



# CITY OF SUNNYSIDE CITY COUNCIL WORKSHOP AGENDA

Monday  
January 7, 2019  
6:30 PM

**Mayor Julia Hart**  
**Deputy Mayor Francisco Guerrero**  
**Councilmembers:**  
**Dean Broersma, John Henry,**  
**Craig Hicks, Jim Restucci and**  
**Ron Stremler**  
CityCouncil@sunnyside-wa.gov  
www.sunnyside-wa.gov

All meetings are held in the Council Chambers at the  
Sunnyside Law & Justice Center  
401 Homer Street, Sunnyside, WA, unless otherwise noticed.

“Appearances” is the time set aside for members of the public to speak to the City Council.  
If you wish to speak, please consider the following points:  
(1) speak audibly into the podium microphone, (2) state your name and city of residence for the record, and  
(3) limit your comments to three minutes.  
Please note: The Council does not usually respond to comments during the meeting.

## CALL TO ORDER – ROLL CALL

### 1. ACTIVE AGENDA:

- A. Tiny Houses Discussion
- B. Marijuana Ordinance Discussion
- C. Community Development Ordinance Discussion
- D. Ambulance Services Interlocal Agreement Discussion
- E. Ambulance Utility Rate Ordinance  
Consider adopting an ordinance amending and correcting ordinance 2018-09.
- F. Stackhouse Bridge Replacement Project – Bid Award  
Consider accepting a bid from Highmark Concrete Contractors to replace the bridge located on Stackhouse Drive and authorize the City Manager to execute any and all documents related to this project.

### 2. ADJOURN

## **17.67 Marijuana Control**

### **17.67.010 Authority**

A. The provisions of subsection 17.67 are implemented pursuant to Initiative-502 under the authority of RCW 69.51A.140.

### **17.67.020 Purpose**

A. The purpose of this subsection is to further clarify the provisions of Initiative-502 and RCW 69.51A.140 as it pertains to the use of land within the City, and to establish where recreational marijuana producers, processors and retail outlets may locate in the City, and to describe the restrictions upon such uses.

### **17.67.030 Definitions**

The definitions in this section apply throughout this Chapter, and the City also adopts the definitions in WAC 314-55-010 and RCW 69.50.101.

A. "Child Care Center" means an entity that regularly provides child day care and early learning services for a group of children for periods of less than twenty-four hours licensed by the Washington State Department of Early Learning, under chapter 170-295 WAC.

B. "Church" means a building that provides a place for public worship of god or a religious service.

C. "Cultivation" means the planting, growing, harvesting, drying or processing of marijuana plants or any part thereof.

D. "Elementary School" means a school for early education that provides the first four to eight years of basic education and is recognized by the Washington State Superintendent of Public Instruction.

E. "Game Arcade" means an entertainment venue featuring primarily video games, simulators, and/or other amusement devices where persons under twenty-one years of age are not restricted.

F. "Indoors" means within a fully enclosed and secure structure that complies with the Washington State Building Code, as adopted by the City, that has a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as 2" by 4" or thicker studs overlain with 3/8" or thicker plywood or equivalent materials. Plastic sheeting, regardless of gauge, or similar products do not satisfy this requirement.

G. "Library" means an organized collection of resources made accessible to the public for reference or borrowing supported with money derived from taxation.

H. "Marijuana" means all parts of the plant Cannabis, whether growing or not, with a THC concentration greater than 0.3 percent on a dry weight basis; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin. For the purposes of this Ordinance, "cannabis" or "marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake, or the sterilized seed of the plant which is incapable of germination.

I. "Outdoors" means any location that is not "indoors" within a fully enclosed and secure

structure as defined herein.

J. "Playground" means a public outdoor recreation area for children, usually equipped with swings, slides and other playground equipment, owned and/or managed by a city, county, state or federal government.

K. "Process" means to handle or process cannabis in preparation for medical or recreational use.

L. "Produce or Production" means to manufacture, plant, grow or harvest cannabis or marijuana.

M. "Public Park" means an area of land for the enjoyment of the public, having facilities for rest and/or recreation, such as a baseball diamond or basketball court, owned and/or managed by a city, county, state, federal government or metropolitan park district. Public park does not include trails or plazas.

N. "Public Transit Center" means a facility located outside of the public right of way that is owned and managed by a transit agency or city, county, state or federal government for the express purpose of staging people and vehicles where several bus or other transit routes converge. They serve as efficient hubs to allow bus riders from various locations to assemble at a central point to take advantage of express trips or other route to route transfers.

