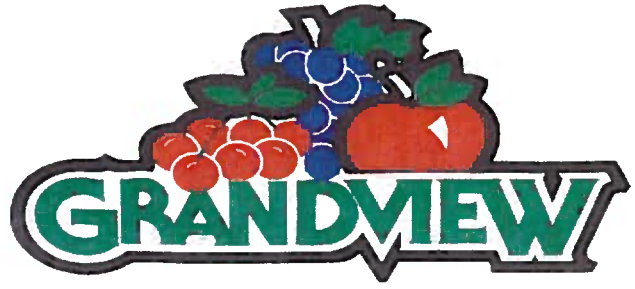


**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
SPECIAL MEETING AGENDA  
TUESDAY, JUNE 14, 2016**



**COMMITTEE-OF-THE-WHOLE SPECIAL MEETING – 5:30 PM**

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CITIZEN PARTICIPATION** – The public may address the Council on items on the agenda.
- 4. NEW BUSINESS**
  - A. Ordinance No. 2016-7 amending the City of Grandview 2016 Non-Union Salary Schedule 1-4
  - B. Ordinance No. 2016-8 approving the City Administrator/Public Works Director Employment Agreement 5-13
  - C. Dykstra Park Disc Golf Course expansion financial support 14-17
  - D. 2016 Resurfacing Improvements Bid Award 18-22
  - E. 2017-2022 Six-Year Transportation Improvement Program 23-31
  - F. Grandview Museum Project Acceptance 32-36
  - G. Resolution declaring certain City property as surplus and authorizing disposal by public auction, sale or trade 37-38
  - H. Beautification Projects – fencing proposals 39
  - I. Ordinance adopting a new Chapter 5.25 of the Grandview Municipal Code establishing a Special Event Permit 40-46
  - J. Ordinance adopting a new Chapter 17.94 of the Grandview Municipal Code establishing a reasonable accommodation process in the City's land use ordinance to accommodate statutory rights of the disabled 47-50
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

**CITY OF GRANDVIEW**  
**AGENDA ITEM HISTORY/COMMENTARY**  
**COMMITTEE-OF-THE-WHOLE MEETING**

**ITEM TITLE**

Ordinance No. 2016-7 amending the City of Grandview 2016 Non-Union Salary Schedule

**AGENDA NO.:** New Business (A)

**AGENDA DATE:** June 14, 2016

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

City Attorney Tony Menke

**CITY ADMINISTRATOR**

**MAYOR**

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

At the May 24, 2016 regular Council meeting, City Attorney Menke presented the non-union employee salaries and recommendations.

Discussion took place regarding the disparity between supervisory positions of the Assistant Public Works Director and the Wastewater Treatment Plant (WWTP) Superintendent. Based on the recommended salary adjustment, the WWTP Superintendent salary would be more than the Assistant Public Works Director salary and the Assistant Public Works Director supervises the WWTP Superintendent. City Administrator Arteaga recommended the Assistant Public Works Director salary be increased \$500 per month.

Discussion also took place regarding the inclusion of a salary increase for non-union positions that were above the average of the city comparables (i.e., City Treasurer, Parks & Recreation Director, Utility Billing Clerk, Assistant Librarian, and Public Works Office Clerk). City Administrator Arteaga recommended either a \$100 or 1.5% per month salary increase for these employees.

On motion by Councilmember Souders, second by Councilmember Mendoza, Council directed staff to draft an ordinance increasing the non-union monthly salaries as recommended, increasing the Assistant Public Works Director monthly salary \$500, and increasing the City Treasurer, Parks & Recreation Director, Utility Billing Clerk, Assistant Librarian, and Public Works Office Clerk monthly salaries by either \$100 or 1.5% for Council consideration at the June 14<sup>th</sup> C.O.W. meeting.

**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 is Ordinance No. 2016-7 amending the City of Grandview 2016 Non-Union Salary Schedule with two different options as follows:

- Option 1 – Exhibit 1 (including additional \$500 for Assistant Public Works Director and \$100 per position that was above the average of the city comparables\*) or
- Option 2 – Exhibit 1 (including additional \$500 for Assistant Public Works Director and 1.5% per position that was above the average of the city comparables\*).

**ACTION PROPOSED**

Move Ordinance No. 2016-7 amending the City of Grandview 2016 Non-Union Salary Schedule to the regular Council meeting agenda for consideration.

**ORDINANCE NO. 2016-7**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE CITY OF GRANDVIEW 2016 NON-UNION SALARY SCHEDULE**

**WHEREAS**, at the August 11, 2015 regular Council meeting, the Mayor and Council directed staff to conduct a salary survey for non-union employees; and

**WHEREAS**, City Attorney Anthony Menke conducted the salary survey for the non-union employees utilizing the comparable city jurisdictions the City proposed as comparable during negotiations with the other bargaining units; and

**WHEREAS**, the recommendations for pay changes were based on the average maximum monthly salaries of the comparable cities compared to the July 1, 2015 actual monthly salaries of the City's non-union positions; and

**WHEREAS**, as a result of the survey, the City Attorney recommended the Mayor and Council proceed with the implementation of the 95% of the average of the comparable cities' maximum salaries for the non-union positions;

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

**SECTION 1:** The City of Grandview 2016 Non-Union Monthly Salary Schedule is hereby amended to include the salary increases attached hereto as **Exhibit 1** and incorporated herein by reference.

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

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

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

PUBLISHED: 6/15/16  
EFFECTIVE: 6/20/16

**EXHIBIT 1 (Including additional \$500 for Assistant Public Works Director and \$100 per position that was above the average of the city comparables\*)**

**CITY OF GRANDVIEW  
2016 NON-UNION MONTHLY SALARY SCHEDULE**

POSITION	MONTHLY MINIMUM	MONTHLY MAXIMUM
City Administrator/Public Works Director (hybrid position)	\$7,852	\$11,778
City Clerk/Human Resource Assistant (hybrid position)	\$5,326	\$7,989
Police Chief	\$5,300	\$7,950
Fire Chief	\$5,247	\$7,870
Assistant Police Chief	\$4,781	\$7,172
Assistant Public Works Director	\$4,204	\$6,806*
Wastewater Treatment Plant Superintendent	\$4,497	\$6,746
City Treasurer	\$4,430	\$6,745*
Fire Captain	\$4,384	\$6,576
Parks & Recreation Director	\$4,204	\$6,406*
Library Director	\$3,692	\$5,538
Public Works Foreman	\$3,636	\$5,454
Deputy City Clerk/Treasurer	\$3,075	\$4,613
Public Works Assistant	\$3,075	\$4,613
Accounting Clerk	\$2,870	\$4,306
Utility Billing Clerk	\$2,711	\$4,166*
Assistant Librarian	\$2,581	\$3,971*
Public Works Office Clerk	\$2,457	\$3,786*

**EXHIBIT 1 (Including additional \$500 for Assistant Public Works Director and 1.5% per position that was above the average of the city comparables\*)**

**CITY OF GRANDVIEW  
2016 NON-UNION MONTHLY SALARY SCHEDULE**

POSITION	MONTHLY MINIMUM	MONTHLY MAXIMUM
City Administrator/Public Works Director (hybrid position)	\$7,852	\$11,778
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City Treasurer	\$4,430	\$6,745*
Fire Captain	\$4,384	\$6,576
Parks & Recreation Director	\$4,204	\$6,401*
Library Director	\$3,692	\$5,538
Public Works Foreman	\$3,636	\$5,454
Deputy City Clerk/Treasurer	\$3,075	\$4,613
Public Works Assistant	\$3,075	\$4,613
Accounting Clerk	\$2,870	\$4,306
Utility Billing Clerk	\$2,711	\$4,127*
Assistant Librarian	\$2,581	\$3,929*
Public Works Office Clerk	\$2,457	\$3,741*

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

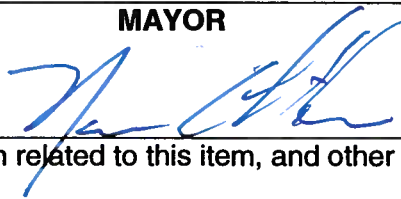
<b>ITEM TITLE</b>  Ordinance No. 2016-8 approving the City Administrator/Public Works Director Employment Agreement	<b>AGENDA NO.:</b> New Business (B)  <b>AGENDA DATE:</b> June 14, 2016
	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

**DEPARTMENT DIRECTOR REVIEW**

City Attorney Tony Menke

**CITY ADMINISTRATOR**

**MAYOR**



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

At the May 24, 2016 regular Council meeting, City Attorney Menke presented a City Administrator/Public Works Director employment agreement for Council consideration.

