

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, NOVEMBER 26, 2024**



PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

This meeting will be held in person and will also be available via teleconference.

REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE – Luna Marquez, 1st grader at Smith Elementary School**
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
 - A. Certificate of Extraordinary Achievement – GHS Boys State Cross Country – Brendan Kramer
 - B. Introduction of new Deputy Fire Chief Del Whitmore
- 5. PUBLIC COMMENT – *The public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.***
- 6. CONSENT AGENDA – *Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.***
 - A. Minutes of the November 12, 2024 Committee-of-the-Whole meeting 1-7
 - B. Minutes of the November 12, 2024 Council meeting 8-13
 - C. Payroll Check Nos. 14158-14170 in the amount of \$103,274.75
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61469-61473 in the amount of \$99,656.71
 - E. Payroll Direct Deposit 11/01/24-11/15/24 in the amount \$149,647.64
 - F. Claim Check Nos. 130128-130206 in the amount of \$1,247,881.37
- 7. ACTIVE AGENDA – *Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).***
 - A. Public Hearing – 2025 Preliminary Budget 14-15
 - B. Closed Record Public Hearing – Kang/Nazarene Church/Lange Rezone (1-60)
 - Grandview Hearing Examiner's Public Hearing Packet dated October 23, 2024 is included as part of the agenda packet per reference in the Hearing Examiner's Recommendation and Decision

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C. Ordinance No. 2024-24 changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by Moo Sung & Ran Young Kang, Grandview First Church of the Nazarene and Maurice A. & Gretchen Lange for Parcel Nos. 230914-41002, 230914-41005, 230914-44401, 230914-44004, 230914-44407 and 230914-41009 located on North Elm Street, Grandview, Washington	40-61
D. Resolution No. 2024-64 authorizing the Mayor to sign an Interlocal Agreement with the Yakima County District Court for Probation Services	62-71
E. Resolution No. 2024-65 authorizing the Mayor to sign a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC	72-83
F. Ordinance No. 2024-25 amending Grandview Municipal Code Section 13.28.140 Imposition of delinquency charge – Shutoff as method of enforcement	84-86
G. Ordinance No. 2024-26 amending the 2024 Annual Budget	87-88
H. Resolution No. 2024-66 authorizing the Mayor to sign a 2025 Marketing Services Agreement with Pixelsoft Films	89-91
I. Resolution No. 2024-67 authorizing the Mayor to sign Change Order No. 2 with C&E Trenching, LLC for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements	92-94
8. UNFINISHED AND NEW BUSINESS	
9. CITY ADMINISTRATOR AND/OR STAFF REPORTS	
10. MAYOR & COUNCILMEMBER REPORTS	
11. ADJOURNMENT	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, November 26, 2024 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/86454964673?pwd=8TaNsY2IA9IHpJixSK2iyHKqjDIggg.1>

To join via phone: +1 253 215 8782

Meeting ID: 864 5496 4673

Passcode: 872361

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
NOVEMBER 12, 2024**

1. CALL TO ORDER

Mayor Ashley Lara called the Committee-of-the-Whole (C.O.W.) meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

2. ROLL CALL

Present in person: Mayor Ashley Lara, Councilmembers David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmember Steve Barrientes

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Public Works Director Hector Mejia and City Clerk Anita Palacios

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Resolution authorizing the Mayor to sign an Interlocal Agreement with the Yakima County District Court for Probation Services

City Clerk Palacios explained that Grandview Municipal Court contracts with Yakima County District Court for court services. In the past, probation services were included in the court contract. In 2018, Yakima County District Court separated probation services from the court contract. The City entered into a separate four-year agreement with Yakima County District Court for probation services. On November 9, 2021, the Grandview Probation Services Agreement with Yakima County District Court was renewed for January 1, 2022 through December 31, 2024. District Court Administrator Therese Murphy attended the October 22, 2024 C.O.W. meeting to discuss the cost increase for probation services and the new costing model that appropriates to each entity the cost associated with the work being performed by probation services. The Probation Services Agreement with Yakima County District Court would expire December 31, 2024. Staff presented for Council consideration the new Probation Services Interlocal Agreement between the City and Yakima County District Court effective January 1, 2025 through December 31, 2029.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign an Interlocal Agreement with the Yakima County District Court for Probation Services to the November 26, 2024 regular Council meeting for consideration.

Vote:

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

B. Resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC

City Clerk Palacios explained that the City contracts with Yakima County District Court for municipal court services. Under the terms of the Yakima County District Court contract, the City was to provide indigent defense services to indigent defendants. At the September 10, 2024 C.O.W. meeting, City Attorney Plant explained that the City was required to provide an attorney for people prosecuted by the City whom cannot afford an attorney, commonly referred to as "indigent defense." Since 2012, the City has contracted with the law firm of Beck and Phillips, PLLC, for indigent defense services. The contract has contemplated that Beck and Phillips would handle up to 350 cases per year for the City. Since 2021, Beck and Phillips have handled between 250 and 300 cases per year. The compensation provided to Beck and Phillips has increased at roughly 10 percent per year since 2012, from \$69,000 in 2015, to \$107,470 in 2024. The current contract expires at the end of 2024, and negotiations over a successor contract were ongoing. Recent developments at the state level have consequences for indigent defense services. In March 2024, the Washington Supreme Court published mandatory standards limiting the number of cases attorneys doing criminal defense work may handle in a given year. The standards were complicated, but could be summarized as containing the following limitations:

- Starting 7/2/2025, an attorney may handle no more than **280** misdemeanor cases per year;
- Starting 7/2/2026, an attorney may handle no more than **225** misdemeanor cases per year;
- Starting 7/2/2027, an attorney may handle no more than **120** misdemeanor cases per year.

The main implication of this development was that starting in mid-2026, Beck and Phillips would no longer be able to provide defense services for the City commensurate with the historical number of prosecutions. The City could respond by (1) hiring additional indigent defense counsel, and/or (2) reducing the number of cases it was prosecuting. The standards would also have the effect of increasing the cost of indigent defense services, and would require decisions from City Council. First, the City Council should anticipate that the cost of providing indigent services would increase and should budget accordingly. Second, City staff would need direction on whether to begin exploring how to reduce the number of cases that were prosecuted by the City. This could include, for example, implementing a pre-trial diversion program. If City Council wished the City to maintain the current level of prosecutions, it may be appropriate to begin searching for additional indigent defense counsel. It has been the experience of staff that it was difficult to locate attorneys willing to do this work.

Staff requested the Law Office of Beck and Phillips, PLLC, submit a proposal for renewal of the Public Defender Agreement. They proposed an additional 18 months contract renewal at a cost of \$205,000 commencing January 1, 2025 through June 30, 2026. The prior contract allocated \$2,000 for interpreters and \$5,000 for investigators. This is now reversed, \$5,000 for interpreters and \$2,000 for investigators, so no net change. Said renewal Agreement was presented for Council consideration.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC to the November 26, 2024 regular Council meeting for consideration.

Vote:

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

C. Ordinance amending Grandview Municipal Code Section 13.28.140 Imposition of delinquency charge – Shutoff as method of enforcement

City Clerk Palacios explained that currently, utility accounts with a \$20.00 past due were not disconnected for nonpayment or issued a doorhanger. The last time the threshold increased was in 2014 from \$15.00 to \$20.00. The Utility Billing Clerk recommended the threshold be increased to \$30.00 for the following reasons:

- Utility bills were increasing and the threshold should also be increased.
- Customers' bills range from \$200 - \$300 that do not have irrigation water, therefore their late fees were \$20 - \$30 per month.
- This past month, a customer was disconnected for having a past due of \$21.66 (late fee). The customer paid their September bill late on October 11th, but did not pay the late fee. When the customer received the doorhanger on October 15th, they ignored it thinking they would not be disconnected for \$21.66. In addition, another customer was disconnected for a late fee of \$22.25.

Discussion took place.

On motion by Councilmember Diaz, second by Councilmember Moore, the C.O.W. moved an ordinance amending Grandview Municipal Code Section 13.28.140 Imposition of delinquency charge – Shutoff as method of enforcement to the November 26, 2024 regular Council meeting for consideration.

Vote:

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

D. Ordinance amending the 2024 Annual Budget

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

- Current Expense Fund: Increased appropriations for Planning Professional Services. Net effect was a decrease in estimated ending fund balance.
- Street Fund: Increased revenues for Yakima County Reimbursement. Increased appropriations for OIE Hwy project. Net effect was no change in estimated ending fund balance.
- NW Grandview Infrastructure Fund: Increased revenues for Yakima County SIED Loan. Net effect was an increase in estimated ending fund balance.
- Solid Waste Fund: Increased appropriations for Operating Rentals & Leases. Net effect was a decrease in estimated ending fund balance.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Ozuna, the C.O.W. moved an ordinance amending the 2024 Annual Budget to the November 26, 2024 regular Council meeting for consideration.

Vote:

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

E. Resolution approving the final plat of Grapevine Estates – Phase 3 located on North Euclid Road

Public Works Director Mejia explained that at the April 26, 2022 City Council meeting, Council adopted Resolution No. 2022-17 approving the Grapevine Estates Preliminary Plat Residential Subdivision – 97 Lots. Following approval of the preliminary plat, the developer proceeded with the public infrastructure improvements for Grapevine Estates subject to the conditions as outlined

in the Hearing Examiner's recommendation and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. The public infrastructure improvements for Grapevine Estates – Phase 3 consisting of 31 lots has been completed to the City's standards. The final plat map for Grapevine Estates – Phase 3 was presented for Council consideration.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution approving the final plat of Grapevine Estates – Phase 3 located on North Euclid Road to the November 12, 2024 regular Council meeting for consideration.

Vote:

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

F. Resolution approving the final plat of Grandridge Estates – Phase 12 located on Grandridge Road

Public Works Director Mejia explained that at the March 24, 2020 City Council meeting, Council adopted Resolution No. 2020-13 approving the Grandridge Estates Subdivision 227-lot preliminary plat. Following approval of the preliminary plat, the developer proceeded with the public infrastructure improvements for Grandridge Estates subject to the conditions as outlined in the Hearing Examiner's recommendation and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. The public infrastructure improvements for Grandridge Estates – Phase 12 consisting of 31 lots were completed to the City's standards. The final plat map for Grandridge Estates – Phase 12 was presented for Council consideration.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Souders, the C.O.W. moved a resolution approving the final plat of Grandridge Estates – Phase 12 located on Grandridge Road to the November 12, 2024 regular Council meeting for consideration.

Vote:

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

G. Request for Qualifications (RFQ) for two future City events at the Country Park Amphitheater

City Administrator Fisher explained that the ARPA Committee appropriated \$20,000 to go towards two (2) city events to promote the Country Park Amphitheater. The process to select an event organizer must be conducted using a Request For Qualifications (RFQ) process. The ARPA Committee has been working together to create the RFQ application for funding. The application was now complete, and the Committee wanted to discuss the process with Council before the advertisement for RFQ proposals was published. Once proposals were received, the ARPA Committee would review the submittals and score them based on the criteria stated in the application. Based on the scoring criteria, Council would make a selection and award the event to the successful proposal. The ARPA Committee allocated \$10,000 for each event.

Discussion took place. No action was taken.

H. ARPA Update

City Administrator Fisher provided an update on the following ARPA items:

- Phone System
- Police Department Fitness Facility
- Extrication Tools
- Marketing Materials
- Amphitheater Events
- Downtown Sound System
- Youth Center Activities/Library Programs
- Skateboard Park for Youth
- Pool Splash Pad
- Grandview/Sunnyside Pathway
- Park Playground Equipment
- Pickleball Courts
- Fairground Amphitheater Sound System
- Transfer Out - Cemetery

Discussion took place. No action was taken.

I. ICSC Las Vegas Convention Attendance – May 18-20, 2025

City Administrator Fisher advised that the ICSC Conference would be held on May 18-20, 2025 at the Las Vegas Convention Center. He questioned whether or not Council would like a delegation to attend on behalf of the City.

Discussion took place. No action was taken.

5. CITY ADMINISTRATOR AND/OR STAFF REPORTS

2025 AWC City Action Days – City Administrator Fisher reported that the 2025 AWC City Action Days was scheduled for February 19-20, 2025 in Olympia.

City Construction Projects – Public Works Director Mejia provided an update on the following City construction projects:

- Mike Bren Memorial Park Restroom
- Kang residential subdivision development sewer main extension on Bonnieview Road
- Public Works winter weekend hours November 16, 2024 – March 15, 2025
- Cherry Acres residential subdivision development
- Welch Sewer Main Improvements

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

7. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. meeting adjourned at 6:55 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
NOVEMBER 12, 2024**

1. CALL TO ORDER

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

The meeting was held in person and was also available via teleconference.

Present in person: Mayor Lara and Councilmembers David Diaz, Laura Flores, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmember Steve Barrientes

On motion by Councilmember Moore, second by Councilmember Ozuna, Council excused Councilmember Barrientes from the meeting.

Vote:

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

Staff present: City Administrator Shane Fisher, City Attorney Quinn Plant, City Treasurer Matt Cordray, Public Works Director Hector Mejia and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

David Giovanni Magana, 1st grader at Smith Elementary School led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Souders, Council approved the November 12, 2024 regular meeting agenda as presented.

Vote:

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

- Councilmember Souders – Yes

4. **PRESENTATIONS** – None

5. **PUBLIC COMMENT**

Dylan Leija, 116 Wilson Highway, Grandview, WA, requested the stop signs at the intersection of Wilson Highway and Bonnieview Road be moved to avoid accidents.

6. **CONSENT AGENDA**

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

- A. Minutes of the October 21, 2024 Special Budget meeting
- B. Minutes of the October 22, 2024 Committee-of-the-Whole meeting
- C. Minutes of the October 22, 2024 Council meeting
- D. Minutes of the October 28, 2024 Special Budget meeting
- E. Payroll Check Nos. 14135-14157 in the amount of \$23,252.48
- F. Payroll Electronic Fund Transfers (EFT) Nos. 61458-61464 in the amount of \$112,291.65
- G. Payroll Direct Deposit 10/16/24-10/31/24 in the amount \$161,026.36
- H. Claim Check Nos. 129992-130127 in the amount of \$846,179.09

Vote:

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

7. **ACTIVE AGENDA**

- A. **Resolution No. 2024-61 authorizing the Mayor to sign a Memorandum of Agreement and Site Access between Ducks Unlimited, Inc., and City of Grandview and Washington State Department of Fish and Wildlife**

This item was previously discussed at the October 22, 2024 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2024-61 authorizing the Mayor to sign a Memorandum of Agreement and Site Access between Ducks Unlimited, Inc., and City of Grandview and Washington State Department of Fish and Wildlife.

Vote:

- Councilmember Barrientes – Absent
- Councilmember Diaz – Yes

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

B. Ordinance No. 2024-17 levying the 2025 ad valorem property taxes and excess levy taxes

This item was previously discussed at the October 22, 2024 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Souders, Council approved Ordinance No. 2024-17 levying the 2025 ad valorem property taxes and excess levy taxes.

Vote:

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

C. Ordinance No. 2024-18 increasing the 2025 property tax levy for the City of Grandview above the “limit factor” up to 101 percent

This item was previously discussed at the October 22, 2024 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Ordinance No. 2024-18 increasing the 2025 property tax levy for the City of Grandview above the “limit factor” up to 101 percent.

Vote:

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

D. Ordinance No. 2024-19 amending Grandview Municipal Code Section 13.28.010 setting domestic water rates

This item was previously discussed at the October 28, 2024 Special Budget meeting.

On motion by Councilmember Diaz, second by Councilmember Rodriguez, Council approved Ordinance No. 2024-19 amending Grandview Municipal Code Section 13.28.010 setting domestic water rates.

Vote:

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

E. Ordinance No. 2024-20 amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates

This item was previously discussed at the October 22, 2024 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Moore, Council approved Ordinance No. 2024-20 amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates.

Vote:

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

F. Ordinance No. 2024-21 amending Grandview Municipal Code Section 13.28.085 setting garbage rates

This item was previously discussed at the October 22, 2024 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2024-21 amending Grandview Municipal Code Section 13.28.085 setting garbage rates.

Vote:

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

- Councilmember Souders – Yes

G. Ordinance No. 2024-22 amending Grandview Municipal Code Section 13.28.060(B) setting irrigation rates

This item was previously discussed at the October 28, 2024 Special Budget meeting.

On motion by Councilmember Diaz, second by Councilmember Ozuna, Council approved Ordinance No. 2024-22 amending Grandview Municipal Code Section 13.28.060(B) setting irrigation rates.

Vote:

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

H. Ordinance No. 2024-23 amending Grandview Municipal Code Section 7.04.090 setting ambulance utility rates

This item was previously discussed at the October 28, 2024 Special Budget meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Ordinance No. 2024-23 amending Grandview Municipal Code Section 7.04.090 setting ambulance utility rates.

Vote:

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

I. Resolution No. 2024-62 approving the final plat of Grapevine Estates – Phase 3 located on North Euclid Road

This item was previously discussed at the November 12, 2024 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2024-62 approving the final plat of Grapevine Estates – Phase 3 located on North Euclid Road.

Vote:

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

J. Resolution No. 2024-63 approving the final plat of Grandridge Estates – Phase 12 located on Grandridge Road

This item was previously discussed at the November 12, 2024 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Moore, Council approved Resolution No. 2024-63 approving the final plat of Grandridge Estates – Phase 12 located on Grandridge Road.

Vote:

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

8. UNFINISHED AND NEW BUSINESS – None

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None

10. MAYOR & COUNCILMEMBER REPORTS – None

11. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Souders, the Council meeting adjourned at 7:15 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk



**CITY OF GRANDVIEW
NOTICE OF FILING AND PUBLIC HEARING
2025 PRELIMINARY BUDGET**

NOTICE IS HEREBY GIVEN that the Mayor of the City of Grandview has filed the 2025 Preliminary Budget with the City Clerk. Copies of the Preliminary Budget will be available to the public on Friday, November 8, 2024. To request a copy, please call City Hall at (509) 882-9200 or email anitap@grandview.wa.us. The Preliminary Budget is also available on the City's website at www.grandview.wa.us.

The City Council will conduct a Public Hearing on the 2025 Preliminary Budget on **Tuesday, November 26, 2024, 7:00 p.m.** The public is invited to attend this hearing and provide written and oral comments on the proposed Budget. The hearing will be held in person and via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://us06web.zoom.us/j/86454964673?pwd=8TaNsY2IA9IHpJixSK2iyHKqjDIggg.1>

To join via phone: +1 253 215 8782

Meeting ID: 864 5496 4673

Passcode: 872361

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

CITY OF GRANDVIEW

Anita G. Palacios, MMC
City Clerk

Publish: Grandview Herald – November 6 & 13, 2024

**CITY OF GRANDVIEW
CITY COUNCIL**

PUBLIC HEARING PROCEDURE

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

MAYOR

1. The public hearing for the purpose of receiving comments on the **2025 Preliminary Budget** is now open.
2. Comments received by mail will now be entered in the record. The City Clerk will read any received.
3. As this public hearing must proceed in an orderly fashion, I am asking your cooperation in the following procedure:
 - a. When you address the Council begin by stating your name and address for the record.
 - b. Speak slowly and clearly.
 - c. You will be allowed three (3) minutes to comment.
 - d. If additional time is needed, it will be provided after everyone has had an opportunity to comment.
4. The public testimony portion of this hearing is now closed. No further comments will be received.



