

MEMORANDUM

To: Bob Harrison, City Manager

From: Matthew "Selby", Interim Assistant City Manager
Sara Watkins, City Attorney
Joan Davenport, Community Development Director
Scott Schafer, Public Works Director

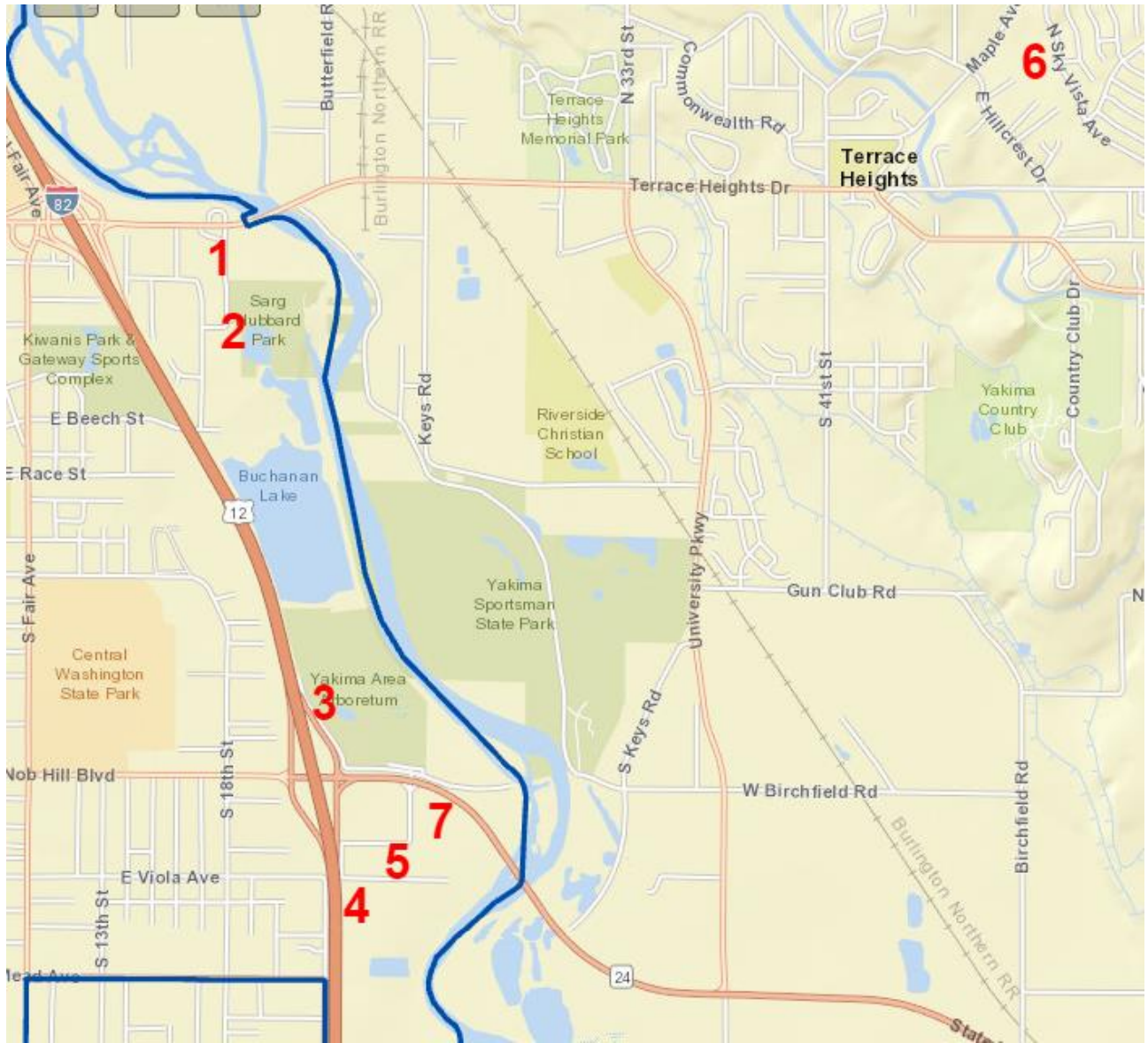
Date: January 20, 2022

RE: Safe Parking Lot for Those Experiencing Homelessness

At its December 7, 2021 meeting, the Yakima City Council passed a motion to **“designate parking lot(s) for Homestead Act vehicles on City-owned land east of I-82 with a behavior management system, contiguous fence, gates, site management and monitoring as well as any other applicable condition as established by formal agreements with other entities or by law.”**

Staff conducted a GIS analysis of all city-owned properties east of Interstate 82. There are five city-owned properties with existing parking lots, and two undeveloped city-owned properties east of I-82.

Inventory of City-owned property east of I-82



1. 111 S 18th St, Sarg Hubbard Park parking lot
2. 206 S 18th St, greenway Storage lot
3. 1207 Arboretum Dr, Arboretum parking lot
4. 2220 E Viola Ave, Wastewater Treatment Plant parking lot
5. 2300 E Birch St, Camp Hope
6. Maple Ave, vacant lot in Terrace Heights
7. 24th Street and East Nob Hill Blvd, vacant lot near Camp Hope

City-owned Properties with Parking Lots East of Interstate 82:

Site 1 :111 S 18th St

There are two parking lots associated with Sarg Hubbard Park.



Site 2: 206 S 18th St

This property includes a fenced parking lot formerly owned by Superior Asphalt & Concrete Company. The property is subject to a Restrictive Covenant, R-2007-59 (Appendix B) that precludes any residential use of the site. The property is leased by the Greenway and utilized for overflow parking.



Site 3: 1207 Arboretum Drive

There are two parking lots associated with the Yakima Arboretum that are owned by the City.



Site 4: 2220 E Viola Ave

There are parking lots associated with the City's waste water treatment plant. While the site includes parking lots, due to the sensitive nature of the facility, the use of this property for a secure parking lot for those experiencing homelessness is not feasible.



Site 5: **2300 E Birch St**

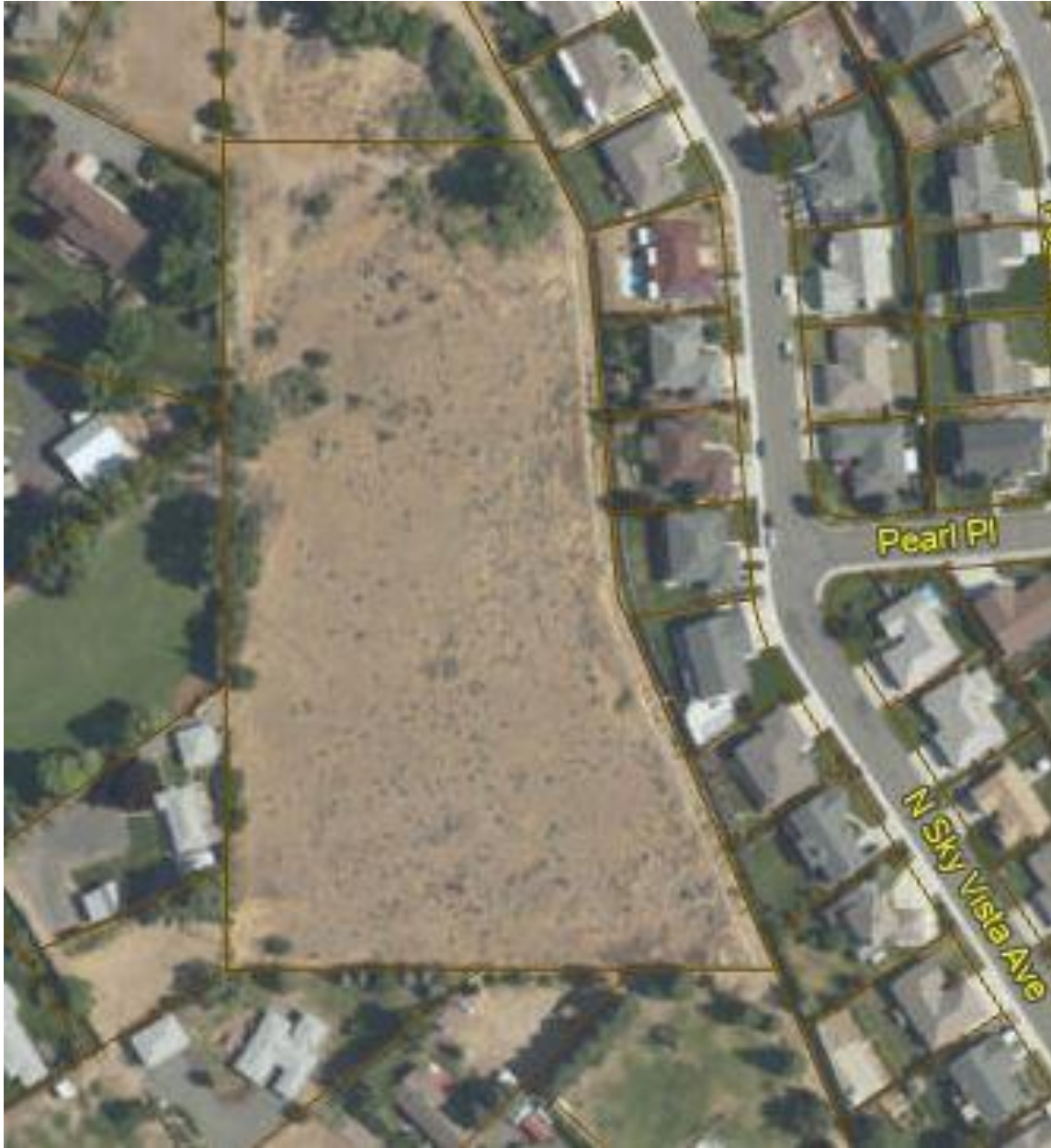
This property is currently leased to Grace City Outreach for the operation of Camp Hope. While Camp Hope allows its residents to park their cars on the property, they must sleep in the temporary shelters provided on site.



Other City-owned Properties East of Interstate 82:

Site 6: Maple Ave, Terrace Heights

This 5.7 acre undeveloped parcel located in Terrace Heights is surrounded by existing residential uses. There is an access easement through property to the north.



Site 7: Vicinity of S 24th St and E Nob Hill Blvd

This property is adjacent to the current Camp Hope operations. The property is subject to a Land Use Agreement between the City and the Yakima Greenway Foundation attached as Appendix C.



Analysis

Of the properties east of I-82 that are owned by the City of Yakima, the most feasible property currently available for use as a secure parking facility is the property in the Vicinity of S 24th St and E Nob Hill Blvd, near Camp Hope.

Staff has prepared a rough cost estimate for creating a secure parking lot on this approximately 2.5 acre site. Cost estimate components are listed below:

Cost Estimate of Secure Parking Facility near Camp Hope

- Gravel parking lot and driveway approach
- Water and Sewer
- Alternative: Portable toilets and handwashing stations
- Electricity and lighting
- Fencing and Gate
- Security Cameras
- On-site monitoring (24 hour staff)
- Trash removal

Gravel Lot/Driveway Approach

The cost to gravel the 2.5 acres and to install a driveway approach is approximately \$162,000.

Water

Public Works evaluated the cost of extending water supply to the property. A 1" meter would supply approximately 50 gallons per minute. Two options were explored, one requiring an easement from U-Haul facility. The total cost for extending water to the property is \$24,355, not including the cost of hiring a licensed plumber and plumbing permit. Cost estimates are attached as Appendix D.

Sewer

Public Works evaluated the cost of extending wastewater to the site. See Appendix E.

Alternative: Portable Toilets/Handwashing Stations

Valley Septic recommends that we utilize the portable toilets with the attached handwashing stations (stand-alone handwashing stations go missing quite frequently). Current rates for the City have been \$70 per month to rent. It will cost \$1,200 to replace them if they get destroyed which has been an issue when used in our parks. This should not be the issue if the area is staffed and monitored. We will also need to address ADA compliance by having handicapped portable toilets available as well. The cost is \$85/month. In addition, it is \$15 per portable toilet to be serviced each time the vendor comes out and the number of required services per week will be determined on usage. The current costs will more than likely increase soon.

Fencing and Gate

Selah Fencing provided a rough cost estimate of \$45,500 for 1,300 linear feet of fence and a 10-foot gate at the property adjacent to Camp Hope.

Electricity and Lighting

This will require a service panel with breakers to be installed at the southwest corner of the lot along with seven light poles. The poles will be spaced at approximately 150 feet apart; similar to street lighting and would contain 4-way receptacles. Six of the light poles will have two ten-foot arms and one light pole will have a single ten-foot arm for a total of 13 lights. The lights will each be 120W AEL LEDs. The project will require trenching since all of the wiring needs to be underground due to the existing overhead-wires within the area. The estimated cost is \$267,000. A hand drawn map of the proposed locations for the light poles is included as Appendix F.

Security Cameras

LiveView Technologies offers a security and monitoring solution that requires no internet connectivity or power. These cloud-based surveillance systems provide 24/7 control, detection and sensors and can be set up on less than 30 minutes. You can see these systems in Yakima at the Safeway parking lot on 5th Ave and in the Fred Myer's parking lot. The cost of renting one of these units is \$4/hour, or \$96/day. The cost to purchase one is \$30,000 plus a monthly subscription of \$1,450. Appendix G depicts the LVT product.