On motion by Councilmember Moore, second by Councilmember Souders, Council directed staff to draft an ordinance approving the City Administrator/Public Works Director Employment Agreement for Council consideration at the June 14<sup>th</sup> C.O.W. meeting.

**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 is Ordinance No. 2016-8 approving the City Administrator/Public Works Director Employment Agreement.

**ACTION PROPOSED**

Move Ordinance No. 2016-8 approving the City Administrator/Public Works Director Employment Agreement to the regular Council meeting agenda for consideration.

**ORDINANCE NO. 2016-8**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING THE CITY ADMINISTRATOR/PUBLIC WORKS DIRECTOR  
EMPLOYMENT AGREEMENT**

**WHEREAS**, the City of Grandview and Cus Arteaga, City Administrator/Public Works Director have negotiated an Employment Agreement; 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, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON DO ORDAIN AS FOLLOWS:**

**Section 1.** The City Administrator/Public Works Director Employment Agreement between the City of Grandview and Cus Arteaga is hereby approved.

**Section 2.** The Mayor is hereby authorized to sign said agreement, a copy of which is attached hereto and incorporated herein by reference.

**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 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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## **CITY ADMINISTRATOR/PUBLIC WORKS DIRECTOR EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the City of Grandview, Washington, (hereinafter referred to as the "City" or "Employer") and Cus Arteaga (hereinafter referred to as "Employee").

**SECTION 1. DUTIES:** The City agrees to employ the services of the Employee as City Administrator and Public Works Director, a combined position, for the City. The Employee shall work at the direction of the Mayor and shall perform the functions and duties set forth in the job descriptions for the City Administrator (*Attachment 1*) and Public Works Director (*Attachment 2*).

**SECTION 2. STATUS AND TERM:** Employee shall be employed for a five (5)-year term, commencing June 1, 2016, and shall serve at the pleasure of the Mayor subject to the other provisions of this Agreement. Although a term of five (5) years is recited in this Agreement, the Employee understands and agrees that his employment is strictly "at will" meaning the Employee may quit, with or without cause, at any time by providing written notice to the Mayor. The City, through the Mayor, may terminate the Employee's employment, with or without cause, at any time by providing written notice to the Employee. Nothing in this Agreement or in any city manuals, ordinances, etc., shall prevent, limit or otherwise interfere with the City's "at will" right to terminate this Agreement, with or without cause, at any time.

**SECTION 3. SALARY:** City agrees to pay Employee a salary of \$11,778 per month for his services as the City Administrator and Public Works Director (combined position), payable in the same manner as other employees of City. The City and the Employee shall periodically, at least once per year, review the salary and performance of the Employee.

**SECTION 4. GRANDVIEW PERSONNEL POLICY MANUAL:**

The Employee shall be entitled to the benefits in the City Personnel Policy Manual except for any provisions which contradict the terms of this Agreement. In the event of any contradiction between the Manual and this Agreement, the terms of this Agreement shall supersede the provisions in the Manual.

**SECTION 5. RETIREMENT AND SEVERANCE PAY:** Employee shall provide a twelve (12)-month written notice before retirement and will assist with the City with the process for recruitment and selection of a new combined position (City Administrator and Public Works Director) or a new City Administrator and a new Public Works Director if the Mayor and City Council choose to return to two (2) separate positions.

- A. If the Employee is terminated by the City without cause (except as provided in paragraph B of this section) and during such time the Employee is willing and able to perform Employee's duties under Agreement, City shall pay the Employee severance as described in paragraph B of this Section.



- B. For the period of June 1, 2016 through June 1, 2021, if the Employee is terminated by the City without cause or requested to resign for the convenience of City during such time as the Employee is willing and able to perform Employee's duties under this Agreement, the City shall pay to the Employee, as severance, a payment equal to six (6) months of Employee's then current annual salary less normal deductions. Such payment shall fully and finally release the City from any and all further obligations to Employee under this Agreement. The severance payment shall be paid in a lump sum less normal deductions or otherwise mutually agreed to arrangement in writing by the Employer and the Employee.

**SECTION 6. HOURS OF WORK:** It is recognized that the Employee is serving in the combined position of City Administrator and Director of Public works and as such must devote more than the standard of at least forty (40) hours per week and likely fifty (50) or more hours per week to fulfill these dual responsibilities. It is also recognized that this combined position dedicates substantial time outside the normal office hours on business for Employer, and to that end the Employee shall be allowed to establish an appropriate work schedule that allows time away from the office during normal office hours. The parties recognize that the Employee is exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act.

**SECTION 7. OTHER TERMS AND CONDITIONS OF EMPLOYMENT:** The Mayor and the City Council may fix in writing any such other terms and conditions of employment, as they may determine from time to time, relating to the performance of Employee.

**SECTION 8. MISCELLANEOUS PROVISIONS:**

- A. **City Personnel Policy Manual and Ordinances.** The provisions in the City Personnel Policy Manual and Ordinances shall be applicable to the Employee except for any provisions which contradict the terms of this Agreement. In the event of any contradiction between the Manual, the Ordinances and this Agreement, the terms of this Agreement shall supersede the provisions in the Manual and any Ordinances.
- B. **Entire Agreement.** This Agreement contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters.
- C. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Washington.
- D. **No Waiver.** No waiver of any breach by either party of the terms of this Agreement shall be deemed a waiver of any subsequent breach of the Agreement.
- E. **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

- F. Amendment. No amendment of this Agreement shall be effective unless the amendment is in writing, signed by each of the parties.
- G. Notices. All notices and demands which either party may be required or desires to serve on the other party shall be in writing carried out by email, facsimile, personal service or by mailing a copy by certified or registered mail

IN WITNESS WHEREOF, the Mayor, with the concurrence of the City Council, has been authorized to sign and execute this Agreement on behalf of the City of Grandview and duly attested by the City Clerk. The Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

**CITY OF GRANDVIEW:**

**EMPLOYEE:**

\_\_\_\_\_  
**MAYOR NORM CHILDRESS**

\_\_\_\_\_  
**CUS ARTEAGA**

**ATTEST:**

\_\_\_\_\_  
**ANITA PALACIOS, CITY CLERK**

## **POSITION DESCRIPTION**

Position: City Administrator

Report to: Mayor

Department: Executive

Revised: September 20, 2004

### **Position Purpose**

The City Administrator is the Chief Administrative Officer of the City, under the direction and authority of the Mayor. Appointment by the Mayor, subject to confirmation by the City Council.

### **Supervises**

All Department Heads report to the City Administrator who is responsible for the supervision of all employees of the City, through the respective Department Heads.

### **Essential Job Functions**

1. Supervises, oversees administers, and coordinates the activities and functions of all City departments in carrying out the requirements of ordinances, resolutions, and policies of City Council.
2. Administers and supervises the carrying out of decisions, regulations, and policies of the City as designated from time to time by the Mayor.
3. Regularly reports to the Mayor concerning the status of all assignments, duties, projects, and functions of all City departments.
4. Responsible for preparing the City's annual budget and submitting it to the Mayor; responsible for its administration after adoption.
5. Serves as Personnel Officer for the City under the direction of the Mayor. Shall hire, discipline, and discharge employees as necessary in accordance with City policy, procedures, and the various union agreements.
6. Responsible for labor management matters, including negotiations.
7. Supervises all purchasing by the various City departments, boards, and commissions, including all expenditures, for the purpose of keeping same within the annual budget.
8. Assists the Mayor in the development and maintenance of good business relations with various state and federal agencies, associations, and local governments.

9. The City Administrator shall assist the Mayor generally in conducting the City's business in all matters, and perform such other duties and assume such other responsibilities as the Mayor may direct, or as may be required by ordinance, resolution, or the direction of City Council.

#### Working Conditions

Work is primarily performed in the City Hall and throughout the City organization.

#### Minimum Qualifications

High School Diploma or GED equivalent. Bachelors Degree in Public Administration or specialized post secondary education relating to local government administration.

Knowledge and experience in all phases of local government. Must possess management skills to supervise and coordinate City operations.

Must be able to develop and maintain good working relationships with various governmental agencies, local governments, and related associations.

Five years experience at a senior level in local government or related activity.