**CITY OF GRANDVIEW
NOTICE OF CLOSED RECORD PUBLIC HEARING
KANG/NAZARENE CHURCH/LANGE REZONE**

NOTICE IS HEREBY GIVEN that the City Council of the City of Grandview will hold a closed record public hearing on **Tuesday, November 26, 2024 at 7:00 p.m.**, to consider the Hearing Examiner's recommendation that the City Council approve the following:

Applicant(s): PLSA Engineering & Surveying, First Church of the Nazarene and Gretchen Lange

Property Owner(s): Moo Sung & Ran Young Kang, Grandview First Church of the Nazarene, and Maurice A. & Gretchen Lange

Proposed Project: Rezone from Agricultural to R-2 Medium Density Residential

Current Zoning: Agricultural District

Current Use: Vacant/Church/Residence

Location of Project: The parcels are generally located in northeast Grandview, bounded by Interstate 82 to the north, vacant/residential lands to the south, N. Elm Street to the east, and vacant/residential lands to the west.

Parcel Nos.: 230914-41002, 230914-41005, 230914-44401, 230914-44004, 230914-44407 (500 N. Elm Street), and 230914-41009 (670 N. Elm Street)

The closed record public hearing will be held in person in the Council Chambers at City Hall, 207 West Second Street, Grandview, Washington and will also be available via teleconference as follows:

Join Zoom Meeting

<https://us06web.zoom.us/j/86454964673?pwd=8TaNsyz1A9IHpJixSK2iyHKqjDIggg.1>

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Meeting ID: 864 5496 4673

Passcode: 872361

A copy of the Hearing Examiner's recommendation may be viewed at the City of Grandview, 207 West Second Street, Grandview, WA 98930, PH: (509) 882-9200, anitap@grandview.wa.us, or on the City's website at www.grandview.wa.us.

CITY OF GRANDVIEW

Anita G. Palacios, MMC, City Clerk

Publish: Grandview Herald – October 30, 2024

**CITY OF GRANDVIEW
CITY COUNCIL**

CLOSED RECORD PUBLIC HEARING PROCEDURE

THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS AND TO CREATE OR SUPPLEMENT THE HEARING RECORD:

MAYOR

Tonight's closed record public hearing will include the following land use proposal:

Applicant(s): PLSA Engineering & Surveying, First Church of the Nazarene and Gretchen Lange

Property Owner(s): Moo Sung & Ran Young Kang, Grandview First Church of the Nazarene, and Maurice A. & Gretchen Lange

Proposed Project: Rezone from Agricultural to R-2 Medium Density Residential

Current Zoning: Agricultural District

Current Use: Vacant/Church/Residence

Location of Project: The parcels are generally located in northeast Grandview, bounded by Interstate 82 to the north, vacant/residential lands to the south, N. Elm Street to the east, and vacant/residential lands to the west.

Parcel Nos.: 230914-41002, 230914-41005, 230914-44401, 230914-44004, 230914-44407 (500 N. Elm Street), and 230914-41009 (670 N. Elm Street)

The closed record public hearing will now begin:

1. This hearing must be fair in form and substance as well as appearance, therefore:
 - a. Is there anyone in the audience who objects to my participation as Mayor or any Councilmember's participation in these proceedings? (If objections, the objector must state his/her name, address, and the reason for the objection.)
 - b. Do any of the Councilmembers have an interest in this property or issue? Do any of you stand to gain or lose any financial benefit as a result of the outcome of this hearing? Can you hear and consider this in a fair and objective manner?
 - c. Has any member of the Council engaged in communication outside this hearing with opponents or proponents on these issues to be heard? If so, that member must place on the record the substance of any such communication so that other interested parties may have the right at this hearing to rebut the substance of the communication.
 - d. Thank you, the hearing will continue.

(or)

At this point, Councilmember ***** will be excusing him/herself from the meeting. [Ask Councilmember to state his/her reasons for being excused.]

2. The purpose of this hearing is for the Council to review the record and consider the pertinent facts relating to this issue.
3. No new testimony will be allowed. Any clarification of the record being requested by the Councilmembers will first be authorized by the Mayor after consulting with the City Attorney.
4. The record generated will be provided by staff. Staff will now provide a review of the record.
5. Councilmembers will now consider the record and discuss among themselves the facts and testimony from the open record hearing. (Discussion and any requests for clarification of the record are made).

(Requests for clarification are directed to the Mayor and must be specific to the record. The Mayor after consulting with the City Attorney will authorize the clarification or deny it based on the opinion of the City Attorney.

6. If clarification of the record is authorized:
 - a. When you address the Council, begin by stating your name and address for the record.
 - b. Speak slowly and clearly.
 - c. You will be allowed to only provide the clarification of the record as authorized. No new testimony will be allowed.
7. Now that we have reviewed the record concerning this issue, this subject is open for decision. Council may:
 - a. Approve as recommended.
 - b. Approve with conditions.
 - c. Modify, with or without the applicant's concurrence, provided that the modifications do not:
 - i. Enlarge the area or scope of the project.
 - ii. Increase the density or proposed building size.
 - iii. Significantly increase adverse environmental impacts as determined by the responsible official.
 - iv. Deny (re-application or re-submittal is permitted).
 - v. Deny with prejudice (re-application or re-submittal is not allowed for one year).
 - vi. Remand for further proceedings and/or evidentiary hearing in accordance with Section 14.09.070.

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

ITEM TITLE:

Closed Record Public Hearing –
Kang/Nazarene Church/Lange Rezone

Ordinance No. 2024-24 changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by Moo Sung & Ran Young Kang, Grandview First Church of the Nazarene and Maurice A. & Gretchen Lange for Parcel Nos. 230914-41002, 230914-41005, 230914-44401, 230914-44004, 230914-44407 and 230914-41009 located on North Elm Street, Grandview, Washington

AGENDA NO. Active 7 (B) & (C)

AGENDA DATE: November 26, 2024

DEPARTMENT

Planning/Hearing Examiner

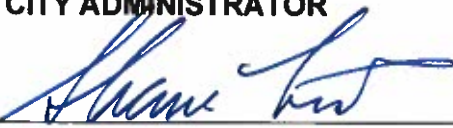
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk (Planning)



CITY ADMINISTRATOR



MAYOR



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

The City received applications for a rezone submitted by applicants PLSA Engineering & Surveying, First Church of the Nazarene and Gretchen Lange requesting a rezone of Parcel Nos. 230914-41002, 230914-41005, 230914-44401, 230914-44004, 230914-44407 and 230914-41009 located on North Elm Street, Grandview, Washington, from AG Agricultural to R-2 Medium Low Density Residential.

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.

On October 9, 2024, the Hearing Examiner conducted an open record public hearing to receive comments on the proposed rezone. A copy of the Hearing Examiner's Recommendation dated October 23, 2024 is attached.

ACTION PROPOSED

Recommend Council accept the Hearing Examiner's recommendation that the City Council approve the requested Rezone of Parcel Nos. 230914-41002, 230914-41005, 230914-44401, 230914-44004, 230914-44407 and 230914-41009 from AG Agricultural zoning district to the R-2 Medium Density Residential zoning district.

Further recommend Council approve Ordinance No. 2024-24 changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by Moo Sung & Ran Young Kang, Grandview First Church of the Nazarene and Maurice A. & Gretchen Lange for Parcel Nos. 230914-41002, 230914-41005, 230914-44401, 230914-44004, 230914-44407 and 230914-41009 located on North Elm Street, Grandview, Washington.

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

**In the Matter of an Application)
for a Rezone Submitted by:)**

**Moo Sung & Ran Young Kang,)
First Church of the Nazarene,)
And Gretchen Lange, Owners)**

October 23, 2024

**To Rezone Six Parcels West of)
North Elm Street and South of)
The Interstate 82 Right-of-Way)
From the Current AG Agricultural)
Zoning District to the R-2 Medium)
Density Residential Zoning District)**

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

(1) The Hearing Examiner conducted an open record public hearing for this application on October 9, 2024.

(2) Byron Gumz, the YVCOG Regional Land Use Manager serving as Planner for the City of Grandview, presented his staff report which recommended approval of this Rezone application for the reasons set forth therein.

(3) Noe Gonzalez of G Squared Enterprise LLC testified in favor of approval of the requested Rezone as the representative of the applicants/owners Moo Sung Kang and Ran Young Kang.

Moo Sung & Ran Young Kang,)
First Church of the Nazarene, and)
Gretchen Lange for a Rezone of)
Six Parcels West of North Elm)
Street and South of Interstate 82)
From the AG to the R-2 Zone)

1

(4) Written agency comments that were submitted for the record include a letter from Stephen S. Hazzard, PE of HLA Engineering and Land Surveying, Inc. relative to the capacity of the City's sewer and water systems to serve future residential development on the subject properties; a letter from the Sunnyside Valley Irrigation District relative to several SVID facilities within the property; a letter from the Washington State Department of Ecology relative to requirements prior to ground disturbing activities; and an email from the Yakima Health District to the effect that their review is not needed since any future development would be served by municipal water and sewer.

(5) No property owners or residents of the area submitted any written comments or testimony relative to this application.

(6) The recommendation for this application has been issued within 14 days of the open record public hearing as required by Subsection 14.09.030(A)(4) of the Grandview Municipal Code (GMC).

B. Summary of Recommendation. The Hearing Examiner recommends that the Grandview City Council approve the requested Rezone of six parcels from the AG Agricultural zoning district to the R-2 Medium Density Residential zoning district.

C. Basis for Recommendation. Based upon a view of the site and the surrounding area without anyone else present on October 9, 2024; the information contained in the staff report, exhibits, testimony and other evidence presented at an open record public hearing on October 9, 2024; and a consideration of the criteria for approval of Rezones; the Hearing Examiner makes the following:

FINDINGS

I. Applicants/Property Owners. The applicants and property owners are Moo Sung Kang and Ran Young Kang, 335 Wine Country Road, Prosser, WA 99350 as the owners of parcels 230914-41002, -41005, -44004 and 44401; First Church of the Nazarene, 500 North Elm Street, Grandview, WA 98930 as the owner of parcel 230914-44407; and Gretchen Lange, 670 North Elm Street, Grandview, WA 98930 as the owner of parcel 230914-41009.

II. Location. The location of the six parcels comprising approximately 46.78 acres is on the west side of North Elm Street and south of the I-82 right-of-way. The Assessor's Parcel Numbers are 230914-41002, -41005, -44004, -44401, -44407 and -41009.

III. Proposal. This application requests approval of a Rezone from the AG Agricultural zoning district to the R-2 Medium Density Residential zoning district in order to allow for future residential development of the four Kang parcels and in order to make the zoning of the First Church of the Nazarene and the Lange parcels where a church and a residence are respectively located to become conforming with their current "Residential" Comprehensive Plan designation. This application is referred to as a nonproject Rezone request because it does not request approval for any specific type of residential use at this time.

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

V. Public Notice. This application has been processed in the following manner and public notice of the open record public hearing of October 9, 2024, has been given in the following ways pursuant to GMC §14.07.030(B):

Application Submitted:	April 16, 2024
Notice of Incompleteness:	April 30, 2024
Application Resubmitted:	May 21, 2024
Application Determined Complete:	May 31, 2024
Notice of Application/Environmental Review/Public Hearing:	June 12, 2024
Property Posted:	June 12, 2024
Legal Notice in Grandview Herald:	June 12, 2024
Issuance of Final SEPA Threshold Determination:	July 19, 2024
Open Record Public Hearing: (postponed to include additional property owners)	July 18, 2024
Revised Application Submitted:	August 20, 2024
Notice of Application/Environmental Review/ Public Hearing posted in public places and mailed:	September 6, 2024
Property Posted in three places:	September 11, 2024
Legal Notice Published in Grandview Herald:	September 11, 2024
Issuance of Revised Final SEPA Determination of Non-Significance (DNS) Threshold Determination:	September 27, 2024
Open Record Public Hearing:	October 9, 2024
Closed Record City Council Public Hearing:	To be determined

After the application was submitted, a combined Notice of Application, Environmental Review, and Public Hearing was mailed to property owners within 300 feet

of the property and to agencies having jurisdiction or interest in the proposal on June 10, 2024, with the comment period ending on June 26, 2024. An additional notice was sent on September 6, 2024, with the comment period ending on September 26, 2024 to include the additional properties within the proposal. Four agencies commented in total, with Sunnyside Valley Irrigation District and the Yakima Health District each submitting two similar letters during the two comment periods.

VI. Environmental Review under the State Environmental Policy Act (SEPA). The City’s SEPA Responsible Official issued a final SEPA Determination of Non-Significance (DNS) on September 27, 2024.

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

(1) These six parcels are currently within the Residential designation of the Comprehensive Plan. The purpose of that designation is to specify areas that are appropriate for rural, single-family and multifamily residential living.

(2) The six parcels are currently within the AG Agricultural zoning district. The purpose of the AG Agricultural District is to provide for minimum land use requirements to allow for agricultural uses to be conducted in certain portions of the City. The AG zoning district is inconsistent with the Residential Comprehensive Plan designation for the six parcels.

(3) The proposed zoning for the six parcels is the R-2 Medium Density Residential District. According to GMC Title 17.34.010, the R-2 zoning district is established to provide a medium-density residential environment. Lands within this R-2 zoning district generally should contain multiple unit residential structures of a scale compatible with structures in lower density districts with useful yard spaces. The R-2 district is intended to allow for a gradual increase in density from low density residential districts and, where compatible, can provide a transition between

different use areas. The requested R-2 zoning district is consistent with the Residential designation of the Comprehensive Plan for the parcels.

(4) The majority of the site is currently vacant but has been used to grow row crops (corn) recently. One of the subject parcels is developed with a church and another is developed with a single-family residence. Low density residential development and agricultural activities are the main nearby uses.

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

<i>Direction-Comprehensive Plan</i>	<i>Zoning</i>	<i>Land Use</i>
North:	Residential Right-of-Way	I-82
South:	Residential R-2 Medium Density Residential	Residential/Vacant/Future duplex development
East:	Residential R-1 Low Density Residential	Residential/Agriculture/Truck Repair
West:	Residential R-1 Low Density Residential	Residential/Vacant (owned by the Grandview School District)

VIII. Jurisdiction and Process. A Rezone requires a recommendation from the Grandview Hearing Examiner and a decision by the Grandview City Council as to whether it complies with the criteria set forth in GMC §14.09.030(A)(3)(c) and in GMC 17.88.060 which are addressed below in Section X of this recommendation.

IX. Written Comments from Public Agencies. The written comments that have been submitted and the findings relative thereto are as follows:

(1) HLA Engineering and Land Surveying, Inc. provided a statement on the capacity of Grandview’s Water and Sewer Systems to provide service to the area proposed to be rezoned. HLA identifies a projected number of residences possible

within the area based on average housing densities and people per housing unit. The water/sewer volumes predicted fall within the capacity of both the water and sewer systems, with the understanding that improvements that have been identified in the Grandview Capital Facilities Plan will continue to be developed.

Staff and Hearing Examiner Findings: The letter also contains details relative to the location and depth of the water and/or sewer lines that future development will need to connect to. It is recommended that the applicants Moo Sung Kang and Ran Young Kang coordinate with the City prior to any future design/development.

(2) The Sunnyside Valley Irrigation District (SVID) provided comments relative to their facilities located within the area of the requested Rezone. Their facilities require a minimum of a 30-foot-wide easement depending on the depth of the facility. Crossing or encroachment of the facilities will require an SVID permit. There are also limitations on development and uses within easements, including buildings/structures and trees.

Staff and Hearing Examiner Findings: Based on the map included in the SVID comment letters, it appears as though SVID has several facilities within the area of the rezone. A separate application will be made for the future development of the area proposed to be rezoned. SVID will be provided notice at that time. It is in the interest of the applicants Moo Sung Kang and Ran Young Kang to communicate with SVID regarding the location of their facilities prior to design of any future development to ensure there are no conflicts.

(3) The Yakima Health District (YHD) submitted comments to the effect that they do not have a review associated with the proposal since any future development will be served by municipal water and sewer.

Staff and Hearing Examiner Findings: The applicants Moo Sung Kang and Ran Young Kang may contact YHD if they have any questions.

(4) The Washington State Department of Ecology (DOE) submitted comments from their Water Quality Program. The comments state that if there is potential for stormwater to discharge off site, an NPDES Construction Stormwater General Permit is recommended. The permit requires a Stormwater Pollution Prevention Plan be prepared and implemented prior to any construction activities taking place. They note that if ground disturbance is between one and five acres, the development may qualify for an Erosivity Waiver.

Staff and Hearing Examiner Findings: Since this is a nonproject Rezone request, there are no ground disturbing activities proposed for the area of the requested Rezone at this time.

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

(1) The development (proposed Rezone) is consistent with the Comprehensive Plan and meets the requirements and intent of the Grandview Municipal Code. The zoning of the subject six parcels is recommended by the City's Planner and by the Hearing Examiner to be the R-2 Medium Density Residential zoning district which would be consistent with the purpose of the 2016 Comprehensive Plan "Residential" designation of the six parcels which is not true of their current AG Agricultural zoning. The R-2 zoning district would also be consistent with the following Comprehensive Plan Land Use Goal and Policies, as well as the following Comprehensive Plan Housing Goal, Policy and Objectives:

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

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

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

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

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

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

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

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

The requested Rezone to the R-2 zone would also meet the requirements and intent of the City's zoning ordinance so long as the requested Rezone satisfies all of the criteria for the approval of a Rezone that are set forth in this Section X of this recommendation.

(2) The development (proposed Rezone) makes adequate provisions for drainage, streets and other public ways, irrigation water, domestic water supply and sanitary wastes. Drainage, street, irrigation water, domestic water and

sanitary waste improvements, as well as other improvements, will be required at the time that a specific development is proposed.

(3) The development (proposed Rezone) adequately mitigates impacts identified under other GMC chapters and in particular GMC Title 18. The proposed Rezone has been determined to lack any probable significant adverse impacts on the environment through the final SEPA Determination of Non-Significance (DNS) that was issued pursuant to GMC Title 18 on September 27, 2024, as the final threshold determination.

(4) The development (proposed Rezone) is beneficial to the public health, safety, morals and welfare and is in the public interest. The requested Rezone would be beneficial to the public health, safety, morals and welfare and would be in the public interest for several reasons. For example, medium density residential development on the subject property would reduce the potential for conflicts between the recent agricultural use of the subject property with nearby residential uses and would provide needed housing in a good location in the City. The Rezone is also in the public interest because there currently is more demand for additional residential uses than for agricultural uses in the City and because it would cause the six parcels to become consistent with their Comprehensive Plan designation.

