

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JANUARY 22, 2019**



COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM


PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A. Resolution approving a Business Licensing Service Agreement between the City of Grandview and Washington State Department of Revenue 1-35
 - B. 2019 City Board & Commission Appointments 36
 - C. Complete Streets Award 37-45
 - D. Ordinance prohibiting the distribution of plastic straws and polystyrene-based food containers and requiring retail establishments to collect a pass-through charge from customers for the distribution of plastic bags, and adding a new chapter to the Grandview Municipal Code entitled 8.44–Carryout Bag and Food Container Regulation 46-54
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

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

ITEM TITLE Resolution approving a Business Licensing Service Agreement between the City of Grandview and Washington State Department of Revenue	AGENDA NO.: New Business 4 (A) AGENDA DATE: January 22, 2019
DEPARTMENT City Clerk	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk 

CITY ADMINISTRATOR  **MAYOR** 

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

The Washington State Legislature enacted Engrossed House Bill ("EHB") 2005 during the 2017 regular session. EHB 2005 was intended to simplify the administration of municipal general business licenses for applicants and improve the business climate. The legislation required actions by those cities with business license requirements.

EHB 2005 required cities with business license regulations to adopt a model business license ordinance with a minimum threshold and a definition of "engaging in business" by January 1, 2019. Council adopted the model business license Ordinance No. 2018-14 on October 9, 2018.

EHB 2005 also requires all cities with business licenses to administer their business licensing through the Washington State Department of Revenue Business Licensing Service (BLS) by 2027. The BLS currently has over 80 cities/towns that use their system and is in the process of onboarding 24 additional cities per the 2018-2019 Local Business Licensing Partnership Plan.

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 Washington State Department of Revenue Business Licensing Service has invited the City of Grandview to join in the state's Business Licensing Service partnership in 2019.

ACTION PROPOSED

Move a resolution approving a Business Licensing Service Agreement between the City of Grandview and Washington State Department of Revenue to the next regular Council meeting for consideration.

BUSINESS LICENSING REPORT

Date: January 22, 2019

To: City Council

From: Anita Palacios, City Clerk

RE: Business Licensing Services Agreement with the WA State Department of Revenue

Summary:

City staff are proposing a Business Licensing Services Agreement with the Washington State Department of Revenue (Revenue) Business Licensing Service (BLS). The City currently manages its general City business license by City staff. BLS is a clerical services clearinghouse that handles application and renewal processing and payments in a simplified process for businesses. BLS' services, system access, configuration, and maintenance are provided free to the City.

Background:

In 1977, lawmakers passed the Business License Center Act (Chapter 19.02 RCW) to streamline and combine into a one-stop process the application and renewal of the state licenses most commonly held by businesses. Since 1997, the service has included local business licensing in the process. Since 2011, the Business Licensing Service operates as a Revenue work unit. It is the one-stop clearinghouse for state and local business licensing, offering nearly 600 license "endorsements" from more than 25 state agency licensing programs and more than 80 cities.

In March 2019, BLS completed its tax and licensing systems replacement to be even more responsive to both business and City needs. The web-based system interface provides real-time updates to license account information and on-demand access to complete state tax and local license data. The user-friendly online portal for licensing is accessible to City staff once the secure access is approved. State tax and licensing reporting are available via the same portal.

State requirement for licensing partnership:

Engrossed House Bill 2005 passed unanimously in 2017. The bill, now codified as Chapter 35.90 RCW, requires any City with a general business license, to participate with either BLS' combined, state and local licensing service, or a separate, local-only, tax and licensing service known as FileLocal. The legislation has specific deadlines. If a City does not complete partnership with BLS by December 2022, or FileLocal by June 30, 2020, it may no longer require its business licenses after December 2022.

BLS benefits to business:

- One-stop online business licensing for hundreds of state and City license types
- Intuitive licensing "wizard" for new applicants
- Fast online application and renewal
- Multiple payment options, including "e-check" with no payment processing fee.
- City limits locator (GIS) to ensure licensing with the appropriate City or cities
- On-demand license printing
- No trip to City Hall
- Toll-free and online customer service

The service is provided at no charge to all local governments. Regulating partners receive 100 percent of their license fees collected through BLS. Funding for BLS operations is produced by businesses paying:

- A \$19 per-application handling fee, regardless of the number of individual state and/or local licenses being requested at one time; including the state tax registration and other, *required* state and local licenses. The City's license application processing is included in that same \$19.
- An \$11 annual renewal processing fee per business location account. The handling fee is limited to one \$11 fee charged per business location per year*, whether the business has one license endorsement renewing at the location or 100.

**By synchronizing expirations, a business may initially file a prorated renewal resulting in more than one filing in a 12-month period; only one \$11 fee is charged yearly, however.*

All businesses already experience the \$19 fee when they file their initial or subsequent application(s), and many also already hold state and/or local licenses requiring an annual, making it a familiar, cost-effective, and streamlined process for businesses working in Washington State.

BLS benefits to the City:

Reduced Cost:

- BLS staff process all applications and renewals
- BLS prints and mails all necessary notices, renewals, and licenses
- BLS provides fully-staffed customer service during business hours via phone (toll free), email, live chat, and regular mail
- BLS online services available 24 X 7
- BLS provides ancillary services, such as dishonored payment collection.

Enhanced Governmental Services:

- City retains full local regulatory control and authority
- Reduced City staff time for clerical activities; cities can increase regulatory and customer service emphasis with existing staff
- Increased compliance increasing licensing revenue; City receives 100% of its licensing fees collected by BLS
- On-Demand reporting; also configurable for import into third-party systems, such as utilities, local tax, and other databases.

Analysis:

The City has agreed in principle to join BLS to comply with Chapter 35.90 RCW. BLS agrees to prioritize the City for partnership and will include our City in annual progress updates to lawmakers. If the plan changes, Revenue must provide a minimum 30-day notice to the City and provide an updated partnership plan by year-end to lawmakers and stakeholders.

The purpose of the agreement is to establish the terms under which Revenue's BLS work unit acts as the City's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to the City's general business licensing activities. The City retains all power and authority over its business licensing and other regulatory activities except as expressly delegated in this agreement.

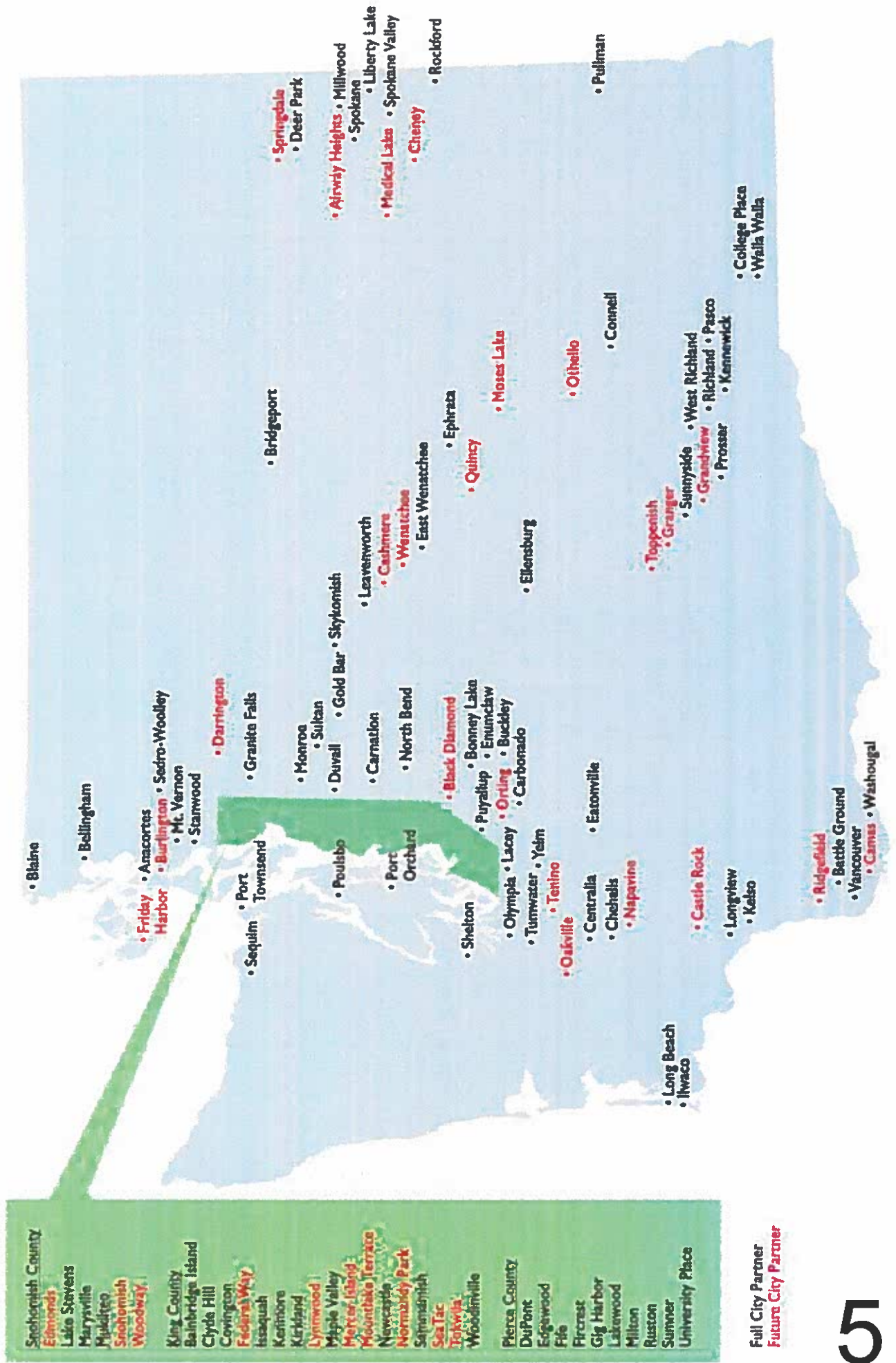
Recommendation:

Council should approve staff's plan to complete the service agreement and establish a timeline for implementation of the BLS partnership.