24 Hour Onsite Monitoring

Phoenix Protective Corp. provided a quote of \$34.50/hour to provide 24-hour monitoring of the site with one officer and a marked patrol vehicle.

Trash Disposal

Costs for a six yard trash bin collected weekly is \$268.90. Each additional pickup costs \$220.15. There is an overfill charge of \$18, and a call back charge of \$16.

Secure Parking Facility Cost Estimate

	Start Up Costs	On-going Costs
Gravel Lot/Driveway	\$162,000	
Water	\$25,000	Based on use
Sewer	\$70,000	Based on use
Electricity + Light Poles	\$267,000	Based on use
Fencing and Gate	\$45,500	
Security Cameras	\$30,000	\$1,450/month
24 hour On-site Monitoring		\$23,184/month
Trash Disposal		\$1,075/month
Total	\$599,500	\$25,709/month

Necessary Planning Process

The property is zoned General Commercial. The use might be considered a campground, or a mission, or an unclassified use. These uses are allowed in the General Commercial zone.

Campground is defined in the zoning code as:

A development providing facilities for outdoor recreational activities, including structural improvements such as covered cooking areas, group facilities, and travel trailer or tent sites designed for temporary occupancy. This definition includes camping clubs when developed in accordance with applicable state standards.

A campground is a Class 2 use in the general commercial district, and requires type 2 review. However, the administrative official can decide to elevate the use to a type 3 review if they think that formal public review and comment on the proposal will assist in determining necessary and proper mitigation of impacts. Type 3 review involves a hearing in front of the hearing examiner.

Mission is defined in the zoning code as:

A facility typically owned or operated by a public agency or nonprofit corporation, providing a variety of services for the disadvantaged, typically including, but not limited to, temporary housing for the homeless, dining facilities, health and counseling activities, whether or not of a spiritual nature, with such services being generally provided to the public at large.

Missions are a Class 2 use in the general commercial zone, and require type 3 review. Type 3 review is the highest level of review and involves the hearing examiner process. Missions require the additional step of a development agreement incorporating development standards and mitigation measures that are imposed by the hearing examiner.

Depending on the operation, facilities, and services provided, the safe parking lot might be considered either of these uses. If the operation, facilities, and services provided do not fit into these two categories, the parking lot might be considered an unclassified use and would need to go through the unclassified use process.

If the City is going to run the safe parking lot, the City will first need to file an application for a development permit to develop the property as whichever use is most appropriate. In all cases, property owners within 300 feet of the property will be notified of the proposal and may submit comments to the City for evaluation in issuing the permit. The permit will then go through the normal land use process. SEPA may also be required for the property, which will be done by the City and can be commented on by outside agencies and residents.

Pursuant to RCW 35.21.915, if a religious organization owns or controls the property upon which an outdoor encampment is established, which includes outdoor safe parking lots, then

the land use process is not required. Such an arrangement could be similar to that of Camp Hope where the City leases the property to the religious organization for the use of a temporary encampment.

In either case, whether the City runs the safe parking lot or a religious organization runs a safe parking lot, the requirements outlined in the Land Use Agreement with the Greenway need to be followed. To avoid any claim that a safe parking lot is low barrier emergency shelter, the safe parking lot should meet all of the requirements of a “care facility” as outlined in the Agreement, as well as not include any use prohibited by the Agreement. The Agreement is attached to this memorandum for your information as Appendix C.

Data of Individuals who are sleeping in vehicles

Yakima County conducted the 2021 “Point in Time (PIT)” survey in January of 2021. The data report was published several months later. The PIT reported a total of 663 persons (in all of Yakima County) that were homeless on the day of the survey. Of those 663 individuals, 47 (countywide) reported that they had slept in a vehicle or boat the night before the survey. People sleeping in a vehicle are considered unsheltered.

The data reported in the 2021 PIT noted that 44 of those individuals were adults, two were children and one was considered a senior. A total of 39 households were sleeping in vehicles. Five of the individuals sleeping in vehicles were reported to be veterans.

The City of Yakima is the largest city in Yakima County and represents approximately 37% of the County population. If the city provides accommodations for a sanctioned safe vehicle parking lot, it may be assumed that a majority of the County population in this group may seek a spot. For planning purposes, the parking lot may need to accommodate approximately 25 to 30 vehicles. Documentation from other experiences discourage a single lot to be much larger than this group, as it will be very hard to manage and supervise.

Safe Parking Models in Other Communities

Safe parking models staff researched in other communities are largely administered by non-profit religious organizations.

- The City of Eugene, OR created a Car Camping Program that provides safe and legal places for unhoused people to sleep in vehicles, campers, trailers or Conestoga huts. Car camping sites are located on property owned or leased by public entities, non-profits, businesses, or religious organizations. Sites are registered with the City, and property owners may allow up to six vehicles at a time. In Eugene, the majority of car camping sites are managed by St. Vincent de Paul through their Overnight Parking Program. They oversee more than 70 permitted spots across the metropolitan area. The City of Eugene provides funding for the program used to supply provide portable restrooms and trash service. Other participants in the program fund their own program costs.

The examples below in Washington seem to be taking advantage of the RCW 35.21.915 which allows for religious organizations to host people on their own property (the same law that Camp Hope operates under).

- Tacoma Pierce County Coalition to End Homelessness created a Safe Parking Pilot Program. The program was funded by a grant from the Greater Tacoma Community Foundation and utilizes faith-based organizations to provide safe places for homeless to park and sleep in their vehicles. The Tahoma Unitarian Universalist Congregation is one organization that participated in the pilot program. Their program limited participation to 3-5 vehicles per night.
- Covington Safe Parking is a partnership between St. John the Baptist and Catholic Community Services/Catholic Housing Services that provides a safe overnight location for people experiencing homelessness. Their program provides CSP guests a parking sticker and one of six assigned parking spaces and access to showers and bathrooms.
- Lake Washington United Methodist Church in Kirkland operates a Safe Parking program for women and families living in their cars. After a short intake process and background check, guests are invited to stay in their parking lot. In addition to a portable toilet in the parking lot, volunteer hosts allow guests access to the church for indoor bathrooms, kitchen and telephone. Free Wi-Fi access is provided through a grant.

Staff Recommendation

As detailed above, the start-up costs would be approximately \$600,000 and monthly operating costs would be in excess of \$25,000. Eliminating water and sewer would reduce startup costs by \$95,000, but increase monthly costs by \$125 for portable toilets and handwashing stations

This analysis does not include the costs associated with a behavior management system, which would need to be contracted out to other service providers such as Comprehensive Health or Yakima Neighborhood Health Services.

There are more appropriate ways for the City to help address the needs of those who are experiencing homelessness, including ways to provide them with a private space and a locking door that does involve them giving up their cars:

- The City can direct those who are in need of shelter to social service providers who can provide them with hotel vouchers.
- The City can work with Camp Hope to provide additional sheltering services such as tiny houses.

- The City could take the approach of Eugene, OR and create a Car Camping Program whereby faith-based organizations could register small-scale safe parking sites on their property. The City of Eugene provides funding for the Overnight Parking Program operated by St. Vincent de Paul through a contract agreement. Funds are used to supply portable restrooms and trash service, and for St. Vincent de Paul staff to administer the program.

Budget considerations

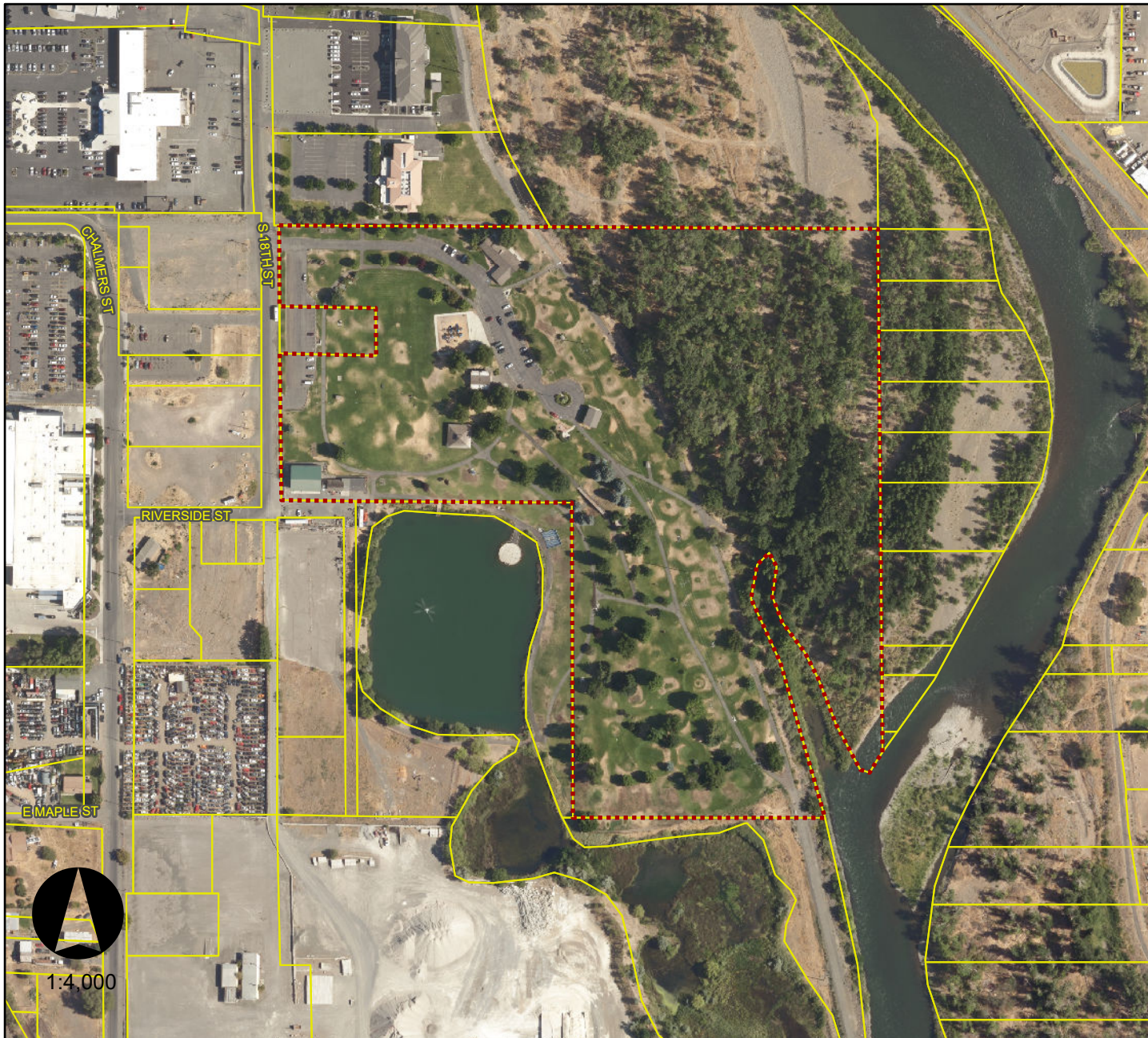
The City does not currently have a budget for a program of this nature. Most of the funding for programs that address the needs of those experiencing homelessness come from the County's 2163 funds (funds generated through Document Recording Fees that are collected and earmarked for housing assistance).

Yakima County's 2163 funds in 2020 were just over \$1m, and were provided to organizations including Grace City Outreach (Camp Hope), Rod's House, and Yakima Neighborhood Health Services.

Were the City to apply to the County for 2163 funds to help create a safe parking lot on City-owned land, it would come from the same funding source that existing social service organizations rely on to provide services to those experiencing homelessness.

Staff recommends that the City not move forward with the safe parking lot concept.