(5) The development (proposed Rezone) does not lower the level of service of transportation below the minimum standards as shown within the Comprehensive Plan. If the development results in a level of service lower than those shown in the Comprehensive Plan, the development may be approved if improvements or strategies to raise the level of service are made concurrent with the development. For the purpose of this section, “concurrent with the development” is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development. A traffic impact analysis (TIA) will likely be required when specific development is proposed on four of the six parcels which would analyze the traffic impacts and the need for the applicants Moo Sung Kang and Ran Young Kang to make any traffic improvements to City streets and/or possibly to any WSDOT interchange facilities at that time.

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

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

(1) Whether the proposal is in accord with the goals and policies of the Comprehensive Plan. A Rezone of these six parcels to the R-2 Medium Density Residential District would cause the zoning of these six parcels to become consistent with its current Residential Comprehensive Plan designation which is not true of its current AG Agricultural zoning. The R-2 Medium Density Residential zoning would also be in accord with Land Use Goal 1; Land Use Policies 1.1, 1.3 and 7.2; Housing Goal 1; Housing Policy 1.1; and Housing Objectives 1 and 6 of the 2016 Comprehensive Plan that are summarized above in Subsection X(1) of this recommendation.

(2) Whether the effect of the proposal on the immediate vicinity will be materially detrimental. The requested R-2 Medium Density Residential District zoning for these six parcels would not be materially detrimental to the immediate vicinity because it would reduce the potential for conflicts between existing nearby residential uses and recent agricultural farming practices and would benefit properties in the immediate vicinity by extending City utilities to the subject property. It would also change the zoning of the parcels to be the same as the adjacent property to the south that is planned for duplex development. In addition it would change the zoning of the parcels to be consistent with their Comprehensive Plan Residential designation. Although notice of the application and of the hearing was given to nearby property owners by mailing, posting and publication, no members of the public submitted written comments or testimony in opposition to the requested R-2 zoning of these six parcels.

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

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

(5) Whether a development agreement should be entered into between the City and the petitioner and, if so, the terms and conditions of such an agreement. At this time there is no need for a development agreement between the City and the applicants Moo Sung Kang and Ran Young Kang as a condition for approval of the requested R-2 zoning prior to submission of a specific development proposal.

CONCLUSIONS

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

(1) The Hearing Examiner has authority to recommend that the Grandview City Council approve Rezones that meet the criteria for approval.

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

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

(5) The requested Rezone would be compatible with the adjacent and nearby land uses.

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

(7) The requested Rezone satisfies all of the criteria for approval which are set forth in GMC §14.09.030(A)(3)(c) and GMC §17.88.060.

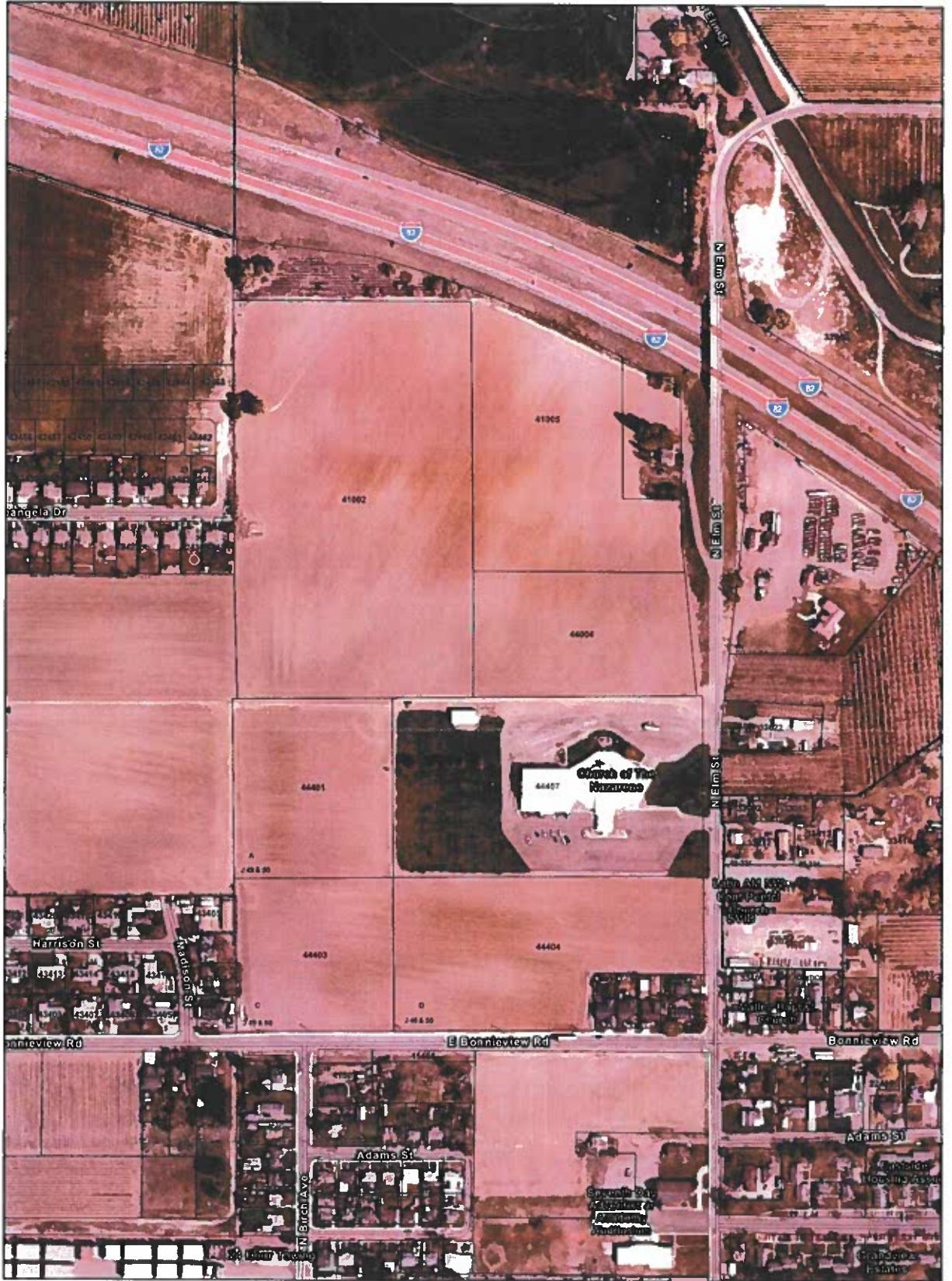
RECOMMENDATION

The Hearing Examiner recommends that the Grandview City Council approve the requested Rezone of parcels 230914-41002, 230914-41005, 230914-44004, 230914-44401, 230914-44407 and 230914-41009 from the AG Agricultural zoning district to the R-2 Medium Density Residential zoning district.

DATED this 23rd day of October, 2024.

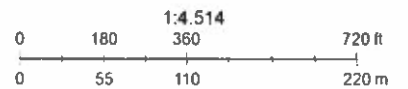

Gary M. Cuillier, Hearing Examiner

Kang Rezone: AG to R2



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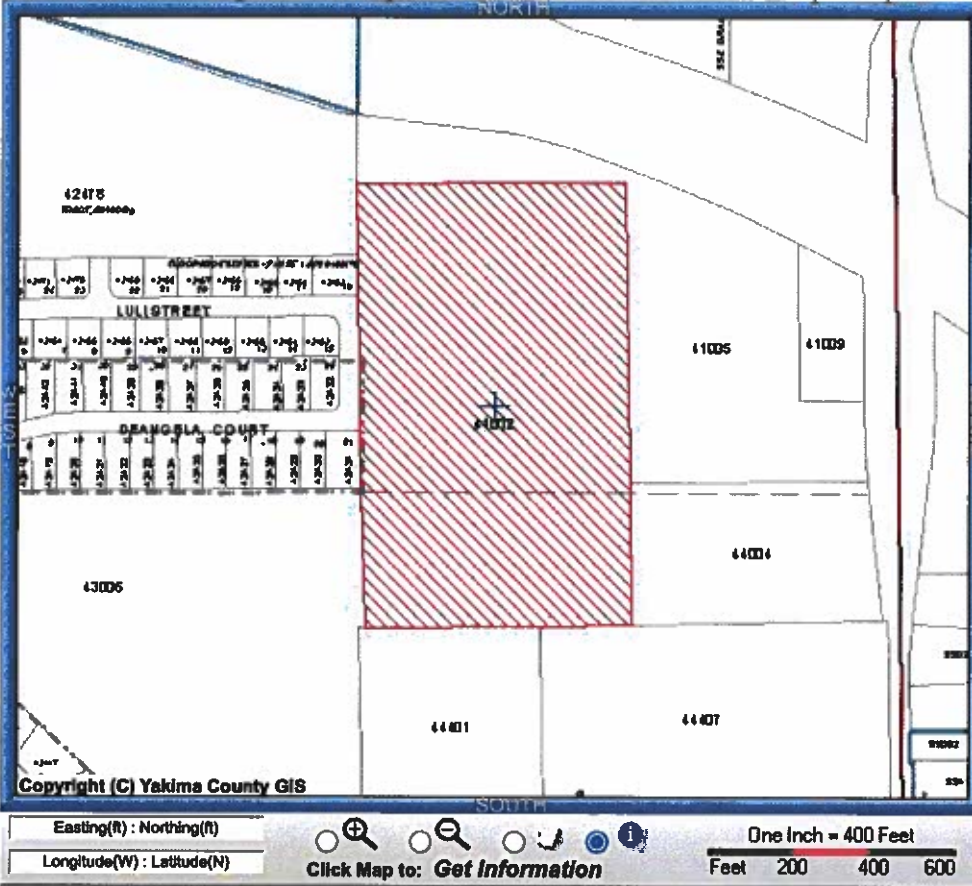
- Taxlots
- City Limits



Esri; Community Maps Contributors; WSU Facilities Services; GIS City of Yakima; Oregon State Parks; State of Oregon; GEO WA State Parks; GIS; OpenStreetMap; Microsoft; Esri; TomTom; Garmin; SafeGraph; GeoTechnologies Inc; METI; NASA; USGS; Bureau of Land Management; EPA; NPS; US Census Bureau



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MapScale: 1 Inch = 400 ft.

Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

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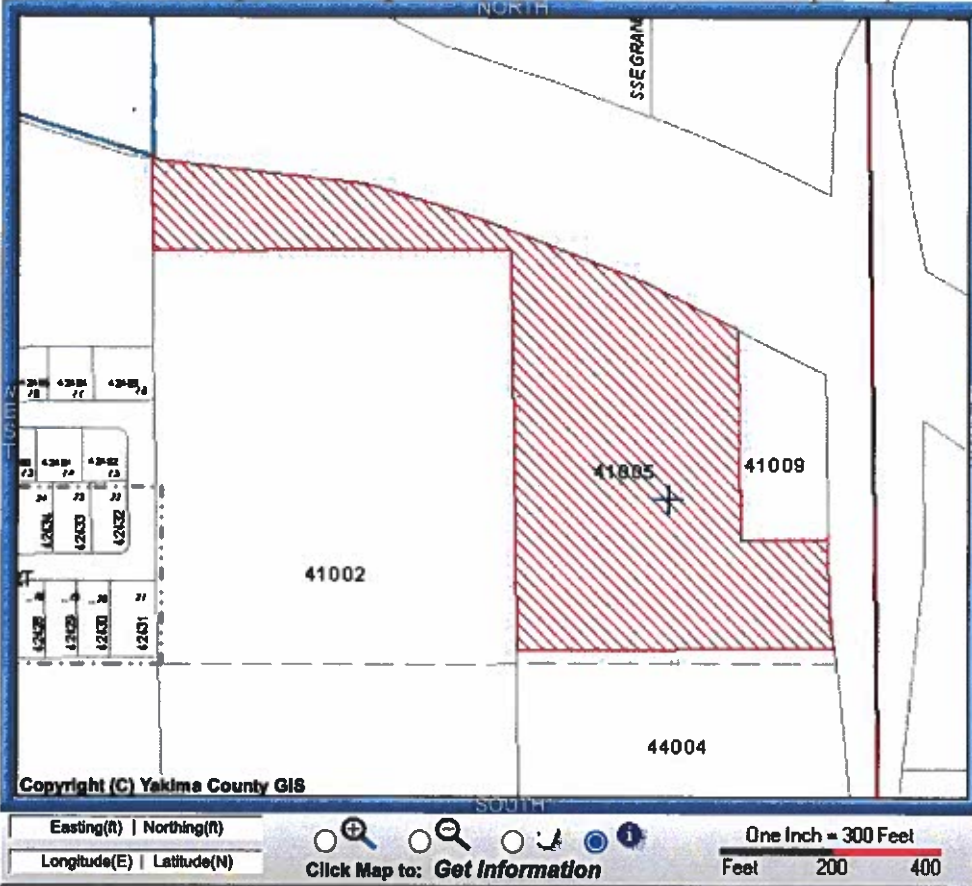
Map Report

PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 11/13/2024 11:07:20 PM				PRINTING							
		Parcel Address:	UN-ASSIGNED, WA			Printer-Friendly Page							
		Parcel Owner(s):	MOO SUNG & RAN YOUNG KANG										
		Parcel Number:	23091441002	Parcel Size:	16.51 Acre(s)								
		Property Use:	91 Undeveloped Land			Detailed Report							
TAX AND ASSESSMENT INFORMATION													
Tax Code Area (TCA):		440	Tax Year:		2024								
Improvement Value:		\$0		Land Value:		\$111900							
Current Use Value:		\$0		Current Use Improvement:		\$0							
New Construction:		\$0		Total Assessed Value:		\$111900							
RESIDENTIAL INFORMATION													
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/alt/bltn)	Carport	SECTION MAPS			
No Residence Information Found.										Section Map 1in=400ft			
SALE INFORMATION								Qtr SECTION MAPS					
Excise	Sale Date	Sale Price	Grantor	Portion				NW-Qtr 1"=200ft		NE-Qtr 1"=200ft			
No Sales Information Found.										SW-Qtr 1"=200ft		SE-Qtr 1"=200ft	
DISCLAIMER								While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or email us .					

OVERLAY INFORMATION							
Zoning:		Jurisdiction: Grandview					
Urban Growth Area:		Grandview		Future Landuse Designation: Urban (City Limits) (Yakima County Plan 2015)			
FEMA 100 Year:		FEMA Map		FIRM Panel Number: 53077C1925D		Download Map	
LOCATION INFORMATION							
+ Latitude: 46° 15' 45.767"		+ Longitude: -119° 53' 54.673"		Range: 23 Township: 09		Section: 14	
Narrative Description: S 760.4 FT OF W 662.7 FT OF NE1/4SE1/4 & N 336 FT OF SE1/4 SE1/4 EX E673 FT							
DISCLAIMER							
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Search

MapScale: 1 Inch = 300 ft.

Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x800)

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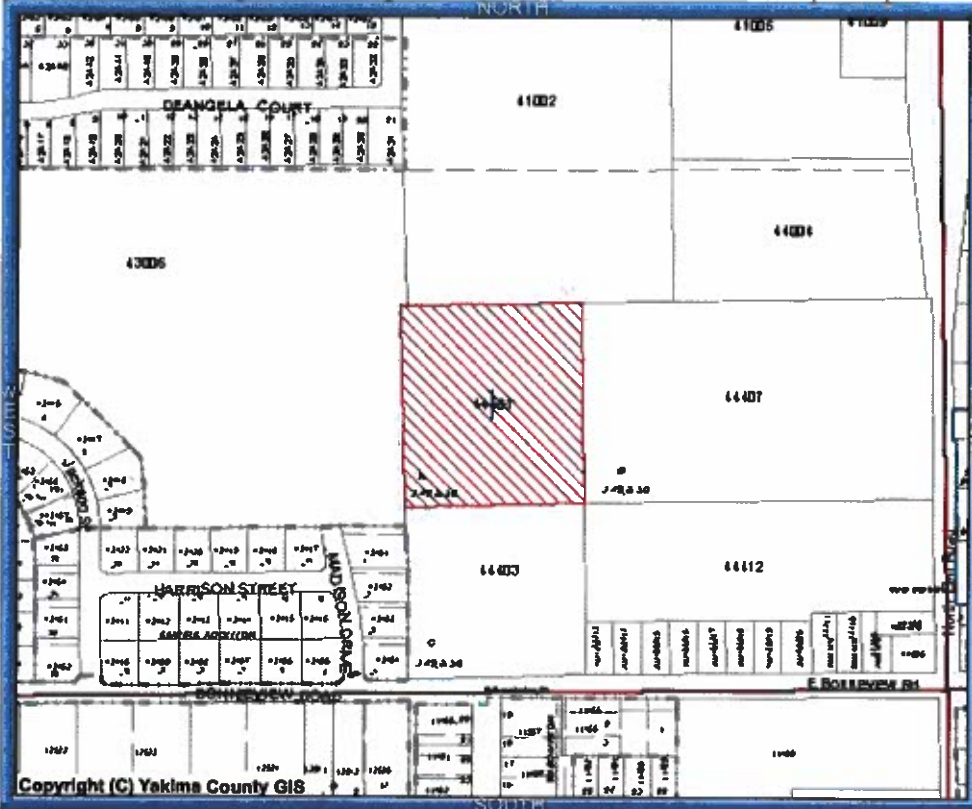
Map Report

PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 11/13/2024 11:07:20 PM				PRINTING							
		Parcel Address:	CEMETERY RD, WA			Printer-Friendly Page							
		Parcel Owner(s):	MOO SUNG & RAN YOUNG KANG										
		Parcel Number:	23091441005	Parcel Size:	9.22 Acre(s)								
		Property Use:	91 Undeveloped Land			Detailed Report							
TAX AND ASSESSMENT INFORMATION													
Tax Code Area (TCA):		440	Tax Year:		2024								
Improvement Value:		\$0		Land Value:		\$103300							
Current Use Value:		\$0		Current Use Improvement:		\$0							
New Construction:		\$0		Total Assessed Value:		\$103300							
RESIDENTIAL INFORMATION													
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bltn)	Carport	SECTION MAPS			
No Residence Information Found.										Section Map 1in=400ft			
SALE INFORMATION								Qtr SECTION MAPS					
Excise	Sale Date	Sale Price	Grantor	Portion			NW-Qtr 1"=200ft		NE-Qtr 1"=200ft				
No Sales Information Found.										SW-Qtr 1"=200ft		SE-Qtr 1"=200ft	
DISCLAIMER													
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OVERLAY INFORMATION			
Zoning:		Jurisdiction:	Grandview
Urban Growth Area:	Grandview	Future Landuse Designation:	Urban (City Limits) (Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D
		Download Map	
LOCATION INFORMATION			
+ Latitude: 46° 15' 46.812"		+ Longitude: -119° 53' 45.922"	
		Range:	23 Township: 09 Section: 14
Narrative Description: TH PT OF N 1843.4 FT OF E 1/2 SE 1/4 LYS'LY & W'LY OF SR-82 R/W EX S 1088.4 FT OF W 662.7 FT EX S 5 ACRES EX BEGS 27'30" E 806.21 FT & 90 FT W OF NE ->SE 1/4 & S SR-82 R/W, TH S 27'30" E 287.79 FT, TH S 87°47'09" W 157.31 FT, TH N 43°32'W 376.16 FT TO S LN OF SR-82 R/W, THE'LY AL SD R/W TO BEG			
DISCLAIMER			



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Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

MapScale: 1 Inch = 400 ft.

Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

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Map Report

Easting(E) : Northing(N)
Longitude(W) : Latitude(N)

Click Map to: **Get Information**

One Inch = 400 Feet
Feet 200 400 600

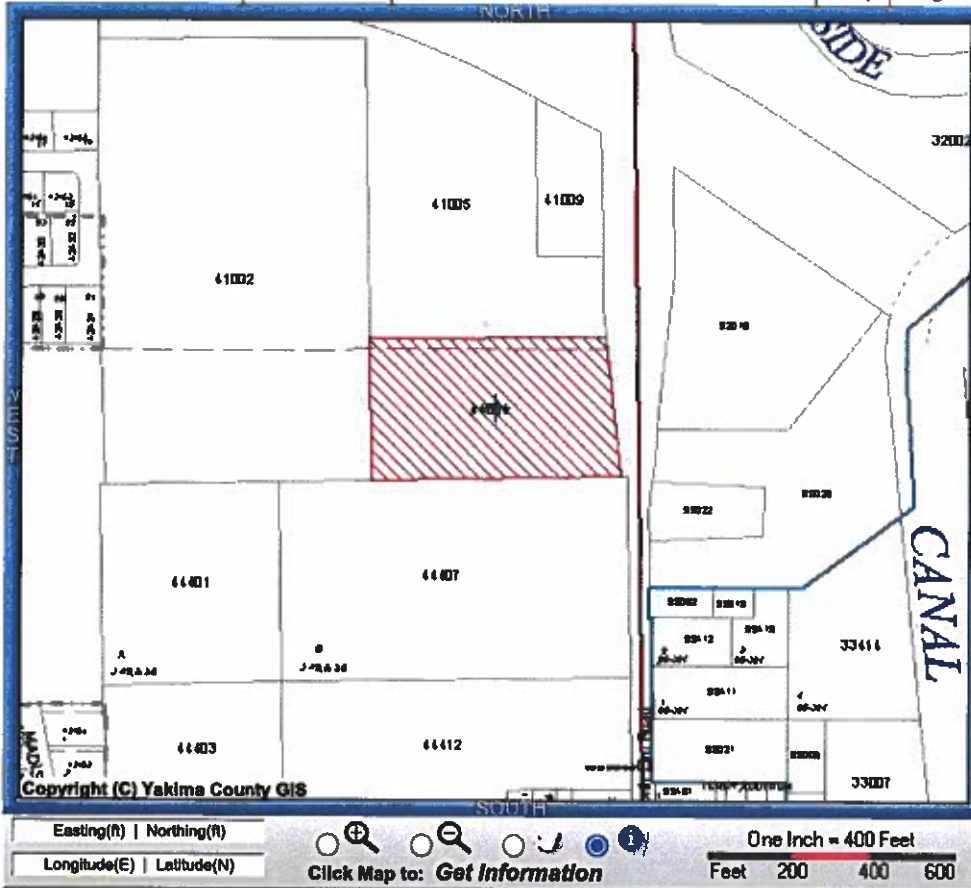
PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 11/13/2024 11:07:20 PM				PRINTING							
	Parcel Address:	UN-ASSIGNED, WA				Printer-Friendly Page							
	Parcel Owner(s):	MOO SUNG & RAN YOUNG KANG											
	Parcel Number:	23091444401	Parcel Size:	5.09 Acre(s)		Detailed Report							
	Property Use:	91 Undeveloped Land											
TAX AND ASSESSMENT INFORMATION													
Tax Code Area (TCA):		440	Tax Year:		2024		Print Detailed MAP						
Improvement Value:		\$0		Land Value:		\$94600							
Current Use Value:		\$0		Current Use Improvement:		\$0							
New Construction:		\$0		Total Assessed Value:		\$94600							
RESIDENTIAL INFORMATION													
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bt/in)	Carport	SECTION MAPS			
No Residence Information Found.										Section Map 1in=400ft			
SALE INFORMATION								Qtr SECTION MAPS					
Excise	Sale Date	Sale Price	Grantor	Portion				NW-Qtr 1"=200ft		NE-Qtr 1"=200ft			
No Sales Information Found.										SW-Qtr 1"=200ft		SE-Qtr 1"=200ft	
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OVERLAY INFORMATION			
Zoning:		Jurisdiction: Grandview	
Urban Growth Area:	Grandview	Future Landuse Designation: Urban (City Limits) (Yakima County Plan 2015)	
FEMA 100 Year:	FEMA Map	FIRM Panel Number: 53077C1925D	Download Map
LOCATION INFORMATION			
+ Latitude: 46° 15' 37.897"		+ Longitude: -119° 53' 56.248"	
Range: 23		Township: 09	
Section: 14		Narrative Description: Section 14 Township 09 Range 14 Quarter SE: SHORT PLAT J-49 AND J-50 Lot A	
DISCLAIMER			
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Parcel #:

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Search

MapScale: 1 Inch = 400 ft.

Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

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Map Report



PROPERTY INFORMATION AS OF 11/13/2024 11:07:20 PM	
Parcel Address:	UN-ASSIGNED, ,WA
Parcel Owner(s):	MOO SUNG & RAN YOUNG KANG
Parcel Number:	23091444004 Parcel Size: 4.79 Acres(s)
Property Use:	91 Undeveloped Land
TAX AND ASSESSMENT INFORMATION	
Tax Code Area (TCA):	440 Tax Year: 2024
Improvement Value:	\$0 Land Value: \$93700
Current Use Value:	\$0 Current Use Improvement: \$0
New Construction:	\$0 Total Assessed Value: \$93700

PRINTING

Printer-Friendly Page

Detailed Report

Print Detailed MAP

RESIDENTIAL INFORMATION									
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bltin)	Carport
No Residence Information Found.									

SECTION MAPS

Section Map 1in=400ft

SALE INFORMATION				
Excise	Sale Date	Sale Price	Grantor	Portion
No Sales Information Found.				

Qtr SECTION MAPS

NW-Qtr 1"=200ft	NE-Qtr 1"=200ft
SW-Qtr 1"=200ft	SE-Qtr 1"=200ft

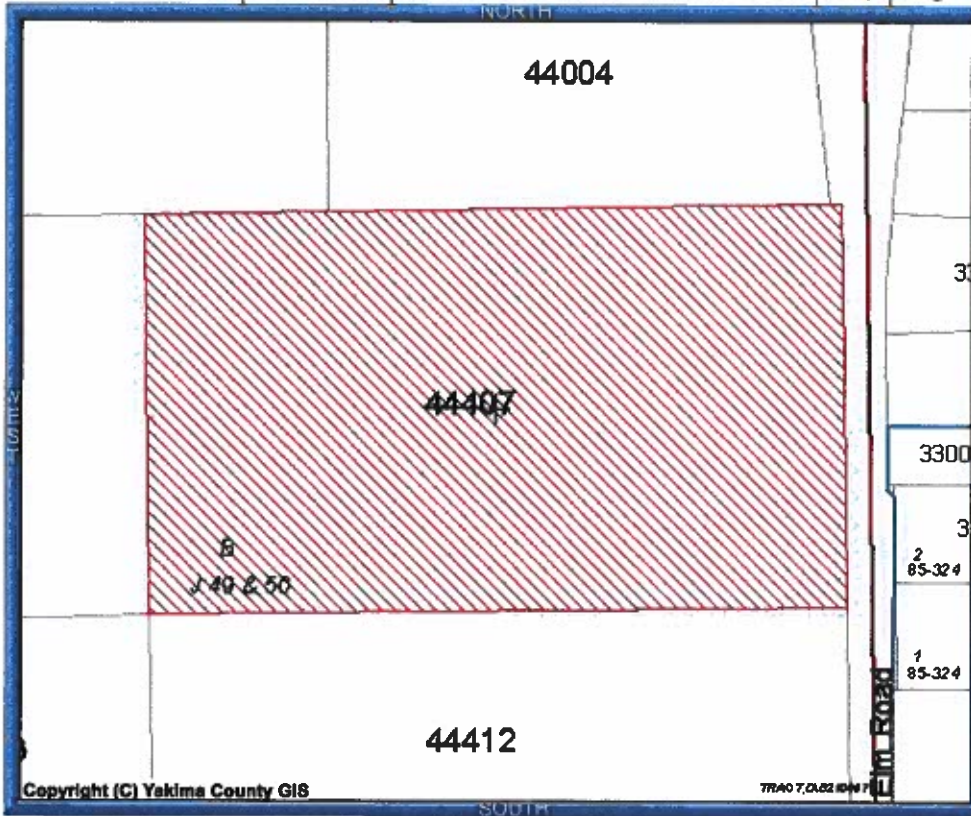
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OVERLAY INFORMATION			
Zoning:		Jurisdiction:	Grandview
Urban Growth Area:	Grandview	Future Landuse Designation:	Urban (City Limits) (Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D Download Map
LOCATION INFORMATION			
+ Latitude:	46° 15' 42.134"	+ Longitude:	-119° 53' 45.497"
Narrative Description: S 5 AC OF FOL: E 673 FT OF N 1643.4FT EX E CO RD R/W OF SE1/4		Range:	23 Township: 09 Section: 14
DISCLAIMER			
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Search

MapScale: 1 Inch = 200 ft.

Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

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Map Report

Easting(R) : Northing(R) Longitude(W) : Latitude(N)

Click Map to: **Get Information**

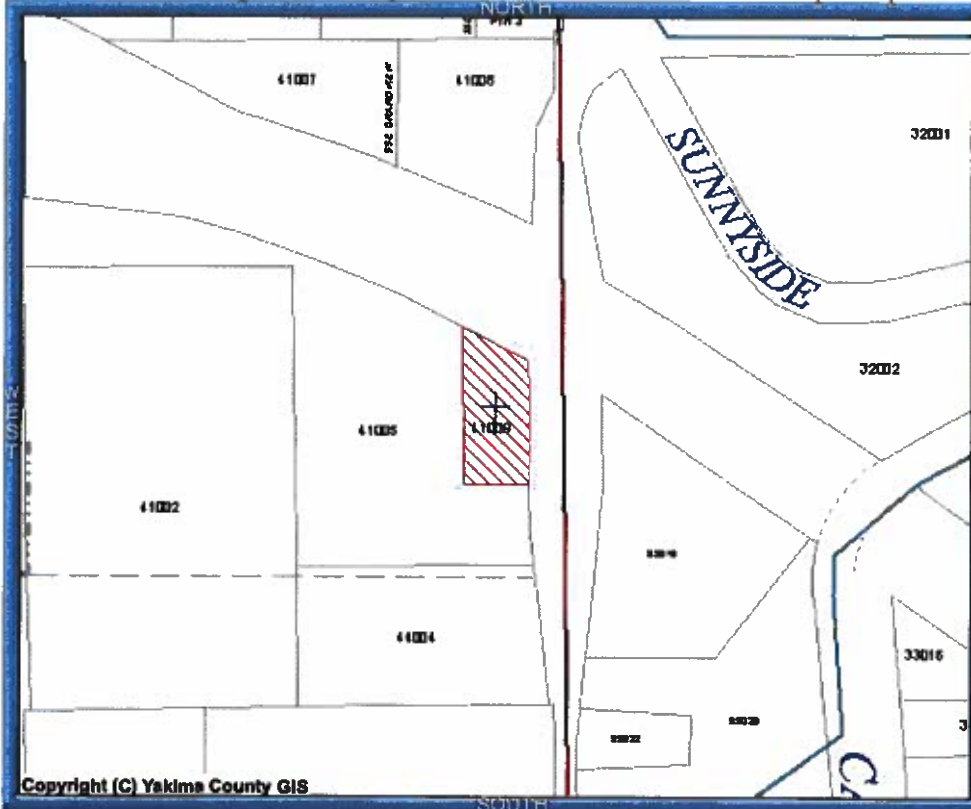
One Inch = 200 Feet
Feet 100 200 300

PROPERTY PHOTOS: 1 2 3 4		PROPERTY INFORMATION AS OF 11/13/2024 11:07:20 PM				PRINTING							
		Parcel Address:	500 N ELM ST, GRANDVIEW ,WA 98930			Printer-Friendly Page							
		Parcel Owner(s):	GRANDVIEW 1ST CH NAZARENE										
		Parcel Number:	23091444407	Parcel Size:	9.89 Acre(s)								
		Property Use:	69 Service - Miscellaneous			Detailed Report							
TAX AND ASSESSMENT INFORMATION													
Tax Code Area (TCA):		440	Tax Year:		2024		Print Detailed MAP						
Improvement Value:		\$3505000	Land Value:		\$55250								
Current Use Value:		\$0	Current Use Improvement:		\$0								
New Construction:		\$10000	Total Assessed Value:		\$3560250								
RESIDENTIAL INFORMATION													
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsm SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsm/att/bltn)	Carport	SECTION MAPS			
No Residence Information Found.										Section Map 1in=400ft			
SALE INFORMATION								Qtr SECTION MAPS					
Excise	Sale Date	Sale Price	Grantor	Portion			NW-Qtr 1"=200ft		NE-Qtr 1"=200ft				
No Sales Information Found.										SW-Qtr 1"=200ft		SE-Qtr 1"=200ft	
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OVERLAY INFORMATION			
Zoning:		Jurisdiction:	Grandview
Urban Growth Area:	Grandview	Future Landuse Designation:	Urban (City Limits) (Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D Download Map
LOCATION INFORMATION			
+ Latitude: 46° 15' 37.996"		+ Longitude: -119° 53' 46.955"	
Range: 23		Township: 09 Section: 14	
Narrative Description: Section 14 Township 09 Range 23 Quarter SE: SHORT PLAT J-49 AND J-50 Lot B			
DISCLAIMER			
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Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

MapScale: 1 Inch = 400 ft.

Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

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Map Report

Eastng(ft) : Northing(ft)
Longitude(W) : Latitude(N)

Click Map to: **Get Information**

One Inch = 400 Feet
Feet 200 400 600

PROPERTY PHOTOS: 1 2 3		PROPERTY INFORMATION AS OF 11/13/2024 11:07:20 PM				PRINTING	
		Parcel Address: 670 N ELM ST, GRANDVIEW, WA 98930		Parcel Owner(s): MAURICE A & GRETCHEN LANGE		Printer-Friendly Page	
		Parcel Number: 23091441009		Parcel Size: 1.28 Acre(s)		Detailed Report	
		Property Use: 11 Single Unit				Print Detailed MAP	
TAX AND ASSESSMENT INFORMATION							
Tax Code Area (TCA): 440		Tax Year: 2024		Improvement Value: \$249200		Land Value: \$74100	
Current Use Value: \$0		Current Use Improvement: \$0		New Construction: \$0		Total Assessed Value: \$323300	
RESIDENTIAL INFORMATION							
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)
AVERAGE	1920	1.00	1176		1086/1086	3	1/2/0
							Garage (bsmt/atw/bltin)
							0/0/0
							Carport
SALE INFORMATION							
Excise	Sale Date	Sale Price	Grantor	Portion		SECTION MAPS	
No Sales Information Found.							
DISCLAIMER							
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Qtr SECTION MAPS							
NW-Qtr 1"=200ft		NE-Qtr 1"=200ft		SW-Qtr 1"=200ft		SE-Qtr 1"=200ft	

OVERLAY INFORMATION							
Zoning: Grandview		Jurisdiction: Grandview		Urban Growth Area: Grandview		Future Landuse Designation: Urban (City Limits) (Yakima County Plan 2015)	
FEMA 100 Year: FEMA Map		FIRM Panel Number: 53077C1925D		Download Map			
LOCATION INFORMATION							
+ Latitude: 46° 15' 47.767"		+ Longitude: -119° 53' 42.854"		Range: 23 Township: 09 Section: 14			
Narrative Description: BEG S 27°30' E 806.21 FT & S 87°47'09" W 806.21 FT & S SR-82 R/W OF SE1/4, TH S27°30' E 287.79 FT, TH S 87°47'09" W 157.31 FT, TH N 43°22' W 376.16 FT & ->S SR-82 R/W, TH E'LY TO BEG							
DISCLAIMER							

ORDINANCE NO. 2024-24

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
CHANGING THE ZONING CLASSIFICATION OF CERTAIN LANDS AND AMENDING
THE ZONING MAP OF THE CITY OF GRANDVIEW AS REQUESTED BY MOO
SUNG & RAN YOUNG KANG, GRANDVIEW FIRST CHURCH OF THE NAZARENE
AND MAURICE A. & GRETCHEN LANGE FOR PARCEL NOS. 230914-41002,
230914-41005, 230914-44401, 230914-44004, 230914-44407 AND 230914-41009
LOCATED ON NORTH ELM STREET, GRANDVIEW, WASHINGTON**

WHEREAS, the City of Grandview Hearing Examiner, upon application and after due notice pursuant to Grandview Municipal Code Chapter 14, conducted an open record public hearing on October 9, 2024 for a rezone which was duly filed by PLSA Engineering & Land Surveying, First Church of the Nazarene and Gretchen Lange for Parcel Nos. 230914-41002, 230914-41005, 230914-44401, 230914-44004, 230914-44407 and 230914-41009 located on North Elm Street, Grandview; and

WHEREAS, the Hearing Examiner, after receiving public comments and reviewing the staff report containing staff's findings of fact, issued his recommendation dated October 23, 2024, a copy of which is attached, recommending said rezone to the City Council for approval; and

WHEREAS, the City Council of the City of Grandview, after due notice pursuant to Grandview Municipal Code Chapter 14, conducted a closed record public hearing for said rezone on November 26, 2024 to consider the conclusions and recommendation by the Hearing Examiner; and

WHEREAS, the City Council, after reviewing the Hearing Examiner's conclusions and recommendation, and having deliberated upon said matter, accepted the Hearing Examiner's recommendation as their own and approved the rezone submitted by PLSA Engineering & Land Surveying, First Church of the Nazarene and Gretchen Lange for Parcel Nos. 230914-41002, 230914-41005, 230914-44401, 230914-44004, 230914-44407 and 230914-41009 located on North Elm Street, Grandview,

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

Section 1. The City of Grandview "Official Zoning Map" referred to in Grandview Municipal Code Section 17.16.020, a copy of which is on file in the office of the Grandview City Clerk, is hereby amended to show the following rezoned area:

General Location: The parcels are generally located in northeast Grandview, bonded by Interstate 82 to the north, vacant/residential lands to the south, N. Elm Street to the east and vacant/residential lands to the west

Parcel Nos.: 230914-41002, 230914-41005, 230914-44401, 230914-44004, 230914-44407 and 230914-41009

Rezone: AG Agricultural zoning district to R-2 Medium Density Residential zoning district

Section 2. 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 November 26, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: 11/27/24
EFFECTIVE: 12/02/24

**City of Grandview, Washington
Hearing Examiner's Recommendation**

**In the Matter of an Application)
for a Rezone Submitted by:)**

**Moo Sung & Ran Young Kang,)
First Church of the Nazarene,)
And Gretchen Lange, Owners)**

October 23, 2024

**To Rezone Six Parcels West of)
North Elm Street and South of)
The Interstate 82 Right-of-Way)
From the Current AG Agricultural)
Zoning District to the R-2 Medium)
Density Residential Zoning District)**

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

(1) The Hearing Examiner conducted an open record public hearing for this application on October 9, 2024.