Possession of or the ability to obtain a valid Washington State Motor Vehicle Operator's License.

A combination of experience and education which provides suitable knowledge and ability to perform the duties may be substituted.

Fluency, verbal and written, in Spanish and English is preferred, but not required.

**POSITION DESCRIPTION**

Position: Public Works Director

Department: Public Works

Report To: City Administrator

Revised: August 1, 2008

**Position Purpose**

The Public Works Director manages the City's Public Works operation, including planning, organizing, and directing the various functions within the department: water supply and distribution, sewage collection and treatment, streets, irrigation, garbage, code enforcement, land use, parks maintenance and other assigned activities. Appointment by the Mayor, subject to confirmation by the City Council.

**Direct Supervision**

Public Works Assistant, Public Works Foreman, Wastewater Treatment Plant Superintendent, Public Works Office Clerk and Building Official/Code Enforcement Officer.

**Essential Job Functions**

1. Plans, assigns, directs, and exercises general management over departmental activities including construction, maintenance, operating tasks, and the most effective and economical use of personnel and budgeting funds.
2. Prepares budget estimates, administers the budget throughout the year. Prescribes general rules, regulations, and administrative policies. Evaluates employee performance and maintains records on all department personnel.
3. Directs Public Works related city services including graffiti removal, code enforcement, inspection and permitting, parks maintenance, street maintenance, cemetery, water pumping, treatment and delivery, wastewater collection, wastewater distribution, irrigation water delivery, and solid waste collection and disposal.
4. Purchases public works material. Maintains inventory of supplies. Maintains records of materials used and costs. Maintains all project records.
5. Attends meetings as City representative of the Public Works Department. Prepares reports for the Mayor, City Administrator, or City Council.
6. Recommends the hiring, disciplining, or discharging of employees within his or her jurisdiction in accordance with City policy, procedures, and union agreements as appropriate. Acts as the first step in any grievance procedure.
7. Responsible for all risk management within the department.

8. Performs other related duties as required or assigned.

Working Conditions

Work is performed in the Public Works office and in the field.

Minimum Qualifications

High School Diploma or GED equivalent. Bachelor's degree in engineering or associate's degree in a related field or a combination of an associate's degree or other post-secondary education and technical experience which provides suitable knowledge and abilities to perform the duties required.

Thorough knowledge of construction and maintenance methods, materials, and equipment as employed in municipal public works, with not less than five years experience in a municipal public works, or equivalent, supervisory capacity.

Thorough knowledge of administrative practices and procedures related to public works management, safety measures, and precautions. The ability to plan City needs and schedule projects. The ability to establish and maintain effective working relationships with contractors, consultants, public, and fellow employees is necessary.

Possession of or the ability to obtain a valid Washington State Motor Vehicle Operator's License.

Fluency, verbal and written, in English is required, with verbal fluency in Spanish desirable.

A combination of experience and education which provides suitable knowledge and ability to perform the duties may be substituted.

APPROVED:

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City Administrator

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Date

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

**ITEM TITLE**

**AGENDA NO.:** New Business (C)

Dykstra Park Disc Golf Course Expansion

**AGENDA DATE:** June 14, 2016

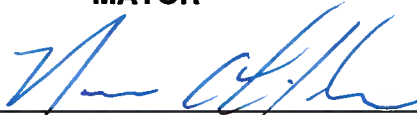
**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

  
Parks & Recreation Director Mike Carpenter and City Administrator/Public Works Director Cus Arteaga

**CITY ADMINISTRATOR**

**MAYOR**



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

At the May 24, 2016 regular meeting, Council was presented a proposal to expand the Dykstra Park disc golf course an additional nine holes. Council agreed to the expansion project. Council moved the discussion of the City's financial support of the expansion project to the June 14<sup>th</sup> COW 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.

Staff recommends that the City's contribution to the expansion project be an in-kind contribution of labor and equipment to remove sod and prep the designated t-pad location for concrete pads at an estimated cost of \$1,500. Should Council agree to the in-kind contribution, these funds would come from the parks maintenance budget and a budget amendment would be required.

**ACTION PROPOSED**

Recommend Council direct staff to amend the parks maintenance budget in order to provide an in-kind contribution for the expansion of the Dykstra Park disc golf course.

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES EXCERPT  
MAY 24, 2016**

**3. PRESENTATIONS**

**B. Dykstra Park Disc Golf Course Expansion**

Parks & Recreation Director Mike Carpenter informed Council of an enthusiastic and organized group who wished to establish an additional 9 holes at the Dykstra Park disc golf course. There were several businesses that pledged funding toward this endeavor and he believed the City needed to capitalize on the excitement and momentum to date. He explained that 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 agreed to channel project donations and funding through their books so that individuals or organizations that contribute could receive a tax deduction. It was anticipated with Council approval, the expansion could be completed by late fall of 2016.

George Saenz, David Rodriguez, Ruby Medina and Rotary President Phil Robillard presented the disc golf course expansion project. The presentation included a map depicting the new hole and launch pad locations and cost estimates

**On motion by Councilmember Souders, second by Councilmember McDonald, Council agreed to move the Dykstra Park Disc Golf Course expansion to new business for consideration of the proposal. City financial support of the expansion project would be considered at the June 14<sup>th</sup> C.O.W. meeting.**



# Dykstra Park Disc Golf Expansion Project

Supporting Parties:

Grandview Rotary Club

Private donors: current money raised \$2500.

## \*Project Cost:

1. Nine Baskets @317.50 including shipping =\$2857.02

2. Concrete for T-pads \$135.00 per pad X 9 = \$1215.00

Includes forms and gravel.

3. Quick Set Concrete bags for Baskets \$20 per X9=\$180.00

4. Signage / post \$50.00 per hole 13x50= \$650.00

Four of the old tee's will need new signage due to course redesign.

Total approximant cost: \$4302.05

Other support:

Public works: Equipment to remove sod and prep designated T-pad location for concrete pads.



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**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business (D)
2016 Resurfacing Improvements Bid Award	<b>AGENDA DATE:</b> June 14, 2016
	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

**DEPARTMENT DIRECTOR REVIEW**

City Administrator/Public Works Director Cus Arteaga

**CITY ADMINISTRATOR**

**MAYOR**

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

**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.

On November 20, 2015, the City was awarded a Washington State Transportation Improvement Board (TIB) grant in the amount of \$406,341 for Wine Country Road resurfacing improvements from Ash Street to Fir Street. During preparation of the bid documents, Council approved including the resurfacing of the 200 Block of Ash Street, the alley behind US Bank, and Wallace Way from Forsell Road north to Stover Road. Staff anticipated a favorable bid because of the economy of scale on asphalt prices.

Bids for the 2016 Resurfacing Improvements were opened on June 2, 2016. A total of four (4) bids were received with Granite Construction Company of Yakima, Washington, submitting the low bid in the amount of \$572,920. The low bid was approximately 9% above the City Engineer's estimate of \$524,275. The City can either request additional funds or reduce the project.

Following are three options for consideration:

- Option 1 – Increase the budget by \$42,307 and complete all sections of the project this year.
- Option 2 – Reduce the scope of work and eliminate the alley paving (-\$13,330), eliminate the street re-stripping of Wallace Way (-\$13,315), add the surplus engineering funds from Forsell Road project (+\$12,000) and add the Wine Country Road match requirement (+\$2,889.70).
- Option 3 – Keep the alley paving (+\$15,000), eliminate the street re-stripping of Wallace Way (-\$13,315), add the surplus engineering funds from Forsell Road project (+\$12,000) and add the Wine Country Road match requirement (+\$2,889.70).

**ACTION PROPOSED**

Staff recommends Council consider option 3 as the preferred option, but option 2 would complete the entire project within the appropriate funds available and move resolution accepting the bid for the 2016 Resurfacing Improvements and authorizing the Mayor to sign all contract documents with Granite Construction Company to a regular Council meeting for consideration.

June 2, 2016

City of Grandview  
207 W. Second Street  
Grandview, WA 98930

Attn: Mr. Cus Arteaga

Re: City of Grandview  
2016 RESURFACING IMPROVEMENTS  
TIB Project No.: 3-E-183(004)-1  
SIED Contract No.: YC-EWCR-15  
HLA Project No.: 16033 and 16072  
Recommendation of Award

Dear Mr. Arteaga:

The bid opening for the above referenced project was held at Grandview City Hall at 10:00 a.m. on Thursday, June 2, 2016. A total of four (4) bids were received with the low bid of \$572,920.00, being offered by Granite Construction Company of Yakima, Washington. This low bid is approximately nine (9) percent above the Engineer's Estimate of \$524,275.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Grandview award a construction contract to Granite Construction Company in the amount of \$572,920.00, contingent on approval of the Transportation Improvement Board. Please send us a copy of the City of Grandview Council minutes authorizing award of this project.

