

ORDINANCE 2021 - 07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, AMENDING CHAPTER 2.02 OF THE SUNNYSIDE MUNICIPAL CODE, PERTAINING TO SCHEDULE OF FEES AND CHARGES

WHEREAS, pursuant to Chapter 35A.13 of the Revised Code of Washington, the City Council is charged with the legislative authority of the City of Sunnyside; and,

WHEREAS, Chapter 2.02 of the Sunnyside Municipal Code governs all fees and charges within the city; and,

WHEREAS, the City Council has determined that Chapter 2.02 should be amended to include Water and Sewer rates per gallon and per cubic feet; and

WHEREAS, the City Council has determined that adoption of these amendments is in the best interests of residents of the City of Sunnyside and will promote the general health, safety and welfare;

NOW, THEREFORE, IT IS HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF SUNNYSIDE, WASHINGTON, as follows:

Section 1. Chapter 2.02 SMC is amended as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

Section 2. Except as amended herein, Title 2 SMC shall remain unchanged.

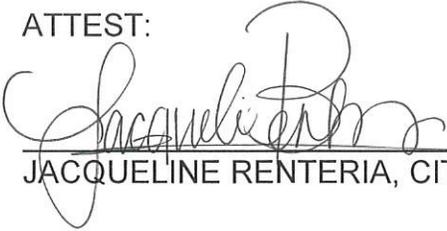
Section 3. That the utility rates adopted herein shall apply to the billing issued on July 30, 2021 and all subsequent billings.

Section 4. This Ordinance shall be effective five (5) days after passage, approval and publication as required by law, and

PASSED this 28th day of June 2021.

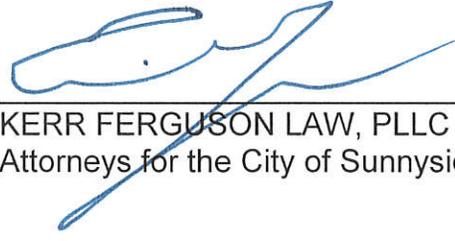

FRANCISCO GUERRERO, MAYOR

ATTEST:



JACQUELINE RENTERIA, CITY CLERK

APPROVED AS TO FORM:



KERR FERGUSON LAW, PLLC
Attorneys for the City of Sunnyside

Exhibit A

2021 Rates

Water - Consumption charges within City limits:

Meter Charge Per Month	
Meter Size	Base Rate
5/8"	\$17.73
3/4"	\$17.73
1"	\$29.55
1-1/2"	\$59.12
2"	\$94.59
3"	\$206.90
4"	\$354.69
6"	\$738.93

Consumption Charge per 100 cubic feet (CCF)		Consumption Charge per 100 gallons (GAL)	
Metered Consumption	Charge per CCF	Metered Consumption	Charge per GAL
Usage from 3.1 to 12 CCF	\$1.81	Usage from 23 to 90 GAL	\$0.24
Usage from 12.1 to 50 CCF	\$1.32	Usage from 91 to 374 GAL	\$0.18
Usage from 50.1 to 1,500 CCF	\$0.90	Usage from 375 to 11,222 GAL	\$0.12
Usage over 1,500 CCF	\$0.67	Usage over 11,222 GAL	\$0.09

In calculating water consumption for meters using cubic feet, calculations shall be made in units of 100 cubic feet, with any consumption over a 100-cubic-foot unit rounded up to the next nearest 100 cubic feet. Consumption charges shall be cumulative based on the usage. For example, a customer with a one-inch meter using 1,345 cubic feet (13.45 CCF, which rounds up to 14 CCF) of water would be charged as follows:

In calculating water consumption for meters using gallons, calculations shall be made in units of 100 gallons, with any consumption over a 100 gallons rounded up to the next nearest 100 gallons. Consumption charges shall be cumulative based on the usage. For example, a customer with a one-inch meter using 10,062 gallons (100.6 GAL, which rounds up to 101 GAL) of water would be charged as follows:

Monthly Minimum Charge, Base Rate =	\$29.55	Monthly Minimum Charge, Base Rate =	\$29.55
Charge for usage from 3.1 to 12.0 CCF = 9 x \$1.81 =	\$16.29	Charge for usage from 23 to 90 GAL = 67 x \$0.24 =	\$16.08
Charge for usage from 12.1 to 14 CCF = 2 x \$1.32 =	\$2.64	Charge for usage from 91 to 101 GAL = 11 x \$0.18 =	\$1.98
Total Monthly Rate =	\$48.48	Total Monthly Rate =	\$47.61

Fill Spout Water: \$0.25/75 gallons

Intermittent Service Turn-off/Turn-on Fee: \$35.00

Reinstatement of Service Turn-off/Turn-on Fee due to nonpayment: \$25.00

Public Sewer Service Rate Schedule

Effective January 1, 2010

Exhibit A

Residential/Commercial/Industrial ¹ Water Consumption - Cubic Feet	Monthly Charges	Residential/Commercial/Industrial ¹ Water Consumption - Gallons	Monthly Charges
Minimum Charge (first 300 cubic feet)	\$40.65	Minimum Charge (first 2,244 gallons)	\$40.65
301 to 10,000 cubic feet	\$3.61 per 100 cubic ft	2,245 to 74,810 gallons	\$3.61 per 748 gallons
Over 10,000 cubic feet	\$2.50 per 100 cubic ft	Over 74,810 gallons	\$2.50 per 748 gallons

¹Commercial/industrial users which contain a BOD strength not to exceed 300 milligrams per liter.