Business Licensing Onboarding Prep

BLS Partnership Services

82 BLS City Partners as of January 1, 2019



Full City Partner
Future City Partner

Joining in Calendar Year 2019

1. Airway Hts	10. Federal Way	19. Napavine	28. Springdale
2. Blk Diamond*	11. Friday Harbor	20. Norm. Park	29. Tenino*
3. Burlington	12. Grandview	21. Oakville	30. Toppenish
4. Camas	13. Granger	22. Orting	31. Tukwila
5. Cashmere	14. Lynnwood	23. Othello	32. Wenatchee
6. Castle Rock	15. Medical Lake	24. Quincy	33. Woodway
7. Cheney	16. Mercer Is*	25. Ridgefield	
8. Darrington*	17. Moses Lake	26. SeaTac	
9. Edmonds	18. MtLk Terrace	27. Snohomish	

**Local B&O*

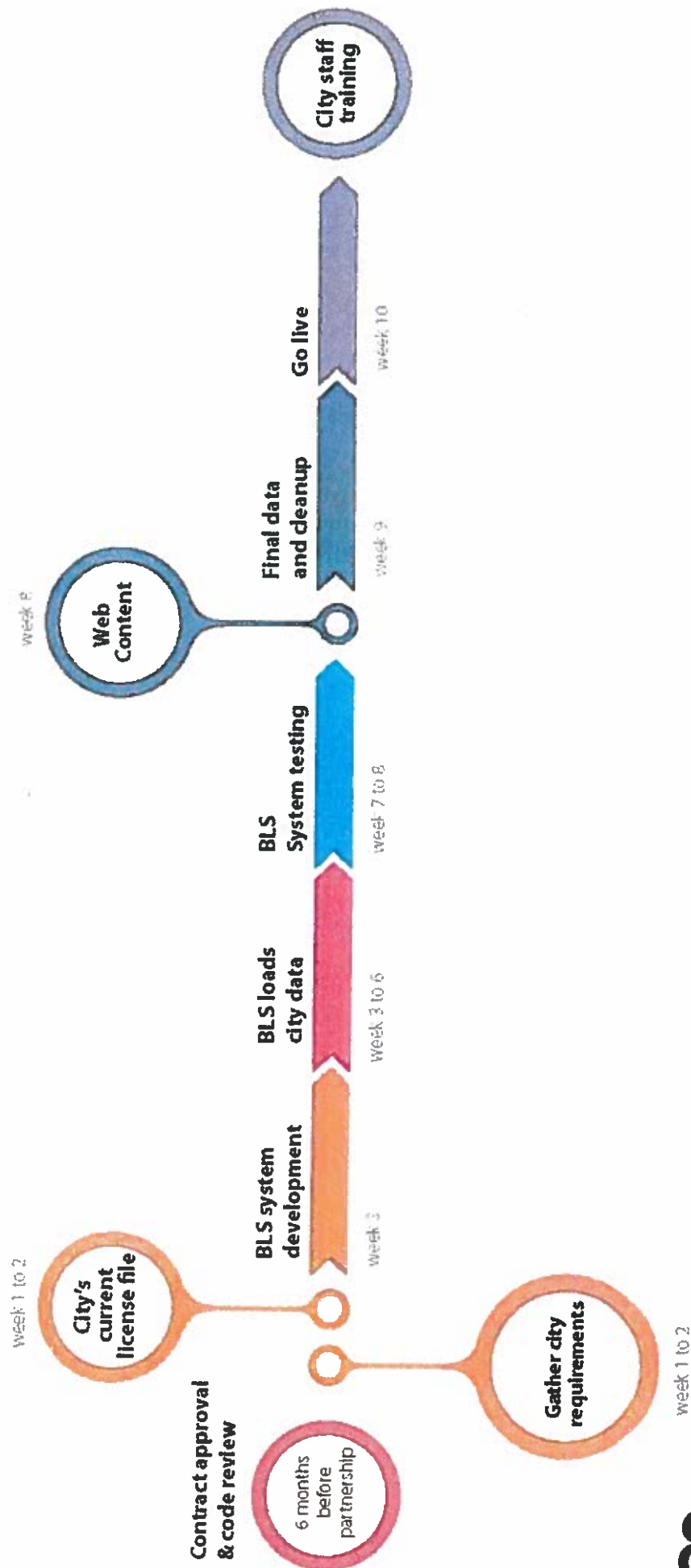
Summer 2019 Partners

Cities for FY2020 Q1

- | | |
|------------------|------------|
| • Airway Heights | • Cheney |
| • Grandview | • Granger |
| • Medical Lake | • Oakville |
| • Springdale | • Tenino |
| • Toppenish | |

Timeline

Sample BLS Onboarding > about 10 weeks



Contract

- Standard contract
- Approval by council or city manager
- Final copy sent by BLS to city



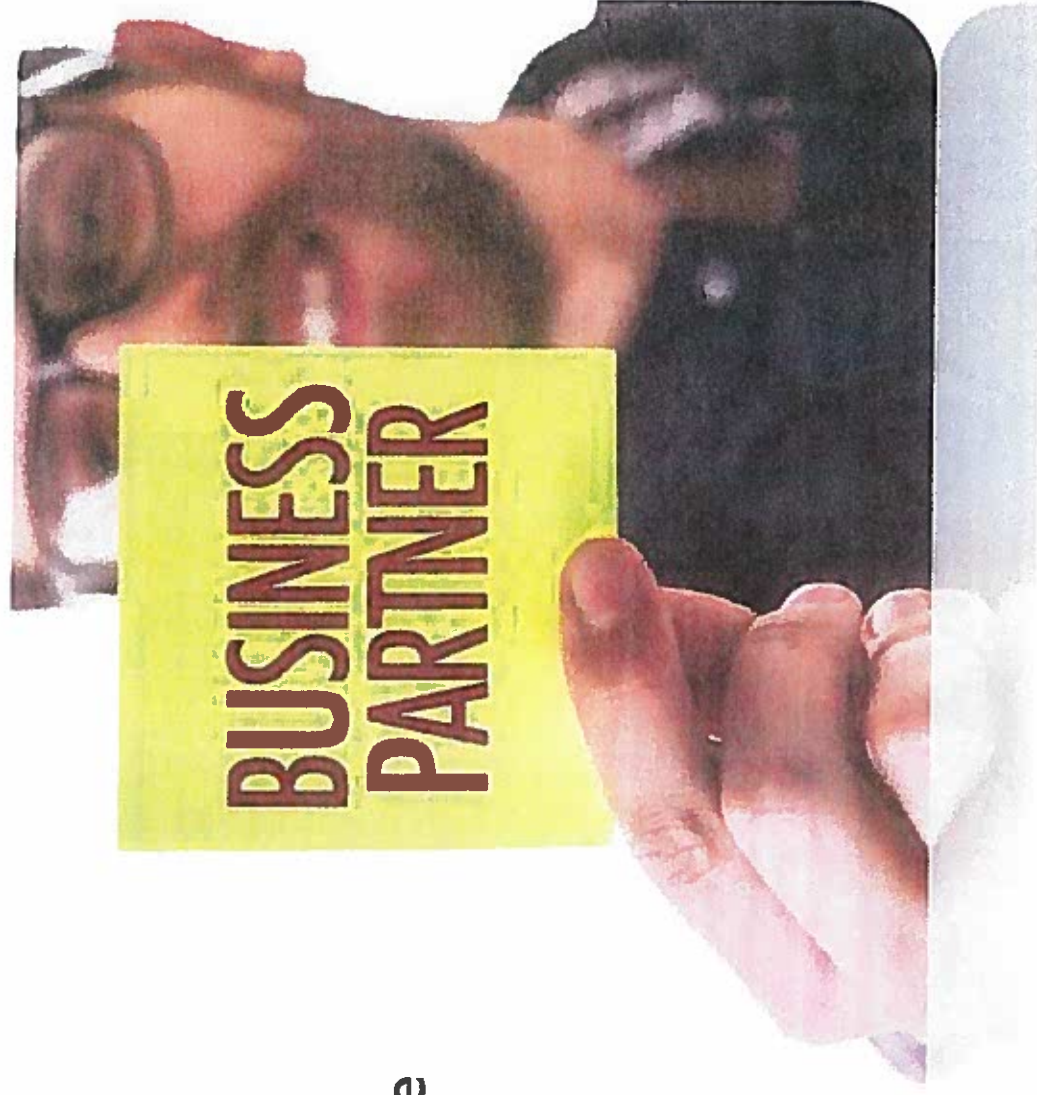
City Code

- BLS review months before Go-live
- City attorney review
- Council approval



City Stakeholder Outreach

- City newsletter
- Website
- Direct mail, email
- Chamber of Commerce and other groups



Web Content & Forms



State of Washington

Business Licensing Service

Home | Start your business | Change or update your business information | How to renew your license

Contact us | Forms | About us



Start a business

Plan your business

Get licensing contact info and forms

Create your business structure

File a Business License Application

Hire employees

Specialty licenses

City and county licenses

Frequently asked questions

City of Sumner license

Who needs a license?

Sumner requires all businesses to be licensed with the city if they are:

- Located within city limits, or
- Conducting business within city limits.

If you don't know if you do business within city limits, call the city at (253) 863-8300 before applying.

Nonprofit businesses

Nonprofit businesses must be licensed. A no-fee business license is available for businesses that have been granted a 501(C) tax exemption by the IRS.