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

Very truly yours,



Stephen S. Hazzard, PE

SSH/crf

Enclosures

Copy: Chris Workman, Transportation Improvement Board (Email)  
Steve Sziebert, HLA  
Kelly Rae, HLA

BID SUMMARY													
Owner:	CITY OF GRANDVIEW												
Project:	2016 RESURFACING IMPROVEMENTS												
HLA Project No.	16033 & 16072												
Bid Opening Date:	June 2, 2016												
Item No.	Item Description	Unit	Quantity	ENGINEER'S ESTIMATE		BIDDER #1		BIDDER #2		BIDDER #3			
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount		
SCHEDULE A: WINE COUNTRY ROAD RESURFACING													
1	Minor Change	FA	EST.	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00		
2	Mobilization	LS	1	\$26,500.00	\$26,500.00	\$14,236.00	\$14,236.00	\$48,000.00	\$48,000.00	\$30,000.00	\$30,000.00		
3	Project Temporary Traffic Control	LS	1	\$20,000.00	\$20,000.00	\$15,975.00	\$15,975.00	\$26,500.00	\$26,500.00	\$60,000.00	\$60,000.00		
4	Removal of Structures and Obstructions	LS	1	\$10,000.00	\$10,000.00	\$5,900.00	\$5,900.00	\$12,800.00	\$12,800.00	\$18,000.00	\$18,000.00		
5	Crushed Surfacing Top Course	TON	30	\$50.00	\$1,500.00	\$94.00	\$2,820.00	\$85.00	\$2,550.00	\$75.00	\$2,250.00		
6	Emulsified Asphalt (CSS-1)	SY	17,800	\$1.00	\$17,800.00	\$0.30	\$5,340.00	\$0.25	\$4,450.00	\$0.20	\$3,560.00		
7	Planing Bituminous Pavement	SY	15,000	\$2.00	\$30,000.00	\$2.05	\$30,750.00	\$2.05	\$30,750.00	\$2.50	\$37,500.00		
8	HMA Cl. 1/2-Inch PG 64-28	TON	1,800	\$80.00	\$144,000.00	\$92.00	\$165,600.00	\$77.00	\$138,600.00	\$77.00	\$138,600.00		
9	Adjust Catch Basin	EA	1	\$400.00	\$400.00	\$120.00	\$120.00	\$950.00	\$950.00	\$500.00	\$500.00		
10	Adjust Valve Box	EA	7	\$400.00	\$2,800.00	\$534.00	\$3,738.00	\$950.00	\$6,650.00	\$500.00	\$3,500.00		
11	Cement Conc. Traffic Curb and Gutter	LF	215	\$35.00	\$7,525.00	\$27.00	\$5,805.00	\$25.00	\$5,375.00	\$16.00	\$3,440.00		
12	Monument Case and Cover	EA	1	\$400.00	\$400.00	\$550.00	\$550.00	\$1,050.00	\$1,050.00	\$350.00	\$350.00		
13	Adjust Monument Case and Cover	EA	1	\$400.00	\$400.00	\$534.00	\$534.00	\$950.00	\$950.00	\$450.00	\$450.00		
14	Cement Conc. Sidewalk 4-Inch Thick	SY	45	\$150.00	\$6,750.00	\$77.00	\$3,465.00	\$50.00	\$2,250.00	\$56.00	\$2,520.00		
15	Cement Conc. Curb Ramp	EA	10	\$1,200.00	\$12,000.00	\$1,931.00	\$19,310.00	\$1,100.00	\$11,000.00	\$1,350.00	\$13,500.00		
16	Traffic Loops, Complete	LS	1	\$15,000.00	\$15,000.00	\$14,973.00	\$14,973.00	\$13,400.00	\$13,400.00	\$15,000.00	\$15,000.00		
17	Adjust Junction Box	EA	2	\$400.00	\$800.00	\$626.00	\$1,252.00	\$400.00	\$800.00	\$500.00	\$1,000.00		
18	Pavement Markings	LS	1	\$10,000.00	\$10,000.00	\$21,245.00	\$21,245.00	\$15,000.00	\$15,000.00	\$16,000.00	\$16,000.00		
SCHEDULE A TOTAL					\$320,875.00		\$326,613.00		\$336,075.00		\$361,170.00		
SCHEDULE B: ASH STREET AND ALLEY IMPROVEMENTS													
19	Project Temporary Traffic Control	LS	1	\$3,000.00	\$3,000.00	\$135.00	\$135.00	\$1,500.00	\$1,500.00	\$10,000.00	\$10,000.00		
20	Removal of Structures and Obstructions	LS	1	\$3,500.00	\$3,500.00	\$3,330.00	\$3,330.00	\$13,250.00	\$13,250.00	\$8,500.00	\$8,500.00		
21	HMA Cl. 1/2-Inch PG 64-28	TON	325	\$80.00	\$26,000.00	\$103.00	\$33,475.00	\$90.00	\$29,250.00	\$90.00	\$28,250.00		
22	Adjust Valve Box	EA	2	\$400.00	\$800.00	\$534.00	\$1,068.00	\$950.00	\$1,900.00	\$425.00	\$850.00		
23	Pavement Markings	LS	1	\$1,000.00	\$1,000.00	\$600.00	\$600.00	\$1,350.00	\$1,350.00	\$750.00	\$750.00		
SCHEDULE B TOTAL					\$34,300.00		\$38,608.00		\$47,250.00		\$49,350.00		

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**RESOLUTION NO. 2016-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE BID FOR THE 2016 RESURFACING IMPROVEMENTS AND  
AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT DOCUMENTS WITH  
GRANITE CONSTRUCTION COMPANY**

**WHEREAS**, the City of Grandview has advertised for bids for the 2016 Resurfacing Improvements; and,

**WHEREAS**, Granite Construction Company of Yakima, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Granite Construction Company for the 2016 Resurfacing Improvements in the amount of \$572,900.00.

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

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

**ITEM TITLE**

**AGENDA NO.:** New Business (E)

2017-2022 Six-Year Transportation Improvement Program

**AGENDA DATE:** June 14, 2016

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

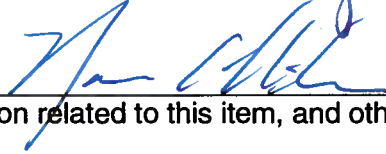
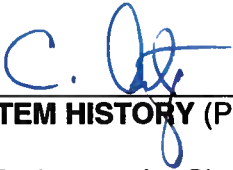
**DEPARTMENT DIRECTOR REVIEW**

City Administrator/Public Works Director Cus Arteaga



**CITY ADMINISTRATOR**

**MAYOR**



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

Each year, the City is required to update the Six-Year Transportation Improvement Program (TIP).

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

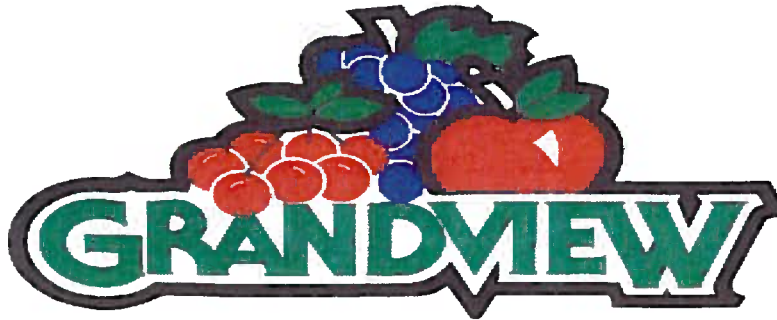
The Six-Year Transportation Improvement Program (TIP) identifies street priority projects and funding sources. The Council has had a standing recommendation of not adding street projects unless there is a funding source available to support the recommendation.

Attached is the 2017-2022 Six-Year Transportation Improvement Program for consideration.

**ACTION PROPOSED**

Direct staff to schedule a public hearing and move resolution adopting the 2017-2022 Six-Year Transportation Improvement Program to a regular Council meeting for consideration.





