

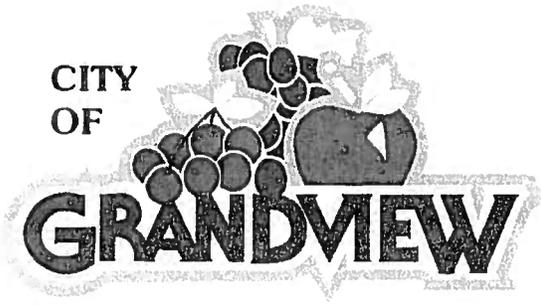
**GRANDVIEW CITY COUNCIL
MEETING AGENDA
TUESDAY, JULY 14, 2015**



REGULAR MEETING – 7:00 PM

PAGE

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **OATH OF OFFICE:** Council Position 4 – Mike Everett appointment 1
4. **PRESENTATIONS**
5. **PUBLIC COMMENT**
6. **CONSENT AGENDA**
 - A. Minutes of the June 23, 2015 regular meeting 2-6
 - B. Payroll Electronic Fund Transfers (EFT) Nos. 5401-5406 in the amount of \$76,747.09
 - C. Payroll Check Nos. 8156-8207 in the amount of \$28,471.82
 - D. Payroll Direct Deposit 06/16/15 – 06/30/15 in the amount of \$91,233.06
 - E. Claim Check Nos. 108422-108548 in the amount of \$416,720.00
7. **ACTIVE AGENDA**
 - A. Resolution No. 2015-35 authorizing the Mayor to sign an amendment to the Interlocal HOME Consortium Agreement with Yakima County 7-25
 - B. Ordinance No. 2015-10 amending Section 12.20.070 of the Grandview Municipal Code to eliminate the prohibition on carrying firearms in public parks as required by Ch. 9.41 RCW 26-29
 - C. Ordinance No. 2015-11 amending Section 2.48.160 of the Grandview Municipal Code to eliminate the prohibition on firearms in the City Cemetery as required by Ch. 9.41 RCW 30-31
8. **UNFINISHED AND NEW BUSINESS**
9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
10. **MAYOR & COUNCILMEMBER MEETING REPORTS**
11. **EXECUTIVE SESSION**
12. **ADJOURNMENT**



207 W. 2nd Street • Grandview, Washington 98930 • Tel: (509) 882-9200 • Fax: (509) 882-3099 • www.grandview.wa.us

June 30, 2015

Mike Everett
P.O. Box 668
Grandview, WA 98930

It is my pleasure to advise you that the Grandview City Council at their meeting on June 23, 2015 confirmed the recommendation of Mayor Norm Childress to appoint you to fill the unexpired term of Position 4 vacated by Councilmember Mike Bren. The unexpired term will expire on December 31, 2015. As a member of the City Council, you will play a significant role in providing input and support towards our community's best interests.

We would appreciate you attending the next Council meeting on Tuesday, July 14, 2015, 7:00 p.m., to be sworn into your new Council position.

On behalf of the City Council, thank you for agreeing to serve the citizens of our community. Your dedication is greatly appreciated.

Sincerely,

CITY OF GRANDVIEW

Anita G. Palacios, MMC
City Clerk

AGP

cc: Mayor Norm Childress
Cus Arteaga, City Administrator/Public Works Director

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
JUNE 23, 2015**

1. CALL TO ORDER

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

Present were: Mayor Childress and Councilmembers Dennis McDonald, Bill Moore, Jesse Palacios, Javier Rodriguez and Joan Souders. Excused from the meeting were Councilmembers Mike Bren and Gloria Mendoza.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios. Excused from the meeting was City Attorney Quinn Plant.

2. PLEDGE OF ALLEGIANCE

Jan McDonald led the pledge of allegiance.

3. OATH OF OFFICE – Dennis McDonald appointment (Position 6)

City Clerk Palacios administered the Oath of Office to newly appointed Councilmember Dennis McDonald (Position 6).

4. PRESENTATIONS

**A. Scott Miller, Director w/Yakima Valley Office of Emergency Management
RE: 2015 Emergency Management Program**

Scott Miller, Director with Yakima Valley Office of Emergency Management gave a presentation regarding the 2015 Emergency Management Program.

5. PUBLIC COMMENT – None

6. CONSENT AGENDA

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

- A. Minutes of the June 9, 2015 regular meeting
- B. Payroll Electronic Fund Transfers (EFT) Nos. 5391-5395 in the amount of \$108,784.37
- C. Payroll Check Nos. 8134-8155 in the amount of \$91,484.54
- D. Payroll Direct Deposit 06/01/15 – 06/15/15 in the amount of \$131,693.18
- E. Claim Check Nos. 108340-108421 in the amount of \$195,541.28

7. **ACTIVE AGENDA**

A. **Public Hearing – 2016-2021 Six-Year Transportation Improvement Program**

Mayor Childress opened the public hearing to receive comments on the 2016-2021 Six-Year Transportation Improvement Program by reading the public hearing procedure.

City Administrator Arteaga explained that each year during the month of June, the City was required to update the Six-Year Transportation Improvement Plan (TIP). He provided a brief summary of the projects that were included in the 2016-2021 TIP.

No comments were received during the public hearing or by mail and the hearing was closed.

B. **Resolution No. 2015-32 adopting the 2016-2021 Six-Year Transportation Improvement Program**

On motion by Councilmember Palacios, second by Councilmember Moore, Council unanimously approved Resolution No. 2015-32 adopting the 2016-2021 Six-Year Transportation Improvement Program.

C. **Closed Record Public Hearing – Petition for Annexation & Rezone – Port of Grandview, Lois Higgins Family LLC & Kenneth J. Castle**

Mayor Childress opened the closed record public hearing to consider a petition for annexation and rezone submitted by the Port of Grandview, Lois Higgins Family LLC and Kenneth J. Castle by reading the public hearing procedure.