O. "Recreation center or facility" means a supervised center that provides a broad range of activities and events intended primarily for use by persons under twenty-one years of age, owned and/or managed by a charitable nonprofit organization, city, county, state or federal government.

P. "Retail, Marijuana" means the activity of selling usable marijuana and marijuana-infused products in a retail outlet.

Q. "Retail outlet" means a location licensed by the State Liquor Control Board for the retail sale of useable marijuana and marijuana-infused products.

R. "Secondary School" means a high and/or middle school: A school for students who have completed their primary education, usually attended by children in grades seven to twelve and recognized by the Washington State Superintendent of Public Instruction.

S. "Useable cannabis or usable marijuana" means dried flowers of the *Cannabis* plant. The term "usable cannabis or usable marijuana" does not include marijuana-infused products or cannabis products.

#### **17.67.040 Marijuana Production**

A. The cultivation of marijuana is considered to be production of a product for resale. Production of marijuana is limited to the M-1 and M-2 industrial zoning districts wherein manufacturing uses are permitted.

B. All marijuana production shall occur within indoor facilities. Outdoor production as may be permitted by the State is expressly prohibited by this subsection.

#### **17.67.050 Marijuana Processing**

A. The processing of marijuana is considered to be a manufacturing activity. Processing of marijuana and marijuana products is limited to the M-1 and M-2 industrial zoning districts wherein manufacturing and industrial processing uses are permitted.

#### **17.67.060 Retail Marijuana Sales**

A. The sale of marijuana is a retail activity. Sale of marijuana is limited to the B-2 General Commercial and M-1 Light industrial zoning districts wherein retail uses are permitted.

**17.67.070 Locational Criteria**

A. No recreational marijuana producer, processor or retail outlet may locate within one thousand (1,000) feet of any of the following:

1. Elementary or secondary school;
2. Playground;
3. Recreation center or facility;
4. Child care center;
5. Public park;
6. Public transit center;
7. Library;
8. Any game arcade (where admission is not restricted to persons age twenty-one or Older;
9. Church; or
10. Any property zoned R-1, R-2, R-3, or URA

B. The distances described above shall be computed as straight line measurements as conducted by the City utilizing the best available data in the City's Geographic Information System.

C. The subsequent establishment of a use listed in Sec. 17.67.070.A within 1,000 feet of a legally established and licensed marijuana producer, processor, or retail outlet shall not render the marijuana producer, processor, or retail outlet non-conforming in regard to location under this ordinance.

**17.67.080 No City Liability – Indemnification**

A. By accepting a permit issued pursuant to this Chapter, the licensee waives and releases the City, its officers, elected officials, employees, volunteers and agents from any liability for injuries, damages, or liabilities of any kind that result from any arrest or prosecution of business owners, operators, employees, clients or customers for a violation of federal, state or local laws and regulations.

B. By accepting a permit issued pursuant to this Chapter, all licensees, jointly and severally, if more than one, agree to indemnify, defend and hold harmless the City, its officers, elected officials, employees, volunteers and agents, insurers and self-insurance pool against all liability, claims and demands on account of any injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever arising out of or in any manner connected with the operation of the recreational marijuana business that is the subject of the license.

**17.67.090 Limitations**

A. Nothing in this code subsection is intended to be, nor should be considered to be, an allowance for less restricted activity that is permitted by State law and the rules and regulations of the Liquor Control Board.

B. Nothing in this code subsection is intended to be, nor should be considered to be, a limitation on the City from protesting the granting of a permit(s) or the renewal of a permit(s).

C. No part of this Ordinance is intended to or shall be deemed to conflict with federal law, including but not limited to, the Controlled Substances Act, 21 U.S.C. Section 800 *et seq.*, the Uniform Controlled Substances Act (chapter 69.50 RCW) nor to otherwise permit any activity that is prohibited under either Act, or any other local, state or federal law, statute, rule or regulation. Nothing in this Ordinance shall be construed to supersede Washington state law prohibiting the acquisition, possession, manufacture, sale or use of medical cannabis or recreational marijuana in any manner not authorized by chapter 69.51A RCW or chapter 69.50 RCW. Nothing in this Ordinance shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or that creates a nuisance, as defined herein.

DRAFT

# DRAFT

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

**THIS INTERLOCAL COOPERATION AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_ 2019, between the City of Sunnyside (“Sunnyside”), a Washington Municipal Corporation, and the City of Grandview (“Grandview”), a Washington Municipal Corporation, both located in Yakima County, as authorized by Chapter 39.34 of the Revised Code of Washington, for the provision of emergency medical transport services.