**CITY OF GRANDVIEW  
NOTICE OF PUBLIC HEARING  
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Grandview, Washington, will conduct a public hearing on **TUESDAY, JULY 12, 2016 at 7:00 p.m.**, in the Council Chambers, 207 West Second Street, Grandview, Washington, to receive comments on the **2017-2022 Six-Year Transportation Improvement Program**.

All persons are invited to appear and to provide comments on these actions. Please contact the City Clerk, at the above address or by telephone 882-9208 between 9 a.m. and 5 p.m., five (5) days prior to the hearing if you have special facility needs. If you are unable to attend the public hearing, written comments will be received until 5:00 p.m., the day of the hearing, at the above address, and will be entered into the record.

**CITY OF GRANDVIEW**

Anita G. Palacios, MMC  
City Clerk

Publish: Daily Sun News – June 22 & 29, 2016

**RESOLUTION NO. 2016-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ADOPTING THE 2017-2022 SIX-YEAR TRANSPORTATION  
IMPROVEMENT PROGRAM**

**WHEREAS**, the City of Grandview by statute must maintain a six-year Transportation Improvement Program for the improvement and maintenance of City streets; and,

**WHEREAS**, the 2017-2022 Six-Year Transportation Improvement Program has been revised and reflects the needs of the City for street maintenance and improvements; and,

**WHEREAS**, the Grandview City Council held a public hearing on the 2017-2022 Six-Year Transportation Improvement Program at its July 12, 2016 regular meeting,

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

The 2017-2022 Six-Year Transportation Improvement Program as attached hereto and incorporated herein by reference is hereby approved and adopted.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on July 12, 2016.

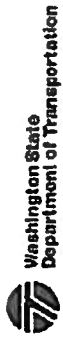
**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Grandview  
County: Yakima  
MPO/RTPO: YVCOG

N Inside

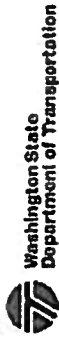
Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
16	1	Old Inland Empire Highway Improvements Grandridge Avenue to Elm Street Reconstruct roadway including widening, excavation, gravel surfacing, hot mix asphalt, curb and gutter, sidewalk, storm drainage improvements, landscaping, and street lights.	WA-05178					04	C P T W	0.740	CE	No

Funding		Totals				Total Funds		
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2021	STP(US)	1,897,700		0	296,200	2,193,900
				1,897,700		0	296,200	2,193,900

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	0	0	0	2,193,900
Total	0	0	0	0	2,193,900

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# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Grandview  
County: Yakima  
MPO/RTPD: YVCOG

N Inside Y Outside

Functional Class	16	Priority Number	2	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID WA-03874	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Wine Country Road & McCreedle Road Signalization Wine Country Road and to McCreedle Road Intersection New traffic signal, channelization, and hot mix asphalt paving.						03	P T	0.400 CE		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2018		0	TIB	355,500	39,500	395,000
		Totals			0		355,500	39,500	395,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	395,000	0	0	0
Totals	0	395,000	0	0	0

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Washington State  
Department of Transportation

## Six Year Transportation Improvement Program From 2017 to 2022

Agency: Grandview  
County: Yakima  
MPO/RTPD: YVCOG

N Inside Y Outside

Functional Class	Priority Number	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	3	Larson Street Improvements South Fifth Street to Queen Street Roadway reconstruction including excavation, roadway widening, storm drainage improvements, hot mix asphalt, curb and gutter, and water system improvements.	WA-03875					04	C P T	0.150 CE		No

Funding				Total Funds			
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds
P	ALL	2018		0		0	400,000
Totals				0		0	400,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	400,000	0	0	0
Totals	0	400,000	0	0	0



Washington State  
Department of Transportation

# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Grandview  
County: Yakima  
MPO/RTPO: YVCOG

N Inside Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	4	Stassen Street Improvements Hillcrest Street to Valma Avenue Roadway reconstruction including excavation, roadway widening, storm drainage improvements, curb and gutter, hot mix asphalt, and water system improvements.	WA-03878					04		0.130	CE	No

Funding				Total Funds			
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Funds	Local Funds	Total Funds
P	ALL	2020		0	0	342,000	342,000
			Totals	0	0	342,000	342,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	342,000	0
Totals	0	0	0	342,000	0



# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Grandview  
County: Yakima  
MPO/RTPD: YVCOG

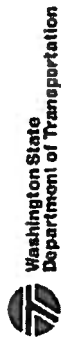
N Inside Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	5	Birch Avenue Improvements	WA-05489					04	C P T	0.180	CE	No
		Wine Country Road to East Third Street Roadway reconstruction including excavation, curb and gutter, hot mix asphalt, storm drainage improvements, and water system improvements.										

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2019		0		0	475,000	475,000
				Totals	0		0	475,000	475,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	475,000	0	0
Totals	0	0	475,000	0	0

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# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Grandview  
County: Yakima  
MPO/RTPO: YVCOG

N Inside Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	6	Highland Road Improvements Elm Street to East City Limits Roadway reconstruction including excavation, roadway widening, curb and gutter, hot mix asphalt, storm drainage improvements, and water and sewer system improvements.	WA-03878					04	P T	1.000	CE	No

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2022			0		0	3,000,000	3,000,000
				Totals	0		0	3,000,000	3,000,000

Expenditure Schedule	Phase	1st	2nd	3rd	4th	5th & 6th
ALL		0	0	0	0	3,000,000
Totals		0	0	0	0	3,000,000

Grand Totals for Grandview	Federal Funds	State Funds	Local Funds	Total Funds
	1,897,700	355,500	4,562,700	6,805,900

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**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

**ITEM TITLE**

Grandview Museum Project Acceptance

**AGENDA NO.:** New Business (F)

**AGENDA DATE:** June 14, 2016

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

Parks & Recreation Director Mike Carpenter

**CITY ADMINISTRATOR**

**MAYOR**

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

None

**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.

Banlin Construction, LLC, has completed the renovation of the Grandview Museum. Staff recommends Council accept the project as complete and release retainage in the amount of \$10,954.40.

**ACTION PROPOSED**

Move acceptance of the Grandview Museum renovation project as complete and release retainage in the amount of \$10,954.40 to a regular Council meeting agenda for consideration.

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**AIA®****Document G704™ – 2000****Certificate of Substantial Completion****PROJECT:***(Name and address)*Grandview Museum  
115 West Wine Country Road  
Grandview, Washington**PROJECT NUMBER:** 1232/**CONTRACT FOR:** General Construction**CONTRACT DATE:**OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐FIELD: ☐OTHER: ☐**TO OWNER:***(Name and address)*City of Grandview  
207 West Second Street  
Grandview, Washington 98930**TO CONTRACTOR:***(Name and address)*BANLIN Construction, L.L.C.  
320 W. Columbia Drive  
Kennewick, Washington 99336**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**Warranty****Date of Commencement**

BORArchitecture, pllc

**ARCHITECT**

  
BY

June 1, 2016

**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective: \$0.00**

The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

BANLIN Construction, L.L.C.

**CONTRACTOR**

BY

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 P.M. (time) on June 3, 2016 (date).

City of Grandview

**OWNER**

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

*(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

TO OWNER: City of Grandview

PROJECT: Grandview Museum

APPLICATION NO.: Retainage

Distribution to:

115 W Wine Country Rd.

PERIOD TO: **RECEIVED**☒ OWNER

Grandview WA 98930

JUN 06 2016

☐ ARCHITECT  
☐ CONTRACTOR

FROM CONTRACTOR: BANLIN Construction

VIA ARCHITECT:

320 W. Columbia Dr

BORArchitecture

Kennewick, WA 99336

B.O.R. ARCHITECTURE  
CONTACT DATE:**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM .....	\$	\$220,548.00
2. Net change by Change Orders .....	\$	\$9,359.19
3. CONTRACT SUM TO DATE (Line 1 + 2) .....	\$	\$229,907.19
4. TOTAL COMPLETED & STORED TO DATE .....	\$	\$229,907.19

**5. RETAINAGE:**

a. 5 % of Completed Work \$ \$11,495.36

b. \_\_\_\_\_ % of Stored Material \$ \_\_\_\_\_

Total Retainage (Line 5a + 5b) \$ \$11,495.36

6. TOTAL EARNED LESS RETAINAGE .....

(Line 4 less Line 5 Total) \$ \$218,411.83

7. PLUS 7.9% W.S.T. \$ \$18,703.63

8. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 8 plus Line 9 from prior Certificate) .....