There was no one in the audience who objected to his participation as Mayor or any of the Councilmembers' participation in these proceedings. None of the Councilmembers had an interest in this issue nor did any stand to gain or lose any financial benefit as a result of the outcome of this hearing and all indicated they could hear and consider the issue in a fair and objective manner.

The purpose of the hearing was for the Council to review the record and consider the pertinent facts relating to this issue. No new public testimony was allowed.

City Clerk Palacios provided the following review of the record.

The City received a Letter of Intent and Petition for Annexation and Rezone signed by the Port of Grandview, Lois Higgins Family LLC and Kenneth J. Castle requesting annexation of their properties to the City of Grandview. The petitioners elected to request annexation under the 60% petition method of annexation. The 60% petition method required signatures by owners of not less than 60% of the assessed value of the total property proposed for annexation. The petition contained sufficient signatures. The proposed annexation and rezone would include the following parcels: Parcel No. 230910-31004 (Port of Grandview); Parcel No. 230910-31003 (Lois Higgins Family LLC); Parcel Nos. 230910-34001 and 230910-34004 (Kenneth J. Castle) and Parcel No. 230910-34002 (Rantcos International Inc.).

The petitioners requested the area be annexed with an M-1 Light Industrial zoning. The parcels were included in the City's Urban Growth Area and the Comprehensive Future Land Use Map

designation was industrial for Parcel No. 230910-31004 (Port of Grandview); Parcel No. 230910-31003 (Lois Higgins Family LLC); and Parcel No. 230910-34002 (Rantcos International Inc.) and commercial for Parcel Nos. 230910-34001 and 230910-34004 (Kenneth J. Castle).

At the April 14, 2015 City Council meeting, Council accepted the proposed annexation, required the simultaneous adoption of zoning regulations consistent with the Urban Growth Area Future Land Use Map Designations—M-1 Light Industrial and C-2 General Business and required the assumption of all existing City indebtedness by the properties proposed to be annexed the same as all other property within the City in accordance with past practice, and agreed to have the annexation petition heard by a Hearing Examiner.

On May 19, 2015, a public hearing was held before the Hearing Examiner to receive comments on the proposed annexation and rezone. A copy of the Hearing Examiner's recommendation was attached hereto and incorporated herein as part of these minutes.

Council requested no clarification of the record.

The public hearing was declared closed.

On motion by Councilmember Moore, second by Councilmember Souders, Council unanimously accepted the Hearing Examiner's conclusions and recommendation that the Port of Grandview, Lois Higgins Family LLC & Kenneth J. Castle Petition for Annexation be approved with M-1 Light Industrial zoning for Port of Grandview Parcel No. 230910-31004, the Lois Higgins Family, LLC Parcel No. 230910-31003 and the Rantcos International, Inc. Parcel No. 230910-34002 and with C-2 General Business zoning for the Kenneth J. Castle Parcel Nos. 230910-34001 and 230910-34004.

- D. Resolution No. 2015-33 authorizing the petition to annex properties known as the Port of Grandview, Lois Higgins Family LLC & Kenneth J. Castle that is contiguous to the City of Grandview and providing for transmittal of said petition to the Yakima County Boundary Review Board for a 45-day review prior to taking final action**

On motion by Councilmember Palacios, second by Councilmember Souders, Council unanimously approved Resolution No. 2015-33 authorizing the petition to annex properties known as the Port of Grandview, Lois Higgins Family LLC & Kenneth J. Castle that is contiguous to the City of Grandview and providing for transmittal of said petition to the Yakima County Boundary Review Board for a 45-day review prior to taking final action.

- E. Resolution No. 2015-34 approving Change Order No. 1 with Inland Asphalt Company for the East Wine Country Plaza Improvement Project**

On March 24, 2015, the City entered into a contract with Inland Asphalt Company for the East Wine Country Plaza infrastructure improvements. Project funding remained following bid award of base improvements for the project. Additional public infrastructure improvements were needed in support of the project and remaining funds would be used to design and construct roadway improvements and irrigation improvements.

On motion by Councilmember Souders, second by Councilmember Rodriguez, Council unanimously approved Resolution No. 2015-34 approving Change Order No. 1 with Inland Asphalt Company for the East Wine Country Plaza Improvement Project.

8. UNFINISHED AND NEW BUSINESS

A. Councilmember Resignation – Councilmember Mike Bren

Mayor Childress announced that Councilmember Mike Bren submitted a letter of resignation from his Council position effective June 19, 2015.

Mayor Childress recommended that Mike Everett be appointed to fill the unexpired term vacated by Councilmember Bren. Mr. Everett filed for election in November 2015 and was running unopposed.

On motion by Councilmember Moore, second by Councilmember Souders, Council unanimously approved the appointment of Mike Everett to fill the unexpired term vacated by Councilmember Mike Bren.

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Council Retreat – The Council Retreat was scheduled for July 28th from 1:00 - 5:30 p.m., at the Library Program Room.

Employee Appreciation Picnic – The Employee Appreciation Picnic was scheduled for July 31st, 12:00 Noon at the Fire Department.

East Wine Country Plaza – All underground infrastructure was completed for the East Wine Country Plaza and paving would begin on June 26th. The grind and overlay of Wine Country Road would begin on June 29th.

Forsell Road Sidewalk Extension Project – The Forsell Road Sidewalk Extension project from Euclid to Wallace Way would begin on June 24th and completed by July 31st.

Westside Park Parking Lot Improvements – The Westside Park parking lot improvements began last week with trenches for the light pole installation. The School District provided recycled asphalt from the high school track renovation project that would be used as a base for the paving of the parking lot.

East Fourth Street and Birch Street Improvements – A public meeting for the East Fourth and Birch Street Improvements was held on June 9th to discuss the improvements with the neighborhood. Advertisement of bids was scheduled for July 1st with bid opening July 22nd. Construction would begin August 1st.