Training

- Computer-Based Training (CBT)
 - 2 weeks before Go-live
- Webinar/On-site Training
 - Days after Go-live



CERTIFICATION OF ENROLLMENT

ENGROSSED HOUSE BILL 2005

Chapter 209, Laws of 2017

65th Legislature
2017 Regular Session

MUNICIPAL BUSINESS LICENSING--STATE PARTNERSHIP--TAX APPORTIONMENT

EFFECTIVE DATE: 7/23/2017

Passed by the House April 17, 2017
Yeas 97 Nays 0

FRANK CHOPP

Speaker of the House of Representatives

Passed by the Senate April 12, 2017
Yeas 49 Nays 0

CYRUS HABIB

President of the Senate

Approved May 5, 2017 10:37 AM

JAY INSLEE

Governor of the State of Washington

CERTIFICATE

I, Bernard Dean, Chief Clerk of the House of Representatives of the State of Washington, do hereby certify that the attached is **ENGROSSED HOUSE BILL 2005** as passed by House of Representatives and the Senate on the dates hereon set forth.

BERNARD DEAN

Chief Clerk

FILED

May 5, 2017

**Secretary of State
State of Washington**

ENGROSSED HOUSE BILL 2005

AS AMENDED BY THE SENATE

Passed Legislature - 2017 Regular Session

State of Washington

65th Legislature

2017 Regular Session

By Representatives Lytton, Nealey, Kagi, and Ormsby

Read first time 02/07/17. Referred to Committee on Finance.

1 AN ACT Relating to improving the business climate in this state
2 by simplifying the administration of municipal general business
3 licenses; adding a new chapter to Title 35 RCW; and creating a new
4 section.

5 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

6 NEW SECTION. **Sec. 1.** The definitions in this section apply
7 throughout this chapter unless the context clearly requires
8 otherwise.

9 (1) "Business licensing service," "business licensing system,"
10 and "business license" have the same meaning as in RCW 19.02.020.

11 (2) "City" means a city, town, or code city.

12 (3) "Department" means the department of revenue.

13 (4) "General business license" means a license, not including a
14 regulatory license or a temporary license, that a city requires all
15 or most businesses to obtain to conduct business within that city.

16 (5) "Partner" means the relationship between a city and the
17 department under which general business licenses are issued and
18 renewed through the business licensing service in accordance with
19 chapter 19.02 RCW.

20 (6) "Regulatory business license" means a license, other than a
21 general business license, required for certain types of businesses

1 that a city has determined warrants additional regulation, such as
2 taxicab or other for-hire vehicle operators, adult entertainment
3 businesses, amusement device operators, massage parlors, debt
4 collectors, door-to-door sales persons, trade-show operators, and
5 home-based businesses.

6 NEW SECTION. **Sec. 2.** (1) Except as otherwise provided in
7 subsection (7) of this section, a city that requires a general
8 business license of any person that engages in business activities
9 within that city must partner with the department to have such
10 license issued, and renewed if the city requires renewal, through the
11 business licensing service in accordance with chapter 19.02 RCW.

12 (a) Except as otherwise provided in subsection (3) of this
13 section, the department must phase in the issuance and renewal of
14 general business licenses of cities that required a general business
15 license as of July 1, 2017, and are not already partnering with the
16 department, as follows:

17 (i) Between January 1, 2018, and December 31, 2021, the
18 department must partner with at least six cities per year;

19 (ii) Between January 1, 2022, and December 31, 2027, the
20 department must partner with the remaining cities; or

21 (iii) Between July 1, 2017 and December 31, 2022, the department
22 must partner with all cities requiring a general business license if
23 specific funding for the purposes of this subsection (iii) is
24 appropriated in the omnibus appropriations act.

25 (b) A city that imposes a general business license requirement
26 and does not partner with the department as of January 1, 2018, may
27 continue to issue and renew its general business licenses until the
28 city partners with the department as provided in subsection (4) of
29 this section.

30 (2)(a) A city that did not require a general business license as
31 of July 1, 2017, but imposes a new general business license
32 requirement after that date must advise the department in writing of
33 its intent to do so at least ninety days before the requirement takes
34 effect.

35 (b) If a city subject to (a) of this subsection (2) imposes a new
36 general business license requirement after July 1, 2017, the
37 department, in its sole discretion, may adjust resources to partner
38 with the imposing city as of the date that the new general business
39 licensing requirement takes effect. If the department cannot

1 reallocate resources, the city may issue and renew its general
2 business license until the department is able to partner with the
3 city.

4 (3) The department may delay assuming the duties of issuing and
5 renewing general business licenses beyond the dates provided in
6 subsection (1)(a) of this section if:

7 (a) Insufficient funds are appropriated for this specific
8 purpose;

9 (b) The department cannot ensure the business licensing system is
10 adequately prepared to handle all general business licenses due to
11 unforeseen circumstances;

12 (c) The department determines that a delay is necessary to ensure
13 that the transition to mandatory department issuance and renewal of
14 general business licenses is as seamless as possible; or

15 (d) The department receives a written notice from a city within
16 sixty days of the date that the city appears on the department's
17 biennial partnership plan, which includes an explanation of the
18 fiscal or technical challenges causing the city to delay joining the
19 system. A delay under this subsection (3)(d) may be for no more than
20 three years.

21 (4)(a) In consultation with affected cities and in accordance
22 with the priorities established in subsection (5) of this section,
23 the department must establish a biennial plan for partnering with
24 cities to assume the issuance and renewal of general business
25 licenses as required by this section. The plan must identify the
26 cities that the department will partner with and the dates targeted
27 for the department to assume the duties of issuing and renewing
28 general business licenses.

29 (b) By January 1, 2018, and January 1st of each even-numbered
30 year thereafter, the department must submit the partnering plan
31 required in (a) of this subsection (4) to the governor; legislative
32 fiscal committees; house local government committee; senate
33 agriculture, water, trade and economic development committee; senate
34 local government committee; affected cities; association of
35 Washington cities; association of Washington business; national
36 federation of independent business; and Washington retail
37 association.

38 (c) The department may, in its sole discretion, alter the plan
39 required in (a) of this subsection (4) with a minimum notice of
40 thirty days to affected cities.

1 (5) When determining the plan to partner with cities for the
2 issuance and renewal of general business licenses as required in
3 subsection (4) of this section, cities that notified the department
4 of their wish to partner with the department before January 1, 2017,
5 must be allowed to partner before other cities.

6 (6) A city that partners with the department for the issuance and
7 renewal of general business licenses through the business licensing
8 service in accordance with chapter 19.02 RCW may not issue and renew
9 those licenses.

10 (7) A city may decline to partner with the department for the
11 issuance and renewal of a general business license as provided in
12 subsection (1) of this section if the city participates in the online
13 local business license and tax filing portal known as "FileLocal" as
14 of July 1, 2020. For the purposes of this subsection (7), a city is
15 considered to be a FileLocal participant as of the date that a
16 business may access FileLocal for purposes of applying for or
17 renewing that city's general business license and reporting and
18 paying that city's local business and occupation taxes. A city that
19 ceases participation in FileLocal after July 1, 2020, must partner
20 with the department for the issuance and renewal of its general
21 business license as provided in subsection (1) of this section.

22 (8) By January 1, 2019, and each January 1st thereafter through
23 January 1, 2028, the department must submit a progress report to the
24 legislature. The report required by this subsection must provide
25 information about the progress of the department's efforts to partner
26 with all cities that impose a general business license requirement
27 and include:

28 (a) A list of cities that have partnered with the department as
29 required in subsection (1) of this section;

30 (b) A list of cities that have not partnered with the department;

31 (c) A list of cities that are scheduled to partner with the
32 department during the upcoming calendar year;

33 (d) A list of cities that have declined to partner with the
34 department as provided in subsection (7) of this section;

35 (e) An explanation of lessons learned and any process
36 efficiencies incorporated by the department;

37 (f) Any recommendations to further simplify the issuance and
38 renewal of general business licenses by the department; and

39 (g) Any other information the department considers relevant.

1 NEW SECTION. **Sec. 3.** (1) A general business license that must
2 be issued and renewed through the business licensing service in
3 accordance with chapter 19.02 RCW is subject to the provisions of
4 this section.

5 (2)(a) A city has broad authority to impose a fee structure as
6 provided by RCW 35.22.280, 35.23.440, and 35A.82.020. However, any
7 fee structure selected by a city must be within the department's
8 technical ability to administer. The department has the sole
9 discretion to determine if it can administer a city's fee structure.

10 (b) If the department is unable to administer a city's fee
11 structure, the city must work with the department to adopt a fee
12 structure that is administrable by the department. If a city fails to
13 comply with this subsection (2)(b), it may not enforce its general
14 business licensing requirements on any person until the effective
15 date of a fee structure that is administrable by the department.

16 (3) A general business license may not be renewed more frequently
17 than once per year except that the department may require a more
18 frequent renewal date as may be necessary to synchronize the renewal
19 date for the general business license with the business's business
20 license expiration date.

21 (4) The business licensing system need not accommodate any
22 monetary penalty imposed by a city for failing to obtain or renew a
23 general business license. The penalty imposed in RCW 19.02.085
24 applies to general business licenses that are not renewed by their
25 expiration date.

26 (5) The department may refuse to administer any provision of a
27 city business license ordinance that is inconsistent with this
28 chapter.

29 NEW SECTION. **Sec. 4.** The department is not authorized to
30 enforce a city's licensing laws except to the extent of issuing or
31 renewing a license in accordance with this chapter and chapter 19.02
32 RCW or refusing to issue a license due to an incomplete application,
33 nonpayment of the appropriate fees as indicated by the license
34 application or renewal application, or the nonpayment of any
35 applicable penalty for late renewal.

36 NEW SECTION. **Sec. 5.** Cities whose general business licenses are
37 issued through the business licensing system retain the authority to
38 set license fees, provide exemptions and thresholds for these

licenses, approve or deny license applicants, and take appropriate administrative actions against licensees.

NEW SECTION. **Sec. 6.** Cities may not require a person to obtain or renew a general business license unless the person engages in business within its respective city. For the purposes of this section, a person may not be considered to be engaging in business within a city unless the person is subject to the taxing jurisdiction of a city under the standards established for interstate commerce under the commerce clause of the United States Constitution.

NEW SECTION. **Sec. 7.** A general business license change enacted by a city whose general business license is issued through the business licensing system takes effect no sooner than seventy-five days after the department receives notice of the change if the change affects in any way who must obtain a license, who is exempt from obtaining a license, or the amount or method of determining any fee for the issuance or renewal of a license.

