

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MAY 24, 2016**



REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
 - A. New Employee Introductions – Police Sergeant Seth Bailey and Police Officer German Medina
 - B. Dykstra Park Disc Golf Course Expansion 1
- 4. PUBLIC COMMENT** – The public may address the Council on items on the agenda.
- 5. CONSENT AGENDA**

Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.

 - A. Minutes of the May 10, 2016 Committee-of-the-Whole meeting 2-3
 - B. Minutes of the May 10, 2016 regular meeting 4-6
 - C. Payroll Electronic Fund Transfers (EFT) Nos. 5558-5562 in the amount of \$71,611.95
 - D. Payroll Check Nos. 8826-8844 in the amount of \$80,700.60
 - E. Payroll Direct Deposit 05/01/16 – 05/15/16 in the amount of \$86,565.55
 - F. Claim Check Nos. 110522-110626 in the amount of \$948,003.60
- 6. ACTIVE AGENDA**
 - A. Resolution No. 2016-27 approving Task Order 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation 7-11
 - B. Ordinance No. 2016-4 amending the 2016 annual budget 12-14
 - C. Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications (ordinance introduction only) 15-31
 - D. Resolution No. 2016-28 approving the Public Works Agreement between the City of Grandview and Teamsters Local No. 760 for the period of January 1, 2016 through December 31, 2018 32-72
 - E. Non-Union Employee Salaries and Recommendations 73-88
 - F. City Administrator/Public Works Director Employment Agreement 89-95
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER MEETING REPORTS**
- 10. ADJOURNMENT**

MEMORANDUM

May 11, 2014

To: Cus Arteaga, City Administrator

From: Mike Carpenter, Parks and Recreation Director

Subject: Dykstra Park Disc Golf Course Extension Proposal

I am pleased to inform you that we have an enthusiastic and organized group who wish to take the extra steps in establishing an additional 9 holes at the Dykstra Park disc golf course. There are several businesses that have already pledge funding toward this endeavor and I believe we need to capitalize on the excitement and momentum to date.

As you know, the Grandview Rotary Club holds an annual disc golf tournament at Dykstra Park. The Rotarians have a significant interest in assisting with the expansion of the course for the betterment of the community. The Grandview Rotary Club has also agreed to channel project donations and funding through their books so that individuals or organizations that contribute can receive a tax reduction. If everything goes according to plan, including City Council approval; we anticipate seeing the expansion completed by late fall of 2016.

I would like to invite this group to the next Committee of the Whole meeting to make a presentation to our City Council. I feel it is important to keep City Council informed as to what the project entails. The presentation would include a map depicting the new hole and launch pad locations, cost estimates, safety provisions and a time frame.

As soon as we get a meeting date and time, we will gladly notify everyone.

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING MINUTES
MAY 10, 2016**

1. CALL TO ORDER

Mayor Norm Childress called the Committee-of-the-Whole meeting to order at 6:00 p.m. in the Council Chambers at City Hall.

2. ROLL CALL

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Bill Moore, Javier Rodriguez. Councilmember Gloria Mendoza arrived at 6:15 p.m. Excused from the meeting were Councilmembers Dennis McDonald and Joan Souders.

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.

3. CITIZEN PARTICIPATION – None

4. NEW BUSINESS

A. Charter Communications Franchise Renewal

On April 14th, the City received an e-mail from Steven Gerber, Senior Manager Government Affairs, Charter Communications, regarding Charter Communications franchise renewal. It stated that the franchise agreement between Falcon Video Communications, L.P., locally known as Charter Communications (“Charter”), and the City of Grandview would expire on September 16, 2016. Charter timely filed its request for renewal of its franchise with the City under Section 626 of the Cable Act (47 U.S.C. § 546). A copy of the proposed franchise agreement was circulated to Council for consideration. The agreement was similar to the current franchise with the City.

Mr. Gerber attended the meeting and provided a synopsis of the franchise agreement renewal.

Following discussion, it was the consensus of the C-O-W to forward the franchise agreement to the next regular Council meeting for consideration.

B. Asahel Curtis Well (S17) Rehabilitation Task Order with HLA Engineering & Land Surveying, Inc.

Staff presented Task Order No. 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation. The City would like to rehabilitate the existing Asahel Curtis Well (S17). This well source has been offline since 2009 due to significant loss in capacity, continual pump failures, and water quality issues. This project would include evaluation of the existing well condition and water quality, followed by cleaning and rehabilitation of the well, and installation of a new well pump and motor to return this source to active service. These upgrades would improve overall system reliability and provide additional well capacity to meet system demands. The total estimated project cost, including engineering design and construction services was estimated to be \$155,000.00. This amount included

\$120,000.00 for construction and \$35,000.00 for engineering design and construction services.

City Administrator Arteaga advised that Council allocated \$155,000 in the 2016 budget for the rehabilitation of the Asahel Curtis (S17) Well.

Councilmember Brewer requested that Council be provided with information on the gallons per minute pumped when originally drilled, following rehabilitation, and before it went offline.

Following discussion, it was the consensus of the C-O-W to forward the Asahel Curtis Well (S17) Task Order with HLA Engineering & Land Surveying, Inc., to the next regular Council meeting for consideration.

C. 2016 Beautification Projects

At the November 9, 2015 special budget meeting, the 2016 Council Goals were reviewed. The Council prioritized the goals as follows:

- Improve trailer court on Wine Country Road – Install a fence along the road right-of-way at an estimated cost of \$8,500. The fence would be on City road right-of-way and would be owned by the City. The Council incorporated \$8,500 into the 2016 budget.
- Improve repair garages on East Wine Country Road – Install a fence along the road right-of-way at an estimated cost of \$8,100. The fence would be on City road right-of-way and owned by the City. The Council incorporated \$8,100 into the 2016 budget.
- Rename Stokely Square to a patriotic theme (Freedom Square) – Rename Stokely Square to “Freedom Square” and incorporate the renaming with the annual Fourth of July Flag Raising ceremony. Staff was instructed to obtain cost estimates for new sign, flag pole, etc. Final design to be approved by Council. The Council incorporated \$15,000 into the 2016 budget.
- Review steps for Dykstra Park from the parking lot to the park – Change the pathway location to the north by paving a path to meet the walking pathway in the park at an estimated cost of \$5,000 and eliminate the old steps. The Council incorporated \$5,000 into the 2016 budget.

Following discussion, it was the consensus of the C-O-W, as follows:

- Proceed with changing the pathway location at Dykstra Park.
- Obtain pricing of cyclone fencing in front of the trailer court at 401 West Wine Country Road and the repair garage at 710 East Wine Country Road.
- Table the renaming of Stokely Square.

5. **OTHER BUSINESS** – None

6. **ADJOURNMENT**

The study session adjourned at 6:50 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
MAY 10, 2016**

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 Gaylord Brewer, Mike Everett, Bill Moore, Gloria Mendoza and Javier Rodriguez. Councilmember Joan Souders arrived at 7:10 p.m. Excused from the meeting was Councilmember Dennis McDonald.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Rudy Cortez led the pledge of allegiance.

3. PRESENTATIONS

A. Benton County Mosquito Control District – 2015 Annual Report – Rudy Cortez

Benton County Mosquito Control Trustee Rudy Cortez, representative for the City of Grandview, presented the 2015 Annual Report of the Benton County Mosquito Control District.