Water and Sewer Bond Refinancing – The water and sewer bond refinancing was completed last week. The City would save approximately \$174,000 over the next four years. In addition, the City received an A+ rating from the Standard & Poor's Rating Services.

Council Laptops – The Council laptops would be ready for use at the July 14th meeting.

10. MAYOR & COUNCILMEMBER MEETING REPORTS

Dog Park – Councilmember Souders reported that the small dog section of the dog park would be completed in July. The rule and regulation signs were done and a team of volunteers would be digging the holes for the fencing.

Community Parade – Councilmember Souders reported that the Chamber of Commerce would be organizing the Community Parade scheduled on August 6th.

11. EXECUTIVE SESSION – None

12. ADJOURNMENT

The regular meeting adjourned at 8:45 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

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Public Services

128 North Second Street · Fourth Floor Courthouse · Yakima, Washington 98901
(509) 574-2300 · 1-800-572-7354 · FAX (509) 574-2301 · www.co.yakima.wa.us
VERNA M. REDIFER, P.E., Director

June 30th, 2015

Memorandum

Yakima County is requesting an amendment to the HOME Consortium Intergovernmental Agreement dated September 1st, 2009 for the following reasons:

- Add additional jurisdictions; City of Harrah and City of Zillah
- Add the provision that the Lead Entity has the authority to amend the agreement to add additional jurisdictions once approved by the HOME Board.
- Add the provision that the Lead entity has authority to auto renew the agreement every three years (after notice is given that jurisdictions can opt out every 3 years)

By completing the amendment with the above provisions, it will alleviate having to obtain signatures every time a city may want to join or opt out or every time the agreement needs to be renewed.

If you have any questions please call me at 509-574-2239 or email andrea.reyes@co.yakima.wa.us

Respectfully,

Andrea Reyes

Andrea Reyes, HOME Administrator

Cc: file

Yakima County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding Yakima County's Title VI Program, you may contact the Title VI Coordinator at 509-574-2300.

If this letter pertains to a meeting and you need special accommodations, please call us at 509-574-2300 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the State's toll free relay service 1-800-833-6388 and ask the operator to dial 509-574-2300.

RESOLUTION NO. 2009-25

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AN INTERLOCAL HOME CONSORTIUM AGREEMENT WITH YAKIMA
COUNTY AND AUTHORIZING THE MAYOR TO SIGN SAID AGREEMENT**

WHEREAS, the United States Government, through the National Affordable Housing Act of 1930, has established the HOME investment Partnerships Act Program ("HOME" or "Home Program") and has designated the Lead Agency as a Participating Jurisdiction ("PJ") to administer such federal funds, subject to certain conditions, for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and,

WHEREAS, Section 216(2) of the Act, 42 U.S.C. 12746, provides that a consortium of geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate can be considered to be a single unit of general local government for the purposes of receiving an allocation and participating in the HOME Program and a determination has been made by the United States Department of Housing and Urban Development that the Participating Governments and Lead Agency are geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate and are eligible to participate in the HOME Program; and

WHEREAS, the Participating Governments and the Lead Agency recognize the need to address the regional issues of increasing the supply of permanent affordable housing for lower income households, and develop affordable and supportive housing opportunities for lower-income persons and families and the homeless in Yakima County and have determined that it will be mutually beneficial and in the public interest to enter into an intergovernmental agreement regarding regional participation in the HOME Program; and,

WHEREAS, the City of Grandview desires to enter into an intergovernmental agreement with the Lead Agency and other Participating Governments to participate in a Consortium for the purpose of implementing a regional HOME Program authorized by the Act to enhance cooperation between jurisdictions and to maximize the use of resources available to local governments to affect the housing -related problems of lower-income people,

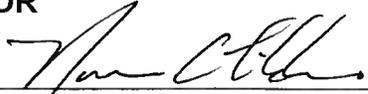
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, AS FOLLOWS:

1. The Interlocal Agreement with Yakima County and the other local governments that are a part of the Consortium in the form as is attached hereto and incorporated herein by reference is hereby approved.

2. The Mayor is hereby authorized to sign the Interlocal Agreement for the City.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on August 17, 2009.

MAYOR



ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**HOME CONSORTIUM
INTERGOVERNMENTAL AGREEMENT
PROGRAM YEARS 2010 - 2012**

This AGREEMENT, entered into this 1st day of Sept., 2009 by and between the **Yakima County** (Lead Agency,) and the Cities of **Grandview, Sunnyside, Toppenish, Union Gap, Mabton, and Wapato** (collectively the Participating Governments.) This Interlocal Agreement represents the entire and integrated agreement between the parties hereto and fully supersedes and replaces any prior negotiations, representations, or agreement(s), either written or oral that have been executed between the parties regarding the Consortium.

RECITALS

WHEREAS, the United States Government, through the National Affordable Housing Act of 1930, has established the HOME Investment Partnerships Act Program (HOME or HOME Program) and has designated Yakima County as the Lead Agency to administer such federal funds, subject to certain conditions, for the purpose of expansion and rehabilitation of the supply of decent, safe, sanitary, and affordable housing and to strengthen partnerships among all levels of government and the private sector; and

WHEREAS, Section 216 (2) of the Act, 42 U.S.C. 12746, provides that a consortium of geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate can be considered to be a single unit of general local government for the purposes of receiving an allocation and participating in the HOME Program and a determination has been made by the United States Department of Housing and Urban Development that the Participating Governments and Lead Agency are geographically contiguous or overlapping geographical areas within which separate legal governmental subdivisions operate and are eligible to participate in the HOME Program; and

WHEREAS, the Participating Governments and the Lead Agency recognize the need to address the regional issues of increasing the supply of permanent affordable housing for lower income households, and develop affordable and supportive housing opportunities for lower-income persons and families and the homeless in Yakima County and have determined that it will be mutually beneficial and in the public interest to enter into an intergovernmental agreement regarding regional participation in the HOME Program; and