NEW SECTION. **Sec. 8.** (1)(a) The cities, working through the association of Washington cities, must form a model ordinance development committee made up of a representative sampling of cities that impose a general business license requirement. This committee must work through the association of Washington cities to adopt a model ordinance on general business license requirements by July 1, 2018. The model ordinance and subsequent amendments developed by the committee must be adopted using a process that includes opportunity for substantial input from business stakeholders and other members of the public. Input must be solicited from statewide business associations and from local chambers of commerce and downtown business associations in cities that require a person that conducts business in the city to obtain a general business license.

(b) The department, association of Washington cities, and municipal research and services center must post copies of, or links to, the model ordinance on their internet web sites. Additionally, a city that imposes a general business license requirement must make copies of its general business license ordinance or ordinances available for inspection and copying as provided in chapter 42.56 RCW.

1 (c) The definitions in the model ordinance may not be amended
2 more frequently than once every four years, except that the model
3 ordinance may be amended at any time to comply with changes in state
4 law or court decisions. Any amendment to a mandatory provision of the
5 model ordinance must be adopted with the same effective date by all
6 cities.

7 (2) A city that imposes a general business license requirement
8 must adopt the mandatory provisions of the model ordinance by January
9 1, 2019. The following provisions are mandatory:

10 (a) A definition of "engaging in business within the city" for
11 purposes of delineating the circumstances under which a general
12 business license is required;

13 (b) A uniform minimum licensing threshold under which a person
14 would be relieved of the requirement to obtain a city's general
15 business license. A city retains the authority to create a higher
16 threshold for the requirement to obtain a general business license
17 but must not deviate lower than the level required by the model
18 ordinance.

19 (3)(a) A city may require a person that is under the uniform
20 minimum licensing threshold as provided in subsection (2) of this
21 section to obtain a city registration with no fee due to the city.

22 (b) A city that requires a city registration as provided in (a)
23 of this subsection must partner with the department to have such
24 registration issued through the business licensing service in
25 accordance with chapter 19.02 RCW. This subsection (3)(b) does not
26 apply to a city that is excluded from the requirement to partner with
27 the department for the issuance and renewal of general business
28 licenses as provided in section 2 of this act.

29 NEW SECTION. **Sec. 9.** Cities that impose a general business
30 license must adopt the mandatory provisions of the model ordinance as
31 provided in section 8 of this act by January 1, 2019. A city that has
32 not complied with the requirements of this section by January 1,
33 2019, may not enforce its general business licensing requirements on
34 any person until the date that the mandatory provisions of the model
35 ordinance take effect within the city.

36 NEW SECTION. **Sec. 10.** Cities must coordinate with the
37 association of Washington cities to submit a report to the governor;
38 legislative fiscal committees; house local government committee; and

1 the senate agriculture, water, trade and economic development
2 committee by January 1, 2019. The report must:

3 (1) Provide information about the model ordinance adopted by the
4 cities as required in section 8 of this act;

5 (2) Identify cities that have and have not adopted the mandatory
6 provisions of the model ordinance; and

7 (3) Incorporate comments from statewide business organizations
8 concerning the process and substance of the model ordinance.
9 Statewide business organizations must be allowed thirty days to
10 submit comments for inclusion in the report.

11 NEW SECTION. **Sec. 11.** (1) The legislature directs cities,
12 towns, and identified business organizations to partner in
13 recommending changes to simplify the two factor apportionment formula
14 provided in RCW 35.102.130.

15 (2)(a) The local business and occupation tax apportionment task
16 force is established. The task force must consist of the following
17 seven representatives:

18 (i) Three voting representatives selected by the association of
19 Washington cities that are tax managers representing municipalities
20 that impose a local business and occupation tax, including at least
21 one jurisdiction that has performed an audit where apportionment
22 errors were discovered.

23 (ii) Three voting representatives selected by the association of
24 Washington business, including at least one tax practitioner or legal
25 counsel with experience representing business clients during
26 municipal audits that involved apportionment errors or disputes.

27 (iii) One nonvoting representative from the department.

28 (b) The task force may seek input or collaborate with other
29 parties, as it deems necessary. The department must serve as the task
30 force chair and must staff the task force.

31 (c) Beginning in the first month following the effective date of
32 this section, the task force must meet no less frequently than once
33 per month until it reports to the legislature as provided under
34 subsection (3) of this section.

35 (3) By October 31, 2018, the task force established in subsection
36 (2) of this section must prepare a report to the legislature to
37 recommend changes to RCW 35.102.130 and related sections, as needed,
38 to develop a method for assigning gross receipts to a local
39 jurisdiction using a market-based model. The task force must focus on

1 methods that rely on information typically available in commercial
2 transaction receipts and captured by common business recordkeeping
3 systems.

4 (4) The task force terminates January 1, 2019, unless legislation
5 is enacted to extend such termination date.

6 NEW SECTION. **Sec. 12.** Sections 1 through 10 of this act
7 constitute a new chapter in Title 35 RCW.

Passed by the House April 17, 2017.

Passed by the Senate April 12, 2017.

Approved by the Governor May 5, 2017.

Filed in Office of Secretary of State May 5, 2017.

--- END ---

Anita Palacios

From: LeMoine, Jason (DOR) <JasonL@DOR.WA.GOV>
Sent: Friday, January 04, 2019 7:45 AM
To: Anita Palacios
Cc: DOR BLS Partner; Early, Katie (DOR); Jones, Eric (DOR)
Subject: WA DOR BLS Agreement
Attachments: City of Grandview - K1721.pdf

Follow Up Flag: Flag for follow up
Flag Status: Flagged

Good morning,

Please see the attached Business License Agreement from the Washington State Department of Revenue (DOR). If you are in agreement with the terms and conditions of the agreement, please sign, scan and email back to me. You will receive a fully signed copy once DOR signs the document.

If you have any questions or concerns, please let me know.

Jason

Jason LeMoine

Contracts Specialist | Business & Financial Services
Washington State Department of Revenue

PO Box 47462 | Olympia, WA 98504-7462
Phone: 360/704-5788 | jasonl@dor.wa.gov

Working together to fund Washington's future

RESOLUTION NO. 2019-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A BUSINESS LICENSING SERVICE AGREEMENT BETWEEN THE
CITY OF GRANDVIEW AND WASHINGTON STATE DEPARTMENT OF REVENUE**

WHEREAS, the City of Grandview desires to utilize the Washington State Department of Revenue Business Licensing Services for the purpose of collecting, processing, and distributing information, licenses, and fees related to the City's licensing or other regulatory activities in accordance with the terms and provisions of the Business Licensing Service Agreement; and,

WHEREAS, Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies,

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

The Business Licensing Service Agreement between the City of Grandview and Washington State Department of Revenue is approved and the Mayor is authorized to execute said agreement on behalf of the City of Grandview 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BUSINESS LICENSING SERVICES AGREEMENT

I. Parties and Contact Information

This Business Licensing Services Agreement ("Agreement") is entered into between the parties identified below:

	State of Washington Department of DOR Business Licensing Service	City of Grandview
	("Revenue")	("Partner")
Mailing Address	PO Box 47475 Olympia, WA 98504-7475	207 West Second Street Grandview, WA 98930
Delivery Address	6500 Linderson Way, SW, Ste. 102 Tumwater, WA 98501	207 West Second Street Grandview, WA 98930
Contact Person	Katie Early Phone: (360) 705-6607 E-mail: KatieE@dor.wa.gov	Anita Palacios City Clerk Phone: (509)882-9208 Email: anitap@grandview.wa.us

II. Purpose and Background

The purpose of this Agreement is to establish the terms under which the Business Licensing Services (BLS) program of the Department of Revenue will act as Partner's agent for the purpose of collecting, processing, and disbursing information, licenses, and fees related to Partner's licensing or other regulatory activities, hereafter referred to as Confidential Licensing Information. Partner retains all power and authority over its business licensing and other regulatory activities except as expressly delegated to Revenue under this Agreement.

Per RCW 35.090.020 (1) "a city that requires a general business license of any person that engages in business activities within that city must partner with the department (Revenue) to have such license issued, and renewed if the city requires renewal, through the business licensing service in accordance with chapter 19.02 RCW."

III. Effective Date

This Agreement is effective as of (*check one*) : ☐ (mm/dd/yyyy).
the date of the last signature ☒ of the parties.

IV. Services Provided by Revenue

Revenue will perform the services identified in this Section IV using best efforts in a manner determined by Revenue in good faith to be appropriate considering objectives, costs, and effectiveness.

- Distribute and process initial and renewal internet and/or paper-based applications for Partner's business licensing and/or other regulatory activities.

- Collect and process license fees and licensing information received from applicants and licensees. Disburse collected fees as directed by Partner.
- Issue Business License with Partner's license endorsement as authorized by Partner.
- Provide routine reports on Partner's business licenses as requested by Partner, which may include daily lists of new business applications and renewals, fees processed each day, weekly list of pending accounts, and lists of businesses for which fees have been transferred.
- Maintain electronic or microfilm images of all paper documents and electronic representations of electronic filings received by Revenue from applicants and provide copies or certified copies as requested.
- Maintain a database containing information received from applicants and licensees (the BLS Database).
- Provide technical assistance to establish and configure appropriate BLS Database access and secure access for Partner staff.
- Provide initial training to Partner staff in the use of the BLS Database, and ongoing training to address changes to the BLS database/access protocols or in Partner staff. Training will occur at Partner's location, over the telephone, or online, as agreed upon by the parties.
- Effect reasonable modifications in the BLS system, database, process, or forms to accommodate Partner's licensing or other regulatory requirements. Revenue will consult with Partner in evaluating alternatives and determining the most feasible and timely means of achieving Partner objectives.
- Timely notify Partner of other modifications to the BLS system, database, process, or forms, including modifications accommodating other BLS partners.

V. Partner Obligations

- Timely provide Revenue with all information requested to implement Partner's participation in the BLS program.
- Follow all requirements identified by Revenue as necessary for participation in the BLS program, including using :
 - The Business License Application and other forms and processes established by Revenue;
 - The "Business License" document for proof of licensure under Partner's licensing or regulatory program.
 - The Unified Business Identifier (UBI) number to identify licensees and license accounts in all communications with Revenue.
- Obtain and maintain at its own cost, all necessary equipment and online services required at Partner's business location(s) to support Partner's access into and use of the BLS Database. End-to-end testing will take place until such time as Revenue is satisfied.
- Ensure Partner Licensing and Information Technology staff are available to respond promptly to Revenue. Partner staff will be knowledgeable of Partner operations and/or technology and be able to assist Revenue staff with process improvements and/or troubleshooting.
- Provide timely advance notice to Revenue of potential changes to Partner business licensing requirements, fees or processes.

- Upon request by Revenue, provide statistical data associated with the BLS Partner Partnership Agreement such as Full Time Equivalent (FTE) savings, change in number of Partner licensees, and change in revenue flow.

VI. Compensation

Services identified in this Agreement are provided by Revenue at no charge with the exception of the following:

- Partner shall reimburse Revenue the costs of developing and producing ad hoc informational reports. Ad hoc reports will be created only if requested by the Partner and agreed-upon by Revenue.
- Partner shall reimburse Revenue's expenses for the implementation of changes to the BLS process, if requested by the Partner and agreed-upon by Revenue.
- All project coordination costs, including travel-related expenses, shall be absorbed by the respective parties for their own staff.

VII. Billing Procedures

Partner will provide and maintain with Revenue its current billing addresses and the personnel, if any, to whom invoices should be directed. Revenue shall submit invoices to Partner as-needed, but in no event more frequently than monthly. Partner shall pay all invoices by warrant or account transfer within thirty (30) calendar days of the invoice issue date. Upon expiration or termination of this Agreement, any claim for payment not already made shall be submitted within ninety (90) calendar days after the expiration/termination date or the end of the fiscal year, whichever is earlier.

VIII. Confidentiality and Data Sharing

The parties agree to the confidentiality and data sharing provisions set forth in Exhibit A and incorporated herein by this reference.

IX. Term and Termination

This agreement is effective until terminated. Either party may terminate this Agreement upon ninety (90) calendar days' prior written notice to the other party. This agreement may also be amended by mutual written agreement of both parties.

X. Disputes

The parties agree to participate in good faith mediation to resolve any disputes that are not otherwise resolved by agreement, prior to any action in court or by arbitration. At any time, either party may initiate formal mediation by providing written request to the other party setting forth a brief description of the dispute and a proposed mediator. If the parties cannot agree upon a mediator within fifteen (15) calendar days after receipt of the written request for mediation, the parties shall use a mediation service that selects the mediator for the parties. Each party shall be responsible for one-half of the mediation fees, if any, and its own costs and attorneys' fees.

XI. Miscellaneous

- A. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement must be commenced in Thurston County, Washington.
- B. Interpretation.** This Agreement shall be interpreted to the extent possible in a manner consistent with all applicable laws and not strictly for or against either party.
- C. No Waiver.** The failure of either party to enforce any term in any one or more instance will not be construed as a waiver or otherwise affect any future right to insist upon strict performance of the term. No waiver of any term of this Agreement shall be effective unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- D. Assignment and Delegation.** Either party may assign any right or interest, or delegate any duty or obligation, arising under this Agreement upon thirty (30) days written notice to the other party.
- E. Severability.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall be given effect to the extent consistent with applicable law and the fundamental purpose of this Agreement.
- F. Survival.** Terms of this Agreement which by their nature would continue beyond termination will survive termination of this Agreement for any reason, including without limitation, Sections 3 through 7 in Exhibit A.
- G. No third party beneficiaries.** This Agreement is for the benefit of the parties and their successors and may not be enforced by any non-party.
- H. Amendments.** No amendment to this Agreement is enforceable unless made in writing and signed by personnel authorized to bind the party against whom enforcement is sought.
- I. Merger and integration.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.
- J. Changes in law.** The provisions of this Agreement shall be deemed to change in a manner that is consistent with any changes to any directly applicable statutory authority, provided that the change is consistent with the manifest intent of this Agreement and does not conflict with any of its express provisions. Any such change to this Agreement shall be effective on the effective date of the change in authority.

IN WITNESS WHEREOF, this Agreement is executed effective as of the date specified above.

State of Washington
Department of Revenue
Business Licensing Services

Partner

Date

Date

Template approved as to form

Approved as to form

On File
Kelly Owings,
Assistant Attorney General for Washington State

Date

EXHIBIT A
CONFIDENTIALITY AND DATA SHARING
AGREEMENT

I. Purpose and Scope

The following provisions establish the terms under which the Department of Revenue ("Revenue") and Partner will share confidential data pursuant to the Business Licensing Services Agreement (the "Agreement").

II. Definitions

- A. "Confidential Licensing Information" (CLI) has the same meaning as "Licensing Information" under Revised Code of Washington (RCW) 19.02.115(1)(b). CLI is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, Office of the Chief Information Officer (OCIO) Standard No. 141.10.
- B. "Confidential Tax Information" (CTI) has the same meaning as "Return," "Tax Information," and "Taxpayer Identity" under RCW 82.32.330(b), (c), & (e). CTI is classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- C. "Confidential" refers to data classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- D. "Portable Devices" refers to small portable computing devices. Examples of portable devices include, but are not limited to handhelds/PDAs, Ultramobile PCs, flash memory devices (e.g., USB flash drives, personal media players), portable hard disks, and laptop/notebook computers.
- E. "Portable Media" refers to small portable digital storage media. Examples of portable media include, but are not limited to optical media (e.g., CDs, DVDs, Blu-Rays), magnetic media (e.g., floppy disks, tape, Zip or Jaz disks), or flash media (e.g., CompactFlash, SD, MMC).
- F. "Data" refers to individual pieces of information.
- G. "Cloud" refers to a non-Partner data center(s) offering infrastructure, operating system platform, or software services. A more complete definition of "cloud" can be found in the National Institute of Standards (NIST) Special Publication 800-145.
- H. "Encryption" refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length.
- I. "Complex Password" or "Complex Passphrase" refers to a secret phrase, string of characters, numbers, or symbols used for authentication that is not easily guessable and meets an established industry guideline for complexity and length, such as NIST Special Publication 800-118.

III. Data Classification, Authorized Use, Access, and Disclosure

- A. **Data Classification:** Data shared under this Agreement is considered confidential and classified as at least Category 3 data under Washington's Standard for Securing Information Technology Assets, OCIO Standard No. 141.10.
- B. **Permitted Uses:** Business licensing information may be used for official purposes only.
- C. **Permitted Access:** Business licensing information may be accessed only by Partner's employees and agents that have a bona fide need to access such information in carrying out their official duties.
- D. **Permitted Disclosure:** Business licensing information received under the Agreement must not be disclosed to non-parties unless the disclosure is:
 - 1) Ordered under any judicial or administrative proceeding; or
 - 2) Otherwise expressly authorized by Revenue in writing.

IV. Confidentiality

Partner and Revenue each agree to keep confidential and secure from unauthorized use, access, or disclosure all confidential data received under the Agreement.

- A. **Ensuring Security:** Partner shall establish and implement physical, electronic, and managerial policies, procedures, and safeguards to ensure that all confidential data exchanged under this Agreement is secure from unauthorized use, access, or disclosure.
- B. **Proof of Security.** Revenue reserves the right to monitor, audit, or investigate Partner's security policies, procedures, and safeguards for confidential data. Partner agrees to provide information or proof of its security policies, procedures, and safeguards as reasonably requested by Revenue.

V. Statutory Prohibition Against Disclosure; Confidentiality Agreement

- A. **Criminal Sanctions.** RCW 19.02.115(2) prohibits the disclosure of Confidential Licensing Information, except as expressly authorized under RCW 19.02.115(3). RCW 82.32.330(2) prohibits the disclosure of Confidential Tax Information except as expressly authorized under RCW 82.32.330(3). It is a misdemeanor for any person acquiring Confidential Licensing Information or Confidential Tax Information under this Agreement to disclose such information in violation of the disclosure limitations stated in RCW 19.02.115 and RCW 82.32.330. Partner will require employees with access to Confidential Licensing Information and/or Confidential Tax Information to sign a copy of the confidentiality agreement attached at Exhibit C.

VI. Breach of Confidentiality

In the event of any use, access, or disclosure of confidential data by Partner, or its employees or agents in material violation of the terms of this Agreement:

- A. Partner shall notify Revenue in writing as soon as practicable, but no later than three working days, after determining that a violation has occurred.
- B. Revenue may immediately terminate this Agreement and require the certified return or destruction of all records containing confidential data received under the Agreement.

VIII. Data Security

Confidential data provided by Revenue shall be stored in a secure physical location and on Partner-owned devices with access limited to the least number of staff needed to complete the purpose of this Agreement.

- A. Partner agrees to store data only on one or more of the following media and protect the data as described:
 - 1) Workstation hard disk drives
 - a) Access to the data stored on local workstation hard disk drives will be restricted to authorized users by requiring logon to the local workstation using a unique user ID and complex password, passphrase, or other authentication mechanisms which provide equal or greater security, such as biometrics or smart cards.
 - b) If the workstation is not located in a secure physical location, hard drive must be encrypted.
 - c) Workstations must be maintained with current anti-malware or anti-virus software.
 - d) Software and operating system security patches on workstations must be kept current.

- 2) **Network servers**
 - a) Access to data stored on hard disks mounted on network servers and made available through shared folders will be restricted to authorized users through the use of access control lists, which will grant access only after the authorized user has authenticated to the network using a unique user ID and complex password, passphrase, or other authentication mechanisms that provide equal or greater security, such as biometrics or smart cards.
 - b) Data on disks mounted to such servers must be located in a secure physical location.
 - c) Servers must be maintained with current anti-malware or anti-virus software.
 - d) Software and operating system security patches on servers must be kept current.
- 3) **Backup tapes or backup media**
 - a) Partner may archive Revenue data for disaster recovery (DR) or data recovery purposes.
 - b) Backup devices, tapes, or media must be kept in a secure physical location.
 - c) Backup tapes and media must be encrypted.
 - d) When being transported outside of a secure physical location, tapes or media must be under the physical control of Partner staff with authorization to access the data or under the physical control of a secure courier contracted by Partner for transportation purposes.
- 4) **Cloud Storage**
 - a) Revenue will meet cloud and data requirements in Washington's Standard for Securing Information Technology Assets, OCIO Standard 141.10.
 - b) Revenue and Partner will, at a minimum, meet the following requirements:
 - i. Encrypt the data at rest and in transit.
 - ii. Control access to the cloud environment with a unique user ID and complex password, passphrase, or stronger authentication method such as a physical token or biometrics.
 - iii. Cloud provider data center(s) and systems must be Service Organization Control (SOC) 2 Type II certified.
- 5) All data provided by Revenue shall be stored on a secure environment by city staff. The City will implement these policies to ensure this security:
 - a) Staff will not store or place any Revenue material on any portable devices or portable media (USB devices, CD/DVD, etc.).
 - b) Staff will not email information provided by Revenue to anyone outside of City staff.
 - c) Staff shall only access Revenue information on a City network computer.
 - d) Staff will not save any Revenue reports or data on the hard drive of any City computer. It shall only be stored on a City network.

B. Protection of Data in Transit

Partner agrees that any retransmission of Revenue data over a network, other than the Partner's internal business network will be encrypted.

IX. Data Segregation

Revenue data must be segregated or otherwise distinguishable from non-Revenue data. This is to ensure that if the data is breached through unauthorized access it can be reported to Revenue and when the data is no longer needed by Partner, all Revenue data can be identified for return or destruction.

X. Data Breach Notification

If Partner or its agents detect a compromise or potential compromise in the data security for Revenue data such that data may have been accessed or disclosed without proper authorization, Partner shall give notice to Revenue within one (1) business day of discovering the compromise or potential compromise. Partner shall take corrective action as soon as practicable to eliminate the cause of the breach and shall be responsible for ensuring that appropriate notice is made to those individuals whose personal information may have been improperly accessed or disclosed. At a minimum, notification to Revenue will include:

- A. The date and time of the event;
- B. A description of the Revenue data involved in the event; and
- C. Corrective actions the Partner is taking to prevent further compromise of data.

XI. Disposition of Data

- A. Records furnished to the Partner in any medium remain the property of Revenue.
- B. Revenue data no longer needed by the Partner must be disposed of following the data destruction procedures in this Agreement.
- C. Upon the destruction of Revenue data, the partner shall complete a Certification of Data Disposition (attached to this Agreement as Exhibit B), and submit it to the Contract Manager within 15 days of the date of disposal.

XII. Data Destruction Procedures

The following are acceptable destruction methods for various types of media. At least one method defined under the various types of media must be used to destroy Revenue data for that media type.

- A. Optical discs
 - 1) Incinerate the disc(s); or
 - 2) Shred the discs.
- B. Magnetic tape(s)
 - 1) Degauss;
 - 2) Incinerate; or
 - 3) Crosscut shredding
- C. Digital files on server or workstation hard drives or similar media
 - 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3 times using either random or single character data;
 - 2) For solid state hard drives, use a "secure erase" utility that resets all cells to zero;
 - 3) Degauss sufficiently to ensure that the data cannot be reconstructed; or
 - 4) Physically destroy disk(s)

D. Portable media




- 1) For mechanical hard drives, use a "wipe" utility which will overwrite the data at least 3 times using either random or single character data;
- 2) For solid state hard drives and devices, use a "secure erase" utility that resets all cells to zero;
- 3) Degauss sufficiently to ensure that the data cannot be reconstructed;
- 4) Physically destroying disk(s) or devices; or
- 5) For SmartPhones and similar small portable devices use one of the following:
 - a) If the devices are encrypted and secured with a complex password, the data is considered destroyed. Before disposal or reissuance of the device, make sure the data is encrypted and then reset the device to original or new condition; or
 - b) If a Mobile Device Management (MDM) solution for the device exists, enable the remote wipe command to destroy the data.

E. Cloud Storage

Use the cloud provider's procedures to permanently delete the files and folders.

****end****

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

ITEM TITLE 2019 City Board & Commission Appointments	AGENDA NO.: New Business 4 (B) AGENDA DATE: January 22, 2019
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
DEPARTMENT DIRECTOR REVIEW	
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.

The following appointments are being presented by the Mayor to Council for confirmation:

<u>Position</u>	<u>Term</u>
Community Center Advisory Committee	
• Middle School Representative – Sienna Black	12/31/2019
• High School Representative – Jaiden Silva	12/31/2019
• Senior Citizen Representative – Wanda Brewer	12/31/2019
• American Legion/Auxiliary Representative – Nancy Davidson	12/31/2019
• At-Large Representative – Dave Copeland	12/31/2019
• At-Large Representative – Laura Massey	12/31/2019
• City Council Representative – Joan Souders	12/31/2019
Benton County Mosquito Control Board – Bill Moore	12/31/2020
Planning Commission – Dale Burgeson	12/31/2023
Civil Service Commission – John Garcia	12/31/2024

ACTION PROPOSED

Move the confirmation of the 2019 City Board and Commission appointments as recommended by the Mayor to a regular Council meeting for consideration.

Cus Arteaga

From: Draggie, Christa (TIB) <ChristaD@TIB.wa.gov>
Sent: Monday, January 14, 2019 2:36 PM
To: Cus Arteaga; Deborah LaCombe
Subject: Grandview Complete Streets Work Plan
Attachments: Grandview.xls

Good Afternoon Cus!

Congratulations on being nominated for a Complete Streets award! We are trying something a little different this year in regards to our Complete Streets Award funding amount. Based on your TIB evaluation, which included the information provided by the agency which nominated you, a range of funds was established for you to generate a work plan based off.

Attached is a spreadsheet which includes two tabs along the bottom. Each tab represents a different amount of funds. We want to hear what you would do with your award money if you received \$100K or \$200K. In some cases you may have the same base project and continue to add additional projects to that same plan for the additional funds. In other cases, by upping the funds you may have the money to complete a larger project that you just couldn't afford to do if you received a lesser funding amount so your work plan may be completely different.

Remember that all items listed on the work plan must be completed, not just the ones until the money is gone. If the award money is not enough to complete all projects listed, you will need to find other funds to complete the list. You will not be eligible again until the work plan projects are complete. I would error on the side of slightly less on your work plan since you can always add to it to expend your funds, but if it is on there, it will be expected to be completed even if you run out of money. An increase in project costs will also not be a valid justification as to why a project is not able to be completed once it is on the work plan. But also keep in mind we will be evaluating the work plans to see the value of what is being completed for the money, so don't go to light in your work plan.

Things to remember when developing your work plan...

1. All work on the work plan must be part of a city, county, or state street.
2. All work must be an improvement for bike, pedestrian, access to transit, or aesthetics (no street preservation projects).
3. The intention for this money is not to supplement other funds, but to build projects that otherwise wouldn't be built.
4. We need to see actual projects get built with this money, not just plans and visions. Therefore, a small amount of this money can go toward modal plan improvements, priority plans, etc (not full ADA transition plans), but it should be limited.
5. All funds must be spent within 3 years from the award date (I believe it will be on or around March 22nd)...so plan for projects that will be complete by March of 2022.

I will need your absolute final signed work plans (one for each funding amount) no later than February 14th. I need to turn them in by February 15th. Between now and February 14th, you can call or e-mail draft work plans or ideas to me and we can go through your thoughts and ideas. Please plan accordingly if you will need counsel approval so you can be sure to meet the deadline.

Thanks,

Christa Draggie, PE

Southeast Region Project Engineer
Transportation Improvement Board
PO Box 40901
Olympia WA 98504-0901
360.586.1147
www.tib.wa.gov



Transportation Improvement Board Complete Streets Work Plan

Agency Grandview

Agency Contact Cus Arteaga

Phone 509-882-9213

Email carteaga@grandview.wa.us

Total Work Plan

Complete Streets Funding \$200,000



Complete Streets Award

Once approved, all work shown must be completed before agency is eligible for future nominations.

Proposed Work Item	Description	Complete Streets Funding	Estimated Completion Year
Dykstra Park Pathway Asphalt Overlay	1.5" asphalt overlay of 1.25 miles of pedestrian/bicycle pathway	\$ 75,000	2020
Install Flashing LED Stop Signs	Install TS40 stop flashing LED stop signs at approximately \$2,500 each.	\$ 45,500	2020
Install Flashing Pedestrian Crosswalk System Signs	Install TS50 stop flashing LED pedestrian signs at approximately \$2,000 each.	\$ 45,500	2020
Remove and replace sidewalk panels near street trees	City funding and forces will remove street trees as appropriate, purchase replacements, and replant trees. Complete Streets funding will be used to remove concrete sidewalk panels and pour new ones.	\$ 12,000	2020
Install covered bench areas with trash receptacles.	Install covered bench areas with trash receptacle.	\$15,000	2020
Plant all City flower baskets and pots for 2019	Replenish flowers in 60 18-inch baskets, 46 flower pots, including supplies, labor, and fertilizer for 2019.	\$7,000	2019

Agency Certification

Certification is hereby given that the proposed work plan represents projects that support and reflect our commitment to the Complete Streets ordinance and ethic.

TIB Approval

Project Engineer Review

Date

Engineering Manager

Date

Executive Director

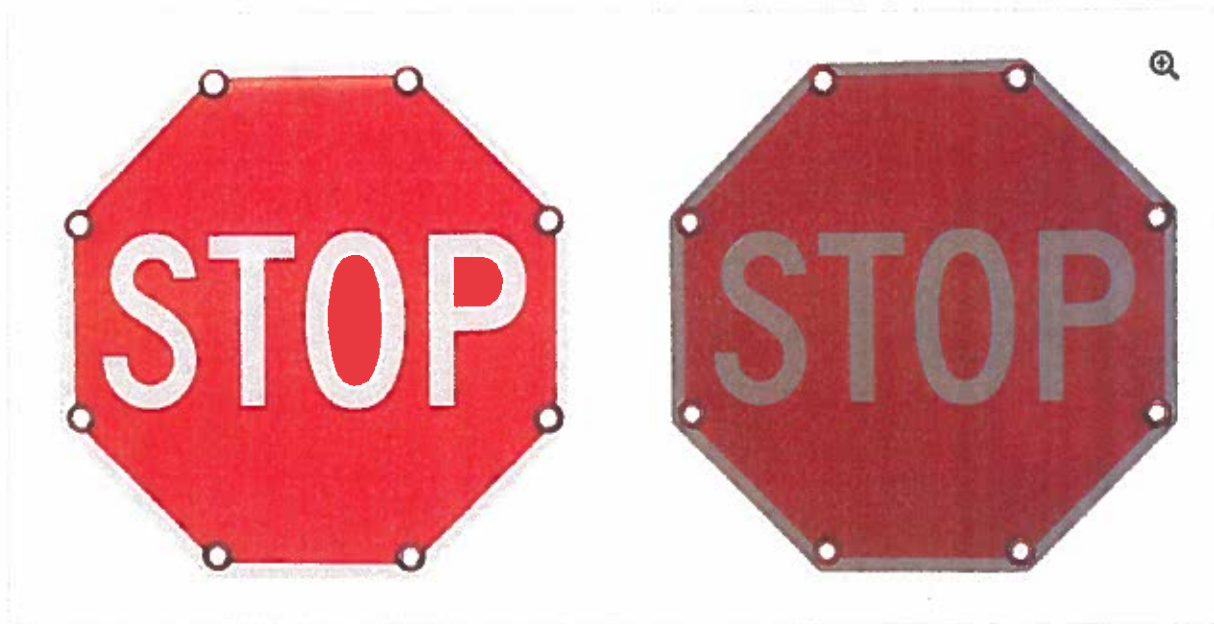
Date

Signature of Authorized Agency Official

Cus Arteaga, City Administrator

Agency Official Name & Title

39



TS40 "STOP" Flashing LED Edge Lit Sign (R1-1)

\$1,335.00 – \$2,565.00

- High intensity LEDs extend the visibility of the sign.
- Solar or AC powered.
- Fast, easy installation, low maintenance.
- MUTCD section 2A.07 compliant.

 Search products...



(Fir + w.c.R.)

PEDESTRIAN CROSSWALK SYSTEM

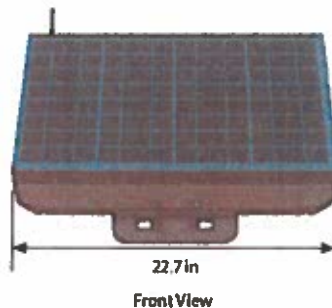
Solar-Powered RRFB



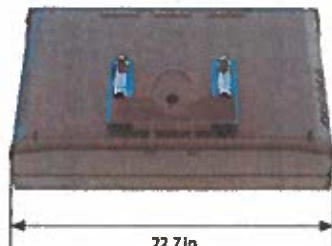
TRAFFIC SAFETY
SUPPLY COMPANY

TOP-OF-THE-POLE CONTROL CABINET

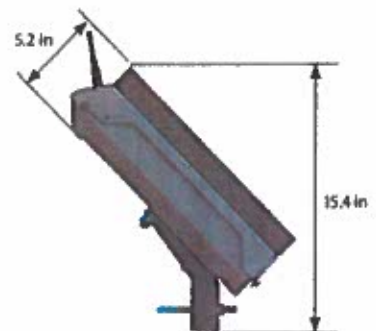
HOUSING	NEMA 3R type aluminum
SOLAR PANEL	20 watt
BATTERY	12V, up to 44Ah
BATTERY LIFESPAN	3 to 5 years, field replaceable
MOUNTING OPTIONS	Round poles: 2 3/8" up to 4 1/2"; Square posts: 1 3/4" up to 2 1/2"
MOUNTING HARDWARE	Stainless steel hardware
WARRANTY	3-year limited battery warranty
	5-year limited system warranty
	10-year limited solar panel warranty



Front View



Back View



Side View





Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Jeremiah Cananua

SALES QUOTE

Quote Number	Date	Customer Number
SQN00006529	01-11-19	C000692
Quote valid for 30 days.		

Customer:

City of Grandview
207 W 2nd St
Grandview, WA 98930
Contact Name: Todd Dorsett
Phone Number: (509) 831-5683

Freight Terms: PREPAID

Project: WA State Contract 04616

Product	Description	Quantity	Price	Extended Price
W11-2-30X30-DG3-FY	W11-2, PEDESTRIAN SYM, 30"X30", BLK/FLY, DG3, 5052, .080", STD H&C	4.00 EA	\$68.75	\$275.00
W16-7PL-24X12-DG3-FY	W16-7PL, CROSSING ARROW LEFT, 24"X12", BLK/FLY, DG3, 5052, .080", STD H&C	2.00 EA	\$22.00	\$44.00
W16-7PR-24X12-DG3-FY	W16-7PR, CROSSING ARROW RIGHT, 24"X12", BLK/FLY, DG3, 5052, .080", STD H&C	2.00 EA	\$22.00	\$44.00

All materials used in this contract are guaranteed to be as specified, and the entire job is to be done in a neat and workmanlike manner. Any deviation or alteration from the specifications herein agreed upon involving extra cost of labor and/or materials will be accepted only upon a written order of instructions, and will become an extra charge over costs as mentioned in this contract.

Will call orders will be invoiced and customer will be notified upon completion.



Traffic Safety Supply
2324 SE Umatilla Street
Portland, OR 97202
Phone: (503) 235-8531
Fax: (503) 235-5112

CSR: Jeremiah Cananua

SALES QUOTE

Quote Number	Date	Customer Number
SQN00006529	01-11-19	C000692
Quote valid for 30 days.		

*Pricing reflects discount allowed on WA State Contract #04616.

For Intelligent Transportation System Equipment 2.
This is delivered price to Grandview, WA.

Notes:

1. Furnish only quote. Installation not Included.
2. Solar powered equipment requires no shading or obstruction.
3. Lead time is 4-6 weeks after receive of order.

All materials used in this contract are guaranteed to be as specified, and the entire job is to be done in a neat and workmanlike manner. Any deviation or alteration from the specifications herein agreed upon involving extra cost of labor and/or materials will be accepted only upon a written order of instructions, and will become an extra charge over costs as mentioned in this contract.

Will call orders will be invoiced and customer will be notified upon completion.



PRODUCT SUMMARY

Seat Color	Kelly_Green
------------	-------------

Roof Color	Brown
------------	-------

Leg Color	Brown
-----------	-------

[EDIT](#) [CANCEL](#)

Configured Price: \$4,860.00

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http://www.wabashvalley.com/UserFiles/Images/Products/new/outdoor_park_shelter_SH405D_large.jpg

The Shadeland Shelters offer a spot to relax out of reach of the sun's rays. This is an Inground shelter with (2) attached back to back 6' benches with back. The roof panel and seats are coated in our durable PLASTISOL coating, while all remaining supports are coated in our AAMA 2604-05 compliant powder-coating. Choose between the DIAMOND or PERFORATED patterns.



Date: November 6, 2018
Invoice #: 1119
Customer P 6877
2019 Quote

509-882-9211

[illegible]

This is a quotation on the goods named, subject to the conditions noted below:
(Describe any conditions pertaining to these prices and any additional terms of the agreement.
You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

Thank you for your business!

101 SW Bennett ave, Prosser Wa. 99350 509-430-0981 len@lensflowers.com

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ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY GRANDVIEW, WASHINGTON,
PROHIBITING THE DISTRIBUTION OF PLASTIC STRAWS AND POLYSTYRENE-
BASED FOOD CONTAINERS AND REQUIRING RETAIL ESTABLISHMENTS TO
COLLECT A PASS-THROUGH CHARGE FROM CUSTOMERS FOR THE
DISTRIBUTION OF PLASTIC BAGS, AND ADDING A NEW CHAPTER TO THE
GRANDVIEW MUNICIPAL CODE ENTITLED 8.44 – CARRYOUT BAG AND FOOD
CONTAINER REGULATION**

WHEREAS, the Washington State Legislature in RCW 70.95.010(8)(a) established waste reduction as the first priority for the collection, handling, and management of solid waste; and

WHEREAS, the Washington State Legislature in RCW 70.95.010(4) found that it is "necessary to change manufacturing and purchasing practices and waste generation behaviors to reduce the amount of waste that becomes a governmental responsibility; and

WHEREAS, the Washington State Legislature in RCW 70.95.010(6)(c) found that it is the responsibility of city and county governments "to assume primary responsibility for solid waste management and to develop and implement aggressive and effective waste reduction and source separation strategies"; and

WHEREAS, it is the City's desire to implement effective waste reduction strategies, conserve resources, reduce greenhouse gas emissions, waste, litter and pollution, and to protect the public health and welfare; and

WHEREAS, there is a need for conserving energy and natural resources, controlling litter, and decreasing reliance on plastic straws, polystyrene-based food containers and on plastic carryout bags provided by retail establishments; and

WHEREAS, to reduce the use of plastic straws, polystyrene-based food containers and plastic carryout bags in the City, it is necessary to regulate such use; and

WHEREAS, it is in the best interest of the health, safety and welfare of the people of the City of Grandview to prohibit the distribution of plastic straws and polystyrene-based food containers, and to impose a pass-through charge on the use of plastic carryout bags in order to encourage greater use of reusable bags, in order to reduce the cost of solid waste disposal by the City, and to protect the environment;

NOW, THEREFORE, the City Council of the City of Grandview, Washington do hereby ordain as follows:

Section 1. A new Chapter entitled: "8.44 – Carryout Bag and Food Container Regulation" is hereby added to the Grandview City Code to read as follows:

Sections

8.44.020 Purpose.

8.44.040 Definitions.

8.44.060 Carryout bag regulations.

8.44.080 Required signage for retail establishments.

8.44.100 Distribution of Plastic Straws Prohibited.

8.44.120 Distribution of Polystyrene-based Disposable Food Service Ware Prohibited.

8.44.140 Compliance and penalties.

8.44.020 Purpose.

The purpose of this chapter is to encourage the use of reusable bags and to prohibit the distribution of plastic straws and polystyrene-based disposable food service ware within the City so as to reduce litter in the City and the City's waterways, and to also reduce the number of single-use bags and plastic straws and polystyrene-based disposable food service ware in the city's waste stream.