\$ \$237,115.46

9. CURRENT PAYMENT DUE .....

10. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ \$10,954.40

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

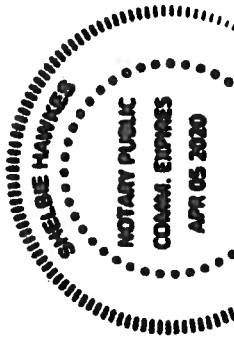
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BANLIN ConstructionBy: [Signature] Project Manager

State of: Washington

County of: Benton

Subscribed and sworn to before

me this 3rd day of June 2016Notary Public: Shelbie HawkesMy Commission expires: APR 05-20Date: 6-3-16**OWNER'S REP CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....

\$ 10,954.40

(Attach explanation if amount certified differs from the amount applied for Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

Owner Rep: [Signature]Date: 6/7/2016By: [Signature]

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

ESTIMATE OF WORK COMPLETED  
 APPLICATION NO. Retainage  
 PROJECT: Grandview Museum  
 CONTRACTOR: BANLIN Construction

PERIOD:

A	B	C	D	E	F	G	H
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		TOTAL TO DATE (D+E)	% F/C	BALANCE TO FINISH (C-F)
			VALUE PREVIOUS APPLICATIONS	VALUE CURRENT APPLICATION			
	Mobilization	6,600.00	6,600.00	0.00	6,600.00	100%	0.00
	Selective Demo	10,500.00	10,500.00	0.00	10,500.00	100%	0.00
	Framing- Labor/Material	17,000.00	17,000.00	0.00	17,000.00	100%	0.00
	Concrete Pour Back	2,000.00	2,000.00	0.00	2,000.00	100%	0.00
	Doors/Hardware/Install	13,700.00	13,700.00	0.00	13,700.00	100%	0.00
	Garage Doors/Install	10,176.00	10,176.00	0.00	10,176.00	100%	0.00
	Glazing	3,467.00	3,467.00	0.00	3,467.00	100%	0.00
	Metal Canopy	3,500.00	3,500.00	0.00	3,500.00	100%	0.00
	Metal Flashings	1,200.00	1,200.00	0.00	1,200.00	100%	0.00
	Insulation	8,040.00	8,040.00	0.00	8,040.00	100%	0.00
	Drywall	23,650.00	23,650.00	0.00	23,650.00	100%	0.00
	Painting	8,930.00	8,930.00	0.00	8,930.00	100%	0.00
	Flooring	5,066.00	5,066.00	0.00	5,066.00	100%	0.00
	Casework	1,690.00	1,690.00	0.00	1,690.00	100%	0.00
	Plumbing	13,000.00	13,000.00	0.00	13,000.00	100%	0.00
	HVAC	36,622.00	36,622.00	0.00	36,622.00	100%	0.00
	Electrical	28,880.00	28,880.00	0.00	28,880.00	100%	0.00
	Div 10	1,326.00	1,326.00	0.00	1,326.00	100%	0.00
	FRP	2,467.00	2,467.00	0.00	2,467.00	100%	0.00
	OFCI	1,500.00	1,500.00	0.00	1,500.00	100%	0.00
	Stucco/Stone Install	15,134.00	15,134.00	0.00	15,134.00	100%	0.00
	Fence	4,100.00	4,100.00	0.00	4,100.00	100%	0.00
	Punchlist	2,000.00	2,000.00	0.00	2,000.00	100%	0.00
		0.00	0.00	0.00	0.00	#DIV/0!	0.00
		0.00	0.00	0.00	0.00	#DIV/0!	0.00
		0.00	0.00	0.00	0.00	#DIV/0!	0.00
		0.00	0.00	0.00	0.00	#DIV/0!	0.00
		0.00	0.00	0.00	0.00	#DIV/0!	0.00
		0.00	0.00	0.00	0.00	#DIV/0!	0.00
		0.00	0.00	0.00	0.00	#DIV/0!	0.00
	<b>SUBTOTAL</b>	220,548.00	220,548.00	0.00	220,548.00	100%	0.00
	<b>CHANGE ORDERS</b>						
	Change Order #1	9,359.19	9,359.19	0.00	9,359.19	0%	0.00
		0.00	0.00	0.00	0.00	0%	0.00
		0.00	0.00	0.00	0.00	0%	0.00
		0.00	0.00	0.00	0.00	0%	0.00
		0.00	0.00	0.00	0.00	0%	0.00
	<b>CO TOTAL</b>	9,359.19	9,359.19	0.00	9,359.19	100%	0.00
	<b>TOTAL</b>	229,907.19	229,907.19	0.00	229,907.19	100%	0.00

35

## 1 APPLICATION AND CERTIFICATE FOR PAYMENT

2 APPLICATION NO. Retainage

PERIOD:

3 PROJECT: Grandview Museum

## 4 PROJECT PAYMENT INFORMATION

5

	C	D	E	F	H
	SCHEDULED VALUE	PREVIOUS APPLICATIONS	CURRENT APPLICATION	TOTAL TO DATE	BALANCE TO FINISH
6					
7					
8					
9					
10	SUBTOTAL	220,548.00	220,548.00	0.00	220,548.00
11					
12	CO TOTAL	9,359.19	9,359.19	0.00	9,359.19
13					
14	SUBTOTAL	229,907.19	229,907.19	0.00	229,907.19
15					
15					
15					
15					
16	SALES TAX @ 7.9%	18,162.67	18,703.63	0.00	18,703.63
17					(540.96)
18	TOTAL CONTRACT	248,069.86	248,610.82	0.00	248,610.82
19					(540.96)
20	RETAINAGE - 5%		(11,495.36)	0.00	(11,495.36)
21					11,495.36
22	TOTAL LESS RETAINAGE		237,115.46	0.00	237,115.46
23					10,954.40
23					
24	PREVIOUS PAYMENTS			237,115.46	
25					
25					
26	DUE THIS ESTIMATE			0.00	
27					
28	UNPAID BALANCE				10,954.40

29

30

31 The undersigned Contractor certifies that to the best of his knowledge, information and belief the work

32 covered by this Application for Payment has been completed in accordance with the Contract

38 By:

Date:

39 , Project Manager

40 State of: **Washington**County of: **Benton**

41 Subscribed and sworn to before me this            day of            2016,

42

43

44

45 Notary Public:

46 My Commission expires:

47

48

36

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

**ITEM TITLE**

Resolution declaring certain City property as surplus and authorizing disposal by public auction, sale or trade

**AGENDA NO.:** New Business (G)

**AGENDA DATE:** June 14, 2016

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

City Administrator/Public Works Director

**CITY ADMINISTRATOR**

**MAYOR**

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

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

The Public Works Department requests that the following tractor and vehicles which have outlived their useful life and are no longer needed for the conduct of City business be surplus:

- 1985 Case tractor with front loader (PW/338)
- 1977 Dodge D500 Stake Truck, VIN #D51EG6J022990 (military surplus)
- 1977 Chrysler M880, VIN# W24BE7S185913 (military surplus)

**ACTION PROPOSED**

Move the resolution declaring certain City property as surplus and authorizing disposal by public auction, sale or trade to a regular Council meeting agenda for consideration.

**RESOLUTION NO. 2016-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
DECLARING CERTAIN CITY PROPERTY AS SURPLUS AND AUTHORIZING  
DISPOSAL BY PUBLIC AUCTION, SALE OR TRADE**

**WHEREAS**, the Public Works Department has a tractor and two vehicles that have outlived their useful life and are no longer needed for the conduct of City business; and,

**WHEREAS**, the City Council has determined that it is in the best interest of the City that the foregoing described tractor and vehicles be declared surplus and disposed of;

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

Section 1. The following are hereby declared to be surplus:

- 1985 Case tractor with front loader (PW/338)
- 1977 Dodge D500 Stake Truck, VIN #D51EG6J022990 (military surplus)
- 1977 Chrysler M880, VIN# W24BE7S185913 (military surplus)

Section 2. City staff is authorized to dispose of the surplus tractor and vehicles described in section 1 of this resolution by public auction, sale or trade-in.

Section 3. The City Administrator is authorized to establish a minimum sale/trade-in price for the surplus vehicle as deemed necessary to protect the City's interests.