Appendix A
Property GIS Maps



191320-13001

111 S 18TH ST

Owner Information:

YAKIMA CITY

129 N 2ND ST

YAKIMA, WA 98901

Acres: **26.79999924**

Land Value: **\$3,587,900.00**

Impr Value: **\$676,900.00**

TCA: **333** Tax Year: **2022**

Use Code: **74 Recreational**

Zoning: SR

Future Land Use: Low Density Residential

In Floodplain? Y

Census Tract:001602

Legal Description:

E1/2 SW1/4 NE1/4, N 620 FT OF NW1/4 SW1/4 NE1/4 EX S 104.35 FT OF N 304.85 FT OF E 208.7 FT OF W 233.7 FT

Legend

Thursday - 12/30/2021 - 03:24:09

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2019 Aerial Photo Map

City of Yakima - Geographic Information Services



191320-13009

206 S 18TH ST

Owner Information:

YAKIMA CITY

129 N 2ND ST

YAKIMA, WA 98901

Acres: **1.59000003**

Land Value: **\$51,900.00**

Impr Value: **\$63,600.00**

TCA: **333** Tax Year: **2022**

Use Code: **18 Other Residential**

Zoning: SR

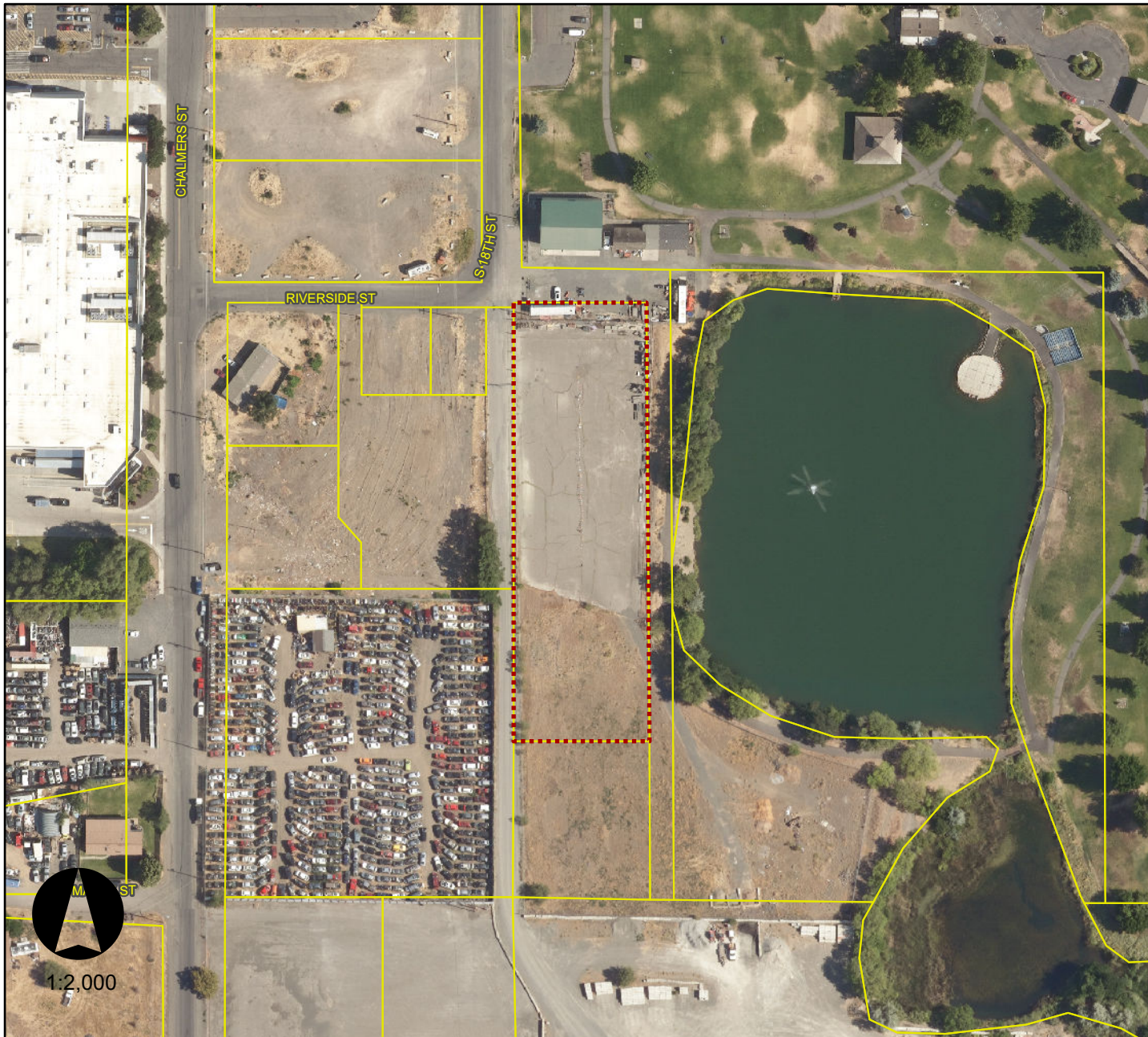
Future Land Use: Low Density Residential

In Floodplain? N

Census Tract:001602

Legal Description:

W1/2 W1/2 SW1/4 SW1/4 NE1/4 EX N 25
FT FOR CO. ROAD & EX S 165 FT



Legend

Thursday - 12/30/2021 - 03:22:24

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2019 Aerial Photo Map

City of Yakima - Geographic Information Services





191329-11005
1207 ARBORETUM DR

Owner Information:

YAKIMA CITY
129 N 2ND ST
YAKIMA, WA 98901

Acres: **59.29999924**
 Land Value: **\$180,800.00**
 Impr Value: **\$205,000.00**

TCA: **333** Tax Year: **2022**

Use Code: **76 Parks**

Zoning: SR
Future Land Use: Low Density Residential
In Floodplain? Y
Census Tract:001602

Legal Description:

N1/2 NE1/4 LY E'LY OF HWY I-82 & W'LY OF YAKIMA RIVER DIKE EX N 419.5 FT OF W 1352.5 FT & EX BEG 29 FT E OF NW COR NE1/4 NE1/4, TH S 479.5 FT, TH N 86° -> 23'40 E 451.09 FT, TH N 17°36'51 N 14°21'41 W 312.9 FT, TH W TO POB ALSO GOODWINS 5 ACRE TRS LOTS 2 & 11 ALSO PT LOTS 3,10,14,23 & 24 LY E'LY &-> N'LY OF HWY I-82 ALSO PT LOTS 1, 12, 13 & PT 24 LY W'LY OF FOL DESC LN, NW COR SW1/4 NE1/4, TH S 46°15'E 728



Legend

2019 Aerial Photo Map

Thursday - 12/30/2021 - 03:25:26

City of Yakima - Geographic Information Services

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191329-44003

2220 E VIOLA AVE

Owner Information:

YAKIMA CITY

129 N 2ND ST

YAKIMA, WA 98901

Acres: **69.62999725**

Land Value: **\$3,893,700.00**

Impr Value: **\$9,066,800.00**

TCA: **333** Tax Year: **2022**

Use Code: **48 Utilities**

Zoning: SR

Future Land Use: Low Density Residential

In Floodplain? Y

Census Tract:001702

Legal Description:

Section 29 Township 13 Range 19
Quarter SE SE1/4 SE1/4 SEC 29 ALSO
NE1/4 NE1/4 SEC 32 ALSO TH PTN
NW1/4 NW1/4 SEC 33 AND W1/2 SW1/4
SEC 28 LY W'Y W BANK YAKIMA
RIVERAND S'LY EX CO RD R/W AL N
SIDE SE1/4 SE1/4 AND EX STATE HIWAY
ON E SIDE, AND EX TH PTN LY N'Y OF
S'LY LN OF PARCEL OF LAND 40 FT IN
WIDTH BEING 20 FT EACH SIDE FOL
DESC CENLN BEG 20 FT S TH S 42° 41'



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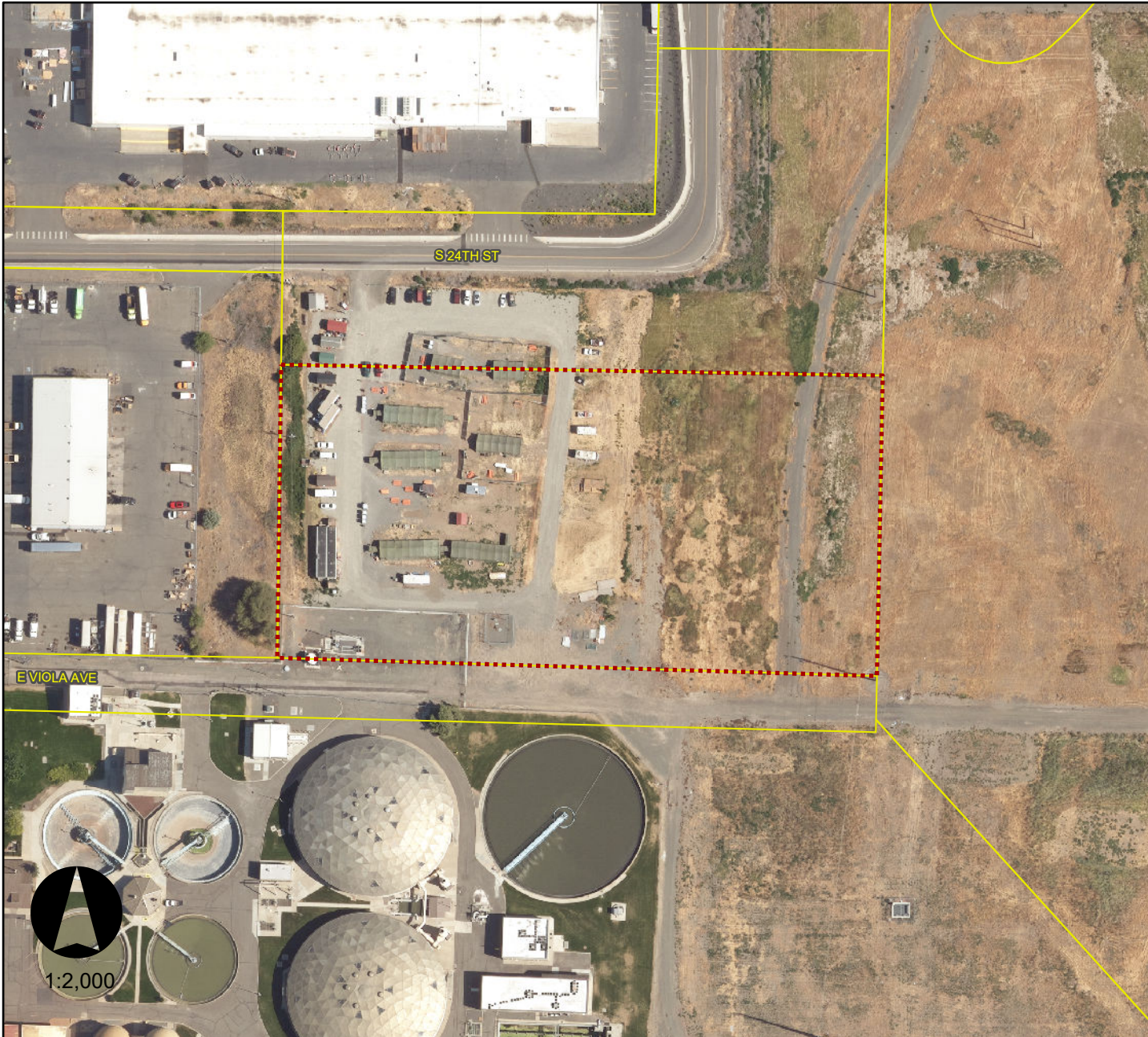
2019 Aerial Photo Map

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City of Yakima - Geographic Information Services

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191329-41410

2300 E BIRCH ST

Owner Information:

YAKIMA CITY

129 N 2ND ST

YAKIMA, WA 98901

Acres: **4.80999994**

Land Value: **\$209,500.00**

Impr Value: **\$0.00**

TCA: **333** Tax Year: **2022**

Use Code: **99 Other Undeveloped Land**

Zoning: SR

Future Land Use: Low Density Residential

In Floodplain? Y

Census Tract:001702

Legal Description:

GOODWINS 5 ACRE TRS TR 40

Legend

2019 Aerial Photo Map

Thursday - 12/30/2021 - 03:29:17

City of Yakima - Geographic Information Services

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191315-42009

MAPLEAVE

Owner Information:

YAKIMA CITY
129 N 2ND ST
YAKIMA, WA 98901

Acres: **5.71999979**

Land Value: **\$60,200.00**

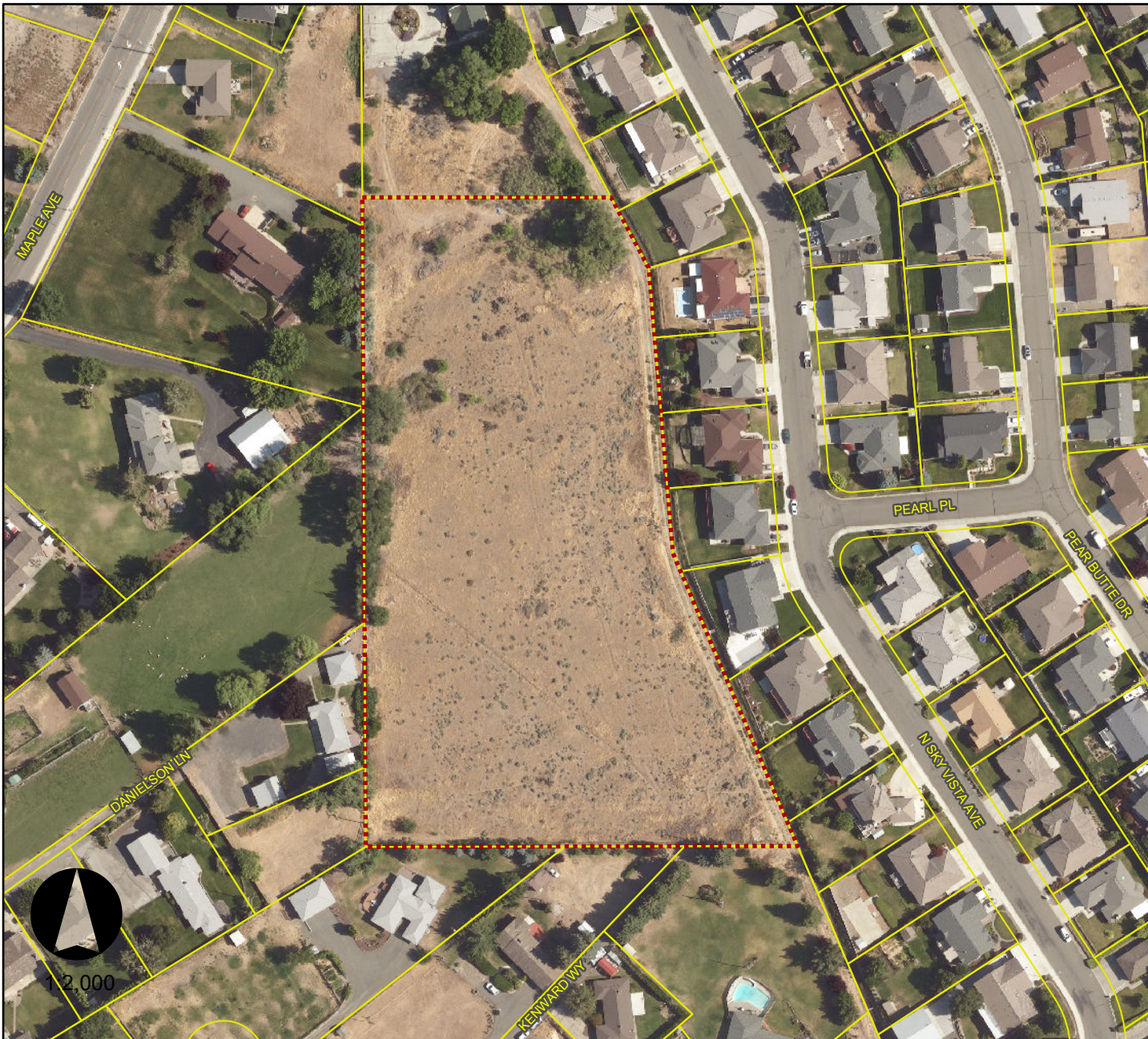
Impr Value: **\$0.00**

TCA: **385** Tax Year: **2022**

Use Code: **91 Undeveloped Land**

Legal Description:

Section 15 Township 13 Range 19
Quarter SE BEG 624.3 FT S OF NW
COR NW1/4 SE1/4, TH E 269.76 FT, TH S
27° 50' 00" E 88.86 FT, TH S 04° 35' 00" E
310 FT, TH S 22° 50' 00" E 345 F SE1/4,
TH W TO SW COR SD SUBD, TH N TO
POB



Legend

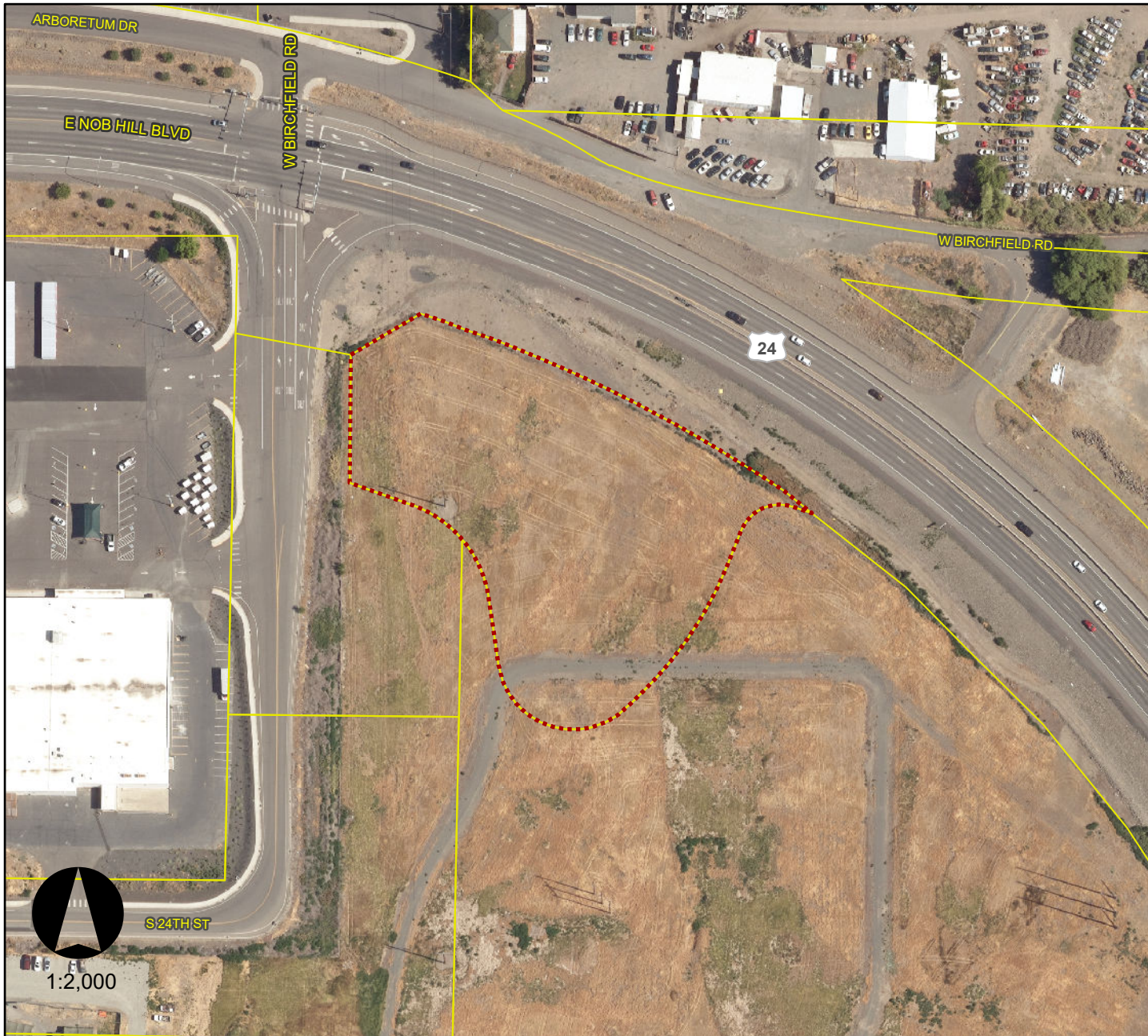
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2019 Aerial Photo Map

City of Yakima - Geographic Information Services





191329-41411
UN-ASSIGNED

Owner Information:

YAKIMA CITY
129 N 2ND ST
YAKIMA, WA 98901

Acres: **2.66000009**
 Land Value: **\$147,300.00**
 Impr Value: **\$0.00**

TCA: **333** Tax Year: **2022**

Use Code: **48 Utilities**

Zoning: GC
Future Land Use: Commercial Mixed Use

In Floodplain? Y

Census Tract:001702

Legal Description:

Section 29 Township 13 Range 19
 Quarter SE Plat GOODWIN'S FIVE
 ACRE TRACTS (A-18) That part of Lots
 25 and 32 of said Plat AND of the SW1/4 of
 Section 28 AND the SE1/4 described as
 follows Commencing at the East Quarter
 corner of said Section 29, thence North 89^
 17' 40" West along the North line of the
 SE1/4 of said Section 29 a distance of 205
 Northerly extension of the W-line shown on
 Washington State Department of



Legend

2019 Aerial Photo Map

Thursday - 12/30/2021 - 03:27:29

City of Yakima - Geographic Information Services

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Appendix B
Restrictive Covenant for 206 S 18th St

RESOLUTION NO. R-2007- 59

A RESOLUTION authorizing the City Manager to execute a Restrictive Covenant intended to provide institutional controls over City property formerly owned by Superior Asphalt & Concrete Company and Central Pre-Mix Concrete Company, said property being subject to Washington State Department of Ecology (hereinafter DOE) remediation, in order to allow DOE to close out the remediation effort.

WHEREAS, in 1991 DOE ordered Superior Asphalt & Concrete Company (hereinafter Superior) to remediate a petroleum seep on property Superior held a reserved legal interest in under DOE Order No. 91TC-C444, said property being specifically identified in the Restrictive Covenants attached hereto and incorporated herein by this reference; and

WHEREAS, Superior conducted the remediation required under the DOE Order over the course of several years, completing most of the work in 2002, with well monitoring continuing through 2006; and

WHEREAS, the final condition required by DOE in order to close out the remediation at the clean up site is for the parties presently holding legal interest in the property as well as those parties that have been subject to the remediation order as a result of past interest in the property to enter into a Restrictive Covenant that specifies and enacts specific and continuing institutional controls to ensure no remaining residual contamination from the site can leave the containment area established by DOE; and

WHEREAS, those certain restrictive covenants required by DOE in order to close out the site remediation and DOE Order No. 91TC-C444 are set forth in the attached Restrictive Covenants; and

WHEREAS, the City of Yakima is the present property title holder of that certain property subject to the attached Restrictive Covenants by action of property transfers that have taken place over the years, and is therefore a required signatory to the Restrictive Covenants attached hereto and incorporated herein by this reference; and

WHEREAS, said restrictive covenants are deemed necessary by DOE to ensure the continued safety of the properties surrounding said clean up site by enforcement of the institutional controls set forth therein; and

WHEREAS, the Yakima City Council finds that it is in the best interests of the citizens of Yakima and the public at large to carry out the required institutional controls restricting certain use of the property described in the attached Restrictive Covenants so to protect the health and safety of these individuals and the environment, Now, Therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

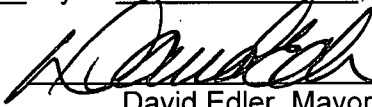
The City Manager and City Clerk are hereby authorized and directed to execute the attached and incorporated Restrictive Covenants to memorialize the obligations of the parties to the DOE site remediation described therein in order to comply with the close out requirements for DOE Order No 91TC-C444. Upon execution the Restrictive Covenants shall be recorded with the Yakima County Clerk.

ADOPTED BY THE CITY COUNCIL this 17th day of April, 2007.

ATTEST:



City Clerk



David Edler, Mayor

Return to: Flower & Andreotti
303 East "D" Street #1
Yakima, WA 98901

Document Title: Restrictive Covenants

Grantors: City of Yakima, a municipal corporation; Superior Asphalt & Concrete Co., a Washington corporation; CPM Development Corporation, a Washington corporation, successor of Central Pre-Mix Concrete Co., an inactive Washington corporation; and Yakima River Regional Greenway Foundation, a Washington non-profit corporation.

Grantees: Superior Asphalt & Concrete Co., a Washington corporation; CPM Development Corporation, a Washington corporation, successor of Central Pre-Mix Concrete Co., an inactive Washington corporation; and Yakima River Regional Greenway Foundation, a Washington non-profit corporation.

Abbreviated Legal Description: A portion of the South half of the Northeast quarter of Section 20, Township 13 North, Range 19 E.W.M. (Additional legal on pp. 1-2)

Tax Parcel Numbers: 191320-13007, 191320-13009 and 191320-13010.

RESTRICTIVE COVENANTS

RECITALS:

1. The CITY OF YAKIMA, a Washington municipal corporation, is the owner of Yakima County, Washington real property (the "Property" or "parcels") particularly described as:

ORIGINAL

Parcel A: The East 470 feet of the South 700 feet of the West half of the Southwest quarter of the Northeast quarter of Section 20, Township 13 North, Range 19 E.W.M., Yakima County, Washington. (Parcel No. 191320-13007)

Parcel B: The West half of the West half of the Southwest quarter of the Southeast quarter of the Northeast quarter of Section 20, Township 13 North, Range 19 E.W.M., EXCEPT the South 165 feet thereof; AND EXCEPT the North 25 feet for County road. (Parcel No. 191320-13009)

Parcel C: The South 165 feet of the West half of the West half of the Southwest quarter of the Southwest quarter of the Northeast quarter of Section 20, Township 13 North, Range 19, E.W.M. (Parcel No. 191320-13010)

2. SUPERIOR ASPHALT & CONCRETE CO., a Washington corporation, had a reserved legal interest in the Property which SUPERIOR has, since 1991, exercised only to perform the below-described DOE remediation. SUPERIOR agrees to unconditionally release and terminate its 1985 "Reservation" for the use of Parcels "A", "B" and "C".

CENTRAL PRE-MIX COMPANY, an inactive Washington corporation, has been acquired by its successor-in-interest, CPM DEVELOPMENT CORPORATION ("CPM Corp."), which continues to use the Property for the transit of equipment and vehicles transporting CPM Corp.'s aggregate rock, concrete, sand and other materials and agrees to limit its use of Parcels "A", "B" and "C" to a thirty (30)-foot roadway along the Western boundary of the three (3) parcels required for CPM Corp.'s use as equipment and vehicle access to and from Riverside Street and CPM Corp.'s business operations adjacent to and on the South side of Parcels "A", "B" and "C".

3. The YAKIMA RIVER REGIONAL GREENWAY FOUNDATION, a Washington non-profit corporation, is a beneficiary of the above-described real estate.

4. Part of the Property has been subject to environmental remediation pursuant to Washington State Department of Ecology ("DOE") Order No. 91TC-C444, as amended (the "Order").

5. Environmental remediation on the Property has been completed but DOE requires "institutional controls" be established for the Property to limit activities which may interfere with the integrity of the remediation.

6. The parties desire, by these "Restrictive Covenants", to establish the institutional controls required by DOE pursuant to the Order.

RESTRICTIVE COVENANTS

In consideration of compliance with the Order, the above Recitals and other valuable consideration, the following restrictions are placed on the Property:

1. Disturbance of the interception trench, liner, soil cover and existing, functional test wells on the Property which would allow migration of contamination is prohibited without prior notification to and approval by DOE or its successor agency.

2. The petroleum contaminated soil, if any, East of the lined interception trench on the Property shall be physically isolated by a barrier such as a fence which will be constructed by Superior and maintained by City, the property owner and Greenway, and not removed without prior notification to and approval by DOE or its successor agency.

3. The Property may not be used for any residential purpose.

4. No title or interest in the Property may be conveyed without complete provision for continued compliance with the above restrictive covenants.

These "Restrictive Covenants" shall be covenants running with the land.

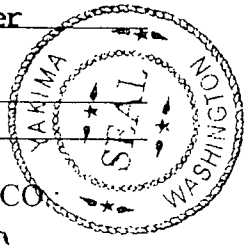
DATED: APRIL
~~March~~ 20, 2007.

CITY CONTRACT NO: 2007-31
RESOLUTION NO: R-2007-59

CITY OF YAKIMA, a municipal corporation:

By: [Signature]
Title: R. A. Zais, Jr., City Manager

Attest: [Signature]
Title: Deputy City Clerk



SUPERIOR ASPHALT & CONCRETE CO.

By: [Signature]
J. BRIAN SIMS, President.

Attest: [Signature]
JOHN F BENSON, Secretary.

CPM DEVELOPMENT CORPORATION:

By: [Signature]
JEFF SCHAFFER, President.

Attest: [Signature]
Paul D Salisbury, Secretary.

BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT

Item No. *19

For Meeting Of 4/17/07

ITEM TITLE: A resolution authorizing the City Manager to execute a Restrictive Covenant intended to provide institutional controls over City property formerly owned by Superior Asphalt & Concrete Company and Central Pre-Mix Concrete Company, said property being subject to Washington State Department of Ecology (hereinafter DOE) remediation, in order to allow DOE to close out the remediation effort.

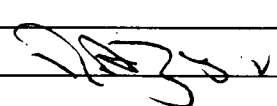
SUBMITTED BY: Jeff Cutter, Assistant City Attorney

CONTACT PERSON/TELEPHONE: Jeff Cutter, Assistant City Attorney

SUMMARY EXPLANATION:

In 1991 DOE ordered Superior Asphalt & Concrete Company (hereinafter Superior) to remediate a petroleum seep on property Superior held a reserved legal interest in under DOE Order No. 91TC-C444. Superior conducted the remediation required, completing most of the work in 2002, with test well monitoring continuing through 2006. The final condition required by DOE in order to close out the remediation is for the parties presently holding legal interest in the property, as well as those parties that have been subject to the remediation order as a result of past interest in the property, to enter into a Restrictive Covenant that specifies and enacts specific and continuing institutional controls to ensure no remaining residual contamination from the site can leave the containment area. Those certain restrictive covenants required by DOE in order to close out the site remediation and DOE Order No. 91TC-C444 are set forth in the attached Restrictive Covenants. The City of Yakima is the present property title holder of that certain property subject to the attached Restrictive Covenants by action of property transfers that have taken place over the years, and is therefore a required signatory to the Restrictive Covenants attached hereto and incorporated herein by this reference.

Attached is a resolution authorizing the execution of a Restrictive Covenant to memorialize the obligations of the parties to the DOE site remediation described therein in order to comply with the close out requirements for DOE Order No 91TC-C444 and to be recorded with the Yakima County Clerk.

Resolution <input checked="" type="checkbox"/> Ordinance _____ Other (Specify) <u>Restrictive Covenants</u>
Contract _____ Mail to (name and address): _____
_____ Phone: _____
Funding Source _____
APPROVED FOR SUBMITTAL:  _____ City Manager

STAFF RECOMMENDATION: approve the resolution authorizing execution of Covenants.

BOARD/COMMISSION RECOMMENDATION:

COUNCIL ACTION: Resolution adopted. **RESOLUTION R-2007-59**

**BUSINESS OF THE CITY COUNCIL
YAKIMA, WASHINGTON
AGENDA STATEMENT**

Item No. *19

For Meeting Of 4/17/07

ITEM TITLE: A resolution authorizing the City Manager to execute a Restrictive Covenant intended to provide institutional controls over City property formerly owned by Superior Asphalt & Concrete Company and Central Pre-Mix Concrete Company, said property being subject to Washington State Department of Ecology (hereinafter DOE) remediation, in order to allow DOE to close out the remediation effort.

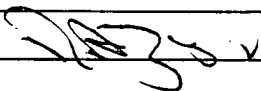
SUBMITTED BY: Jeff Cutter, Assistant City Attorney

CONTACT PERSON/TELEPHONE: Jeff Cutter, Assistant City Attorney

SUMMARY EXPLANATION:

In 1991 DOE ordered Superior Asphalt & Concrete Company (hereinafter Superior) to remediate a petroleum seep on property Superior held a reserved legal interest in under DOE Order No. 91TC-C444. Superior conducted the remediation required, completing most of the work in 2002, with test well monitoring continuing through 2006. The final condition required by DOE in order to close out the remediation is for the parties presently holding legal interest in the property, as well as those parties that have been subject to the remediation order as a result of past interest in the property, to enter into a Restrictive Covenant that specifies and enacts specific and continuing institutional controls to ensure no remaining residual contamination from the site can leave the containment area. Those certain restrictive covenants required by DOE in order to close out the site remediation and DOE Order No. 91TC-C444 are set forth in the attached Restrictive Covenants. The City of Yakima is the present property title holder of that certain property subject to the attached Restrictive Covenants by action of property transfers that have taken place over the years, and is therefore a required signatory to the Restrictive Covenants attached hereto and incorporated herein by this reference.

Attached is a resolution authorizing the execution of a Restrictive Covenant to memorialize the obligations of the parties to the DOE site remediation described therein in order to comply with the close out requirements for DOE Order No 91TC-C444 and to be recorded with the Yakima County Clerk.

Resolution <input checked="" type="checkbox"/> Ordinance _____ Other (Specify) <u>Restrictive Covenants</u>
Contract _____ Mail to (name and address): _____
_____ Phone: _____
Funding Source _____
APPROVED FOR SUBMITTAL:  _____ City Manager

STAFF RECOMMENDATION: approve the resolution authorizing execution of Covenants.

BOARD/COMMISSION RECOMMENDATION:

COUNCIL ACTION: Resolution adopted. **RESOLUTION NO. R-2007-59**

Return to: Flower & Andreotti
303 East "D" Street #1
Yakima, WA 98901

Document Title: Restrictive Covenants

Grantors: City of Yakima, a municipal corporation; Superior Asphalt & Concrete Co., a Washington corporation; CPM Development Corporation, a Washington corporation, successor of Central Pre-Mix Concrete Co., an inactive Washington corporation; and Yakima River Regional Greenway Foundation, a Washington non-profit corporation.

Grantees: Superior Asphalt & Concrete Co., a Washington corporation; CPM Development Corporation, a Washington corporation, successor of Central Pre-Mix Concrete Co., an inactive Washington corporation; and Yakima River Regional Greenway Foundation, a Washington non-profit corporation.

Abbreviated Legal Description: A portion of the South half of the Northeast quarter of Section 20, Township 13 North, Range 19 E.W.M. (Additional legal on pp. 1-2)

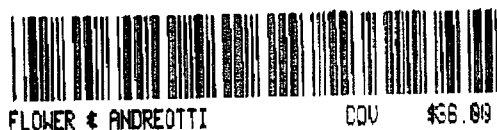
Tax Parcel Numbers: 191320-13007, 191320-13009 and 191320-13010.

RESTRICTIVE COVENANTS

RECITALS:

1. The CITY OF YAKIMA, a Washington municipal corporation, is the owner of Yakima County, Washington real property (the "Property" or "parcels") particularly described as:

ORIGINAL



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Page: 1 of 5
04/23/2007 11:58A
Yakima Co, WA

Parcel A: The East 470 feet of the South 700 feet of the West half of the Southwest quarter of the Northeast quarter of Section 20, Township 13 North, Range 19 E.W.M., Yakima County, Washington. (Parcel No. 191320-13007)

Parcel B: The West half of the West half of the Southwest quarter of the Southeast quarter of the Northeast quarter of Section 20, Township 13 North, Range 19 E.W.M., EXCEPT the South 165 feet thereof; AND EXCEPT the North 25 feet for County road. (Parcel No. 191320-13009)

Parcel C: The South 165 feet of the West half of the West half of the Southwest quarter of the Southwest quarter of the Northeast quarter of Section 20, Township 13 North, Range 19, E.W.M. (Parcel No. 191320-13010)

2. SUPERIOR ASPHALT & CONCRETE CO., a Washington corporation, had a reserved legal interest in the Property which SUPERIOR has, since 1991, exercised only to perform the below-described DOE remediation. SUPERIOR agrees to unconditionally release and terminate its 1985 "Reservation" for the use of Parcels "A", "B" and "C".

CENTRAL PRE-MIX COMPANY, an inactive Washington corporation, has been acquired by its successor-in-interest, CPM DEVELOPMENT CORPORATION ("CPM Corp."), which continues to use the Property for the transit of equipment and vehicles transporting CPM Corp.'s aggregate rock, concrete, sand and other materials and agrees to limit its use of Parcels "A", "B" and "C" to a thirty (30) foot roadway along the Western boundary of the three (3) parcels required for CPM Corp.'s use as equipment and vehicle access to and from Riverside Street and CPM Corp.'s business operations adjacent to and on the South side of Parcels "A", "B" and "C"

3. The YAKIMA RIVER REGIONAL GREENWAY FOUNDATION, a Washington non-profit corporation, is a beneficiary of the above-described real estate.

4 Part of the Property has been subject to environmental remediation pursuant to Washington State Department of Ecology ("DOE") Order No. 91TC-C444, as amended (the "Order").

5. Environmental remediation on the Property has been completed but DOE requires "institutional controls" be established for the Property to limit activities which may interfere with the integrity of the remediation.

6. The parties desire, by these "Restrictive Covenants", to establish the institutional controls required by DOE pursuant to the Order.



FLOWER & ANDREOTTI

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Page: 2 of 5

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Yakima Co, WA

RESTRICTIVE COVENANTS

In consideration of compliance with the Order, the above Recitals and other valuable consideration, the following restrictions are placed on the Property:

- 1. Disturbance of the interception trench, liner, soil cover and existing, functional test wells on the Property which would allow migration of contamination is prohibited without prior notification to and approval by DOE or its successor agency.
- 2. The petroleum contaminated soil, if any, East of the lined interception trench on the Property shall be physically isolated by a barrier such as a fence which will be constructed by Superior and maintained by City, the property owner and Greenway, and not removed without prior notification to and approval by DOE or its successor agency.
- 3. The Property may not be used for any residential purpose.
- 4. No title or interest in the Property may be conveyed without complete provision for continued compliance with the above restrictive covenants.

These "Restrictive Covenants" shall be covenants running with the land.

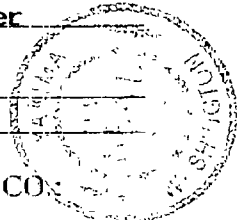
DATED: ~~March~~ ^{April} 20, 2007.

CITY CONTRACT NO: 2007-31
RESOLUTION NO: R-2007-59

CITY OF YAKIMA, a municipal corporation:

By: [Signature]
Title: R. A. Zais, Jr., City Manager

Attest: [Signature]
Title: Deputy City Clerk



SUPERIOR ASPHALT & CONCRETE CO:

By: [Signature]
J. BRIAN SIMS, President

Attest: [Signature]
JOHN F BENSON, Secretary.

CPM DEVELOPMENT CORPORATION:

By: [Signature]
JEFF SCHAFFER, President.

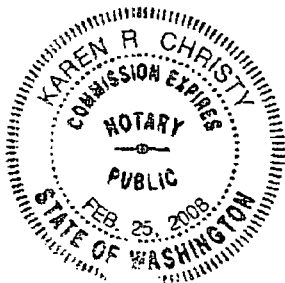
Attest: [Signature]
Paul D. Salsbery, Secretary.



STATE OF WASHINGTON)
: ss.
County of Spokane)

On this 6th day of March, 2007, before me, personally appeared JEFF SCHAFFER and _____, to me known to be the President and Secretary of CPM DEVELOPMENT CORPORATION, the corporation which executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated they were authorized to execute the instrument.

In Witness Whereof, I have signed and affixed my official seal the day and year first above written.

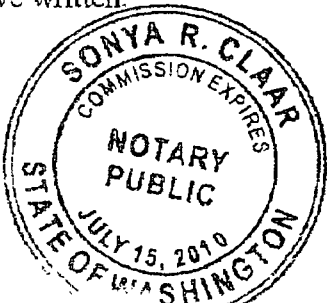


Karen R. Christy
NOTARY PUBLIC in and for the
State of Washington.
My commission expires: 2-25-08

STATE OF WASHINGTON)
: ss.
County of Yakima)

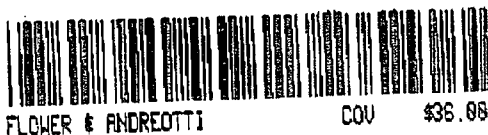
On this 20 day of APRIL March, 2007, before me, personally appeared R.A. ZAIS JR and _____, to me known to be the City Manager and _____ of the CITY OF YAKIMA, WASHINGTON, a municipal corporation, the municipal corporation which executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the municipal corporation, for the uses and purposes therein mentioned, and on oath stated they were authorized to execute the instrument.

In Witness Whereof, I have signed and affixed my official seal the day and year first above written.



Sonya R. Claar
NOTARY PUBLIC in and for the
State of Washington.
My commission expires: 7-15-10

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Page: 5 of 5
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Yakima Co, WA

Appendix C
Land Use Agreement between City of Yakima and Yakima Greenway Foundation

Return Address:
Michael F. Shinn
Halverson | Northwest Law Group P.C.
PO Box 22550
Yakima, WA 98907

Document Title: Land Use Agreement

Grantors: City of Yakima, a municipal corporation;
Yakima Greenway Foundation, a Washington nonprofit corporation;

Grantees: City of Yakima, a municipal corporation;
Yakima Greenway Foundation, a Washington nonprofit corporation;
The Public

Legal Description (abbreviated): Ptn SW $\frac{1}{4}$ S 28 and SE $\frac{1}{4}$ S 29, T 13 N R 19 EWM

Additional legal(s) on page(s) 12

Assessor's Tax Parcel IDs#: 191329-41400; 191329-41404; 191328-32005

LAND USE AGREEMENT

This Land Use Agreement (the "Agreement") is entered into by and between the CITY OF YAKIMA, a municipal corporation ("City"), and the YAKIMA GREENWAY FOUNDATION, a Washington nonprofit corporation ("Yakima Greenway").

RECITALS

A. On, or about, April 30, 2018, the Wastewater Division of the City of Yakima through the Public Works Director for the City submitted land use applications for a Comprehensive Plan Map Amendment ("CPA"), Rezone, and for Environmental Review (the "Land Use Applications") with regard to a portion of Yakima County Assessor Tax Parcel Numbers 191329-41400, -41404, and 191328-32005 located in the vicinity of Highway 24 and South 22nd Street in Yakima, Washington. The request was to change the selected 2.5 acres from low-density to commercial mixed use on the Future Land Use Map of the Comprehensive Plan and to concurrently rezone the property from Suburban Residential (SR) to General Commercial (GC). The property in question has now been surveyed and the legal description for the approximately 2.5 acres is set forth on the attached Exhibit "A".

B. The "Subject Property" (described in Exhibit "A") lies within the Yakima River Regional Greenway, sometimes identified as the "Greenway Overlay". A map depicting the site is also attached as Exhibit "B". This area was selected in 1977 by the Washington State Legislature as part of a uniquely valuable recreation, conservation, and scenic resource in the State of Washington. RCW 79A.05.750. Known as the "Washington State Yakima River Conservation Area", the purpose recognized by the state legislature for this property is for development of recreational areas and their related facilities and to preserve, as much as possible, the river wetlands in their natural state. RCW 79A.05.775. The City adopted the Yakima River Regional Greenway Plan as part of its zoning ordinance, recognizing the Greenway Overlay (GO), in YMC Chapter 15.03.010, .020. The Greenway Master Plan was last updated in 1995 and was adopted by reference as part of the Yakima Urban Area Comprehensive Plan in April 1997. According to the 1995 Master Plan Update, commercial development in the area of the Subject Property "must be placed in the Greenway with a great deal of planning and consideration for the other needs of the Greenway. For this reason, commercial development has been encouraged only in those areas already zoned or developed commercially. All development should comply with Greenway design standards in order to maintain the integrity of the Greenway and a park like appearance throughout the corridor." Greenway design standards are set forth in Appendix I to the 1995 Yakima Greenway Master Plan Update.

C. The City faces a severe housing crisis and lack of affordable housing especially for its very low income population. The Subject Property was identified as a possible location for homeless housing, however, the Wastewater Division intended the application submitted to be considered as a non-project CPA and Rezone. Following a

SEPA review and Determination of Non-Significance issued on July 5, 2018, the City's land use applications then proceeded to open record public hearings on August 8, 2018 before the Yakima Planning Commission. Following a continuation of the public hearing to September 12, 2018, on September 26, 2018, the Yakima Planning Commission adopted Findings and Conclusions that while the Comprehensive Plan Amendment was consistent with applicable approval criteria and YMC Section 16.10.040, nevertheless, the proposed rezone was not considered compatible with the surrounding neighborhood. The said recommendation of the Yakima Planning Commission was deliberated on by the Yakima City Council and on November 6, 2018, the City indicated approval of both the Comprehensive Plan Amendment and Rezone. In order to allow time for a survey to be completed of the 2.5 acre site, on, or about, December 4, 2018, the Yakima City Council adopted Ordinance No. 2018-053 approving both the Comprehensive Plan Amendment and Rezone, with an effective date of January 6, 2019.

D. Following the enactment of Ordinance No. 2018-053, the Yakima Greenway timely filed a Petition for Review of Land Use Decision ("LUPA Petition") in Yakima County Superior Court, Cause No. 18-2-04570-39, on December 21, 2018, and a Petition for Review before the Growth Management Hearings Board of Eastern Washington ("GMHB Petition") on, or about, January 31, 2019. The LUPA Petition case in Yakima County Superior Court has been stayed pending review by the Growth Management Hearings Board, pursuant to Order entered therein on February 7, 2019. Proceedings before the Growth Management Hearings Board have been extended in accordance with RCW 36.70A.300(2)(b) to enable the parties to discuss alternate dispute resolution. A status report is due in the GMHB Petition case, Case No. 19-1-0001 on December 4, 2019.

E. On, or about, August 5, 2019, a 6-person committee appointed by the Yakima City Council issued a report to the City Council to discuss and make recommendations concerning housing facilities that could be located on the Subject Property. That committee, consisting of representatives from the Arboretum, experts on programs and housing, City, County and community members and representatives, as well as City staff and legal counsel addressed three topics before the Council: (1) the nature of housing which may be appropriate and needed on the Subject Property; (2) the services potentially available on that site; and (3) the physical attributes of development at that location, including site-screening and other related topics. The Committee concluded that the Subject Property may not be optimal for housing, that there is no public transit available, the location was not walkable from town or close to services, and its proximity to the Wastewater plant was not ideal for housing. The Committee further acknowledged that the property was within the Greenway Overlay of the Yakima Zoning Ordinance and that the process outlined in the Yakima Municipal Code regarding the Greenway Overlay Zone would be required for any development of the property. Nevertheless, the Committee viewed the Subject Property as potentially suitable for some form of transitional housing with appropriate mitigations, support services, and outreach opportunities. The Yakima Greenway viewed several aspects of the Committee's report as compatible with the policies of the Yakima Greenway as long as certain safeguards are implemented and adhered to.

F. The parties have discussed the needs of the City, limitations on future use of the Subject Property, and additional mitigation proposals including Yakima Greenway use of City property adjacent and/or near the Subject Property for Yakima Greenway development and Yakima Greenway users and as a result of those discussions the parties have developed a strategy to protect and safeguard the Yakima Greenway which also helps address the shortage of affordable housing in Yakima for the very low income population. This Agreement, represents the culmination of the parties' discussions in this regard.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, and provisions set forth in this Agreement, the parties agree as follows:

1. **Prohibited Uses.** In order for the Yakima Greenway to dismiss its LUPA Petition and GMHB Petition, the parties have first identified specifically prohibited uses of the Subject Property. The uses prohibited are in addition to those prohibited under Table 4-1 of YMC Section 15.04.030 in the GC zone, and as it may be amended. Additional prohibited uses of the Subject Property even though potentially allowed under said Table 4-1 in the GC zone are set forth on the attached Exhibit "C".

2. **Conditions.** Table 4-1 of YMC Section 15.04.030 allows for Group Homes, Adult Family Home, Boarding House, Convalescent and Nursing Homes, and Mission,¹

¹ The following definitions currently apply to the Health and Social Service Facilities listed in this paragraph:

"Group Home" means a place for handicapped, physically or developmentally disabled adults, or dependent or predelinquent children provided special care in a home like environment. This definition includes homes of this nature for six or fewer persons, excluding house parents, which are protected by state or federal laws as residential uses."

"Adult Family Home" means a regular family abode, licensed by the state, in which a person or persons provide personal care, special care, room, and board, to more than one, but not more than six adults who are not related by blood or marriage to the person or persons providing the services."

"Boarding House" means an establishment providing both lodging and meals for not more than ten persons residing in the facility on a permanent or semi-permanent basis.

"Convalescent or Nursing Home" means an establishment providing nursing, dietary and other personal services to convalescents, invalids, or aged persons, but not mental cases or cases for contagious or communicable diseases which are customarily treated in sanitariums and hospitals."

"Mission" means a facility typically owned or operated by a public agency or nonprofit corporation, providing a variety of services for the disadvantaged, typically including, but not limited to, temporary housing for the homeless, dining facilities, health and counseling activities, whether or not of a spiritual nature, with such services being generally provided to the public at large. Missions are subject to a Type 3 review and require an accompanying development agreement incorporating applicable development standards and mitigations imposed by hearing examiner. (Footnote continued on next page.)

hereinafter referred to as "Care Facilities", under the land use category Health and Social Service Facility with varying review standards in the GC zone. For all Care Facilities, not prohibited under paragraph 1., above, there shall exist minimum standards to address issues of health and safety, operations and management, and facility design, which the parties hereto agree shall also be incorporated into a development agreement appurtenant to any such project development.

- A. Health and Safety. To promote health and safety to residents of any "Care Facilities" project targeted for the Subject Property as well as the public at-large, the following mitigation measures shall be required to be provided by the project developer:
- (i) the facility must have reasonable occupancy rules and regulations, adherence to which is mandatory for continued residency, such rules to include, for example, prohibiting criminal activity, discharge of firearms, illegal drug use and trafficking, gang activities, prostitution and gambling, and shall also include limitations on the number of occupants, visitors, and noise limitations;
 - (ii) any such developer must provide reasonable security in terms of construction, lighting, fencing and access as well as arranging for security staffing;
 - (iii) any such developer shall assist with enhancing security for the benefit of the public within the Greenway Overlay, by reasonably providing for increased lighting in dark areas, particularly near the SR 24 underpass, and Robertson Landing shall be lighted and fenced for Greenway user safety; and,
 - (iv) any such developer shall be required to insure reasonable means of transportation for occupants for medical, dental, treatment and therapy needs.

Both parties acknowledge that at the time of entering into this Agreement the City's Planning Commission has recommended removing the definition of "boarding house" and adding a new definition to the categories of Health and Social Service Facilities, namely, "congregate living facility." It is anticipated these changes will be proposed to Table 4-1 of YMC Section 15.04.030 at a public hearing on December 3, 2019. If/when approved, the parties agree that the term "boarding house" herein will be replaced with the term "congregate living facility" defined as follows:

"Congregate living facility" means an establishment providing both lodging and meals, or the ability for residents of the facility to cook their own meals, for persons residing in the facility on a permanent or semi-permanent basis. This definition includes facilities commonly known as boardinghouse or dormitories, except that dormitories provided in conjunction with a proposed or existing educational facility shall be an accessory use to that facility.

B. Operations and Management.

- (i) the facility must have a 24-hour on-site manager with experience in managing a Care Facility;
- (ii) besides an enforceable set of rules and regulations for its occupants, the facility must operate with reasonable procedures for maintenance, trash and debris removal, and weed and pest control; and
- (iii) the density of occupancy shall not exceed the allowed density of the facility meeting all Title 15 and City of Yakima development requirements.

C. Facility Design and Compatibility Requirements. For any such Care Facility the Design Standards adopted as Appendix I to the Yakima Greenway Master Plan Update 1995 shall be adhered to as much as possible, provided, however that design flexibility shall be promoted where it enhances the natural beauty of the Yakima Greenway and promotes access and recreational usage by the public and facility occupants of the Greenway Overlay.

The conditions for approval of a Care Facility on the Subject Property is intended to allow for on-site support services such as medical, dental and therapy providers, employment training and housing placement and coordination with other systems for residents of the facility. In this regard, the parties have been made aware of a Portland, Oregon housing development known as "The Blackburn Center" and Bellevue, Washington shelter sometimes referred to as the "Eastside Men's Shelter" which provide models for further development facility design considerations, operations and program management, health and safety and mitigation of impacts on surrounding property.

3. Mitigation Measures; Yakima Greenway Use of City Owned Property Within Close Proximity to the Subject Property. The parties agree to enter into a Greenway License Agreement, in the form attached hereto as Exhibit "D" which will allow the Greenway possession and use of a portion of City owned property adjacent to the Subject Property, the Yakima Greenway and the Wastewater Treatment Plant, hereinafter referred to as the "License Property." As part of the License, the Greenway shall not construct any permanent structures on the License Property without prior approval by the City, which may be withheld in the discretion of the City. Further, the Greenway acknowledges that any improvements made to the License Property will be at Greenway's cost, will be adequately maintained by the Greenway, and, if abandoned upon termination of the Agreement, will become the property of the City of Yakima. A map depicting the License Property, with access roads and future projects to which use of the License Property is allowed, is attached as Exhibit "2" to the License.

4. Future Oversight and Development Within the Greenway Overlay. The parties understand and acknowledge that while efforts are being made to address and resolve the community's housing crisis, that public recreation areas such as the Yakima Greenway, which are not designed to meet the housing needs of the homeless, are sometimes resorted to for refuge. The City agrees that the Yakima Greenway is an area of concern and consideration for homeless clean-up activities conducted by the City. The parties further agree that that for land use applications involving property within the Greenway Overlay Zone staff shall provide direct notice to the Yakima Greenway, as a private group with a known interest in land use proposals within the Greenway Overlay. RCW 36.70B.110(4)(c).

5. Development Review Process. This Agreement contemplates that City Ordinance No. 2018-053 will remain in effect and that the Subject Property is rezoned GC. Except as otherwise specifically set forth in this Agreement, development of the Subject Property shall not be subject to ordinance, resolution, rule, regulation, standard, directive, condition, or other measure that is in conflict with the law on the effective date of this Agreement or that reduces the rights provided by this Agreement unless agreed to in writing by the parties or imposed by the City through the exercise of substantive SEPA authority. Without limiting the generality of the foregoing, any changes in the law which would accomplish the following result on the Subject Property shall be deemed to conflict with the provisions of this Agreement:

- A. New legislation changing permitted land uses or the class or type of review of allowed uses in the General Commercial (GC) zone;
- B. New legislation redefining the terms for allowed uses within the General Commercial (GC) zone.

The City, nevertheless, reserves the authority to impose new or different regulations to the extent required to prevent a serious threat to public health and safety.

6. Effective Date. The Effective Date of this Agreement shall be the date of the last, required and acknowledged signature hereto.

7. Resolution of Pending Litigation. Upon final execution of this Agreement, properly approved by the parties hereto, the LUPA Petition and GMHB Petition filed under Yakima County Superior Court Cause No. 18-2-04570-39 and GMHB case number 19-1-0001 shall be dismissed and orders of dismissal with prejudice without an award of fees or costs to any party, shall be entered. The parties agree that no future litigation shall be commenced by the Yakima Greenway regarding the City's request for Comprehensive Plan Amendment and Rezone which resulted in the adoption of Ordinance No. 2018-053; provided, however, that the parties are free, consistent with the terms herein, to seek judicial remedies if necessary to enforce or interpret the provisions of this Agreement.

8. General Provisions.

- A. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington.
- B. Amendment; Modifications. Any amendment to this Agreement must be approved by each of the following: (a) the City; and (b) the Yakima Greenway, their successors or assigns.
- C. Binding on Successors; Assignment; Enforcement.
- (i) *Binding Agreement.* This Agreement shall be effective, binding upon and inure to the benefit of the successors and assigns of the Yakima Greenway and the City.
 - (ii) *Assignment.* The City has the right to assign or transfer all or any portion of its interest in the Subject Property to other parties. Consent by the Yakima Greenway shall not be required for any transfer of rights pursuant to this Agreement. Upon transfer, however, the transferee shall take any interest in the Subject Property subject to all obligations under this Agreement as to the property transferred.
 - (iii) *Enforcement of Agreement.* The City, and the Yakima Greenway, may enforce the terms and conditions of this Agreement in any court or tribunal with jurisdiction. Venue for any such action shall lie in Yakima County, Washington.
- D. Recording. This Agreement shall be recorded with the Yakima County Auditor and shall be binding on the parties, their successors and assigns.
- E. Interpretation. The parties intend this Agreement to be interpreted to the full extent authorized by law as an exercise of the City's and the Yakima Greenway's right to resolve land use disputes by agreement. This Agreement has been reviewed and revised by legal counsel for all parties and no presumption or rule that ambiguity shall be construed against the party drafting the document shall imply to the interpretation or enforcement of this Agreement.
- F. Severability. If any provision of this Agreement is determined to be unenforceable or invalid by a court of law, then this Agreement shall thereafter be modified to implement the intent of the parties to the maximum extent allowable under law. If a court finds unenforceable or invalid any portion of this Agreement, the parties agree to seek diligently to modify the Agreement consistent with the court decision, and no party shall undertake any actions inconsistent with the intent of this Agreement until the modification of this Agreement has been completed. If the parties do not

mutually agree to modifications within forty-five (45) days after the court ruling, then either party may initiate the dispute resolution proceedings in subsection 8.G., for determination of the modifications which implement the intent of this Agreement and the court decision.

G. Disputes; Default and Remedies.

(i) *Dispute Resolution.* In the event of any dispute relating to this Agreement, all parties upon the request of any other party shall meet within seven (7) days of the request to seek in good faith to resolve the dispute. The City shall send the appropriate department director and persons with information relating to the dispute and the Yakima Greenway shall send a representative and any consultant or other person with technical information or expertise related to the dispute.

(ii) *Default and Remedies.* No party shall be in default under this Agreement unless it has failed to perform under this Agreement for a period of thirty (30) days after written notice of default from any other party. Each notice of default shall specify the nature of the alleged default and the manner in which the default may be cured satisfactorily. If the nature of the alleged default is something that cannot be reasonably cured within the thirty (30) days, then commencement of the cure within such time period and the diligent prosecution to completion of the cure shall not be deemed a default. Any party not in default under this Agreement shall have all rights and remedies provided by law including without limitation, damages, specific performance or writs to compel performance or require action consistent with this Agreement.

H. No Third Party Beneficiary. This Agreement is made and entered into for the sole protection of the parties, their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

I. Integration. This Agreement represents the entire Agreement of the parties. There are no other agreements, oral or written, except as expressly set forth in this Agreement.

J. Authority. The City and Yakima Greenway each represent and warrant that they have the respective power and authority, and are duly authorized to execute, deliver and perform their obligations under this Agreement.

K. Headings. The headings in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

- L. **Notice.** All communications, notices and demands of any kind which a party under this Agreement requires or desires to give to any other party shall be in writing and either (i) delivered personally; (ii) sent by electronic-mail transmission with request for receipt confirmation from the recipient (with return e-mail receipt serving as proof of delivery); or (iii) deposited in the US mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to Yakima Greenway:

Yakima Greenway Foundation
c/o Kellie Connaughton
111 South 18th Street
Yakima, WA 98901
(509) 453-8280
kellie@yakimagreenway.org

with a copy to:

Halverson | Northwest Law Group P.C.
Michael F. Shinn
PO Box 22550
405 E. Lincoln Avenue
Yakima, WA 98907
(509) 248-6030
mshinn@hnw.law

If to the City:

City of Yakima
City Manager
129 N. 2nd Street
Yakima, WA 98901
(509) 575-6040

with a copy to:

City of Yakima
Jeff Cutter
Yakima City Attorney
Legal Department
200 South Third Street, 2nd Floor
Yakima, WA 98901
(509) 575-6030
jeff.cutter@yakimawa.gov

Notice by hand delivery or e-mail shall be effective with proof of receipt, if deposited in the mail, notice shall be deemed delivered forty-eight (48) hours after deposited. Any party at any time by notice to the other party may designate a different address or person to which such notice or communication shall be given.

- I. Cooperation. The parties shall not unreasonably withhold requests for information, approvals or consents provided for in this Agreement. The parties agree to take further actions and execute further documents, either jointly or within their respective powers and authority to implement the intent of this Agreement. The City and Yakima Greenway agree to work cooperatively with each other to achieve the mutually agreeable goals as set forth in this Agreement. In this regard, the parties pledge to work cooperatively towards further updating the Yakima Greenway Master Plan and revisiting YMC Chapter 15.03 with regard to the Greenway Overlay and the adequacy of current land use legislation for the protection of the Yakima River Regional Greenway.

IN WITNESS WHEREOF, this Agreement has been entered into between the City and the Yakima Greenway, and is effective as of the 7th day of November, 2019.

YAKIMA GREENWAY FOUNDATION,
a Washington non profit corporation
(Yakima Greenway)

By: Ellen S. Jackson
Ellen S. Jackson, President

CITY OF YAKIMA, a political subdivision
of the State of Washington

By: [Signature]
City Manager

Approved as to Form:

[Signature]
Jeff Cutter, City Attorney

CITY CONTRACT NO: 2019-107
RESOLUTION NO: R-2019-099

[ACKNOWLEDGEMENTS ON FOLLOWING PAGE]

STATE OF WASHINGTON)
)
County of Yakima)

I certify that I know or have satisfactory evidence that ELLEN S. JACKSON, is the person who appeared before me and is the PRESIDENT of YAKIMA GREENWAY FOUNDATION, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute the same instrument on behalf of the corporation.

Given under my hand and official seal this 30th day of October, 2019.

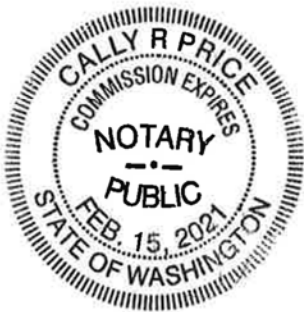


Melanie S. Brown
NOTARY PUBLIC in and for the State
of Washington, residing at Wapato
My commission Expires: 4-19-2023

STATE OF WASHINGTON)
)
County of Yakima)

I certify that I know or have satisfactory evidence that Cynthia Martinez is the person who appeared before me and is the CITY MANAGER of THE CITY OF YAKIMA, the municipality that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that (s)he is authorized to execute the same instrument on behalf of the corporation.

Given under my hand and official seal this 7 day of Nov., 2019.



Cally R Price
NOTARY PUBLIC in and for the State
of Washington, residing at Yakima
My commission Expires: 2/15/21

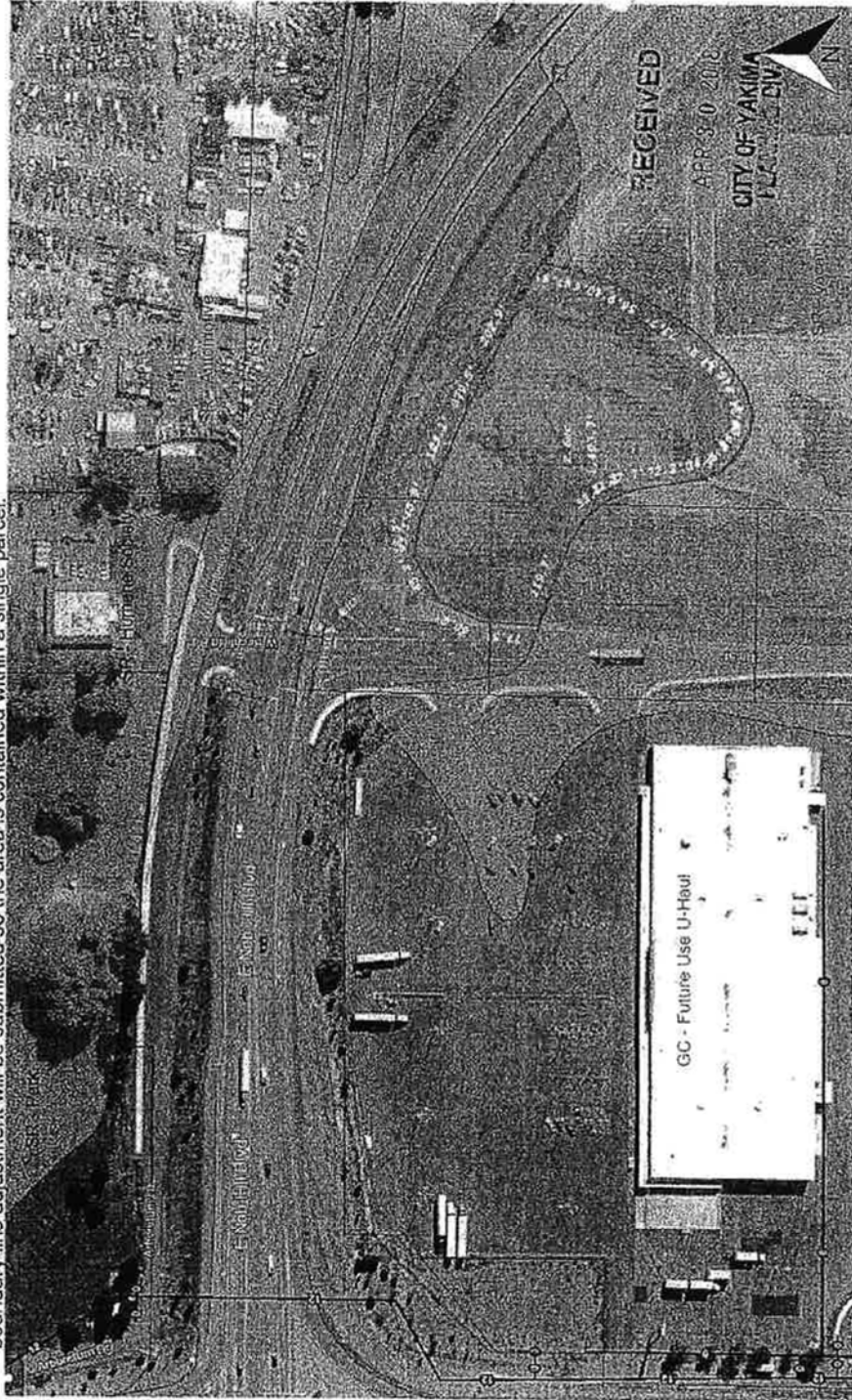
Exhibit "A"
Legal Description of Subject Property