B. Hotrods @ Herb's Bar & Grill – Street Closure Request – Robert Conklin

Robert and Elizabeth Conklin requested a street closure of the 100 block of Division on June 18th from 9:00 am to 4:00 pm for a car and bike show to benefit the Extra Mile Student Center.

Councilmember Mendoza recused herself from the discussion due to the potential conflict of interest with her business being located within the street closure request area.

During discussion, Council requested that two portable restrooms be provided for the event.

Councilmember Everett moved and Councilmember Souders seconded to amend the agenda to add this item to the Active Agenda (C) for consideration.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Souders, Council called the question.

On motion by Councilmember Everett, second by Councilmember Souders, Council amended the agenda to add this item to the Active Agenda (C) for consideration.

4. PUBLIC COMMENT – None

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5. CONSENT AGENDA

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

- A. Minutes of the April 26, 2016 regular meeting**
- B. Payroll Electronic Fund Transfers (EFT) Nos. 5549-5554 in the amount of \$79,702.82**
- C. Payroll Check Nos. 8785-8825 in the amount of \$25,319.18**
- D. Payroll Direct Deposit 04/16/16 – 04/30/16 in the amount of \$89,194.73**
- E. Claim Check Nos. 110424-110521 in the amount of \$140,051.23**

6. ACTIVE AGENDA

- A. Ordinance No. 2016-3 repealing Section 2.04.030 Failure to attend meeting – Arrest and Section 2.04.040 Penalty for refusal to attend meeting of the Grandview Municipal Code**

At the April 26, 2016 meeting, Council adopted Resolution No. 2016-23 amending the Grandview City Council Procedures Manual. Pursuant to amendments adopted in the Council Procedures Manual, Section 2.04.030 Failure to attend meeting – Arrest and Section 2.04.040 Penalty for refusal to attend meeting of the Grandview Municipal Code must be repealed.

On motion by Councilmember Everett, second by Councilmember Brewer, Council approved the Ordinance No. 2016-3 repealing Section 2.04.030 Failure to attend meeting – Arrest and Section 2.04.040 Penalty for refusal to attend meeting of the Grandview Municipal Code.

- B. Resolution No. 2016-26 authorizing the Mayor to sign a Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Improvements from Ash Street to Fir Street**

The City was selected by the Washington State Transportation Improvement Board to receive Arterial Preservation Program funding in the amount of \$406,341 for the Wine Country Road improvements from Ash Street to Fir Street. On December 8, 2015, Council approved Resolution No. 2015-56 authorizing the Mayor to sign the Washington State Transportation Improvement Board (TIB) Fuel Tax Grant Agreement for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 Wine Country Road from Ash Street to Fir Street. On January 12, 2016, Council approved Resolution No. 2016-3 authorizing the Mayor to sign the TIB Consultant Agreement with HLA Engineering and Land Surveying, Inc., for design services. At the April 26, 2016 Council meeting, staff advised that the TIB Consultant Agreement with HLA would be presented to Council at the May 10th meeting for professional engineering services for construction of the Wine Country Road improvements in the amount of \$53,320.

On motion by Councilmember Moore, second by Councilmember Mendoza, Council approved the Resolution No. 2016-26 authorizing the Mayor to sign a Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the Wine Country Road Improvements from Ash Street to Fir Street.

C. Hotrods @ Herb's Bar & Grill – Street Closure Request – Robert Conklin

On motion by Councilmember Everett, second by Councilmember Moore, Council approved the Special Event Permit for the street closure of the 100 block of Division Street for the June 18th Hotrods Bike & Car Show with the condition that the applicant provide adequate portable restroom facilities.

Councilmember Mendoza recused herself from the vote due to the potential conflict of interest with her business being located within the street closure request area.

7. UNFINISHED AND NEW BUSINESS – None

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

OIE Road Water System Improvements – City Administrator Arteaga reported that construction on the OIE Road water system improvements was on schedule. The boring under the railroad tracks on Elm Street was completed and pipe inserted. The contractor was moving forward with water service connections.

Euclid/WCR Intersection and Forsell Half Street Improvements – City Administrator Arteaga reported that construction on the Euclid/Wine Country Road intersection and Forsell half street improvements began on May 2nd. The anticipated completion date was June 20th. The Forsell portion was 80% complete and the contractor would start the Euclid/WCR intersection improvements this week.

9. MAYOR & COUNCILMEMBER MEETING REPORT

YVCOG General Membership Meeting – The Yakima Valley Conference of Governments General Membership meeting was scheduled for May 18th at the Zillah Civic Center.

Yakima Valley Office of Emergency Management Meeting – The Yakima Valley Office of Emergency Management was holding a kick off meeting for the new Yakima County Emergency Preparedness & Limited English Proficiency Program on May 13th at the County Conference room in Union Gap.

10. ADJOURNMENT

On motion by Councilmember Mendoza, second by Councilmember Moore, Council adjourned the meeting at 7:55 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

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

ITEM TITLE

Resolution No. 2016-27 approving Task Order 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation

AGENDA NO.: Active 6 (A)

AGENDA DATE: May 24, 2016

ORIGINATING SOURCE

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR



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

At the May 10, 2016 Committee-of-the-Whole (COW) meeting, staff presented Task Order No. 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation. Following discussion, it was the consensus of the COW to forward the Asahel Curtis Well (S17) Task Order with HLA Engineering & Land Surveying, Inc., to the next regular Council meeting for consideration.

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.

Attached was Resolution No. 2016-27 approving Task Order 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation in the amount of \$35,000.

ACTION PROPOSED

Approve Resolution No. 2016-27 approving Task Order 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation.

RESOLUTION NO. 2016-27

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2016-06 WITH HLA ENGINEERING AND LAND
SURVEYING, INC., FOR THE ASAHIL CURTIS WELL (S17) REHABILITATION**

WHEREAS, the City of Grandview has entered into a General Services Agreement with Huibregtse, Louman Associates, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to rehabilitate the existing Asahil Curtis Well (S17),

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

The Mayor is hereby authorized to sign Task Order No. 2016-06 in the amount of \$35,000.00 with HLA Engineering and Land Surveying, Inc., for engineering design and construction management services on the Asahil Curtis Well (S17) rehabilitation project 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 May 24, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2016-06

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Asahel Curtis Well (S17) Rehabilitation

The City of Grandview (CITY) would like to rehabilitate the existing Asahel Curtis Well (S17). This well source has been offline since 2009 due to significant loss in capacity, continual pump failures, and water quality issues. This project will include evaluation of the existing well condition and water quality, followed by cleaning and rehabilitation of the well, and installation of a new well pump and motor to return this source to active service. These upgrades will improve overall system reliability and provide additional well capacity to meet system demands. The total estimated project cost, including engineering design and construction services is estimated to be \$155,000.00. This amount includes \$120,000.00 for construction and \$35,000.00 for engineering design and construction services.