**WHEREAS**, Sunnyside is licensed by the State of Washington to provide emergency medical transport services to residents within Sunnyside and surrounding region pursuant to Yakima County EMS and Trauma Care Council guidelines; and

**WHEREAS**, Sunnyside complies with all federal, state and local laws and regulations to continually participate in Medicare, Medicaid, TRICARE, and other federal and state healthcare programs; and

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

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

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

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

1. **Purpose.** The purpose of this agreement is to allow Sunnyside to provide ambulance services within the Grandview city limits.

2. **Responsibilities of the City of Sunnyside.** Sunnyside shall provide twenty-four (24) hour per day ambulance service to the City of Grandview which will consist of a 12-hour shift stationed in Grandview and a 12-hour shift responding from Sunnyside. Sunnyside shall

make available the necessary emergency medical transport vehicles (ambulances), equipment, and personnel to respond within Grandview to requests for emergency medical transport services. Sunnyside shall use all reasonable means to provide for a prompt response with sufficient vehicles, equipment and personnel to respond to requests for emergency medical transport services and other fire department related emergencies as may be requested, provided services fall within the training, certification, and job description of its employee(s) and volunteer(s).

Sunnyside shall provide Grandview with a quarterly report on the first day of January, April, July and October of each year this agreement remains in effect. Each quarterly report will include the number of calls originating within Grandview.

**3. Responsibilities of the City of Grandview.** Grandview shall pay a monthly fee assessed by Sunnyside in the amount of \$10,880.00, to be used to support the cost of adding additional staff. Payment will be due and payable at the first of each month preceding services. Any payment not made by the 10<sup>th</sup> of each month shall incur a late fee of 1.5 percent per month interest until paid. Sunnyside shall provide a monthly courtesy statement to Grandview.

The monthly fee established herein is subject to change due to any increase or decrease in funding from outside sources.

The City of Grandview may provide suitable quarters for an ambulance and ambulance personnel at the City of Grandview Fire Department or other location as deemed appropriate by both parties for every hour that Grandview desires the presence of an ambulance and crew within its municipal boundaries. Said quarters, whether temporary or permanent in structure shall include fully furnished living area, bathroom facilities with showers, kitchen, and sleeping rooms as well as ample heated garage space for the apparatus and accompanying equipment. Quarters shall be approved by Sunnyside.

The parties understand that no such facility currently exists and that Grandview, if it desires 24-hour staffing of ambulance personnel, will have to locate a suitable location, design, and then remodel or build the facility. During the interim period, services will be provided as identified in Section 2.

**4. Cost of Service.** Until 24-hour staffing is established in Grandview for the calendar year 2019, the annual cost of service is \$602,565 as outlined in Exhibit "A" attached hereto and incorporated herein by reference. Said fee, and the fee assessed in each subsequent year of this Agreement, shall be paid in twelve monthly installments in accordance with Section 3 of this Agreement.

It is neither the intent of neither Sunnyside nor Grandview to annually negotiate the terms of this Agreement. The parties however recognize that the costs of services pursuant to this Agreement may change over time. In the event either Sunnyside or Grandview seek to change the fee assessed pursuant to this Agreement or the level of services, each party shall first notify the other

in writing of its intent to do so, and of the reasons for the proposed change, no later than the first day of September the preceding year. If either party objects or for other reasons disagrees with the proposed change, the objecting party shall notify the initiating party in writing within thirty (30) days after receiving notice. The parties shall undertake good faith efforts to resolve any dispute as to an increase or decrease in fees assessed pursuant to this Agreement. In the event the parties are not able to resolve their disagreement, said disagreement shall be resolved by way of binding arbitration to occur no later than the last day of November as set forth in Section 15 of this Agreement, provided that each party shall bear its own costs and the costs and fees of the arbitrator shall be shared equally by the parties. Any fee or service increase or decrease implemented pursuant to this Agreement shall become effective on the first day of January the subsequent year.

5. **Term.** This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 and continue until December 31, \_\_\_\_\_. This Agreement shall automatically renew for one additional \_\_\_\_\_-year terms after the initial term unless terminated by either party.

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

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

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

8. **Termination/Modification.** Any Party hereto may terminate this Agreement upon written notice either personally delivered or mailed postage-prepaid by certified mail not less than six months nor greater than 12 months.

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

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

Failure to cure the breach or contest the alleged breach within 30 days shall be deemed a material breach of this Agreement and shall enable the non-breaching party to unilaterally terminate this Agreement upon written notice of termination via certified mail to the breaching party. Termination shall be effective upon receipt of said notice.

In the event of such termination Grandview shall pay Sunnyside for all services provided up to the date of termination. Sunnyside shall refund any payments made for services which have not been provided.

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

**11. Interlocal Cooperation Act Provision.** Each party will use its own vehicles, equipment, inventory and personnel for their respective performances under the terms of this Agreement unless otherwise provided herein, which shall remain the sole property and responsibility of each respective party. All personnel utilized by Sunnyside and Grandview in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the respective entity and shall not be construed as "loan servants" or employees of the other party. No special funds or budgets are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of any real or personal property anticipated. The respective fire chiefs from the City of Sunnyside and City of Grandview shall cooperatively, through mutual agreement of both parties, determine appropriate response, operational, and related policies and procedures to automatically assist and facilitate the intent of this ILA through memorandum of understanding with notice to and consent from each City's respective administrator as listed in Section 12 of this Agreement. Such MOU may be periodically updated and amended as necessary to meet the public safety needs of each City without invalidating this Agreement.

**12.** The City of Sunnyside's City Manager along with the City of Grandview's City Administrator shall be designated as the Administrators of this Interlocal Cooperation Agreement.

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

**13. Anti-Discrimination.** The Parties agree that they shall not discriminate against any worker, employer, or applicant, or any member of the public or otherwise commit an unfair employment practice, as specified in Chapter 49.60 RCW.

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

determine to accept notice via email.

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

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

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

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

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

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

**CITY OF SUNNYSIDE**

**CITY OF GRANDVIEW**

By: \_\_\_\_\_  
Martin Casey, City Manager

By: \_\_\_\_\_  
Mayor Gloria Mendoza

**ATTEST:**

**ATTEST:**

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

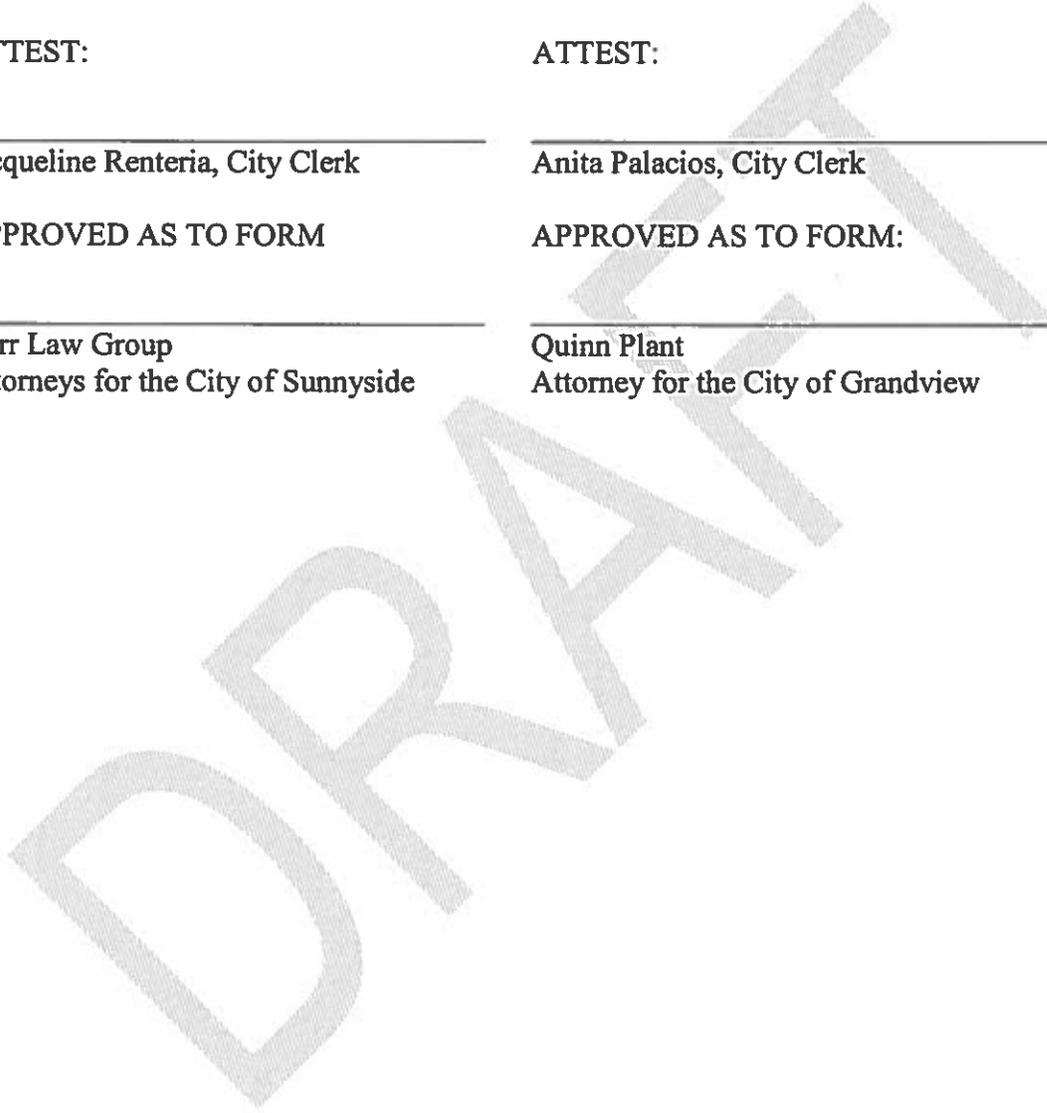
\_\_\_\_\_  
Anita Palacios, City Clerk

**APPROVED AS TO FORM**

**APPROVED AS TO FORM:**

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

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





Proposal to provide ambulance transport service to City of Grandview beginning January 2019

**PROJECTED ANNUAL OPERATIONAL COSTS: Year 1**

Annual Payroll:

Full Time Payroll & Benefits (4 FTE @ 24/48 pursuant to IAFF 3542 CBA)	\$379,820
Part Time / Backfill Payroll & Benefits (Washington Initiative 1433 compliant)	\$130,910
Unforseen OT 1.5% (is historically 5%)	\$7,661
<b>Subtotal Annual Payroll:</b>	<b>\$518,391</b>

Annual Professional Services:

Insurance - Personnel (included in payroll) / Vehicle under SSFD umbrella if owned)	<b>TBD</b>
Legal Fees - TBD via interlocal agreement	<b>TBD</b>
DOH Ambulance Licensing Fees -	<b>SFD</b>
EMS Billing Services @ 7% of collected	\$10,584
LVFD Dispatch Fees	\$40,000
Vehicle Maintenance Services	\$5,200
Annual DOT Physicals	\$810
<b>Subtotal Annual Professional Services:</b>	<b>\$56,594</b>

Annual Training & Consumable Supplies:

Personnel Uniforms 2 sets annually	\$6,505
Annual NFPA / OSHA / EMS Training and ConEd	\$7,500
Zoll Maintenance Fees	\$1,100
Fuel & Oil	\$9,500
EMS Disposable Equipment & Supplies	\$2,975
<b>Subtotal Annual Training &amp; Consumable Supplies:</b>	<b>\$27,580</b>

**TOTAL PROJECTED ANNUAL OPERATIONAL COSTS:** **\$602,565**

**PROJECTED REVENUE & OFFSETS:**

Astria Hospital Good Will	\$215,000
EMS Billing for estimated 800 calls annually @ \$189/each	\$151,200
EMS Levy on estimated 672 calls (includes 5% estimated increased call volume 2017)	\$97,440
<b>Subtotal Projected Revenue &amp; Offsets before City contribution</b>	<b>\$463,640</b>

Annual Projected Shortfall:	\$140,000
Sunnyside acceptance of 24% of annual shortfall (partial 4th FTE)	-\$33,925
Grandview acceptance of 76% of annual shortfall (break even)	\$105,000
25% share purchase of M37 (to allow ERF creation)	\$26,023

**Grandview initial cost of operations** **\$126,023**

## ORDINANCE 2019 - \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SUNNYSIDE, WASHINGTON AMENDING AND CORRECTING ORDINANCE 2018-09 AMENDING SECTION 13.32.080 OF THE SUNNYSIDE MUNICIPAL CODE PERTAINING TO BASE UTILITY CHARGES FOR THE AMBULANCE UTILITY**

**WHEREAS**, the City Council of the City of Sunnyside has previously adopted ordinances establishing the Sunnyside ambulance utility codified at former Chapter 13.32 of the Sunnyside Municipal Code; and

**WHEREAS**, Chapter 13.32 of the Sunnyside Municipal Code was repealed by Ordinance 2015-7, and its provisions were substantially recodified by that same ordinance as Chapter 7.04 of the Sunnyside Municipal Code; and

**WHEREAS**, Ordinance 2018-09 was adopted by City Council on November 13, 2018, and became effective on November 18, 2018; and

**WHEREAS**, errors in drafting Ordinance 2018-09 caused that ordinance to erroneously amend the now-repealed Section 13.32.080 of the Sunnyside Municipal Code, which has been substantially recodified as Section 7.04.080 of the Sunnyside Municipal Code; and

**WHEREAS**, the City Council now desires to amend Ordinance 2018-09 *nunc pro tunc*, i.e., to correct the errors in drafting that upon adoption of this Ordinance will have the same legal force and effect as if made at the time when made, i.e., upon the effective date of Ordinance 2018-09 on November 18, 2018; and

**WHEREAS**, the City Council has inherent authority to amend its ordinances under these circumstances, which will have retroactive legal effect upon the adoption of this Ordinance.

**NOW, THEREFORE, the City Council of the City of Sunnyside, Washington,  
do ordain as follows:**

**Section 1.** Section ~~13.32.080~~ 7.04.080 of the Sunnyside Municipal Code entitled “Base utility charge” is hereby amended to read as follows:

~~13.32.080~~ 7.04.080 Base utility charges.

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

1. The rate attributable to availability costs of the utility shall be uniformly applied across all user classifications within the city utility zone.

2. The rate attributable to the demand costs shall be established and billed to each user classification based on each users classification’s burden on the utility.

3. The base utility charge shall be collected and enforced in the same manner and with the procedures established for city utilities including, but not limited to, water, sewer and garbage utilities.

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

1. Residential units. Each residential unit shall be assessed a monthly base utility charge in the amount of \$16.56.
2. Commercial businesses and industries. Each commercial business shall be assessed a monthly base utility charge in the amount of \$16.56 for each “equivalent residential unit (ERU)” computed as follows. The ERU shall be calculated by dividing the total number of employees employed by such business or industry, up to a maximum of 200 employees, by the number representing the average “household size” of residential and housing units within the City (as published from time to time by the Office of Financial Management of the State of Washington). (Note: For purposes of initial calculation, the household size is 3.6 persons per household according to current OFM calculations. The total number of employees would thus be divided by 3.6, and the resulting number multiplied by \$16.56 to equal the base utility charge; provided, however, that a church shall not be assessed a base utility charge greater than \$16.56.

3. Hotels/Motels. Each hotel/ motel shall be assessed a monthly base utility charge based on the total number of rooms assuming a 1.5 occupancy per room average. The total number of rooms per hotel/motel will be multiplied by 1.5 the average occupancy factor then divided by the ERU (3.6). This product will then be multiplied by the annual average of occupied rooms of 48%.
4. Assisted living and Nursing Homes. Any nursing home or rest home which is licensed by the state of Washington or adult family home or assisted living facility shall be billed based upon the number of rooms per facility. Those rooms occupied by residents whom are Medicaid eligible shall be exempt from this calculation. The number of residential units shall be based upon the number of residential units authorized for the facility by the governmental agency having jurisdiction over such matters.
5. Adjustment of Base Utility Rate. The base utility rate may be adjusted annually by the City Manager to reflect adjustments or changes in maintenance and operations costs of the ambulance utility; provided, however, that no annual increase shall exceed six percent without prior approval of the City Council. In the event such rate is modified, the City Manager shall post the new rate at the offices of City Hall and the offices of the Sunnyside Fire Department

and may distribute or publish such new rate as deemed appropriate to advise the public.

6. Medicaid adjustment. As provided by ~~SMC 13.32.080~~ this section, the base rate established above shall be adjusted for persons who are Medicaid eligible and who reside in a nursing home, boarding home, adult family home, or receive in-home services. Any customer seeking an exemption from the utility fee must file a written Medicaid exemption application to the Finance Director. Medicaid eligibility will be verified before an exemption is granted.

- C. Emergency Medical Services and Ambulance Fund. All base utility charge revenues collected pursuant to this chapter shall be deposited by the City into the Emergency Medical Services and Ambulance Fund. Such revenues shall be used solely for the operation, maintenance and capital needs of the ambulance service utility and emergency medical services provided thereby.

**Section 2.** Except as amended herein, the provisions of Chapter ~~13.32~~ 7.04 of the Sunnyside Municipal Code shall remain unchanged.

**Section 3.** This Ordinance shall be effective five days after passage, approval and publication as required by law, and the utility rates adopted herein shall apply to the first billing issued in January 2019 and all subsequent billings.

**PASSED** by the City Council of the City of Sunnyside, Washington at its regular meeting on the 7<sup>th</sup> day of January 2019 and signed in authentication of its passage.

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Julia Hart, Mayor

**ATTEST:**

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Jacqueline Renteria, City Clerk

**APPROVED AS TO FORM:**

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KERR FERGUSON LAW  
Attorneys for the City of Sunnyside



**MEETING DATE:** January 7, 2019

**SUBMITTED BY:** Shane Fisher – PW Director

**APPROVED FOR AGENDA:** Shane Fisher  
Interim City Manager

A handwritten signature in black ink, appearing to read "S. Fisher", is written over a horizontal line.

\_\_\_\_\_  
Date

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**SUBJECT: Recommendation of Award - Stackhouse Bridge Replacement Project**

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**FISCAL IMPACT:**

**BUDGETED:** \$1,160,000.00

**APPROPRIATED:** \$669,555.50

**FUND: 101.595.30.60.100**

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**RECOMMENDATION:**

Authorize the City Manager to execute any and all documents and contract with Highmark Concrete Contractors, LLC to replace the bridge located on Stackhouse Drive in the amount of \$669,555.50.

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**SUMMARY:**

On February 13, 2017, City Council authorized the City Manager to submit an application for grant funding through the Washington State Department of Transportation (WSDOT) to replace the bridge.

In November of 2017, the City was notified by WSDOT that we were successful in obtaining grant funding for the Stackhouse Bridge replacement.

On December 20, 2018, the City opened sealed bids from (6) contractors to replace the Stackhouse Bridge. The engineers estimate was \$721,166.00, and the low bid was submitted by Highmark Concrete Contractors, LLC with a bid of \$669,555.50.

**Attachments**

Recommendation of Award/ Bid Tabulation

December 21, 2018

City of Sunnyside  
818 East Edison Avenue  
Sunnyside, WA 98944

Attn: Shane Fisher  
Interim City Manager

Re: City of Sunnyside  
SUNNYSIDE AVENUE NO. 4 BRIDGE REPLACEMENT  
Fed. Aid Project No.: BRM-6332(004)  
HLA Project No.: 17198  
Recommendation of Award

Dear Mr. Fisher:

The bid opening for the above referenced project was held at Sunnyside City Hall at 1:00 p.m. on Thursday, December 20, 2018. A total of six (6) bids were received with the low bid of \$669,555.50, being offered by Highmark Concrete Contractors, LLC, of Buckley, Washington. This low bid is approximately seven (7) percent below the Engineer's Estimate of \$721,166.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Sunnyside award a construction contract to Highmark Concrete Contractors, LLC, in the amount of \$669,555.50, contingent on Washington State Department of Transportation approval. Please send us a copy of the City of Sunnyside Council minutes authorizing award of this project.

Enclosed are copies of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,



Michael D. Uhlman, PE

MDU/crf

Enclosures

Copy: Bill Preston, PE, WSDOT Local Programs (Email)  
Caroline Fitzsimmons, HLA  
Rachelle Pacsuta, HLA

BID SUMMARY						BIDDER #1		BIDDER #2		BIDDER #3	
<b>Owner:</b> CITY OF SUNNYSIDE <b>Project:</b> SUNNYSIDE AVENUE NO. 4 BRIDGE REPLACEMENT <b>HLA Project No.:</b> 17198 <b>Bid Opening Date:</b> December 20, 2018						Highmark Concrete Contractors, LLC P.O. Box 1713 Buckley, WA 98321		Razz Constuction, Inc. 4055 Hammer Drive Bellingham, WA 98226		Cascade Bridge, LLC 14215 NW 3rd Court Vancouver, WA 98685	
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
				Unit Price	Amount						
1	Minor Change	FA	EST.	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
2	SPCC Plan	LS	1	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00	\$1,000.00	\$1,000.00	\$250.00	\$250.00
3	Mobilization	LS	1	\$50,000.00	\$50,000.00	\$67,000.00	\$67,000.00	\$69,000.00	\$69,000.00	\$67,000.00	\$67,000.00
4	Project Temporary Traffic Control	LS	1	\$25,000.00	\$25,000.00	\$9,250.00	\$9,250.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
5	Removal of Structures and Obstructions	LS	1	\$40,000.00	\$40,000.00	\$22,000.00	\$22,000.00	\$40,000.00	\$40,000.00	\$25,000.00	\$25,000.00
6	Unclassified Excavation Incl. Haul	CY	320	\$50.00	\$16,000.00	\$18.00	\$5,760.00	\$20.00	\$6,400.00	\$16.50	\$5,280.00
7	Structure Excavation Class A Incl. Haul	CY	490	\$50.00	\$24,500.00	\$19.00	\$9,310.00	\$40.00	\$19,600.00	\$17.50	\$8,575.00
8	Shoring or Extra Excavation Cl. A	LS	1	\$12,500.00	\$12,500.00	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00	\$6,500.00	\$6,500.00
9	Construction Geotextile for Separation	SY	700	\$3.00	\$2,100.00	\$2.75	\$1,925.00	\$1.00	\$700.00	\$2.60	\$1,820.00
10	Construction Geotextile for Soil Stabilization	SY	750	\$3.00	\$2,250.00	\$3.50	\$2,625.00	\$1.50	\$1,125.00	\$3.20	\$2,400.00
11	Crushed Surfacing Top Course	TON	130	\$55.00	\$7,150.00	\$28.00	\$3,640.00	\$50.00	\$6,500.00	\$26.00	\$3,380.00
12	Crushed Surfacing Base Course	TON	450	\$40.00	\$18,000.00	\$23.00	\$10,350.00	\$35.00	\$15,750.00	\$21.00	\$9,450.00
13	HMA Cl. 1/2-Inch PG 64-28	TON	175	\$175.00	\$30,625.00	\$331.50	\$58,012.50	\$162.00	\$28,350.00	\$122.00	\$21,350.00
14	Conc. Class 4000 For Abutment Wall	CY	103	\$1,250.00	\$128,750.00	\$725.00	\$74,675.00	\$600.00	\$61,800.00	\$550.00	\$56,650.00
15	Superstructure Sunnyside Ave #4	LF	1	\$150,000.00	\$150,000.00	\$175,000.00	\$175,000.00	\$183,000.00	\$183,000.00	\$280,000.00	\$280,000.00
16	Gravel Backfill for Wall	CY	280	\$100.00	\$28,000.00	\$55.00	\$15,400.00	\$90.00	\$25,200.00	\$40.00	\$11,200.00
17	St. Reinf. Bar	LB	7,038	\$2.00	\$14,076.00	\$2.25	\$15,835.50	\$2.00	\$14,076.00	\$2.10	\$14,779.80
18	Bridge Approach Slab	SY	200	\$250.00	\$50,000.00	\$375.00	\$75,000.00	\$325.00	\$65,000.00	\$315.00	\$63,000.00
19	Bridge Railing Type Pedestrian	LS	58	\$150.00	\$8,700.00	\$105.00	\$6,090.00	\$175.00	\$10,150.00	\$100.00	\$5,800.00
20	Cast-In-Place Pedestrian Barrier	LF	60	\$200.00	\$12,000.00	\$322.00	\$19,320.00	\$220.00	\$13,200.00	\$150.00	\$9,000.00
21	Storm Sewer Pipe 12 In. Diam.	LF	145	\$50.00	\$7,250.00	\$52.00	\$7,540.00	\$50.00	\$7,250.00	\$47.00	\$6,815.00
22	Underdrain Pipe Infiltration Trench System 12 In. Diam.	LF	57	\$125.00	\$7,125.00	\$97.00	\$5,529.00	\$150.00	\$8,550.00	\$88.00	\$5,016.00
23	Catch Basin Type 1	EA	4	\$1,300.00	\$5,200.00	\$1,400.00	\$5,600.00	\$1,900.00	\$7,600.00	\$1,300.00	\$5,200.00
24	Catch Basin Type 2 48 In. Diam.	EA	2	\$4,000.00	\$8,000.00	\$3,300.00	\$6,600.00	\$4,100.00	\$8,200.00	\$3,000.00	\$6,000.00
25	Adjust Manhole	EA	1	\$750.00	\$750.00	\$615.00	\$615.00	\$450.00	\$450.00	\$575.00	\$575.00
26	Select Backfill, as Directed	CY	45	\$100.00	\$4,500.00	\$56.00	\$2,520.00	\$30.00	\$1,350.00	\$52.00	\$2,340.00
27	Shoring or Extra Excavation	LF	57	\$100.00	\$5,700.00	\$11.00	\$627.00	\$25.00	\$1,425.00	\$10.00	\$570.00
28	Adjust Valve Box	EA	4	\$800.00	\$3,200.00	\$140.00	\$560.00	\$250.00	\$1,000.00	\$330.00	\$1,320.00
29	ESC Lead	DAY	30	\$75.00	\$2,250.00	\$175.00	\$5,250.00	\$90.00	\$2,700.00	\$65.00	\$1,950.00
30	Landscape Restoration	FA	EST.	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
31	Cement Conc. Traffic Curb and Gutter	LF	235	\$35.00	\$8,225.00	\$38.00	\$8,930.00	\$45.00	\$10,575.00	\$68.00	\$15,980.00
32	Chain Link Fence Type 3	LF	60	\$100.00	\$6,000.00	\$75.00	\$4,500.00	\$50.00	\$3,000.00	\$40.00	\$2,400.00

ITEM 1F