WHEREAS, the Lead Agency desires to enter into an intergovernmental agreement with the Participating Governments to participate in a Consortium for the purpose of implementing a regional HOME Program authorized by the Act to enhance cooperation between jurisdictions and to maximize the use of resources available to local governments to affect the housing-related problems of lower-income people; and

WHEREAS, the Lead Agency has elected to administer such federal funds for itself and the Participating Governments through its Department of Human Services; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

1. DEFINITIONS

For the purpose of this Agreement, the terms defined in this section have the meanings given to them:

- A. "Act" means Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended, 42 U.S.C. 12701 et seq.
- B. "Consolidated Plan" is a HUD required document. It serves as a planning document for the Consortium and a funding application under the Community Planning and Development formula grant programs (Community Development Block Grant ("CDBG"), HOME, Emergency Shelter Grant (ESG) and Housing Opportunities for Persons with Aids (HOPWA).
- C. "Consortium" means the Participating Governments and Lead Agency acting pursuant to this Agreement.
- D. "HUD" means the United States Department of Housing and Urban Development.
- E. "Lead Agency" means Yakima County, designated to act in a representative capacity for itself and the Consortium for the purposes of implementing the HOME Regulations. Yakima County shall assume overall responsibility for ensuring that the Consortium's HOME Program is carried out in compliance with the requirements of 24 CFR part 92.101, including requirements concerning a Consolidated Plan.
- F. "Participating Governments" means Yakima County, and the cities of Grandview, Mabton, Sunnyside, Toppenish, Union Gap, and Wapato and shall be designated as the Consortium.
- G. "Regulations" means the rules and regulations promulgated pursuant to the Act, including but not limited to 24 CFR Parts 91 and 92, as amended.
- H. "Community Housing Development Organization" (CHDO) means a nonprofit organization whose mission is to develop, sponsor or own affordable housing and meets the criteria stated in 24 CFR 92.2.
- I. "Participating Jurisdiction" means the designation used by HUD to identify each jurisdiction or consortium participating in the HOME program.
- J. "Advisory Committee" means a group of individuals appointed by the Yakima County Board of Commissioners to provide recommendations on the implementation of the HOME program. The HOME Program Advisory Committee will have one representative from each Participating Government.

2. PURPOSE

The purpose of this Agreement is to form a Consortium of units of general local government to increase their ability to provide affordable housing for low- and moderate-income residents.

3. AGREEMENT

- A. Term: The initial term (also known as "qualification period") of this Agreement shall be program years 2010 - 2012. Pursuant to 24 CFR 92.101(e), no member of the Consortium may withdraw from the Agreement while the Agreement remains in effect. This Agreement shall be automatically renewed for a second three-year qualification period, unless terminated as set forth herein.

The Lead Agency shall provide a minimum of 30 days advance written notice to each Participating Government of the program requirements to be in effect for subsequent Federal fiscal years or qualifying periods. Notice shall be sent by the Lead Agency to the following:

Mayor
City of Grandview
207 West Second Street
Grandview, WA 98930

Mayor
City of Mabton
PO Box 355
Mabton, WA 98935

City Manager
City of Sunnyside
818 E. Edison Avenue
Sunnyside, WA 98944

City Manager
City of Toppenish
21 West First Avenue
Toppenish, WA, WA 98948

Mayor
City of Union Gap
PO Box 3008
Union Gap, WA, 98903-0008

Mayor
City of Wapato
205 E Third Street
Wapato, WA 98951

- B. Termination: This Agreement shall terminate if: 1) any one of the member jurisdictions provides written notice of their decision not to participate in a subsequent three-year qualification period, or 2) one or more of the jurisdictions fail(s) to adopt, and submit to HUD an amendment to this Agreement that incorporates all changes necessary to meet "Cooperation Agreement requirements" as prescribed by HUD in the Consortia Qualification Notice that is applicable to any subsequent qualification period beyond the original three-year term. The Lead Agency shall, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, notify the Participating Governments in writing of their right not to participate in the Consortium.
C. All Participating Governments will be on the program dates of July 1, 2010 through June 30, 2013 for the HOME and grant program.
D. Notices to the Participating Governments shall be sent to the addresses above in Section III.A. Notices to the Lead Agency shall be sent to Director, Yakima County Department of Human Services, 128 N 2nd Street, Room 102, Yakima, WA 98901-2639.

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- E. **Termination Notices:** Termination notices, if any, shall be sent by any non-renewing member jurisdiction to the Lead Agency 60 days prior to the end of the program year.
- F. **Program Administration:** Yakima County agrees to have decision-making authority regarding the Consolidated Plan, and program implementation, as well as to have regional oversight, representation, and authority on issues affecting Yakima County. The HOME Program Advisory Committee will have responsibility to review the Consolidated Plan, develop project selection criteria, and recommend projects for HOME funding.
- G. **Execution:** This Agreement shall be executed by the appropriate officers of each Participating Government and the Lead Agency pursuant to authority granted them by their respective governing bodies, and a copy of the authorizing resolution and executed Agreement shall be filed promptly at the offices of the Lead Agency.
- H. **Consolidated Plan:** The Lead Agency and Consortium shall cooperate in the implementation of the HOME Program and shall cooperate in the preparation of the Consolidated Plan by providing funds for the development of the Consolidated Plan, by providing input to the Plan, and by holding any required public meetings during the preparation of the Plan. Each Participating Government must fully approve each Consolidated Plan for such Plan to be considered to be approved and ready for submission to HUD.
- I. **Allocating HOME Program Funding:** The annual allocation of HOME program funds will be based on recommendations from the Advisory Committee.
- J. **Matching Funds:** Each Participating Government and the Lead Agency shall be responsible for providing matching funds required by federal regulations for any HOME funds allocated and accepted for use by that local government. As required by law, Participating Governments and Lead Agency allocations are subject to annual federal appropriations of HOME funds. No matching funds will be required from a Participating Government that chooses not to participate for a particular program year.