SCOPE OF SERVICES:

At the direction of the CITY, HLA shall provide professional engineering services for the Asahel Curtis Well (S17) Rehabilitation project (PROJECT). HLA services shall include the following:

Engineering Design and Final Plans, Specifications, and Estimate

1. Perform field investigation as necessary to design the identified improvements.
2. Prepare design plans, specifications, and estimate for publicly-bid improvements, as authorized by the CITY.
3. Furnish up to ten (10) copies of the final plans and specifications for bidding and construction. It is anticipated HLA will prepare one (1) complete set of plans and specifications for one bid call/solicitation. Additional bid packages will be considered additional services.
4. Answer and supply such information as is requested by prospective bidders.
5. Prepare and issue addenda, if necessary.
6. Attend bid opening and participate in prospective bidder evaluation process.
7. Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
8. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

Services During Construction

1. Furnish a qualified resident engineer who shall make construction observations and be on the job site at all times significant work is in progress, whose duty shall be to provide surveillance of project construction for substantial compliance with plans and specifications.
2. Prepare and file progress reports on the PROJECT with the CITY and provide monthly progress estimates to the CITY.
3. Consult and advise the CITY during construction and make a final report of the completed work.

4. Review Contractor's submission of product data and shop drawings, where applicable.
5. Recommend to the CITY progress payments for the Contractor. It is anticipated that only one (1) progress payment request will be issued based upon the anticipated timeframe to complete this work.
6. Prepare and submit proposed contract change orders when applicable.
7. Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the Contractor. If as-built drawings from the Contractor are not received by HLA within thirty (30) calendar days from the date of the letter of recommendation of project acceptance, HLA will submit the reproducible record drawings to the CITY with a note stating that no as-built information was received by HLA.

Additional Services

1. Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

Items to be Furnished and Responsibility of CITY

1. Provide full information as to CITY requirements of the PROJECT.
2. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
3. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
4. Obtain approval of all governmental authorities having jurisdiction over the PROJECT, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT. Pay all review fees as costs associated with obtaining such approvals.
5. Pay for all necessary water quality sampling and tests.
6. Pay for project bid advertisement costs, if necessary.
7. Pay for all necessary testing costs not paid by the Contractor.
8. Pay for all necessary permit fees not paid by the Contractor.

TIME OF PERFORMANCE:

Following authorization to proceed, HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

1. Complete engineering design and final plans, specifications, and estimate within one hundred twenty (120) calendar days following authorization to proceed.
2. Engineering services during construction of the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through completion of construction, and completion of as-constructed drawings and labor document closeout. A maximum of ten (10) working days has been assumed for construction of improvements. Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the ten (10) working days shall be considered additional services.

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3. Time for completion of work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time of service request by the CITY.

FEE FOR SERVICE:

All work for engineering design and final plans, specifications, and estimate shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated maximum amount of \$17,000.00.

Services during construction shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated maximum amount of \$18,000.00.

Additional services, as directed/authorized by the CITY, shall be completed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses.

Proposed: *Theodore W. Pooler* *5/4/16*
HLA Engineering and Land Surveying, Inc. Date
Theodore W. Pooler, Vice President

Approved: _____
City of Grandview Date
Norm Childress, Mayor



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

ITEM TITLE

Ordinance No. 2016-4 amending the 2016 Annual Budget

AGENDA NO.: Active 6 (B)

AGENDA DATE: May 24, 2016

VISION 2021

MISSION - ...to create a FINANCIALLY SUSTAINABLE CITY

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer



CITY ADMINISTRATOR

MAYOR




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

Staff monitoring and review of fund and department budgets has identified a couple budget accounts to be amended. The first item is a network server upgrade at the Police Department. This expenditure was approved for the 2015 budget, but did not get spent until 2016. The second item is a TIB grant for LED streetlight conversion on Higgins Way. The resolution for this project was approved by Council at the September 22, 2015 meeting and work was completed in 2016. Ordinance No. 2016-2 attached provides for the amending of the 2016 Annual Budget to accommodate the changes in sources and uses.

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.

By Fund the highlights of the budget changes are:

YAKIMA COUNTY LAW & JUSTICE FUND: Appropriations for Network Server Upgrade results in a decrease in estimated **Ending Fund Balance**.

STREET FUND: Increase to Intergovernmental Revenues with the same amount in appropriations for Street Lighting results in no change to the **Estimated Ending Fund Balance**.

ACTION PROPOSED

Approve Ordinance No. 2016-4 amending the 2016 Annual Budget.

ORDINANCE NO. 2016-4

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2016 ANNUAL BUDGET**

WHEREAS, the original 2016 estimated beginning fund balances and revenues in numerous funds do not reflect available budget sources; and

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

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

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

Section 1. That the 2016 annual budget be amended to reflect the changes presented in Exhibit A.

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 24, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 5/25/16
EFFECTIVE: 5/30/16

Exhibit A - Ordinance No. 2016-4

Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Yakima Co. Law & Justice Tax

Original 2016 Budget	132,825	270,150	275,700	127,275	402,975
Amendment Amount	-	-	5,000	(5,000)	-
Amended Total	132,825	270,150	280,700	122,275	402,975

Street Fund

Original 2016 Budget	217,340	1,040,400	1,064,520	193,220	1,257,740
Amendment Amount	-	23,000	23,000	-	23,000
Amended Total	217,340	1,063,400	1,087,520	193,220	1,280,740

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

ITEM TITLE

Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications

(Ordinance introduction only)

AGENDA NO.: Active 6 (C)

AGENDA DATE: May 24, 2016

ORIGINATING SOURCE

City Administrator

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

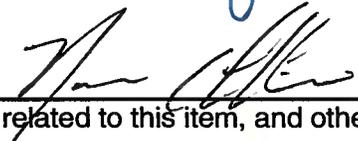
DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR



MAYOR

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

At the May 10, 2016 Committee-of-the-Whole (COW) meeting, the Charter Communications Franchise renewal was presented. Following discussion, it was the consensus of the COW to forward the franchise renewal to the next regular Council meeting for consideration.

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.

RCW 35A.47.040 provides that "No ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter"

While the franchise was presented to Council at the May 10th COW meeting, the ordinance was not. Attached for introduction is Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications.

ACTION PROPOSED

Ordinance introduction of Franchise Agreement with Charter Communications only. The ordinance granting the Franchise Agreement will be presented to Council for approval at the June 14, 2016 regular meeting.

ORDINANCE NO. 2016-5

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
GRANTING A FRANCHISE AGREEMENT BETWEEN THE CITY OF GRANDVIEW
AND FALCON VIDEO COMMUNICATIONS, L.P., LOCALLY KNOWN AS
CHARTER COMMUNICATIONS**

WHEREAS, the franchise agreement between Falcon Video Communications, L.P., locally known as Charter Communications and the City of Grandview expires September 16, 2016; and,

WHEREAS, Charter timely filed its request for renewal of its franchise with the City under Section 626 of the Cable Act (47 U.S.C. § 546); and,

WHEREAS, the City Council has the authority under RCW 35A.47.040 to grant telecommunications franchises for the use of its streets and other public properties; and,

WHEREAS, the proposed franchise agreement was presented to the City Council for its study and consideration at a study session of the Committee-of-the-Whole on May 5, 2016; and

WHEREAS, the ordinance granting the proposed franchise agreement has been submitted to the City attorney for review and was introduced to the City Council at its regular business meeting on May 24, 2016; and

WHEREAS, based on representations and information provided by Charter Communications, and in response to its request for the renewal of a franchise, the City Council has determined that the grant of a franchise, on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City is authorized by applicable law to grant such franchise within the boundaries of the City;

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

Section 1. The Mayor is hereby authorized to sign and otherwise execute the franchise agreement with Falcon Video Communications, L.P., locally known as Charter Communications. The terms and conditions governing the franchise shall be those set forth in the franchise agreement attached hereto as Exhibit A.