Industrial user charges where water consumption cannot be reasonably measured will pay as follows:			
Minimum Monthly Charge	\$48.47	Additional Monthly Fee per Employee	\$3.54

Monthly surcharge for grease trap or sediment trap requirement: \$24.52

Intermittent water service (no usage) minimum sewer charge: \$15.00

Low-income senior citizen/disable citizen discount ² :			
Water - base rate reduction	\$6.06	Sewer - base rate reduction	\$12.15

²The amounts of the discount are subject to revision by the City Manager in accordance with future adjustments to the water and sewer rates. Such adjustments may be made from time to time based upon percentage increases or decreases of the water and/or sewer rates.

**AGREEMENT BETWEEN
CITY OF SUNNYSIDE, WASHINGTON
AND
SUNNYSIDE DAYBREAK ROTARY**

Skate Park at Central Park

THIS AGREEMENT is entered into between the City of Sunnyside, Washington, a municipal corporation (hereinafter the "City"), and the Sunnyside Daybreak Rotary (hereinafter the "Rotary"), for purposes of the development, maintenance, and use of a skate park at Central Park (hereinafter the "Park").

WHEREAS, the City is the owner of the Park located at 559 South 4th, Sunnyside, Washington; and

WHEREAS, the Park is a valuable recreational resource for the community; and

WHEREAS, the City is committed to ensuring that improvements to the Park serve the best interests of the community; and

WHEREAS, the Rotary is dedicated to enhancing the Park for the benefit of the community; and

WHEREAS, the Rotary is willing to contribute financial and other resources to the City for the design and development of a skate park at the Park; and

WHEREAS, the City is willing to accept the financial and other resources offered by the Rotary for the design and development of a skate park at the Park;

WHEREAS, under RCW 35.21.278, a municipality may contract with a service organization, for making improvements to a park and may reimburse the service organization for the same, in an amount not to exceed \$25,000 or two dollars per resident, whichever is greater, without following bidding laws, and where the value of the improvement is three (3) times the overall contract value.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and performed by the parties hereto, it is hereby agreed as follows:

1. **Purpose.** The purpose of this Agreement is to define the responsibilities of the City and the Rotary in the development of a skate park at Central Park, at a mutually agreeable location therein, and to provide for effective cooperation in the implementation of the provisions set forth herein.

2. **Obligations of the Parties.**

2.1 The City shall perform the following obligations regarding the Park:

- 2.1.1 The City shall spend up to Five Thousand Dollars (\$5,000.00) towards the development, construction, and signage of the new skate park in the Park;
 - 2.1.2 The City shall assist in planning for a new skate park in the Park;
 - 2.1.3 The City shall oversee the site development of the area where the skate park will be constructed;
 - 2.1.4 The City shall ensure the site is accessible for persons with disabilities;
 - 2.1.5 The City shall upon acceptance of the donation of the skate park maintain and repair the skate park;
 - 2.1.6 The City shall take other steps, as necessary, to ensure public safety in the use and enjoyment of the skate park; and
 - 2.1.7 The City shall upon acceptance of the donation of the skate park erect a sign that explains the Rotary's involvement in the design, construction and donation of the skate park to the City.
- 2.2 The Rotary shall perform the following obligations regarding the Park:
- 2.2.1 The Rotary shall spend up to Three Hundred Thousand Dollars (\$300,000.00) for the development and construction of the new skate park in the Park, and reserves the right to voluntarily contribute additional sums as it deems necessary and appropriate;
 - 2.2.2 The Rotary shall assist the City in the planning and site development of the skate park;
 - 2.2.3 The Rotary shall select the contractor(s) to perform the design and construction of the skate park, consistent with City of Sunnyside construction standards as stated in Title 15 of the Sunnyside Municipal Code, and shall select the skate park equipment or materials for installation therein;
 - 2.2.4 The Rotary shall confer with the City as necessary regarding any outstanding matters related to the maintenance and repair of the skate park;
 - 2.2.5 The Rotary shall assist the City in the selection of amenities, not including the specific skate park equipment, for the site, including, but not limited to, benches and tables;
 - 2.2.6 The Rotary shall participate in the construction of the skate park subject to the direction of its selected contractor; and

2.2.7 Upon completion of construction of the skate park and acceptance of the work by the City the same shall be donated to the City.

3. **Term.** The term of this Agreement shall commence upon execution hereof and shall remain in effect unless the Agreement is terminated earlier by either party under Section 16 of this Agreement. The Rotary shall proceed with their obligations in a timely and diligent manner but shall not have any responsibility for delays caused by others beyond the control of the Rotary or that were not reasonably foreseeable.

4. **Administration.** This Agreement shall be administered by the City's Public Works Department.