**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**

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

**4. NEW BUSINESS**

**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.



**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

**ITEM TITLE**

Ordinance adopting a new Chapter 5.25 of the Grandview Municipal Code establishing a Special Event Permit

**AGENDA NO.:** New Business (I)

**AGENDA DATE:** June 14, 2016

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

**DEPARTMENT DIRECTOR REVIEW**

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 regular meeting, Council approved a street closure request for a car and bike show. Staff noted that the City did not have regulations establishing procedures and criteria governing the review of requests to hold special events. Council requested staff draft an ordinance establishing a special event permit.

**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 is an ordinance adopting a new Chapter 5.25 of the Grandview Municipal Code establishing a Special Event Permit.

**ACTION PROPOSED**

Move ordinance adopting a new Chapter 5.25 of the Grandview Municipal Code establishing a Special Event Permit to a regular Council meeting agenda for consideration.

**ORDINANCE NO. 2016-\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
ADOPTING A NEW CHAPTER 5.25 OF THE GRANDVIEW MUNICIPAL  
CODE ESTABLISHING A SPECIAL EVENT PERMIT**

**WHEREAS**, the City of Grandview from time to time receives inquiries and requests by private and public entities to hold special events within the City limits; and

**WHEREAS**, the City has not adopted regulations establishing procedures and criteria governing the review of requests by public and private entities to hold special events, nor has the City adopted or regulations governing special events themselves; and

**WHEREAS**, activities that may be regulated as special events may affect public safety and other matters affecting the public health and welfare of the City's residents as well as the financial resources of the City; and

**WHEREAS**, the City Council of the City of Grandview finds and determines that regulating special events within the City is in the best interest of the City, its residents, and will promote the general health, safety and welfare of the City and its residents; and

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

**Section 1.** A new Grandview Municipal Code chapter 5.25 "Special Event Permits" is adopted to read as follows:

**5.25.010 Definitions.**

A. "Block party" means a limited street closure within a residentially zoned area for the purposes of holding a gathering involving the immediately surrounding residents and those invitees.

B. "City Administrator," for permits which require City Council approval and for solely Sections 5.25.050 and 5.25.060, means, in addition to its normal meaning, the City Council.

C. "Funeral procession" means a single direct movement from a mortuary or church to the place of burial of a human body, under direction of an authorized funeral director.

D. "Parade" means a march or procession of any kind.

E. "Person" means any individual, corporation, partnership or association, or other entity and the agents, employees, servants and legal successors thereof; or agency of state, county or municipal government; or agency of the federal government which is subject to the jurisdiction of the state of Washington.

F. "Special event" means a temporary activity, carnival, parade, assembly, procession, block party, fun-run, roadway foot races, community-sponsored activity, car or motor vehicle shows, art and craft fairs or other similar function that is conducted wholly or partly on public property or any event on private property that involves an open invitation to the public. An "open invitation to the public" includes, but is not limited to, events for which admission requires a ticket.

G. "Temporary" means, for the purposes of this chapter only, no more than four consecutive days during any calendar year.

#### **5.25.020 Special event permit required.**

A special event permit shall be required prior to conducting a special event unless specifically exempted. Any and all other state, federal, and/or local permits required to operate the special event must be obtained prior to operation. Any person who holds more than one special event during the course of the year may combine multiple special events into one application for processing in accordance with this chapter.

#### **5.25.030 Exemptions.**

The following activities are exempt from the permit requirements for special events:

- A. Events conducted by the City of Grandview;
- B. Funeral processions;
- C. Events conducted within a building designed for that purpose, including, but not limited to, churches, event centers, schools, and wineries; and
- D. Events in City parks for which a permit has been sought and obtained pursuant to section 12.20.140 of this code.

#### **5.25.040 Application.**

An application for a special event shall be made at least forty-five (45) days prior to the event; provided, that applications submitted less than forty-five (45) days prior to the event may be accepted if the City Administrator, or his designee, finds that there is adequate time to properly process the request, that all requirements of the permit can be met without undue strain on City resources and the date and venue are available for use. Applications shall include the following information:

- A. A completed application form provided by the City Administrator or his designee;
- B. The applicant and contact person's names, phone numbers, and addresses, including phone number available during operation of the special event;
- C. A narrative including a detailed description, location, time frame and purpose of special event;
- D. A site plan of the special event site indicating the location of any features used during the event. The site plan should be neatly drawn and include the following information:
  - 1. The boundaries of the event site;
  - 2. The location of event features, including but not limited to booths, ride areas, and equipment;
  - 3. Any parking areas to be used by the event visitors or staff;
  - 4. Location of restrooms, waste facilities, and trash receptacles;

- E. The location and map of any proposed street use and/or closure and necessary detours;
- F. Events including a parade or procession along City streets shall include the following additional information:
  - 1. Timing of the parade or procession;
  - 2. The location of all aspects of the parade or procession including staging area, route, disbanding area;
  - 3. The number and type of vehicles to be used;
  - 4. The maximum length and travel speeds; and
  - 5. The number and location of monitors or traffic control;
- G. Any additional information deemed necessary by the City Administrator or designee to properly review the application.

**5.25.050 Minimum requirements for special event permit.**

The following standards are the minimum necessary to receive a permit. The City Administrator, or his or her designee, may impose additional reasonable conditions in order to protect the public's health, safety and general welfare.

- A. The location, size and features are suitable for the proposed event and will not be harmful to the health, safety and welfare of the community.
- B. Appropriate provisions are made for parking, waste management, restroom facilities, traffic control and circulation, security, noise generated by the event, health and safety, and access.
- C. Closures of public streets and/or access ways will not result in a serious inconvenience to the general public and appropriate provisions for emergency vehicle access is provided.
- D. Prior to commencing operation, the event site shall be inspected by City officials, which may include the City police department and fire department, and any other official deemed appropriate by the City Administrator, or his or her designee, to ensure the protection of the public health, safety, and welfare.
- E. For special events involving the use of City facilities, parks or public right-of-way, proof of liability insurance with coverage in the amount of one million dollars per occurrence, unless an additional amount is required for the activity per the City Administrator. The City Administrator may allow a lower amount or waive this requirement when the event is not open to the general public and the risks presented by the request justify a lower amount. Said insurance shall be provided by an insurance carrier approved by the City and in a form approved by the City, shall name the City of Grandview as an additional insured, and shall provide that the insurance shall not be cancelled without thirty days' prior written notice to the City. Insurance provisions are not required for block party events. In addition, the applicant shall execute an agreement to indemnify, defend, and hold harmless the City, its officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities associated with the operation of the special event.

F. If the special event is to be on City-owned property, the applicant shall provide a layout of the event site and, based on the event, may be required to also provide a waste management and restoration plan to the City Administrator, or his or her designee. The City may require a damage deposit or a bond to pay for any repairs and/or replacement of park property that may arise from the special event. The amount of the deposit or bond shall be determined by the City Administrator, or his or her designee, based upon the size of the event and the likelihood that it might result in damage to the City-owned property.

G. A health permit shall be posted on site for any use that provides beverage and/or food service that requires such a permit.

H. Where a permit will result in the closure of a City property or right-of-way to use by the general public the applicant may be required to post notice of the closure at least forty-eight hours in advance of the event. Failure by the event organizer to fulfill this requirement as part of the permit application and approval process may result in the event being cancelled and the permit revoked.

I. A copy of the approved special events permit shall be maintained at the location of the special event throughout the duration of the event.

J. The City Administrator, or his or her designee, shall provide public notice of the application not less than ten calendar days before he approves or denies the application by posting the application on the City's website. The City Administrator, or his or her designee, may provide additional notice, at his discretion. The City Administrator, or his or her designee, shall consider any comments when approving or denying the application.

#### **5.25.060 Grounds for denial.**

Approval of a special event permit may be denied or revoked if the City Administrator or his designee reasonably determines that:

A. The proposed event is not consistent with the standards of this chapter.

B. The proposed event would endanger public health or safety.

C. The proposed event would seriously inconvenience or impair the general public's use of public property, services, or facilities.

D. The proposed event interferes with another event for which a permit has previously been granted.

E. The proposed event would interfere with any construction or maintenance work scheduled to take place upon public property or right-of-way.

F. The purpose of the event is to incite crime or the overthrow of the government by force.

#### **5.25.070 Fees.**

The applicant shall pay a nonrefundable processing fee at the time of filing the application in the amount established by resolution or ordinance of the City Council.