Section 2. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on June 14, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 6/15/16
EFFECTIVE: 6/20/16

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FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the CITY of GRANDVIEW, WASHINGTON, hereinafter referred to as the “Grantor” and FALCON VIDEO COMMUNICATIONS L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 Definition of Terms

1.1 **Terms.** For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act
- B. “Board/Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.

- F. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusions available under applicable State law.
- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 6 hereto.
- I. "State" shall mean the State of WASHINGTON.
- J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of fifteen (15) years, commencing on the Effective Date of this Franchise as set forth in Section 14.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 14.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise.

If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall use its best efforts to notify Grantee of any claim for which it seeks indemnification within ten (10) days of receipt of such claim and, in any event, shall notify Grantee within a sufficient period of time for Grantee to defend such claim. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability

or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, *including any PEG channels*.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a

condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures

placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9
Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 14.1 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal

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year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee's local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of

enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13 **Enforcement or Revocation**

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with Section 14 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 14
Miscellaneous Provisions

14.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

14.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor:

Attn:

Email:

Grantee: Director, Government Affairs
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684
Marian.jackson@charter.com

Copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

14.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or

exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Section 14.6 above.

14.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

14.10 Effective Date. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Franchise ("Effective Date"). The initial term of this franchise shall expire fifteen (15) years from the Effective Date defined herein, unless extended in accordance with Section 2.2 of the Franchise or by the mutual agreement of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ___ day of _____, 2016.

City of Grandview

Signature: _____

Name/Title: _____

Accepted this ___ day of _____, 2016, subject to applicable federal, State and local law.

Falcon Video Communications, L.P.

By: Charter Communications VII, LLC, its General Partner

By: Charter Communications, Inc., its Manager

Signature: Mark S. Ben

Name/Title: VP STATE GOVERNMENT AFFAIRS

Date: 5/19/16

RESOLUTION NO. 2016-28

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE PUBLIC WORKS AGREEMENT BETWEEN THE CITY OF
GRANDVIEW AND TEAMSTERS LOCAL NO. 760 FOR THE PERIOD OF
JANUARY 1, 2016 THROUGH DECEMBER 31, 2018**

WHEREAS, the City of Grandview and the Teamsters Local No. 760 have been negotiating a labor contract for the Grandview Public Works; and

WHEREAS, the parties have come to an agreement which has been reduced to writing; and

WHEREAS, the approval of said agreement is in the best interest of the citizens of the City of Grandview,

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

The Public Works Bargaining Unit Agreement by and between the City of Grandview and the Teamsters Local No. 760 for the period of January 1, 2016 through December 31, 2018 is hereby approved; and

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign said agreement, a copy of which is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 24, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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**CITY OF GRANDVIEW
PUBLIC WORKS AGREEMENT**

By and Between

And

TEAMSTERS LOCAL No. 760

**JANUARY 1, 2016 THROUGH
DECEMBER 31, 2018**

ORIGINAL

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ARTICLE 1 - PREAMBLE

1.1 This Agreement is made and entered into by and between the **CITY OF GRANDVIEW**, hereinafter referred to as the "Employer," and **TEAMSTERS LOCAL NO. 760**, hereinafter referred to as the "Union," for the purpose of fixing the scale of wages, schedule of hours and the general working conditions affecting the employees.

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the following City Departments: Water, Street, Sewer, Cemetery, Irrigation, Parks and Recreation, and Garbage. The Public Works Director, Parks and Recreation Director, Supervisors, Office-Clerical Employees, Confidential Employees, Temporary and Seasonal Employees, are excluded from the bargaining unit.

ARTICLE 3 - UNION SECURITY AND DUES CHECK-OFF

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement shall, on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later, join the Union; or agree to pay to the Union the sum equal to the regular initiation fee and regular monthly dues commencing on or before the thirtieth (30th) calendar day following the beginning of such employment, or the execution date of this Agreement, whichever is later.

3.1.1 If an employee covered by this Agreement has an objection or is forbidden, based upon bona fide religious tenet or teaching of a church or religion to which he belongs, such employee shall pay an amount of money equivalent to the regular Union initiation fees and regular union dues to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such employee would otherwise pay the regular fees and monthly dues. Should an employee exercise this option, the Union and the employee may enter into an agreement to provide for a division of the costs incurred, should the employee request the Union's assistance in pursuing a grievance on the employee's behalf.

3.1.2 The Union agrees to represent all employees within the bargaining unit without regard to Union membership. The Union shall provide the Employer with thirty (30) calendar days' notice of any change in the dues structure and/or the initiation fee structure.

3.2 When an employee fails to fulfill the obligation as set forth in Section 3.1 or 3.1.1, the Union shall provide the employee and the Employer with thirty (30) calendar days' notification of the Union's intent to initiate discharge action and during this period the employee may make restitution in the amount which is overdue. If an employee has not fulfilled the Union membership obligation and/or other provisions as described in Section 3.1 or 3.1.1 by the end of the applicable discharge notification period, the Union shall thereafter notify the Employer in writing, with a copy to the affected employee, of such employee's failure to abide by Section 3.1 or 3.1.1. In this written notice, the Union shall specifically request discharge of the employee for failure to abide by the terms of the Labor Agreement between the Employer and the Union. The

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Union shall indemnify and hold harmless the Employer from any claims, lawsuits, grievances, complaints, arbitrations, administrative proceedings and litigation pertaining to an employee's discharge based on the provisions of this article.

3.3 When the Employer hires a new employee, the Employer shall, within fourteen (14) calendar days of the date of employment, notify the Union in writing giving the name, social security number, hire date, home address and classification of the employee hired.

3.4 When provided a "voluntary check-off" authorization in the form furnished by the Union and signed by an employee, the Employer agrees to deduct from the employee's pay, the Union's regular initiation fee and/or dues, as prescribed in the "voluntary check-off" form. The full amount of monies so deducted by the Employer shall be promptly forwarded to the Union by check along with an alphabetized list showing names and amounts deducted from each employee. The Union agrees to defend and hold the Employer harmless against all suits, orders or judgments brought or issued which arise from the administration of this section.

ARTICLE 4 - RIGHTS OF PARTIES

4.1 Management Rights: The Union recognizes and agrees that the Employer has core management rights to manage and direct the affairs of the Employer without bargaining about the decisions and effects in all its various aspects, including, but not limited to the right to manage, direct and supervise all operations of the work force; to assign overtime; to plan, direct, control and determine all the operations and services of the Employer; to determine the means, methods, organization and number of personnel by which operations and services are to be conducted; to establish the qualifications for employment; to hire, assign, transfer and promote employees; to demote, suspend without pay, discipline or discharge employees for just cause. (Probationary employees without just cause); Layoff employees due to lack of work, lack of funds or reorganization; to make and enforce reasonable rules and regulations for the Departments; to change and/or eliminate existing methods, equipment and/or facilities; to make any and all decisions pertaining to budgetary and fiscal matters; and to take whatever action is necessary in the event of an emergency. Provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

The foregoing functions of the Employer shall not be deemed to exclude other functions of the Employer not specifically set forth above.

The exercise of these rights which do not conflict with the collective bargaining agreement shall be the prerogative of the Employer and such exercise shall not be subject to grievance or arbitration.

ARTICLE 5 - DEFINITIONS OF EMPLOYEES

5.1 Probationary Employee: An employee shall serve a probationary period of not less than twelve (12) calendar months. A probationary employee shall work under the provisions of this Agreement but the Employer has the right to terminate/discharge a probationary employee at any time without just cause and without any recourse such as using the grievance procedures.

5.2 Regular Part-Time Employee: A Regular Part-Time employee is one who has successfully completed his/her probationary period who may work less than eight (8) hours per day or forty (40) hours per week. Such employee(s) shall be paid hourly in accordance with the applicable job classification. A regular, part-time employee shall be entitled to a pro-rata share of sick leave benefits and vacation benefits. For each month a Regular Part-Time employee works or is compensated for at least eighty (80) hours, said employee will receive pro-rata sick leave and vacation benefits in ratio to that of a Regular Full-Time employee. Regular Part-Time employees are entitled to medical benefits pursuant to Section 18.1.5. Employees who are hired as Regular Full-Time while serving in a Regular Part-Time capacity shall receive credit for all time served as a Regular Part-Time employee towards satisfying the twelve (12) month probationary period.

5.3 Regular Full-time Employees: A regular full-time employee is one who has successfully completed his probationary period, is employed on a regular basis, is paid in accordance with the applicable job classification. A regular full-time employee is entitled to accrue the full benefits and conditions of this Agreement.

5.4 Employer: Wherever the term "Employer" is used in this Agreement it shall mean the City Administrator and/or his designee.

ARTICLE 6 – SENIORITY

6.1 No employee shall acquire seniority until he has become a regular employee under this Agreement. A regular employee is one who has successfully completed twelve (12) calendar months of service with the Employer since his/her last date of employment. A list of employees arranged by job classification in the order of seniority within the job classification shall be provided to the Union annually upon request by the Union.

6.2 The seniority of an employee shall be considered broken, all rights forfeited, and there is no obligation under this Agreement to rehire when the employee:

- (a) Voluntarily leaves the service of the Employer;
- (b) Is discharged for cause;
- (c) Is laid off due to lack of work for more than twelve (12) consecutive calendar months;
- (d) Is absent from work because of a non-occupational illness or injury not to exceed twelve (12) consecutive calendar months unless extended by the Employer;
- (e) Occupational illness or injury will be governed by State Statute(s);
- (f) Leaves the bargaining unit to accept a position with the Employer outside the bargaining unit. If said employee wishes to return to the bargaining unit within six (6) months of leaving the bargaining unit, provided mutual agreement to do so, the Union

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and Employer will meet and confer. This clause is intended as an informational aid only to the employee;

(g) Fails to return to work upon recall from a lay-off within seven (7) calendar days after receipt of written notice from the Employer at his last known address appearing on the Employer's records.

6.3 There shall be no deduction from continuous service for any time lost which does not constitute a break in service as set forth herein. Except as provided in Article 9, Section 9.9 - Leave of Absence.

6.4 Layoff – Recall: The Employer has the sole discretion to determine when a layoff or recall is necessary. Normally, a layoff becomes necessary when the Employer determines there are budgetary problems, insufficient work or in the event of a reorganization. The Union recognizes the Employer has the right to determine when particular job classification will be affected by the layoff or recall. The particular job classifications consist of Wastewater Treatment Plant Operator, Water Plant Operator, Public Works Maintenance Technician, and Building Official/Code Enforcement Officer. The Employer will provide the Union a seniority list by classification. Disputes about seniority within a classification are subject to the grievance procedure.

6.4.1 Seniority will prevail in the event of a job classification layoff or recall. The affected employee(s) by seniority will have the right to displace the most junior employee(s) in the bargaining unit even in a different job classification provided the employee(s) has the minimum qualifications for the position and is able to attain the necessary certification(s), if required, within a six (6) month period of time. The six (6) months may be extended by mutual agreement. Current Certifications for each employee shall be taken into consideration.

6.4.2 In questions regarding the deficiency of a senior employee to perform the work in a particular job classification, the Union may require the employer to provide a written explanation for laying off or not recalling the senior employee.

6.5 In the event of a layoff, the Employer agrees to give the employees a minimum of five (5) working days' notice and each employee shall give the Employer at least five (5) working days' notice prior to leaving city employment. This shall not apply to dismissals carried out under Article 18.

6.5.1 Should either party fail to give the five (5) working days' notice, that party shall be subject to the penalty of wages at the contract rate for each day not so notified to the maximum of five (5) working days, holidays excepted.

ARTICLE 7 - JOB OPENINGS - POSTING - TRIAL PERIOD

7.1 A job opening or vacancy shall not be deemed to exist until the Employer has posted such as available. Notices of openings(s) in positions covered by this Agreement shall be posted at

appropriate Employer locations and a copy sent the Union. The notices will contain a description of the job, including qualifications, wage rates, and hours of work.

7.2 Application forms for the open position(s) will be available at City Hall, and the opening(s) will remain posted for a period of not less than seven (7) calendar days, except by mutual agreement between the Employer and the Union. Employees wishing to make application for the open position must do so within such period.

7.3 The applicant who is most qualified for the position advertised by virtue of training, experience, performance, and dependability, shall fill the open position. When qualifications are substantially equal between applicants, the employee with highest seniority standing will fill the position.

7.4 Nothing herein will preclude the Employer from making temporary assignments during such vacancy(s).

7.5 An employee who has successfully bid a new position opening shall serve a trial period of not less than six (6) months at his new position. Exception: The Employer may grant an extension to this six (6) month trial period. An employee who is promoted to another bargaining unit classification and who is unsuccessful in satisfactorily completing the trial period may revert to the previous position, displacing any other employee filling that position.

7.6 Employees transferring between divisions covered under this Agreement shall not have their seniority rights affected.

ARTICLE 8 - DEMOTION - LATERAL TRANSFER

8.1 The term "demotion" shall mean the re-assignment of an employee (either voluntarily or involuntarily) from his present position to a lower paying position.

8.2 The term "lateral transfer" shall mean the re-assignment of an employee to a different work classification involving a significant change of duties at no change in pay.

8.3 **Temporary Assignments:** When employees are temporarily assigned to work in a department other than their regular department, the Employer will provide a two (2) week notice of such temporary assignment. Such notice shall contain an estimate of the duration of the temporary assignment. This notice is intended to apply to temporary assignments of longer duration and is not necessary in cases of normal day-to-day temporary assignments.

ARTICLE 9 - EMERGENCIES/SICK LEAVE BANK

9.1 **Sick Leave:** Regular employees shall accumulate sick leave on the basis of eight (8) hours per month, not to exceed ninety-six (96) hours annually.

9.1.1 Regular part-time employees as defined in Article 5, Section 5.2, shall accumulate sick leave on the basis of forty-six thousandths (.046) times the regular hours worked per month (exclusive of overtime) not to exceed ninety-six (96) hours annually.

9.1.2 Any unused sick leave allowance in any year shall accumulate year to year, not to exceed eighteen hundred (1800) hours, into a bank for the future use of an employee. Regular full-time employees hired prior to 01/01/2007 shall receive fifty percent (50%) of their accrued sick leave, paid out in hours upon death, retirement or upon leaving employment under good terms after twenty (20) years of service with the City of Grandview provided they have a minimum of three hundred sixty (360) hours in said bank. Regular full-time employees hired after 01/01/2007 shall receive twenty-five percent (25%) of their accrued sick leave paid out in hours upon leaving employment after twenty (20) years under good terms, retirement or death from the City of Grandview provided they have a minimum of three hundred sixty (360) hours in said bank. Regular full-time employees hired on or after January 1, 2014, shall be eligible to accrue up to nine hundred (900) hours maximum and shall be able to receive twenty-five percent (25%) of their accrued sick leave paid out in hours upon death, retirement or upon leaving employment under good terms after twenty (20) years of service with the City of Grandview.

9.1.3 Employees shall be eligible for Emergency/Sick Leave benefits pay at the employee's regular rate of pay when he is absent from his duties by reason of his sickness or injury, or when quarantined due to exposure to a contagious disease, or when his presence at work would jeopardize the health of others. Notification of absence on account of illness or injury shall be given by calling the Employer's phone message system prior to the start of their regular shift. Failure to notify will constitute cause, which may result in loss of leave pay. Circumstances beyond the employee's control will not disqualify them from leave pay.

A Department Head may require a doctor's statement from the employee, verifying the employee's condition, which prevented him from returning to work after three (3) consecutive days off on sick leave.

9.2 Sick Leave on Vacation: Whenever an employee is off duty on paid vacation and is ill or injured during that period, he may charge such absence to his sick leave account by sending prompt notice of illness or injury and a doctor's statement verifying same to his Department Head. Remaining vacation shall then be deferred.

9.3 Emergency Family Leave: When a regular full-time or regular part-time employee suffers a serious illness of a member of his immediate family, he may, with the approval of his Department Head, be absent from duty not more than five (5) consecutive working days on any one (1) occasion. Such absence shall be withdrawn from the employee's emergency/sick leave bank. Immediate family shall be defined as spouse, child, parent, brother, sister, father-in-law, mother-in-law, or other relative living in the employee's household.

9.4 Bereavement Leave: Bereavement leave shall be granted up to forty (40) work hours per occurrence for immediate family members of the employee (the following is the definition for immediate family of the employee or spouse of the employee: Parent, child, spouse, brother,

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sister, son-in-law, daughter-in-law, grandparent, grandchild and equivalent step relatives); up to twenty-four (24) work hours per occurrence for other extended family members (i.e., aunts, uncles, nieces, nephews or cousins) where out of town that includes overnight travel is required; up to four (4) hours per occurrence for close friends and acquaintances that may have resided within the normal commute area of the employee residence. Employees may make a written request to their respective department directors asking for exceptions to these guidelines, which describe the justification for a request to deviate from the bereavement time off.

9.4.1 When an employee participates in a funeral ceremony not involving immediate family as defined in 9.4 he or she may be granted a reasonable time off without pay to perform such duty. Time not worked because of such absence shall not affect vacation or sick leave accrued.

9.5 **Birth of Child:** A regular full-time or regular part-time employee may be absent for the birth of a child by the employee's spouse. Under normal circumstances the absence will be limited to not more than three (3) consecutive days, with Department Head approval, and shall be withdrawn from the employee's emergency/sick leave bank.

9.6 **Maternity Leave:** Maternity leave shall be provided as a form of illness/disability leave to expectant mothers in accordance with the following provisions. The length of maternity leave shall be only that time actually required for confinement, birth of the child and recovery, including medical complications, if any. Such complications shall be attested to in writing by the attending physician. An employee requesting maternity leave shall give written notice to the City at least two (2) weeks prior to commencement of such leave. The written request for maternity leave shall include a statement as to the expected date of return to employment which shall be within thirty (30) days after childbirth when released by the physician.

9.7 **Worker's Compensation:** All employees of the bargaining unit will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the Employer. Upon receipt of this compensation by the Employer, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

9.7.1 **Return to Work Policy:** The Employer values the safety, health and well-being of all employees and it is its policy to provide safe and healthful working conditions in all operations and to follow all safety and health laws and regulations. It is important that employees who become injured or ill return to work as early as it is medically safe to do so. The Employer shall stay in contact with employees and their medical providers to stay current on medical recovery practice. Employees shall report any job-related injury or illness to their supervisor and seek medical care immediately. Subject to the availability of light-duty work, the Employer will strive to develop light-duty assignments for employees who are unable to return to their normal duties while recovering from their injuries. The Employer shall solicit input from employees about their physical ability to perform a job. The Employer will also provide the attending doctor with information about work the employee is to perform to obtain approval for any work offered by the Employer. Employees will be expected to follow the advice of their attending doctor at

all times. Any problems with an employee's physical ability to handle a job assignment shall reported to the supervisor immediately; the problem should also be reported to the attending doctor as soon as possible to determine the need to modify the work assignment. It is the Employer's policy to strive for safe performance of jobs and to solicit suggestions from employees regarding safe work procedures.

9.8 Military Leave: A regular employee who is an active member of any organized reserve of the Armed Forces of the United States, shall be entitled to and granted a military leave of absence from his/her employment for a period not exceeding twenty-one (21) days during each year beginning October 1 and ending the following September 30. Such leave shall be granted in order that the employee shall be able to participate in his/her mandatory active training duty. Such military leave shall be in addition to any vacation or sick leave to which the employee might otherwise be entitled, and shall not involve any loss of efficiency rating, privileges or pay. Verification of military orders may be required. The employee shall, in advance, provide an official copy of his/her military order, if available.

9.9 Leave of Absence: The Employer may at its sole discretion grant a leave of absence for a period of up to six (6) months. This period may be extended by mutual agreement between the employee and the Employer. Such leave of absence shall be in writing with a copy to the Union. Employees granted a leave of absence in accordance with this provision shall suffer a break in seniority equal to the length of leave. Exception: When the leave is for thirty (30) calendar days or less, no break in seniority shall occur.

ARTICLE 10 - SEPARATION FROM EMPLOYMENT

10.1 Upon separation from employment for any reason, all monies due and owing to the employee shall be paid on the next pay day following the pay period in which the separation occurs.

ARTICLE 11 - JURY DUTY

11.1 When a regular employee covered by this Agreement is called for Jury Duty, he shall advise his Department Head upon receipt of such call, and if taken from his work for such service, shall be reimbursed as provided herein for any loss of wages while actually performing such service. The employee will sign over to the employer his Jury duty pay excluding those monies for travel and meal allowances.

11.1.1 An employee reporting for Jury Duty who is excused for the balance of that day, shall report as soon as possible to his Department Head for purpose of assignment.

ARTICLE 12 - VACATIONS

12.1 All eligible employees shall accrue and be granted the following vacation benefits:

Upon hire.....3.333 hours per month
Twenty-four (24) Months of Service..... 6.666 Hours per month

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Seventy-two (72) Months of Service..... 10 Hours per month
One hundred thirty-two Months of Service.....13.333 Hours per month

A five (5) day, eight (8) hour employee shall receive eight (8) hours additional vacation for each year over twenty (20) years, and a four (4) day, ten (10) hour employee shall receive ten (10) hours additional vacation for each year over twenty (20) years.

12.2 Vacation pay shall be the employee's regular hourly wage rate times the applicable vacation benefit contained in Section 12.1.

12.3 Accrued vacation shall be paid to all employees at their regular rate of pay pursuant to the above schedule, when the employee is discharged, is laid off, quits, or retires.

12.4 Regular, part-time employees shall be entitled to a pro-rata share of vacation leave based on the following formula: Vacation pay shall be computed annually on all regular hours worked (exclusive of overtime) divided by 2,080 hours, times the number of vacation hours specified in Article 12, Section 12.1, times the employee's regular hourly rate.

12.5 Absence from work because of disability due to sickness or accident will not be deducted from employee's accrued time for vacation benefits providing such absence is supported by acceptable medical evidence of disability and providing employee returns to work promptly upon being able to do so.

12.6 The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of employees, consistent with the efficient operation of the department, as determined by the Department Head. Further, the employee's vacation year will be the same as his employment year.

12.6.1 Approved vacations may be taken at any time during the calendar year. Employees shall be allowed to take less than a full week of vacation with at least seven (7) calendar days' notice or a shorter notice if an emergency exists. In the case of those employees entitled to three (3) or more weeks' vacation, not more than two (2) weeks shall be scheduled consecutively unless otherwise mutually agreed. The choice for their second (2nd) vacation period shall be on a seniority basis after all employees have selected vacations.

12.7 The vacation schedule form for the employee to indicate his preference will be posted by the Employer by December 1st and shall remain posted until February 1st. If by February 1st employees in order of their seniority have failed to select their vacation period, then in that event the less senior employees in order of seniority will be granted their vacation preference that has been indicated on the vacation schedule. By February 15th, the vacation schedule form shall be completed and submitted to the Department Head.

12.8 Vacation leave may be used as accumulated. As of December 31st of each year no employee shall be permitted to have an accumulated amount of accrued vacation leave in excess of two hundred forty (240) hours. On a voluntary basis an employee may request and receive cash in lieu of up to eighty (80) hours vacation in each calendar year with the approval of the

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Department Head, providing that each employee must take a minimum of two (2) week as actual rest/vacation if eligible.

ARTICLE 13 - HOLIDAYS

13.1 Employees will observe and be paid for the following recognized holidays, and all other days recognized by the Employer, regardless upon which day in the week the holiday should fall.

New Year's Day	Labor Day
M. L. King, Jr. Day	Veteran's Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
One Floating Holiday at employee's choice to be taken by mutual agreement between the employee and the Department Head.	

13.2 When a holiday falls on a Saturday or a Sunday, the Employer shall have the option of observing the holiday on the Friday before or the Monday following the holiday. The Employer will post the holiday schedule at least fifteen (15) calendar days prior to the holiday setting forth the day for observing same.

13.3 Any employee who works on any of the above-mentioned holidays, excluding the floating holiday, shall receive his/her regular hourly rate for all hours worked at time and one-half (1 1/2) in addition to his holiday pay. When employee(s) are scheduled on a 4/10-work week, their holiday pay shall be compensated at ten (10) hours at their straight-time rate of pay.

13.4 Holidays which occur during vacation or sick leave shall not be charged against said leaves.

13.5 An eligible employee shall receive holiday pay if: (a) he has worked his last scheduled work day immediately preceding the holiday, and his first (1st) scheduled work day following the holiday, or (b) he is excused in writing by management, or (c) he is a regular employee on sick leave due to bona fide illness or injury.

ARTICLE 14 – PSYCHOLOGICAL OR MEDICAL EVALUATIONS

14.1 When the City Administrator or his designee believe with just cause that an employee is psychologically or medically unfit to perform his/her duties, the Employer may require the employee to undergo a psychological or medical examination. Consultations with the City's Employee Assistance Program are not considered psychological or medical examinations. If the first (1st) psychological and/or medical examination by the Employer's medical provider results in a finding of unfit for duty, the Employer has the right to immediately place the employee on administrative leave pending further proceedings. If the Union and/or employee desire that a second (2nd) psychological and/or medical examination be conducted by a medical provider who is qualified to conduct such examinations then the Union and employee shall notify the Employer within five (5) calendar days of release of the results of the first examination and shall

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arrange for the second examination to be conducted and concluded within ten (10) calendar days of release of the first (1st) examination results. The second (2nd) examination shall be at the expense of the Union and/or employee. If the second (2nd) examination disagrees with the results of the first (1st) examination (one indicates unfit and the other fit for duty) then a third (3rd) examination will be performed by a medical provider who is qualified to conduct such examinations and who is selected by mutual agreement between the Employer and the Union. The expenses of such third (3rd) examination shall be shared equally by the Employer and the Union. The third (3rd) examination shall be conducted and concluded within ten (10) calendar days of the release of the second (2nd) examination results. The outcome of the third (3rd) examination concurring with either the first (1st) examination results or the second (2nd) examination results shall be final and binding on the Employer, the Union and the employee. The examinations process and the results shall not be subject to the grievance procedures.

ARTICLE 15 - HOURS OF WORK - OTHER WORK PROVISIONS

15.1 The work week shall be composed of the number of shifts during the applicable work period as determined, from time to time, by the City Administrator or his designee based on the following options:

15.1.1 Four (4) consecutive ten (10) hour work days, exclusive of lunch time, which shall be not less than one-half (1/2) hour nor more than one (1) hour, totaling forty (40) hours with two (2) or three (3) consecutive days off duty, in a seven (7)-day work period as determined by the Employer. Split shifts shall only be allowed in emergency situations.

15.1.2 Five (5) consecutive eight (8) hour work days, exclusive of lunch time, which shall be not less than one-half (1/2) hour nor more than one (1) hour, totaling forty (40) hours with two (2) or three (3) consecutive days off duty, in a seven (7)-day work period as determined by the Employer. Split shifts shall only allowed in emergency situations.

15.1.3 If employees, other than those at the Wastewater Treatment Plant, Water Plant Operator and Building/Code Enforcement Officer, are required to work shifts over the weekends, the least senior employees who are qualified shall be required to work those shifts. An employee who has successfully completed his probation period shall be deemed to be qualified for the purpose of this Section.

15.2 Employees covered by this Agreement shall be paid for any and all compensable hours exceeding forty (40) hours per week at the rate of time and one-half (1-1/2) their regular applicable hourly rate for hours in excess of forty (40) hours in a seven (7)-day work period, or eighty (80) hours in a 14-day work period. With proper notice as outlined in Section 15.3.1, overtime work performed continuously with the start or end of an employee's regularly assigned work schedule shall not be subject to the two (2) hour minimum contained in Section 15.3. All overtime shall be paid for in increments of one-tenth (1/10) hour being paid as one-tenth (1/10). There shall be no pyramiding of overtime.

15.2.1 **Compensatory Time**, at the request of the employee and upon approval of the City Administrator, Department Director or his designee, can be taken in lieu of overtime on the basis

of one and one-half (1 ½) hours off for each hour of overtime worked, subject to the provisions of F.L.S.A. Compensatory time may accrue to a maximum bank limit of eighty (80) hours. An employee shall only be allowed to carry over forty (40) hours into the following year. When taken, Compensatory time will be paid at the employee's regular hourly wage.

15.3 Call Out - Call Back: A call out/call back shall be defined as a request by a supervisor that the employee return to work after having completed his regular shift and having left the Employer's premises. No employee shall be required to be available for emergency callouts or callbacks. After having been called out and completing his assigned task, the employee shall remain available for other assignments during the initial two (2) hour period. Each call out and/or call back order by an employee's supervisor shall be paid at the rate of time and one-half (1-1/2) his regular hourly rate. An employee shall be paid a minimum of two (2) hours for each call out and/or call back, and if worked over two (2) hours shall be paid time and one-half (1-1/2) for actual hours worked. See Section 15.5 below regarding call-out for Saturday/Sunday Work.

15.3.1 Start Time Revision - Notification:

(a) Start Time Revision Without Overtime Liability:

Whenever the Department Head or his designee notifies an employee of the necessity to change his start time prior to the end of the preceding day's shift, said change in start time will not obligate the Employer to provide more than eight (8) hours (ten (10) hours for 4-10 employees) work at the straight time rate.

(b) Start Time Revision With Overtime Liability:

Whenever the Department Head or his designee notifies an employee of the necessity to change his start time after the end of the preceding day's shift, said change shall obligate the Employer to provide the employee with the opportunity to work his regular eight (8) hour (ten (10) hour for 4-10 employees) shift at the straight time rate and all additional hours will be at the overtime rate.

15.4 The Employer shall give two (2) weeks' notice to those employees whose shift will be changed from a five (5) day eight (8) hour work week to a four (4) day ten (10) hour work week or from a four (4) day ten (10) hour work week to a five day (5) eight (8) hour work week, as referred to in Section 14.1 above.

15.5 Saturday and Sunday Work: Effective beginning in the payroll period following signature of the CBA by the last signing party, an employee called out to perform work on Saturday and/or Sunday not as part of their regular assigned work week shall not be compensated the premium pay of an additional one dollar (\$1.00) per hour, but shall receive pay according to the Call-Out provisions. The one dollar (\$1.00) per hour premium pay only applies to employees whose regularly assigned shifts include Saturday and Sunday such as an employee assigned to work Wednesday through Sunday. The premium pay only applies to the Saturday and Sunday.

ARTICLE 16 - CLASSIFICATIONS - WAGE RATES - OTHER PROVISIONS

16.1 See attached **Appendix A - Public Works Employees**

Effective January 1, 2016, a 2% general wage increase.

Effective January 1, 2016, an equity adjustment (catch-up) will be implemented for the affected job classifications as follows:

WW Treatment Operator	3% Step "F"
Water Plant Operator	3% Step "F"
Building/Code Enforcement Officer	5% Step "F"
Public Works Technician	2% Step "F"

Effective January 1, 2017, a 2.25% general wage increase.

Effective July 1, 2017, a 2.25% general wage increase.

Effective January 1, 2018, a 2.25% general wage increase.

16.2 See attached **Appendix B - Longevity Pay**

16.3 See Attached **Appendix C - Substance Abuse Policy & Testing Procedure**

ARTICLE 17 - PAY ARRANGEMENTS

17.1 All employees shall be paid twice (2) a month, the nearest working day to the fifteenth (15th) and the last working day of the month. There shall be no deductions other than required by law or authorized in writing by the Employee. Upon thirty (30) days written notice to the Union, the City retains the right to alter the above schedule of paydays.

17.2 The Employer shall furnish each employee with an itemized statement of earnings and deductions, specifying his wage rate, hours paid, and other compensation payable to him as well as any and all deductions from gross wages for the pay period.

ARTICLE 18 - HEALTH CARE BENEFIT PROGRAMS

18.1 The Employer shall pay each month into the following employee health and welfare benefit plans:

18.1.1 For 2016, the employees shall continue to be covered by the Washington Teamsters Welfare Trust Health and Welfare Medical Plan B for medical insurance. The Employer will continue to pay ninety percent (90%) of the premium, and employees will continue to pay ten percent (10%) of the premium by payroll deduction.

18.1.2 Effective January 1, 2017, the employees will move from the Washington Teamster Welfare Trust Health and Welfare Medical Plan "B" to Plan "Z". The City of Grandview will pay 100% of the premium. In addition, the City of Grandview will contribute \$700 per year to the employees' VEBA account on January 1.

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18.1.3 Effective January 1, 2018, the employees will continue to be covered by the Washington Teamster Welfare Trust Health and Welfare Medical Plan "Z", and the City of Grandview will continue to pay 100% of the premium and also contribute \$700 per year to employees' VEBA account on January 1.

18.1.4 The City of Grandview will pay towards the current AWC Group Dental Plan E and Orthodontia Plan III an amount sufficient to pay the premiums for the current plan.

18.1.5 The City of Grandview will pay towards the current Group Vision (no deductible) Plan an amount sufficient to pay the premiums for the current plan.

18.1.6 The City of Grandview will pay the premium towards the current Group Life Insurance Plan to provide \$25,000 in life insurance per employee. An employee will have the option to increase this coverage for employee, spouse and family, at the employee's sole expense.

18.1.7 Qualification for medical insurance, dental insurance, vision insurance and life insurance for full time and regular part time employees shall be subject to the eligibility requirements of the relevant insurance providers.

- (a) Eligibility threshold for Washington Teamsters Welfare Trust medical insurance requiring an employer contribution shall be for each Regular Full-time employee who has eighty (80) compensable hours in the previous month. Compensable hours include, but are not limited to regular hours, overtime, vacation, sick, holiday and severance pay.
- (b) Regular Part-time employees satisfying the eighty (80) compensable hours eligibility threshold for Washington Teamsters Welfare Trust in the previous month shall be eligible for medical insurance coverage contributions only.

18.1.8 In the event of notice from any of the insurance providers that the insurance premiums, plans, programs and coverage are being changed then notification will be provided immediately in writing to the other party. If the changes involve a Union plan then the Union shall immediately notify the employer of the changes. If the changes involve a City plan then the City shall immediately notify the Union of the changes. The parties shall discuss the changes within a sixty (60) calendar day period from the date of written notification. If the discussions result in a mutually acceptable solution within the sixty (60) calendar day period then that solution will be implemented. If the discussions do not result in a mutually acceptable solution within the sixty (60) calendar day window then the Employer has the right to implement the change as determined to be necessary by management.

18.2 Each employee has been provided a copy of this labor agreement, and a current copy of the benefit booklet for each health care coverage named above. It is the responsibility of the employee to read these health care booklets, to determine when he will become eligible for each benefit. If an employee misplaces any of the booklets, he should contact the City Clerk's office for a replacement copy.

18.3 In no event shall the Employer be responsible for directly paying any of the benefits, coverages and costs associated with the applicable health insurance plans. In no event shall any claims, complaints, lawsuits or other allegations pertaining to disputed coverages and claims be subject to the grievance procedures in this Agreement.

**ARTICLE 19 – DISCIPLINE - DISCHARGE - SUSPENSION - WRITTEN WARNING
NOTICE - LOUDERMILL**

19.1 The Employer may discipline an employee subject to just cause. Examples of just cause for discipline are as follows:

- (a) Consuming intoxicants, and/or prescribed medication while on duty or in a manner which affects the employee's ability to perform his/her duties, improper and/or illegal use or possession of a controlled substance at any time.
- (b) Reporting for duty with the presence of alcohol, controlled substances and/or prescribed medication in the employee's bodily system (blood, breath and/or urine) which affects the employee's ability to perform his/her duties.
- (c) Disobedience to a lawful order given by a supervisor.
- (d) Incompetence.
- (e) Deliberate destruction of the Department's or another employee's property.
- (f) Negligence.
- (g) Discourtesy to the public while on duty.
- (h) Refusal to comply with any lawful departmental rule; provided that such rule shall be posted in each department where it may be read by all employees.
- (i) Disorderly conduct.
- (j) Sleeping on duty.
- (k) Dishonesty.
- (l) Giving or taking of bribes.
- (m) No call, no show.
- (n) Excessive absenteeism which has no lawful reason and/or which is not subject to protected status leave such as the provisions of Article 9.