5. **Independent Contractor.** The Rotary and the City understand and expressly agree that the Rotary is an independent contractor in the performance of each and every part of this Agreement. The Rotary, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the work/services required for its performance under this Agreement. The Rotary, as an independent contractor, shall have the sole judgment of the means, mode and manner of the actual performance of work/services required for its performance under this Agreement. Additionally, and as an independent contractor, the Rotary and their employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership, or agency between the Rotary and/or any officer, employee or agent of the Rotary and the City.

6. **No Third Party Rights.** This Agreement is entered into for the sole benefit of the parties. It shall confer no benefits or rights, direct or indirect, on any third parties. No person or entity other than the City and the Rotary may rely upon or enforce any provision of this Agreement.

7. **Indemnification and Hold Harmless.**
 - 7.1 Each party hereto agrees to maintain responsibility and assume liability in the performance of this Agreement for its own wrongful and/or negligent acts or omissions, and those of its officers, agents or employees to the fullest extent allowed by law; Provided, however, that upon completion of the skate park improvements and acceptance thereof by City, City shall be solely responsible for maintenance and operation of the skate park improvements and shall hold Rotary harmless from any responsibility or liability arising after City's acceptance caused by the wrongful and/or negligent acts or omissions of City or any third party.

 - 7.2 The provisions of this Section shall survive the termination or expiration of this Agreement.

 - 7.3 Nothing contained in this Section or this Agreement shall create a liability or a right of indemnification in any third party.

8. **Nondiscrimination.** During the performance of this Agreement, the Parties shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.

9. **Compliance With Law.** The 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.

10. **No Insurance.** It is understood the City does not maintain liability insurance for the Rotary or its employees and subcontractors, nor does the Rotary maintain liability insurance for the City or its employees and contractors.

11. **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.

12. **Dispute Resolution.** The City and the Rotary shall meet to discuss any outstanding issues related to the development of the skate park and the implementation of this Agreement in order to resolve any disputes through cooperation and negotiation. In the event the parties are unable to reach a resolution after a good faith meeting, the parties shall agree to binding arbitration to resolve any disputes related to enforcement of the agreement. Venue shall be Yakima County Superior Court.

13. **Integration.** This Agreement contains all of the terms and conditions agreed on by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, are deemed to exist or to bind either of the parties.

14. **Modifications.** The parties may modify this Agreement but no proposed changes or modifications shall have validity or become binding on either party unless such changes or modifications are in writing and executed by both parties.

15. **Severability.**
 - 15.1 If a court of competent jurisdiction holds any part, term or provision of this Agreement illegal or invalid in whole or in part, the validity of the remaining

provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held invalid.

15.2 If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. **Termination.** Either party may terminate this Agreement, with cause, by written notice of default from the non-defaulting party to the defaulting party if the default is not cured within *thirty* (30) days following the giving of such notice. In addition, either party may terminate this Agreement, without cause, upon *thirty* (30) days' written notice to the other party before either party has incurred substantial expenses (defined as expenses in excess of \$1,000) following the full execution of this Agreement, to perform its obligations hereunder, but not thereafter, except for cause.

17. **Survival.** Any provision of this Agreement which imposes an obligation after expiration or termination of this Agreement shall survive the expiration or termination and shall bind the parties

18. **Notices.** Unless otherwise stated herein, all notices and demands are required in written form and sent to the parties at their addresses as follows:

TO: City of Sunnyside
Attention: City Manager
818 East Edison
Sunnyside WA 98944

TO: Sunnyside Daybreak Rotary
ATTENTION: CLUB PRESIDENT
910 FRANKLIN AVE # 3
SUNNYSIDE, WA 98944

WHL

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 13th day of JULY, 2021.

CITY OF SUNNYSIDE

SUNNYSIDE DAYBREAK ROTARY

By:  By:



Martin Casey, City Manager

CITY OF SUNNYSIDE

CITY CONTRACT NO: A-2021-32

RESOLUTION NO: X

COUNCIL MTG: 07/12/2021

ATTEST:

Jacqueline Renteria
Jacqueline Renteria, City Clerk

APPROVED AS TO FORM:

Kerr Ferguson
Kerr Ferguson Law, PLLC, City Attorney

STATE OF WASHINGTON)

) ss.

County of Yakima)

On this day personally appeared before me Martin Casey, City Manager of the City of Sunnyside, Washington, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary deed for the uses and purposes therein mentioned.

SUBSCRIBED and sworn to before me this 13th day of July, 2021.



Jacqueline Renteria
Notary Public in and for the State of Washington,
Residing at Grandview, WA
My Commission Expires: 04/11/22

STATE OF WASHINGTON)

) ss.

County of Yakima)

On this day personally appeared before me WILLIAM LANGE, to me known to be the PRESIDENT of Sunnyside Daybreak Rotary, that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute the said instrument..

SUBSCRIBED and sworn to before me this 01 day of July, 2021.



Jacqueline Renteria
Notary Public in and for the State of Washington,
Residing at Grandview, WA
My Commission Expires: 04/11/22