#### **5.25.080 Appeals.**

Any person who submitted comments on the application, and the applicant, may appeal the City Administrator's, or his designee's, decision to issue or not to issue a special event permit to the City Council and shall pay a nonrefundable appeal fee established by resolution or ordinance of the City Council. A written appeal must be received by the

City Clerk within five days after a written decision. A hearing shall be held not more than fourteen business days after the receipt of the request for a hearing. The applicant and any person who submitted comments on the application shall have the right to attend said hearing and present evidence. Any hearing under this chapter shall be conducted at a City Council meeting, on an informal basis. A record of the hearing, including the date of hearing, who was present, and the findings made as to whether or not the decision was consistent with the approval criteria shall be made in writing. The written finding shall be filed with the City Administrator or his designee. Any party who could have appealed the decision shall be provided notice of the hearing, not less than five business days before the hearing.

**5.25.090 Approval of permit by City Council—Exception.**

Notwithstanding anything to the contrary in this chapter, only the City Council may approve a permit for an event reasonably expected to draw more than five hundred persons to one location in any one-hour period. The decision of the City Council shall be final.

**5.25.100 Penalty for violation.**

Violating or failing to comply with any provisions of this chapter shall be a civil infraction and may be punishable by a fine of not less than \$100.00 per day for any such violation of this chapter.

**5.25.110 Revocation.**

A. A special events permit issued under this chapter shall be temporary, shall vest no permanent rights in the applicant, and may be immediately revoked or suspended by the City Administrator or his designee if:

1. The applicant has made a misstatement of material fact in the information supplied; the applicant has failed to fulfill a term or condition of the permit in a timely manner; or the check submitted by the applicant in payment of the fee for a permit has been dishonored;
2. The applicant requests the cancellation of the permit or cancels the event;
3. The activity endangers or threatens persons or property, or otherwise jeopardizes the health, safety, or welfare of persons or property;
4. The activity conducted is in violation of any of the terms or conditions of the special events permit;
5. An emergency or supervening occurrence requires the cancellation or termination of the event in order to protect the public health or safety;
6. The applicant fails to prepay any required expenses.

B. The City shall refund the permit fee in the event of a revocation caused by an emergency or supervening occurrence.

**5.25.120 Severability.**

If any section, subsection, sentence, clause, paragraph, phrase, or word of this chapter should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality thereof shall not affect the validity or constitutionality of any other section, subsection, sentence, clause, paragraph, phrase or word of this

chapter.

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

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on \_\_\_\_\_.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

PUBLICATION:  
EFFECTIVE:

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business (J)
Ordinance adopting a new Chapter 17.94 of the Grandview Municipal Code establishing a reasonable accommodation process in the City's land use ordinance to accommodate statutory rights of the disabled	<b>AGENDA DATE:</b> June 14, 2016
	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

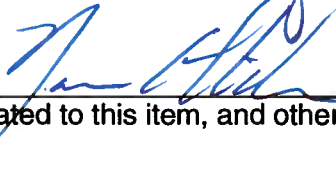
**DEPARTMENT DIRECTOR REVIEW**

City Administrator/Public Works Director Cus Arteaga



**CITY ADMINISTRATOR**

**MAYOR**



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

The City recently received a request from a resident to construct a fence along the perimeter of his yard that exceeded the height and setback requirements of the municipal code. The resident was the primary caregiver of an adult child with a disability and wanted to erect the fence in order to provide for the safety of the adult child with a disability.

In consultation with legal counsel, staff considered the request to be a request for a reasonable accommodation under the Americans with Disabilities Act (ADA) and Fair Housing Act (FHA). The City provided a reasonable accommodation with respect to the enforcement of its development regulations in order to facilitate the care of the adult child and his full and safe enjoyment of their property.

Staff recommends Council consider establishing a reasonable accommodation process in the City's land use ordinance to accommodate statutory rights of the disabled.

**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.

City Attorney Plant drafted the attached ordinance adopting a new Chapter 17.94 of the Grandview Municipal Code establishing a reasonable accommodation process in the City's land use ordinance to accommodate statutory rights of the disabled for Council consideration.

**ACTION PROPOSED**

Move ordinance adopting a new Chapter 17.94 of the Grandview Municipal Code establishing a reasonable accommodation process in the City's land use ordinance to accommodate statutory rights of the disabled to a regular Council meeting agenda for consideration.

47



**ORDINANCE NO. 2016-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
ADOPTING A NEW CHAPTER 17.94 OF THE GRANDVIEW MUNICIPAL  
CODE ESTABLISHING A REASONABLE ACCOMMODATION PROCESS  
IN THE CITY'S LAND USE ORDINANCE TO ACCOMMODATE  
STATUTORY RIGHTS OF THE DISABLED**

**WHEREAS**, the City Council of the City of Grandview finds and determines that adopting an ordinance establishing a reasonable accommodation process in the City's land use ordinance is in the best interest of the City, its residents, and will promote the general health, safety and welfare of the City and its residents; and

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

**Section 1.** A new Grandview Municipal Code chapter 17.94 "Reasonable Accommodation Process" is adopted to read as follows:

**17.94.010 Purpose.**

This chapter has been enacted to authorize the City Administrator or his designee to waive or vary provisions of the Grandview Municipal Code ("GMC") when necessary to reasonably accommodate the statutory rights of the disabled under the Americans with Disabilities Act (ADA), the Fair Housing Act (FHA) or the Washington Law Against Discrimination (WLAD). This process shall be interpreted and administered in order to ensure the full exercise and enjoyment of a disabled person's right to the residential housing of his or her choosing. The provisions of this chapter shall not apply to commercial activities or zones; provided, however, that nothing herein shall be interpreted to limit the exercise of a disabled person's rights by or through a residential care provider. In the event of any conflict or if an interpretation of this chapter is required, it shall be implemented and interpreted in accordance with the provisions of the ADA, FHA and WLAD.

**17.94.020 Reasonable accommodations.**

A. Upon the application of a disabled person or individual or entity providing services to the disabled in a residential facility or other group living arrangement, the City Administrator or his designee is hereby authorized to vary, modify, or waive the provisions of the GMC, including the provisions of GMC Title 17 and Title 15, in order to provide a reasonable accommodation as necessary to provide to a disabled person's or care provider to the disabled person's full enjoyment of a residence.

B. The City's duty to accommodate is an affirmative one, and the City Administrator is thereby authorized to provide accommodations in a thoughtful and proactive manner.

C. The following review may, at the discretion of the City Administrator, include citizen input into the administrative process. The City Administrator shall provide written notice of the accommodation to the applicant and property owners within 300 feet of the subject site.

D. When applying this reasonable accommodation process to the Grandview Municipal Code, including the International Building Code and other codes adopted pursuant to GMC Title 15, the City and its staff shall avoid stereotypical assumptions regarding the disabled and shall attempt to ascertain the actual physical and/or mental limitation of the disabled individual in order to craft an accommodation which best suits the exercise of that individual's rights.

**17.94.030 Waiver of building code requirements.**

No reasonable accommodation shall be provided by a waiver or variance of the provisions of the codes adopted pursuant to GMC Title 15 which does not substantially accomplish the purposes of those chapters or which would reduce the fire safety of any structure. Modifications, waivers or variances of the provisions of International Building Code, International Fire Code and the other codes adopted pursuant to GMC Title 15 shall provide at least the same level of safety required by the respective code. The applicant shall have the burden of establishing that the proposed modification, waiver or variance accomplishes substantially the same purpose without reduction of fire safety.

**17.94.040 Accommodations personal to the applicant.**

The accommodation provided shall be personal to the applicant and shall not run with the land; provided, however, that a change in a residential structure necessary to accommodate the operation of a residential care provider to the disabled may be continued by future operations of similar facilities at the site who establish the same use within six months of the date the prior use by disabled person or residential care provider ceases. The City Administrator may therefore direct that any physical change in the structure which would otherwise be illegal under the use or bulk requirements of the City's land use ordinances be brought into compliance six months after the date of sale or transfer of a residential structure to a person or entity not qualifying for the protections of the ADA, FHA and WLAD.

**17.94.050 Appeal.**

There shall be no appeal from the decision of the City Administrator within the City. Interested persons, that is persons located within 300 feet of the building site, may appeal the reasonable accommodation by filing a petition for review with Yakima County Superior Court within 10 days of the date of mailing of the written notice of decision.

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

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

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

PUBLICATION:

EFFECTIVE: