December 6, 2016. A total of three (3) bids were received with TTC Construction, Inc., of Yakima, Washington, submitting the low bid in the amount of \$69,163.90, including sales tax. The low bid was approximately 13 percent above the City Engineer's estimate of \$60,963.50.

Bids for the Municipal Pool Improvements – Phase 2C (pool deck lighting and electrical improvements) were opened on December 6, 2016. A total of three (3) bids were received with Bestebreur Bros. Construction, Inc., of Sunnyside, Washington, submitting the low bid in the amount of \$119,718.29, including sales tax. The low bid was approximately 3 percent below the City Engineer's estimate of \$124,085.00.

There was currently \$252,500 in the 2017 Capital Improvement Fund for the three components of Phase 2. The total of all three bids including sales tax was \$244,451.36 which was \$8,000 under budget.

He recommended Council move all three bid recommendations to the regular Council meeting agenda since there were time sensitive issues regarding contractors ordering materials and supplies needed to get the work completed before the 2017 pool season.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved a resolution accepting the bid for Municipal Pool Improvements – Phase 2A and authorizing the Mayor to sign all contract documents with Fencing & Awning, Inc.; a resolution accepting the bid for Municipal Pool Improvements – Phase 2B and authorizing the Mayor to sign all contract documents with TTC Construction, Inc.; and a resolution accepting the bid for Municipal Pool Improvements – Phase 2C and authorizing the Mayor to sign all contract documents with Bestebreur Bros. Construction, Inc., to the December 13, 2016 regular Council meeting for consideration.**

**F. Resolution amending Section 7.07 of the City’s Personnel Manual as it relates to medical and disability insurance**

City Administrator Arteaga explained that the City’s Personnel Policy Manual was adopted on May 5, 2008. Beginning January 1, 2016, the non-union employees began contributing 10% towards the cost of medical insurance. In addition, the City contributed \$700 annually into a Voluntary Employees’ Beneficiary Association (VEBA) trust account for each full time non-union City employee. Staff recommended the City continue the 90% employer paid and 10% employee paid cost of medical insurance for full time non-union employees and the \$700 annual contribution to the non-union employee VEBA trust accounts.

Discussion took place.

**On motion by Councilmember Mendoza, second by Councilmember Souders, the C.O.W. moved a resolution amending Section 7.07 of the City’s Personnel Manual as it relates to medical and disability insurance to the January 10, 2017 regular Council meeting for consideration.**

**G. Basin Integrated Plan Economic Study – Policy Brief and Contribution Request**

City Administrator Arteaga explained that at the November 22, 2016 regular meeting, Executive Director Larry Mattson with the Yakima Valley Conference of Governments (YVCOG) presented the Basin Integrated Plan Economic Study – policy brief and contribution request. The City’s per-capita contribution to generate \$10,000 toward the economic benefit study would be \$676.34.

Discussion took place.

Following discussion, Council moved this item to the January 10, 2017 C.O.W. meeting for consideration and directed staff to obtain additional information from YVCOG regarding which cities have agreed to contribute and whether the City would have any input in the study.

**5. OTHER BUSINESS – None**

6. **ADJOURNMENT**

The study session adjourned at 6:50 p.m.

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Mayor Norm Childress

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
DECEMBER 13, 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, Dennis McDonald, Gloria Mendoza, Bill Moore, Javier Rodriguez and Joan Souders.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Assistant Public Works Director Santos Trevino, Fire Chief Pat Mason, Parks & Recreation Director Mike Carpenter and City Clerk Anita Palacios.

**2. PLEDGE OF ALLEGIANCE**

Sienna Black led the pledge of allegiance.

**3. PRESENTATIONS**

**A. Good Samaritan Awards – Gretchen Chronis, Donacio H. Balderas-Lucas and Richard Zook**

Fire Chief Mason presented Good Samaritan awards to Gretchen Chronis, Donacio H. Balderas-Lucas and Richard Zook for their assistance in saving a life during a medical emergency that occurred in September on Carriage Square Drive.

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

On motion by Councilmember Mendoza, second by Councilmember Souders, Council added the following Active Agenda items to the Consent Agenda for consideration:

- Resolution No. 2016-51 accepting the bid and authorizing the Daily Sun News as The Official City Newspaper for the year 2017
- Ordinance No. 2016-32 adopting the Grandview Growth Management Act Periodic Update, including an updated Comprehensive Plan, Development Regulations and Critical Areas Ordinance

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

- A. Minutes of the November 22, 2016 Committee-of-the-Whole meeting
- B. Minutes of the November 22, 2016 Council meeting
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5668-5673 in the amount of \$133,363.19
- D. Payroll Check Nos. 9256-9294 in the amount of \$37,330.86
- E. Payroll Direct Deposit 11/16/16 – 11/30/16 in the amount of \$152,322.67
- F. Claim Check Nos. 111793-111911 in the amount of \$177,689.28

- G. **Resolution No. 2016-51 accepting the bid and authorizing the Daily Sun News as The Official City Newspaper for the year 2017**
- H. **Ordinance No. 2016-32 adopting the Grandview Growth Management Act Periodic Update, including an updated Comprehensive Plan, Development Regulations and Critical Areas Ordinance**

6. **ACTIVE AGENDA**

- A. **Notice of Intent to Apply for Funding Assistance to the USDA Rural Development for the purchase of a fire truck and equipment**

City Administrator Arteaga explained that at the November 9, 2016 and November 22, 2016 C.O.W. meetings discussion took place regarding purchasing a fire truck and equipment utilizing USDA funding assistance.

Marti Canatsey, Community Programs Specialist with USDA Rural Development, explained that USDA RD provides loans to develop essential community facilities in cities with populations up to 20,000 per the 2010 Census. Applicants must be unable to obtain funds from other sources at reasonable rates and terms, have the legal authority to borrow and repay loans, and obtain security. Loan funds may be used to purchase equipment required for its operation. Applications selected for funding were based on a priority point system and projects that would provide public safety would receive priority. Funding was provided through a competitive process. Loan repayment terms may not be longer than the useful life of the purchase, state statutes, or a maximum of 40 years, whichever was less. Interest rates were set quarterly by Rural Development and were based on current market yields for municipal obligations. The current interest rate was 2.375%. Once the loan was approved, the interest rate would be fixed for the entire term of the loan. There would be no pre-payment penalties.

Discussion took place.

Councilmember Everett expressed opposition to the purchase of the fire truck and provided a written statement to be attached to the minutes.

**On motion by Councilmember Mendoza, second by Councilmember McDonald, Council moved the Notice of Intent to Apply for Funding Assistance to the USDA Rural Development for the purchase of a fire truck and equipment to the January 10, 2017 regular meeting for consideration.**

A roll call was requested with Councilmembers Mendoza, Moore, Rodriguez and McDonald voting in favor and Councilmembers Everett and Brewer voting in opposition.

City Clerk Palacios advised that a Public Meeting and Notice of Intent to Apply for Funding Assistance to the USDA Rural Development for the purchase of a Fire Truck and Equipment would be published in the Daily Sun News on December 19, 2016 giving notice that the City would be submitting an application for funding assistance to Rural Development and a public meeting would be held on January 10, 2017 to receive public comments on the application. In addition, a resolution authorizing the submittal of the application would be presented for Council consideration at the January 10, 2017 meeting.

- B. Resolution No. 2016-52 authorizing the Mayor to sign Supplemental Agreement Number 2 with HLA Engineering and Land Surveying, Inc., for professional engineering services relating to the Old Inland Empire Highway Improvements**

This item was previously discussed at the November 22, 2016 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Resolution No. 2016-52 authorizing the Mayor to sign Supplemental Agreement Number 2 with HLA Engineering and Land Surveying, Inc., for professional engineering services relating to the Old Inland Empire Highway Improvements.

- C. Ordinance No. 2016-26 establishing a Debt Service Fund for repayment of a Supporting Investments in Economic Diversification (SIED) Loan from Yakima County for costs associated with infrastructure improvements related to water, sewer, irrigation and roadway improvements south of Wine Country Road between Fir Street and the SVID canal**

This item was previously discussed at the November 22, 2016 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Mendoza, Council approved Ordinance No. 2016-26 establishing a Debt Service Fund for repayment of a Supporting Investments in Economic Diversification (SIED) Loan from Yakima County for costs associated with infrastructure improvements related to water, sewer, irrigation and roadway improvements south of Wine Country Road between Fir Street and the SVID canal.

- D. Ordinance No. 2016-27 establishing a Debt Service Fund for repayment of a Supporting Investments in Economic Diversification (SIED) Loan from Yakima County for costs associated with infrastructure improvements related to Euclid/WCR Intersection and widening of Forsell Road from Wallace Way to Euclid Road**

This item was previously discussed at the November 22, 2016 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Everett, Council approved Ordinance No. 2016-27 establishing a Debt Service Fund for repayment of a Supporting Investments in Economic Diversification (SIED) Loan from Yakima County for costs associated with infrastructure improvements related to Euclid/WCR Intersection and widening of Forsell Road from Wallace Way to Euclid Road.

- E. Ordinance No. 2016-28 amending 2016 annual budget**

This item was previously discussed at the November 22, 2016 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Ordinance No. 2016-28 amending 2016 annual budget.

**F. Ordinance No. 2016-29 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2017**

This item was previously discussed at the November 22, 2016 C.O.W. meeting and a public hearing was held at the November 22, 2016 regular meeting.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Ordinance No. 2016-29 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2017.**

**G. Ordinance No. 2016-30 amending the City of Grandview 2017 non-union salary schedule**

This item was previously discussed at the November 22, 2016 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Mendoza, Council approved Ordinance No. 2016-30 amending the City of Grandview 2017 non-union salary schedule.**

**H. Ordinance No. 2016-31 vacating a portion of West Main Street adjacent to property owned by Yakima Valley College pursuant to Chapter 35.79 RCW and establishing an effective date**

This item was previously discussed at the October 11, 2016 C.O.W. meeting and October 25, 2016 regular Council meeting. A public hearing on this item was held at the November 22, 2016 regular Council meeting.

Councilmember Brewer requested that the ordinance be amended to include the following in the recital:

*WHEREAS, the City has received no objections to the request, including from owners of adjacent property, to include the Dairy Queen restaurant; and*

**On motion by Councilmember Moore, second by Councilmember McDonald, Council approved the amendment to the ordinance.**

**On motion by Councilmember Moore, second by Councilmember McDonald, Council approved Ordinance No. 2016-31 vacating a portion of West Main Street adjacent to property owned by Yakima Valley College pursuant to Chapter 35.79 RCW and establishing an effective date, as amended.**

**I. Resolution No. 2016-53 accepting 2016 Resurfacing Improvements project as complete**

This item was previously discussed at the December 13, 2016 C.O.W. meeting.

**On motion by Councilmember Everett, second by Councilmember Rodriguez, Council approved Resolution No. 2016-53 accepting 2016 Resurfacing Improvements project as complete.**

**J. Resolution No. 2016-54 accepting the bid for Municipal Pool Improvements – Phase 2A and authorizing the Mayor to sign all contract documents with Fencing & Awning, Inc.**

This item was previously discussed at the December 13, 2016 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2016-54 accepting the bid for Municipal Pool Improvements – Phase 2A and authorizing the Mayor to sign all contract documents with Fencing & Awning, Inc.

**K. Resolution No. 2016-55 accepting the bid for Municipal Pool Improvements – Phase 2B and authorizing the Mayor to sign all contract documents with TTC Construction, Inc.**

This item was previously discussed at the December 13, 2016 C.O.W. meeting.

On motion by Councilmember McDonald, second by Councilmember Mendoza, Council approved Resolution No. 2016-55 accepting the bid for Municipal Pool Improvements – Phase 2B and authorizing the Mayor to sign all contract documents with TTC Construction, Inc.

**L. Resolution No. 2016-56 accepting the bid for Municipal Pool Improvements – Phase 2C and authorizing the Mayor to sign all contract documents with Bestebreur Bros. Construction, Inc.**

This item was previously discussed at the December 13, 2016 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Mendoza, Council approved Resolution No. 2016-56 accepting the bid for Municipal Pool Improvements – Phase 2C and authorizing the Mayor to sign all contract documents with Bestebreur Bros. Construction, Inc.

**7. UNFINISHED AND NEW BUSINESS**

**A. December 27, 2016 Council Meeting Cancellation**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council cancelled the December 27, 2016 regular Council meeting due to a lack of agenda items.

**8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**

2017 Funding Application Cycles Schedule – City Administrator Arteaga distributed the 2017 funding application cycle schedule for the various funding agencies which identified the Council requirement process for application.

OIE Water Main Improvements – Ste. Michelle Vault – City Administrator Arteaga reported that during the OIE water main improvements, the contractor uncovered a concrete vault that crosses West Fifth Street belonging to Ste. Michelle Wine Estates. The vault contains piping

11

from the winery to the storage tanks across the street and electrical conduit. The City was unaware of the vault which caused additional costs to the project. Ste. Michelle was billed the additional costs. In addition, Ste. Michelle would be providing the City with a utility easement for the vault and an engineering report on the stability of the vault.

Stassen Way Dust Control Improvements – City Administrator Arteaga reported that SVID agreed to allow the City to make improvements on SVID’s right-of-way along Stassen Way for dust control and also would participate in the project by providing 10-12 large truckloads of rock.

**9. MAYOR & COUNCILMEMBER MEETING REPORT**

Council Meeting Presentations & Sound System – Councilmember Brewer requested that staff provide a Powerpoint presentation for next year’s budget and amplify the sound system in the Council Chambers.

YVCOG General Membership Meeting – Yakima Valley Conference of Governments' December General Membership Meeting and 50th Anniversary Celebration was scheduled for December 14th, 6:30 p.m. at the Harman Center in Yakima.

**10. ADJOURNMENT**

**On motion by Councilmember Mendoza, second by Councilmember Moore, Council adjourned the meeting at 8:25 p.m.**

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Mayor Norm Childress

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Anita Palacios, City Clerk

Anyone would like to have a shiny new fire truck for Christmas, however, I must speak in opposition to the Application to borrow approximately half a million dollars to buy a new fire truck.

Purchase of a new fire truck will not have any immediate or singular impact on the fire rating.

Based on the statements from the School District and their seeking of a new High School, the citizens of Grandview are Taxed to the Max.

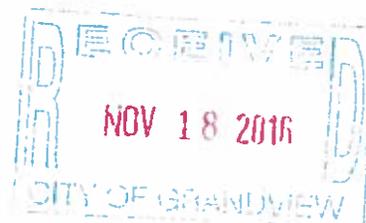
Finally, as times have changed, the Fire Department has few fire calls and more and more medical EMT calls. The current fire truck is fully functional and is not in immediate need of repair etc.

So, after long and hard thought, I cannot agree that now is the time for the City of Grandview to take on more long term debt, and I cannot support the borrowing of this money for a new fire truck.

# Benton County Mosquito Control District

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November 16, 2016



Mayor Norm Childress  
City of Grandview  
207 W. 2nd Street  
Grandview, WA 98930

Your Honor:

I am writing to inform you that the two year term of Mr. Rudy Cortez as a trustee on the Benton County Mosquito Control Board will expire on December 31, 2016. Mr. Cortez has expressed interest in serving another two year term. Mr. Cortez has attended 12 out of 13 meetings during this term, with one excused absence.

Mr. Cortez has been a valuable asset to the District during his term, therefore I recommend that the City of Grandview reappoint Mr. Cortez for another two year term beginning January 1, 2017 and ending December 31, 2018. The Board would appreciate notification of the appointment as soon as possible.

Thank you for your attention to this matter.

Sincerely,

Gloria W. Lawson  
Office Administrator



W

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
CITY COUNCIL MEETING**

**ITEM TITLE**

Ordinance No. 2017-1 amending Sections of the Grandview Municipal Code Title 14 Administration of Development Regulations, Title 16 Subdivisions and Title 17 Zoning to comply with the adoption of the Grandview Growth Management Act Periodic Update – Development Regulations

AND

Ordinance No. 2017-2 amending Sections of the Grandview Municipal Code Title 18 Environmental Protection Chapter 18.06 Critical Areas to comply with the adoption of the Grandview Growth Management Act Periodic Update – Critical Areas Ordinance

**AGENDA NO.:** Consent 5 (J) & (K)

**AGENDA DATE:** January 10, 2017

**DEPARTMENT**

Planning

**FUNDING CERTIFICATION**

City Treasurer (If applicable)

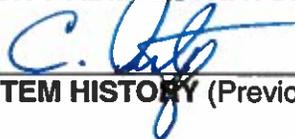
**DEPARTMENT DIRECTOR REVIEW**

Anita Palacios, City Clerk



**CITY ADMINISTRATOR**

**MAYOR**




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

At the December 13, 2016 meeting, Council approved Ordinance No. 2016-32 adopting the Grandview Growth Management Act Periodic Update, including an updated Comprehensive Plan, Development Regulations and Critical Areas Ordinance.

These items were previously reviewed by the Council during public meetings on October 11, 2016 and October 25, 2016, as well as a public hearing on November 22, 2016.

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

To codify revisions to the Grandview Municipal Code outlined by the adoption of the Grandview Growth Management Act Periodic Update, Ordinance No. 2017-1 was prepared to amend Titles 14, 16, and 17 (development regulations) and Ordinance No. 2017-2 was prepared to amend Title 18 Environmental Protection (critical areas ordinance).

**ACTION PROPOSED**

Approve Ordinance No. 2017-1 amending Sections of the GMC Title 14 Administration of Development Regulations, Title 16 Subdivisions and Title 17 Zoning to comply with the adoption of the Grandview GMA Periodic Update – Development Regulations AND Ordinance No. 2017-2 amending Sections of the GMC Title 18 Environmental Protection Chapter 18.06 Critical Areas to comply with the adoption of the Grandview GMA Periodic Update – Critical Areas Ordinance.

**ORDINANCE NO. 2017-1**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING SECTIONS OF THE GRANDVIEW MUNICIPAL CODE TITLE 14  
ADMINISTRATION OF DEVELOPMENT REGULATIONS, TITLE 16 SUBDIVISIONS  
AND TITLE 17 ZONING TO COMPLY WITH THE ADOPTION OF THE GRANDVIEW  
GROWTH MANGEMENT ACT PERIODIC UPDATE –  
DEVELOPMENT REGULATIONS**

**WHEREAS**, in compliance with the Washington State Growth Management Act (GMA), the Grandview City Council adopted by Ordinance No. 2016-32 the Grandview Growth Management Act periodic update including an updated Comprehensive Plan, development regulations and critical areas ordinance; and

**WHEREAS**, in accordance with Ordinance No. 2016-32, development regulations were updated to ensure compliance with any changes to the GMA; and

**WHEREAS**, the development regulations update included revisions to Grandview Municipal Code Title 14 Administration of Development Regulations, Title 16 Subdivisions and Title 17 Zoning,

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

**SECTION 1.** Grandview Municipal Code Section 14.10.100 Project review, which reads as follows:

14.10.100 Project review.

A. Certificate of Concurrencey.

1. A concurrency evaluation shall be completed by the administrative official at the time a development permit is applied for or during the course of permit review. The administrative official shall conclude the review by either determining the proposed project does not meet LOS standards, or is exempt from concurrency review, or meets LOS standards whereby a certificate of concurrence shall be issued and attached to the development permit application.

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

14.10.100 Project review.

A. Certificate of Concurrencey.

1. A concurrency evaluation shall be completed by the administrative official at the time a development permit is applied for or during the course of permit review. The administrative official shall conclude the review by either determining the proposed project does not meet LOS standards, or is exempt from concurrency review, or meets LOS standards whereby a certificate of concurrence shall be issued and attached to the development permit application. **A proposed project that does not meet**

16

LOS standards shall be prohibited unless mitigation methods, as described in GMC 14.10.110, are implemented to meet LOS standards.

**SECTION 2.** Grandview Municipal Code Section 16.12.110 Approval or disapproval by city council, which reads as follows:

16.12.110 Approval or disapproval by city council.

If the city council finds that the proposed plat makes appropriate provisions for, but not limited to, the public health, safety and general welfare and for such open spaces, drainage ways, streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks, playgrounds, schools and school grounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school, and the public use and interest will be served by the platting of such subdivision and dedication, then it shall be approved. The proposed plat may be disapproved because of flood, inundation or swamp conditions. Dedication of land to any public body, provision of public improvements to serve the subdivision, and/or impact fees imposed under RCW 82.02.050 through 82.02.090 may be required as a condition of subdivision approval. Dedications shall be clearly shown on the final plat. No dedication, provision of public improvements, or impact fees imposed under RCW 82.02.050 through 82.02.090 shall be allowed that constitutes an unconstitutional taking of private property. The legislative body shall not as a condition to the approval of any subdivision require a release from damages to be procured from other property owners. Every decision or recommendation made by the city council shall include findings of fact and conclusions to support their decision or recommendation and shall be incorporated within the council minutes.

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

16.12.110 Approval or disapproval by city council.

If the city council finds that the proposed plat makes appropriate provisions for, but not limited to, the public health, safety and general welfare and for such open spaces, drainage ways (**storm water retention and detention**), streets, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks **and recreation**, playgrounds, schools and school grounds, and shall consider all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who only walk to and from school, and the public use and interest will be served by the platting of such subdivision and dedication, then it shall be approved. The proposed plat may be disapproved because of flood, inundation or swamp conditions. Dedication of land to any public body, provision of public improvements to serve the subdivision, and/or impact fees imposed under RCW 82.02.050 through 82.02.090 may be required as a condition of subdivision approval. Dedications shall be clearly shown on the final plat. No dedication, provision of public improvements, or impact fees imposed under RCW 82.02.050 through 82.02.090 shall be allowed that constitutes an unconstitutional taking of private property. The legislative body shall not as a condition to the approval of any subdivision require a release from damages to be procured from

other property owners. Every decision or recommendation made by the city council shall include findings of fact and conclusions to support their decision or recommendation and shall be incorporated within the council minutes.

**SECTION 3.** Grandview Municipal Code Section 16.16.010 Generally, which reads as follows:

16.16.010 Generally.

A final plat meeting all design standards and improvements required by this title shall be submitted to the city council for approval within five years of the date of preliminary plat approval. An applicant who files a written request with the city council at least 30 days before the expiration of this five-year period may be granted one one-year extension upon a showing that the applicant has attempted in good faith to submit the final plat within the five-year period. The final plat shall conform to the preliminary plat design, including recommendations made by the city council.

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

16.16.010 Generally.

**A.** A final plat meeting all design standards and improvements required by this title shall be submitted to the city council for approval, based on the timeline below:

1. Seven years if the date of preliminary plat approval is on or before December 31, 2014.
2. Five years if the preliminary plat is issued on or after January 1, 2015.
3. Ten years if the project is located within city limits, not subject to the Shoreline Management Act and the preliminary plat is approved on or before December 31, 2007.

