

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, NOVEMBER 13, 2018**



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

**PAGE**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
4. **NEW BUSINESS**
  - A. **Ambulance Service Budget Recommendation and Ambulance Utility Fee** 1-12
  - B. **Determination of Procedure for Selection of Next Mayor – Councilmember Mike Everett** 13-15
  - C. **Nuisance Ordinance – Councilmember Gay Brewer** 16-28
  - D. **Sponsorship Request to Maintain the Fly YKM Marketing Program** 29
  - E. **Yakima Health District City Representative Member of the YHD Board of Health** 30-32
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

# GRANDVIEW FIRE DEPARTMENT

## MEMORANDUM

**TO:** Cus Arteaga, City Administrator  
**COPY:** Mayor, City Council  
**FROM:** Pat Mason, Fire Chief  
**DATE:** November 5, 2018  
**SUBJECT:** Ambulance Utility Fee

In March of this year, the City was approached by our current Primary Ambulance Provider, Prosser Hospital Ambulance, concerning the fact that their ambulance service was losing money. This has led to the City being in a position where the City will no longer be able to receive ambulance services for the community at no cost to the City of Grandview. The City Council tasked staff with exploring options to ensure that the citizens of Grandview have access to quality ambulance services in a cost-effective way for the foreseeable future. The City Council also indicated that they would like to see this service provided under some type of long term contract and/or agreement. The City Council has recently made the decision that they would like to pursue the opportunity of putting an agreement in place to have Sunnyside Fire Department provide our ambulance services. Sunnyside Fire Department has indicated that the cost to provide that service to the City after taking away the other sources of income derived such as billing and EMS funding would be \$341,023 per year. Of this \$341,023 annual cost, Astria Sunnyside Hospital has committed to providing \$215,000 per year for a minimum of 5 years, leaving an annual balance owing of \$126,023.

We are now looking at having to pay a minimum of \$126,023 per year for ambulance services. If for some reason Astria Sunnyside Hospital was unable to fulfill their financial commitment, the City could be looking at paying \$341,023 per year for ambulance services. For that reason, I would propose to the City Council that we look at implementing an "Ambulance Utility Fee" similar to what the City of Sunnyside has in place (copy attached). Sunnyside's Ambulance Utility Fee charges a monthly set dollar amount per residential water utility user. It also charges non-residential users a monthly set dollar amount for every 3.6 employees to make it equal to residential users. I would further propose that the City consider setting that monthly rate at a minimum of \$8.00 per month per residential water utility user.

We currently have the following Water Accounts:

- Commercial 231
- Government 75
- Industrial 38
- Apartments 58
- Residential 2,608

If you add those numbers together you get a total of 3,010 accounts. The actual number would be higher if the City Council chose to use the 3.6 employee ratio for non-residential users, but I will use 3,010 for my example. I will also use \$300,000 as the annual dollar amount that we are trying to raise for my example. It would again be up to the City Council if they wanted to up that dollar amount to include the entire potential amount of \$341,023 or if they wanted to consider paying part of that amount out of the general fund.

- \$300,000 divided by 3,010 users equals \$99.67 per year.
- \$99.67 per year divided by 12 equals \$8.31 per month.

These numbers would be the reason that I would propose a minimum of \$8.00 per residential user per month. If the City Council opts to use the 3.6 employees option for non-residential users then I believe these numbers would put us pretty close to the annual amount of \$341,023. If this utility fee were started now then it would coincide with the start of a new service that the City is having to provide for. If Astria Sunnyside Hospital is able to follow through on their generous commitment then the extra funding could be utilized to help provide other needs. Things like adding sleeping quarters to our station so the ambulance service could be right here in town 24 hours per day. That would shorten response times and be of benefit to all our citizens, because as we all know in an emergency seconds count. It could also be utilized to have a reserve in place to help with any potential shortfalls in the future. If the necessary needs were met and sufficient reserves were put in place then the City Council could always consider lowering the amount charged in the future.

Based on the information provided, it is my recommendation that the City Council consider implementing an \$8.00 per month "Ambulance Utility Fee" beginning January 2019. This would further enhance our abilities to provide a quality emergency medical service for the members of our community for years to come.

If you have any questions or need further information please let me know.

## Chapter 7.04 AMBULANCE UTILITY

### Sections:

- 7.04.010 Purpose and legislative findings.**
- 7.04.020 Ambulance utility established.**
- 7.04.030 Definitions.**
- 7.04.040 Administration.**
- 7.04.050 Utility zones.**
- 7.04.060 Ambulance service – City utility zone.**
- 7.04.070 Ambulance service – Outside utility zone.**
- 7.04.080 Base utility charges.**
- 7.04.090 Ambulance utility rates and transport fee schedule.**
- 7.04.100 Transport agreements.**
- 7.04.110 Emergency Medical Services and Ambulance Utility Fund.**
- 7.04.120 Severability.**

### **7.04.010 Purpose and legislative findings.**

The purpose of this chapter is to confirm and establish a system of ambulance service operated by the City of Sunnyside as a public utility of the City of Sunnyside. The City Council finds and determines that the City established a public utility ambulance service system pursuant to Ordinance No. 1683 adopted October 2, 1989, as authorized by State statute codified at RCW [35.21.766](#) and [35.21.768](#). At that time the City Council found and determined that the City of Sunnyside was not adequately served by existing private ambulance service, which finding is now renewed, reiterated and republished. Furthermore, the City Council finds and determines that the City of Sunnyside is not now and has not been since the original establishment of the ambulance utility operated by the City adequately served by any existing private ambulance service. The City Council declares its intent and purpose to confirm and ratify the existing City-operated ambulance utility as the ambulance utility of the City of Sunnyside with exclusive right to provide necessary and appropriate ambulance services to residents of the City in accordance with law and the provisions below. The ambulance utility charges set forth below are based on benefits of the ambulance utility accruing to all residents, schools, churches, nonprofit agencies, businesses and industries within the City of Sunnyside, to wit:

- A. Availability of ambulance personnel qualified to administer emergency medical service, which personnel are employees of the City of Sunnyside, thereby subject to personnel policies, supervision, direction, funding and control by the City, subject to budgetary direction and control of a legislative body elected by citizens of the City of Sunnyside;
- B. Availability of City-owned, operated and maintained equipment and emergency medical supplies, located within public facilities in the City facilitating timely response to calls for emergency medical services and 24-hour-per-day accessibility;
- C. Reduced emergency medical service fees for residents, schools, churches, nonprofit agencies, businesses and industries within the City of Sunnyside;
- D. Ambulance utility charges set and established by elected officials of the City of Sunnyside, differentiating between types of services offered and specific needs of different components of the community: residential, educational, charitable, commercial and industrial;
- E. Uniform regulation of ambulance utility services provided to residents, businesses and industries within the City of Sunnyside, established pursuant to ordinances adopted by the elected officials of the City and regulations and laws of the County, State and federal government;

F. Availability of enhanced emergency medical service levy revenues associated with operation of the City-owned and operated ambulance utilities for residents, schools, churches, nonprofit agencies, businesses and industries within the City of Sunnyside and surrounding service area; and

G. Enhancement of the general health, safety and welfare of residents of the City of Sunnyside. [Ord. 2015-7 § 1 (Exh. A § 7.02), 2015.]

#### **7.04.020 Ambulance utility established.**

As and from October 2, 1989, which prior term is hereby ratified, and from the effective date of this chapter, the ambulance service operated and maintained by the City of Sunnyside is hereby confirmed and established as the ambulance utility of the City of Sunnyside. Such utility is the exclusive provider of ambulance services to and for residents of the City of Sunnyside except as specifically provided otherwise in the sections below. This chapter sets forth the uniform requirements for residents within the City regarding use, operations and funding of the ambulance utility. [Ord. 2015-7 § 1 (Exh. A § 7.04), 2015.]

#### **7.04.030 Definitions.**

The following definitions apply to this chapter:

A. "Ambulance" means any vehicle designed and used to transport the ill and injured and to provide personnel, facilities and equipment to treat patients before and during transportation.

B. "Ambulance service" means those emergency medical services provided by the City ambulance utility, including but not limited to emergency medical services provided by paramedic and emergency medical technician personnel of the City of Sunnyside, emergency medical transport, nonemergency medical transport, administration of such services, and other emergency or nonemergency services customarily provided by the ambulance service.

C. "City" means the City of Sunnyside.

D. "Emergency equipment" means such facilities and equipment, including ambulance vehicles and medical supplies, to be used in the treatment of persons injured, ill, incapacitated, or transported by the ambulance or ambulance service.

E. "Emergency medical service" means medical treatment and care which may be rendered at the scene of any medical emergency or while transporting any patient in an ambulance to an appropriate medical facility, including ambulance transportation between medical facilities.

F. "Basic life support" means noninvasive emergency medical services requiring basic medical treatment skills as defined in Chapter [18.73](#) RCW.

G. "Advanced life support" means invasive emergency medical services requiring advanced medical treatment skills as defined by Chapter [18.71](#) RCW.

H. "Household" means any residential unit in the City, including all single-family residences, each apartment or individual unit in multiple dwelling units, each manufactured home and any other residential dwelling unit within the City; except the term "household" shall not include units or rooms intended, designed and used for itinerant or temporary housing, such as hotels, motels, or bed-and-breakfast businesses where occupancy does not exceed 30 days.

I. "Business" means any person, corporation, partnership or other entity engaged in commerce or nonprofit or charitable activities in the City, including those commercial uses described in Chapters [17.32](#), [17.36](#), [17.40](#), [17.44](#), and [17.48](#) SMC, and including public and private schools, and churches, where such person, corporation, partnership or other entity operates from an established building or other location within the City, including but not limited to stores, shops, vending businesses (including mobile vending businesses licensed under Chapter [5.21](#) SMC), offices, schools, churches, hotels, motels, bed-and-breakfast businesses, or other permanent or temporary structure, except where a person operates a licensed business in a residence pursuant to approved license for home occupation. For purposes of this chapter, "school" means each separate school facility operated as a separate educational entity with its own administrative staff, such as a principal, vice principal and other assigned staff.

J. "Industry" means any business, firm, person, corporation or other entity engaged in manufacturing or other industrial use described in Chapter [17.56](#) or [17.60](#) SMC, where such business, firm, person, corporation or other entity operates from an established building or other location within the City and is subject to the business license requirements of SMC Title [5](#). [Ord. 2015-7 § 1 (Exh. A § 7.06), 2015.]

**7.04.040 Administration.**

The City shall administer, implement and enforce the provisions of the ambulance service and this chapter. [Ord. 2015-7 § 1 (Exh. A § 7.08), 2015.]

**7.04.050 Utility zones.**

The service areas of the ambulance service shall be designated by utility zones described below.

**A. City Utility Zone.** All properties, structures, facilities and areas within the City limits of the City of Sunnyside, as such now exist and are expanded or modified, are hereby designated and established as the City utility zone.

**B. Outside Utility Zone.** All properties, structures, facilities and areas lying outside the City limits of the City of Sunnyside, as such are established, approved and delineated by appropriate agencies of the State of Washington and the Emergency Medical Services Medical Program Director with jurisdiction over the ambulance service.

**C. Criteria for Designation and Creation of Utility Zones.** The City utility zone is created and designated as a separate service zone for reasons and purposes as follows, including but not limited to:

1. Areas within the City are accessed using City streets and rights-of-way, allowing the City to provide efficient emergency response over streets and rights-of-way maintained and established by the City, together with the availability of other utility services (water, sewer, streets) and franchise utility services (power, gas, telecommunications);
2. Addresses and street maps for residences, schools, businesses and other structures are established and maintained by the City within such zone, facilitating efficiency of emergency response;
3. Access to individual lots, including residential, school, commercial and industrial, is subject to development standards and zoning requirements of the City, thus facilitating rapid emergency response and access to such properties, lots and structures;
4. Properties, facilities and structures within the City are identified, categorized and listed within the City's emergency response plan, as required by law, which includes designation of and procedures for response to hazardous sites and continuing City inspection and regulation of such sites;
5. Immediate assistance from the Sunnyside Police Department is available as needed or requested for emergency medical services to locations within the City;
6. The City maintains a system of regular, scheduled fire safety inspections for commercial and industrial facilities and structures within the City, as well as inspections for all new construction, thus facilitating fire prevention and safety and reducing risk of the need for emergency medical responses.

**D. The outside utility zone is created and designated as a separate service zone for reasons and purposes as follows, including but not limited to:**

1. Streets and rights-of-way necessary to access properties and facilities outside the City are not within the jurisdiction or control of the City, and are not subject to City maintenance and care, thus increasing the need for precaution and reducing efficiency of response;
2. For mutual aid fire services, which are likely to include emergency medical or ambulance response by the City, there is no availability of City water utility access for assured minimum fire flows, thus increasing the possibility of more destructive fires and consequent need for emergency medical treatment of affected persons;
3. Access to lots within the outside utility zone is subject to locating unmarked, unpaved driveways developed to rural standards, thus increasing response times and decreasing efficiency of response;
4. Designation of addresses is not subject to control or maintenance by the City, thereby causing less efficient response;
5. Designation of hazardous sites within the outside utility zone is not subject to control by the City;
6. Such hazardous sites are not subject to inspection or regulatory control by the City, thus increasing the need for precaution and reducing efficiency of emergency response;
7. Lack of immediate assistance from law enforcement agencies with jurisdiction in the outside utility zone.

E. Creation of Additional Utility Zone(s). The City reserves the right to create additional or modified utility zones based upon criteria deemed appropriate and necessary in order to provide for the efficient provision of ambulance utility services. [Ord. 2015-7 § 1 (Exh. A § 7.10), 2015.]

**7.04.060 Ambulance service – City utility zone.**

All persons receiving emergency medical service within the City, including residents, employees of businesses and industries, and customers or business invitees thereof while within the City, shall be deemed to be within the City utility zone for purposes of administration of this chapter. Calls for ambulance service generated within the City of Sunnyside shall be made or referred to the City of Sunnyside ambulance service. [Ord. 2015-7 § 1 (Exh. A § 7.12), 2015.]

**7.04.070 Ambulance service – Outside utility zone.**

All persons residing outside the City limits, who receive initial emergency medical service outside the City limits, shall be deemed to be within the outside utility zone for purposes of administration of this chapter, regardless of whether or not, in the course of such emergency medical service, such persons are transported or provided any portion of such service within the City limits. Calls for ambulance service generated outside the City limits of the City of Sunnyside may be referred to the City of Sunnyside ambulance service unless otherwise mandated to be made to the City of Sunnyside ambulance service by any State or emergency medical service agency with jurisdiction. [Ord. 2015-7 § 1 (Exh. A § 7.14), 2015.]

**7.04.080 Base utility charges.**

A. City Utility Zone Fee Formula. A monthly service fee for the operations of the utility shall be established from time to time by ordinance of the City Council in conformity with RCW 35.21.776. The amount of the fee shall be based upon cost of regulating ambulance services and the cost of providing the EMS program as determined by a cost-of-service study done pursuant to RCW 35.21.766(3). Those costs, after deducting transport charges and other fund contributions, shall be divided among Sunnyside residents and other occupants based on a calculation of demand costs and availability costs, consistent with accepted principles of utility rate setting.

1. The rate attributable to availability costs of the utility shall be uniformly applied across all user classifications within the City utility zone.
2. The rate attributable to the demand costs shall be established and billed to each user classification based on each user classification's burden on the utility.
3. The base utility charge shall be collected and enforced in the same manner and with the procedures established for City utilities including, but not limited to, water, sewer and garbage utilities.

B. Base Utility Charge – Rates. The following monthly utility charges shall be assessed and collected:

1. Residential Units. Each residential unit shall be assessed a monthly base utility charge in the amount indicated in the fee schedule in SMC 2.02.020(D).
2. Commercial Businesses and Industries. Each commercial business shall be assessed a monthly base utility charge in the amount indicated in the schedule of fees and charges for each "equivalent residential unit (ERU)" computed as follows. The ERU shall be calculated by dividing the total number of employees employed by such business or industry, up to a maximum of 200 employees, by the number representing the average "household size" of residential and housing units within the City (as published from time to time by the Office of Financial Management of the State of Washington). (Note: For purposes of initial calculation, the household size is 3.6 persons per household according to current OFM calculations. The total number of employees would thus be divided by 3.6, and the resulting number multiplied by the monthly base fee as indicated in the schedule of fees and charges; provided, however, that a church shall not be assessed a base utility charge greater than the minimum monthly base ambulance utility fee.)
3. Hotels/Motels. Each hotel/motel shall be assessed a monthly base utility charge based on the total number of rooms assuming a 1.5 occupancy per room average. The total number of rooms per hotel/motel will be multiplied by 1.5, the average occupancy factor, and then divided by the ERU (3.6). This product will then be multiplied by the annual average of occupied rooms of 48 percent.
4. Assisted Living and Nursing Homes. Any nursing home or rest home which is licensed by the State of Washington or adult family home or assisted living facility shall be billed based upon the number of rooms per facility. Those rooms occupied by residents who are Medicaid eligible shall be exempt from this calculation. The number of residential units shall be based

upon the number of residential units authorized for the facility by the governmental agency having jurisdiction over such matters.

5. **Adjustment of Base Utility Rate.** The base utility rate may be adjusted annually by the City Manager to reflect adjustments or changes in maintenance and operations costs of the ambulance utility; provided, however, that no annual increase shall exceed six percent without prior approval of the City Council. In the event such rate is modified, the City Manager shall post the new rate at the offices of City Hall and the offices of the Sunnyside Fire Department and may distribute or publish such new rate as deemed appropriate to advise the public.

6. **Medicaid Adjustment.** As provided by this section, the base rate established above shall be adjusted for persons who are Medicaid eligible and who reside in a nursing home, boarding home, adult family home, or receive in-home services. Any customer seeking an exemption from the utility fee must file a written Medicaid exemption application to the Finance Director. Medicaid eligibility will be verified before an exemption is granted.

C. **Emergency Medical Services and Ambulance Fund.** All base utility charge revenues collected pursuant to this chapter shall be deposited by the City into the Emergency Medical Services and Ambulance Fund. Such revenues shall be used solely for the operation, maintenance and capital needs of the ambulance service utility and emergency medical services provided thereby. [Ord. 2015-7 § 1 (Exh. A § 7.16), 2015.]

#### **7.04.090 Ambulance utility rates and transport fee schedule.**

A. **Ambulance Utility Rates and Transport Fee Schedule.** All ambulance utility base rates and transport fees are approved as indicated on the schedule of fees and charges in SMC 2.02.020(D), Ambulance Utility, until adjusted pursuant to subsection (C) of this section.

B. **Charges for services** shall be posted at the Sunnyside Fire Department and made available to the public for review.

C. **Adjustment of Transportation Fees.** Fees illustrated in the schedule of fees and charges may be adjusted from time to time by the City Manager in order to provide consistency with approved rate structures mandated by federal or state agencies with jurisdiction, or to maximize reimbursement from federal medical service reimbursement sources, including but not limited to Medicare and/or Medicaid. In the event such rates, or any of them, are modified, the City Manager shall post the new rate or rates at the offices of City Hall and the offices of the Sunnyside Fire Department and may distribute or publish such new rates as deemed appropriate to advise the public. Additionally, the City shall provide a copy of the new rate or rates to each medical service provider or facility with which it has a transport agreement. A copy of the new rate or rates shall also be appended to the ordinance creating this chapter, maintained on file with the City. [Ord. 2015-7 § 1 (Exh. A § 7.18), 2015.]

#### **7.04.100 Transport agreements.**

The City shall have the authority to enter into ambulance service transport agreements with medical care facilities and providers in order to promote the purposes and uses of the ambulance service and to render ambulance services to such facilities and the patients served by such facilities and providers. The parties may set forth in such agreement agreed rates for nonemergency transports and other services or supplies. [Ord. 2015-7 § 1 (Exh. A § 7.20), 2015.]

#### **7.04.110 Emergency Medical Services and Ambulance Utility Fund.**

There is established within the budget of the City a separate fund to be known as the "Emergency Medical Services and Ambulance Utility Fund." Monies deposited in this fund shall be used for the purposes of operation, maintenance and capital needs of the City's ambulance and emergency medical services utility. [Ord. 2015-7 § 1 (Exh. A § 7.22), 2015.]

#### **7.04.120 Severability.**

In the event any provision, sentence, clause or portion of this chapter is found to be unconstitutional or unenforceable by a court of competent jurisdiction, such finding or determination of unconstitutionality or unenforceability shall not be deemed or construed to render ineffective or unenforceable any remaining portion of this chapter. [Ord. 2015-7 § 1 (Exh. A § 7.24), 2015.]

Mobile Version

# DRAFT

## INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SUNNYSIDE and THE CITY OF GRANDVIEW for EMERGENCY MEDICAL TRANSPORT SERVICES

**THIS INTERLOCAL COOPERATION AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_ 2018, between the City of Sunnyside (“Sunnyside”), a Washington Municipal Corporation, and the City of Grandview (“Grandview”), a Washington Municipal Corporation, as authorized by Chapter 39.34 of the Revised Code of Washington, for the provision of emergency medical transport services.

**WHEREAS**, the Sunnyside provides emergency medical transport services to residents within its municipal boundaries; and

**WHEREAS**, Grandview has a need for emergency medical transport services within its municipal boundaries; and

**WHEREAS**, Grandview will contribute financial support to Sunnyside to hire additional staff to provide emergency medical transport services within its municipal boundaries; and

**WHEREAS**, Sunnyside and Grandview wish to enter into this Interlocal Cooperation Agreement for the provision of emergency medical transport services for calls for service originating from locations within Grandview’s municipal boundaries.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follow:

1. **Purpose.** The purpose of this agreement is to allow Sunnyside to provide ambulance services within the Grandview city limits.
2. **Responsibilities of the City of Sunnyside.** Sunnyside shall provide twenty-four (24) hour per day ambulance service within the City of Grandview. Sunnyside shall make available the necessary emergency medical transport vehicles (ambulances), equipment, and personnel to respond within Grandview to request for emergency medical transport services. Sunnyside shall use all reasonable means to provide for a prompt response with sufficient vehicles, equipment and personnel to respond to requests for emergency medical transport services and other emergency events, as may be necessary.

3. **Responsibilities of the City of Grandview.** Grandview shall pay a monthly fee of \$ \_\_\_\_\_, to be used to support the cost of adding additional staff. Sunnyside shall bill Grandview on a monthly basis with statements being sent to Grandview by the 15th of each month. Such statements shall be payable by the 15th of the following month in which they were received.

The City of Grandview shall provide quarters for an ambulance and two ambulance personnel at the City of Grandview Fire Department.

4. **Term.** This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 2018 and continue until December 31, 2028. This Agreement shall automatically renew for one additional ten-year terms after the initial term unless terminated by either party.

5. **Independent Contractor.** The parties intend that an independent contractor relationship be created by this Agreement. Nothing herein shall be construed to create an employer-employee or master-servant relationship. All services performed pursuant to this Agreement shall be performed by the City of Sunnyside as an independent contractor.

6. **Indemnification.** Sunnyside shall indemnify, defend, and hold harmless Grandview, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Sunnyside, its officers, agents and employees, in the performance of the Agreement.

Grandview shall indemnify, defend, and hold harmless Sunnyside, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Grandview, its officers, agents and employees, in the performance of the Agreement.

7. **Termination/Modification.** Any Party hereto may terminate this Agreement upon one (1) year days notice in writing either personally delivered or mailed postage-prepaid by certified mail.

8. **Termination for Breach.** This Agreement may be terminated by either Party for cause, provided that in the event of a breach, the non-breaching party shall given written notice to the breaching party stating specifically the provision of the Agreement alleged to have breached and the factual basis underlying the alleged breach. Within 30 days after the receipt of the notice, the breaching party shall:

- a. cure said breach; or
- b. contest the alleged breach.

Failure to cure the breach of contest the alleged breach within 30 days shall be deemed a material breach of this Agreement and shall enable the non-breaching party to unilaterally terminate this

Agreement upon written notice of termination via certified mail to the breaching party. Termination shall be effective upon receipt of said notice.

9. **Implementation.** The Chief Executive Officers of Sunnyside and Grandview will be jointly responsible for proper implementation of this Agreement.

10. **Interlocal Cooperation Act Provision.** Each party will use its own vehicles, equipment, inventory and personnel for their respective performances under the terms of this Agreement unless otherwise provided herein, which shall remain the sole property and responsibility of each respective party. All personnel utilized by Sunnyside and Grandview in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the respective entity and shall not be construed as "loan servants" or employees of the other party. No special funds or budgets are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of any real or personal property anticipated. The City of Sunnyside's City Manager shall be designated as the Administrator of this Interlocal Cooperation Agreement.

A copy of this Agreement shall be filed with the Yakima County Auditor or posted upon the website of either of the entities in compliance with RCW 39.34.040.

11. **Anti-Discrimination.** The Parties agree that they shall not discriminate against any worker, employer, or applicant, or any member of the public because of race, creed, color, religion, age, sex, or national origin, or otherwise commit an unfair employment practice.

12. **Notice.** All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested, to the attention of the individual or position identified below. The Parties may, upon mutual agreement, determine to accept notice via email.

City of Sunnyside:  
Don Day, City Manager, or successor  
City of Sunnyside  
818 East Edison Avenue  
Sunnyside WA 98944  
E-Mail: dday@sunnyside-wa.gov

City of Grandview  
Cus Arteaga, City Administrator, or successor  
City of Grandview  
207 West Second Street  
Grandview WA 98930  
E-Mail: carteaga@grandview.wa.us

13. **Applicable Law/Dispute Resolution.** This Agreement is governed, construed and enforced in accordance with the laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Yakima County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

14. **Non-Waiver.** Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision or any other provision in the future.

15. **Entire Agreement/Modification.** This Agreement contains all the terms and conditions agreed to by the Parties. All items incorporated by reference are attached. No other understanding, verbal or otherwise, in regard to the subject matter of this Agreement shall be deemed to exist. Any modification of this Agreement shall be in writing and signed by both parties in order to be effective.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the duly authorized officers on the day and year first written above.

CITY OF SUNNYSIDE

CITY OF GRANDVIEW

By: \_\_\_\_\_  
Don Day, City Manager

By: \_\_\_\_\_  
Mayor Norm Childress

ATTEST:

ATTEST:

\_\_\_\_\_  
Jacqueline Renteria, City Clerk

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

APPROVED AS TO FORM

APPROVED AS TO FORM:

\_\_\_\_\_  
Kerr Law Group  
Attorneys for the City of Sunnyside

\_\_\_\_\_  
Quinn Plant  
Attorney for the City of Grandview



## Anita Palacios

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**From:** Anita Palacios  
**Sent:** Wednesday, November 07, 2018 4:18 PM  
**To:** Bill Moore (mooreb@grandview.wa.us); Bill Moore 1 (billandrachel@charter.net); Cus Arteaga; Dennis McDonald (dennism@grandview.wa.us); Dennis McDonald 1 (dennismcd10@gmail.com); Gay Brewer (dancefunproductions@yahoo.com); Gaylord Brewer (brewerg@grandview.wa.us); Gloria Mendoza; Gloria Mendoza (mendozag@grandview.wa.us); Gview Mayor; Javier Rodriguez; Javier Rodriguez (rodhav1@yahoo.com); Joan Souders; Joan Souders 1 (jesouders@hotmail.com); Mayor Norm Childress; Mike Everett (everettm@grandview.wa.us); Mike Everett 1 (mike@everettlaw.net); Quinn Plant  
**Subject:** FW: A suggestion and a request  
**Attachments:** 1542 Electing the next Mayor.docx

**From:** Mike Everett [<mailto:Mike@everettlaw.net>]  
**Sent:** Wednesday, November 07, 2018 4:13 PM  
**To:** Anita Palacios  
**Subject:** A suggestion and a request

## Anita

**Please circulate to the Mayor and Council the attached document. Please add to the next Committee of the Whole Agenda, an item of “Determination of procedure for selection of the next Mayor.”**

**Thank you**

**Mike Everett**

Congratulations Norm!!!

I am writing to make a suggestion as to how we might proceed with the selection of your successor.

I am keeping in mind that it is important that we proceed in a manner that is transparent and also open to everyone and all of the public.

1. The Mayor would submit his resignation with a designated date.
2. We would accept applications from anyone that wants to be Mayor on the 27<sup>th</sup> meeting. Each applicant would have three minutes to address the Council. This would be just like a person running for the office would do, except that at the end of the presentation the Council members would vote (on behalf of their constituents).
3. Then the person chosen would become Mayor Elect until the effective date of Mayor's resignation and then be sworn in by either the City Attorney or the Mayor Pro Tem.

This mirrors the public process by which we elect a Mayor. It is open and public. Also, the person who wants to be Mayor should (in my opinion) be willing to say that they want to be Mayor, just like they will have to do so, if they seek the office in an election.

**RCW 42.12.070****Filling nonpartisan vacancies.**

A vacancy on an elected nonpartisan governing body of a special purpose district where property ownership is not a qualification to vote, a town, or a city other than a first-class city or a charter code city, shall be filled as follows unless the provisions of law relating to the special district, town, or city provide otherwise:

(1) Where one position is vacant, the remaining members of the governing body shall appoint a qualified person to fill the vacant position.

(2) Where two or more positions are vacant and two or more members of the governing body remain in office, the remaining members of the governing body shall appoint a qualified person to fill one of the vacant positions, the remaining members of the governing body and the newly appointed person shall appoint another qualified person to fill another vacant position, and so on until each of the vacant positions is filled with each of the new appointees participating in each appointment that is made after his or her appointment.

(3) If less than two members of a governing body remain in office, the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person or persons to the governing body until the governing body has two members.

(4) If a governing body fails to appoint a qualified person to fill a vacancy within ninety days of the occurrence of the vacancy, the authority of the governing body to fill the vacancy shall cease and the county legislative authority of the county in which all or the largest geographic portion of the city, town, or special district is located shall appoint a qualified person to fill the vacancy.

(5) If the county legislative authority of the county fails to appoint a qualified person within one hundred eighty days of the occurrence of the vacancy, the county legislative authority or the remaining members of the governing body of the city, town, or special district may petition the governor to appoint a qualified person to fill the vacancy. The governor may appoint a qualified person to fill the vacancy after being petitioned if at the time the governor fills the vacancy the county legislative authority has not appointed a qualified person to fill the vacancy.

(6) As provided in chapter 29A.24 RCW, each person who is appointed shall serve until a qualified person is elected at the next election at which a member of the governing body normally would be elected. The person elected shall take office immediately and serve the remainder of the unexpired term.

[ 2013 c 11 § 89; 2011 c 349 § 28; 1994 c 223 § 1.]

**NOTES:**

**Effective date—2011 c 349 §§ 10-12, 27, 28, and 30:** See note following RCW 29A.24.171.

## Chapter 8.24 NUISANCES

### Sections:

- [8.24.010](#) Definitions.
- [8.24.020](#) Nuisances designated.
- [8.24.025](#) Permitting – Maintaining.
- [8.24.030](#) Prohibited conduct.
- [8.24.035](#) Voluntary correction.
- [8.24.040](#) Enforcement – Notice.
- [8.24.050](#) Abatement by the city.
- [8.24.060](#) Abatement by owner or other responsible person.
- [8.24.070](#) Right to appeal.
- [8.24.080](#) Immediate danger – Summary abatement.
- [8.24.085](#) Chronic nuisance properties.
- [8.24.090](#) Penalty for violation.

### 8.24.010 Definitions.

The words and phrases used in this chapter, unless the context otherwise indicates, shall have the following meanings:

- A. "Abate" means to repair, replace, remove, destroy or otherwise remedy the condition in question by such means and in such a manner and to such an extent as the enforcement officer, in his judgment, determines is necessary in the interest of the general health and welfare of the community.
- B. "Building materials" means and includes lumber, plumbing materials, wallboard, sheet metal, plaster, brick, cement, asphalt, concrete block, roofing material, cans of paint and similar materials.
- C. "Enforcement officer" means the mayor, the chief of police, a uniformed officer, the code enforcement officer, the fire chief or their designees.
- D. "Premises" means any building, lot, parcel, real estate, land, or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips, and alleyways, and, on streets without curbs and gutters, "premises" includes the untraveled portion of right-of-way adjacent to said building, lot, parcel, real estate, land or portion of land, improved or unimproved.
- E. "Property" means any object of value that a person may lawfully acquire and hold.

### F. Public Nuisances.

1. A nuisance consists of unlawfully doing an act, or omitting to perform a duty, which act or omission either annoys, injures or endangers the comfort, repose, health or safety of others, offends decency, or unlawfully interferes with, obstructs or tends to obstruct, or renders dangerous for passage, any lake or navigable river, bay, stream, canal, or basin, or any public park, square, street or highway, or in any way renders other persons insecure in life, or the use of property.

2. "Public nuisances" include, but are not limited to, those nuisances specifically set forth in GMC [8.24.020](#) and the following: violations of zoning regulations, building code standards and regulations, utility regulations and standards, environmental regulations and standards, noncompliance with the city's comprehensive plan or planning goals under the Washington State Growth Management Act; violations of business license regulations; illegal discharges of sewage; the operation of offensive, odiferous or unsanitary businesses;

accumulations of refuse constituting fire or safety hazards; and land use activity which depreciates land value, is unsightly, creates excessive noise, fumes, odors or unsanitary conditions, creates danger from fire and/or explosion, creates traffic hazards, or activities which pose a danger to public health, safety or welfare or the economic well-being of the community.

G. Class "A" Nuisances. Class "A" nuisances are those nuisances that, due to their exigent nature, must be abated immediately. Class "A" nuisances may be cited immediately by an enforcement officer unless otherwise provided herein and are misdemeanors.

H. Class "B" Nuisances. Class "B" nuisances are those that do not require immediate abatement and require notice to the owner prior to civil or criminal penalties being imposed. All nuisances not designated as class "A" nuisances are class "B" nuisances.

I. "Responsible person" means any agent, lessee, owner, or other person occupying or having charge or control of any building, lot, parcel, real estate, land, or portion of land whether improved or unimproved, including adjacent sidewalks, parking strips, alleyways, and, on streets without curbs and gutters, the untraveled portion of right-of-way adjacent to said building, lot, parcel, real estate, land or portion of land, improved or unimproved.

J. "Inoperable motor vehicle" means a vehicle which cannot be driven upon the public streets or roadways for any reason, including, but not limited to, being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power. (Ord. 2010-8 § 14; Ord. 1758 § 1, 2006; Ord. 1708 § 1, 2005; Ord. 1473 §§ 1, 2, 1997; Ord. 1418 §§ 1, 2, 1995; Ord. 1374 § 1, 1994; Ord. 1023 § 1, 1981).

#### **8.24.020 Nuisances designated.**

Each of the following conditions, unless otherwise permitted by law, is declared to constitute a public nuisance, and whenever the enforcement officer determines that any of these conditions exist upon any premises the officer may require or provide for the abatement thereof pursuant to this chapter:

##### **A. Dangerous or Unfit Buildings, Dwellings and Structures.**

1. The storage or keeping on any premises for more than 30 days of any used or unused building materials, without a special permit from the code enforcement officer or their designee; provided, that nothing herein shall:

- a. Prohibit such storage without a permit when done in conjunction with a construction project for which a building permit has been issued and which is being prosecuted diligently to completion;
- b. Prohibit such storage without a permit on the premises of a bona fide lumberyard, dealer in building materials or other commercial enterprise when the same is permitted under the zoning ordinance and other applicable ordinances; and
- c. Make lawful any such storage or keeping when it is prohibited by other ordinances or laws.

2. The existence of any structure or thing on private property abutting or fronting upon any public street, sidewalk, or place which is in a sagging, leaning, fallen, decayed or other dilapidated or unsafe condition. The existence of any structure or thing described in this subsection (A)(2) is a class "A" nuisance.

3. Any unfit or substandard or boarded up building as is determined by the code enforcement officer or their designee under the property management code as adopted by the city.

4. All vacant, unused or unoccupied buildings and structures within the city, which are allowed to become or remain open to entrance by unauthorized persons or the general public because of broken, missing or open doors, windows or other openings, so that the same may be used by vagrants or other persons in a manner

detrimental to the health and welfare of the inhabitants of the city. The existence of a building or structure under this subsection (A)(4) is a class "A" nuisance.

**B. Unsightly Areas – Property Maintenance and Vegetation.**

1. The existence of uncontrolled weeds, trash, dirt, filth, unused household appliances or household furnishings, including, but not limited to, refrigerators, stoves, hot water heaters, washers, dryers, sofas, chairs, and tables; and carcass of any animal, waste shrubs, accumulations of lawn or yard trimmings or any offensive matter.

2. The keeping of any refrigerator, icebox or deep freeze locker or any other appliance that could become airtight having a capacity of one and one-half cubic feet or more or any other container manufactured, custom-made or homemade designed for storage which is discarded, abandoned or left in a place accessible to children and which has not had the door or latching mechanism removed to prevent the latching or locking of the door. The existence of anything named herein on the owner's property constitutes a class "A" nuisance.

3. The existence of any dead, diseased, infested or dying tree or tree stump.

4. The existence of any accumulation of materials or objects in a location when the same endangers property or safety or constitutes a fire hazard is a class "A" nuisance.

5. The existence of a sidewalk or portion of a sidewalk adjacent to any premises which is out of repair, and in a condition to endanger persons or property, or in a condition to interfere with the public convenience in the use of such sidewalk.

6. The erecting, maintaining, using, placing, depositing, leaving or permitting to be or remain in or upon any private lot, building, structure, or premises, or in or upon any street, alley, sidewalk, park or other public or private place in the city, any one or more of the following disorderly, disturbing, unsanitary, fly-producing, rat-harboring, disease-causing places, conditions, or objects which may create a fire, safety, health or sanitary hazard:

a. Any putrid, unhealthy or unwholesome bones, meat hides, skins, the whole or any part of any dead animal, fish, or fowl, or waste parts of fish, vegetable or animal matter in any quantity; but nothing herein shall prevent the temporary retention of waste in approved covered receptacles;

b. Any cellar, vault, drain, sump, swimming pool, sewer or septic tank, pit or like place that has become, from any cause, noxious, foul, offensive or injurious to public health, or unpleasant or disagreeable to adjacent residences or persons;

The existence of any condition in subsection (6)(a) or (b) is a class "A" nuisance;

c. Any pools of standing water created by irrigation of private property or abandoned swimming pools that could serve as breeding areas for rats, flies, or mosquitoes;

d. Any filthy, litter or trash covered dwellings, cellars, house yards, barnyards, stable yards, factory yards, vacant areas in the rear of stores, vacant lots, houses, buildings, or premises;

e. Any poison oak or poison ivy, Russian thistle, or other noxious weeds, whether growing or otherwise; but nothing herein shall prevent the temporary retention of such weeds in approved covered receptacles;

f. Any grass, weeds, shrubs, bushes, trees or vegetation growing or which has grown and died upon any property which are a fire hazard or a menace to public health, safety or welfare;

g. Any bottles, cans, glass, ashes, small pieces of scrap iron, wire, metal articles, bric-a-brac, broken stone or cement, broken crockery, broken glass, broken plaster and all such trash, or abandoned, discarded or unused material, unless it is kept in approved covered bins or receptacles;

h. Any trash, litter, rags, accumulations or empty barrels, boxes, crates, packing cases, mattresses, bedding, excelsior, packing hay, straw or other packing material, lumber not neatly piled, scrap iron, tin or other metal not neatly piled, or anything whatsoever in which flies or rats may breed and multiply or which may be a fire hazard.

7. Graffiti and other defacement of public and private property, including walls, rocks, bridges, buildings, fences, gates and other structures, trees and other real and personal property. After 48 hours' notice to the property owner of the existence of graffiti, failure to remove such graffiti is a class "A" nuisance.

8. Hanging laundry on any fence visible from any street or another person's property is a class "A" nuisance.

9. The failure to maintain landscaping, including, but not limited to, lawns, shrubs, trees and other plants, whether of natural growth or domestic vegetation in all residential, commercial, manufacturing or industrial areas of the city. "Failure to maintain" in this section means to allow said areas to be overgrown with weeds or an accumulation of trash.

C. Nuisances on Public Property and Public Ways. The following nuisances, after 24 hours' notice without abatement, shall be class "A" nuisances.

1. The existence of any tree, shrub or overhanging foliage which is apt to destroy, impair, interfere, obstruct or restrict:

a. Travel over any street, alley, sidewalk or other public place or right-of-way;

b. Access to any fire hydrants, standpipes, sprinklers or any other appliance or facility provided for fire protection;

c. Access to any city or other public utilities such as water meters, sewers, power poles, street lights or other public improvements;

d. Light from street lights; and

e. Vision of traffic signs or view of any intersection.

2. The existence of any obstruction to a street, alley, sidewalk or other public place or right-of-way, which is by ordinance prohibited, which is made without lawful permission, or which, having been made by lawful permission, is kept and maintained after the purpose thereof has been accomplished, and for an unreasonable length of time. Any items placed in an alley or public way that are not removed within 24 hours after notice to the adjacent property owner shall be subject to removal by the city and all costs associated with such removal shall be charged to the utility bill for the premises adjacent to the public way upon which the items were located.

3. The depositing or burning or causing to be deposited or burned in any street, alley, sidewalk or other public place or right-of-way which is open to travel, or in a city garbage receptacle, any hay, straw, paper, wood, boards, boxes, leaves, manure, or other rubbish or material.

4. The existence of any drainage onto or sprinkling over any street, alley, sidewalk or other public place or right-of-way of irrigation or other water in such a manner as to cause settling or damage to the street, alley, sidewalk or other public place or right-of-way, or to cause damage or hazard to any user of the street, alley, sidewalk or other public place or right-of-way.

5. Any sign, poster or other advertising matter of any nature placed upon a telephone, power or other utility poles, trees, sidewalks, street signs, traffic signs or other traffic control devices or other structures or places within streets, alleys, sidewalks or other public places or rights-of-way.

**D. Noise Nuisances. All noise nuisances are class "A" nuisances.**

1. The sounding of any horn or signaling device on any automobile, motorcycle, or other vehicle on any public street or public place of the city, except as a necessary warning of danger to person or property; the creation by means of any such signaling device of any unreasonably loud or harsh sound; and the sounding of any such device for an unnecessary and unreasonable period of time;
2. The use of any automobile, motorcycle, or other vehicle, or engine, either stationary or moving, or any instrument, device or thing so out of repair, so loaded, or in such manner as to create loud and unnecessary grating, squealing, grinding, rattling or other noise;
3. Yelling, shouting, hooting, whistling or singing on the public streets, particularly between 10:00 p.m. and 7:00 a.m. or at any time and place so as to disturb the quiet, comfort and repose of any person in any dwelling or other type of residence;
4. The keeping in any building or upon any premises of any bird, animal or fowl which by frequent or long continued noise shall disturb the comfort and repose of any person in the vicinity;
5. The sounding of any whistle, siren or bell, receiving its power from whatever source, except to give notice of the time to begin or stop work or as a warning of fire or danger or upon request of proper city authorities;
6. Any construction activity, including excavation and land-clearing work, or erection, demolition, alteration, repair, or relocation of any building or structure, but excluding emergency repairs or city public works activities, which uses powered equipment such as backhoes, trucks, tractors, earth-moving equipment, compressors, motorized or power hand tools, or equipment of a similar nature at any location which produces noise clearly audible from another location in a residential district or at a dwelling in any district, other than between 7:00 a.m. and 10:00 p.m. The building department may, in writing, grant exceptions to these provisions when the work is of urgent necessity in the interest of public safety and convenience;
7. The creation of any unreasonable or excessive noise near any school, institute of learning, church or court, while the same are in session, provided signs are displayed in such vicinities indicating such institution is nearby;
8. The creation of loud and excessive noises in connection with loading or unloading any vehicle, or the opening or destruction of bales, boxes and containers;
9. The use of any drum, loudspeaker, or other instrument or device for the purpose of attracting attention, by creation of noise, to any performance, show, sale or display of merchandise;
10. The use of mechanical loudspeakers or amplifiers on moving or standing vehicles for advertising purposes;
11. Any "unnecessary noise" as provided in GMC 9.20.060 which reads: It is unlawful to make or cause to be made any unnecessary noise or sounds of such volume or of such a nature as to disturb the peace or cause annoyance to others within the city. It shall further be unlawful for any person to use, operate, play, or permit to be used, operated or played, any radio receiving set, musical instrument, television, phonograph, drum or other instrument, machine or device for the production or reproduction of sound in such a manner as to cause to be made or continued any unnecessary noise as heard without measurement. The operation of any such set, instrument, television, phonograph, machine or device at any time in such a manner as to be

plainly audible at either the property line or 75 feet in the case of a vehicle on a public right-of-way shall be prima facie evidence of a violation of this section. This section shall not apply to any person who is participating in a school band, civic or religious function or parade;

12. The use of hand or power tools, machinery or powered yard maintenance equipment, which results in unreasonably loud and disturbing noises and is clearly audible at a distance of 50 feet from the location where such tools, machinery or equipment are operated; provided, however, that this section shall not apply to such tools, machinery or equipment, used in accordance with manufacturer's specifications between the hours of 7:00 a.m. and 10:00 p.m.

#### E. Vehicle Nuisances.

1. The existence on any premises of any inoperable or abandoned vehicle, machinery, equipment, trailer, house trailer, boat or other vehicle, tires or major parts thereof.

2. The stopping or parking of a vehicle within the area designated as a minimum front yard or side yard on a flanking street as defined in GMC Title 17, Zoning, within a residential area. Parking shall be permitted in and upon designated driveways. The designated driveway is defined as the surfaced roadway leading from the street to the garage, covered parking area or other permitted off-street parking area. Violation of this subsection is a class "A" nuisance.

3. Servicing, repairing, assembling, wrecking, modifying, restoring or otherwise working on any vehicle on any residential premises in any zone district shall be subject to the following:

- a. Work shall be limited to the minor repair and maintenance of vehicles, equipment or other conveyance currently registered as specified in the Washington Vehicle Code to the occupant or a member of the occupant's family. This limitation precludes auto repair on residential premises by any commercial entity.
- b. Such work shall be conducted on no more than one vehicle at any one time.
- c. Major repair such as major engine overhauling, transmission repair or rear end repair or replacement work shall only be done within an enclosed structure (such as a garage) or in an area which is screened from public view.
- d. Such work shall be done only between the hours of 7:00 a.m. and 10:00 p.m.
- e. Such work shall not be done in a public right-of-way.
- f. Storage of parts, equipment or other supplies needed for the repair of the vehicle on the premises must be kept within an enclosed structure or in an area which is screened from public view.
- g. No such work which creates a nuisance as defined herein shall be permitted.
- h. Upon completion of any work allowed by this section, the property shall be cleaned of all debris, oil, grease, gasoline, cloths, rags and equipment or material used in the work and shall be left in such a condition that no hazard to persons or property shall remain.
- i. Disposal of all waste products shall be done in accordance with Chapter 19.114 RCW.

#### F. Animal Nuisances. All animal nuisances are class "A" nuisances.

1. The habitual or continuing barking, howling, yelping, whining or other oral noises of a dog or other animal while on or off the premises of its owner. In addition to the penalties provided herein, the municipal court

judge shall have the authority to order the confiscation of any animal deemed to be an habitual offender of this subsection. A habitual offender shall be deemed to be any animal whose owner has been cited and convicted of this offense on three prior occasions for the same animal. Upon the confiscation of the dog, the judge shall set conditions for the return of the animal and may, if such conditions are not met, order the destruction of the animal.

2. Allowing a dog or other animal to defecate in any area of the city other than the premises of the owner or person having charge of the animal, unless said owner or person being in charge takes immediate steps to remove and properly dispose of said feces.

3. All pens, stables, kennels, yards and other premises where animals are confined or kept for private or commercial purposes shall be maintained in a clean condition so as to avoid unhealthy conditions for the animals or accumulation of animal waste; provided, however, said requirements shall not pertain to customary farm or agricultural practices.

4. Any animal manure in any quantity which is not securely protected from flies or weather conditions, or which is kept or handled in violation of any ordinance of the city.

**G. Drug and Moral Nuisances. All drug and moral nuisances are class "A" nuisances.**

1. The illegal possession, delivery or manufacture of any illegal drug.

2. Any building, house, room or other structure or vehicle maintained or used for the purpose of lewdness or prostitution; the sale, use or possession or manufacturing of any illegal drugs.

**H. Environmental Nuisances. All environmental nuisances are class "A" nuisances.**

1. The existence of any condition which would produce dust or noxious odors; provided, that nothing herein shall be prohibited when done in conjunction with a construction project for which a building permit has been issued and is being prosecuted diligently to completion. However, the contractor or owner will be responsible for dust and odor control throughout his development area.

2. The existence of any strong or offensive odor at the property line, including but not limited to rotting or decaying fish or other dead animals, rotting garbage, animal manure, strong chemical smells, and other strong or offensive odors.

3. Any noxious, foul, offensive or putrid liquid or substance or any liquid or substance likely to become noxious, foul, offensive or putrid to be discarded, placed or thrown upon or to flow from or out of any premises into or upon any adjacent premises or any street, alley, sidewalk or other public place or right-of-way or to stand, remain or be upon any premises or any street, alley, sidewalk or other public place or right-of-way.

4. No person shall throw, drop, deposit, discard or otherwise dispose of litter upon any public property in the city or upon private property in the city not owned by him or her, whether from a vehicle or otherwise.

**I. Miscellaneous Nuisances. All miscellaneous nuisances are class "A" nuisances.**

1. The existence of caterpillar infestations.

2. The existence of fruit fly infestation, moths, rust, or other tree diseases.

3. The burning or disposal of refuse, sawdust, paper, wood, boards, boxes, leaves, or other rubbish or material.

4. Any pit, basin, pothole, hole, swimming pool or other excavation which is unguarded and dangerous to life, or has been abandoned, or is no longer used for the purpose for which it was constructed or is maintained contrary to law.

5. The use of any laser device to shine at any person, business, residence or automobile or other means of transportation. (Ord. 2010-8 §§ 15 – 17; Ord. 1758 §§ 2 – 16, 2006; Ord. 1733 § 1, 2005; Ord. 1715 § 1, 2005; Ord. 1708 § 2, 2005; Ord. 1349 § 1, 1993; Ord. 1023 § 2, 1981).

#### **8.24.025 Permitting – Maintaining.**

It is unlawful, and a misdemeanor, for any person, by himself or by his agents or employees, or as the agent or employee of another person, firm or corporation, to do, or permit to be done, upon any premises over which he has control; or to maintain, carry on, suffer, or allow, at any place or places mentioned in GMC 8.24.020, any of the acts or things declared to be nuisances in this chapter; or to do or cause or permit, or suffer to be done, or to maintain, any act or thing which is detrimental or injurious to public health, or offensive to the senses, or contrary to public decency or morality. If the owner or agent of any premises has actual or constructive knowledge of the maintenance on or in his premises of any nuisance, as defined in this chapter, he shall be deemed one of the persons in control of the premises.

The city hereby adopts Chapter 7.43 RCW, Injunctions – Drug Nuisances, and the procedures contained therein are hereby adopted to enjoin violations of GMC 8.24.020(G)(1). (Ord. 1708 § 3, 2005).

#### **8.24.030 Prohibited conduct.**

It is unlawful for any responsible person or owner to create, permit, maintain, suffer, carry on or allow, upon any premises, any of the acts or things declared by this chapter to be a public nuisance. (Ord. 1023 § 3, 1981).

#### **8.24.035 Voluntary correction.**

A. **Applicability.** This section applies whenever the code enforcement officer or his/her designee determines that a nuisance has occurred or is occurring.

B. **General.** The code enforcement officer or their designee shall attempt to secure voluntary correction by contacting the person responsible for the nuisance and, where possible, explaining the violation and requesting correction.

C. **Issuance of Voluntary Correction Agreement.** A voluntary correction agreement may be entered into between the person responsible for the violation and the city, acting through the code enforcement officer or his/her designee.

1. **Content.** The voluntary correction agreement is a contract between the city and the person responsible for the violation under which such person agrees to abate the violation within a specified time and according to specified conditions. The voluntary correction agreement shall include the following:

- a. The name and address of the person responsible for the violation; and
- b. The street address or other description sufficient for identification of the building, structure, premises, or land upon or within which the violation has occurred or is occurring; and
- c. A description of the violation and a reference to the regulation which has been violated; and
- d. The necessary corrective action to be taken, and a date or time by which correction must be completed; and

e. An agreement by the person responsible for the violation that the city may inspect the premises as may be necessary to determine compliance with the voluntary correction agreement; and

f. An agreement by the person responsible for the violation that the city may abate the violation and recover its costs and expenses (including attorney fees, expert witness fees, and court costs) and/or a monetary penalty pursuant to this chapter from the person responsible for the violation if the terms of the voluntary correction agreement are not satisfied; and

g. An agreement that, by entering into the voluntary correction agreement, the person responsible for the violation waives the right to a hearing before the court under this chapter or otherwise, regarding the matter of the violation and/or the required corrective action.

2. Right to a Hearing Waived. Upon entering into a voluntary correction agreement, the person responsible for the violation shall have no right to a hearing before the court under this chapter or otherwise, regarding the matter of the violation and/or the required corrective action. (Ord. 2010-8 § 18; Ord. 1758 § 17, 2006; Ord. 1708 § 4, 2005).

#### **8.24.040 Enforcement – Notice.**

Enforcement and notice shall be given as set forth in Chapter 15.72 GMC, Administrative Enforcement Program. (Ord. 2010-8 § 20; Ord. 2007-19 § 1; Ord. 1374 § 2, 1994; Ord. 1023 § 4, 1981).

#### **8.24.050 Abatement by the city.**

A. Abatement by the city shall be carried out under the provisions of Chapter 15.72 GMC.

B. In addition to the costs of abatement there shall be imposed a charge of from \$150.00 to \$250.00 for the administrative costs incurred in said process of abatement. (Ord. 2010-8 § 21; Ord. 1758 § 18, 2006; Ord. 1374 § 3, 1994; Ord. 1023 § 5, 1981).

#### **8.24.060 Abatement by owner or other responsible person.**

If and when an owner or other responsible person undertakes to abate any condition described in this chapter, whether by order of the enforcement officer or otherwise, all needful and legal conditions pertinent to the abatement may be imposed by the enforcement officer. It is unlawful for the owner or other responsible person to fail to comply with such conditions. Nothing in this chapter shall relieve any owner or other responsible person of the obligation of obtaining any required permit to do any work incidental to the abatement. (Ord. 1023 § 6, 1981).

#### **8.24.070 Right to appeal.**

Any person notified of the existence of a nuisance specified in this chapter by the serving of a property violation notice or by a notice to abate unsafe or unlawful condition shall have the right to appeal pursuant to the provisions of Chapter 15.72 GMC. (Ord. 2010-8 § 22; Ord. 2007-19 § 2; Ord. 1758 § 19, 2006; Ord. 1023 § 7, 1981).

#### **8.24.080 Immediate danger – Summary abatement.**

Whenever any condition or use of the property causes or constitutes or reasonably appears to cause or constitute an imminent or immediate danger to the health or safety of the public or a significant portion thereof, the enforcement officer shall have the authority to summarily and without notice abate the same. The expenses of such abatement shall become a civil debt against the owner or other responsible person and be collected as provided in GMC 8.24.050. (Ord. 1023 § 8, 1981).

#### **8.24.085 Chronic nuisance properties.**

Chronic nuisance properties present grave health, safety and welfare concerns, which the property owners or persons in charge of such properties have failed to take corrective action to abate the nuisance condition. Chronic nuisance properties have a tremendous negative impact upon the quality of life, safety and health of the neighborhoods where they are located. This chapter is enacted to remedy nuisance activities that repeatedly occur or exist at chronic nuisance properties by providing a process for abatement; and this remedy is not an exclusive remedy available under any state or local laws and may be used in conjunction with such other laws.

Also, chronic nuisance properties are a financial burden to the city by the repeated calls for service to the properties because of the nuisance activities that repeatedly occur or exist on such property, and this chapter is a means to ameliorate those conditions and hold responsible the owners or persons in charge of such property.

A. Definitions. For purposes of this section, the following words or phrases shall have the meaning prescribed below:

1. "Abate" means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this section by means and in such a manner and to such an extent as the applicable city department director or designee determines is necessary in the interest of the general health, safety and welfare of the community;
2. "Control" means the ability to regulate, restrain, dominate, counteract or govern property, or conduct that occurs on a property;
3. "Chronic nuisance property" means property on which three or more nuisance activities occur or exist during any one-year period;
4. "Drug-related activity" means any unlawful activity at a property which consists of the manufacture, delivery, sale, storage, possession, or giving away of any controlled substance as defined in Chapter 69.50 RCW, legend drug as defined in Chapter 69.41 RCW, or imitation controlled substances as defined in Chapter 69.52 RCW;
5. "Landlord" means the owner, lessor, or sublessor of the dwelling unit or the property of which it is a part, and, in addition, means any person designated as a representative of the landlord;
6. "Nuisance activity" means and includes:
  - a. A nuisance as defined by state law or local ordinance occurring around or near the property; or
  - b. Any of the following activities, behaviors or criminal conduct:
    - i. Stalking, RCW 9A.46.110.
    - ii. Harassment, GMC [9.20.030](#) and [9.38.010](#).
    - iii. Failure to disperse, GMC 9.08.092
    - iv. Disorderly conduct, GMC [9.08.094](#).
    - v. Assault, GMC [9.12.010](#).
    - vi. Injuring property, GMC [9.24.100](#).
    - vii. Prostitution, GMC [9.16.020](#).
    - viii. Patronizing a prostitute, GMC 9.16.040.

- ix. Permitting prostitution, GMC 9.16.050.
- x. Promoting prostitution, GMC 9.16.060.
- xi. Lewd conduct, GMC 9.16.080.
- xii. Any firearms violation listed in Chapter 9.36 GMC.
- xiii. Unnecessary noise, GMC 9.20.060.
- xiv. Drug-related activity, RCW 69.50.401.
- xv. Gang-related activity (as defined in RCW 59.18.030).
- xvi. Any attempt to commit and/or conspiracy to commit any of the above activities, behaviors or conduct;

7. "Owner" means any person having any interest in the real estate in question as indicated in the records of the office of the Yakima County auditor or who establishes, under this chapter, their ownership interest therein;

8. "Person" means natural person, joint venture, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, officer or employee of any of them;

9. "Person associated with a property" means any person who, on the occasion of a nuisance activity, has entered, patronized, visited, or attempted to enter, patronize or visit, or waited to enter, patronize or visit a property or a person present on property, including, without limitation, any officer, director, customer, agent, employee, or any independent contractor of a property, or a person in charge of or owner of property;

10. "Person in charge" of a property means any person in actual or constructive possession of a property, including but not limited to an owner, occupant, agent, or property manager of a property under his or her control;

11. "Premises and property" may be used by this chapter interchangeably and means any building, lot, parcel, dwelling, rental unit, real estate or land or portion thereof including property used as residential or commercial property;

12. "Rental unit" means any structure or that part of a structure, including but not limited to single-family home, room or apartment, which is rented to another and used as a home, residence, or sleeping place by one or more persons.

#### B. Violation.

1. Any property within the city of Grandview which is a chronic nuisance property is in violation of this chapter and subject to its remedies; and

2. Any person in charge who permits property to be a chronic nuisance property shall be in violation of this chapter and subject to its remedies.

#### C. Procedure.

1. When the chief of police, or his designee, receives police documentation confirming the occurrence of three or more nuisance activities within a 60-day period on the property, the chief of police, or his designee, may review such reports to determine whether they describe the nuisance activities enumerated in subsection (A)(6) of this section at the address shown on the county auditor records and shall notify the

person in charge of the property in writing that the property is in danger of being declared a chronic nuisance property.

2. The notice shall contain:

- a. The street address or a legal description sufficient for identification of the property;
- b. A concise description of the nuisance activities that exist, or that have occurred on the property;
- c. Offer the person in charge an opportunity to abate the nuisance activities giving rise to the violation; and
- d. A statement describing that if legal action is sought, the property could be subject to closure, civil penalties and/or costs assessed up to \$100.00 per day after the notice of the chronic nuisance property received.

3. Such notice shall be either (a) personally served, or (b) delivered by first class mail to the person in charge of the property with a copy mailed to the owner at the address indicated by the Yakima County auditor, if different than the person in charge of the property.

4. If the person in charge fails to respond to the notice within the time prescribed, the chief of police or his designee shall post such notice at the property and issue the person in charge a civil infraction. If the person in charge fails to respond to the issued infraction, the matter shall be referred to the office of the city attorney for further action.

5. If the person in charge responds as required by the notice and agrees to abate the nuisance activity, the chief of police, or his designee, and the person in charge and/or property owner, may work out an agreed upon course of action which would abate the nuisance activity. If an agreed course of action does not result in the abatement of the nuisance activities or if no agreement concerning abatement is reached, the matter shall be forwarded to the office of the city attorney for enforcement action.

6. It is a defense to an action for chronic nuisance property that the person in charge at all times could not, in the exercise of reasonable care or diligence, determine that the property had become chronic nuisance property, or could not, in spite of the exercise of reasonable care and diligence, control the conduct leading to the determination that the property is chronic nuisance property.

D. Commencement of Action – Enforcement.

1. Once the matter is referred to the city attorney, the city attorney shall immediately review and make a determination to initiate legal action authorized under this chapter or state statute, or may seek alternative forms of abatement of the nuisance activity. The city attorney may initiate legal action on the chronic nuisance property and seek civil penalties and costs in superior court for the abatement of the nuisance.

2. In determining whether a property shall be deemed a chronic nuisance property and subject to the court's jurisdiction, the city shall have the initial burden of proof by a preponderance of the evidence that the property is a chronic nuisance property. The city may submit official police reports and other affidavits outlining the information that led to arrest(s), and other chronic nuisance activity occurring or existing at the property. The failure to prosecute an individual or the fact no one has been convicted of a crime is not a defense to a chronic nuisance action.

3. Once a superior court determines the property to be a chronic nuisance under this chapter, the court may impose a civil penalty against any or all of the persons in charge of the property and/or the owner of the property, and may order any other relief deemed appropriate. A civil penalty may be assessed for up to

\$100.00 per day for each day the nuisance activity continues to occur following the date of the original notice by the chief of police, or his designee, as described in subsection C of this section. In assessing the civil penalty, the court may consider the following factors, citing to those found applicable: (a) the actions taken by the person in charge and/or owner to mitigate or correct the nuisance activity; (b) the financial condition of the person in charge; (c) the repeated or continuous nature of the nuisance activity; (d) the statements of the neighbors or those affected by the nuisance activity; and (e) any other factor deemed relevant by the court.

4. The superior court which determined the property to be a chronic nuisance property shall also assess costs against the person in charge and/or owner in the amount it costs the city to abate, or attempt to abate, the nuisance activity.

5. If the superior court determines the property to be a chronic nuisance property, the superior court shall order the property closed and secured against all unauthorized access, use and occupancy for a period up to one year, and may impose a civil penalty and costs.

6. Once a determination has been made by the superior court that the nuisance property shall be subject to closure, the court may authorize the city to physically secure the premises and initiate such closure. Costs for such closure shall be submitted to the court for review. Any civil penalty and/or costs awarded to the city may be filed with the city treasurer who shall cause the same to be filed as a lien on the property with the county treasurer. The city shall file a formal lis pendens notice when an action for abatement is filed in the superior court.

7. The superior court shall retain jurisdiction during any period of closure or abatement of the property.

8. Grandview municipal court is to have jurisdiction of all infractions issued pursuant to this chapter.

E. Summary Closure. Nothing in this chapter prohibits the city from taking any emergency action for summary closure of such property when it is necessary to avoid an immediate threat to public welfare and safety. The city may take summary action to close the property without complying with the notification provisions of subsection C of this section, but shall provide such notice as is reasonable under the circumstances. (Ord. 2007-4 § 1; Ord. 1711 § 1, 2005; Ord. 1708 § 5, 2005).

#### **8.24.090 Penalty for violation.**

Penalty for the violation of any of the provisions of this chapter shall be as set forth in Chapter 15.72 GMC. (Ord. 2010-8 § 23; Ord. 1758 § 20, 2006; Ord. 1708 § 5, 2005; Ord. 1023 § 9, 1981).

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**The Grandview Municipal Code is current through Ordinance 2018-12, passed August 28, 2018.**

Disclaimer: The City Clerk's Office has the official version of the Grandview Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.



**OFFICE OF THE CITY MANAGER**  
129 North Second Street  
City Hall, Yakima, Washington 98901  
Phone (509) 575-6040

October 19, 2018

**RECEIVED**

**OCT 22 2018**

**CITY OF GRANDVIEW**

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

RE: SPONSORSHIP REQUEST TO MAINTAIN THE FLY YKM MARKETING PROGRAM

Dear Mayor Childress,

The Yakima Air Terminal-McAllister Field (Yakima Airport) is served by Alaska Airlines, which provides the Greater Yakima area with reliable and convenient air transportation to Seattle-Tacoma International Airport (SEATAC). In 2014, the City of Yakima utilized a \$290,000 grant from the United States Department of Transportation (USDOT) to launch a FLY YKM marketing program to encourage the community to fly out of the Yakima Airport instead of driving to SEATAC. This program has been successful by attracting an additional 38,000 passengers to the Yakima Airport thereby increasing passenger ridership 32%. This increase resulted in Alaska Airlines adding an additional daily roundtrip flight to SEATAC. The success of this marketing program has provided our communities with shorter connections at SEATAC and provides a more reliable way of travel during winter months when mountain passes frequently close due to unsafe driving conditions.

Unfortunately, the USDOT grant will expire at the end of 2018. In order to continue this marketing program on behalf of all communities in the Yakima Valley, the City of Yakima is committed to budgeting \$25,000 in 2019 for this effort. Since Yakima's air service is essential for our region, it is imperative that the City of Yakima reach out to our neighboring cities whose residents utilize the airport in order to maintain our marketing program in 2019 and years to follow. In order to maintain our current level of marketing, the City of Yakima is requesting a \$10,000 match from the City of Grandview for 2019 to compliment the City of Yakima's contribution. The City of Yakima encourages our neighboring cities to participate in the FLY YKM program to ensure future air service is not only retained, but has the opportunity to grow with additional flights or new destinations.

Thank you for your consideration and please let me know if you have any questions.

Sincerely,

Cliff Moore  
City Manager

Robert Peterson  
Airport Director



# YAKIMA HEALTH DISTRICT

Prevention Is Our Business

October 29, 2018

RECEIVED

NOV - 5 2018

CITY OF GRANDVIEW

Dear Mayor Norm Childress,

The Yakima Health District (YHD) extends an invitation to you, or a member of your city council, to apply to become a City Representative member of the YHD Board of Health. The 7-member YHD Board of Health consists of all 3 County Commissioners, 2 City Representatives, and 2 Citizen Representatives. The 2 City Representative positions are 2-year terms that last from January 2019 to December 2020. The Board of Health meetings are held the last Wednesday of the month, starting at 8:30am. According to [RCW 70.05.060](#), the powers and duties of the local board of health is to supervise over all matters pertaining to the preservation of the life and health of the people within its jurisdiction (Yakima County). Our primary [plan and strategic goals](#) are to deliver mandated services, develop a network of community partners invested in improving public health and to increase the effectiveness and efficiency of district services.

Established in 1911, the Yakima Health District is the oldest Health District in the United States of America. Becoming a member of the YHD Board provides you with the opportunity to join a team of public servants that are dedicated to continuing the legacy of disease prevention education and services to enhance the health and safety of all in our community.

We are looking for leaders to join our efforts in working to protect and improve the health of the residents of Yakima County. We provide a variety of services, such as issuing birth and death certificates, food worker cards, permits and other food establishment related licenses. We also assess and respond to communicable disease outbreaks and sexually transmitted diseases through case investigation. Additionally, we monitor drinking water wells, septic systems, and respond to solid waste complaints until safe compliance is achieved.

If you are interested in becoming a member, please complete and submit the following [Board of Health Member Appointment Application](#), to Ryan Ibach [ryan.ibach@co.yakima.wa.us](mailto:ryan.ibach@co.yakima.wa.us), Chief Operating Officer, by November 18, 2018 at 11:59p.m.

For more information about the [Board of Health](#) or our [meeting schedule](#) visit our [YHD website](#).

Sincerely,

Orlantha Coleman  
Manager of Administrative Services



# Yakima Health District (YHD) Board of Health Appointment Application

**SUBMIT**

We appreciate your interest in serving on the Board of Health for the Yakima Health District. We ask you to complete this brief form to help provide the Board of Health with sufficient information to make an appointment to the Yakima Health District Board of Health.

**A. Please Print Clearly:**

NAME: (Mr., Mrs., Ms.) \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_  
Number Street Apt. City Zip Code

PHONE NUMBERS: \_\_\_\_\_  
Mobile Business Other (Specify)

E-MAIL: \_\_\_\_\_ FAX: \_\_\_\_\_

YAKIMA COUNTY RESIDENT:  YES  NO If Yes, number of years \_\_\_\_\_

Are you available for our monthly meetings the last Wednesday of the month at 8:30a.m?  YES  NO

**B. Please list any training, education or experience that you possess that benefits a member of the board role:**

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

**C. Special reasons for wishing to serve on the Yakima Health District Board of Health:**

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

**D. Have you ever served on any other board or commission? If so, please list the city, state, dates, and name of board or commission:**

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

*Continued Page 2*



# Yakima Health District (YHD) Board of Health Appointment Application

E. Please furnish two references who can speak to your qualifications for the desired appointment:

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

ADDRESS: \_\_\_\_\_

Zip Code

DAYTIME PHONE NUMBER: \_\_\_\_\_

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

ADDRESS: \_\_\_\_\_

Zip Code

DAYTIME PHONE NUMBER: \_\_\_\_\_

F. Please be advised, WAC 42.30.205 mandates persons filling certain state and local government offices and positions, including board and commission appointments, complete training regarding the [Open Public Records Act](#) within 90 days of election or appointment.

When a vacancy occurs on the board for a position for which you are qualified your application will be provided to the Selection Committee. The Committee will then make a recommendation to the Board for appointment. The Selection Committee or the Board of Health may desire to conduct an interview.

As an applicant for the above position for the Yakima Health District Board of Health, I hereby waive my right to privacy with respect to the information contained in my application and any supporting documents attached thereto. The Yakima Health District, its officials, or employees are authorized to make my application and supporting documents available for public inspection, including inspection by members of the press and media.

Your Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please return completed form to the Yakima Health District, 1210 Ahtanum Ridge Drive, Union Gap, WA. 98903. Applications will be kept on file for one year. (If you have any questions please call 509-249-6521.)

For more information about the [Yakima Health District Board of Health](#).