That part of the Southwest quarter of Section 28 and the Southeast quarter of Section 29, Township 13 North, Range 19 East, W.M., described as follows:

Commencing at the East quarter corner of said Section 29;
Thence North $89^{\circ}17'40''$ West along the North line of the Southeast quarter of said Section 29 a distance of 205.60 feet to the Northerly extension of the "W-Line" shown on Washington State Department of Transportation (WSDOT) right of way plans "SR 82 SR 24 Interchange" dated March 26, 2004;
Thence South $0^{\circ}25'20''$ West along said "W-Line" and its Northerly extension 396.05 feet;
Thence South $89^{\circ}34'40''$ East 70.00 feet the Easterly right of way line of South 22nd Street as shown on said WSDOT right of way plans and the Point of Beginning;
Thence North $0^{\circ}25'20''$ East along said right of way line 138.99 feet to an angle point in the Southerly right of way line of State Route 24;
Thence North $59^{\circ}34'05''$ East along said right of way line 86.13 feet to a point on a curve concave to the Southwest, the center of said curve bearing South $18^{\circ}19'49''$ West 1575.00 feet;
Thence Southeasterly along said curve consuming a central angle of $17^{\circ}23'43''$ an arc length of 478.18 feet;
Thence North $71^{\circ}25'18''$ West 21.68 feet to the point of curvature of a curve concave to the South and having a radius of 45.00 feet;
Thence Southwesterly along said curve consuming a central angle of $86^{\circ}38'41''$ an arc length of 68.05 feet;
Thence South $21^{\circ}56'01''$ West 39.49 feet to the point of curvature of a curve concave to the Northwest and having a radius of 400.00 feet;
Thence Southwesterly along said curve consuming a central angle of $23^{\circ}37'37''$ an arc length of 164.95 feet;
Thence South $45^{\circ}33'39''$ West 25.92 feet to the point of curvature of a curve concave to the Northeast and having a radius of 82.00 feet;
Thence consuming central angle of $126^{\circ}10'43''$ an arc length of 180.58 feet;
Thence North $8^{\circ}15'39''$ West 73.57 feet to the point of curvature of a curve concave to the Southwest and having a radius of 125.00 feet;
Thence consuming a central angle of $61^{\circ}58'27''$ and arc length of 135.21 feet;
Thence North $70^{\circ}14'06''$ West 72.45 feet to the Point of Beginning;
Situate in Yakima County, Washington.

Exhibit "B"
Site Map

City of Yakima Comprehensive Plan and Rezone application. The approximately 2.6 acre area outlined below contains the portions of Parcels 191328-32005, 191329-41400, and 191329-41404 which are outside of the 100-year FEMA Floodplain. If approved, a boundary line adjustment will be submitted so the area is contained within a single parcel.



Address: Vicinity of SR-24 and S 24th St. Zoning: SR Future Land Use: Low Density Residential
Parcels: 191328-32005, 191329-41400, 191329-41404

City of Yakima, 2220 East Viola
Yakima, WA 98901

Exhibit "C" **Prohibited Uses**

1. Low barrier emergency shelter.
2. Halfway house.
3. Treatment centers for drug and alcohol rehabilitation.
4. Correctional facilities.
5. A tavern, bar, nightclub, cocktail lounge, liquor store, discotheque, dance hall or any other establishment selling alcoholic beverages for on-premises consumption; provided, however, the foregoing shall not prohibit the operation of a restaurant where the sale of alcoholic beverages therein comprises less than thirty (30%) percent of the restaurant's gross revenues.
6. A service station, automotive repair shop, truck stop or vehicle fueling station.
7. A flea market or pawnshop.
8. A dry cleaning plant, central laundry or laundromat (which shall not preclude a "drop off" and "pick up" dry cleaning service where all dry cleaning processes shall be located outside of such premises).
9. A piercing pagoda or tattoo parlor or similar establishment.
10. An adult type bookstore or other establishment selling, renting, displaying or exhibiting pornographic or obscene materials (including without limitation: magazines, books, movies, videos, photographs or so called "sexual toys") or providing adult type entertainment or activities (including, without limitation, any displays of a variety involving, exhibiting or depicting sexual themes, nudity or lewd acts.
11. A massage parlor or any establishment purveying similar services.
12. A mobile home or trailer court, labor camp, junkyard or stockyard.
13. A landfill, garbage dump or for the dumping, disposing, incineration or reduction of garbage.
14. A gambling establishment of any kind including, without limitation, a casino, bingo parlor or betting parlor (but lottery tickets may be sold and

government sponsored lottery and similar gaming devices may be operated incidental to non-casino and non-hotel primary business at the premises).

15. An assembling, manufacturing, industrial, distilling, refining or smelting facility.

16. A storage warehouse or storage facility, except for storage incidental to a permitted use.

17. Any use which regularly emits a noxious odor, loud noises or sounds which can be heard or smelled outside of the occupant's premises.

18. A "so called" head shop.

19. A store or facility for the retail, wholesale or medical distribution of marijuana, or the sale or distribution of drugs or drug products by any business other than a licensed pharmacy.

Exhibit "D"
License Agreement

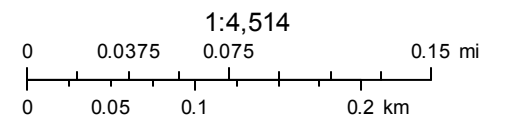
Appendix D
Water Extension Options

Camp Hope options - Water



March 26, 2018

- | | | | |
|-----------------|----------------------------------|-----------------------|-----------------|
| ● Fire Hydrants | 2015 Aerial Photo - Selah | ■ Blue: Layer_3 | ■ Green: Band_2 |
| — Water Pipes | ■ Red: Layer_1 | ortho2005e.sid | ■ Blue: Band_3 |
| | ■ Green: Layer_2 | ■ Red: Band_1 | |



Yakima GIS
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS,

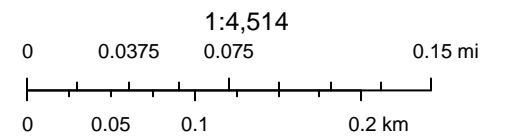
Appendix E
Wastewater Extension Options

CityMap



May 18, 2018

— WATER
— SEWER

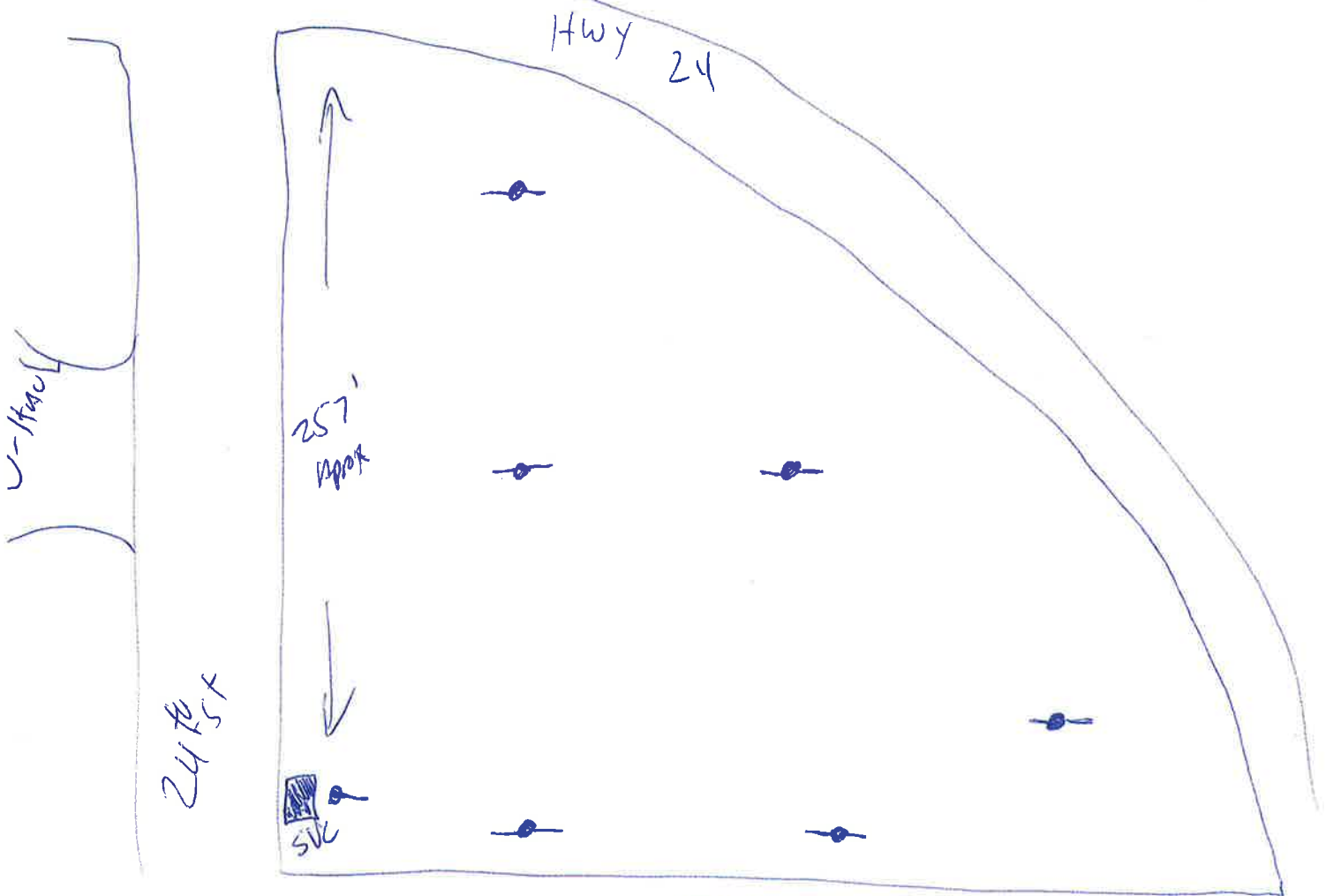


Yakima GIS
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus

City of Yakima,
Washington City of Yakima,
Washington - 2017

Appendix F
Light Pole Locations

LIGHT POLE LOCATIONS



1 svc panel - w/breakers

540' approx

7 poles

7 recepticals 4/94uy

13 Arms 10'

13 120W AEL LED'S

Trench - conduit - ground rods - wire

Appendix G
LiveView Technologies Cut Sheet



WHO IS LVT?

LiveView Technologies (LVT) provides cutting-edge surveillance technology. We combine proprietary software and hardware for a completely mobile, 24/7 cloud-based security solution. Our units do not require power or internet, can be set up in 30 minutes or less, and can be deployed anywhere in the world.

Furthermore, LVT makes security proactive instead of reactive. Traditional covert security and surveillance helps for evidentiary purposes. Our technology goes beyond this with active deterrence to dissuade crime and alerts users the instant there is an incursion on their property, giving property owners an opportunity to act before damage is done.

- 1 TWO WAY SPEAKER 2 ANTENNA 3 STROBE LIGHTS
- 4 (INSIDE) EDGE CONTROLLER 2TB SSD 5 TOOL-LESS INSTALLATION
- 6 FLOOD LIGHT 7 THERMAL CAMERA
- 8 OPTICAL CAMERA 9 360° PTZ CAMERA

LVT HARDWARE + SOFTWARE

Unlike traditional security solutions, we rely heavily on overt security solutions. Our hardware is easy to spot, and we purposefully draw more attention to our units by equipping them with strobe lights, flood lights, and two-way speakers. Each of these features use top-of-the-line hardware and each connects to the LVT Platform, our video management system (VMS).

Furthermore, our units are completely mobile and require no wires. Instead, they combine solar power, batteries, and generators when necessary. This allows our units to be deployed anywhere—whether that is a busy streetcorner or a remote job site.



WANT TO LEARN MORE ABOUT LVT? [CONTACT US.](#)