**B.** An applicant who files a written request with the city council at least 30 days before the expiration of the time periods listed above may be granted one one-year extension upon a showing that the applicant has attempted in good faith to submit the final plat within the time period. The final plat shall conform to the preliminary plat design, including recommendations made by the city council.

**SECTION 4.** Grandview Municipal Code Section 17.04.020 Purpose of title, which reads as follows:

17.04.020 Purpose of title.

The purpose of this title is to implement the comprehensive plan for the Grandview urban area. This title is to also further the purpose of promoting the health, safety, convenience, comfort, prosperity and general welfare of the present and future inhabitants of the Grandview urban area, and:

**A.** To encourage and facilitate the orderly growth and development of the Grandview urban area.

B. To provide adequate open space for light and air, to prevent overcrowding of the land, and to lessen congestion on the streets.

C. To secure economy in municipal expenditures, to facilitate adequate provisions for transportation, water, sewer, schools, parks, and other public facilities and services.

D. To increase the security of home life and preserve and create a more favorable environment for citizens and visitors of the Grandview urban area.

E. To secure safety from fire, panic and other dangers.

F. To stabilize and improve property values.

G. To enhance the economic and cultural well-being of the inhabitants of Grandview.

H. To promote the development of a more wholesome, serviceable and attractive city resulting from an orderly, planned use of resources.

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

**17.04.020 Purpose of title.**

The purpose of this title is to implement the comprehensive plan for the Grandview urban area. This title is to also further the purpose of promoting the health, safety, convenience, comfort, prosperity and general welfare of the present and future inhabitants of the Grandview urban area, and:

A. To encourage and facilitate the orderly growth and development of the Grandview urban area.

B. To provide adequate open space for light and air, to prevent overcrowding of the land, and to lessen congestion on the streets.

C. To secure economy in municipal expenditures, to facilitate adequate provisions for transportation, water, sewer, schools, parks, and other public facilities and services.

D. To increase the security of home life and preserve and create a more favorable environment for citizens and visitors of the Grandview urban area.

E. To secure safety from fire, panic and other dangers.

F. To stabilize and improve property values.

G. To enhance the economic and cultural well-being of the inhabitants of Grandview.

H. To promote the development of a more wholesome, serviceable and attractive city resulting from an orderly, planned use of resources.

I. Provide regulatory and administrative actions that do not result in an unconstitutional taking or private property.

**SECTION 5.** There is hereby added a new Section 17.12.196 Family Day Care Providers to Chapter 17.12 Definitions of the Grandview Municipal Code to read as follows:

17.12.196 Family Day Care Providers.

“Family Day Care Providers” means a child care provider who regularly provides early childhood education and early learning services for not more than twelve children in the provider's home in the family living quarters.

**SECTION 6.** There is hereby added a new Section 17.20.090 Permitted accessory uses to Chapter 17.20 – MR Manufactured Home Park District of the Grandview Municipal Code to read as follows:

17.20.090 Permitted accessory uses.

The following uses shall be permitted as accessory to a permitted use in the MR Manufactured Home Park district:

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

**SECTION 7.** Grandview Municipal Code Section 17.26.030 Permitted accessory use, which reads as follows:

17.26.030 Permitted accessory uses.

The following uses shall be permitted as accessory to a permitted use in the R-1S suburban district:

A. Detached residential garages as defined in GMC 17.12.200, provided they do not exceed 20 feet in height and 1,000 square feet in area; except on lots that are 12,000 square feet or more the height may be increased by three feet and the area may increase by 200 square feet;

B. Home occupations as defined in GMC 17.12.220;

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

D. Agricultural uses (limited), as defined in GMC 17.12.040, except that the keeping of animals shall be permitted on parcels consisting of 10,000 square feet over and above an area equal in size to 12,000 square feet set aside for the dwelling on the parcel;

E. Animals permitted in GMC 6.12.010 and 6.12.020 are permitted accessory uses; provided, that all animals and barns, barnyards, chicken houses, and corrals shall be located and contained not less than 25 feet from a public roadway and not less than 100 feet from any adjoining or abutting property held under separate ownership;

F. In home day care licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;

G. Group homes as defined in GMC 17.12.215;

H. Adult family homes as defined in GMC 17.12.032.

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

**17.26.030 Permitted accessory uses.**

The following uses shall be permitted as accessory to a permitted use in the R-1S suburban district:

A. Detached residential garages as defined in GMC 17.12.200, provided they do not exceed 20 feet in height and 1,000 square feet in area; except on lots that are 12,000 square feet or more the height may be increased by three feet and the area may increase by 200 square feet;

B. Home occupations as defined in GMC 17.12.220;

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

D. Agricultural uses (limited), as defined in GMC 17.12.040, except that the keeping of animals shall be permitted on parcels consisting of 10,000 square feet over and above an area equal in size to 12,000 square feet set aside for the dwelling on the parcel;

E. Animals permitted in GMC 6.12.010 and 6.12.020 are permitted accessory uses; provided, that all animals and barns, barnyards, chicken houses, and corrals shall be located and contained not less than 25 feet from a public roadway and not less than 100 feet from any adjoining or abutting property held under separate ownership;

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

G. Group homes as defined in GMC 17.12.215;

H. Adult family homes as defined in GMC 17.12.032.

**SECTION 8. Grandview Municipal Code Section 17.30.030 Permitted accessory uses, which reads as follows:**

**17.30.030 Permitted accessory uses.**

The following uses shall be permitted as accessory to a permitted use in the R-1 district:

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

B. Home occupations, as defined in GMC 17.12.220;

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

D. In home day care licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;

E. Group homes as defined in GMC 17.12.215;

F. Adult family homes as defined in GMC 17.12.032.

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

**17.30.030 Permitted accessory uses.**

The following uses shall be permitted as accessory to a permitted use in the R-1 district:

- A. Detached residential garages, as defined in GMC 17.12.200, provided they do not exceed 20 feet in height and 1,000 square feet in area;
- B. Home occupations, as defined in GMC 17.12.220;
- C. Storage buildings not exceeding 200 square feet of gross floor area and 12 feet in height; provided no container storage, as defined in GMC 17.12.430, shall be permitted;
- D. In home family day care providers, as defined in GMC 17.12.196, licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;
- E. Group homes as defined in GMC 17.12.215;
- F. Adult family homes as defined in GMC 17.12.032.

**SECTION 9.** Grandview Municipal Code Section 17.34.030 Permitted accessory uses, which reads as follows:

**17.34.030 Permitted accessory uses.**

The following uses shall be permitted as accessory to a permitted use in the R-2 district:

- A. Detached single-family residential garages, as defined in GMC 17.12.200, provided they do not exceed 20 feet in height and 1,000 square feet in area;
- B. Home occupations as defined by GMC 17.12.220;
- C. Storage buildings not exceeding 200 square feet of gross floor area and 12 feet in height; provided no container storage, as defined in GMC 17.12.430, shall be permitted;
- D. In home day care licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;
- E. Group homes as defined in GMC 17.12.215;
- F. Adult family homes as defined in GMC 17.12.032.

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

**17.34.030 Permitted accessory uses.**

The following uses shall be permitted as accessory to a permitted use in the R-2 district:

- A. Detached single-family residential garages, as defined in GMC 17.12.200, provided they do not exceed 20 feet in height and 1,000 square feet in area;
- B. Home occupations as defined by GMC 17.12.220;
- C. Storage buildings not exceeding 200 square feet of gross floor area and 12 feet in height; provided no container storage, as defined in GMC 17.12.430, shall be permitted;

- D. In home family day care providers, as defined in GMC 17.12.196, licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;
- E. Group homes as defined in GMC 17.12.215;
- F. Adult family homes as defined in GMC 17.12.032.

**SECTION 10.** Grandview Municipal Code Section 17.35.030 Permitted accessory uses, which reads as follows:

17.35.030 Permitted accessory uses.

The following uses shall be permitted as accessory to a permitted used in the R-3 district:

- A. Detached single-family residential garages, as defined in GMC 17.12.200, provided they do not exceed 20 feet in height and 1,000 square feet in area;
- B. Home occupations as defined by GMC 17.12.220;
- C. Storage buildings not exceeding 200 square feet of gross floor area and 12 feet in height; provided no container storage, as defined in GMC 17.12.430, shall be permitted;
- D. In home day care licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;
- E. Group homes as defined in GMC 17.12.215;
- F. Adult family homes as defined in GMC 17.12.032.

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

17.35.030 Permitted accessory uses.

The following uses shall be permitted as accessory to a permitted used in the R-3 district:

- A. Detached single-family residential garages, as defined in GMC 17.12.200, provided they do not exceed 20 feet in height and 1,000 square feet in area;
- B. Home occupations as defined by GMC 17.12.220;
- C. Storage buildings not exceeding 200 square feet of gross floor area and 12 feet in height; provided no container storage, as defined in GMC 17.12.430, shall be permitted;
- D. In home family day care providers, as defined in GMC 17.12.196, licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;
- E. Group homes as defined in GMC 17.12.215;
- F. Adult family homes as defined in GMC 17.12.032.

**SECTION 11.** Grandview Municipal Code Section 17.36.040 Permitted accessory uses, which reads as follows:

17.36.040 Permitted accessory uses.

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

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

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

17.36.040 Permitted accessory uses.

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

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

**SECTION 12.** Grandview Municipal Code Section 17.41.030 Permitted accessory uses, which reads as follows:

17.41.030 Permitted accessory uses.

- A. Incidental sales and services, such as food service, pharmacies and retail sales to serve occupants and patrons of an established principal use, provided the accessory use is conducted within the principal building; and
- B. In home day care licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC; and

C. Accessory uses and accessory buildings including storage buildings are permitted in the office district as defined under GMC 17.12.020 and 17.12.115; excluding container storage, as defined in GMC 17.12.430; and

D. Single-family residential use within the business structures. Such residential use shall not exceed 40 percent of the business structure and the residence's entrance must not front on the same street as the business entrance. In addition, said residence must be occupied only by the owner or the manager of the business in which the residence is located; and

E. Adult family homes as defined in GMC 17.12.032; and

F. Electric vehicle battery charging stations, as defined in GMC 17.12.186.

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

17.41.030 Permitted accessory uses.

A. Incidental sales and services, such as food service, pharmacies and retail sales to serve occupants and patrons of an established principal use, provided the accessory use is conducted within the principal building; and

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

C. Accessory uses and accessory buildings including storage buildings are permitted in the office district as defined under GMC 17.12.020 and 17.12.115; excluding container storage, as defined in GMC 17.12.430; and

D. Single-family residential use within the business structures. Such residential use shall not exceed 40 percent of the business structure and the residence's entrance must not front on the same street as the business entrance. In addition, said residence must be occupied only by the owner or the manager of the business in which the residence is located; and

E. Adult family homes as defined in GMC 17.12.032; and

F. Electric vehicle battery charging stations, as defined in GMC 17.12.186.

**SECTION 13.** Grandview Municipal Code Section 17.42.030 Permitted accessory uses, which reads as follows:

17.42.030 Permitted accessory uses.

Accessory uses and accessory buildings including storage buildings are permitted in the C-I district as defined under GMC 17.12.020 and 17.12.115; excluding container storage, as defined in GMC 17.12.430; and:

A. In home day care licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC.

B. Adult family homes as defined in GMC 17.12.032.

C. Electric vehicle battery charging stations, as defined in GMC 17.12.186.

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

**17.42.030 Permitted accessory uses.**

Accessory uses and accessory buildings including storage buildings are permitted in the C-I district as defined under GMC 17.12.020 and 17.12.115; excluding container storage, as defined in GMC 17.12.430; and:

- A. In home family day care providers, as defined in GMC 17.12.196, licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC.
- B. Adult family homes as defined in GMC 17.12.032.
- C. Electric vehicle battery charging stations, as defined in GMC 17.12.186.

**SECTION 14.** Grandview Municipal Code Section 17.44.030 Permitted accessory uses, which reads as follows:

**17.44.030 Permitted accessory uses.**

The following accessory uses and buildings, as respectively defined in GMC 17.12.020 and 17.12.115, shall be permitted in the C-2 district:

- A. Parking lots, see Chapter 17.78 GMC;
- B. Alcoholic beverage sales for on-site consumption provided it is located within a restaurant area;
- C. Other uses clearly incidental or secondary to a principal use;
- D. Beer/wine beverage sales for on-site and off-site consumption provided the product is produced on site in a micro-brewery and/or micro-winery;
- E. Sales of micro-brewery products and nonfortified wines for off-site consumption provided such sales are in conjunction with an establishment selling predominately, based upon floor area, home brewing and/or wine making equipment as permitted in GMC 17.44.020;
- F. Storage buildings are permitted;
- G. In home day care licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;
- H. Electric vehicle battery charging stations, as defined in GMC 17.12.186;
- I. Adult family homes as defined in GMC 17.12.032.

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

**17.44.030 Permitted accessory uses.**

The following accessory uses and buildings, as respectively defined in GMC 17.12.020 and 17.12.115, shall be permitted in the C-2 district:

- A. Parking lots, see Chapter 17.78 GMC;
- B. Alcoholic beverage sales for on-site consumption provided it is located within a restaurant area;
- C. Other uses clearly incidental or secondary to a principal use;

- D. Beer/wine beverage sales for on-site and off-site consumption provided the product is produced on site in a micro-brewery and/or micro-winery;
- E. Sales of micro-brewery products and nonfortified wines for off-site consumption provided such sales are in conjunction with an establishment selling predominately, based upon floor area, home brewing and/or wine making equipment as permitted in GMC 17.44.020;
- F. Storage buildings are permitted;
- G. In home family day care providers, as defined in GMC 17.12.196, licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC;
- H. Electric vehicle battery charging stations, as defined in GMC 17.12.186;
- I. Adult family homes as defined in GMC 17.12.032.

**SECTION 15.** Grandview Municipal Code Section 17.50.030 Permitted accessory uses, which reads as follows:

17.50.030 Permitted accessory uses.

The following accessory uses and buildings as respectively defined in GMC 17.12.020 and 17.12.115 shall be permitted in the business park district:

- A. Warehousing, provided said use does not occupy more than 35 percent of any structure;
- B. Auditoriums and conference facilities;
- C. Day care for family members of employees;
- D. Above and below ground tank storage of critical material. Above ground tanks shall not exceed 20 feet in height and shall be painted a neutral color to match or complement the principal building. Additionally, the first seven feet of all ground tanks shall be screened by a solid masonry wall;
- E. Storage buildings; excluding container storage, as defined in GMC 17.12.430;
- F. Electric vehicle battery charging stations, as defined in GMC 17.12.186.

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

17.50.030 Permitted accessory uses.

The following accessory uses and buildings as respectively defined in GMC 17.12.020 and 17.12.115 shall be permitted in the business park district:

- A. Warehousing, provided said use does not occupy more than 35 percent of any structure;
- B. Auditoriums and conference facilities;
- C. Day care for family members of employees;
- D. Above and below ground tank storage of critical material. Above ground tanks shall not exceed 20 feet in height and shall be painted a neutral color to match or complement the principal building. Additionally, the first seven feet of all ground tanks shall be screened by a solid masonry wall;

27

- E. Storage buildings; excluding container storage, as defined in GMC 17.12.430;
- F. Electric vehicle battery charging stations, as defined in GMC 17.12.186;
- G. In home family day care providers, as defined in GMC 17.12.196, licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter 17.66 GMC.

**SECTION 16.** This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on January 10, 2017.

**MAYOR**

**ATTEST:**

**CITY CLERK**

**APPROVED AS TO FORM:**

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

PUBLICATION: 1/11/17  
EFFECTIVE: 1/16/17

**ORDINANCE NO. 2017-2**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING SECTIONS OF THE GRANDVIEW MUNICIPAL CODE TITLE 18  
ENVIRONMENTAL PROTECTION CHAPTER 18.06 CRITICAL AREAS TO COMPLY  
WITH THE ADOPTION OF THE GRANDVIEW GROWTH MANGEMENT ACT  
PERIODIC UPDATE – CRITICAL AREAS ORDINANCE**

**WHEREAS**, in compliance with the Washington State Growth Management Act (GMA), the Grandview City Council adopted by Ordinance No. 2016-32 the Grandview Growth Management Act periodic update including an updated Comprehensive Plan, development regulations and critical areas ordinance; and

**WHEREAS**, in accordance with Ordinance No. 2016-32, the critical areas ordinance was updated to ensure compliance with any changes to the GMA; and

**WHEREAS**, the critical areas ordinance update included revisions to Grandview Municipal Code Title 18 Environmental Protection – Chapter 18.06 Critical areas,

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

**SECTION 1.** Grandview Municipal Code Section 18.06.035 Definitions which reads as follows:

**18.06.035 Definitions.**

Words not defined in this chapter shall be as defined in the city code, the Washington Administrative Code, or the Revised Code of Washington. Words not found in either code shall be as defined in the Webster’s Third New International Dictionary, latest edition.

“Adjacent” means immediately adjoining (in contact with the boundary of the influence area) or within a distance that is less than that needed to separate activities from critical areas to ensure protection of the functions and values of the critical areas. “Adjacent” shall mean any activity or development located:

- A. On a site immediately adjoining a critical area;
- B. A distance equal to or less than the required critical area buffer width and building setback; or
- C. Bordering or within the floodway or floodplain.

“Administrative official” means the city of Grandview public works director, or other city staff granted the authority to act on behalf of the director.

“Advance mitigation” means mitigation of an anticipated critical area impact or hazard completed according to an approved critical area report and prior to site development.

“Alteration” means any human-induced change in an existing condition of a critical area or its buffer. Alterations include, but are not limited to, grading, filling, channelizing, dredging, clearing (vegetation), construction, compaction, excavation, or any other activity that changes the character of the critical area.

“Anadromous fish” means fish that spawn and rear in freshwater and mature in the marine environment. While Pacific salmon die after their first spawning, adult char (bull trout) can live for many years, moving in and out of saltwater and spawning each year. The life history of Pacific salmon and char contains critical periods of time when these fish are more susceptible to environmental and physical damage than at other times. The life history of salmon, for example, contains the following stages: upstream migration of adults, spawning, inter-gravel incubation, rearing, smoltification (the time period needed for juveniles to adjust their body functions to live in the marine environment), downstream migration, and ocean rearing to adults.

“Applicant” means a person who files an application for permit under this chapter and who is either the owner of the land on which that proposed activity would be located, a contract purchaser, or the authorized agent of such a person.

“Aquifer” means a geological formation, group of formations, or part of a formation that is capable of yielding a significant amount of water to a well or spring.

“Aquifer recharge areas” means areas that, due to the presence of certain soils, geology, and surface water, act to recharge ground water by percolation.

“Best available science” means current scientific information used in the process to designate, protect, or restore critical areas, that is derived from a valid scientific process as defined by WAC 365-195-900 through 365-195-925. Sources of the best available science are included in Citations of Recommended Sources of Best Available Science for Designating and Protecting Critical Areas published by the Washington State Department of Commerce, and Yakima County’s Review of Best Available Science for Inclusion in Critical Areas Updates.

“Best management practices” means conservation practices or systems of practices and management measures that:

- A. Control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxins, and sediment;
- B. Minimize adverse impacts to surface water and ground water flow and circulation patterns and to the chemical, physical, and biological characteristics of wetlands;
- C. Protect trees and vegetation designated to be retained during and following site construction and use native plant species appropriate to the site for re-vegetation of disturbed areas.

The city shall monitor the application of best management practices to ensure adherence to the standards and policies of this chapter.

“Biodiversity” means the variety of animal and plant life and its ecological processes and interconnections represented by the richness of ecological systems and the life that depends on them, including human life and economies.

“Buffer” or “buffer zone” means an area that is contiguous to and protects a critical area which is required for the continued maintenance, functioning, and/or structural stability of a critical area.

“Channel migration zone” means the area along a river within which the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings.

“Clearing” means the removal of timber, brush, grass, ground cover or other vegetative matter from a parcel of land.

“Compensation project” means actions necessary to replace project-induced critical area and buffer losses, including land acquisition, planning, construction plans, monitoring, and contingency actions.

“Compensatory mitigation” means replacing project-induced losses or impacts to a wetland or fish and wildlife critical area, including, but not limited to, the following:

A. Restoration. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into:

1. Re-establishment. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. Re-establishment results in a gain in wetland acres and functions. Activities could include removing fill material, plugging ditches, or breaking drain tiles;

2. Rehabilitation. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of the degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain of wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland;

B. Creation (Establishment). The manipulation of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species;

C. Enhancement. The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water improvement, floodwater retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can

lead to a decline in other wetland functions, but does not result in a gain of wetland acres. Activities typically consist of planting vegetation, controlling nonnative or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities; and

D. Protection (Preservation). Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements. This term also includes activities commonly associated with the term "preservation." Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

"Conservation easement" means a legal agreement that the property owner enters into to restrict uses of the land. Such restrictions can include, but are not limited to, passive recreation uses such as trails or scientific uses and fences or other barriers to protect habitat. The easement is recorded on a property deed, runs with the land, and is legally binding on all present and future owners of the property.

"Critical aquifer recharge area" means areas designated by WAC 365-190-080(2) that are determined to have a critical recharging effect on aquifers used for potable water as defined by WAC 365-190-030(2).

"Critical areas" include any of the following areas or ecosystems: aquifer recharge areas, fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, and wetlands, as defined in Chapter 36.70A RCW and this chapter.

"Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company.

"Critical area tract" means land held in private ownership and retained in an open condition in perpetuity for the protection of critical areas. Lands within this type of dedication may include, but are not limited to, portions and combinations of forest habitats, grasslands, shrub steppe, on-site watersheds, 100-year floodplains, shorelines or shorelines of statewide significance, riparian areas, and wetlands.

"Cumulative impacts or effects" means the combined, incremental effects of human activity on ecological or critical areas functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

"Developable area" means a site or portion of a site that may be utilized as the location of development, after application of this critical areas chapter.

“Development” means any activity upon the land consisting of construction or alteration of structures, earth movement, dredging, dumping, grading, filling, mining, removal of any sand, gravel, or minerals, driving of piles, drilling operations, bulkheading, clearing of vegetation, or other land disturbance. Development includes the storage or use of equipment or materials inconsistent with the existing use. Development also includes approvals issued by the city that bind land to specific patterns of use, including, but not limited to, subdivisions, short subdivisions, zone changes, conditional use permits, and binding site plans. Development activity does not include the following activities:

- A. Interior building improvements.
- B. Exterior structure maintenance activities, including painting, roofing and window replacement.
- C. Routine landscape maintenance of established, ornamental landscaping, such as lawn mowing, pruning, and weeding.
- D. Maintenance of the following existing facilities that does not expand the affected area: septic tanks (routine cleaning); wells; individual utility service connections; and individual cemetery plots in established and approved cemeteries.

“Development permit” means any permit issued by the city, or other authorized agency, for construction, land use, or the alteration of land.

“Emergent wetland” means a wetland with at least 30 percent of the surface area covered by erect, rooted, herbaceous vegetation extending above the water surface as the uppermost vegetative stratum.

“Erosion” means the process whereby wind, rain, water, and other natural agents mobilize and transport particles.

“Exotic” means any species of plants or animals which are foreign to the planning area.

“Fish and wildlife habitat conservation areas” means areas necessary for maintaining species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created as designated by WAC 365-190-130(1). These areas include:

- A. Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association;
- B. Habitats of local importance, including but not limited to areas designated as priority habitat by the Washington Department of Fish and Wildlife;
- C. Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat, including those artificial ponds intentionally created from dry areas in order to mitigate impacts to ponds;
- D. Waters of the state, including lakes, rivers, ponds, streams, inland waters;
- E. Underground waters, and all other surface waters and watercourses within the jurisdiction of the state of Washington;
- F. Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity;

G. "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company.

"Fish habitat" means habitat that is used by fish at any life stage at any time of the year, including potential habitat likely to be used by fish that could be recovered by restoration or management and includes off-channel habitat.

"Flood insurance study" means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

"Frequently flooded areas" means lands in the floodplain subject to a one percent or greater chance of flooding in any given year and those lands that provide important flood storage, conveyance, and attenuation functions, as determined by the administrative official in accordance with WAC 365-190-080(3). Frequently flooded areas perform important hydrologic functions and may present a risk to persons and property. Classifications of frequently flooded areas include, at a minimum, the 100-year floodplain designations of the Federal Emergency Management Agency and the National Flood Insurance Program.

"Functions and values" means the beneficial roles served by critical areas including, but not limited to: water quality protection and enhancement; fish and wildlife habitat; food chain support; flood storage, conveyance and attenuation; ground water recharge and discharge; erosion control; protection from hazards; historical, archaeological, and aesthetic value protection; educational opportunities; and recreation. These beneficial roles are not listed in order of priority. Critical area functions can be used to help set targets (species composition, structure, etc.) for managed areas, including mitigation sites.

"GMC" means the Grandview Municipal Code.

"Grading" means any excavation, filling, or combination thereof.

"Ground water" means water in a saturated zone or stratum beneath the surface of land or a surface water body.

"Growth Management Act" means Chapters 36.70A and 36.70B RCW, as amended.

"Habitat conservation areas" means areas designated as fish and wildlife habitat conservation areas.

"Hazardous substances" means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the

physical, chemical, or biological properties described in WAC 173-303-090 or 173-303-100.

“Hydraulic project approval” means a permit issued by the Washington Department of Fish and Wildlife for modifications to waters of the state in accordance with Chapter 75.20 RCW.

“Hydric soil” means a soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part. The presence of hydric soil shall be determined following the methods described in the Washington State Wetland Identification and Delineation Manual.

“Impervious surface” means a hard surface area that either prevents the entry of water into the soil mantle as under natural conditions prior to development or that causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development.

“Infiltration” means the downward entry of water into the immediate surface of soil.

“In-kind compensation” means to replace critical areas with substitute areas whose characteristics and functions closely approximate those destroyed or degraded by a regulated activity.

“Isolated wetlands” means those wetlands that are outside of and not contiguous to any 100-year floodplain of a lake, river, or stream and have no contiguous hydric soil or hydrophytic vegetation between the wetland and any surface water.

“Joint aquatic resource permits application” means a single application form that may be used to apply for hydraulic project approvals, shoreline management permits, approvals of exceedance of water quality standards, water quality certifications, Coast Guard bridge permits, Washington State Department of Natural Resources use authorization, and U.S. Army Corps of Engineers permits.

“Mitigation” means avoiding, minimizing, or compensating for adverse critical areas impacts. Mitigation, in the following sequential order of preference, is:

- A. Avoiding the impact altogether by not taking a certain action or parts of an action;
- B. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps, such as project redesign, relocation, or timing, to avoid or reduce impacts;
- C. Rectifying the impact to wetlands, critical aquifer recharge areas, and habitat conservation areas by repairing, rehabilitating, or restoring the affected environment to the conditions existing at the time of the initiation of the project;
- D. Minimizing or eliminating the hazard by restoring or stabilizing the hazard area through engineered or other methods;

E. Reducing or eliminating the impact or hazard over time by preservation and maintenance operations during the life of the action;

F. Compensating for the impact to wetlands, critical aquifer recharge areas, and habitat conservation areas by replacing, enhancing, or providing substitute resources or environments; and

G. Monitoring the hazard or other required mitigation and taking remedial action when necessary.

Mitigation for individual actions may include a combination of the above measures.

“Monitoring” means evaluating the impacts of development proposals on the biological, hydrological, and geological elements of such systems, and assessing the performance of required mitigation measures throughout the collection and analysis of data by various methods for the purpose of understanding and documenting changes in natural ecosystems and features, including gathering baseline data.

“Native vegetation” means plant species that are indigenous to the area in question.

“Natural waters” means waters, excluding water conveyance systems that are artificially constructed and actively maintained for irrigation.

“Nonconformity” means a legally established existing use or legally constructed structure that is not in compliance with current regulations.

Nonindigenous. See “Exotic.”

“Off-site compensation” means to replace critical areas away from the site on which a critical area has been impacted.

“On-site compensation” means to replace critical areas at or adjacent to the site on which a critical area has been impacted.

“Ordinary high water mark” means that mark which is found by examining water body beds and banks and ascertaining where the presence of the common and usual action of waters, continued in all ordinary years, has marked upon the soil a character distinct from that of the abutting upland, in respect to vegetation.

“Out-of-kind compensation” means to replace critical areas with substitute critical areas whose characteristics do not closely approximate those destroyed or degraded.

“Permeability” means the capacity of an aquifer or confining bed to transmit water. It is a property of the aquifer or confining bed and is independent of the force causing movement.

“Porous soil types” means soils, as identified by the National Resources Conservation Service, U.S. Department of Agriculture, that contain voids, pores, interstices, or other openings which allow the passing of water.

“Potable water” means water that is safe and palatable for human use.

“Practical alternative” means an alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes, and has less impact to critical areas.

“Priority habitat” means habitat type or elements with unique or significant value to one or more species as classified by the Washington Department of Fish and Wildlife. A priority habitat may consist of a unique vegetation type or dominant plant species, a described successional stage, or a specific structural element.

“Project area” means all areas within the area proposed to be disturbed, altered, or used by the proposed activity or the construction of any proposed structures. When the action binds the land, such as a subdivision, short subdivision, binding site plan, planned unit development, or rezone, the project area shall include the entire parcel, at a minimum.

“Qualified professional” means a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, engineering, environmental studies, fisheries, or related field, and two years of related work experience. Also, a qualified professional must have the following license, degree or experience:

A. A qualified professional for habitats or wetlands must have a degree in biology and professional experience related to the subject species.

B. A qualified professional for critical aquifer recharge areas means a hydrogeologist, geologist, engineer, or other scientist with experience in preparing hydrogeologic assessments.

“Recharge” means the process involved in the absorption and addition of water to ground water.

“Reclaimed water” means municipal wastewater effluent that has been adequately and reliably treated so that it is suitable for beneficial use. Following treatment, it is no longer considered wastewater (treatment levels and water quality requirements are given in the water reclamation and reuse standards adopted by the Washington State Departments of Ecology and Health).

“Repair or maintenance” means an activity that restores the character, scope, size, and design of a serviceable area, structure, or land use to its previously authorized and undamaged condition. Activities that change the character, size, or scope of a project beyond the original design and drain, dredge, fill, flood, or otherwise alter critical areas are not included in this definition.

“Restoration” means measures taken to restore an altered or damaged natural feature including:

A. Active steps taken to restore damaged wetlands, streams, protected habitat, or their buffers to the functioning condition that existed prior to an unauthorized alteration; and

B. Actions performed to re-establish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events.

“Riparian habitat” means areas adjacent to aquatic systems with flowing water that contain elements of both aquatic and terrestrial ecosystems that mutually influence each other. The width of these areas extends to that portion of the terrestrial landscape that directly influences the aquatic ecosystem by providing shade, fine or large woody material, nutrients, organic and inorganic debris, terrestrial insects, or habitat for riparian-associated wildlife. Widths shall be measured from the ordinary high water mark or from the top of bank if the ordinary high water mark cannot be identified. It includes the entire extent of the floodplain and the extent of vegetation adapted to wet conditions as well as adjacent upland plant communities that directly influence the stream system. Riparian habitat areas include those riparian areas severely altered or damaged due to human development activities.

River. See “Watercourse.”

“Section 404 permit” means a permit issued by the U.S. Army Corps of Engineers for the placement of dredge or fill material or clearing in waters of the United States, including wetlands, in accordance with 33 USC Section 1344. Section 404 permits may also be for endangered species consultation. They require a consultation under Section 7 of the Federal Endangered Species Act.

“SEPA” means Washington State Environmental Policy Act, Chapter 43.21C RCW.

“Serviceable” means presently usable.

“Soil survey” means the most recent soil survey for the local area or county by the National Resources Conservation Service, U.S. Department of Agriculture.

“Species” means any group of animals classified as a species or subspecies as commonly accepted by the scientific community.

“Species, endangered” means any fish or wildlife species that is threatened with extinction throughout all or a significant portion of its range and is listed by the state or federal government as an endangered species.

“Species, priority” means any fish or wildlife species requiring protective measures and/or management guidelines to ensure their persistence as genetically viable population levels as classified by the Washington Department of Fish and Wildlife,

including endangered, threatened, sensitive, candidate and monitor species, and those of recreational, commercial, or tribal importance.

“Species, sensitive” means any wildlife species native to the state of Washington that is vulnerable or declining and is likely to become endangered or threatened throughout a significant portion of its range within the state without cooperative management or removal of threats.

“Species, threatened” means any fish or wildlife species that is likely to become an endangered species within the foreseeable future throughout a significant portion of its range without cooperative management or removal of threats, and is listed by the state or federal government as a threatened species.

Stream. See “Watercourse.”

“Unavoidable” means adverse impacts that remain after all appropriate and practicable avoidance and minimization have been achieved.

“Vulnerability” means the combined effect of susceptibility to contamination and the presence of potential contaminants.

“Watercourse” means any portion of a channel, bed, bank, or bottom waterward of the ordinary high water line of waters of the state including areas in which fish may spawn, reside, or through which they may pass, and tributary waters with defined beds or banks, which influence the quality of fish habitat downstream. This definition includes watercourses that flow on an intermittent basis or which fluctuate in level during the year and applies to the entire bed of such watercourse whether or not the water is at peak level. This definition does not include irrigation ditches, canals, storm water runoff devices, or other entirely artificial watercourses, except where they exist in a natural watercourse that has been altered by humans.

“Water table” means that surface in an unconfined aquifer at which the pressure is atmospheric. It is defined by the levels at which water stands in wells that penetrate the aquifer just far enough to hold standing water.

“Water Typing System”

A. Type 1 streams, lakes and ponds are those waters, within their ordinary high water mark (OHWM), meeting the criteria as “shorelines of the state” and “shorelines of statewide significance” under Chapter 90.58 RCW, but not including those waters’ associated wetlands as defined in Chapter 90.58 RCW. The current list of shoreline waters, along with their specific shoreline environments are provided in Appendix B and C of the Shoreline Master Program. Type 1 streams and lakes are protected by the Shoreline Master Program, rather than the CAO;

B. Type 2 streams, lakes and ponds are those surface water features which require protection due to the nature of their contributions to the functional properties listed in GMC 18.60.050, and are considered “streams, lakes and/or ponds of local

importance.” Habitats of local importance are designated using the process listed in GMC 18.60.040(B) (Species and Habitats of Local Importance);

C. Type 3 streams include all perennial streams within Yakima County not classified as Type 1 or 2;

D. Type 4 streams are all intermittent streams within Yakima County not classified as Type 1, 2 or 3.

“Well” means a bored, drilled, or driven shaft, or a dug hole whose depth is greater than the largest surface dimension for the purpose of withdrawing or injecting water or other liquids.

“Wellhead protection area” means the portion of a zone of contribution for a well, wellfield, or spring, as defined using criteria established by the Washington State Department of Ecology.

“Wetland classes, classes of wetlands, or wetland types” means the descriptive classes of the wetlands taxonomic classification system of the U.S. Fish and Wildlife Service.

“Wetland edge” means the boundary of a wetland as delineated based on the definitions contained in this chapter.

“Wetlands” means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands. Wetlands shall be delineated in accordance with the procedures outlined in WAC 173-22-035. All areas within the city meeting the wetland designation criteria in that procedure are hereby designated critical areas and are subject to the provisions of this chapter.

“Wetlands mitigation bank” means a site where wetlands are restored, created, enhanced, or, in exceptional circumstances, preserved expressly for the purpose of providing compensatory mitigation in advance of authorized impacts to similar resources.

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

**18.06.035 Definitions.**

Words not defined in this chapter shall be as defined in the city code, the Washington Administrative Code, or the Revised Code of Washington. Words not found in either

40

code shall be as defined in the Webster's Third New International Dictionary, latest edition.

"Adjacent" means immediately adjoining (in contact with the boundary of the influence area) or within a distance that is less than that needed to separate activities from critical areas to ensure protection of the functions and values of the critical areas. "Adjacent" shall mean any activity or development located:

- A. On a site immediately adjoining a critical area;
- B. A distance equal to or less than the required critical area buffer width and building setback; or
- C. Bordering or within the floodway or floodplain.

"Administrative official" means the city of Grandview public works director, or other city staff granted the authority to act on behalf of the director.

"Advance mitigation" means mitigation of an anticipated critical area impact or hazard completed according to an approved critical area report and prior to site development.

"Alteration" means any human-induced change in an existing condition of a critical area or its buffer. Alterations include, but are not limited to, grading, filling, channelizing, dredging, clearing (vegetation), construction, compaction, excavation, or any other activity that changes the character of the critical area.

"Anadromous fish" means fish that spawn and rear in freshwater and mature in the marine environment. While Pacific salmon die after their first spawning, adult char (bull trout) can live for many years, moving in and out of saltwater and spawning each year. The life history of Pacific salmon and char contains critical periods of time when these fish are more susceptible to environmental and physical damage than at other times. The life history of salmon, for example, contains the following stages: upstream migration of adults, spawning, inter-gravel incubation, rearing, smoltification (the time period needed for juveniles to adjust their body functions to live in the marine environment), downstream migration, and ocean rearing to adults.

"Applicant" means a person who files an application for permit under this chapter and who is either the owner of the land on which that proposed activity would be located, a contract purchaser, or the authorized agent of such a person.

"Aquifer" means a geological formation, group of formations, or part of a formation that is capable of yielding a significant amount of water to a well or spring.

"Aquifer recharge areas" means areas that, due to the presence of certain soils, geology, and surface water, act to recharge ground water by percolation.

"Best available science" means current scientific information used in the process to designate, protect, or restore critical areas, that is derived from a valid scientific process as defined by WAC 365-195-900 through 365-195-925. Sources of the best available

science are included in Citations of Recommended Sources of Best Available Science for Designating and Protecting Critical Areas published by the Washington State Department of Commerce, and Yakima County's Review of Best Available Science for Inclusion in Critical Areas Updates.

"Best management practices" means conservation practices or systems of practices and management measures that:

A. Control soil loss and reduce water quality degradation caused by high concentrations of nutrients, animal waste, toxins, and sediment;

B. Minimize adverse impacts to surface water and ground water flow and circulation patterns and to the chemical, physical, and biological characteristics of wetlands;

C. Protect trees and vegetation designated to be retained during and following site construction and use native plant species appropriate to the site for re-vegetation of disturbed areas.

The city shall monitor the application of best management practices to ensure adherence to the standards and policies of this chapter.

"Biodiversity" means the variety of animal and plant life and its ecological processes and interconnections represented by the richness of ecological systems and the life that depends on them, including human life and economies.

"Buffer" or "buffer zone" means an area that is contiguous to and protects a critical area which is required for the continued maintenance, functioning, and/or structural stability of a critical area.

"Channel migration zone" means the area along a river within which the channel(s) can be reasonably predicted to migrate over time as a result of natural and normally occurring hydrological and related processes when considered with the characteristics of the river and its surroundings.

"Clearing" means the removal of timber, brush, grass, ground cover or other vegetative matter from a parcel of land.

"Compensation project" means actions necessary to replace project-induced critical area and buffer losses, including land acquisition, planning, construction plans, monitoring, and contingency actions.

"Compensatory mitigation" means replacing project-induced losses or impacts to a wetland or fish and wildlife critical area, including, but not limited to, the following:

A. Restoration. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions to a former wetland. For the purpose of tracking net gains in wetland acres, restoration is divided into:

1. Re-establishment. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural or historic functions

to a former wetland. Re-establishment results in a gain in wetland acres and functions. Activities could include removing fill material, plugging ditches, or breaking drain tiles;

2. Rehabilitation. The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural or historic functions of the degraded wetland. Rehabilitation results in a gain in wetland function but does not result in a gain of wetland acres. Activities could involve breaching a dike to reconnect wetlands to a floodplain or return tidal influence to a wetland;

B. Creation (Establishment). The manipulation of the physical, chemical, or biological characteristics present to develop a wetland on an upland or deepwater site where a wetland did not previously exist. Establishment results in a gain in wetland acres. Activities typically involve excavation of upland soils to elevations that will produce a wetland hydroperiod, create hydric soils, and support the growth of hydrophytic plant species;

C. Enhancement. The manipulation of the physical, chemical, or biological characteristics of a wetland site to heighten, intensify, or improve specific function(s) or to change the growth stage or composition of the vegetation present. Enhancement is undertaken for specified purposes such as water improvement, floodwater retention, or wildlife habitat. Enhancement results in a change in some wetland functions and can lead to a decline in other wetland functions, but does not result in a gain of wetland acres. Activities typically consist of planting vegetation, controlling nonnative or invasive species, modifying site elevations or the proportion of open water to influence hydroperiods, or some combination of these activities; and

D. Protection (Preservation). Removing a threat to, or preventing the decline of, wetland conditions by an action in or near a wetland. This includes the purchase of land or easements. This term also includes activities commonly associated with the term "preservation." Preservation does not result in a gain of wetland acres, may result in a gain in functions, and will be used only in exceptional circumstances.

"Conservation easement" means a legal agreement that the property owner enters into to restrict uses of the land. Such restrictions can include, but are not limited to, passive recreation uses such as trails or scientific uses and fences or other barriers to protect habitat. The easement is recorded on a property deed, runs with the land, and is legally binding on all present and future owners of the property.

"Critical aquifer recharge area" means areas designated by WAC 365-190-080(2) that are determined to have a critical recharging effect on aquifers used for potable water as defined by WAC 365-190-030(2).

"Critical areas" include any of the following areas or ecosystems: aquifer recharge areas, fish and wildlife habitat conservation areas, frequently flooded areas, geologically hazardous areas, and wetlands, as defined in Chapter 36.70A RCW and this chapter.

"Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company.

“Critical area tract” means land held in private ownership and retained in an open condition in perpetuity for the protection of critical areas. Lands within this type of dedication may include, but are not limited to, portions and combinations of forest habitats, grasslands, shrub steppe, on-site watersheds, 100-year floodplains, shorelines or shorelines of statewide significance, riparian areas, and wetlands.

“Cumulative impacts or effects” means the combined, incremental effects of human activity on ecological or critical areas functions and values. Cumulative impacts result when the effects of an action are added to or interact with other effects in a particular place and within a particular time. It is the combination of these effects, and any resulting environmental degradation, that should be the focus of cumulative impact analysis and changes to policies and permitting decisions.

“Developable area” means a site or portion of a site that may be utilized as the location of development, after application of this critical areas chapter.

“Development” means any activity upon the land consisting of construction or alteration of structures, earth movement, dredging, dumping, grading, filling, mining, removal of any sand, gravel, or minerals, driving of piles, drilling operations, bulkheading, clearing of vegetation, or other land disturbance. Development includes the storage or use of equipment or materials inconsistent with the existing use. Development also includes approvals issued by the city that bind land to specific patterns of use, including, but not limited to, subdivisions, short subdivisions, zone changes, conditional use permits, and binding site plans. Development activity does not include the following activities:

- A. Interior building improvements.
- B. Exterior structure maintenance activities, including painting, roofing and window replacement.
- C. Routine landscape maintenance of established, ornamental landscaping, such as lawn mowing, pruning, and weeding.
- D. Maintenance of the following existing facilities that does not expand the affected area: septic tanks (routine cleaning); wells; individual utility service connections; and individual cemetery plots in established and approved cemeteries.

“Development permit” means any permit issued by the city, or other authorized agency, for construction, land use, or the alteration of land.

“Emergent wetland” means a wetland with at least 30 percent of the surface area covered by erect, rooted, herbaceous vegetation extending above the water surface as the uppermost vegetative stratum.

“Erosion” means the process whereby wind, rain, water, and other natural agents mobilize and transport particles.

“Exotic” means any species of plants or animals which are foreign to the planning area.

“Fish and wildlife habitat conservation areas” means areas necessary for maintaining species in suitable habitats within their natural geographic distribution so that isolated subpopulations are not created as designated by WAC 365-190-130(1). These areas include:

- A. Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association;
- B. Habitats of local importance, including but not limited to areas designated as priority habitat by the Washington Department of Fish and Wildlife;
- C. Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat, including those artificial ponds intentionally created from dry areas in order to mitigate impacts to ponds;
- D. Waters of the state, including lakes, rivers, ponds, streams, inland waters;
- E. Underground waters, and all other surface waters and watercourses within the jurisdiction of the state of Washington;
- F. Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity;
- G. “Fish and wildlife habitat conservation areas” does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company.

“Fish habitat” means habitat that is used by fish at any life stage at any time of the year, including potential habitat likely to be used by fish that could be recovered by restoration or management and includes off-channel habitat.

“Flood insurance study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Boundary-Floodway Map, and the water surface elevation of the base flood.

“Frequently flooded areas” means lands in the floodplain subject to a one percent or greater chance of flooding in any given year and those lands that provide important flood storage, conveyance, and attenuation functions, as determined by the administrative official in accordance with WAC 365-190-080(3). Frequently flooded areas perform important hydrologic functions and may present a risk to persons and property. Classifications of frequently flooded areas include, at a minimum, the 100-year floodplain designations of the Federal Emergency Management Agency and the National Flood Insurance Program.

“Functions and values” means the beneficial roles served by critical areas including, but not limited to: water quality protection and enhancement; fish and wildlife habitat; food chain support; flood storage, conveyance and attenuation; ground water recharge and discharge; erosion control; protection from hazards; historical, archaeological, and aesthetic value protection; educational opportunities; and recreation. These beneficial roles are not listed in order of priority. Critical area functions can be used to help set targets (species composition, structure, etc.) for managed areas, including mitigation sites.

“GMC” means the Grandview Municipal Code.

“Grading” means any excavation, filling, or combination thereof.

“Ground water” means water in a saturated zone or stratum beneath the surface of land or a surface water body.

“Growth Management Act” means Chapters 36.70A and 36.70B RCW, as amended.

“Habitat conservation areas” means areas designated as fish and wildlife habitat conservation areas.

“Hazardous substances” means any liquid, solid, gas, or sludge, including any material, substance, product, commodity, or waste, regardless of quantity, that exhibits any of the physical, chemical, or biological properties described in WAC 173-303-090 or 173-303-100.

“Hydraulic project approval” means a permit issued by the Washington Department of Fish and Wildlife for modifications to waters of the state in accordance with Chapter 75.20 RCW.

“Hydric soil” means a soil that is saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part. The presence of hydric soil shall be determined following the methods described in ~~the Washington State Wetland Identification and Delineation Manual~~ WAC173.22.035.

“Impervious surface” means a hard surface area that either prevents the entry of water into the soil mantle as under natural conditions prior to development or that causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development.

“Infiltration” means the downward entry of water into the immediate surface of soil.

“In-kind compensation” means to replace critical areas with substitute areas whose characteristics and functions closely approximate those destroyed or degraded by a regulated activity.

“Isolated wetlands” means those wetlands that are outside of and not contiguous to any 100-year floodplain of a lake, river, or stream and have no contiguous hydric soil or hydrophytic vegetation between the wetland and any surface water.

“Joint aquatic resource permits application” means a single application form that may be used to apply for hydraulic project approvals, shoreline management permits, approvals of exceedance of water quality standards, water quality certifications, Coast Guard

bridge permits, Washington State Department of Natural Resources use authorization, and U.S. Army Corps of Engineers permits.

“Mitigation” means avoiding, minimizing, or compensating for adverse critical areas impacts. Mitigation, in the following sequential order of preference, is:

- A. Avoiding the impact altogether by not taking a certain action or parts of an action;
- B. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps, such as project redesign, relocation, or timing, to avoid or reduce impacts;
- C. Rectifying the impact to wetlands, critical aquifer recharge areas, and habitat conservation areas by repairing, rehabilitating, or restoring the affected environment to the conditions existing at the time of the initiation of the project;
- D. Minimizing or eliminating the hazard by restoring or stabilizing the hazard area through engineered or other methods;
- E. Reducing or eliminating the impact or hazard over time by preservation and maintenance operations during the life of the action;
- F. Compensating for the impact to wetlands, critical aquifer recharge areas, and habitat conservation areas by replacing, enhancing, or providing substitute resources or environments; and
- G. Monitoring the hazard or other required mitigation and taking remedial action when necessary.

Mitigation for individual actions may include a combination of the above measures.

“Monitoring” means evaluating the impacts of development proposals on the biological, hydrological, and geological elements of such systems, and assessing the performance of required mitigation measures throughout the collection and analysis of data by various methods for the purpose of understanding and documenting changes in natural ecosystems and features, including gathering baseline data.

“Native vegetation” means plant species that are indigenous to the area in question.

“Natural waters” means waters, excluding water conveyance systems that are artificially constructed and actively maintained for irrigation.

“Nonconformity” means a legally established existing use or legally constructed structure that is not in compliance with current regulations.  
Nonindigenous. See “Exotic.”

“Off-site compensation” means to replace critical areas away from the site on which a critical area has been impacted.

“On-site compensation” means to replace critical areas at or adjacent to the site on which a critical area has been impacted.

H7

“Ordinary high water mark” means that mark which is found by examining water body beds and banks and ascertaining where the presence of the common and usual action of waters, continued in all ordinary years, has marked upon the soil a character distinct from that of the abutting upland, in respect to vegetation.

“Out-of-kind compensation” means to replace critical areas with substitute critical areas whose characteristics do not closely approximate those destroyed or degraded.

“Permeability” means the capacity of an aquifer or confining bed to transmit water. It is a property of the aquifer or confining bed and is independent of the force causing movement.

“Porous soil types” means soils, as identified by the National Resources Conservation Service, U.S. Department of Agriculture, that contain voids, pores, interstices, or other openings which allow the passing of water.

“Potable water” means water that is safe and palatable for human use.

“Practical alternative” means an alternative that is available and capable of being carried out after taking into consideration cost, existing technology, and logistics in light of overall project purposes, and has less impact to critical areas.

“Priority habitat” means habitat type or elements with unique or significant value to one or more species as classified by the Washington Department of Fish and Wildlife. A priority habitat may consist of a unique vegetation type or dominant plant species, a described successional stage, or a specific structural element.

“Project area” means all areas within the area proposed to be disturbed, altered, or used by the proposed activity or the construction of any proposed structures. When the action binds the land, such as a subdivision, short subdivision, binding site plan, planned unit development, or rezone, the project area shall include the entire parcel, at a minimum.

“Qualified professional” means a person with experience and training in the pertinent scientific discipline, and who is a qualified scientific expert with expertise appropriate for the relevant critical area subject in accordance with WAC 365-195-905(4). A qualified professional must have obtained a B.S. or B.A. or equivalent degree in biology, engineering, environmental studies, fisheries, or related field, and two years of related work experience. Also, a qualified professional must have the following license, degree or experience:

A. A qualified professional for habitats or wetlands must have a degree in biology and professional experience related to the subject species.

B. A qualified professional for critical aquifer recharge areas means a hydrogeologist, geologist, engineer, or other scientist with experience in preparing hydrogeologic assessments.

“Recharge” means the process involved in the absorption and addition of water to ground water.

“Reclaimed water” means municipal wastewater effluent that has been adequately and reliably treated so that it is suitable for beneficial use. Following treatment, it is no longer considered wastewater (treatment levels and water quality requirements are given in the water reclamation and reuse standards adopted by the Washington State Departments of Ecology and Health).

“Repair or maintenance” means an activity that restores the character, scope, size, and design of a serviceable area, structure, or land use to its previously authorized and undamaged condition. Activities that change the character, size, or scope of a project beyond the original design and drain, dredge, fill, flood, or otherwise alter critical areas are not included in this definition.

“Restoration” means measures taken to restore an altered or damaged natural feature including:

- A. Active steps taken to restore damaged wetlands, streams, protected habitat, or their buffers to the functioning condition that existed prior to an unauthorized alteration; and
- B. Actions performed to re-establish structural and functional characteristics of the critical area that have been lost by alteration, past management activities, or catastrophic events.

“Riparian habitat” means areas adjacent to aquatic systems with flowing water that contain elements of both aquatic and terrestrial ecosystems that mutually influence each other. The width of these areas extends to that portion of the terrestrial landscape that directly influences the aquatic ecosystem by providing shade, fine or large woody material, nutrients, organic and inorganic debris, terrestrial insects, or habitat for riparian-associated wildlife. Widths shall be measured from the ordinary high water mark or from the top of bank if the ordinary high water mark cannot be identified. It includes the entire extent of the floodplain and the extent of vegetation adapted to wet conditions as well as adjacent upland plant communities that directly influence the stream system. Riparian habitat areas include those riparian areas severely altered or damaged due to human development activities.

River. See “Watercourse.”

“Section 404 permit” means a permit issued by the U.S. Army Corps of Engineers for the placement of dredge or fill material or clearing in waters of the United States, including wetlands, in accordance with 33 USC Section 1344. Section 404 permits may also be for endangered species consultation. They require a consultation under Section 7 of the Federal Endangered Species Act.

“SEPA” means Washington State Environmental Policy Act, Chapter 43.21C RCW.

“Serviceable” means presently usable.

“Soil survey” means the most recent soil survey for the local area or county by the National Resources Conservation Service, U.S. Department of Agriculture.

“Species” means any group of animals classified as a species or subspecies as commonly accepted by the scientific community.

“Species, endangered” means any fish or wildlife species that is threatened with extinction throughout all or a significant portion of its range and is listed by the state or federal government as an endangered species.

“Species, priority” means any fish or wildlife species requiring protective measures and/or management guidelines to ensure their persistence as genetically viable population levels as classified by the Washington Department of Fish and Wildlife, including endangered, threatened, sensitive, candidate and monitor species, and those of recreational, commercial, or tribal importance.

“Species, sensitive” means any wildlife species native to the state of Washington that is vulnerable or declining and is likely to become endangered or threatened throughout a significant portion of its range within the state without cooperative management or removal of threats.

“Species, threatened” means any fish or wildlife species that is likely to become an endangered species within the foreseeable future throughout a significant portion of its range without cooperative management or removal of threats, and is listed by the state or federal government as a threatened species.

Stream. See “Watercourse.”

“Unavoidable” means adverse impacts that remain after all appropriate and practicable avoidance and minimization have been achieved.

“Vulnerability” means the combined effect of susceptibility to contamination and the presence of potential contaminants.

“Watercourse” means any portion of a channel, bed, bank, or bottom waterward of the ordinary high water line of waters of the state including areas in which fish may spawn, reside, or through which they may pass, and tributary waters with defined beds or banks, which influence the quality of fish habitat downstream. This definition includes watercourses that flow on an intermittent basis or which fluctuate in level during the year and applies to the entire bed of such watercourse whether or not the water is at peak level. This definition does not include irrigation ditches, canals, storm water runoff devices, or other entirely artificial watercourses, except where they exist in a natural watercourse that has been altered by humans.

“Water table” means that surface in an unconfined aquifer at which the pressure is atmospheric. It is defined by the levels at which water stands in wells that penetrate the aquifer just far enough to hold standing water.

“Water Typing System”

A. Type 1 streams, lakes and ponds are those waters, within their ordinary high water mark (OHWM), meeting the criteria as “shorelines of the state” and “shorelines of statewide significance” under Chapter 90.58 RCW, but not including those waters’ associated wetlands as defined in Chapter 90.58 RCW. ~~The current list of shoreline waters, along with their specific shoreline environments are provided in Appendix B and C of the Shoreline Master Program.~~ Type 1 streams and lakes are protected by the Yakima County Shoreline Master Program, rather than the CAO;

B. Type 2 streams are those streams that may be perennial or seasonal and that are known to be used by anadromous fish. Type 2 streams, lakes and ponds are those surface water features which require protection due to the nature of their contributions to the functional properties listed in ~~GMC 18.60.050~~ Section 16D.06.05 of the Yakima County Regional Shoreline Master Program, and are considered “streams, lakes and/or ponds of local importance.” Habitats of local importance are designated using the process listed in ~~GMC 18.60.040(B)~~ (Species and Habitats of Local Importance);

C. Type 3 streams include all perennial streams within ~~Yakima County~~ the City of Grandview not classified as Type 1 or 2;

D. Type 4 streams are all intermittent streams within ~~Yakima County~~ the City of Grandview not classified as Type 1, 2 or 3.

E. Type 5 streams are all ephemeral streams within the City of Grandview not classified as Type 1, 2, 3 or 4. Type 5 streams are not regulated under this title.

“Well” means a bored, drilled, or driven shaft, or a dug hole whose depth is greater than the largest surface dimension for the purpose of withdrawing or injecting water or other liquids.

“Wellhead protection area” means the portion of a zone of contribution for a well, wellfield, or spring, as defined using criteria established by the Washington State Department of Ecology.

“Wetland category” means a rating given to a wetland using the Washington State Wetland Rating System for Eastern Washington (October 2014 publication No. 14-06-030, or as revised). The rating is used for purposes of comparing the relative degree of function and values between wetlands and is also used to help determine the size of buffers that are needed to protect those functions and values. See Section GMC 18.06.410.

“Wetland classes, classes of wetlands, or wetland types” means the descriptive classes of the wetlands taxonomic classification system of the U.S. Fish and Wildlife Service.

“Wetland edge” means the boundary of a wetland as delineated based on the definitions contained in this chapter.

“Wetlands” means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. Wetlands may include those artificial wetlands intentionally created from nonwetland areas to mitigate the conversion of wetlands. Wetlands shall be delineated in accordance with the procedures outlined in WAC 173-22-035. All areas within the city meeting the wetland designation criteria in that procedure are hereby designated critical areas and are subject to the provisions of this chapter.

“Wetlands mitigation bank” means a site where wetlands are restored, created, enhanced, or, in exceptional circumstances, preserved expressly for the purpose of providing compensatory mitigation in advance of authorized impacts to similar resources.

**SECTION 2.** Grandview Municipal Code Section 18.06.410 Designation, rating, and mapping wetlands, which reads as follows:

**18.06.410 Designation, rating, and mapping wetlands.**

A. Designating Wetlands. Wetlands are those areas meeting the definition of “wetland” in accordance with GMC 18.06.035. All areas within the city meeting the definition of wetland are hereby designated as critical areas and are subject to the provisions of this chapter.

B. Wetland Ratings. Wetlands shall be rated according to the Washington State Department of Ecology wetland rating system found in the Washington State Wetland Rating System documents Washington State Wetland Rating System for Eastern Washington – Revised (Publication No. 04-06-015, Hruby, T., 2004) or as revised. These documents contain the definitions and methods for determining if the criteria below are met.

1. Category I.
  - a. Characteristics of Category I wetlands are as follows:
    - i. Represent a unique or rare wetland type; or
    - ii. Are more sensitive to disturbance than most wetlands; or
    - iii. Are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; and
    - iv. Provide a high level of function.

52

- b. Category I wetlands are:
  - i. Alkali wetlands; or
  - ii. Wetlands that are identified by scientists of the Washington Natural Heritage Program/DNS as high quality wetlands; or
  - iii. Bogs; or
  - iv. Mature and old-growth forested wetlands over one-fourth acre with slow-growing trees; or
  - v. Forests with stands of aspen; and
  - vi. Wetlands that perform many functions very well (scores of 70 points or more).
- 2. Category II.
  - a. Characteristics. These wetlands are difficult, though not impossible to replace, and provide high levels of some functions.
  - b. Category II wetlands are:
    - i. Forested wetlands in the floodplains of rivers; or
    - ii. Mature and old-growth forested wetlands over one-fourth acre with fast-growing trees; or
    - iii. Vernal pools; and
    - iv. Wetlands that perform functions well (scores between 51 and 69 points).
- 3. Category III.
  - a. Characteristics. Wetlands having a moderate level of function which do not satisfy Category I, II, or IV criteria.
  - b. Category III wetlands are:
    - i. Vernal pools that are isolated; and
    - ii. Wetlands with a moderate level of functions (scores between 30 and 50 points).
- 4. Category IV.
  - a. Characteristics. These are wetlands with the lowest level of function but still provide functions that warrant protection. Often the low function is because they have been heavily disturbed. Replacement of these wetlands can sometimes provide improved function.
  - b. Category IV wetlands have a function score of less than 30.
- 5. Date of Wetland Rating. Wetland rating categories shall be applied as the wetland exists on the date of adoption of the rating system by the local government, as the wetland naturally changes thereafter, or as the wetland changes in accordance with permitted activities. Wetland rating categories shall not change due to illegal modifications.

C. Mapping. The approximate location and extent of potential wetlands are shown on the critical area maps adopted with the ordinance codified in this chapter and listed below. Other maps may also be used as they are developed and subsequently adopted by the city. Soil maps produced by U.S. Department of Agriculture National Resources Conservation Service may be useful in helping to identify potential wetland areas. These maps are to be used as a guide for the city, project applicants, and/or

property owners, and may be continuously updated as new critical areas are identified. They are a reference and do not provide a final critical area designation:

1. City of Grandview Hydrology and Wetlands Map. The exact location of a wetland's boundary shall be determined in accordance with the procedure outlined in WAC 173-22-035 through the performance of a field investigation by a qualified professional wetland scientist applying the approved wetland delineation manual and applicable regional supplements.

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

**18.06.410 Designation, rating, and mapping wetlands.**

A. Designating Wetlands. Wetlands are those areas meeting the definition of "wetland" in accordance with GMC 18.06.035. All areas within the city meeting the definition of wetland are hereby designated as critical areas and are subject to the provisions of this chapter.

B. Wetland Ratings. Wetlands shall be rated according to the Washington State Department of Ecology wetland rating system found in the Washington State Wetland Rating System documents Washington State Wetland Rating System for Eastern Washington – Revised (Publication No. 04-06-015, Hruby, T., 2004 030) or as revised. These documents contain the definitions and methods for determining if the criteria below are met.

1. Category I.
  - a. Characteristics of Category I wetlands are as follows:
    - i. Represent a unique or rare wetland type; or
    - ii. Are more sensitive to disturbance than most wetlands; or
    - iii. Are relatively undisturbed and contain ecological attributes that are impossible to replace within a human lifetime; **and or**
    - iv. Provide a high level of function.
  - b. Category I wetlands are:
    - i. Alkali wetlands; or
    - ii. Wetlands that are identified by scientists of the Washington Natural Heritage Program/DNS as high quality wetlands of High Conservation Value (formerly called Natural Heritage Wetlands). These wetlands have been identified by scientists from the Natural Heritage Program as important ecosystems for maintaining plant diversity in Washington State; or
    - iii. Bogs; or
    - iv. Mature and old-growth forested wetlands over one-fourth acre with slow-growing trees; or
    - v. Forests with stands of aspen; and
    - vi. Wetlands that perform many functions very well functions at high levels (scores of 70 22 points or more out of 27) from the rating of functions.
2. Category II.

54

- a. Characteristics. These wetlands are difficult, though not impossible to replace, and provide high levels of some functions.
- b. Category II wetlands are:
  - i. Forested wetlands in the floodplains of rivers; or
  - ii. Mature and old-growth forested wetlands over one-fourth acre with fast-growing trees; or
  - iii. Vernal pools; and
  - iv. Wetlands that perform functions well (scores between 54 19 and 69 21 points out of 27).

3. Category III.

a. Characteristics. Wetlands having a moderate level of function which do not satisfy Category I, II, or IV criteria (scores between 16 to 18 points).

b. ~~Category III wetlands are:~~

- ~~i. Vernal pools that are isolated; and~~
- ~~ii. Wetlands with a moderate level of functions (scores between 30 and 50 points).~~

4. Category IV.

a. Characteristics. These are wetlands with the lowest level of function but still provide functions that warrant protection. Often the low function is because they have been heavily disturbed. Replacement of these wetlands can sometimes provide improved function.

b. Category IV wetlands have a function score of less than 30 16.

5. Date of Wetland Rating. Wetland rating categories shall be applied as the wetland exists on the date of adoption of the rating system by the local government, as the wetland naturally changes thereafter, or as the wetland changes in accordance with permitted activities. Wetland rating categories shall not change due to illegal modifications.

C. Mapping. The approximate location and extent of potential wetlands are shown on the critical area maps adopted with the ordinance codified in this chapter and listed below. Other maps may also be used as they are developed and subsequently adopted by the city. Soil maps produced by U.S. Department of Agriculture National Resources Conservation Service may be useful in helping to identify potential wetland areas. These maps are to be used as a guide for the city, project applicants, and/or property owners, and may be continuously updated as new critical areas are identified. They are a reference and do not provide a final critical area designation:

1. City of Grandview Hydrology and Wetlands Map. The exact location of a wetland's boundary shall be determined in accordance with the procedure outlined in WAC 173-22-035 through the performance of a field investigation by a qualified professional wetland scientist applying the approved wetland delineation manual and applicable regional supplements.

**SECTION 3.** There is hereby added a new Section 18.06.415 Administrative Official – Training to Chapter 18.06 Critical Areas of the Grandview Municipal Code to read as follows:

**18.06.415 Administrative Official – Training.**

The Administrative Official should receive training provided by the Washington State Department of Ecology in how to recognize wetland types and how they can change seasonally.

**SECTION 4. Grandview Municipal Code Section 18.06.440 Performance standards – Compensatory mitigation requirements, which reads as follows:**

**18.06.440 Performance standards – Compensatory mitigation requirements.**

Compensatory mitigation for alterations to wetlands shall achieve equivalent or greater biologic functions. Compensatory mitigation plans shall be consistent with the Washington State Department of Ecology Guidelines for Wetland Mitigation in Washington State, Parts 1 and 2, Publications No. 06-06-011a and No. 06-06-11b, March 2006.

- A. Mitigation shall be required in the following order of preference:
  - 1. Avoiding the impact altogether by not taking a certain action or parts of an action.
  - 2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts.
  - 3. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.
  - 4. Reducing or eliminating the impact over time by preservation and maintenance operations.
  - 5. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments.
- B. Mitigation for Affected Functions or Functions Lost as a Result of the Proposed Activity. Compensatory mitigation actions shall address functions affected by the alteration to achieve functional equivalency or improvement and shall provide similar wetland functions as those lost by the proposed activity, except when:
  - 1. The lost wetland provides minimal functions as determined by a site-specific function assessment, and the proposed compensatory mitigation action(s) will provide equal or greater functions or will provide functions shown to be limiting within a watershed through a formal Washington State watershed assessment plan or protocol; or
  - 2. Out-of-kind replacement will best meet formally identified watershed goals, such as replacement of historically diminished wetland types.
- C. Preference of Mitigation Actions. Mitigation actions that require compensation by replacing, enhancing, or substitution shall occur in the following order of preference:
  - 1. Restoring wetlands on upland sites that were formerly wetlands.
  - 2. Creating wetlands on disturbed upland sites such as those with vegetative cover consisting primarily of nonnative introduced species. This should only be attempted when there is a consistent source of hydrology and it can be shown that the surface and subsurface hydrologic regime is conducive for the wetland community that is being designed.

3. Enhancing significantly degraded wetlands in combination with restoration or creation. Such enhancement should be part of a mitigation package that includes replacing the impacted area meeting appropriate ratio requirements.

D. Type and Location of Mitigation. Unless it is demonstrated that a higher level of ecological functioning would result from an alternate approach, compensatory mitigation for ecological functions shall be either in kind and on site, or in kind and within the same stream reach, subbasin, or drift cell. Mitigation actions shall be conducted within the same subdrainage basin and on the same site as the alteration except when all of the following apply:

1. There are no reasonable on-site or in-subdrainage basin opportunities or on-site and in-subdrainage basin opportunities do not have a high likelihood of success, after a determination of the natural capacity of the site to mitigate for the impacts. Consideration should include: anticipated wetland mitigation replacement ratios, buffer conditions and proposed widths, hydrogeomorphic classes of on-site wetlands when restored, proposed flood storage capacity, potential to mitigate riparian fish and wildlife impacts (such as connectivity);

2. Off-site mitigation has a greater likelihood of providing equal or improved wetland functions than the impacted wetland; and

3. Off-site locations shall be in the same subdrainage basin unless:

a. Established watershed goals for water quality, flood or conveyance, habitat, or other wetland functions have been established and strongly justify location of mitigation at another site; or

b. Credits from a state certified wetland mitigation bank are used as mitigation and the use of credits is consistent with the terms of the bank's certification.

E. Mitigation Timing.

1. Mitigation projects shall be completed with an approved monitoring plan prior to activities that will disturb wetlands. In all other cases, mitigation shall be completed immediately following disturbance and prior to use or occupancy of the activity or development. Construction of mitigation projects shall be timed to reduce impacts to existing fisheries, wildlife, and flora.

2. The administrative official may authorize a one-time temporary delay, up to 120 days, in completing minor construction and landscaping when environmental conditions could produce a high probability of failure or significant construction difficulties. The delay shall not create or perpetuate hazardous conditions or environmental damage or degradation, and the delay shall not be injurious to the health, safety, and general welfare of the public. The request for the temporary delay must include a written justification that documents the environmental constraints which preclude implementation of the mitigation plan. The justification must be verified and approved by the city and include a financial guarantee.

F. Wetland Mitigation Ratios. Wetland mitigation ratios shall be as established in Table 18.06.440(F).

Table 18.06.440(F). Wetland Mitigation Ratios

Category and Type of Wetland	Creation or Re-establishment	Rehabilitation	Enhancement	Preservation
Category I: Bog, natural heritage site	Not permitted	6:1	Case by case	10:1
Category I: Mature forested	6:1	12:1	24:1	24:1
Category I: Based on functions	4:1	8:1	16:1	20:1
Category II	3:1	6:1	12:1	20:1
Category III	2:1	4:1	8:1	15:1
Category IV	1.5:1	3:1	6:1	10:1

G. **Compensatory Mitigation Plan.** When a project involves wetland and/or buffer impacts, a compensatory mitigation plan prepared by a qualified professional shall be required, meeting the following standards:

1. **Wetland Critical Area Report.** A critical area report for wetlands must accompany or be included in the compensatory mitigation plan and include the minimum parameters described in GMC 18.06.210, 18.06.220 and 18.06.420.
2. **Compensatory Mitigation Report.** The report must include a written report and plan sheets that must contain, at a minimum, the following elements:
  - a. A written report consisting of:
    - i. The name and contact information of the applicant; the name, qualifications, and contact information for the primary author(s) of the compensatory mitigation report; a description of the proposal; identification of all the local, state, and/or federal wetland related permit(s) required for the project; and a vicinity map for the project.
    - ii. Description of how the project design has been modified to avoid, minimize, or reduce adverse impacts to wetlands.
    - iii. Description of the existing wetland and buffer areas proposed to be impacted. Include acreage (or square footage), water regime, vegetation, soils, landscape position, surrounding land uses, and functions. Also describe impacts in terms of acreage by Cowardin classification, hydrogeomorphic classification, and wetland rating, based on wetland ratings of this chapter.
    - iv. Description of the compensatory mitigation site, including location and rationale for selection. Include an assessment of existing conditions: acreage (or square footage) of wetlands and uplands, water regime, sources of water, vegetation, soils, landscape position, surrounding land uses, and functions. Estimate future conditions in this location if the compensation

actions are not undertaken (i.e., how would the site progress through natural succession?).

v. A description of the proposed mitigation construction activities and timing of activities.

vi. A description of the proposed actions for compensation of wetland and upland areas affected by the project. Include overall wetland and upland areas affected by the project. Include overall goals of the proposed mitigation, including a description of the targeted functions, hydrogeomorphic classification, and categories of wetlands.

vii. A discussion of ongoing management practices that will protect wetlands after the project site has been developed, including proposed monitoring and maintenance programs for remaining wetlands and compensatory mitigation wetlands.

viii. A bond estimate for the entire compensatory mitigation project, including the following elements: site preparation, plant materials, construction materials, installation oversight, maintenance twice per year for up to five years, annual monitoring field work and reporting, and contingency actions for a maximum of the total required number of years for monitoring.

ix. Proof of establishment of notice on title for the wetlands and buffers on the project site, including the compensatory mitigation areas.

b. Scaled plan sheets for the compensatory mitigation depicting:

i. Surveyed edges of the existing wetland and buffers, proposed areas of wetland and/or buffer impacts, location of proposed wetland and/or buffer compensation actions.

ii. Existing topography, ground-proofed, at two-foot contour intervals in the zone of the proposed compensation actions if any grading activity is proposed to create the compensation area(s). Also existing cross-sections of the on-site wetland areas that are proposed to be impacted, and cross-section(s) (estimated one-foot intervals) for the proposed areas of wetland or buffer compensation.

iii. Surface and subsurface hydrologic conditions including an analysis of existing and proposed hydrologic regimes for enhanced, created, or restored compensatory mitigation areas. Also, illustrations of how data for existing hydrologic conditions were used to determine the estimates of future hydrologic conditions.

iv. Conditions expected from the proposed actions on site including future hydrogeomorphic types, vegetation community types by dominant species (wetland and upland), and future water regimes.

v. Required wetland buffers for existing wetlands and proposed compensation areas. Also, identify any zones where

buffers are proposed to be reduced or enlarged outside of the standards identified in this chapter.

vi. A plant schedule for the compensation area including all species by proposed community type and water regime, size and type of plant material to be installed, spacing of plants, typical clustering patterns, total number of species by community type, and the timing of installation.

vii. Performance standards (measurable standards reflective of years post-installation) for upland and wetland communities, monitoring schedule, and maintenance schedule and actions by each biennium.

H. Wetland Mitigation Banks.

1. Credits from a wetland mitigation bank may be approved for use as compensation for unavoidable impacts to wetlands when:

a. The bank is certified under Chapter 173-700 WAC;

b. The administrative official determines that the wetland mitigation bank provides appropriate compensation for the authorized impacts; and

c. The proposed use of credits is consistent with the terms and conditions of the bank's certification.

2. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the bank's certification.

3. Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the bank's certification. In some cases, bank service areas may include portions of more than one adjacent drainage basin for specific wetland functions.

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

18.06.440 Performance standards – Compensatory mitigation requirements.

Compensatory mitigation for alterations to wetlands shall achieve equivalent or greater biologic functions. Compensatory mitigation plans shall be consistent with the Washington State Department of Ecology Guidelines for Wetland Mitigation in Washington State, Parts 1 and 2, Publications No. 06-06-011a and No. 06-06-11b, March 2006.

A. Mitigation shall be required in the following order of preference:

1. Avoiding the impact altogether by not taking a certain action or parts of an action.

2. Minimizing impacts by limiting the degree or magnitude of the action and its implementation, by using appropriate technology, or by taking affirmative steps to avoid or reduce impacts.

3. Rectifying the impact by repairing, rehabilitating, or restoring the affected environment.

4. Reducing or eliminating the impact over time by preservation and maintenance operations.

5. Compensating for the impact by replacing, enhancing, or providing substitute resources or environments.

B. Mitigation for Affected Functions or Functions Lost as a Result of the Proposed Activity. Compensatory mitigation actions shall address functions affected by the alteration to achieve functional equivalency or improvement and shall provide similar wetland functions as those lost by the proposed activity, except when:

1. The lost wetland provides minimal functions as determined by a site-specific function assessment, and the proposed compensatory mitigation action(s) will provide equal or greater functions or will provide functions shown to be limiting within a watershed through a formal Washington State watershed assessment plan or protocol; or

2. Out-of-kind replacement will best meet formally identified watershed goals, such as replacement of historically diminished wetland types.

C. Preference of Mitigation Actions. Mitigation actions that require compensation by replacing, enhancing, or substitution shall occur in the following order of preference:

1. Restoring wetlands on upland sites that were formerly wetlands.

2. Creating wetlands on disturbed upland sites such as those with vegetative cover consisting primarily of nonnative introduced species. This should only be attempted when there is a consistent source of hydrology and it can be shown that the surface and subsurface hydrologic regime is conducive for the wetland community that is being designed.

3. Enhancing significantly degraded wetlands in combination with restoration or creation. Such enhancement should be part of a mitigation package that includes replacing the impacted area meeting appropriate ratio requirements.

D. Type and Location of Mitigation. Unless it is demonstrated that a higher level of ecological functioning would result from an alternate approach, compensatory mitigation for ecological functions shall be either in kind and on site, or in kind and within the same stream reach, subbasin, or drift cell. Mitigation actions shall be conducted within the same subdrainage basin and on the same site as the alteration except when all of the following apply:

1. There are no reasonable on-site or in-subdrainage basin opportunities or on-site and in-subdrainage basin opportunities do not have a high likelihood of success, after a determination of the natural capacity of the site to mitigate for the impacts. Consideration should include: anticipated wetland mitigation replacement ratios, buffer conditions and proposed widths, hydrogeomorphic classes of on-site wetlands when restored, proposed flood storage capacity, potential to mitigate riparian fish and wildlife impacts (such as connectivity);

2. Off-site mitigation has a greater likelihood of providing equal or improved wetland functions than the impacted wetland; and

3. Off-site locations shall be in the same subdrainage basin unless:

a. Established watershed goals for water quality, flood or conveyance, habitat, or other wetland functions have been established and strongly justify location of mitigation at another site; or

b. Credits from a state certified wetland mitigation bank are used as mitigation and the use of credits is consistent with the terms of the bank's certification.

E. Mitigation Timing.

1. Mitigation projects shall be completed with an approved monitoring plan prior to activities that will disturb wetlands. In all other cases, mitigation shall be completed immediately following disturbance and prior to use or occupancy of the activity or development. Construction of mitigation projects shall be timed to reduce impacts to existing fisheries, wildlife, and flora.

2. The administrative official may authorize a one-time temporary delay, up to 120 days, in completing minor construction and landscaping when environmental conditions could produce a high probability of failure or significant construction difficulties. The delay shall not create or perpetuate hazardous conditions or environmental damage or degradation, and the delay shall not be injurious to the health, safety, and general welfare of the public. The request for the temporary delay must include a written justification that documents the environmental constraints which preclude implementation of the mitigation plan. The justification must be verified and approved by the city and include a financial guarantee.

F. Wetland Mitigation Ratios. Wetland mitigation ratios shall be as established in Table 18.06.440(F).

Table 18.06.440(F). Wetland Mitigation Ratios

Category and Type of Wetland	Creation or Re-establishment	Rehabilitation	Enhancement	Preservation
Category I: Bog, natural heritage site	Not permitted considered possible	6:1 Case by case	Case by case	10:1
Category I: Mature forested	6:1	12:1	24:1	24:1
Category I: Based on functions	4:1	8:1	16:1	20:1
Category II	3:1	6:1	12:1	20:1
Category III	2:1	4:1	8:1	15:1
Category IV	1.5:1	3:1	6:1	10:1

G. Credit/Debit Method. To more fully protect functions and values, and as an alternative to the mitigation ratios found in the joint guidance "Wetland Mitigation in Washington State Parts I and II" (Ecology Publication #06-06-11a-b, Olympia, WA, March 2006), the administrator may allow mitigation based on the "credit/debit" method developed by the Department of Ecology in "Calculating Credits and Debits for Compensatory Mitigation in Wetlands of Eastern Washington: Final Report" (Ecology Publication #11-06-015, August 2012, or as revised).

**G. H. Compensatory Mitigation Plan.** When a project involves wetland and/or buffer impacts, a compensatory mitigation plan prepared by a qualified professional shall be required, meeting the following standards:

1. **Wetland Critical Area Report.** A critical area report for wetlands must accompany or be included in the compensatory mitigation plan and include the minimum parameters described in GMC 18.06.210, 18.06.220 and 18.06.420.
2. **Compensatory Mitigation Report.** The report must include a written report and plan sheets that must contain, at a minimum, the following elements:
  - a. **A written report consisting of:**
    - i. **The name and contact information of the applicant; the name, qualifications, and contact information for the primary author(s) of the compensatory mitigation report; a description of the proposal; identification of all the local, state, and/or federal wetland related permit(s) required for the project; and a vicinity map for the project.**
    - ii. **Description of how the project design has been modified to avoid, minimize, or reduce adverse impacts to wetlands.**
    - iii. **Description of the existing wetland and buffer areas proposed to be impacted. Include acreage (or square footage), water regime, vegetation, soils, landscape position, surrounding land uses, and functions. Also describe impacts in terms of acreage by Cowardin classification, hydrogeomorphic classification, and wetland rating, based on wetland ratings of this chapter.**
    - iv. **Description of the compensatory mitigation site, including location and rationale for selection. Include an assessment of existing conditions: acreage (or square footage) of wetlands and uplands, water regime, sources of water, vegetation, soils, landscape position, surrounding land uses, and functions. Estimate future conditions in this location if the compensation actions are not undertaken (i.e., how would the site progress through natural succession?).**
    - v. **A description of the proposed mitigation construction activities and timing of activities.**
    - vi. **A description of the proposed actions for compensation of wetland and upland areas affected by the project. Include overall wetland and upland areas affected by the project. Include overall goals of the proposed mitigation, including a description of the targeted functions, hydrogeomorphic classification, and categories of wetlands.**
    - vii. **A discussion of ongoing management practices that will protect wetlands after the project site has been developed, including proposed monitoring and maintenance programs for remaining wetlands and compensatory mitigation wetlands.**

63

viii. A bond estimate for the entire compensatory mitigation project, including the following elements: site preparation, plant materials, construction materials, installation oversight, maintenance twice per year for up to five years, annual monitoring field work and reporting, and contingency actions for a maximum of the total required number of years for monitoring.

ix. Proof of establishment of notice on title for the wetlands and buffers on the project site, including the compensatory mitigation areas.

b. Scaled plan sheets for the compensatory mitigation depicting:

i. Surveyed edges of the existing wetland and buffers, proposed areas of wetland and/or buffer impacts, location of proposed wetland and/or buffer compensation actions.

ii. Existing topography, ground-proofed, at two-foot contour intervals in the zone of the proposed compensation actions if any grading activity is proposed to create the compensation area(s). Also existing cross-sections of the on-site wetland areas that are proposed to be impacted, and cross-section(s) (estimated one-foot intervals) for the proposed areas of wetland or buffer compensation.

iii. Surface and subsurface hydrologic conditions including an analysis of existing and proposed hydrologic regimes for enhanced, created, or restored compensatory mitigation areas. Also, illustrations of how data for existing hydrologic conditions were used to determine the estimates of future hydrologic conditions.

iv. Conditions expected from the proposed actions on site including future hydrogeomorphic types, vegetation community types by dominant species (wetland and upland), and future water regimes.

v. Required wetland buffers for existing wetlands and proposed compensation areas. Also, identify any zones where buffers are proposed to be reduced or enlarged outside of the standards identified in this chapter.

vi. A plant schedule for the compensation area including all species by proposed community type and water regime, size and type of plant material to be installed, spacing of plants, typical clustering patterns, total number of species by community type, and the timing of installation.

vii. Performance standards (measurable standards reflective of years post-installation) for upland and wetland communities, monitoring schedule, and maintenance schedule and actions by each biennium.

#### **H. I. Wetland Mitigation Banks.**

1. Credits from a wetland mitigation bank may be approved for use as compensation for unavoidable impacts to wetlands when:

- a. The bank is certified under Chapter 173-700 WAC;
  - b. The administrative official determines that the wetland mitigation bank provides appropriate compensation for the authorized impacts; and
  - c. The proposed use of credits is consistent with the terms and conditions of the bank's certification.
- 2. Replacement ratios for projects using bank credits shall be consistent with replacement ratios specified in the bank's certification.
  - 3. Credits from a certified wetland mitigation bank may be used to compensate for impacts located within the service area specified in the bank's certification. In some cases, bank service areas may include portions of more than one adjacent drainage basin for specific wetland functions.

**SECTION 5.** Grandview Municipal Code Section 18.06.610 Designation of fish and wildlife habitat conservation areas, which reads as follows:

**18.06.610 Designation of fish and wildlife habitat conservation areas.**

- A. Fish and wildlife habitat conservation areas include:
  - 1. Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association;
  - 2. Habitats of local importance, including but not limited to areas designated as priority habitat by the Washington Department of Fish and Wildlife;
  - 3. Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat, including those artificial ponds intentionally created from dry areas in order to mitigate impacts to ponds;
  - 4. Waters of the state, including lakes, rivers, ponds, streams, inland waters;
  - 5. Underground waters, and all other surface waters and watercourses within the jurisdiction of the state of Washington;
  - 6. Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity;
  - 7. "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company.
- B. All areas within the city meeting one or more of these criteria, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this chapter and shall be managed consistent with the best available science.
- C. Mapping. The approximate location and extent of habitat conservation areas are shown on the critical area maps adopted with the ordinance codified in this chapter by the city, as most recently updated. The following maps and data are hereby adopted and are available from the city and/or the listed governmental agency:
  - 1. Washington Department of Fish and Wildlife Priority Habitat and Species Maps;

15

2. Washington State Department of Natural Resources Official Water Type Reference Maps, as amended; and

3. Anadromous and resident salmonid distribution maps contained in the Habitat Limiting Factors Reports published by the Washington Conservation Commission.

The above maps are to be used as a guide for the city, project applicants, and/or property owners and should be continuously updated as new critical areas are identified. The above maps are a reference and do not provide a final critical area designation.

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

18.06.610 Designation of fish and wildlife habitat conservation areas.

A. Fish and wildlife habitat conservation areas include:

1. Areas with which state or federally designated endangered, threatened, and sensitive species have a primary association;

2. Habitats of local importance, including but not limited to areas designated as priority habitat by the Washington Department of Fish and Wildlife and species of local importance, as determined locally;

3. Commercial and recreational shellfish areas;

4. Kelp and eelgrass beds; herring, smelt, and other forage fish spawning areas;

~~3.~~ 5. Naturally occurring ponds under 20 acres and their submerged aquatic beds that provide fish or wildlife habitat, including those artificial ponds intentionally created from dry areas in order to mitigate impacts to ponds;

~~4.~~ 6. Waters of the state, including lakes, rivers, ponds, streams, inland waters;

~~5.~~ 7. Underground waters, and all other surface waters and watercourses within the jurisdiction of the state of Washington;

~~6.~~ 7. Lakes, ponds, streams, and rivers planted with game fish by a governmental or tribal entity;

8. State natural area preserves, natural resource conversation areas, and state wildlife areas; and

~~7.~~ 9. "Fish and wildlife habitat conservation areas" does not include such artificial features or constructs as irrigation delivery systems, irrigation infrastructure, irrigation canals, or drainage ditches that lie within the boundaries of and are maintained by a port district or an irrigation district or company.

B. All areas within the city meeting one or more of these criteria, regardless of any formal identification, are hereby designated critical areas and are subject to the provisions of this chapter and shall be managed consistent with the best available science.

C. The Byron Unit of the Sunnyside-Snake River Wildlife Area occurs in the south end of the Grandview City Limits. This area is designated as a Fish and Wildlife Habitat Conservation Area that is subject to the provisions of Article V.

~~C.~~ D. Mapping. The approximate location and extent of habitat conservation areas are shown on the critical area maps adopted with the ordinance codified in this

chapter by the city, as most recently updated. The following maps and data are hereby adopted and are available from the city and/or the listed governmental agency:

1. Washington Department of Fish and Wildlife Priority Habitat and Species Maps;
2. Washington State Department of Natural Resources Official Water Type Reference Maps, as amended; and
3. Anadromous and resident salmonid distribution maps contained in the Habitat Limiting Factors Reports published by the Washington Conservation Commission.

The above maps are to be used as a guide for the city, project applicants, and/or property owners and should be continuously updated as new critical areas are identified. The above maps are a reference and do not provide a final critical area designation.

**SECTION 6.** This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on January 10, 2017.

**MAYOR**

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**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

PUBLICATION: 1/11/17  
EFFECTIVE: 1/16/17

67



**PUBLIC MEETING AND NOTICE OF INTENT TO APPLY  
FOR FUNDING ASSISTANCE TO THE USDA RURAL DEVELOPMENT  
FOR THE PURCHASE OF A FIRE TRUCK AND EQUIPMENT**

Please take notice that the City of Grandview, Washington, will be submitting an application for funding assistance to Rural Development (RD), a division of the United States Department of Agriculture (USDA). A public meeting will be held at 7:00 p.m., Tuesday, January 10, 2017 by the Grandview City Council in the Council Chambers located at Grandview City Hall, 207 West Second Street, Grandview, Washington. The application is for RD loan and grant monies to be used to finance the purchase of a fire truck and equipment. Public comments are welcomed. Written comments should be addressed to Anita Palacios, City Clerk, City of Grandview, 207 West Second Street, Grandview, Washington 98930.

**REUNIÓN PÚBLICA Y NOTIFICACIÓN PARA SOLICITAR ASISTENCIA FINANCIERA PARA  
EL DESARROLLO RURAL DEL USDA PARA LA COMPRA DE UN CAMION DE  
BOMBEROS Y EQUIPO**

Tome por favor el aviso que la Ciudad de Grandview, Washington, presentará solicitudes para la ayuda de la financiación al desarrollo rural (RD), una división del Ministerio de Agricultura unido del estado (USDA). Una reunión pública será a las 7:00 p.m. el martes, 10 de enero de 2017 por el Consejo de Grandview en el cuarto del consejo que está localizado en la Oficina de la Ciudad de Grandview en el 207 West Second Street, Grandview, Washington. La solicitud de préstamo y donación de RD dinero que será utilizado para financiar la compra de un camión de bomberos y equipo. Agradecemos comentarios públicos. Los comentarios escritos se deben mandar a Anita Palacios, Secretaria, Ciudad de Grandview, 207 West Second Street, Grandview, Washington 98930.

PUBLICATION: Daily Sun News – December 19, 2016

**RESOLUTION NO. 2017-1**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO OBLIGATE USDA RURAL DEVELOPMENT  
FUNDING FOR THE PURCHASE OF A FIRE TRUCK AND EQUIPMENT**

**WHEREAS**, at the December 13, 2016 City Council meeting, the Council passed a motion approving submittal of an application to the USDA Rural Development for funding assistance to purchase a fire truck and equipment in the amount of \$600,000.00; and

**WHEREAS**, it is necessary that certain conditions be met as part of the funding requirements; and

**WHEREAS**, Mayor Norm Childress is authorized to obligate USDA Rural Development funding on behalf of the City; and

**NOW, THEREFORE**, be it resolved that the City obligates USDA Rural Development funding assistance for the purchase of a fire truck and equipment;

**BE IT FURTHER RESOLVED** that the City designates Mayor Norm Childress, as the authorized Chief Administrative Official and authorized representative to act in all official matters in connection with the funding assistance.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 10, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

69



**Application for Federal Assistance SF-424**

Version 02

9. Type of Applicant 1: Select Applicant Type: C. City or Township Government

Type of Applicant 2: Select Applicant Type:  
C. City or Township Government

Type of Applicant 3: Select Applicant Type:  
C. City or Township Government

\*Other (specify):

\*10. Name of Federal Agency:  
USDA Rural Development

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

\*12. Funding Opportunity Number:

\*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Grandview

\*15. Descriptive Title of Applicant's Project:

Purchase fire truck and equipment.

**Attach supporting documents as specified in agency instructions.**

**Application for Federal Assistance SF-424**

Version 02

16. Congressional Districts Of: WA-015

\*a. Applicant

\*b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

\*a. Start Date:

\*b. End Date:

**18. Estimated Funding (\$):**

\*a. Federal \$550,000.00

\*b. Applicant \$50,000.00

\*c. State

\*d. Local

\*e. Other

\*f. Program Income

\*g. TOTAL \$600,000.00

**\*19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372

**\*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

Yes

No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\*I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: \*First Name: Norm

Middle Name:

\*Last Name: Childress

Suffix:

\*Title: Mayor

\*Telephone Number: (509) 882-9200

Fax Number: (509) 882-3099

\*Email: mayornorm@grandview.wa.us

\*Signature of Authorized Representative:

Date Signed:

72

**Application for Federal Assistance SF-424**

Version 02

**\*Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

# USDA Loan Narrative

## **INTRODUCTION:**

The Grandview Fire Department is a combination department made up of two (2) full time employees and forty-one (41) volunteers. We share ownership of our one fire station, located at 110 Avenue A, with Yakima County Fire District #5. Our apparatus fleet consists of three (3) Pumpers, one (1) Quint, one (1) Rescue Truck and four (4) command vehicles. The command vehicles are set up as initial response command vehicles with medical equipment. This allows for quick response to start operations at fire scenes as well as initiate medical care on medical responses. These command vehicles include a Ford Expedition and three (3) Chevrolet Tahoe's. The Rescue Truck is a transport capable vehicle equipped for medical calls, extrication equipment for motor vehicle accidents and miscellaneous equipment for other types of calls such as water rescue, mass casualty events and etc. This Rescue is co-owned by the City of Grandview as well as Yakima County Fire District #5. The Quint is a seventy-five (75) foot aerial apparatus with its own 1500 Gallon Per Minute (GPM) water pump. The Quint is an American La France truck that was purchased as a used model from the Portland Oregon area. We have three (3) Pumpers. The newest is a E-One Pumper built on an International commercial chassis. This Pumper is co-owned by the City of Grandview as well as Yakima County Fire District #5. We are currently paying for this truck and have five years left before it is paid in full. The seconded oldest Pumper is an American La France Pumper built on a Freightliner commercial chassis. This truck was purchased with the assistance of a USDA grant. The oldest is an E-One Pumper built on a custom chassis and is considered to be our first out pumper. This Pumper was purchased at the same time the fire station was built with some of the money the voters approved to build the station set aside to buy this truck.

## **EQUIPMENT NEEDS:**

The Grandview Fire Department is currently looking to replace three (3) of our fire apparatus in the near future. The Rescue truck will need to be replaced within the next four to five years. Fortunately, the voters approved an Emergency Medical Service (EMS) levy several years ago which provides funding to be used towards purchasing equipment that is utilized for emergency medical services. This funding source has allowed us to set aside funds for the future purchase of a Rescue truck. By the time we will need to replace this truck we anticipate having enough funding set aside to pay for our half of the purchase. This unit will continue to be a shared ownership truck with our partners, Yakima County Fire District #5. In addition, we will need to look at replacing our Quint in the next six to eight years. In today's dollars, this is approximately a \$1,000,000 purchase. Unfortunately, we are currently not able to place any funds aside towards the future purchase of this piece of equipment. Our most immediate need is to replace our oldest Pumper. Because of its age, we are starting to see more and more difficulty in keeping this piece of equipment in top shape to meet the needs of the community as well as passing all of the required annual tests. It is also rapidly approaching a time when the manufacture is less likely to maintain necessary parts for repairs. Fire engine manufacturers have made tremendous advancements in the last fifteen years on the technology built into modern fire engines that have increased the ability of the truck to do its job as well as protect firefighters. This is another significant reason we need to look at purchasing a new truck as soon as possible. Since it can take one to two years to complete the process of purchasing a new fire engine, we are hoping to secure funding and move forward on this as soon as possible. In today's dollars, when you include the necessary equipment to outfit this type of truck, this is approximately a \$600,000 purchase.

## **CONCLUSION:**

The City of Grandview and the Grandview Fire Department are always working at trying to provide the citizens of Grandview and its business with the best emergency services possible. This includes everything from annual safety inspections, the best Washington Survey and Rating Bureau rating possible to provide low insurance costs and a department that provides high quality emergency response capabilities. As I mentioned earlier the City of Grandview continues to explore all possible avenues to address these needs for the community. This includes partnering with the USDA through a grant program to purchase a Pumper and partnering with Yakima County Fire District #5 to purchase a Rescue Truck and a Pumper. Always with the intent to provide the best we can for the safety of our taxpayers at the most reasonable cost we can. But as with all Washington State communities, these last few years have been extremely difficult with the passage of several tax limiting and/or tax cutting measures. None the less the community leaders have worked diligently to maintain a balanced budget and meet the basic needs of the community. With those efforts in mind and recognizing the fact that we really need to replace this truck, the community leaders set aside \$20,000 in the 2016 budget towards the future purchase of a fire truck. They have also currently maintained that amount and added another \$20,000 to it for the 2017 budget. Understanding though that at this rate it is going to take way to many years to save up enough money to purchase a fire truck. And in the meantime, the cost of purchasing a fire truck continues to go up as well. The cost of purchasing this type of truck recently increased approximately \$17,000 as a new year approaches. With these things in mind we recently became aware of this loan funding opportunity through the USDA.

If the City of Grandview is able to secure this loan opportunity to purchase a fire truck it would give us the chance to address an immediate need in the most fiscally way possible for the local taxpayers. The City of Grandview would be looking at a loan package that would enable us to make up to a \$600,000 purchase. This purchase would include a new custom built Pumper and the equipment to outfit it such as: fire hose, ground ladders, nozzles, adapters, valves, portable lighting, power saws, axes, halogen tools, forcible entry tools, SCBA's, structural firefighting gear, generators, power fans, thermal imaging cameras, ground monitors, foam firefighting equipment, miscellaneous tools, firefighter rescue equipment, tarps, fire extinguishers and etc. The ability to secure this loan from the USDA would allow us the opportunity to purchase a fire truck at today's prices. When you compare that to trying to save up the money and then purchase a fire truck it has the potential to save the City of Grandview and its taxpayers tens of thousands of dollars. In addition, by having the money to make the purchase now we have an additional opportunity to tag on to the bid process recently completed by Yakima County Fire District #12. They recently took possession of a truck very similar to what we would need to purchase and included language in their bid process that allows other jurisdictions to tag on to the bid. This in itself greatly decreases the time and effort involved in going out to bid to purchase a truck while still ensuring we are buying at a competitive bid price. This will help us to address our immediate needs sooner as well as potentially helping to keep the overall cost down even more. The loan payments for repayment of this loan are also expected to be less annually than what we are currently trying to set aside towards a future purchase. This would allow those extra funds to be used to address other needs for the City of Grandview.

Thank you for considering us in regards to this opportunity.

Respectfully submitted,  
Pat Mason, Fire Chief  
Grandview Fire Department

**ORDINANCE NO. 2017-3**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A FRANCHISE AGREEMENT BETWEEN THE CITY OF  
GRANDVIEW AND MOBILITIE, LLC**

**WHEREAS**, the City is authorized to grant franchises for the installation, operation and maintenance of telecommunications services within the City; and,

**WHEREAS**, the grantee, Mobilitie, LLC, has represented to the City that it provides a telephone business as defined by RCW 82.16.010, and has applied to the City for a telecommunications service franchise to construct, operate and maintain a telecommunications service within the City; and,

**WHEREAS**, the City is willing to accept such a franchise subject to the terms and conditions stated herein and to abide by these terms and conditions; and,

**WHEREAS**, the City Council finds that it would serve the public interest of the residents of the City to grant a non-exclusive telecommunications services franchise to Mobilitie, LLC, subject to the terms and conditions set forth below.

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

Section 1. The Mayor is hereby authorized to sign and otherwise execute the franchise agreement with Mobilitie, LLC. The terms and conditions governing the franchise shall be those set forth in the franchise agreement attached hereto as Exhibit A.

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

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on January 10, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLICATION: 1/11/17  
EFFECTIVE: 1/16/17



**FRANCHISE AGREEMENT BETWEEN THE  
CITY OF GRANDVIEW AND MOBILITIE, LLC,  
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>PAGE</b>
<b>SECTION 1. DEFINITIONS .....</b>	<b>2</b>
<b>SECTION 2. GRANTING CLAUSE .....</b>	<b>4</b>
<b>SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY .....</b>	<b>5</b>
<b>SECTION 4. TERM AND AMENDMENTS.....</b>	<b>5</b>
<b>SECTION 5. COMPENSATION AND FINANCIAL PROVISIONS .....</b>	<b>7</b>
<b>SECTION 6. APPROVAL OF COMMUNICATION SITES.....</b>	<b>10</b>
<b>SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY .....</b>	<b>12</b>
<b>SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES .....</b>	<b>12</b>
<b>SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES.....</b>	<b>15</b>
<b>SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED .....</b>	<b>15</b>
<b>SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS .....</b>	<b>16</b>
<b>SECTION 12. EMERGENCY CONTACTS.....</b>	<b>16</b>
<b>SECTION 13. INDEMNITY.....</b>	<b>16</b>
<b>SECTION 14. INSURANCE REQUIREMENTS.....</b>	<b>18</b>
<b>SECTION 15. ADMINISTRATION OF FRANCHISE.....</b>	<b>19</b>
<b>SECTION 16. ASSIGNMENT OF FRANCHISE .....</b>	<b>20</b>
<b>SECTION 17. FUTURE CONTINGENCY .....</b>	<b>21</b>
<b>SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION.....</b>	<b>21</b>
<b>SECTION 19. GOVERNING LAW, JURISDICTION AND VENUE .....</b>	<b>21</b>
<b>SECTION 20. NON-DISCRIMINATION .....</b>	<b>22</b>
<b>SECTION 21. MISCELLANEOUS PROVISIONS .....</b>	<b>22</b>

77

**FRANCHISE AGREEMENT BETWEEN THE  
CITY OF GRANDVIEW AND MOBILITIE, LLC,  
FOR THE USE OF PUBLIC RIGHTS-OF-WAY**

This FRANCHISE AGREEMENT FOR THE USE OF PUBLIC RIGHTS OF WAY ("Agreement") is made and entered into by and between the City of Grandview ("City" or "Franchisor"), and Mobilitie, LLC, a Nevada limited liability company ("Franchisee"). The City and Franchisee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

**WHEREAS**, The City has the power to regulate the public rights-of-way within its territorial boundaries;

**WHEREAS**, Franchisee is a registered Competitive Telecommunications Company in the State of Washington, Docket # UT-070510;

**WHEREAS**, Franchisee desires the use of the public rights-of-way for the purpose of installing, maintaining and operating communications facilities as defined by this Agreement pursuant to applicable law, in a manner consistent with the City's public rights-of-way regulations, and all other applicable local, state and federal regulations; and

**NOW THEREFORE, IN RECOGNITION OF MUTUAL CONSIDERATION, THE ABOVE PARTIES AGREE TO THE FOLLOWING:**

**SECTION 1. DEFINITIONS**

For purposes of this Agreement the following terms shall have the same meanings herein. When not inconsistent with the context, words in the plural number include the singular number, and words in the singular include the plural.

- (a) "Annual License Fee" means the annual rate described in Section 5 of this Agreement.
- (b) "Backhaul Equipment" means broadband backhaul transmission facilities, whether provided by landline communications infrastructure (including, without limitation, fiber, conduit and related equipment and improvements) ("Landline Backhaul Equipment") and/or wireless communications infrastructure (including, without limitation, wireless microwave and related cables, wires, equipment and improvements) ("Wireless Backhaul Equipment") that interconnects with Wireless Communication Equipment at the Point-of-Demarcation and is for the purpose of providing Backhaul Service.
- (c) "Backhaul Service" means communications transport service, whether provided by Landline Backhaul Equipment or Wireless Backhaul Equipment that interconnects with the Wireless Communication Equipment at the Point-of-Demarcation.

78

- (d) "City Representative" means the then current person at the City that oversees administration of this Agreement, or his/her designee.
- (e) "Communication Facility" means Wireless Communication Equipment and/or Backhaul Equipment.
- (f) "Communication Service" means Wireless Communication Service and/or Backhaul Service.
- (g) "Communication Site" means a location in the Public Rights-of-Way selected for the Communication Facility.
- (h) "Communication Site Application" means a document, substantially in the form attached as Exhibit A, which shall identify the location of the proposed Communication Site, describe the characteristics of the proposed Communication Facility installation, and be accompanied by relevant documents to support approval of the proposed installation.
- (i) "Communication Sites Inventory" means an accurate and current inventory of all Communication Sites approved by the City pursuant to this Agreement.
- (j) "Effective Date" means the latest date on which this Agreement is signed by both Parties.
- (k) "Gross Revenues" means any and all revenue, of any kind, nature, or form, without deduction for expenses in the City, but exclusive of (1) any payments, reimbursements or pass-throughs from any third party to Franchisee for utility charges, taxes and other pass-through expenses, or in connection with maintenance work performed or Communication Facilities installed by Franchisee, (2) site acquisition, construction management or supervision fees related to the installation of the Communication Facilities, and (3) contributions of capital by any third party to reimburse Franchisee in whole or in part for the installation of the Communication Facilities. All such revenue remains subject to applicable FCC rules and regulations which exclude revenues from internet access services while prohibited by law.
- (l) "Point of Demarcation" means the point of where the Wireless Communication Equipment terminate and interconnect with Backhaul Equipment.
- (m) "Rights-of-Way" or "Public Rights-of-Way" means the surface of, and the space above and below, any public street, road, highway, freeway, lane, path, public way or place, sidewalk, alley, boulevard, parkway, drive, or other easement now or hereafter-held by the City or over which the City exercises any rights of management control.

79

- (n) “Rights-of-Way Regulations” means all portions of City ordinances that concern the regulation or management of Public Rights-of-Way, which are applicable to all utilities operating within the City.
- (o) “Rights-of-Way Manager” means the then current person at the City that oversees the Public Rights-of-Way, or his/her designee.
- (p) “Supplemental License” means a document, substantially in the form attached as Exhibit B. Each Communication Site installation will be subject to a Supplemental License.
- (q) “Transmission Media” means radios, antennas, transmitters, wires, fiber optic cables, and other wireless transmission devices which are part of the Wireless Communication Equipment.
- (r) “Unauthorized Communication Site” means use of Public Rights-of-Way for the installation of Communication Facility on City poles or poles owned by another party, or for the installation of Franchisee poles or any other facilities, for which Franchisee did not receive approval under this Agreement.
- (s) “Unauthorized Installation Charge” means the license fee payable by Franchisee to the City under this Agreement for an Unauthorized Communication Site.
- (t) “Wireless Communication Service” means wireless, Wi-Fi, voice, data, messaging, or similar type of wireless service now or in the future offered to the public in general using spectrum radio frequencies, whether or not licensed by the Federal Communication Commission (“FCC”) or any successor agency.
- (u) “Wireless Communication Equipment” means the Transmission Media attached, mounted, or installed on a pole located in Public Rights-of-Way, in addition to control boxes, cables, conduit, power sources, and other equipment, structures, plant, and appurtenances between the Transmission Media and the Point-of-Demarcation for the purpose of providing Wireless Communication Service.

## **SECTION 2. GRANTING CLAUSE**

- (a) **Franchise to Use Rights-of-Way** – The City hereby grants Franchisee, a non-exclusive franchise to use and occupy Rights-of-Way throughout the territorial boundaries of the City, as these boundaries may be adjusted from time-to-time due to annexations, for the permitted uses contemplated under Section 3, subject to the conditions outlined in this Agreement.
- (b) **License to Use City Poles** – The City also grants Franchisee the right to use City poles for the purpose of attaching the Communication Facility based on the then-

current inventory of City poles. Access to individual City poles will be determined on a case-by-case basis pursuant to the provisions of this Agreement.

- (c) **Non-Exclusive License** – The Franchisee’s right to use and occupy the Public Rights-of-Way and attach to City poles shall not be exclusive as the City reserves the right to grant a similar use of same to itself or any person or entity at any time during the Term.
- (d) **No Cable or Open Video System Services** - This Franchise does not authorize Franchisee to provide Cable or Open Video System services. This Franchise is not a bar to imposition of any lawful condition on Franchisee with respect to Cable or Open Video System services, whether similar, different or the same as the conditions specified herein. This Franchise does not relieve Franchisee of any obligation it may have to obtain from the City separate authorization to provide Cable or Open Video System services, or to relieve Franchisee of its obligation to comply with any such authorizations that may be lawfully required.

### **SECTION 3. PERMITTED USE OF RIGHTS-OF-WAY**

- (a) **Provision of Personal Communication Service** – Public Rights-of-Way may be used by Franchisee, seven (7) days a week, twenty-four (24) hours a day, only for the installation, construction, use, maintenance, operation, repair, modification, replacement and upgrade of the Communication Facility by Franchisee from time to time for Wireless Communication Service and/or Backhaul Service or to comply with applicable law, and not for any other purpose whatsoever. This Agreement shall include new types of Wireless Communication Equipment or Backhaul Equipment that may evolve or be adopted using wireless technologies. Franchisee shall, at its expense, comply with all applicable federal, state, and local laws, ordinances, rules and regulations in connection with the use of Public Rights-of-Way.
- (b) **Installations** – Wireless Communication Equipment and Wireless Backhaul Equipment may be installed only on the City’s poles under the terms of this Agreement, on poles under the terms of a separate agreement with the owner of such poles, or on Franchisee’s poles and surrounding space until the Point-of-Demarcation, and Landline Backhaul Equipment may be installed only at the locations and as provided in a Supplemental License executed by the City. If the Communication Facility is to be installed on a Franchisee pole, such pole shall be deemed part of the Communication Facility for purposes of this Agreement.

### **SECTION 4. TERM AND AMENDMENTS**

- (a) **Term of Agreement** – The term of this Agreement shall be for ten (10) years commencing on the Effective Date and ending at midnight on the last day of the term (the “Term”), provided however that, unless either Party provides written notice to the other Party prior to expiration of the Term that the notifying Party will

81

not renew the Term, the Term will automatically renew for one (1) additional ten (10) year period, upon the same terms and conditions set forth in this Agreement. Notwithstanding the foregoing, in no event shall the Term expire until: (i) terminated pursuant to Section 18, or (ii) the expiration or earlier termination of all Supplemental Licenses entered into hereunder.

- (b) **Supplemental Licenses** – Each Communication Site will be subject to a Supplemental License pursuant to the terms and conditions of this Agreement. The term of each Supplemental License shall be for (5) years commencing on the date the corresponding Communication Site Application is approved as provided hereunder (“Commencement Date”), provided however that, so long as the Term is still in effect, unless Franchisee provides written notice to the City prior to the expiration of the then current term that Franchisee will not renew the term, the term will automatically renew for consecutive five (5) year periods, upon the same terms and conditions set forth in this Agreement.
- (c) **Termination of Supplemental Licenses** – A Supplemental License may be terminated prior to the expiration of the Term: (i) by the City upon notice to Franchisee, if Franchisee fails to pay any amount when due hereunder concerning the applicable Communication Facility and such failure continues for fifteen (15) days after Franchisee's receipt of written notice of nonpayment from the City; or (ii) by either Party upon notice to the other Party, if such other Party materially breaches any provision of this Agreement concerning the applicable Communication Facility and the breach not cured within sixty (60) days after receipt of written notice of the breach from the non-breaching Party; or (iii) by the City upon written notice to Franchisee that the City requires the removal of the Communications Facility, or the pole upon which a Communications Facility is affixed, for reasons pertaining to public safety (including traffic and transportation safety) or municipal infrastructure alterations or improvements; or (iv) by Franchisee, at any time, with or without cause, upon notice to the City.
- (d) **Effect of Termination** – All Annual License Fees paid prior to the expiration or earlier termination of the Supplemental License shall be retained by the City. Within thirty (30) days after such expiration or earlier termination, Franchisee shall provide the City Representative with a schedule and timeline for removing the Communication Facility reasonably acceptable to the City Representative, excluding subsurface infrastructure. Franchisee shall continue to be liable to the City for the Annual License Fee prorated for every month that such Communication Facility remains in the Rights-of-Way and the Supplemental Franchisee shall be deemed to remain in effect until it is removed. After such removal, the Supplemental License shall be of no further force or effect and Franchisee shall have no further obligations for the payment of Annual License Fees to the City in connection therewith.

## SECTION 5. COMPENSATION AND FINANCIAL PROVISIONS

- (a) **Franchise Fee** - Franchisee and the City understand that RCW 35.21.860, as of the effective date of this Franchise, prohibits imposition of a municipal franchise fee applicable to revenues from telephone business activities. Franchisee agrees that if this statutory prohibition is removed, and the City obtains the explicit authority from the State to impose a municipal franchise fee applicable to revenue from telephone business activities, and if the City imposes such a fee on all other entities engaged in telephone business activities within the City, then Franchisee's Gross Revenues for telephone business activities will be included in the Gross Revenues from its business activities and subject to a franchise fee. Further, if, during the term of this Franchise, Franchisee should add to or modify the services it offers in such a way so that the aforementioned prohibition against imposition of a municipal franchise fee did not apply, the City may assess a reasonable franchise fee. Franchisee and the City agree that a reasonable franchise fee would be no less than three percent (3%) of Franchisee's Gross Revenues for telephone business activities within the City. Franchisee and the City agree that nothing in this Section limits the right of Franchisee to challenge imposition of a municipal franchise fee pursuant to 47 USC § 253.
- (b) **Utility Tax** - Franchisee and the City further understand and agree that RCW 35.21.870, as of the effective date of this Franchise, limits the rate of City tax upon telephone business activities as may be defined in Grandview Municipal Code to six percent (6%) of Gross Revenues, unless a higher rate is approved by a vote of the people. However, Franchisee and the City agree that nothing in this Franchise shall limit the City's power of taxation, as may now or hereafter exist.
- (c) **Stipulation by Franchisee** - Franchisee hereby stipulates that all of its business activities in the City as identified in this Agreement are taxable activities subject to the six percent (6%) rate to be included in Gross Revenues received, as imposed under the City's occupation taxes on utilities, adopted in Grandview Municipal Code Section 3.60.050. Therefore, throughout the term of this Franchise, Franchisee shall include all Gross Revenue received from all of its business activities within the City as taxable activities, subject to the six percent (6%) rate imposed under the City's occupation taxes on utilities as adopted in GMC Section 3.60.050.
- (d) **Payment of the City's costs** - Franchisee shall pay the City all reasonable costs of granting, enforcing or reviewing the provisions of this Franchise as ordered by the Mayor or designee, including costs incurred by the City prior to approval of the Franchise, specifically to include attorney's fees reasonably incurred by the City in reviewing this agreement and negotiating over the terms of this agreement with Franchisee prior to presentation and approval by the City Council in an amount not to exceed \$2,500.00, whether as a result of accrued in-house staff time or out-of-pocket expenses or administrative costs. Such obligation further includes municipal fees related to receiving and approving permits, licenses or

other required approvals, inspecting plans and construction, or relating to the preparation of a detailed statement pursuant to RCW 43.21C.

Upon request of Franchisee, the City will submit proof of any charges or expenses incurred as defined in Section 5(d) of this Franchise. Said charges or expenses shall be paid by Franchisee no later than thirty (30) days after Franchisee's receipt of the City's billing thereof.

- (e) **Payment of other taxes and fees** - Franchisee shall pay all other taxes and fees applicable to its operations and activities within the City, all such obligations also being a condition of this Franchise. Such payments shall not be deemed franchise fees or payments in lieu thereof.
- (f) **Payments** - Franchisee shall make all required payments in the form, intervals and manner requested by the City and shall furnish the City any and all information related to the City's revenue collection functions reasonably requested.

City utility tax (see Section 5(b)) payments shall be paid by Franchisee to the City of Grandview as directed by the City. No acceptance of any payment by the City shall be construed as an accord that the amount paid is, in fact, the correct amount, nor shall such acceptance of payment be construed as a release of any claim, which the City may have for further or additional sums payable under the provisions of this Franchise.

Neither current nor previously paid utility taxes may be subtracted from the Gross Revenue amount upon which utility tax payments are calculated and due for any period. Nor shall any license fee(s) paid by Franchisee be subtracted from Gross Revenues for purposes of calculating utility tax payments.

Any utility taxes owing pursuant to this Franchise which remain unpaid for more than ten (10) days after the dates specified herein shall be delinquent and shall thereafter accrue interest at twelve percent (12%) per annum or two percent (2%) above prime lending rate as quoted by major Seattle banks, whichever is greater.

- (g) **Financial Records** - Franchisee shall manage all of its operations in accordance with a policy of keeping books and records open and accessible to the City for purposes of performing an audit as described below. The City shall have the right, as necessary or desirable for effectively administering and enforcing this Franchise, to inspect at any time during normal business hours upon thirty (30) days prior written notice, all books, records, maps, plans, financial statements, service complaint logs, performance test results, records required to be kept by Franchisee and/or any parent company of Franchisee pursuant to the rules and regulations of the FCC, WUTC and other regulatory agencies, and other like materials Franchisee and/or any parent company of Franchisee which directly

relate to the operation of this Franchise.

Access to the aforementioned records referenced in Section 5(g) shall not be denied by Franchisee to representatives of the City on the basis that said records contain "proprietary" information. However, to the extent allowed by Washington law, the City shall protect the trade secrets and other confidential information of Franchisee and/or any parent company of Franchisee.

Franchisee hereby agrees to meet with a representative of the City upon request to review its methodology of record keeping, financial reporting, computing utility tax payments and other procedures, the understanding of which the City deems necessary for understanding the meaning of such reports and records.

The City agrees to request access to only those books and records, in exercising its rights under this Franchise, which it deems reasonably necessary for the enforcement and administration of this Franchise.

- (h) **Auditing** - The City or its authorized agent may conduct an independent audit of Franchisee no more than once every five years during the Term or any renewal term. Franchisee and each parent company of Franchisee shall cooperate fully in the conduct of such audit. In case of audit, the City may require Franchisee to furnish a report detailing the calculation of Gross Revenues from each of the Communications Facilities. All audits will take place on Franchisee's premises or at offices furnished by Franchisee, which shall be a location within the City of Grandview. Franchisee agrees, upon request of the City, to provide copies of all documents filed with any federal, state or local regulatory agency, to mail to the City on the same day as filed, postage prepaid, affecting any of Franchisee's facilities or business operations in City.
- (i) **Annual License Fee** – The Annual License Fee per Communication Site shall be as provided in the following table depending on the type of Communication Facility thereat:

Type of Communication Facility:	Annual License Fee:
Wireless Communication Equipment (or Wireless Backhaul Equipment) on a pole owned by the City	\$100
Landline Backhaul Equipment	The City's standard underground utility rate

- (j) **Timing of License Fee Payments** – Franchisee shall pay in advance to the City the Annual License Fee for the coming year for each Communication Site. The Annual License Fee for all Communication Sites installed during any given month will commence and be due on the first day of the following month (the "License Fee Commencement Date"). Thereafter, on each annual anniversary of License Fee Commencement Date, Franchisee shall pay the City the Annual License Fees.

85

- (k) **Late Payment Interest** – Any Annual License Fees not paid within fifteen (15) days of notice of non-payment will be assessed a rate of 10% per annum from that date.
- (l) **Annual License Fees to the City** – Franchisee shall pay the City the fees specified in this Section in the form of a money transfer or a check made out to the order of the City of Grandview and sent to:

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

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## **SECTION 6. APPROVAL OF COMMUNICATION SITES**

- (a) **Communication Site Application** – Franchisee shall file with the City Representative a Communication Site Application for every proposed Communication Site. Said application form may be modified from time-to-time by the City Representative as deemed necessary in order to more efficiently process applications from Franchisee.
- (b) **Communication Site Approval Process** – Upon filing of a Communication Site Application, the City Representative shall process the Communication Site Application within thirty (30) days, unless the City Representative and Franchisee agree in writing to extend such process. Franchisee shall reimburse the City for any and all costs incurred by the City in processing the Communications Site Application, to include survey and/or engineering costs. The obligation to reimburse the City for costs does not include costs associated with work by City employees as part of the employees' normal job duties.
  - (1) **Rights-of-Way Determination** – The City will determine whether the location (and any existing pole) identified by Franchisee as a Communication Site is within City Rights-of-Way.
  - (2) **Ownership of City Pole** – The City will confirm the ownership of any City pole identified for installation of the Communication Facility.
  - (3) **Site Eligibility** – The City shall determine whether a requested City pole or the location for the installation for a new pole is eligible as a Communication Site based on space availability or other considerations. In addition, the City must determine whether public safety considerations prevent eligibility of a pole as a Communication Site. Concerning a request to install a new pole, the City shall determine whether City policies and availability of Rights-of-Way prevent the pole installation at the requested location.

(4) **Review Criteria** – For each Communication Site Application, the City Representative shall:

- a. Verify that the Communication Site Application is complete.
- b. Review engineering design documents to determine:
  - i. compliance with contractual requirements under this Agreement; and
  - ii. no interference with City public safety radio system, traffic signal light system, or other communications components; and
  - iii. compliance with City pole attachment regulations for traffic light poles, including replacement of an electric meter with dual meters, if and as applicable; and
  - iv. no interference with traffic infrastructure, transportation infrastructure or public safety, as reasonably determined by the City; and
  - v. compliance with municipal design standards, if any.
- c. Determine compliance with any other applicable requirements.

All Communication Site Applications requesting access to a City pole must include a load bearing study to determine whether the attachment of the Communication Facility may proceed without pole modification or whether the installation will require pole reinforcement or replacement. If pole reinforcement or replacement is necessary, Franchisee shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole.

As appropriate, the City Representative shall require Franchisee to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in an incomplete Communication Site Application which may not be processed under this Agreement.

**Approval of Application** – Upon finding that the Communication Site Application is complete and in compliance with all applicable requirements as outlined above, the City Representative shall approve such Communication Site application. The approval of the Communication Site Application requesting to attach to a City pole, or to install a new pole, shall authorize Franchisee to proceed to obtain all generally applicable, ministerial permits that are required

of all occupants of the Public Rights-of-Way, if required (collectively, "ROW Permit"). Franchisee shall comply with the requirements of the Rights-of-Way Regulations. Franchisee shall pay all appropriate Washington standard promulgated one-time ROW Permit fees, if required. The City may impose on the ROW Permit only those conditions that are necessary to protect structures in the Public Rights-of-Way, to ensure the proper restoration of the Public Rights-of-Way and any structures located therein, to provide for protection and the continuity of pedestrian and vehicular traffic, and otherwise to protect the safety of the public's utilization of the Public Rights-of-Way. Upon obtaining a ROW Permit, Franchisee may proceed to install the Communication Facility in coordination with any affected City departments. Approval of a Communication Site Application related to the use of a pole owned by a third party, shall authorize Franchisee to proceed with attachment process applicable to the pole owner and in accordance with the pole owner's regulations proceed to install the Communication Facility in coordination with any affected City departments.

- (5) **Execution of Supplemental License** – Upon approval of the Communication Site Application, the Parties shall execute a Supplemental License, which shall be effective as of the date of application approval.

#### **SECTION 7. CONSTRUCTION WORK-REGULATION BY CITY**

- (a) **Compliance with Law Required** – The work done by Franchisee in connection with the installation, construction, maintenance, repair, and operation of Communication Facility on poles within the Public Rights-of-Way shall be subject to and governed by all pertinent local and state laws, rules, regulations, including the City's Rights-of-Way Regulations, that are applicable to ensuring the work done does not unduly inconvenience the public in the use of the surface of the streets and sidewalks.
- (b) **Duty to Minimize Interference** – All pole excavations, construction activities, and aerial installations on poles in the Rights-of-Way shall be carried on as to minimize interference with the use of City's Rights-of-Way and with the use of private property, in accordance with all regulations of the City necessary to provide for public health, safety and convenience.

#### **SECTION 8. CONSTRUCTION, RESTORATION AND MAINTENANCE ACTIVITIES**

- (a) **Eligibility of City Pole** – Prior to submitting a Communication Site Application related to the use of a City pole, Franchisee shall verify with the City the eligibility of the specified pole for attachment of the Communication Facility. In addition, Franchisee shall conduct an engineering load bearing study to determine whether the pole can withstand the added weight of the Communication Facility. If the proposed installation will require pole reinforcement or replacement, the

engineering design documents included with the Communication Site Application shall include specifications relating to the proposed pole reinforcement or replacement. Construction activities involving pole reinforcement or replacement shall be coordinated with applicable City personnel and the Rights-of-Way Manager. The cost of any pole reinforcement or replacement shall be the responsibility of Franchisee.

- (b) **Compliance with Rights-of-Way Regulations** – In the installation, construction, maintenance, upgrade, and operation of Communication Facility, Franchisee shall comply with the provisions of the Rights-of-Way Regulations, including but not limited to provisions pertaining to the following activities:
  - (1) construction activities related to the installation, maintenance, repair, upgrade, and removal of Communication Facility on existing poles in the Rights-of-Way;
  - (2) installation of new poles in the Rights-of-Way;
  - (3) cut or otherwise disturb the surfaces of the Rights-of-Way;
  - (4) disruption of vehicular and pedestrian traffic on Rights-of-Way to a minimum as reasonably necessary to execute the required work;
  - (5) applicable excavation and restoration standards; and
  - (6) pavement repairs.
- (c) **Submission of Engineering Plans** – Prior to installation, Franchisee shall submit engineering plans to the Rights-of-Way Manager for review and approval in accordance with the Rights-of-Way Regulations.
- (d) **Identification of Utility Lines** – Prior to beginning any excavation or boring project on Public Rights-of-Way, Franchisee engage a utility locator service. Franchisee has the responsibility to protect and support the various utility facilities of other providers while conducting construction, installation, and maintenance operations.
- (e) **Maintenance and Repair of Communication Facility** – Franchisee shall keep and maintain all Communication Facilities installed on Public Rights-of-Way in commercially reasonable condition and repair throughout the Term, normal wear and tear and casualty excepted. Franchisee shall have the right to conduct testing and maintenance activities, and repair and replace damaged or malfunctioning Communication Facility at any time during the Term.
- (f) **Upgrade of Communication Facility** – Franchisee shall have the right to upgrade the Communication Facility with next-generation equipment and

innovative new technologies. Prior to making any such equipment or technology upgrade that materially changes the size or weight of the Communication Facility, Franchisee shall file a Communication Facility Application with the City Representative, who shall review the application for compliance with the permitted use under this Agreement and to verify that the new installation will not cause any interference with City's public safety communications system, traffic light signal system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate. Franchisee will address any interference issues prior to approval of such application.

- (g) **Coordination of Maintenance and Equipment Upgrade Activities** – Prior to Franchisee engaging in planned or routine maintenance activities, or equipment upgrades concerning Communication Facility attached to a City traffic light pole, Franchisee shall provide twenty (20) days advance notice to the City Representative in order to coordinate such maintenance activities with City operations of the traffic light system or other public safety functions. Franchisee shall obtain a ROW Permit prior to engaging in any maintenance or equipment upgrade activities in the Rights-of-Way regardless of pole ownership. Such twenty (20) day advance notice shall not be required in the case of an emergency.
- (h) **Removal of Non-Compliant Installations** – The City shall have the authority at any time to order and require Franchisee to remove and abate any Communication Facility or other structure that is in violation of the City's Rights-of-Way Regulations. In case Franchisee, after receipt of written notice and thirty (30) days opportunity to cure, fails or refuses to comply, the City shall have the authority to remove the same at the expense of Franchisee, all without compensation or liability for damages to Franchisee.
- (i) **Reservation of Rights** – The City reserves the right to install, and permit others to install utility facilities in the Rights-of-Way. In permitting such work to be done by others, the City shall not be liable to Franchisee for any damage caused by those persons or entities.
- (j) **No Limitation in City's Operation of Traffic Light Signal System** – The Parties agree that this Agreement does not in any way limit the City's right to locate, operate, maintain, and remove City traffic light poles in the manner that best enables the operation of its traffic light signal system and protect public safety. The City Representative may deny access to City traffic light poles due to operational conditions at the requested site, limited space availability, public safety concerns, future traffic signal system planning, or other operational considerations. Further, nothing in this Agreement shall be construed as granting Franchisee any attachment right to install Communication Facility to any specific traffic light pole, other than an approved Communication Site Application and execution of the corresponding Supplemental License under the terms of this Agreement.

- (k) **Coordination of Traffic Light Maintenance Activities and Emergency Response** – Prior to conducting planned or routine maintenance on specific components of the traffic light signal system mounted on poles where Communication Facility has been installed, the City shall provide Franchisee thirty (30) days advance notice of such maintenance activities. In advance of such maintenance activities, Franchisee shall temporarily cut-off electricity to its Communication Facility for the safety of maintenance personnel. In the event of failure of components of the traffic light signal system for whatever reason, including damage resulting from vehicular collisions, weather related events, or malicious attacks, City will respond to restore traffic light signal operations as a matter of public safety under the emergency provisions outlined in Section 12. Should the events that results in damage or failure of the traffic light signal system also affect Communication Facility, Franchisee shall have the sole responsibility to repair or replace its Communication Facility and shall coordinate its own emergency efforts with the City.

#### **SECTION 9. SUPERVISION BY CITY OF LOCATION OF POLES**

- (a) **Supervision by Rights-of-Way Manager** – In the event Franchisee desires to install poles on Public Rights-of-Way in order to install Communication Facility at a selected Communication Site, such poles shall be owned and maintained by Franchisee. Such poles shall be of adequate strength and straight, and shall be set so that they will not interfere with the flow of water in any gutter or drain, and so that they will not unduly interfere with ordinary travel on the streets or sidewalk. The location of all Franchisee's personal property, poles, and electrical connections placed and constructed by the Franchisee in the installation, construction, and maintenance of Communication Facility shall be subject to the lawful, reasonable and proper control, direction and/or approval of the Rights-of-Way Manager.
- (b) **Pre-Approval by Rights-of-Way Manager** – Prior to submitting a Communication Site Application covering the installation of a new pole, Franchisee shall verify with the Rights-of-Way Manager the eligibility of the Rights-of-Way location for the proposed pole installation. Franchisee shall include in the Communication Site Application documentation from the Rights-of-Way Manager approving the proposed pole location in the Rights-of-Way.

#### **SECTION 10. INTERFERENCE WITH OTHER FACILITIES PROHIBITED**

- (a) **Interference with Rights of Others Prohibited** – Franchisee shall not impede, obstruct or otherwise interfere with the installation, existence and operation of any other facility in the Rights-of-Way, including sanitary sewers, water mains, storm water drains, gas mains, poles, aerial and underground electrical infrastructure, cable television and telecommunication wires, public safety and City networks, and other telecommunications, utility, or City personal property.

- (b) **Signal Interference with City's Communication Infrastructure Prohibited** – In the event that Franchisee's Communication Facility interferes with the City's traffic light signal system, public safety radio system, or other City communications infrastructure operating on spectrum where the City is legally authorized to operate, Franchisee will respond to the City's request to address the source of the interference as soon as practicable, but in no event later than twenty-four (24) hours of receiving notice.

## **SECTION 11. COMPLIANCE WITH UTILITY REGULATIONS**

- (a) **Compliance with Local Regulations** – All Communication Facility installations shall be in compliance with all relevant legal requirements for connecting the Communication Facility to electricity and telecommunications service. City is not responsible for providing electricity or transport connectivity to Franchisee.

## **SECTION 12. EMERGENCY CONTACTS**

- (a) **Coordination of Emergency Events** – In case of an emergency due to interference, failure of traffic light signal system, or any unforeseen events, the City will act to protect the public health and safety of its citizens, and to protect public and private property, notwithstanding any provision in this Agreement. The City will make every reasonable effort to coordinate its emergency response with the Franchisee. To that end, the City will use the following emergency contacts: The Franchisee's network operations center may be reached 24/7 at (877) 244-7889.
- (b) **Franchisee's Duty to Maintain Current Emergency Contacts** – Franchisee will maintain the emergency contact information current at all times with the City Representative.
- (c) **Franchisee's Response to Network Emergency** - In case of a network emergency, Franchisee may access its Communication Facility without first obtaining a ROW Permit provided Franchisee has conducted network troubleshooting and diagnostic tests and has reasonably identified the point or points of network failure or malfunction. While acting under this provision to address a network emergency, Franchisee shall conduct its activities within the Rights-of-Way in such a manner as to protect public and private property. Franchisee will make every reasonable effort to coordinate its emergency response with the City. To that end, prior to entering the Rights-of-Way, Franchisee will contact the City Representative and give notice to City of the network emergency and an estimated time period to address the situation.
- (d) **The City's Duty to Maintain Emergency Contacts** – City will maintain the emergency contact information current at all times with Franchisee.

## **SECTION 13. INDEMNITY**

- (a) **General Indemnity Clause – Franchisee covenants and agrees to INDEMNIFY, DEFEND and HOLD HARMLESS, the City and the elected officials, employees, officers, directors, agents and representatives of the City, individually and collectively (“Indemnitees”), from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City arising out of a third-party claim to the extent arising from any negligent acts or omissions of Franchisee, any agent, officer, director, representative, employee, consultant or subcontractor of Franchisee, or their respective officers, agents employees, directors or representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting arising from the negligence of the City or an Indemnitee. IN THE EVENT FRANCHISEE AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH APPLICABLE LAW, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER STATE LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER STATE LAW.**
- (b) **The City’s Duty to Notify Franchisee of Claims – The City shall give prompt written notice to Franchisee of any claim for which the City seeks indemnification. Franchisee shall have the right to investigate, defend, and compromise these claims with prompt notice to the City attorney. Said approval shall not be unreasonably withheld, delayed or conditioned.**
- (c) **The City’s Consent to Settle Claims – Franchisee may not settle any claim subject to this Section without the consent of City, unless (i) the settlement will be fully funded by Franchisee, and (ii) the proposed settlement does not contain an admission of liability or wrongdoing by any elected officials, employees, officers, directors, volunteers or representatives of City. The City’s withholding its consent as allowed in the preceding sentence does not release or impair Franchisee of any obligations under this Section. Franchisee must give City at least twenty (20) days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind City must first be approved by the City.**
- (d) **General Limitation – Neither party will be liable under this Agreement for consequential, indirect, or punitive damages (including lost revenues, loss of equipment, interruption, loss of service, or loss of data) for any cause of action, whether in contract, tort, or otherwise, even if the party was or should have been aware of the possibility of these damages, whether under theory of contract, tort (including negligence), strict liability, or otherwise.**

**SECTION 14. INSURANCE REQUIREMENTS**

- (a) Prior to the commencement of any work under this Agreement, the Franchisee shall furnish copies of all required certificate(s) of insurance to the City Representative. The City shall have no duty to pay or perform under this Agreement until such certificate has been received by the City.
- (b) City reserves the right to review the insurance requirements of this Section during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when reasonably determined necessary by the City based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. Such review and modification shall not occur more frequently than every five (5) years.
- (c) The Franchisee's financial integrity is of interest to the City; therefore, the Franchisee shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at the Franchisee's sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Washington and with an A.M Best's rating of no less than A-VII, in the following types and for an amount not less than the amount listed below:

Type of Coverage	Amounts
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/complete operations d. Property damage	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence and General Aggregate limit of \$2,000,000
4. Business Automobile Liability	Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence

- (e) The Franchisee agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:
  - Name the City, its officers, officials, employees, and elected representatives as additional insureds, as respects operations and activities of, or on behalf of, the named insured performed under

94

contract with the City, with the exception of the workers' compensation and professional liability policies.

- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
  - Upon receipt of notice from its insurer, Franchisee will provide City with thirty (30) days prior written notice of cancellation.
- (f) Within thirty (30) calendar days of a suspension, cancellation or non-renewal of coverage, the Franchisee shall provide a replacement Certificate of Insurance and applicable endorsements to the City. The City shall have the option to suspend the Franchisee's performance should there be a lapse in coverage at any time during this Agreement.
- (g) In addition to any other remedies the City may have upon the Franchisee's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order the Franchisee to stop work hereunder, and/or withhold any payment(s) which become due to the Franchisee hereunder until the Franchisee demonstrates compliance with the requirements hereof.
- (h) Nothing herein contained shall be construed as limiting in any way the extent to which the Franchisee may be held responsible for payments of damages to persons or property resulting from the Franchisee's or its subcontractors' performance of the work covered under this Agreement.
- (i) It is agreed that the Franchisee's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City for liability arising out of operations under this Agreement.
- (j) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

#### **SECTION 15. ADMINISTRATION OF FRANCHISE**

- (a) **Administration of License by City Officials** – The City Representative is the principal City person responsible for the administration of this Agreement. The Rights-of-Way Manager shall review the operations of Franchisee in the Rights-of-Way under this Agreement and the Rights-of-Way Regulations.
- (b) **Franchisee's Duty to Communicate with City Officials** – Franchisee shall communicate with the Rights-of-Way Manager all matters in connection with or affecting the installation, construction, reconstruction, maintenance and repair of Franchisee's Communication Facility in the Rights-of-Way and provide periodic deployment plans to the Rights-of-Way Manager and the City Representative.

- (c) **Notice** – Notices required by this Agreement may be given by registered or certified mail by depositing the same in the United States mail in the continental United States, postage prepaid. Either Party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

If to City:

City of Grandview  
207 West Second Street  
Grandview, WA 98930

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_

If to Franchisee:

Mobilitie, LLC  
2220 University Drive  
Newport Beach, CA 92660  
Attention: Asset Management

With a copy to:

Mobilitie, LLC  
2220 University Drive  
Newport Beach, CA 92660  
Attention: Legal Department

## SECTION 16. ASSIGNMENT OF FRANCHISE

- (a) **Limited Right of Assignment** – This Agreement and each Supplemental License under it may be sold or assigned by Franchisee without any approval or consent of the City to Franchisee’s principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Franchisee’s assets in the market defined by the FCC in which the Right-of-Way is located by reason of a merger, acquisition or other business reorganization provided that such acquiring entity is bound by all of the terms and conditions of this Agreement. As to other parties, this Agreement and each Supplemental License may not be sold or assigned without the written consent of the City, which shall not be unreasonably withheld. Franchisee shall provide the City Representative notice of any such merger, acquisition or other business reorganization with a principal, Affiliate or subsidiary of Franchisee within a reasonable period of time after the consummation thereof. No change of stock ownership, partnership interest or control of Franchisee or transfer upon partnership or corporate dissolution of Franchisee shall constitute an assignment hereunder.
- (b) **Franchisee’s Right to Grant Security Interest in Franchise** – Additionally, Franchisee may mortgage or grant a security interest in this Agreement and the Communication Facility, and may assign this Agreement and Communication Facility to any mortgagees or holders of security interest, including their successors or assigns (collectively “Mortgagees”), provided such Mortgagees’ interests in this Agreement are subject to all of the terms and provisions of this

Agreement. In such event, City shall execute such consent to financing as may reasonably be required by Mortgagees.

#### **SECTION 17. FUTURE CONTINGENCY**

- (a) **Renegotiation for Incapacity of Contract** – Notwithstanding anything contained in this Agreement to the contrary, in the event that this Agreement, in whole or in part, is declared or determined by a judicial, administrative or legislative authority exercising its jurisdiction to be excessive, unrecoverable, unenforceable, void, unlawful, or otherwise inapplicable, the Franchisee and City shall meet and negotiate an amended Agreement that is in compliance with the authority's decision or enactment and, unless explicitly prohibited.

#### **SECTION 18. AGREEMENT VIOLATIONS LEADING TO TERMINATION**

- (a) **Events of Termination** – This Agreement may be terminated before the expiration date of the Term on written notice by City to Franchisee, if Franchisee materially breaches any provision of this Agreement and such breach is not cured by Franchisee within sixty (60) days after Franchisee's receipt of written notice of such breach from the City. Franchisee shall not be excused from complying with any of the terms and conditions of this Agreement by the previous failure of the City to insist upon or seek compliance with such terms and conditions.
- (b) **No Waiver of Duties** – Termination of this Agreement does not relieve Franchisee from the obligation (i) to pay Annual License Fees accrued and owing to City under the Agreement at the time of termination, or (ii) concerning any claim for damages against Franchisee under this Agreement. City's rights, options, and remedies under this Agreement are cumulative, and no one of them is exclusive of the other. City may pursue any or all such remedies or any other remedy or relief provided by law, whether or not stated in this Agreement. No waiver by City of a breach of any covenant or condition of this Agreement is a waiver of any succeeding or preceding breach of the same or any other covenant or condition of this Agreement.

#### **SECTION 19. GOVERNING LAW, JURISDICTION AND VENUE**

- (a) **Governing Law** – This Agreement is passed in accordance with the constitutions, statutes, ordinances, and regulations of the United States, the State of Washington, and the City of Grandview in effect on the effective date of this Agreement, and as such local, state, and federal laws may be subsequently amended.
- (b) **Compliance with Local Ordinances** – Nothing in this Agreement shall be interpreted to limit the authority of the City to adopt, from time to time, ordinances, rules and regulations it may deem necessary in the exercise of City's

governmental powers. Franchisee shall abide by any laws of the City that do not conflict or are otherwise preempted by state or federal law.

- (c) **Enforcement of Local Regulations** – City expressly reserves the right to enforce requirements for ministerial issuance of ROW Permits. It is understood and agreed that Franchisee is responsible for obtaining all such permits necessary to install, maintain and operate its Communication Facility.
- (d) **Jurisdiction and Venue** – THE PROVISIONS OF THE AGREEMENT SHALL BE CONSTRUED UNDER, AND IN ACCORDANCE WITH, THE LAWS OF THE STATE OF WASHINGTON, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER SHALL BE PERFORMED IN THE COUNTY IN WHICH THE CITY IS LOCATED. THEREFORE, IN THE EVENT ANY COURT ACTION IS BROUGHT DIRECTLY OR INDIRECTLY BY REASON OF THIS AGREEMENT, THE COURTS OF SUCH COUNTY SHALL HAVE JURISDICTION OVER THE DISPUTE AND VENUE SHALL BE IN SUCH COUNTY.

## **SECTION 20. NON-DISCRIMINATION**

- (a) **Non-Discrimination** – Franchisee agrees not to engage in employment practices that discriminate against any employee or applicant for employment based on race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age, disability, or political belief or affiliation, unless exempted by state or federal law. In the event non-compliance occurs with this Section occurs, Franchisee, upon written notification by City, shall commence compliance procedures within thirty (30) days.

## **SECTION 21. MISCELLANEOUS PROVISIONS**

- (a) **Waiver** – None of the material provisions of this Agreement may be waived or modified except expressly in writing signed by the Franchisee and City. Failure of either Party to require the performance of any term in this Agreement or the waiver by either Party of any breach thereof shall not prevent subsequent enforcement of this term and shall not be deemed a waiver of any subsequent breach.
- (b) **Severability** – If any clause or provision of the Agreement is illegal, invalid, or unenforceable under present or future laws effective during the Term, then and in that event it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the Parties that in lieu of each clause or provision of this Agreement that is illegal, invalid, or unenforceable, there be added as part of this Agreement a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

- (c) **Captions** – The captions contained in this Agreement are for convenience of reference only and in no way limit or enlarge the terms and conditions of this Agreement.
- (d) **Extent of Agreement** – This Agreement, together with its attached exhibits and the authorizing ordinance, if any, embodies the complete agreement of the Parties, superseding all oral or written previous and contemporary agreements between the Parties and relating to this Agreement.
- (e) **Authority** – The signer of this Agreement for the Franchisee and the City hereby represents and warrants that he or she has full authority to execute this Agreement on behalf of the Franchisee or the City respectively.
- (f) **Non-Waiver of Rights** – By entering this Agreement, neither City nor Franchisee has waived any rights either Party may have under applicable state and federal law pertaining to the provision of Communication Service or Franchisee’s access rights concerning the Rights-of-Way.
- (g) **Force Majeure** – In the event a Party’s performance of any of the terms, conditions, obligations or requirements of this Agreement is prevented or impaired due to a force majeure event beyond such Party’s reasonable control, such inability to perform will be deemed to be excused and no penalties or sanctions will be imposed as a result thereof. For purposes of this subsection, “force majeure” means an act of God, a natural disaster or an act of war (including terrorism), civil emergencies and labor unrest or strikes, untimely delivery of equipment, pole hits, and unavailability of essential equipment, and/or materials, and any act beyond the Party’s reasonable control. It also includes an explosion, fire or other casualty or accident, which is not the result of gross negligence, an intentional act or misconduct on the part of the Party.
- (h) **Technical Amendments** – Other than proposed substantive contractual amendments requested under Section 4, the Parties may mutually agree to make technical amendments to the Agreement and its exhibits without the approval of the City that would not alter the obligations and responsibilities of the Parties under the Agreement, in order to address advances and/or innovations in wireless technologies and equipment.
- (i) **No Partnership or Joint Venture** – The relationship between City and Franchisee is at all times solely that of City and Franchisee, not that of partners or joint venturers.
- (j) **Effect of Bankruptcy** – Bankruptcy, insolvency, assignment for the benefit of creditors, or the appointment of a receiver is an event of default.
- (k) **Counterparts** – This Agreement may be executed in multiple counterparts, each of which is an original. Regardless of the number of counterparts, they constitute

99

only one agreement. In making proof of this agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all Parties.

- (l) **Further Assurances** – The Parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. No such additional document(s), however, may alter the rights or obligations of the Parties as contained in this Agreement.

**EXECUTED and AGREED.**

**CITY OF GRANDVIEW**

**MOBILITIE, LLC**

**By its Manager: Mobilitie  
Management, LLC**

\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Printed Name: CHRIS GLASS  
Title: SVP, General Counsel  
Date: 11/1/16

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

101

**EXHIBIT A**

**COMMUNICATION SITE APPLICATION**

Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Franchisee: \_\_\_\_\_ Application/License#: \_\_\_\_\_

Franchisee ID #	Site	Communication Coordinates	Site	GIS	Type of Communication Facility
					[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

**If Wireless Communication Equipment or Wireless Backhaul Equipment:**

Pole Type	Pole Alteration	Attachment Height	Attachment Weight	Attachment Dimensions	Location of Equipment Shelter
[City Pole] [Third-Party Pole] [Franchisee Pole] [Not Applicable/Needed]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires City Representative Approval)] [Not Applicable/Needed]

**APPLICANT SHALL PROVIDE THE FOLLOWING IF/AS APPLICABLE:**

- Site plan and engineering design and specifications for installation of Communication Facility, including the location of radios, antenna facilities, transmitters, equipment shelters, cables, conduit, point of demarcation, backhaul solution, electrical distribution panel, electric meter, and electrical conduit and cabling. Where applicable, the design documents should include specifications on design, pole modification, and ADA compliance.

102

- For City poles, include documentation from the City verifying that the pole is eligible for attachment. Also include a load bearing study that determines whether the pole requires reinforcement or replacement in order to accommodate attachment of Communication Facility. If pole reinforcement or replacement is warranted, the design documents should include the proposed pole modification.
- For new pole installations, include documentation from the Rights-of-Way Manager verifying that the pole location in the Rights-of-Way is eligible for installation.
- If the proposed installation includes a new pole, provide design and specification drawings for the new pole.
- If the proposed installation will require reinforcement or replacement of an existing pole, provide applicable design and specification drawings.
- The number, size, type and proximity to the facilities of all communications conduit(s) and cables to be installed.
- Description of the utility services required to support the facilities to be installed.
- All necessary permits and letters of authorization from all affected parties.
- List of the contractors and subcontractors, and their contact information, authorized to work on the project.

THE CITY WILL PROCESS THIS APPLICATION WITHIN 30 DAYS OF RECEIPT DATE, UNLESS AN AGREEMENT IS EXECUTED BY APPLICANT AND THE CITY REPRESENTATIVE TO EXTEND THE APPROVAL DATE.

APPLICANT REPRESENTATIVE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

----- FOR CITY USE ONLY -----

RECEIPT DATE: \_\_\_\_\_ APPLICATION NO.: \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

APPROVAL DATE: \_\_\_\_\_

**EXHIBIT B  
Supplemental License Form**

**Supplemental License No. \_\_\_\_\_  
For Communication Facility Installation**

This Supplemental License is entered on this \_\_\_ day of \_\_\_\_\_, \_\_\_\_, between the City of Grandview, acting through its City Representative, or his/her designee, ("City") and Mobilitie, LLC, a Nevada limited liability company ("Franchisee").

**1. Overview of Supplemental License – This Supplemental License applies to the Communication Sites described below.**

**Authorizing Agreement:**

**License:** Franchise Agreement Between the City of Grandview and Mobilitie, LLC, for the Use of Public Rights-of-Way

**City:** City of Grandview

**Franchisee:** Mobilitie, LLC

**Initial Aggregate Annual License Fees:** \_\_\_\_\_

**Commencement Date:** \_\_\_\_\_

**Term:** Term of 25 years subject to the Franchise Agreement Between the City of Grandview and Mobilitie, LLC, for the Use of Public Rights-of-Way.

Franchisee ID #	Site	Communication Coordinates	Site	GIS	Type of Communication Facility
					[Wireless Communication Equipment] [Wireless Backhaul Equipment] [Landline Backhaul Equipment]

104

**If Wireless Communication Equipment or Wireless Backhaul Equipment:**

Pole Type	Pole Alteration	Attachment Height	Attachment Weight	Attachment Dimensions	Location of Equipment Shelter
[City Pole] [Third-Party Pole] [Franchisee Pole] [Not Applicable/Needed]	[Pole Reinforcement] [Pole Replacement] [New Pole] [Not Applicable/Needed]				[Installed on Pole] [Installed in Ground (Vault)] [Other Location (Requires City Representative Approval)] [Not Applicable/Needed]

**2. Source of Authority** – This Supplemental License is authorized and executed pursuant to the terms and conditions of the “Franchise Agreement between the City and Franchisee for the Use of Public Rights-of-Way,” as it may be amended by the Parties during its Term (“Franchise Agreement”). All of the terms and conditions of the Franchise Agreement, including any future amendments, are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Franchise Agreement. Capitalized terms used in this Supplemental License shall have the same definitions and meanings ascribed to them in the Franchise Agreement, unless otherwise indicated herein.

**3. Approval Process** – This Supplemental License arises from and is part of the approval process associated with the Communication Site Application approved by the City Representative on \_\_\_\_\_. The Communication Site Application, including all attachments, is incorporated as Exhibit 1 and made a part hereto. If not attached, the Communication Site Application is hereby incorporated herein by reference and made a part hereof without the necessity of repeating or attaching it.

**4. Scope of License** – This Supplemental License is limited to the Communication Facility installation(s) referenced in the Communication Site Application associated with this Supplemental License.

**5. Conflict in Interpretation** – Nothing in this Supplemental License is intended to grant Franchisee any rights or privileges beyond those addressed in the Franchise Agreement. In the event of any conflict in contractual interpretation between this Supplemental License and the Franchise Agreement, the terms and conditions of the Supplemental License shall govern, provided however that any future amendments or modifications to

105

the Franchise Agreement shall simultaneously apply and serve to amend or modify this Supplemental License without the need by either Party to provide notice of such to the other.

**6. Site Specific Conditions** – All site specific conditions shall be addressed in the Communication Site Application associated with this Supplemental License.

**7. Site Modifications** – Prior to making any post-installation future material modifications to a Communication Site, other than maintenance and repair of site specific Communication Facility as further provided in the Franchise Agreement, Franchisee shall file a Communication Site Application with the City Representative describing the proposed modifications. The City Representative, or his/her designee, shall review the Communication Site Application pursuant to the terms and conditions in the Franchise Agreement, and if approved such Communication Site Application shall be attached as Exhibit 2 and made a part hereto. Any additional site modifications shall be incorporated hereto in the same manner.

**8. License Fee** – The aggregate Annual License Fees applicable to this Supplemental License, as summarized in Section 1 above, shall be calculated based on the number of applicable Communication Facility as set forth in the Franchise Agreement, payable by Franchisee as provided therein.

**9. Commencement Date** – The Commencement Date for this Supplemental License shall be the same date that the Communication Site Application associated with this Supplemental License, which is hereby approved by the City Representative.

**10. Term** – The term for this Supplemental License, as described in Section 1 above, is set forth in the Franchise Agreement.

**NOW THEREFORE**, the Parties hereto by the signature of their respective representatives hereby agree to enter into this Supplemental License.

**CITY**

**CITY OF GRANDVIEW**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FRANCHISEE**

**MOBILITIE, LLC**

**By its Manager: Mobilitie Management, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**RESOLUTION NO. 2017-2**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE  
TRANSPORTATION IMPROVEMENT BOARD FUEL TAX GRANT AGREEMENT  
FOR THE FY 2018 OVERLAY PROJECT 3-E-183(005)-1  
WEST FIFTH STREET FROM LARSON TO EUCLID**

**WHEREAS**, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$369,702 for the FY 2018 Overlay Project on West Fifth Street from Larson to Euclid,

**WHEREAS**, the City must execute a Fuel Tax Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Fuel Tax Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for the FY 2018 Overlay Project 3-E-183(005)-1 on West Fifth Street from Larson to Euclid.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 10, 2017.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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



City of Grandview  
3-E-183(005)-1  
FY 2018 Overlay Project  
Multiple Locations

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Grandview  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the FY 2018 Overlay Project, Multiple Locations (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Grandview, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

TIB hereby grants funds in the amount of \$369,702 for the project specified above, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

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

3.0 PROJECT DOCUMENTATION

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

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

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable

109



amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

#### 5.0 TERM OF AGREEMENT

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

#### 6.0 AMENDMENTS

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

#### 7.0 ASSIGNMENT

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

#### 8.0 GOVERNANCE & VENUE

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

#### 9.0 DEFAULT AND TERMINATION

##### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

##### 9.2 DEFAULT

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

110



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

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

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

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

### 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

### 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

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

111



## 12.0 INDEPENDENT CAPACITY

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

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



15.0 ENTIRE AGREEMENT

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

16.0 RECORDS MAINTENANCE

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

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

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer                      Date  
  
\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Executive Director                      Date  
  
\_\_\_\_\_  
Print Name

113



**Transportation Improvement Board  
Project Funding Status Form**

Agency: **GRANDVIEW**

TIB Project Number: **3-E-183(005)-1**

Project Name: **FY 2018 Overlay Project  
Multiple Locations**

Verify the information below and revise if necessary.

Return to:  
Transportation Improvement Board  
PO Box 40901  
Olympia, WA 98504-0901

**PROJECT SCHEDULE**

	Target Dates
Construction Approval Date	
Contract Bid Award	
Contract Completion	

**PROJECT FUNDING PARTNERS**

List additional funding partners and amount.

Funding Partners	Amount	Revised Funding
GRANDVIEW	41,078	
WSDOT	0	
Federal Funds	0	
<b>TOTAL LOCAL FUNDS</b>	<b>41,078</b>	

Signatures are required from two different agency officials. Return the originally signed form to the TIB office.

**Mayor or Public Works Director**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

**Financial Officer**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

114

**RESOLUTION NO. 2017-3**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING SECTION 7.07 OF THE CITY'S PERSONNEL MANUAL  
AS IT RELATES TO MEDICAL AND DISABILITY INSURANCE**

**WHEREAS**, the City Council of the City of Grandview has elected to make certain changes to the City's policies and practices relating to the provision of medical and disability insurance to the City's non-union employees;

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

Section 1: The City of Grandview Personnel Manual, Section 7.07, *Medical and Disability Insurance*, which reads as follows:

**7.07 Medical and Disability Insurance.** The regular full-time non-union employees of the City and their dependents shall be covered by medical, dental, vision, and orthodontia insurance. Employees shall be covered for group life insurance in the amount of \$25,000.00 per employee through an insurance coverage of a standard insurer, approved by the State of Washington and selected by the City Council with the advice and consent of the City employees. The City shall also provide dependent life insurance coverage for the non-union employee's spouse in the amount of \$2,000 and children in the amount of \$200 (birth to 180 days) or \$2,000 (180 days to age 23). The cost of said coverage shall be at the expense of the City in 2014 and 2015. Beginning January 1, 2016, the City shall cover ninety percent (90%) of the cost of medical insurance and one hundred percent (100%) of the cost of dental, vision and orthodontia insurance. On January 1, 2014, January 1, 2015 and January 1, 2016, the City shall pay \$700 into a Voluntary Employees' Beneficiary Association (VEBA) trust account for each full time City employee. A non-union employee may through payroll deduction purchase additional group life insurance, including spouse and children, at the employee's expense.

All regular part-time employees who otherwise qualify for coverage shall be covered for employee-only medical after the completion of their six (6) month probationary period. Part-time employees may be disqualified and ineligible for coverage if they fail to maintain work hours of at least eighty-five (85) hours per month for six (6) consecutive months.

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

**7.07 Medical and Disability Insurance.** The regular full-time non-union employees of the City and their dependents shall be covered by medical, dental, vision, and orthodontia insurance. Employees shall be covered for group life insurance in the amount of \$25,000.00 per employee through an insurance coverage of a standard insurer, approved by the State of Washington and selected by the City Council with the advice and consent of the City employees. The City shall also provide dependent life insurance coverage for the non-union employee's spouse in the amount of \$2,000 and children in the amount of \$200 (birth to 180 days) or \$2,000 (180 days to age 23). **Beginning January 1, 2016, the City shall cover ninety percent (90%) of the cost of medical insurance and one hundred percent (100%) of the cost of dental, vision, orthodontia and life insurance. In addition, the City shall annually pay \$700 into a Voluntary Employees' Beneficiary Association (VEBA) trust account for each full time non-union City employee.** A non-union employee may through payroll deduction purchase additional group life insurance, including spouse and children, at the employee's expense.

All regular part-time employees who otherwise qualify for coverage shall be covered for employee-only medical after the completion of their six (6) month probationary period. Part-time employees may be disqualified and ineligible for coverage if they fail to maintain work hours of at least eighty-five (85) hours per month for six (6) consecutive months.

**Section 2:** Except as amended herein, all other provisions of the City of Grandview Personnel Manual shall remain unchanged.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on January 10, 2017.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

116

**From:** Larry Mattson [<mailto:larry.mattson@yvcog.org>]  
**Sent:** Tuesday, December 20, 2016 2:19 PM  
**To:** Cus Arteaga <[carteaga@grandview.wa.us](mailto:carteaga@grandview.wa.us)>  
**Subject:** Benefits of Basin Plan Economic Study

Hi Cus-

Thanks again for speaking to the membership last Wednesday; you did great and I appreciated your heartfelt words. Grandview is a great partner and I'm glad we can support you.

You and Norm asked me for some more info on the Yakima Basin economic benefits study. Here's what the study consultant told me:

The study is on track. They'll be having another subcommittee meeting on January 11, where they'll get a full report from EcoNW, the study consultant.

Here are my thoughts on some bullet points outlining the benefits to Grandview:

- It will discuss the benefits of implementing the plan and the consequences if the plan is not implemented
- The report will demonstrate the significance/benefits of the YBIP plan on both a national level and a local level
- Local level: The report will discuss the need for the Plan, the reasons for adopting the Plan now, and emphasize the economic importance of the Plan to Basin stakeholders
- The national level: The report will discuss how it serves as a model for other water basins in the U.S., represents a new way forward for solving water issues
- Specific benefits might include better understanding of the benefits to recreation, ag water availability, municipal water supplies, and changing precipitation patterns (precip coming earlier and not being stored as snowpack)

Please let me know if you need anything more and I'll do what I can to get back to you pronto.

Enjoy the holidays with your family!

Larry Mattson  
Executive Director  
Yakima Valley Conference of Governments  
Main: 509.574.1550  
Direct: 509.759.7993  
Mobile: 509.833.3863  
@larrymattsonian

117