8.44.020 Definitions.

The following terms used in this chapter have the following meanings unless the context clearly indicates otherwise:

"Carryout bag" means any bag that is provided by a retail establishment at the check stand, cash register, point of sale or other point of departure to a customer for use to transport or carry away purchases such as merchandise, goods or food from the retail establishment. Carryout bags do not include:

1. Bags used by consumers inside stores to package bulk items, such as fruit, vegetables, nuts grains, candy, greeting cards or small hardware items such as nails, bolts or screws, contain or wrap frozen foods, meat or fish regardless of whether they are prepackaged, contain or wrap flowers, potted plants or other items where dampness may be a problem, contain unwrapped prepared foods or bakery goods, contain prescription drugs; or

2. A bag used to protect a purchases item from damaging or contaminating other purchased items when placed in a recyclable paper bag or reusable bag, such as prepared take-out foods or prepared liquids intended for consumption away from the retail establishment, or

3. Newspaper bags, door-hanger bags, tire bags, laundry-dry cleaning bags or bags sold in packages containing multiple bags for uses such as food storage, garbage, pet waste or yard waste.

"Disposable food service ware" means single-use disposable products used in the restaurant and food service industry for serving or transporting prepared, ready-to-consume food or beverages. This includes but is not limited to plates, cups, bowls, trays and hinged or lidded carry-out containers. This does not include straws, utensils, or cup lids nor does it include disposable packaging for unprepared foods.

"Distribution" or to "distribute" means the vending, sale, giving, deployment or delivering for any purpose of a straw or polystyrene-based disposable food service ware, other than as defined herein, whether or not incident to the sale, vending or provision of any kind of beverage in a container. "Distribution" does not include provision of a straw or polystyrene-based disposable food service ware with a beverage or food product on private property used as a residence or by beverages or food products prepared and packaged outside the City, provided such beverage or food product is not altered, packaged or repackaged within the City.

"Food vendor" means any vendor, business, organization, entity, group or individual, including a licensed retail food establishment that provides prepared food at a retail level.

"Paper carryout bag" means any carryout bag made from paper.

"Pass-through charge" means a charge to be collected by retailers from their customers when providing plastic carryout bags, and retained by retailers to offset the cost of bags and other costs related to pass-through charge.

"Plastic carryout bag" means any carryout bag made from plastic or any material marketed or labeled as "biodegradable" or "compostable" that is less than 2.25 mils thick.

"Polystyrene-based Products" means and includes blown polystyrene and expanded and extruded foams (sometimes called Styrofoam, a Dow Chemical Company trademarked form of polystyrene foam insulation) which are thermoplastic petrochemical materials utilizing a styrene monomer and processed by any number of techniques including, but not limited to, fusion of polymer spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blown molding (extruded foam polystyrene). Polystyrene foam is generally used to make items such as cups, bowls, plates, trays, carry-out containers, meat trays and egg cartons.

"Prepared food" means food or beverages, which are serviced, packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed, or otherwise prepared. Prepared food does not include eggs, fish, meat, poultry, and foods containing these raw animal foods requiring cooking by the consumer as recommended by the Food and Drug Administration.

"Retail establishment" means any person, corporation, partnership, business venture, entertainment facility, government agency, street vendor or vendor at public events or festivals or organizations that sell or provide merchandise, goods or materials including, without limitation, clothing, food, beverages, household goods, or personal items of any kind directly to a customer. Examples include but are not limited to clothing stores, jewelry stores, grocery stores, pharmacies, home improvement stores, home décor stores, liquor stores, convenience stores, gas stations, restaurants, food vending trucks, farmers markets and temporary vendors of food and merchandise at street fairs and festivals. Food banks and other food assistance programs are not considered to be retail establishments for the purposes of this chapter.

"Reusable bag" means a bag that:

1. Is washable, whether by machine or hand; and
2. If made from plastic, is a minimum of 2.25 mils thick.

"Straw" means a tube for transferring a beverage from its container to the mouth of a drinker by suction.

8.44.060 Carryout bag regulations.

A. Each retail establishment that provides a customer with a plastic carryout bag shall collect a pass-through charge of not less than ten cents for each plastic carryout bag provided.

B. It shall be a violation of this section for any retail establishment to pay or otherwise reimburse a customer for any portion of the plastic carryout bag pass-through charge; provided that retail establishments may not collect a pass-through charge from anyone with a voucher or electronic benefits card issued under the Women, Infants and Children (WIC) or Temporary Assistance to Needy Families (TANF) support programs, or the federal Supplemental Nutrition Assistance Program (SNAP, also known as Basic Food), or the Washington State Food Assistance Program (FAP).

C. All retail establishments shall indicate on the customer transaction receipt the number of plastic carryout bags provided to customers and the total amount of the pass-through charge.

8.44.080 Required retail establishment signage.

Every retail establishment subject to the collection of the carryout bag fee in this chapter must post signage clearly indicating the per bag charge for carryout bags.

8.44.100 Distribution of Plastic Straws Prohibited.

The distribution of plastic straws within the City is prohibited.

8.44.120 Distribution of Polystyrene-based Disposable Food Service Ware Prohibited.

No food vendor shall distribute polystyrene-based disposable food service ware when providing prepared food.

8.44.140 Compliance and penalties.

A. Upon a first violation of any part of this chapter, the code enforcement officer may issue a notice of violation to the offending person or business. The notice of violation shall contain the date of and alleged type of violation. The notice of violation shall be regarded as a warning and no other sanctions shall be implemented. Notice shall be served upon the premises to the highest ranking employee currently on duty at the time of delivery.

B. If after issuance of a notice of violation the code enforcement officer becomes aware of subsequent noncompliance, he or she has the authority to issue a civil infraction and levy a fine of not less than \$100.00. Any subsequent violation of this chapter shall be designated as a civil infraction. Each day of any such violation is a separate civil infraction; a notice of infraction may be issued for each day of any such violation. Civil infractions shall be heard and determined according to Chapter 7.80 RCW as amended, and any applicable court rules.

C. It shall be a violation of this chapter for any retail establishment to penalize, discipline, or discriminate against any employee for performing any duty necessary to comply with this chapter.

Section 2. If any portion of this ordinance is declared invalid or unconstitutional by any court of competent jurisdiction, such holding shall not affect the validity of the remaining portion(s) of this ordinance.

Section 3. 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:

Anita Palacios

From: Jim Davidson <clandavidson@embarqmail.com>
Sent: Tuesday, January 15, 2019 2:46 PM
To: Anita Palacios
Subject: Letter to Council
Attachments: 2019-1-15 Council Plastics Ban.docx

Ms. Palacios,

May I ask the enclosed letter be given to the Mayor and Council?

--

Jim Davidson
clandavidson@embarqmail.com

JAMES A. DAVIDSON
PO Box 56, GRANDVIEW WA 98930
509-882-1984 CLANDAVIDSON@EMBARQMAIL.COM

January 15, 2019

Grandview City Council
207 W 2nd St
Grandview WA 98930

Dear Council Members:

I am strongly opposed to a proposal before you banning plastic bags or all bags in the city. I believe the proposal includes plastic straws as well.

This proposal is misguided, largely based on environmental propaganda not honestly supported by science or research and is simply a feel-good exercise.

The proposal, which suggests a new tax or user fee, does not take into consideration the following points:

- Plastic shopping bags are cheaper to produce;
- Plastic bags are frequently used for other purposes once at home, such as garbage collection;
- Will the ban impact plastic produce bags and bread bags;
- Paper bag production has a far higher environmental cost / impact than plastic and, while recyclable, there is no recycling available in Grandview (for any material);
- Council members have suggested no bags be given to consumers, suggesting they bring their own reusable bags, which medical research has found to be a contributor to contaminated food supplies (no one washes these bags);
- Council members fail to recognize the number of people in our community who carry their groceries / items home, which is hard to do without handles on bags;
- The tax / user fee to allow people to obtain a bag is unfair to consumers and simply makes for a profit center for the retailer – what keeps consumers from going elsewhere to avoid the hassle and fee(s);
- Activists will point to the “Pacific Garbage Patch” as a reason to eliminate bags (bottles, etc.), though researchers are now finding those images of mounds of garbage, supposedly the size of Texas, does not exist – plastics ARE in the oceans, but heaping mounds are NOT floating around out there – in short, the photos are propaganda;
- A proposal to ban plastic straws, while not as obnoxious as a bag ban, is built on faulty “science.” The numbers cited by so called experts comes from a child’s school homework assignment that is made up out of whole cloth and having no bearing on reality;
- Will a ban on plastic straws take into consideration the need of children, handicapped and disabled who need flexible straws to consume liquids;
- Paper straws are an acceptable alternative as long as the needs of the disabled are met;
- Will Code Enforcement be assigned the responsibility of seeking out and fining users of bags and straws;
- A far larger problem are plastic bottles. There is no way to recycle them.

This proposal is not suitable for the citizens of Grandview. If you want to tackle plastics, find a way to recycle plastic bottles or work toward using corn-based bio-gradable plastic bottles. Better yet, pick up the disposable plastic syringes laying on the streets and alleys left by community drug abusers, since they are a greater threat to the health and safety of our citizens.

I urge the Council to reject this proposal.

Respectfully,

James A. Davidson