(2) Byron Gumz, the YVCOG Regional Land Use Manager serving as Planner for the City of Grandview, presented his staff report which recommended approval of this Rezone application for the reasons set forth therein.

(3) Noe Gonzalez of G Squared Enterprise LLC testified in favor of approval of the requested Rezone as the representative of the applicants/owners Moo Sung Kang and Ran Young Kang.

Moo Sung & Ran Young Kang,
First Church of the Nazarene, and
Gretchen Lange for a Rezone of
Six Parcels West of North Elm
Street and South of Interstate 82
From the AG to the R-2 Zone

(4) Written agency comments that were submitted for the record include a letter from Stephen S. Hazzard, PE of HLA Engineering and Land Surveying, Inc. relative to the capacity of the City's sewer and water systems to serve future residential development on the subject properties; a letter from the Sunnyside Valley Irrigation District relative to several SVID facilities within the property; a letter from the Washington State Department of Ecology relative to requirements prior to ground disturbing activities; and an email from the Yakima Health District to the effect that their review is not needed since any future development would be served by municipal water and sewer.

(5) No property owners or residents of the area submitted any written comments or testimony relative to this application.

(6) The recommendation for this application has been issued within 14 days of the open record public hearing as required by Subsection 14.09.030(A)(4) of the Grandview Municipal Code (GMC).

B. Summary of Recommendation. The Hearing Examiner recommends that the Grandview City Council approve the requested Rezone of six parcels from the AG Agricultural zoning district to the R-2 Medium Density Residential zoning district.

C. Basis for Recommendation. Based upon a view of the site and the surrounding area without anyone else present on October 9, 2024; the information contained in the staff report, exhibits, testimony and other evidence presented at an open record public hearing on October 9, 2024; and a consideration of the criteria for approval of Rezones; the Hearing Examiner makes the following:

FINDINGS

I. Applicants/Property Owners. The applicants and property owners are Moo Sung Kang and Ran Young Kang, 335 Wine Country Road, Prosser, WA 99350 as the owners of parcels 230914-41002, -41005, -44004 and 44401; First Church of the Nazarene, 500 North Elm Street, Grandview, WA 98930 as the owner of parcel 230914-44407; and Gretchen Lange, 670 North Elm Street, Grandview, WA 98930 as the owner of parcel 230914-41009.

II. Location. The location of the six parcels comprising approximately 46.78 acres is on the west side of North Elm Street and south of the I-82 right-of-way. The Assessor's Parcel Numbers are 230914-41002, -41005, -44004, -44401, -44407 and -41009.

III. Proposal. This application requests approval of a Rezone from the AG Agricultural zoning district to the R-2 Medium Density Residential zoning district in order to allow for future residential development of the four Kang parcels and in order to make the zoning of the First Church of the Nazarene and the Lange parcels where a church and a residence are respectively located to become conforming with their current "Residential" Comprehensive Plan designation. This application is referred to as a nonproject Rezone request because it does not request approval for any specific type of residential use at this time.

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

V. Public Notice. This application has been processed in the following manner and public notice of the open record public hearing of October 9, 2024, has been given in the following ways pursuant to GMC §14.07.030(B):

Application Submitted:	April 16, 2024
Notice of Incompleteness:	April 30, 2024
Application Resubmitted:	May 21, 2024
Application Determined Complete:	May 31, 2024
Notice of Application/Environmental Review/Public Hearing:	June 12, 2024
Property Posted:	June 12, 2024
Legal Notice in Grandview Herald:	June 12, 2024
Issuance of Final SEPA Threshold Determination:	July 19, 2024
Open Record Public Hearing: (postponed to include additional property owners)	July 18, 2024
Revised Application Submitted:	August 20, 2024
Notice of Application/Environmental Review/ Public Hearing posted in public places and mailed:	September 6, 2024
Property Posted in three places:	September 11, 2024
Legal Notice Published in Grandview Herald:	September 11, 2024
Issuance of Revised Final SEPA Determination of Non-Significance (DNS) Threshold Determination:	September 27, 2024
Open Record Public Hearing:	October 9, 2024
Closed Record City Council Public Hearing:	To be determined

After the application was submitted, a combined Notice of Application, Environmental Review, and Public Hearing was mailed to property owners within 300 feet

of the property and to agencies having jurisdiction or interest in the proposal on June 10, 2024, with the comment period ending on June 26, 2024. An additional notice was sent on September 6, 2024, with the comment period ending on September 26, 2024 to include the additional properties within the proposal. Four agencies commented in total, with Sunnyside Valley Irrigation District and the Yakima Health District each submitting two similar letters during the two comment periods.

VI. Environmental Review under the State Environmental Policy Act (SEPA). The City's SEPA Responsible Official issued a final SEPA Determination of Non-Significance (DNS) on September 27, 2024.

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

(1) These six parcels are currently within the Residential designation of the Comprehensive Plan. The purpose of that designation is to specify areas that are appropriate for rural, single-family and multifamily residential living.

(2) The six parcels are currently within the AG Agricultural zoning district. The purpose of the AG Agricultural District is to provide for minimum land use requirements to allow for agricultural uses to be conducted in certain portions of the City. The AG zoning district is inconsistent with the Residential Comprehensive Plan designation for the six parcels.

(3) The proposed zoning for the six parcels is the R-2 Medium Density Residential District. According to GMC Title 17.34.010, the R-2 zoning district is established to provide a medium-density residential environment. Lands within this R-2 zoning district generally should contain multiple unit residential structures of a scale compatible with structures in lower density districts with useful yard spaces. The R-2 district is intended to allow for a gradual increase in density from low density residential districts and, where compatible, can provide a transition between

different use areas. The requested R-2 zoning district is consistent with the Residential designation of the Comprehensive Plan for the parcels.

(4) The majority of the site is currently vacant but has been used to grow row crops (corn) recently. One of the subject parcels is developed with a church and another is developed with a single-family residence. Low density residential development and agricultural activities are the main nearby uses.

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

<i>Direction</i>	<i>Comprehensive Plan</i>	<i>Zoning</i>	<i>Land Use</i>
North:	Residential	Right-of-Way	I-82
South:	Residential	R-2 Medium Density Residential	Residential/Vacant/Future duplex development
East:	Residential	R-1 Low Density Residential	Residential/Agriculture/Truck Repair
West:	Residential	R-1 Low Density Residential	Residential/Vacant (owned by the Grandview School District)

VIII. Jurisdiction and Process. A Rezone requires a recommendation from the Grandview Hearing Examiner and a decision by the Grandview City Council as to whether it complies with the criteria set forth in GMC §14.09.030(A)(3)(c) and in GMC 17.88.060 which are addressed below in Section X of this recommendation.

IX. Written Comments from Public Agencies. The written comments that have been submitted and the findings relative thereto are as follows:

(1) HLA Engineering and Land Surveying, Inc. provided a statement on the capacity of Grandview’s Water and Sewer Systems to provide service to the area proposed to be rezoned. HLA identifies a projected number of residences possible

within the area based on average housing densities and people per housing unit. The water/sewer volumes predicted fall within the capacity of both the water and sewer systems, with the understanding that improvements that have been identified in the Grandview Capital Facilities Plan will continue to be developed.

Staff and Hearing Examiner Findings: The letter also contains details relative to the location and depth of the water and/or sewer lines that future development will need to connect to. It is recommended that the applicants Moo Sung Kang and Ran Young Kang coordinate with the City prior to any future design/development.

(2) The Sunnyside Valley Irrigation District (SVID) provided comments relative to their facilities located within the area of the requested Rezone. Their facilities require a minimum of a 30-foot-wide easement depending on the depth of the facility. Crossing or encroachment of the facilities will require an SVID permit. There are also limitations on development and uses within easements, including buildings/structures and trees.

Staff and Hearing Examiner Findings: Based on the map included in the SVID comment letters, it appears as though SVID has several facilities within the area of the rezone. A separate application will be made for the future development of the area proposed to be rezoned. SVID will be provided notice at that time. It is in the interest of the applicants Moo Sung Kang and Ran Young Kang to communicate with SVID regarding the location of their facilities prior to design of any future development to ensure there are no conflicts.

(3) The Yakima Health District (YHD) submitted comments to the effect that they do not have a review associated with the proposal since any future development will be served by municipal water and sewer.

Staff and Hearing Examiner Findings: The applicants Moo Sung Kang and Ran Young Kang may contact YHD if they have any questions.

(4) The Washington State Department of Ecology (DOE) submitted comments from their Water Quality Program. The comments state that if there is potential for stormwater to discharge off site, an NPDES Construction Stormwater General Permit is recommended. The permit requires a Stormwater Pollution Prevention Plan be prepared and implemented prior to any construction activities taking place. They note that if ground disturbance is between one and five acres, the development may qualify for an Erosivity Waiver.

Staff and Hearing Examiner Findings: Since this is a nonproject Rezone request, there are no ground disturbing activities proposed for the area of the requested Rezone at this time.

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

(1) The development (proposed Rezone) is consistent with the Comprehensive Plan and meets the requirements and intent of the Grandview Municipal Code. The zoning of the subject six parcels is recommended by the City's Planner and by the Hearing Examiner to be the R-2 Medium Density Residential zoning district which would be consistent with the purpose of the 2016 Comprehensive Plan "Residential" designation of the six parcels which is not true of their current AG Agricultural zoning. The R-2 zoning district would also be consistent with the following Comprehensive Plan Land Use Goal and Policies, as well as the following Comprehensive Plan Housing Goal, Policy and Objectives:

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

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

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

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

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

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

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

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

The requested Rezone to the R-2 zone would also meet the requirements and intent of the City's zoning ordinance so long as the requested Rezone satisfies all of the criteria for the approval of a Rezone that are set forth in this Section X of this recommendation.

(2) The development (proposed Rezone) makes adequate provisions for drainage, streets and other public ways, irrigation water, domestic water supply and sanitary wastes. Drainage, street, irrigation water, domestic water and

sanitary waste improvements, as well as other improvements, will be required at the time that a specific development is proposed.

(3) The development (proposed Rezone) adequately mitigates impacts identified under other GMC chapters and in particular GMC Title 18. The proposed Rezone has been determined to lack any probable significant adverse impacts on the environment through the final SEPA Determination of Non-Significance (DNS) that was issued pursuant to GMC Title 18 on September 27, 2024, as the final threshold determination.

(4) The development (proposed Rezone) is beneficial to the public health, safety, morals and welfare and is in the public interest. The requested Rezone would be beneficial to the public health, safety, morals and welfare and would be in the public interest for several reasons. For example, medium density residential development on the subject property would reduce the potential for conflicts between the recent agricultural use of the subject property with nearby residential uses and would provide needed housing in a good location in the City. The Rezone is also in the public interest because there currently is more demand for additional residential uses than for agricultural uses in the City and because it would cause the six parcels to become consistent with their Comprehensive Plan designation.

(5) The development (proposed Rezone) does not lower the level of service of transportation below the minimum standards as shown within the Comprehensive Plan. If the development results in a level of service lower than those shown in the Comprehensive Plan, the development may be approved if improvements or strategies to raise the level of service are made concurrent with the development. For the purpose of this section, "concurrent with the development" is defined as the required improvements or strategies in place at the time of occupancy, or a financial commitment is in place to complete the improvements or strategies within six years of approval of the development. A traffic impact analysis (TIA) will likely be required when specific development is proposed on four of the six parcels which would analyze the traffic impacts and the need for the applicants Moo Sung Kang and Ran Young Kang to make any traffic improvements to City streets and/or possibly to any WSDOT interchange facilities at that time.

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

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

(1) Whether the proposal is in accord with the goals and policies of the Comprehensive Plan. A Rezone of these six parcels to the R-2 Medium Density Residential District would cause the zoning of these six parcels to become consistent with its current Residential Comprehensive Plan designation which is not true of its current AG Agricultural zoning. The R-2 Medium Density Residential zoning would also be in accord with Land Use Goal 1; Land Use Policies 1.1, 1.3 and 7.2; Housing Goal 1; Housing Policy 1.1; and Housing Objectives 1 and 6 of the 2016 Comprehensive Plan that are summarized above in Subsection X(1) of this recommendation.

(2) Whether the effect of the proposal on the immediate vicinity will be materially detrimental. The requested R-2 Medium Density Residential District zoning for these six parcels would not be materially detrimental to the immediate vicinity because it would reduce the potential for conflicts between existing nearby residential uses and recent agricultural farming practices and would benefit properties in the immediate vicinity by extending City utilities to the subject property. It would also change the zoning of the parcels to be the same as the adjacent property to the south that is planned for duplex development. In addition it would change the zoning of the parcels to be consistent with their Comprehensive Plan Residential designation. Although notice of the application and of the hearing was given to nearby property owners by mailing, posting and publication, no members of the public submitted written comments or testimony in opposition to the requested R-2 zoning of these six parcels.

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

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

(5) **Whether a development agreement should be entered into between the City and the petitioner and, if so, the terms and conditions of such an agreement.** At this time there is no need for a development agreement between the City and the applicants Moo Sung Kang and Ran Young Kang as a condition for approval of the requested R-2 zoning prior to submission of a specific development proposal.

CONCLUSIONS

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

(1) The Hearing Examiner has authority to recommend that the Grandview City Council approve Rezones that meet the criteria for approval.

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

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

(5) The requested Rezone would be compatible with the adjacent and nearby land uses.

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

(7) The requested Rezone satisfies all of the criteria for approval which are set forth in GMC §14.09.030(A)(3)(c) and GMC §17.88.060.

RECOMMENDATION

The Hearing Examiner recommends that the Grandview City Council approve the requested Rezone of parcels 230914-41002, 230914-41005, 230914-44004, 230914-44401, 230914-44407 and 230914-41009 from the AG Agricultural zoning district to the R-2 Medium Density Residential zoning district.

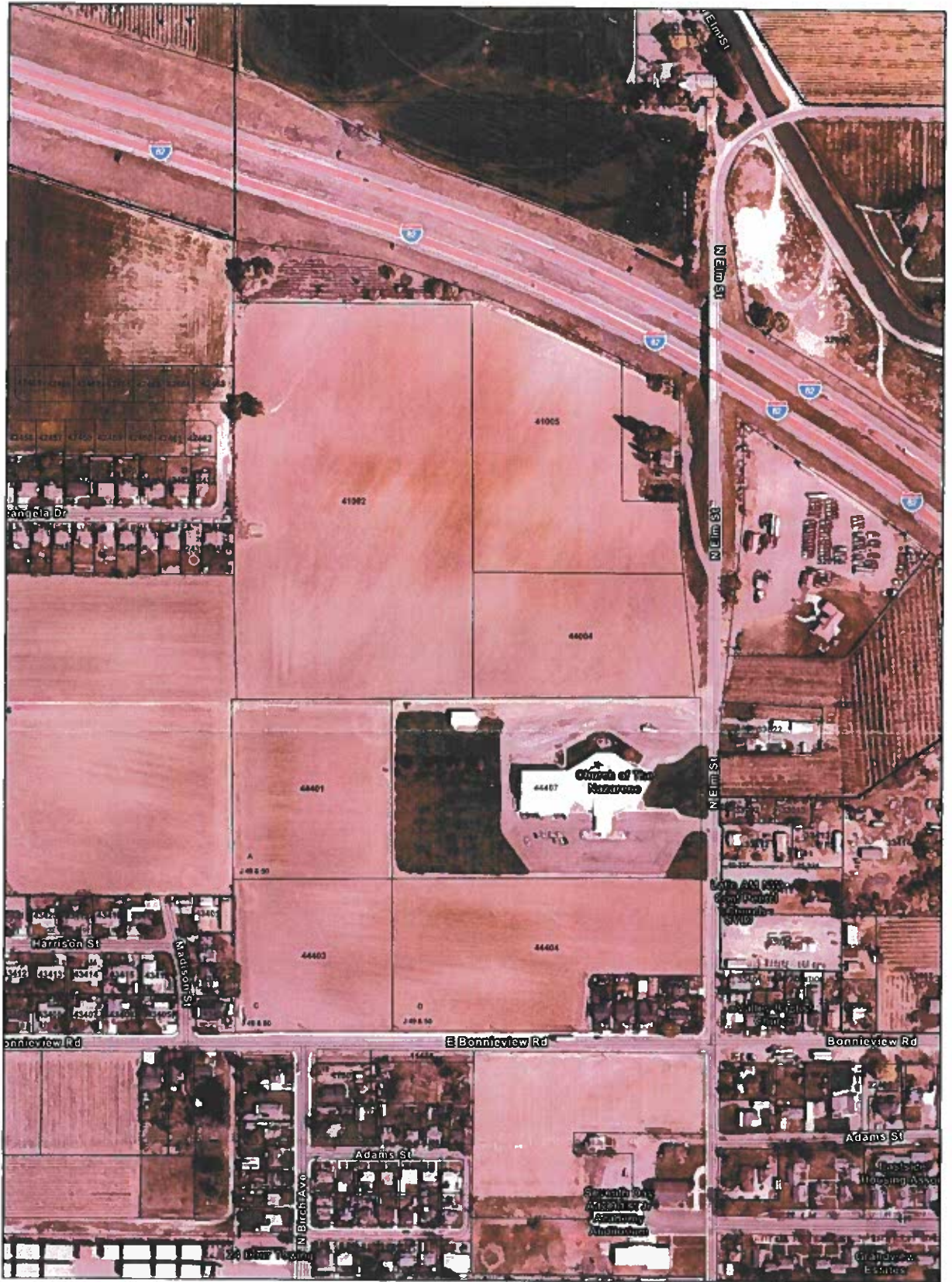
DATED this 23rd day of October, 2024.





Gary M. Cuillier, Hearing Examiner

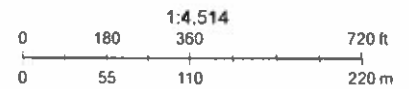
Moo Sung & Ran Young Kang,
First Church of the Nazarene, and
Gretchen Lange for a Rezone of
Six Parcels West of North Elm
Street and South of Interstate 82
From the AG to the R-2 Zone

Kang Rezone: AG to R2



10/9/2024, 11:58:55 AM

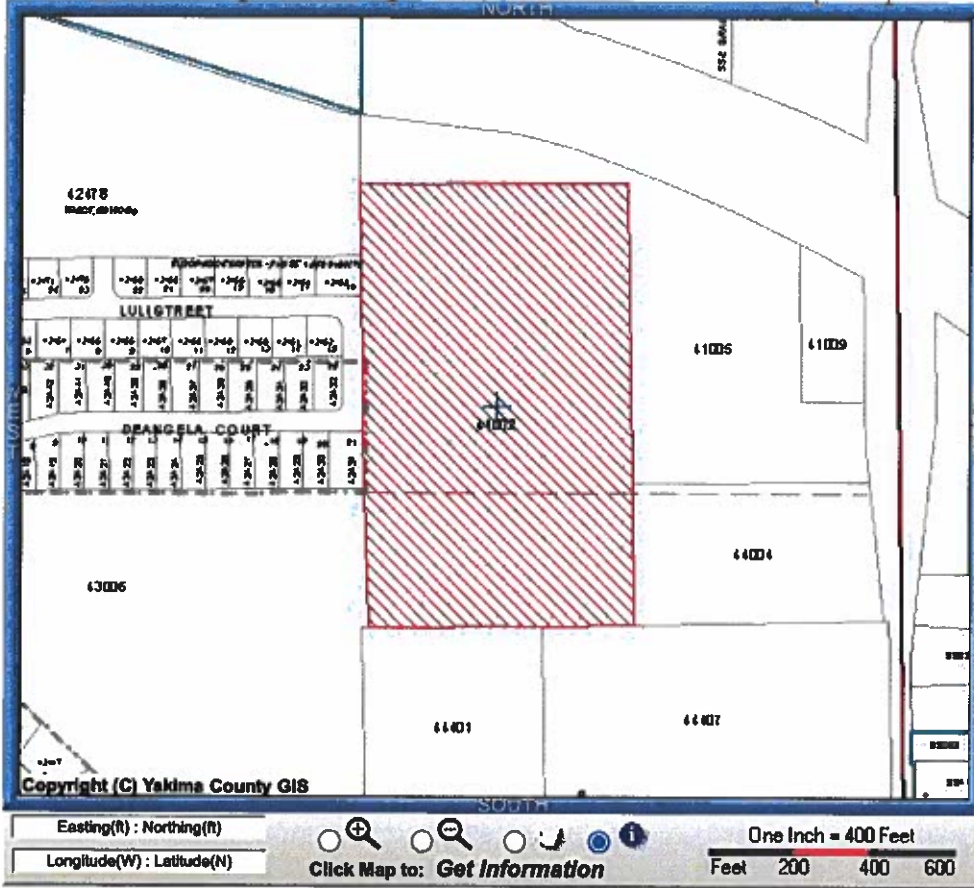
-  Taxlots
-  City Limits



Esri Community Maps Contributors WSU Facilities Services GIS
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State Parks GIS OpenStreetMap Microsoft Esri TomTom
Garmin SafeGraph GeoTechnologies Inc METI/NASA USGS
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Map Report



PROPERTY INFORMATION AS OF 11/20/2024 11:33:18 PM	
Parcel Address:	UN-ASSIGNED, WA
Parcel Owner(s):	MOO SUNG & RAN YOUNG KANG
Parcel Number:	23091441002 Parcel Size: 16.51 Acre(s)
Property Use:	91 Undeveloped Land
TAX AND ASSESSMENT INFORMATION	
Tax Code Area (TCA):	440 Tax Year: 2024
Improvement Value:	\$0 Land Value: \$111900
Current Use Value:	\$0 Current Use Improvement: \$0
New Construction:	\$0 Total Assessed Value: \$111900

PRINTING	
Printer-Friendly Page	
Detailed Report	
Print Detailed MAP	

RESIDENTIAL INFORMATION							
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)
No Residence Information Found.							

SECTION MAPS	
Section Map 1in=400ft	

SALE INFORMATION			
Excise	Sale Date	Sale Price	Grantor
No Sales Information Found.			

Qtr SECTION MAPS			
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OVERLAY INFORMATION			
Zoning:	Grandview	Jurisdiction:	Grandview
Urban Growth Area:	Grandview	Future Landuse Designation:	Urban (City Limits) (Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D

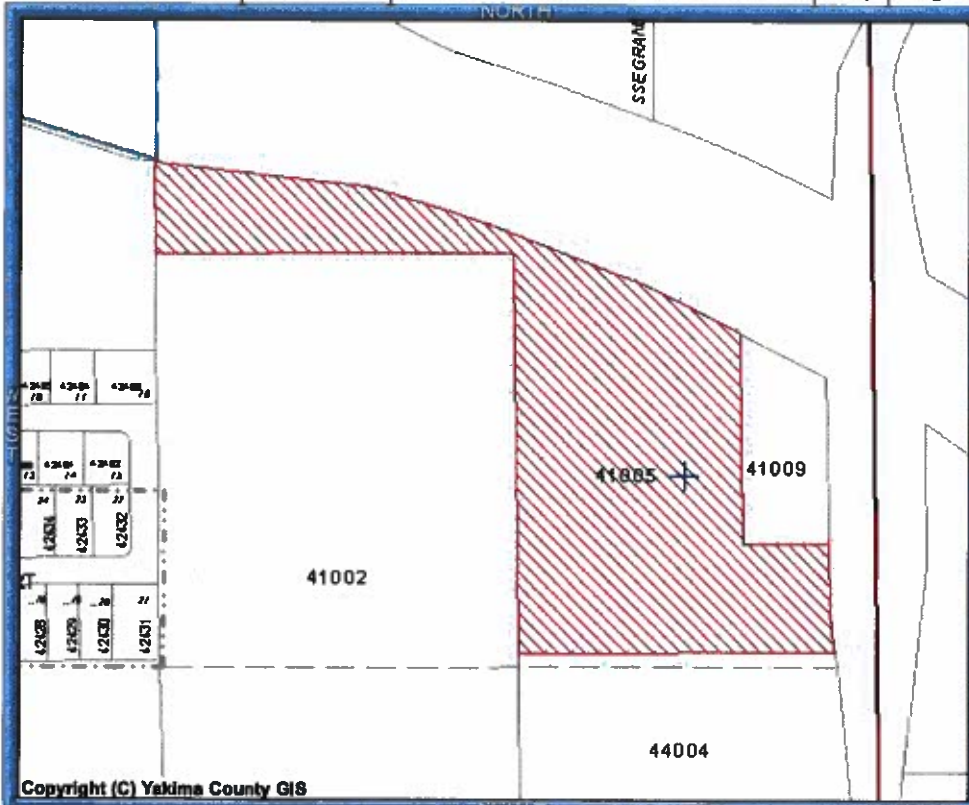
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Narrative Description: S 760.4 FT OF W 662.7 FT OF NE1/4SE1/4 & N 338 FT OF SE1/4 SE1/4 EX E673 FT			

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Longitude(W) : Latitude(S)

Click Map to: [Get Information](#)

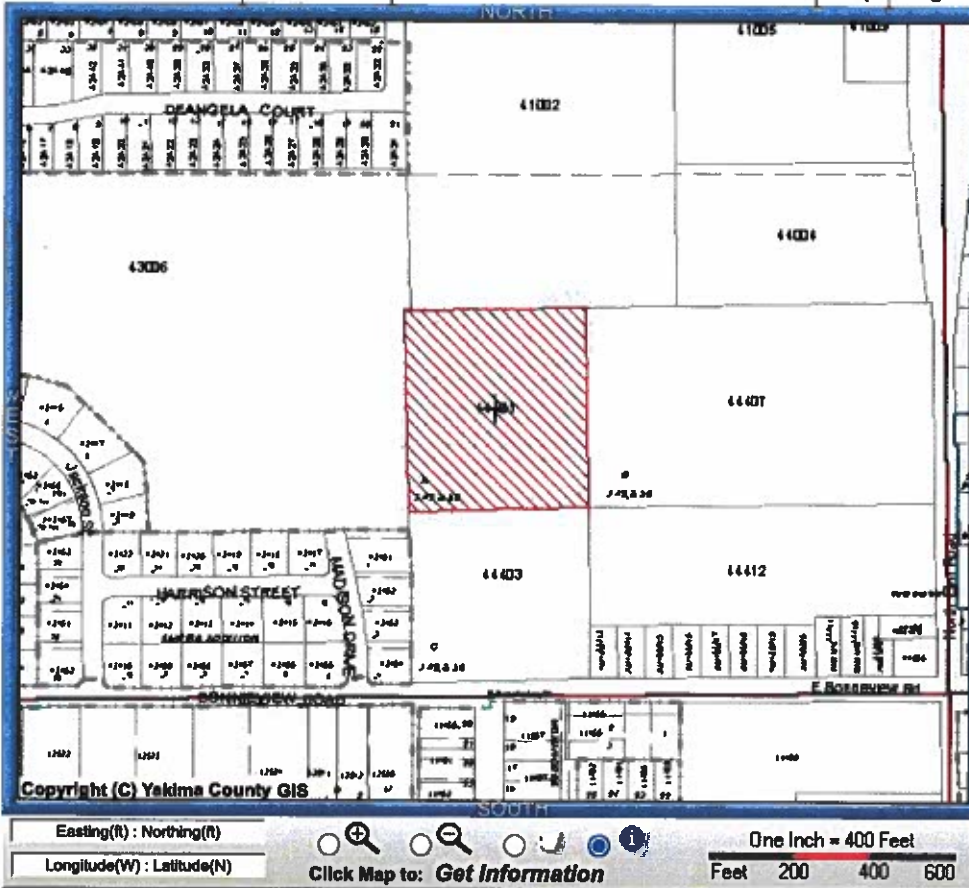
One Inch = 300 Feet
Feet 200 400

PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 11/20/2024 11:33:18 PM				PRINTING					
	Parcel Address:	CEMETERY RD, WA				Printer-Friendly Page					
	Parcel Owner(s):	MOO SUNG & RAN YOUNG KANG									
	Parcel Number:	23091441005	Parcel Size:	0.22 Acre(s)		Detailed Report					
	Property Use:	91 Undeveloped Land									
TAX AND ASSESSMENT INFORMATION											
Tax Code Area (TCA):	440	Tax Year:	2024								
Improvement Value:	\$0	Land Value:	\$103300								
Current Use Value:	\$0	Current Use Improvement:	\$0								
New Construction:	\$0	Total Assessed Value:	\$103300								
RESIDENTIAL INFORMATION											
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bltn)	Carport	Section Map 1in=400ft	
No Residence Information Found.											
SALE INFORMATION								Qtr SECTION MAPS			
Excise	Sale Date	Sale Price	Grantor	Portion							
No Sales Information Found.											
DISCLAIMER								NW-Qtr 1"=200ft	NE-Qtr 1"=200ft	SW-Qtr 1"=200ft	SE-Qtr 1"=200ft
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OVERLAY INFORMATION			
Zoning:		Jurisdiction:	Grandview
Urban Growth Area:	Grandview	Future Landuse Designation:	Urban (City Limits) (Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D
		Download Map	
LOCATION INFORMATION			
+ Latitude: 46° 15' 47.106"		+ Longitude: -119° 53' 45.559"	
		Range: 23	Township: 09 Section: 14
Narrative Description: TH PT OF N 1643.4 FT OF E 1/2 SE 1/4 LYS'LY & WLY OF SR-82 R/W EX S 1098.4 FT OF W 662.7 FT EX S 5 ACRES EX BEGS 27°30 E 806.21 FT & 90 FT W OF NE ->SE 1/4 & S SR-82 R/W, TH S 27°30 E 287.79 FT, TH S 87°47'09 W 157.31 FT, TH N 43°32'W 376.16 FT TO S LN OF SR-82 R/W, THE'LY AL SD R/W TO BEG			
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MapScale: 1 Inch = 400 ft.

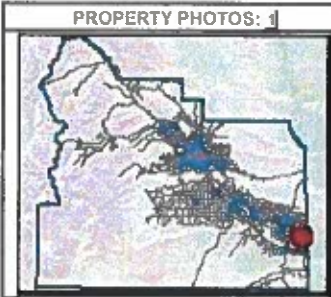
Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

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PROPERTY INFORMATION AS OF 11/20/2024 11:33:18 PM	
Parcel Address:	UN-ASSIGNED, WA
Parcel Owner(s):	MOO SUNG & RAN YOUNG KANG
Parcel Number:	23091444401
Parcel Size:	5.09 Acre(s)
Property Use:	91 Undeveloped Land
TAX AND ASSESSMENT INFORMATION	
Tax Code Area (TCA):	440
Tax Year:	2024
Improvement Value:	\$0
Land Value:	\$94600
Current Use Value:	\$0
Current Use Improvement:	\$0
New Construction:	\$0
Total Assessed Value:	\$94600

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Detailed Report

Print Detailed MAP

RESIDENTIAL INFORMATION									
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/b/tn)	Carport
No Residence Information Found.									

SECTION MAPS

Section Map 1in=400ft

SALE INFORMATION				
Excise	Sale Date	Sale Price	Grantor	Portion
No Sales Information Found.				

Qtr SECTION MAPS

NW-Qtr 1"=200ft	NE-Qtr 1"=200ft
SW-Qtr 1"=200ft	SE-Qtr 1"=200ft

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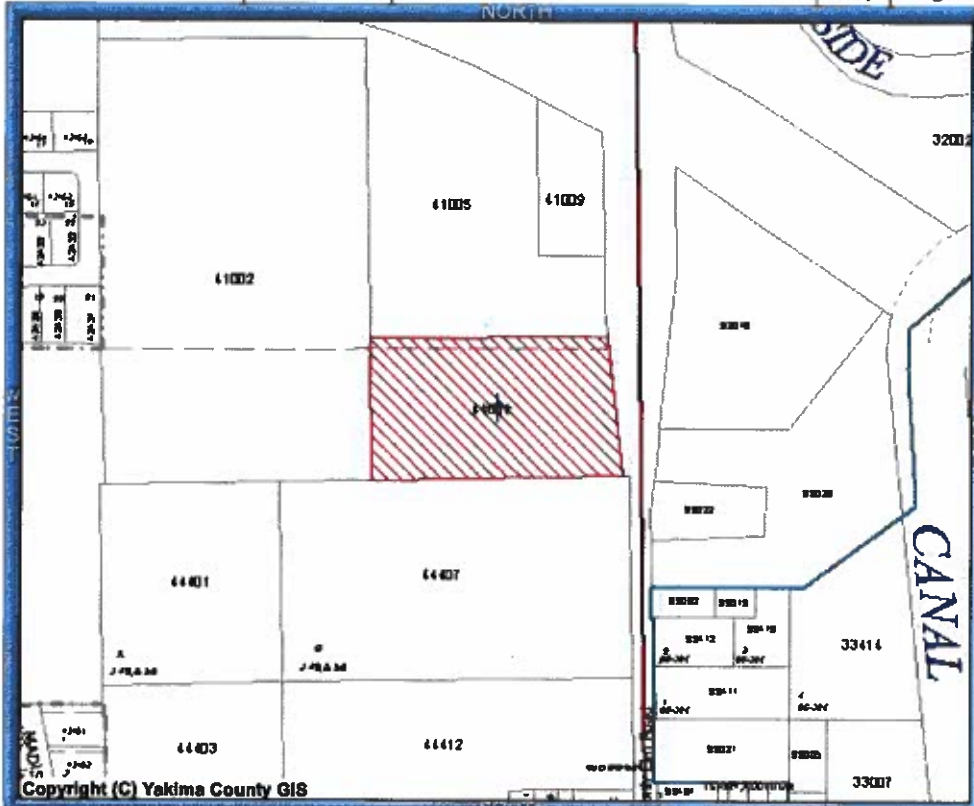
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Urban Growth Area:	Grandview	Future Landuse Designation:	Urban (City Limits) (Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D
		Download Map	

LOCATION INFORMATION			
+ Latitude: 46° 15' 37.897"	+ Longitude: -119° 53' 56.248"	Range: 23	Township: 09
Section: 14			
Narrative Description: Section 14 Township 09 Range 14 Quarter SE: SHORT PLAT J-49 AND J-50 Lot A			

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Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

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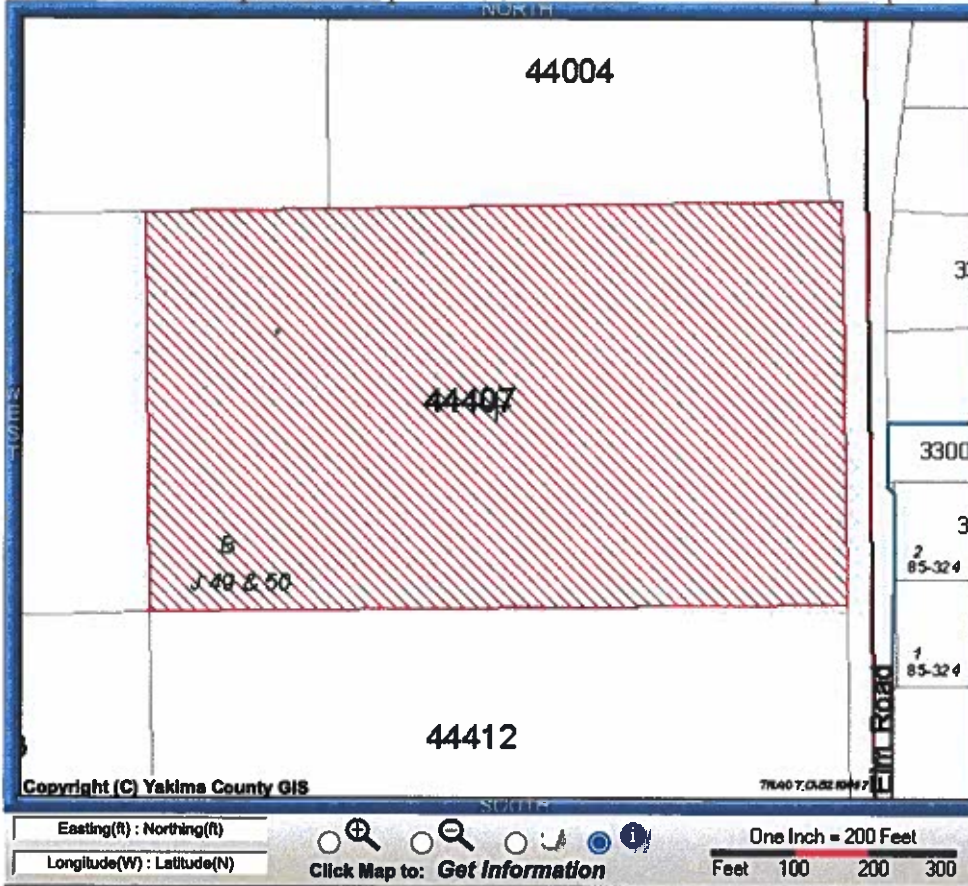
Easting(ft) : Northing(ft) Longitude(W) : Latitude(N) One Inch = 400 Feet Feet 200 400 600

PROPERTY PHOTOS: 1		PROPERTY INFORMATION AS OF 11/20/2024 11:33:18 PM				PRINTING					
	Parcel Address:	UN-ASSIGNED, WA				Printer-Friendly Page					
	Parcel Owner(s):	MOO SUNG & RAN YOUNG KANG				Detailed Report					
	Parcel Number:	23091444004	Parcel Size: 4.79 Acre(s)								
	Property Use:	91 Undeveloped Land									
TAX AND ASSESSMENT INFORMATION											
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Improvement Value:		\$0	Land Value:		\$93700						
Current Use Value:		\$0	Current Use Improvement:		\$0						
New Construction:		\$0	Total Assessed Value:		\$93700						
RESIDENTIAL INFORMATION											
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/blin)	Carport	Section Map 1in=400ft	
No Residence Information Found.											
SALE INFORMATION								Qtr SECTION MAPS			
Excise	Sale Date	Sale Price	Grantor		Portion						
No Sales Information Found.											
DISCLAIMER								NW-Qtr 1"=200ft		NE-Qtr 1"=200ft	
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OVERLAY INFORMATION			
Zoning:	Grandview		Jurisdiction: Grandview
Urban Growth Area:	Grandview		Future Landuse Designation: Urban (City Limits) (Yakima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D Download Map
LOCATION INFORMATION			
+ Latitude: 46° 15' 42.134"		+ Longitude: -119° 53' 45.497"	
Range: 23		Township: 09	
Section: 14			
Narrative Description: S 5 AC OF FOL: E 673 FT OF N 1643.4FT EX E CO RD R/W OF SE1/4			
DISCLAIMER			
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Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

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PROPERTY PHOTOS: 1 2 3 4		PROPERTY INFORMATION AS OF 11/20/2024 11:33:18 PM				PRINTING				
	Parcel Address:	500 N ELM ST, GRANDVIEW, WA 98930				Printer-Friendly Page				
	Parcel Owner(s):	GRANDVIEW 1ST CH NAZARENE								
	Parcel Number:	2309144407	Parcel Size:		9.89 Acre(s)					
	Property Use:	89 Service - Miscellaneous				Detailed Report				
TAX AND ASSESSMENT INFORMATION										
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Improvement Value:	\$3505000	Land Value:		\$55250						
Current Use Value:	\$0	Current Use Improvement:		\$0						
New Construction:	\$10000	Total Assessed Value:		\$3560250						
RESIDENTIAL INFORMATION						SECTION MAPS				
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bltin)	Carport	Section Map 1in=400ft
No Residence Information Found.										
SALE INFORMATION						Qtr SECTION MAPS				
Excise	Sale Date	Sale Price	Grantor		Portion		NW-Qtr 1"=200ft		NE-Qtr 1"=200ft	
No Sales Information Found.										
DISCLAIMER										
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OVERLAY INFORMATION			
Zoning:		Jurisdiction: Grandview	
Urban Growth Area:	Grandview	Future Landuse Designation: Urban (City Limits) (Yakima County Plan 2015)	
FEMA 100 Year:	FEMA Map	FIRM Panel Number:	53077C1925D Download Map
LOCATION INFORMATION			
+ Latitude: 48° 15' 37.998"		+ Longitude: -119° 53' 46.955"	
Range: 23		Township: 09 Section: 14	
Narrative Description: Section 14 Township 09 Range 23 Quarter SE: SHORT PLAT J-49 AND J-50 Lot B			
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			



Assessor Planning Real Estate

FAQ Help Legend Search Tools Overview



Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

MapScale: 1 Inch = 400 ft.

Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

Maps brought to you by:

Valley Title Guarantee
 Title Insurance & Escrow Service
 www.vtgc.com
 (509) 248-4442

Map Report

Eastings(ft) : Northing(ft)
 Longitude(W) : Latitude(N)

Click Map to: **Get Information**

One Inch = 400 Feet
 Feet 200 400 600

PROPERTY PHOTOS: 1 2 3		PROPERTY INFORMATION AS OF 11/20/2024 11:33:18 PM				PRINTING					
		Parcel Address:	670 N ELM ST, GRANDVIEW, WA 98930			Printer-Friendly Page					
		Parcel Owner(s):	MAURICE A & GRETCHEN LANGE								
		Parcel Number:	23091441009	Parcel Size:	1.28 Acre(s)						
		Property Use:	11 Single Unit			Detailed Report					
TAX AND ASSESSMENT INFORMATION											
Tax Code Area (TCA):		440	Tax Year:		2024						
Improvement Value:		\$249200	Land Value:		\$74100						
Current Use Value:		\$0	Current Use Improvement:		\$0						
New Construction:		\$0	Total Assessed Value:		\$323306						
RESIDENTIAL INFORMATION											
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4, 1/2)	Garage (bsmt/att/bltin)	Carport	SECTION MAPS	
AVERAGE	1920	1.00	1176		1086/1086	3	1/2/0	0/0/0			
SALE INFORMATION								Qtr SECTION MAPS			
Excise	Sale Date	Sale Price	Grantor	Portion							
No Sales Information Found.								NW-Qtr 1"=200ft	NE-Qtr 1"=200ft		
DISCLAIMER								SW-Qtr 1"=200ft	SE-Qtr 1"=200ft		
While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or email us .											

OVERLAY INFORMATION					
Zoning:			Jurisdiction:	Grandview	
Urban Growth Area:	Grandview		Future Landuse Designation:	Urban (City Limits) (Yakima County Plan 2015)	
FEMA 100 Year:	FEMA Map	FIRM Panel Number:		53077C1925D	Download Map
LOCATION INFORMATION					
+ Latitude: 46° 15' 47.767"		+ Longitude: -119° 53' 42.854"		Range: 23 Township: 09 Section: 14	
Narrative Description: BEG S 27°30 E 806.21 FT & S 87°47'09 W 806.21 FT & S SR-82 R/W OF SE 1/4, TH S 27°30 E 287.79 FT, TH S 87°47'09 W 157.31 FT, TH N 43°22 W 376.16 FT & -> S SR-82 R/W, TH E'LY TO BEG					
DISCLAIMER					

RESOLUTION NO. 2024-64

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL AGREEMENT
WITH THE YAKIMA COUNTY DISTRICT COURT FOR PROBATION SERVICES**

WHEREAS, the City of Grandview and Yakima County District Court desire to continue the existing arrangement whereby the County provides probation supervision services for cases/individuals referred to Probation Services by the Grandview Municipal Court; and,

WHEREAS, a Probation Services Agreement has been prepared for the provision of those services effective January 1, 2025 through December 31, 2029,

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

The Mayor is hereby authorized to sign an Interlocal Agreement with the Yakima County District Court for Probation Services, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 26, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**Yakima County District Court
Probation Services Interlocal Agreement
City of Grandview**

THIS PROBATION SERVICES INTERLOCAL AGREEMENT (“Agreement”) is entered into by and between the City of Grandview (“City”), a Washington State municipal corporation and its Municipal Court (“Municipal Court”); and the County of Yakima (“County”) a Washington State political subdivision and its District Court (“District Court”) under the authority and in conformance with RCW 39.34, the Interlocal Cooperation Act.

WHEREAS, The purpose of this Agreement is to set forth the terms and conditions upon which the parties agree to continue Probation Services and to enumerate other related provisions that contribute to their mutual benefit.

WHEREAS, This Agreement is established pursuant to RCW 39.34.180(6). Additionally, ARJ 11 provides that the “... Method of providing these services (referring to probation supervision) shall be established by the presiding judge for the local court to meet the specific needs of the court.” Each court shall continue to have exclusive original jurisdiction of all criminal law violations committed within the jurisdiction of that court as authorized by statute or ordinance.

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

- 1. DURATION**: This Agreement shall be effective from January 1, 2025, and shall remain in effect until midnight on December 31, 2029. This Agreement shall automatically renew annually after the initial four-year term expiring on December 31, 2029, subject to the **TERMINATION** clause herein.

- 2. COMPENSATION**: No later than September 1 of each year the County shall provide the City with the anticipated cost for supervision services for the upcoming year. The County will bill the City quarterly. The determination of cost to the City will consist of a caseload calculation, expense calculation and revenue calculation.

A. Caseload Calculation:

The caseload calculation consists of the 4-year daily average number of cases referred to the County for supervision divided into the total number of cases supervised by Probation Services over those four years to obtain a caseload percentage.

Case count adjustments will be made for those probationers supervised by the Behavioral Health Supervision Unit (BHSU) which is fully funded by the Mental Health Sales Tax. Probationers who are court ordered by the City to be supervised by Probation Services, and who are screened by the County and determined to be appropriate for BHSU will not be included in the daily average cases. Additionally, should Probation Services build out additional programs that are fully funded by other sources, the cases assigned to these programs would not be included in the daily average cases.

For the 2025 budget and all future cost determinations, the caseload calculation is as follows:

For 2024 the daily average case count is projected through the end of year using data through July of 2024. For the 2026 budget calculation which would be prepared in September of 2025, we would “true up” the 2024 daily average case count with the actual daily average case count. Based on four years of daily case count data, the total daily case count for active cases is 255. The total department daily case count for the same four years is 7295. The City’s caseload represents 3.49% of the department caseload (255/7295).

2025

Daily Average Cases - 7295	
2021 Daily Average Cases	25
2022 Daily Average Cases	76
2023 Daily Average Cases	79
2024 Daily Average Cases(Projection based on cases thru August)	74
Total Average	255
% of Total Average Cases	3.49%

B. Expense Calculation:

Each year the County develops an expense budget for Probation Services that is reflective of all operating costs. To calculate the City’s portion of the expense budget, we use the total projected operating expense for the incoming year, multiplied by the caseload calculation percentage. For 2025 the projected expense budget is detailed below and totals \$1,685,242.00.

If there are dedicated grants or other revenue sources that are received by Probation Services, those would be deducted proportionately from the total expense budget. For 2025, we expect to receive \$52,061 in revenue from Mental Health Sales Tax

funds that supports a Probation Officer participating on the Mental Health Court team. And we expect to receive \$10,000 in Alcohol Excise Tax funds to offset the costs related to drug screens. The total expense budget would be reduced by \$62,061 and an adjusted expense budget of \$1,623,242.00. I would note that none of the expenses related to the BHSU is included in the expense budget.

Expenditures		
Spend Category	Description	2025 Actual Expenses
1001	Salaries & Wages	1,321,921.00
1002	Salaries--Overtime	3,500.00
2002	Benefits	
Total Salary and Benefits		1,325,421
3106	Operating Supplies	500.00
3101	Office Supplies	10,000
3104	Print Items	2,500
3135	Water for Customers	1,500
3501	Big Electronica Equipment & Office Phones	1,500
3590	Small & Attractive	2,000
3107	Training Supplies	2,000
Total Supplies		17,500
4111	Interpreter Services	500
4101	Contracts Consulted	1000
4118	Audit Costs	1,000
4125	Indirect Costs Internal	21,346
4182	Drug Screening	10,000
4184	Messenger Service	750
4191	Purchasing Services Internal	1,051
4192	Technology Services Internal	137,851
4199	Dept. of Security Internal	42,998
4202	Postage	2,500
4301	Travel Employee	2,500
4401	Advertising Newspapers	500
4504	Interfund Facility	58,433
4690	Insurance-Interfund	25,453
4911	Training Tuton	15,000
4902	Dues	1,500
4110	Software Agreements	15,000
4890	Repair and Maintenance	5,000
OTHER SERVICES & CHARGES		342,382
101 Probation Expenditures		1,685,303
Less Grant Funds:		
BOCC - Alcohol Excise Tax Drug Screenshot		(10,000)
Mental Health Court - Mental Health Sales Tax		(52,061)
		1,623,242.00

C. Revenue Calculation:

Like the 4-year daily average case calculation, we use a 4-year average of revenue to set an expected amount for the year in which we are budgeting. The 2024 amount is a projection that we would “true up” for the projected 2026 budget. For 2025, we anticipate receiving \$34,441.13 in revenue from City probationers.

Revenue Collection:	
2021	\$42,998.92
2022	\$32,744.11
2023	\$35,873.60
2024 (Projection based on rev thru August)	\$26,147.90
4 Year Average Revenue Collection	\$34,441.13

The final step in the budget calculation is to subtract the revenue calculation from the expense calculation.

2025

Daily Average Cases – 7295	
2021 Daily Average Cases	25
2022 Daily Average Cases	76
2023 Daily Average Cases	79
2024 Daily Average Cases(Projection based on cases thru August)	74
Total Average	255
% of Total Average Cases	3.49%
2025 Budget	\$1,623,242.00
City of Grandview Cost	\$56,653.06
Revenue Collection:	
2021	\$42,998.92
2022	\$32,744.11
2023	\$35,873.60
2024 (Projection based on rev thru August)	\$26,147.90
4 Year Average Revenue Collection	\$34,441.13
2025 Total Cost to the City of Grandview	\$22,211.93

For 2025, the cost to the City for supervision services is \$22,211.93

If the projected average revenue based on the 4-year average formula exceeds expense, there will be no billing for the year in which we are budgeting. At the end of the year the County will conduct a reconciliation of the actual revenue collected and the actual daily average case count. From the reconciliation if it is determined that there is a deficit owed to the County because the revenue did not meet expense, the County will bill the City for the amount

owed. If it is determined that the revenue exceeded expenses, then the County will apply the credit to the next budget year.

2. REVIEW: If the City determines during the time of this Agreement that they will no longer assess probation fees, the parties agree that the projected cost related to supervision services can be reviewed mid-agreement.

3. ADMINISTRATION: The County shall supervise the conditions of sentence imposed by the Municipal Court pursuant to the probation department's established practices and procedures. Nothing herein changes the authority of the City or probation department to determine its own practices and to follow its own procedures.

The County will coordinate a quarterly meeting with the cities who contract for supervision services to review areas of interest to the parties. (i.e caseload size, new initiatives or procedures, current case review, best practices related to community supervision etc.).

4. SUPERVISION SERVICES: The parties agree that the most effective way to continue consolidated Probation Services to reduce costs and provide better services is for District Court to continue providing probation supervision services to all individuals subject to probation supervision by order of the Municipal Court.

- a. The City shall continue to refer applicable probationers to Probation Services. However, nothing herein shall preclude the Municipal Court from conducting bench reviews in lieu of active probation on cases it deems appropriate.
- b. The County shall provide all necessary personnel, equipment, and facilities to perform the supervision services in the manner required by law and court rule. The County shall provide the City with notice of any changes that may impact the staffing and service levels applicable to City probationers.
- c. The County will supervise City probationers consistent with the judgment and sentence or other supervision order. This will include the collection of probation fees, if ordered, as the law allows.

5. NO THIRD-PARTY RIGHTS. This Agreement is entered into for the sole benefit of the District Court and the Municipal Court. It shall confer no benefits or rights, direct or indirect, on any third persons or entities. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

6. IMPLEMENTATION. The Presiding Judge of the Municipal Court and the Presiding Judge of the District Court shall be jointly responsible for implementation and proper administration of this Agreement.

7. INDEPENDENT CONTRACTOR. The District Court and the County understand and expressly agree that the County, the District Court and its employees, officials, and agents are not City or Municipal Court employees and shall make no claim of City or Municipal Court employment nor shall claim against the City or the Municipal Court any employment benefits, social security, and/or retirement benefits.

8. COMPLIANCE WITH LAW. All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including Administrative Rule for Courts of Limited Jurisdiction (ARJ) 11 regarding Misdemeanant Probation Departments.

9. LIABILITY.

- a. The City agrees to hold harmless, indemnify, and defend the County, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act or omission of the City, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- b. The County agrees to hold harmless, indemnify, and defend the City, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act and/or omission of the County, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- c. In the event that both the County and the City are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each part shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses including costs and reasonable attorney's fees.
- d. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of indemnification in any third party.
- e. Notwithstanding any provision to the Agreement, the terms of this section shall survive any expiration or termination of this Agreement.

10. TERMINATION. Termination of this Agreement by either party may be accomplished upon one year's written notice of the intent to terminate to the other party. At the termination of the Agreement, all pending probation cases, together with all relevant and necessary case files and records associated therewith, shall be transferred to the City.

11. INSURANCE. The County is insured by the Washington Counties Risk Pool. The City is a member in the Washington Cities Insurance Authority (WCIA), a self-insured municipal insurance pool.

- a. At all times during provision of the supervision services by Probation Services for Municipal Court probationers, Yakima County shall secure and maintain in effect insurance to protect the City from and against all claims, damages, losses, and expenses arising out of or resulting from the negligent performance or non-performance of this Agreement by Yakima County officials or employees. Yakima County shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.
- b. **Commercial General Liability Insurance.** Before this Agreement is fully executed by the parties, the County shall provide the City with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate (per project). The policy shall include employer's liability (Washington Stop Gap). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement.
- c. **Professional Liability Coverage.** Before this Agreement is fully executed by the parties, the County shall provide the City with a certificate of insurance as proof of professional liability coverage with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this Agreement.

12. INTEGRATION, SUPERSESSION AND MODIFICATION. This Agreement sets forth all of the terms, conditions and agreements of the parties relative to the subject matter hereof and

Such notices shall be deemed effective when mailed or hand delivered to the addresses specified above.

17. SURVIVAL. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

18. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

19. BINDING AUTHORITY. As presiding judges of the heretofore mentioned courts, the parties signing hereto have the power and authority to execute this agreement for consolidation of Probation Services and to bind the City of Grandview and the Yakima County District Court in performance thereof.

CITY OF GRANDVIEW

YAKIMA COUNTY

By: _____
Mayor Ashley Lara

By: _____
Alfred G. Schweppe, Presiding Judge

Date: _____

Date: _____

Attest:

Approved as to Form:

City Clerk

Deputy Prosecuting Attorney,
WSBA # _____

Approved as to form:

Date: _____

City Attorney

RESOLUTION NO. 2024-65

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A CONTRACT FOR INDIGENT DEFENSE
SERVICES WITH THE LAW OFFICE OF BECK AND PHILLIPS, PLLC**

WHEREAS, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

WHEREAS, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

WHEREAS, the City has contracted with the Law Office of Beck and Phillips, PLLC for indigent defense services since September 2012; and

WHEREAS, the current contract for indigent defense services with the Law Office of Beck and Phillips, PLLC has been renegotiated for an additional eighteen (18) months commencing January 1, 2025 through June 30, 2026 and

WHEREAS, the new contract for indigent defense services reflects a caseload limit, the reimbursement of costs for investigators and experts, compensation increase, warranty of public defender and quarterly reporting requirements;

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

The Mayor is hereby authorized to enter into a contract with the Law Office of Beck and Phillips, PLLC, for the provision of indigent defense services, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 26, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this 26th day of November 2024, by and between Law Office of Beck and Phillips, PLLC, of Prosser, Washington, hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 723 Sixth Street, Suite 100, Prosser, WA, 99350; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigents and other eligible persons in the Grandview Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court. The specific cases for which the Public Defender will be responsible will vary, but will be allocated by assignment by the Court of cases to the Public Defender. This assignment of cases is expected to equate to approximately 450 cases over the term of this agreement. The Public Defender's duties shall be fulfilled as required by the Court and by the Public Defender's professional obligation to his or her clients, which may extend to court appearances and other duties any day of the week. Such services shall include legal representations at all stages of the proceedings, including, but not limited to, representation at the time of arraignment or other initial court appearance for all indigent in-custody defendants, plea, change of plea, pre-trial motions, pre-trial conferences at court, jury and non-jury trials, post-trial motions, sentencings, probation revocation hearings, all proceedings in connection with deferred prosecutions, and competency hearings, all of which shall be the responsibility of the Public Defender. The Public Defender's duties shall not extend to appeals.

2. **Public Defender Availability.** Public Defender services may be required on all court dockets, and a defense attorney must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to persons who are in custody on such charges.

3. **Duty In Case of Conflict.** In the event that representation of a defendant creates a conflict of interest, such that the assigned Public Defender cannot represent the defendant, the Public Defender shall immediately inform the court so that the case may be transferred to another Public Defender. Public Defender shall not be required to compensate conflict counsel from the proceeds of this Agreement.

4. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel, telephones, law library, routine electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

5. **Investigators.** Public Defenders may retain investigators of the Public Defender's choosing as it deems necessary for the effective defense of indigent defendants. The City shall reimburse Public defender for the actual cost of investigative services. The City shall budget \$2,000 per calendar year for investigative services. If during the course of a year Public Defender determines that additional funds will be required, Public Defender shall notify the City in writing that investigative costs are reasonably anticipated to exceed \$2,000 for the year, and the City shall allocate additional funds for indigent defense services, provided said funds are available.

6. **Experts.** The Public Defender may apply to the court for expert witness services, or for other needs not anticipated in this Agreement, pursuant to the procedure outlined in CrRLJ 3.1(f). The City shall reimburse Public Defender for such costs as are approved and ratified by the court.

7. **Certified Court Interpreter Services.** The City shall budget \$5,000 per calendar year for certified court interpreter services.

8. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

B. Professional Liability Insurance

The Public Defender shall maintain or ensure that its professional employees and/or contractors maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

9. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK - EXHIBIT A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue

burden on the Public Defender's ability to provide the services required under this Agreement.

10. **Term and Renegotiation.** This Agreement shall commence on January 1, 2025 and run for eighteen (18) months, with a final expiration date of on June 30, 2026.

11. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in a total fixed-fee of the following amount, payable in equal monthly installments upon proper voucher for the same: \$205,000.

All payments shall be made to:

Law Office of Beck and Phillips, PLLC
723 Sixth Street, Suite 100
Prosser, WA 99350

12. **Expansion of Court Jurisdiction – Contingency.** In the event jurisdiction of the Grandview Municipal Court is extended to include juvenile misdemeanor offenses, or to cover diversion agreements with Yakima County, it is agreed that the rate of compensation provided in this Agreement shall be subject to renegotiation by the parties.

13. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

14. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

15. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

16. **Successors Bound.** Subject to the provisions of Section 14, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

17. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. An annual report shall be provided by the Public Defender on or before August 1 of each year. The report must include a statement of hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private cases, as the same may be required by RCW 10.101.050, as now exists or may be subsequently amended. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

18. **Warranty of Public Defender.** The Public Defender warrants that he or she had read: (1) the Public Defender Delivery Standards adopted by the City at Chapter 2.77, GMC; (2) the standards for indigent defense published by the Washington Supreme Court; and *Wilbur v. City of Mount Vernon* (W.D. Wash. 2013). In signing this agreement, the Public Defender warrants and promises that: (1) Public Defender will abide by the above-described standards, court rules and case law; (2) that this Agreement provides sufficient resources to meet the obligations of the above-described standards, court rules and case law; and (3) Public Defender will notify the City immediately if Public Defender fails to abide by the above-referenced standards, court rules or case law.

19. **Quarterly Report.** Public Defender shall provide a report to the City on a quarterly basis. The report shall document the number of open cases and whether any such cases are scheduled for trial. The report shall also document the number of cases closed in the quarter and the disposition of each. With respect to each open case, the report shall document: (1) the date Public Defender entered a notice of appearance; (2) the date of first client contact; (3) whether an investigator has been used; (4) whether motions have been filed; (5) whether expert witnesses have been retained; (6) whether a mental health evaluation was requested; and (7) the number of hours expended by Public Defender. The Public Defender shall provide such additional information as requested by the City subject to applicable privileges and ethics rules. The parties agree to meet and discuss the quarterly report at the request of the City. Quarterly reports shall be submitted to the City on the first day of January, April, July and October of each year.

20. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and contractors and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

21. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

22. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

23. **Non-discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

24. **Termination.** Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. In the event the Public Defender provides notice under this section, Public Defender shall provide indigent defense services in accordance with the terms set forth in this Agreement (including compensation) beyond the termination date and until the City obtains replacement indigent defense counsel. The City shall make good faith efforts to secure replacement indigent defense counsel. In the event the City provides notice under this subsection, the parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

25. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually

understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.

26. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Yakima, Washington.

27. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.

28. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this 26th day of November, 2024.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: _____
Mayor Ashley Lara
207 West Second Street
Grandview, WA 98930

By: Jordan Beck
Jordan Beck, WSBA #44069
723 Sixth Street, Suite 100
Prosser, WA 99350

ATTEST:

City Clerk

By: Christi Phillips
Christi Phillips, #44181
723 Sixth Street, Suite 100
Prosser, WA 99350

Dated: November 26, 2024

EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES** – The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.
2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.
 - B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files on each assigned defendant.
 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.
 - D. Timely interview defendants in custody anywhere in Yakima County.
 - E. Meet at least weekly with the Assigned Prosecutor to discuss pending matters.
 - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

3. COMPLAINTS

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.
- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.
- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.

EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.
- Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.
- Describe case procedures and timelines.
- Listen to client's questions and respond to them.
- Enable clients to candidly communicate with counsel.
- Facilitate agreements by realistically evaluating allegations and evidence with clients.
- Promptly communicate all offers of settlement.

Prepare cases well

- Conduct high quality, early case investigation.
- Conduct early case negotiations.
- Use discovery appropriately.
- Prepare for and participate in alternate resolution opportunities that may be available.
- Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.
- Draft well-researched and written motions and other legal memoranda and other documents.
- Competently and aggressively litigate hearings and trials if no agreement is reached.
- Appear at all court hearings with clients.

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- Explain the importance of obtaining court ordered treatment and/or counseling services to clients.
- Develop a thorough knowledge of the resources available.
- Explore with clients ways to effectively participate in court ordered treatment and/or counseling.
- Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.
- In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.

Prevent continuances and delays within attorney's control

- Treat all cases assigned to counsel with the highest priority.
- Avoid over scheduling whenever possible.
- Request continuances only if they are needed for substantive reasons.

ORDINANCE NO. 2024-25

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.140 TO PROVIDE
THAT THE CITY WILL NOT DISCONNECT UTILITY ACCOUNTS WHERE THE
DELINQUENT SUM IS LESS THAN \$30.00**

WHEREAS, Grandview Municipal Code Section 13.28.140(C) provides that when a delinquent utility account balance is not paid in full by the close of business on the due date stated on a notice of disconnection, the City shall disconnect water services from premises where service is provided; and,

WHEREAS, the City Council has determined that water services should not be disconnected in instances where the delinquent balance of the utility account does not exceed \$30.00;

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

Section 1. Grandview Municipal Code 13.28.140, which reads as follows:

13.28.140 Imposition of delinquency charge – Shutoff as method of enforcement.

A. Domestic water, sewer charges, irrigation assessments (except irrigation water only assessments), and garbage charges shall be collectible monthly and the charges and assessments shall be delinquent if unpaid at the close of the regular business day preceding the twenty-first day of the month following the billing date. Upon delinquency, the customer shall be assessed a penalty in the sum of 10 percent of the amount due and owing as disclosed by the billing for that month.

B. Irrigation water only assessments shall be collectible yearly and the assessments shall be delinquent if unpaid at the close of the regular business day preceding the first day of May of the same year in which the original billing was rendered. Upon delinquency, the irrigation water only customer shall be assessed a penalty in the sum of 10 percent of the amount due and owing as disclosed by the billing for that year.

C. As an additional and concurrent method of enforcing the lien of the city for irrigation assessments, domestic water, sewer, and garbage charges, the city shall impose a 24-hour notice of disconnection fee on all accounts that remain delinquent and require notice of disconnection at the close of business on the fourteenth day of the calendar month following the date of delinquency. The city will disconnect the water service from the premises where services are provided unless the delinquent balance (including the 24-hour notice of disconnection fee) is below \$20.00 on the close of business on the date stated on the notice of disconnection.

D. In the event the account balance exceeds \$20.00 on the close of business on the due date stated on the notice of disconnection, the public works director is authorized and directed, on the following regular business day, to disconnect the water

services from the premises where services are provided. Disconnection will be by removing or locking the water meter until all charges, plus penalties as stated in subsections A and C of this section, together with the turn-on fee for reconnecting the domestic water, are paid. Upon payment in full, reconnection will occur between 1:00 p.m. and 4:00 p.m. on the date of disconnection.

E. In the event the customer protests his or her billing statement to the city clerk within the 14-day period, an additional three-day period from the date of protest shall be granted during which time the validity or invalidity of such protest shall be determined by the city clerk. During that period if the city determines that such billing is valid and remains unpaid, the city shall turn off the customer's domestic water as provided for in this section.

is hereby amended to read as follows:

13.28.140 Imposition of delinquency charge – Shutoff as method of enforcement.

A. Domestic water, sewer charges, irrigation assessments (except irrigation water only assessments), and garbage charges shall be collectible monthly and the charges and assessments shall be delinquent if unpaid at the close of the regular business day preceding the twenty-first day of the month following the billing date. Upon delinquency, the customer shall be assessed a penalty in the sum of 10 percent of the amount due and owing as disclosed by the billing for that month.

B. Irrigation water only assessments shall be collectible yearly and the assessments shall be delinquent if unpaid at the close of the regular business day preceding the first day of May of the same year in which the original billing was rendered. Upon delinquency, the irrigation water only customer shall be assessed a penalty in the sum of 10 percent of the amount due and owing as disclosed by the billing for that year.

C. As an additional and concurrent method of enforcing the lien of the city for irrigation assessments, domestic water, sewer, and garbage charges, the city shall impose a 24-hour notice of disconnection fee on all accounts that remain delinquent and require notice of disconnection at the close of business on the fourteenth day of the calendar month following the date of delinquency. The city will disconnect the water service from the premises where services are provided unless the delinquent balance (including the 24-hour notice of disconnection fee) is below **\$30.00** on the close of business on the date stated on the notice of disconnection.

D. In the event the account balance exceeds **\$30.00** on the close of business on the due date stated on the notice of disconnection, the public works director is authorized and directed, on the following regular business day, to disconnect the water services from the premises where services are provided. Disconnection will be by removing or locking the water meter until all charges, plus penalties as stated in subsections A and C of this section, together with the turn-on fee for reconnecting the domestic water, are paid. Upon payment in full, reconnection will occur between 1:00 p.m. and 4:00 p.m. on the date of disconnection.

E. In the event the customer protests his or her billing statement to the city clerk within the 14-day period, an additional three-day period from the date of protest shall be granted during which time the validity or invalidity of such protest shall be determined by the city clerk. During that period if the city determines that such billing is valid and remains unpaid, the city shall turn off the customer's domestic water as provided for in this section.

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 November 26, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 11/27/24
EFFECTIVE: 12/02/24

ORDINANCE NO. 2024-26

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

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

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

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

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 26, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 11/27/24
EFFECTIVE: 12/02/24

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
Current Expense Fund					
Original 2024 Budget	768,735	7,085,705	7,785,280	69,160	7,854,440
Amendment Amount			5,000	(5,000)	-
Amended Total	768,735	7,085,705	7,790,280	64,160	7,854,440
Street Fund					
Original 2024 Budget	365,390	6,322,700	6,509,630	178,460	6,688,090
Amendment Amount		61,300	61,300	-	61,300
Amended Total	365,390	6,384,000	6,570,930	178,460	6,749,390
NW Grandview Infrastructure Fund					
Original 2024 Budget	-	100,000	100,000	-	100,000
Amendment Amount		900,000		900,000	900,000
Amended Total	-	1,000,000	100,000	900,000	1,000,000
Solid Waste Fund					
Original 2024 Budget	691,365	1,324,525	1,623,410	392,480	2,015,890
Amendment Amount			20,000	(20,000)	-
Amended Total	691,365	1,324,525	1,643,410	372,480	2,015,890

RESOLUTION NO. 2024-66

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A 2025 MARKETING SERVICES
AGREEMENT WITH PIXELSOFT FILMS**

WHEREAS, the City wishes to engage the services of Pixelsoft Films to prepare a 2025 Marketing Support Services package for the City of Grandview; and,

WHEREAS, Pixelsoft Films wishes to provide services to prepare a 2025 Marketing Support Services package for the City of Grandview,

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

The Mayor is hereby authorized to sign a 2025 Marketing Services Agreement with Pixelsoft Films in the total amount of \$24,800, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 26, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**2025 Marketing Services
Proposal**

City of Grandview

207 West Second Street
Grandview, WA 98930

November 7, 2024

Prepared for:

City of Grandview

Prepared by:

Stephanie Hansen

PIXELSOFT FILMS
MOTION | MARKETING | DESIGN | PROGRAMMING

503 W. Columbia Dr. Ste.130, Kennewick, WA 99336
(509) 783-7919 www.pixelsoftfilms.com

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PIXELSOFT FILMS

MOTION | MARKETING | DESIGN | PROGRAMMING

PO Box 6871
Kennewick, WA 99336
(509) 783-7919

503 W. Columbia Dr. Ste.130 | Kennewick, WA 99336 | www.pixelsoftfilms.com | FAX 509-783-7911

Proposal: 2025 City of Grandview Marketing Support Services package

Scope of Work: PIXELSOFT FILMS (PSF) will collaborate with the City of Grandview to develop marketing collateral and update some existing materials including current website video. PSF will prepare print and digital ads (for social media) highlighting existing businesses quarterly. The goal will be to spur further economic development, feature current businesses, and build community engagement. PSF will develop a cohesive branding look across marketing collateral and serve as a media agency for distribution.

Breakdown of Services:

- Work with City of Grandview on collateral branding, scheduling, and needs.
- Create a cohesive look and feel of print and digital graphics including flyers for legislative events, Truck Plaza, and trade shows (including the ReCon Conference).
- Design quarterly print and social ads highlighting new businesses.
- Prepare press releases for City of Grandview review and distribute to media outlets.
- Prepare graphics and collateral in Spanish if needed.
- Collaboration with the City of Grandview on projects, reviews, social media campaigns, and media placement via Basecamp project management software.
- In-person and online meetings as needed.
- Update the existing videos on the City of Grandview website with relevant content including new scripting, voiceover, and footage.
- Spring and Fall photography/video shoots at City of Grandview, locations TBD.
- Some PSF existing footage and images may be used with some media provided by client.
- Finalize approved files for both print and digital.

Cost: \$24,800.00* for services through December 31, 2025

*Pricing does not include any printing costs or advertising placement fees.

Payment Arrangement: \$6,200.00 invoiced quarterly throughout 2025.

Stephanie Hansen
PIXELSOFT FILMS
stephanie@pixelsoftfilms.com

RESOLUTION NO. 2024-67

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 2 WITH C&E
TRENCHING, LLC FOR THE OLD INLAND EMPIRE HIGHWAY (WELCH)
SANITARY SEWER IMPROVEMENTS**

WHEREAS, the City of Grandview has contracted with C&E Trenching, LLC, as the contractor for the Old Inland Empire Highway (Welch) Sanitary Sewer Improvements; and,

WHEREAS, the City discovered a sinkhole caused by an undermined sanitary sewer segment on S. Division Street; and,

WHEREAS, Change Order No. 2 compensates the Contractor for emergency sanitary sewer repairs completed on S. Division Street, extending the project completion time by 16 days,

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

The Mayor is hereby authorized to sign Change Order No. 2 in the amount of \$130,298.73 with C&E Trenching, LLC, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 26, 2024.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHANGE ORDER NO. 2



DATE:
 PROJECT OWNER: City of Grandview
 PROJECT NAME: Old Inland Empire Highway (Welch) Sanitary Sewer Improvements
 HLA PROJECT NO.: 23157C
 CONTRACTOR: C&E Trenching, LLC

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

Original Contract Price (Including Applicable Sales Tax):	\$	1,202,777.64
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$	1,053,020.52
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$	130,298.73
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$	1,183,319.25

Original Contract Completion Date:	Monday, August 26, 2024
Current Contract Completion Date Adjusted by Non-Working Days and/or Previous Change Order(s):	Friday, October 11, 2024
Change in Contract Working Days due to this Change Order:	16
Revised Contract Completion Date:	Tuesday, November 5, 2024

CONTRACTOR: Wayne Richardson
Digitally signed by Wayne Richardson
 DN: cn=Wayne Richardson, o=C&E Trenching, LLC, ou=Estimating,
 email=Wayne@candetrenching.com, c=US
 Date: 2024.11.14 13:17:32 -08'00'

Date: 11-14-24

ENGINEER:
 Michael Uhlman
 2024.11.21 07:23:16-08'00'

Date: 11-21-24

OWNER: _____

Date: _____



CHANGE ORDER NO. 2



DATE:
 PROJECT OWNER: City of Grandview
 PROJECT NAME: Old Inland Empire Highway (Welch) Sanitary Sewer Improvements
 HLA PROJECT NO.: 23157C
 CONTRACTOR: C&E Trenching, LLC

ITEM NO.	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHANGE AMOUNT
CHANGE ORDER NO. 2					
38	Division Street Emergency Sewer Repair	FA	1	\$ 117,230.17	\$ 117,230.17
39	Additional Daily Traffic Control	DAY	16	\$ 213.55	\$ 3,416.80
SUBTOTAL					\$ 120,646.97
SALES TAX @ 8%					\$ 9,651.76
CHANGE ORDER NO. 2 TOTAL:					\$ 130,298.73

CHANGE ORDER DESCRIPTION:

Change Order No. 2 compensates the Contractor for emergency sanitary sewer repairs completed on S. Division Street, extending the project completion time by 16 days. The repairs were executed through force account due to the urgent nature of the work. Payment for this work was carefully documented and quantified under the force account provisions of the contract, as directed by the Engineer.

On August 21, 2024, the City of Grandview discovered a sinkhole caused by an undermined sanitary sewer segment on S. Division Street. After initial repairs to this segment, further investigation revealed extensive deterioration along the entire segment. The proposed improvements included replacing two manholes and installing approximately 500 linear feet of new sewer pipe.