All use of matching funds by Participating Governments must be reported to the Lead Agency, in a format to be determined by the Lead Agency, by the end of each Federal fiscal year of this Agreement.

- K. **Affirmatively Furthering Fair Housing:** The Participating Governments certify that they will affirmatively further fair housing with all distributed HOME Consortium funds under this Agreement in compliance with 24 CFR 92.350. Each Participating Government will be responsible for compliance with HUD regulations and, if applicable, for their own preparation and submission to HUD of the Impediments to Fair Housing Plan. The Parties agree that the Lead Agency is prohibited from funding activities in or in support of a Participating Government that does not affirmatively further fair housing within its jurisdiction or that impedes the Lead Agency's actions to comply with the Consortium's fair housing certification. The Consortium acknowledges noncompliance by the Participating Governments may constitute

noncompliance by the Lead Agency, which may provide cause for funding sanctions or remedial actions by HUD.

- L. **Citizen Participation:** The Participating Governments certify that they will, with the Lead Agency, develop and adhere to a Citizen Participation Plan, concerning the use of HOME funds and low-income housing needs.
- M. **Program Income:** Program Income as defined at 24 CFR 92.2 generated by a Participating Government will be held by each Participating Government in a separate account specific to the HOME Program. Program Income will be used first before any HOME funds are drawn or requested for reimbursement and appropriate documentation of the receipt and use of program income will be provided to the Lead Agency in a format to be determined by the Lead Agency.

4. LEAD AGENCY RESPONSIBILITIES

- A. **Legal Liability and Responsibilities:** The parties hereto recognize and understand that the Lead Agency will be the governmental entity required to execute all grant agreements received from HUD pursuant to the Lead Agency's request for HOME funds. The Lead Agency will thereby become and will be held by HUD to be legally liable and have full responsibility for the execution of the HOME Program. The Lead Agency will be responsible for the Consortium's annual Action Plan or Five Year Consolidated Plan with an annual Action Plan component, when required, and for meeting the requirements of other applicable laws, overall administration, and performance of the HOME Program, including the HOME projects and activities to be conducted by the Participating Governments. The Lead Agency assumes overall responsibility for ensuring the Consortium's HOME Program is carried out in compliance with the requirements of the Program, including requirements concerning a Consolidated Plan as set forth in the Regulations.
- B. **Eligibility Review and Compliance Monitoring:** The Lead Agency's supervisory, program, and administrative obligations to the Participating Governments shall be limited to the performance of the administrative and program tasks necessary to make HOME funds available to the Participating Governments and to provide monitoring to various projects funded with HOME funds to ensure that they comply with applicable Federal laws and regulations. The Lead Agency shall be responsible for determining eligibility and confirming the compliance of the HOME Program projects with applicable Federal laws and regulations.
- C. **Reporting Requirements:** The Participating Governments will provide the Lead Agency with a semi-annual HOME Program activity report of HOME funded projects. The Participating Governments will, on a semi-annual reporting cycle, provide the Lead Agency with reports that capture and identify program income derived from the HOME funded activities.

5. PARTICIPATING GOVERNMENTS' RESPONSIBILITIES

- A. **Action Plan/Consolidated Plan Submissions:** The Participating Governments shall prepare and submit to the Lead Agency their own separate annual Action Plan for the HOME Program, if applicable. The Participating Governments will submit their Action Plan and/or Consolidated Plan to the Lead Agency within a time frame established by the Lead Agency to enable the Consortium's Annual Action or Consolidated Plan to be submitted as a joint submission to HUD.
- B. The Participating Governments shall submit reporting information called for by the Citizen Participation Plan to Lead Agency staff for inclusion into the report or plan. The Participating Governments are also responsible for informing their citizens of the impact of and proposed use of HOME funds within the Participating Governments' jurisdictions.
- C. **Reporting Requirements:** The Participating Governments shall prepare and submit to the Lead Agency for consolidation into one report the following reports, if applicable, for submission to HUD according to applicable deadlines: Impediments to Fair Housing, Citizen Participation Plan, Minority Business Enterprise/Women's Business Enterprise reports, federal cash transaction reports, and annual HOME Consolidated Action Plan Evaluation Report(s)(CAPER) as well as preparing and submitting any other reporting requirements that are required by HUD.
- D. **Lead Agency and Participating Government Cooperation:** The Lead Agency shall cooperate and work with the Participating Governments in the preparation of detailed projects and other activities to be conducted or performed within the Participating Government during the Federal Program Years this Agreement is in effect. The Participating Governments shall cooperate with the Lead Agency.
- E. **Disallowed Expenditures:** The Participating Governments assume full responsibility for payment of HOME expenditures made in their jurisdictions that are disallowed by HUD.

6. SPECIAL PROVISIONS

- A. **Independent Contractor:** The parties agree that, for the purposes of this Agreement, the Participating Governments are independent contractors and neither the Participating Governments nor any employee of the Participating Governments are an employee of the County. Neither the Participating Governments nor any employee of the Participating Governments are entitled to any benefits that Yakima County provides its employees. The Participating Governments are solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law.
- B. **Debarment Certification:** The Participating Governments, by signature to this Agreement, certify the Participating Governments are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions (debarred.) The

Participating Governments also agree to include the above requirement in any and all Subcontracts into which it enters. The Participating Governments shall immediately notify the Lead Agency if, during the term of this Agreement, any of the Participating Governments becomes debarred. The Lead Agency may immediately terminate this Agreement by providing the Participating Governments written notice if any of the Participating Governments becomes debarred during the term of this Agreement.

- C. **Nondiscrimination:** The Participating Governments agree that they shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW Chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq). In the event the Participating Governments violate this provision, the Lead Agency may terminate this Agreement immediately and bar the Participating Governments from performing any services for the Lead Agency in the future.
- D. **Indemnification:** Participating Governments shall protect, defend, indemnify, and save harmless all members of the Consortium, their officers, employees, and agents from any and all third party costs, claims and resultant costs (judgments and/or awards of damages) for bodily injury to person and damage to physical property to the extent resulting directly and proximately from the negligent acts of the Participating Governments, its officers, employees, and/or agent in performance of this Agreement.
- E. **Compliance with the Act:** In the event that there is a revision of the Act and/or Regulations that would cause this Agreement to be out of compliance with the Act or Regulations, all parties to the Agreement shall review this Agreement to reasonably and in good faith renegotiate those items necessary to bring the Agreement into compliance.

All parties understand that the refusal to renegotiate this Agreement may result in the loss of the effective use of the Agreement as of the date it is out of compliance with the Act and/or Regulations as amended.

- F. **Monitoring and Accounting:** Participating Governments shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles and complies with 24 CFR Part 85, Subpart C, "Post Award Requirements"; 24 CFR Part 570.489(e) "Program Income"; and the requirements and standards of OMB Circular A-87 "Cost Principles for State and Local Governments", All Participating Governments agree to make available all records and accounts pertaining to HOME funded projects covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials and the right to examine, excerpt, or transcribe any pertinent documents, papers, records, and books of persons or organizations with which Participating Governments may contract, involving transactions related to the project and this contract.
- G. **Other Applicable Laws:** All projects undertaken pursuant to this Agreement shall be subject to any relevant State statutes, home rule charter provisions, assessment,

planning, zoning, sanitary and building laws, ordinances, and regulations applicable to each Participating Government or smaller municipality in which a project receiving HOME funds is situated.

- H. **Amendments:** All amendments to this Agreement must be in writing and signed by the Lead Agency and Participating Governments.
- I. **Severability:** Invalidation of any one or more of the provisions of this Agreement shall in no way affect any of the other provisions thereof, which shall remain in full force and effect.
- J. **Financial Obligations of the Parties:** Each party's financial obligations under this Agreement are contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year obligations, a pledge of the credit of either party, or a payment guarantee by either party to the other party.

By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this Agreement from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs. The effect of this provision shall continue beyond the term of this agreement.

CITY OF GRANDVIEW

BOARD OF COUNTY COMMISSIONERS



Norma Childress, Mayor



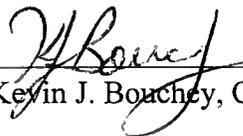
J. Rand Elliott, Chairman

8/17/09

Date



Michael D. Leita, Commissioner



Kevin J. Bouchey, Commissioner

Approved as to Form:



Deputy Prosecuting Attorney
WSBA # 35901

AGREEMENT AUTHORIZATION

Attest:



Christina S. Steiner, Clerk of the Board
Tiera L. Girard
Deputy Clerk of the Board



9/1/09

Date

By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this Agreement from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs. The effect of this provision shall continue beyond the term of this agreement.

CITY OF MABTON

BOARD OF COUNTY COMMISSIONERS

Mayor Velma Herrera

J. Rand Elliott, Chairman

8-11-09

Date

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner

Approved as to Form:

Deputy Prosecuting Attorney

WSBA #35901

AGREEMENT AUTHORIZATION

Attest:

Christina S. Steiner, Clerk of the Board

Tiera L. Girard

Deputy Clerk of the Board

9/1/09

Date



By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this Agreement from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs. The effect of this provision shall continue beyond the term of this agreement.

CITY OF SUNNYSIDE

BOARD OF COUNTY COMMISSIONERS

James Bridges
James Bridges, Interim City Manger

J. Rand Elliott
J. Rand Elliott, Chairman

August 25, 2009
Date

Michael D. Leita
Michael D. Leita, Commissioner

Kevin J. Bouchey
Kevin J. Bouchey, Commissioner

Approved as to Form:

Daniel R. Uel
Deputy Prosecuting Attorney
WSA # 3596

AGREEMENT AUTHORIZATION

Attest:

Tiera L. Girard
Christina S. Steiner, Clerk of the Board
Tiera L. Girard
Deputy Clerk of the Board

9/1/09
Date



By executing this Agreement, the undersigned Contractor hereby certifies under penalty of perjury under the laws of the State of Washington that the Contractor is a bona fide independent contractor pursuant to the rules and regulations of the Washington State Department of Revenue and, in the event it is determined that the Contractor is not a bona fide independent contractor, the County shall have the right to deduct all employment taxes, charges and penalties of any nature due as a consequence of this Agreement from any remaining funds due the Contractor and, in the event there are no funds due the Contractor, the Contractor agrees to reimburse the County for all such costs. The effect of this provision shall continue beyond the term of this agreement.

CITY OF TOPPENISH

BOARD OF COUNTY COMMISSIONERS

William C. Murphy

William C. Murphy, City Manager

J. Rand Elliott

J. Rand Elliott, Chairman

August 24, 2009

Date

Michael D. Leita

Michael D. Leita, Commissioner

Kevin J. Bouckley

Kevin J. Bouckley, Commissioner

Approved as to Form:

Donna J. Uiter

Deputy Prosecuting Attorney
WSBA #35801

AGREEMENT AUTHORIZATION

Attest:

Tiera L. Girard

Christina S. Steiner, Clerk of the Board
Tiera L. Girard
Deputy Clerk of the Board

9/1/09

Date



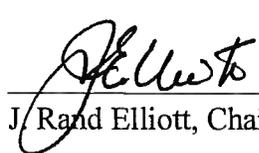
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CITY OF WAPATO

BOARD OF COUNTY COMMISSIONERS



Mayor Pro Tempore Tony Guzmán



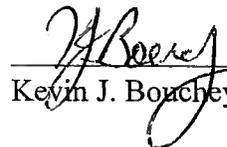
J. Rand Elliott, Chairman

08/04/09

Date

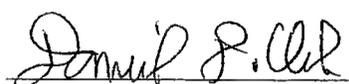


Michael D. Leita, Commissioner



Kevin J. Bouchey, Commissioner

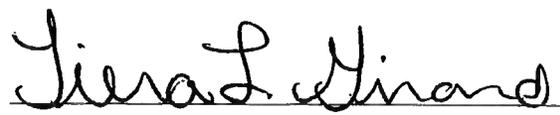
Approved as to Form:



Deputy Prosecuting Attorney
WSBA #35901

AGREEMENT AUTHORIZATION

Attest:



Christina S. Steiner, Clerk of the Board
Tiera L. Girard
Deputy Clerk of the Board

9/1/09

Date



RESOLUTION NO. 2015-35

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE
INTERLOCAL HOME CONSORTIUM AGREEMENT WITH YAKIMA COUNTY**

WHEREAS, the City of Grandview and Yakima County previously entered into an Interlocal HOME Consortium Agreement, and

WHEREAS, the Interlocal HOME Consortium Agreement has been amended, and

WHEREAS, the City wishes to approve the amendment to said interlocal agreement,

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

The Mayor is hereby authorized to sign an amendment to the Interlocal HOME Consortium Agreement with Yakima County in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on July 14, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AMENDMENT TO HOME INTERGOVERNMENTAL AGREEMENT

Dated September 1, 2009

This amendment is made to that agreement HOME CONSORTIUM INTERGOVERNMENTAL AGREEMENT PROGRAM YEARS 2010-2012 previously executed by and between **Yakima County** (Lead Agency), hereinafter called County and the Cities of **Grandview, Sunnyside, Toppenish, Union Gap, Mabton, and Wapato** hereinafter called Participating Jurisdictions (PJs) It is mutually understood and agreed by and between the undersigned contracting parties to amend that previously executed agreement as follows:

Section 3, Paragraph A, *Term* is amended, effective June 30th' 2015 to add the following:

This agreement shall automatically be renewed for the Consortium's participation in successive qualification periods of three federal fiscal years each. No later than the date specified by HUD's consortia designation notice or HOME Consortia web page, the Lead Entity shall notify each Consortium Member in writing of its right to decide not to participate in the Consortium for the next qualification period and the Lead Entity shall send a copy of each notification to the HUD Field Office.

If a Consortium Member decides not to participate in the Consortium for the next qualification period, the Consortium Member shall notify the Lead Entity, and the Lead Entity shall notify the HUD Field Office, before the beginning of the new qualification period.

Before the beginning of each new qualification period, the Lead Entity shall submit to the HUD Field Office a statement of whether or not any amendments have been made to this agreement, a copy of each amendment to this agreement, and, if the Consortium's membership has changed, the state certification required under 24 C.F.R. § 92.101(a)(2)(i). The Consortium shall adopt any amendments to this agreement that are necessary to meet HUD requirements for consortium agreements in successive qualification periods.

The automatic renewal of the agreement will be void if: the Lead Entity fails to notify a Consortium member or the HUD field office as required under this automatic renewal provision or the Lead Entity fails to submit a copy of each amendment to this agreement as required under this automatic renewal provision.

Section 3, is amended, effective June 30th' 2015 to add the following jurisdictions:

**Mayor
City of Zillah
503 First Avenue
PO Box 475
Zillah, WA 98935**

**Mayor
City of Harrah
11 E. Pioneer St
Harrah, WA 98933**

Section 3, is changed effective June 30th' 2015 to add new members, new paragraph:

N. Adding new members to Yakima County HOME Consortium: The County as Lead Entity has the authority to submit an amendment to the current consortium agreement on behalf of the Consortium to add in new PJs at any time during the qualification period pending the approval of the Yakima County HOME Board.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

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AMENDMENT TO HOME INTERGOVERNMENTAL AGREEMENT - Dated September 1, 2009

DONE this 30th day of June 2015

PARTICIPATING JURISDICTIONS

City of Grandview

Norm Childress, Mayor Date

City of Harrah

Barbara Harrer, Mayor Date

City of Mabton

Mario Martinez, Mayor Date

City of Sunnyside

James A. Restucci, Mayor Date

City of Toppenish

Lance Hoyt, Interim City Manager Date

City of Union Gap

Roger Wentz, Mayor Date

City of Wapato

Jesse Farias, Mayor Date

City of Zillah

Gary Clark, Mayor Date

BOARD OF YAKIMA COUNTY

J. Rand Elliott, Chairman

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

Attest: Tiera L. Girard
Clerk of the Board

Approved as to form:

Deputy Prosecuting Attorney

25

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

ITEM TITLE

Ordinance No. 2015-10 amending Section 12.20.070 of the Grandview Municipal Code to eliminate the prohibition on carrying firearms in public parks as required by Ch. 9.41 RCW

And

Ordinance No. 2015-11 amending Section 2.48.160 of the Grandview Municipal Code to eliminate the prohibition on firearms in the City Cemetery as required by Ch. 9.41 RCW

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

AGENDA DATE: July 14, 2015

ORIGINATING SOURCE

Police Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

N/A

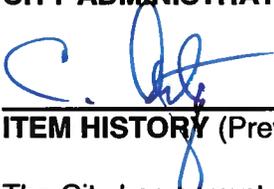
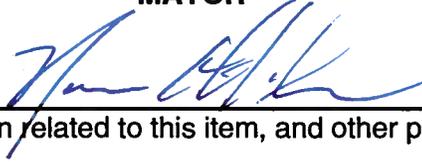
DEPARTMENT HEAD REVIEW

Kal Fuller, Police Chief



CITY ADMINISTRATOR

MAYOR

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

The City has current ordinances involving firearms that do not reflect state law. Grandview Municipal Code Sections 12.20.070 and 2.48.160 need to be amended to mirror state law.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

The second amendment to the US Constitution limits government's authority to regulate the citizens right to keep and bear arms.

The State of Washington has in Ch. 9.41 RCW preempted the entire field of firearms regulation within the boundaries of the State of Washington.

In RCW 9.41.290, the state has authorized municipalities to prohibit the general public from discharging firearms in any portion of a municipality where there is a reasonable likelihood that humans, domestic animals or property will be jeopardized.

Current municipal codes prohibit the *possession* of firearms within city parks and cemetery. State law only allows cities to prohibit *discharging* firearms in these areas.

These two changes in the Grandview Municipal Code will bring them in line with state law.

ACTION PROPOSED

Ordinance No. 2015-10 amending Section 12.20.070 of the Grandview Municipal Code to eliminate the prohibition on carrying firearms in public parks as required by Ch. 9.41 RCW and Ordinance No. 2015-11 amending Section 2.48.160 of the Grandview Municipal Code to eliminate the prohibition on firearms in the City Cemetery as required by Ch. 9.41 RCW.

ORDINANCE NO. 2015-10

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING SECTION 12.20.070 OF THE GRANDVIEW MUNICIPAL CODE TO
ELIMINATE THE PROHIBITION ON CARRYING FIREARMS IN PUBLIC PARKS
AS REQUIRED BY CH. 9.41 RCW**

WHEREAS, the State of Washington has in Ch. 9.41 RCW preempted the entire field of firearms regulation within the boundaries of the State of Washington except as authorized in RCW 9.41.290; and

WHEREAS, the State of Washington has in RCW 9.41.290 authorized municipalities to prohibit the general public from discharging firearms in any portion of a municipality where there is a reasonable likelihood that humans, domestic animals or property will be jeopardized; and

WHEREAS, the Grandview Municipal Code at section 12.20.070 prohibits *inter alia* the carrying of firearms in city parks; and

WHEREAS, the City Council finds and determines amending section 12.20.070 of the Grandview Municipal Code to eliminate the prohibition on carrying firearms in city parks is the best interest of the residents of the City of Grandview and will benefit the general health, safety and welfare,

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

Section 1. Grandview Municipal Code Section 12.20.070, Explosives or weapons, which currently reads as follows:

12.20.070 Explosives or weapons.

It is unlawful to shoot, fire or explode any firearm, fireworks, firecracker, torpedo or explosive of any kind or to carry any firearm or to shoot or fire any air gun, bows and arrows, BB gun or use any slingshot in any park, except for professional fireworks displays allowed under this code and except for law enforcement personnel.

is hereby amended to read as follows:

12.20.070 Explosives or weapons.

It is unlawful to shoot, fire or explode any firearm, fireworks, firecracker, torpedo or explosive of any kind or to shoot or fire any air gun, bows and arrows, BB gun or use any slingshot in any park, except for professional fireworks displays allowed under this code and except for law enforcement personnel.

Section 2. This ordinance shall be in full force and effect five days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on July 14, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 7/15/15
EFFECTIVE: 7/20/15

ORDINANCE NO. 2015-11

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING SECTION 2.48.160 OF THE GRANDVIEW MUNICIPAL CODE TO
ELIMINATE THE PROHIBITION ON FIREARMS IN THE CITY CEMETERY
AS REQUIRED BY CH. 9.41 RCW**

WHEREAS, the State of Washington has in Ch. 9.41 RCW preempted the entire field of firearms regulation within the boundaries of the State of Washington except as authorized in RCW 9.41.290; and

WHEREAS, the State of Washington has in RCW 9.41.290 authorized municipalities to prohibit the general public from discharging firearms in any portion of a municipality where there is a reasonable likelihood that humans, domestic animals or property will be jeopardized; and

WHEREAS, the Grandview Municipal Code at section 2.48.160 prohibits *inter alia* the possession of firearms within the City cemetery except for military funerals and commissioned police officers; and

WHEREAS, the City Council finds and determines amending section 2.28.160 of the Grandview Municipal Code to prohibit the discharge but not possession of firearms in the City cemetery is the best interest of the residents of the City of Grandview and will benefit the general health, safety and welfare,

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

Section 1. Grandview Municipal Code Section 2.48.160, Miscellaneous, which currently reads as follows:

2.48.160 Miscellaneous.

A. No vehicle shall be driven within the park at a speed exceeding 15 miles per hour. Cars should be driven on the right side of all driveways and exceptional care should be exercised to avoid accidents.

B. Soliciting work of any description or placing business cards or signs on any section or lots will not be permitted and persons doing such acts will be excluded from the grounds.

C. No money for any work done should be paid to any workman on the grounds. All payments shall be paid at the office of the public works department.

D. Employees are forbidden to accept gratuities from anyone.

E. No firearms will be permitted within the grounds except at military funerals and commissioned police officers.

F. The city reserves the right to refuse admission to bicycles or motorcycles except such as may be in attendance at funerals or on business.

is hereby amended to read as follows:

2.48.160 Miscellaneous.

A. No vehicle shall be driven within the park at a speed exceeding 15 miles per hour. Cars should be driven on the right side of all driveways and exceptional care should be exercised to avoid accidents.

B. Soliciting work of any description or placing business cards or signs on any section or lots will not be permitted and persons doing such acts will be excluded from the grounds.

C. No money for any work done should be paid to any workman on the grounds. All payments shall be paid at the office of the public works department.

D. Employees are forbidden to accept gratuities from anyone.

E. No firearms may be discharged within the grounds except at military funerals or by commissioned police officers.

F. The city reserves the right to refuse admission to bicycles or motorcycles except such as may be in attendance at funerals or on business.

Section 2. This ordinance shall be in full force and effect five days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on July 14, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 7/15/15

EFFECTIVE: 7/20/15