

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, JANUARY 8-2019**



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

**PAGE**

**1. CALL TO ORDER**

- A. Oath of Office – Mayor Gloria Mendoza

**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. Draft Interlocal Cooperation Agreement between the City of Sunnyside and the City of Grandview for Emergency Medical Transport Services 1-8
- B. 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 9-16
- C. Hotel Feasibility Study 17-18

**5. OTHER BUSINESS**

**6. ADJOURNMENT**

# DRAFT

## INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF SUNNYSIDE and THE CITY OF GRANDVIEW for EMERGENCY MEDICAL TRANSPORT SERVICES

**THIS INTERLOCAL COOPERATION AGREEMENT** entered into this \_\_\_\_ day of \_\_\_\_ 2019, between the City of Sunnyside ("Sunnyside"), a Washington Municipal Corporation, and the City of Grandview ("Grandview"), a Washington Municipal Corporation, both located in Yakima County, as authorized by Chapter 39.34 of the Revised Code of Washington, for the provision of emergency medical transport services.

**WHEREAS**, Sunnyside is licensed by the State of Washington to provide emergency medical transport services to residents within Sunnyside and surrounding region pursuant to Yakima County EMS and Trauma Care Council guidelines; and

**WHEREAS**, Sunnyside complies with all federal, state and local laws and regulations to continually participate in Medicare, Medicaid, TRICARE, and other federal and state healthcare programs; and

**WHEREAS**, Grandview has a need for emergency medical transport services within its municipal boundaries; and

**WHEREAS**, Grandview will contribute financial support to Sunnyside to hire additional cross-trained staff to provide emergency medical transport services within its municipal boundaries; and

**WHEREAS**, Sunnyside and Grandview wish to enter into this Interlocal Cooperation Agreement for the provision of emergency medical transport services for calls for service originating from locations within Grandview's municipal boundaries.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties agree as follow:

1. **Purpose.** The purpose of this agreement is to allow Sunnyside to provide ambulance services within the Grandview city limits.

2. **Responsibilities of the City of Sunnyside.** Sunnyside shall provide twenty-four (24) hour per day ambulance service to the City of Grandview which will consist of a 12-hour shift stationed in Grandview and a 12-hour shift responding from Sunnyside. Sunnyside shall

make available the necessary emergency medical transport vehicles (ambulances), equipment, and personnel to respond within Grandview to requests for emergency medical transport services. Sunnyside shall use all reasonable means to provide for a prompt response with sufficient vehicles, equipment and personnel to respond to requests for emergency medical transport services and other fire department related emergencies as may be requested, provided services fall within the training, certification, and job description of its employee(s) and volunteer(s).

Sunnyside shall provide Grandview with a quarterly report on the first day of January, April, July and October of each year this agreement remains in effect. Each quarterly report will include the number of calls originating within Grandview.

3. **Responsibilities of the City of Grandview.** Grandview shall pay a monthly fee assessed by Sunnyside in the amount of \$10,880.00, to be used to support the cost of adding additional staff. Payment will be due and payable at the first of each month preceding services. Any payment not made by the 10<sup>th</sup> of each month shall incur a late fee of 1.5 percent per month interest until paid. Sunnyside shall provide a monthly courtesy statement to Grandview.

The monthly fee established herein is subject to change due to any increase or decrease in funding from outside sources.

The City of Grandview may provide suitable quarters for an ambulance and ambulance personnel at the City of Grandview Fire Department or other location as deemed appropriate by both parties for every hour that Grandview desires the presence of an ambulance and crew within its municipal boundaries. Said quarters, whether temporary or permanent in structure shall include fully furnished living area, bathroom facilities with showers, kitchen, and sleeping rooms as well as ample heated garage space for the apparatus and accompanying equipment. Quarters shall be approved by Sunnyside.

The parties understand that no such facility currently exists and that Grandview, if it desires 24-hour staffing of ambulance personnel, will have to locate a suitable location, design, and then remodel or build the facility. During the interim period, services will be provided as identified in Section 2.

4. **Cost of Service.** Until 24-hour staffing is established in Grandview for the calendar year 2019, the annual cost of service is \$602,565 as outlined in Exhibit "A" attached hereto and incorporated herein by reference. Said fee, and the fee assessed in each subsequent year of this Agreement, shall be paid in twelve monthly installments in accordance with Section 3 of this Agreement.

It is neither the intent of neither Sunnyside nor Grandview to annually negotiate the terms of this Agreement. The parties however recognize that the costs of services pursuant to this Agreement may change over time. In the event either Sunnyside or Grandview seek to change the fee assessed pursuant to this Agreement or the level of services, each party shall first notify the other

in writing of its intent to do so, and of the reasons for the proposed change, no later than the first day of September the preceding year. If either party objects or for other reasons disagrees with the proposed change, the objecting party shall notify the initiating party in writing within thirty (30) days after receiving notice. The parties shall undertake good faith efforts to resolve any dispute as to an increase or decrease in fees assessed pursuant to this Agreement. In the event the parties are not able to resolve their disagreement, said disagreement shall be resolved by way of binding arbitration to occur no later than the last day of November as set forth in Section 15 of this Agreement, provided that each party shall bear its own costs and the costs and fees of the arbitrator shall be shared equally by the parties. Any fee or service increase or decrease implemented pursuant to this Agreement shall become effective on the first day of January the subsequent year.

5. **Term.** This Agreement shall commence on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 and continue until December 31, \_\_\_\_\_. This Agreement shall automatically renew for one additional \_\_\_\_\_-year terms after the initial term unless terminated by either party.

6. **Independent Contractor.** The parties intend that an independent contractor relationship be created by this Agreement. Nothing herein shall be construed to create an employer-employee or master-servant relationship. All services performed pursuant to this Agreement shall be performed by the City of Sunnyside as an independent contractor.

7. **Indemnification.** Sunnyside shall indemnify, defend, and hold harmless Grandview, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Sunnyside, its officers, agents and employees, in the performance of the Agreement.

Grandview shall indemnify, defend, and hold harmless Sunnyside, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of Grandview, its officers, agents and employees, in the performance of the Agreement.

8. **Termination/Modification.** Any Party hereto may terminate this Agreement upon written notice either personally delivered or mailed postage-prepaid by certified mail not less than six months nor greater than 12 months.

9. **Termination for Breach.** This Agreement may be terminated by either Party for cause, provided that in the event of a breach, the non-breaching party shall give written notice to the breaching party stating specifically the provision of the Agreement alleged to have breached and the factual basis underlying the alleged breach. Within 30 days after the receipt of the notice, the breaching party shall:

- a. cure said breach; or
- b. contest the alleged breach.

Failure to cure the breach or contest the alleged breach within 30 days shall be deemed a material breach of this Agreement and shall enable the non-breaching party to unilaterally terminate this Agreement upon written notice of termination via certified mail to the breaching party. Termination shall be effective upon receipt of said notice.

In the event of such termination Grandview shall pay Sunnyside for all services provided up to the date of termination. Sunnyside shall refund any payments made for services which have not been provided.

10. **Implementation.** The Chief Executive Officers of Sunnyside and Grandview will be jointly responsible for proper implementation of this Agreement.

11. **Interlocal Cooperation Act Provision.** Each party will use its own vehicles, equipment, inventory and personnel for their respective performances under the terms of this Agreement unless otherwise provided herein, which shall remain the sole property and responsibility of each respective party. All personnel utilized by Sunnyside and Grandview in the fulfillment of this Agreement shall be solely within the supervision, direction and control of the respective entity and shall not be construed as "loan servants" or employees of the other party. No special funds or budgets are anticipated, nor shall be created as a result of this Agreement. It is not intended that a separate legal entity be established to conduct this cooperative undertaking, nor is the acquiring, holding, or disposing of any real or personal property anticipated. The respective fire chiefs from the City of Sunnyside and City of Grandview shall cooperatively, through mutual agreement of both parties, determine appropriate response, operational, and related policies and procedures to automatically assist and facilitate the intent of this ILA through memorandum of understanding with notice to and consent from each City's respective administrator as listed in Section 12 of this Agreement. Such MOU may be periodically updated and amended as necessary to meet the public safety needs of each City without invalidating this Agreement.

12. The City of Sunnyside's City Manager along with the City of Grandview's City Administrator shall be designated as the Administrators of this Interlocal Cooperation Agreement.

A copy of this Agreement shall be filed with the Yakima County Auditor or posted upon the website of either of the entities in compliance with RCW 39.34.040.

13. **Anti-Discrimination.** The Parties agree that they shall not discriminate against any worker, employer, or applicant, or any member of the public or otherwise commit an unfair employment practice, as specified in Chapter 49.60 RCW.

14. **Notice.** All notices required to be given under this Agreement shall be in writing and shall be deemed served when mailed via certified mail, return receipt requested, to the attention of the individual or position identified below. The Parties may, upon mutual agreement,

determine to accept notice via email.

City of Sunnyside:

Martin Casey, City Manager, or successor  
City of Sunnyside  
818 East Edison Avenue  
Sunnyside WA 98944  
E-Mail: dday@sunnyside-wa.gov

City of Grandview

Cus Arteaga, City Administrator, or successor  
City of Grandview  
207 West Second Street  
Grandview WA 98930  
E-Mail: carteaga@grandview.wa.us

15. **Applicable Law/Dispute Resolution.** This Agreement is governed, construed and enforced in accordance with the laws of the State of Washington. Should any dispute arise concerning the enforcement, breach or interpretation of this Agreement, the parties shall first meet in a good faith attempt to resolve the dispute. In the event the dispute is not resolved, it shall be resolved by binding arbitration pursuant to RCW 7.04A, as amended, and the Mandatory Rules of Arbitration (MAR); and venue shall be placed in Yakima County, Washington, the laws of the State of Washington shall apply, and the prevailing party shall be entitled to its reasonable attorney fees and costs.

16. **Non-Waiver.** Waiver by either party of strict performance of any provision of this Agreement shall not be a waiver of or prejudice to the party's right to require strict performance of the same provision or any other provision in the future.

17. **Entire Agreement/Modification.** This Agreement contains all the terms and conditions agreed to by the Parties. All items incorporated by reference are attached. No other understanding, verbal or otherwise, in regard to the subject matter of this Agreement shall be deemed to exist. Any modification of this Agreement shall be in writing and signed by both parties in order to be effective.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement by the duly authorized officers on the day and year first written above.

**CITY OF SUNNYSIDE**

**CITY OF GRANDVIEW**

By: \_\_\_\_\_  
Martin Casey, City Manager

By: \_\_\_\_\_  
Mayor Gloria Mendoza

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Jacqueline Renteria, City Clerk

\_\_\_\_\_  
Anita Palacios, City Clerk

**APPROVED AS TO FORM**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Kerr Law Group  
Attorneys for the City of Sunnyside

\_\_\_\_\_  
Quinn Plant  
Attorney for the City of Grandview

STATE OF WASHINGTON )

:ss

County of Yakima )

On this day personally appeared before me MARTIN CASEY, City Manager for the City of Sunnyside, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_ 2019.

\_\_\_\_\_  
Notary Public in and for the State of Washington

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_

STATE OF WASHINGTON )

:ss

County of Yakima )

On this day personally appeared before me Gloria Mendoza, Mayor for the City of Grandview, to be known to be the individual in and who executed the within and foregoing instrument and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this \_\_\_\_ day of \_\_\_\_ 2019.

\_\_\_\_\_  
Notary Public in and for the State of Washington

Residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_



Proposal to provide ambulance transport service to City of Grandview beginning January 2019**PROJECTED ANNUAL OPERATIONAL COSTS: Year 1**Annual Payroll:

Full Time Payroll & Benefits (4 FTE @ 24/48 pursuant to IAFF 3542 CBA)	\$379,820
Part Time / Backfill Payroll & Benefits (Washington Initiative 1433 compliant)	\$130,910
Unforseen OT 1.5% (is historically 5%)	\$7,661
<b>Subtotal Annual Payroll:</b>	<b>\$518,391</b>

Annual Professional Services:

Insurance - Personnel (included in payroll) / Vehicle under SSFD umbrella if owned)	TBD
Legal Fees - TBD via interlocal agreement	TBD
DOH Ambulance Licensing Fees -	SFD
EMS Billing Services @ 7% of collected	\$10,584
LVFD Dispatch Fees	\$40,000
Vehicle Maintenance Services	\$5,200
Annual DOT Physicals	\$810
<b>Subtotal Annual Professional Services:</b>	<b>\$56,594</b>

Annual Training & Consumable Supplies:

Personnel Uniforms 2 sets annually	\$6,505
Annual NFPA / OSHA / EMS Training and ConEd	\$7,500
Zoll Maintenance Fees	\$1,100
Fuel & Oil	\$9,500
EMS Disposable Equipment & Supplies	\$2,975
<b>Subtotal Annual Training &amp; Consumable Supplies:</b>	<b>\$27,580</b>

<b>TOTAL PROJECTED ANNUAL OPERATIONAL COSTS:</b>	<b>\$602,565</b>
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PROJECTED REVENUE & OFFSETS:

Astria Hospital Good Will	\$215,000
EMS Billing for estimated 800 calls annually @ \$189/each	\$151,200
EMS Levy on estimated 672 calls (includes 5% estimated increased call volume 2017)	\$97,440
<b>Subtotal Projected Revenue &amp; Offsets before City contribution</b>	<b>\$463,640</b>

Annual Projected Shortfall:	\$140,000
Sunnyside acceptance of 24% of annual shortfall (partial 4th FTE)	-\$33,925
Grandview acceptance of 76% of annual shortfall (break even)	\$105,000
25% share purchase of M37 (to allow ERF creation)	\$26,023

<b>Grandview initial cost of operations</b>	<b>\$126,023</b>
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Final Version 8/22/2018

**Anita Palacios**

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**From:** Mike Everett <Mike@everettlaw.net>  
**Sent:** Wednesday, December 19, 2018 8:32 AM  
**To:** Anita Palacios  
**Subject:** Plastics Ordinance  
**Attachments:** 0821 Memo in support of straws.docx; 110718\_Ord re Plastic and Recyclable Paper Bags\_DRAFT.DOC

**Anita**

**I am attaching a copy of my memo requesting that we put this on the agenda. Also, is a copy of the ordinance. I would like to send a copy of both to the Sunnyside Daily News and also, the Tri-City Herald and the Yakima Herald---but I don't have their email, if you do I would appreciate it if you could forward that, if not I can look it up.**

**Thanks**

**Mike Everett**

To: The Mayor, City Administrator, City Council

FROM: Michael L. Everett

SUBJECT: Plastic Waste Reduction

I am attaching to this Memo a copy of a proposed Ordinance, that I am asking to be place on the Committee of the Whole Agenda for consideration at the first meeting in January 2019.

The Ordinance provides for banning plastic straws and styroform containers and a 10 cent charge on plastic bags.

This Ordinance will not solve the problems of waste in the world, but it will be a small step in making us all aware of problem. It is not a burden.

As an individual I have used these items and therefore did my part in contributing to waste. Plastic does not go away---it lasts forever. Not using them will ultimately reduce the burden on the waste treatment system.

This is not in my opinion, a major burden on people. I hate to talk about the “old days” when I was young, but we did not have plastic straws, we did not have plastic bags and we did not have styroform containers. We can all function just fine with these items gone from our lives.

I suggest that we make it effective 90 days from the date of passage so that the retail community has ample opportunity to adjust.

I hope that we can all support this.

**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

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**From:** Casey Kidd <casey@naviretail.com>  
**Sent:** Wednesday, January 02, 2019 1:08 PM  
**To:** Cus Arteaga  
**Cc:** Anita Palacios  
**Subject:** Re: Study

We use a company called HVS and below is their proposed scope of work and what will be in the report:

1. Purpose of the study
2. Description of the site and neighborhood
3. Review of the market area
4. Analysis of the market for hotel accommodations
5. Examination of existing and proposed competition
6. Facilities and brand chain-scale recommendation
7. Projection of occupancy and average rate
8. Income and expense projections
9. ROI analysis and feasibility conclusion

I'll also go ahead and send an invoice to Anita for you to have as well.

On Jan 2, 2019, at 12:41 PM, Cus Arteaga <[carteaga@grandview.wa.us](mailto:carteaga@grandview.wa.us)> wrote:

Happy New Year,

I have received word from the Port of Grandview that they will participate with 50% of the cost for the Hotel Feasibility Study. I will be discussing this with our Council at our first meeting on January the 8<sup>th</sup>. I was wondering if you had a written estimate that has information that I can share with my Council because I know they will want to know what the study will provide? If you don't have a written estimate can you just summarize it in an email to me?

Let me know.

*Cus Arteaga*

City Administrator/Public Works Director

City of Grandview

207 West Second Street

Grandview, WA 98930

Ph: (509) 882-9211

Fax: (509) 882-9232

Visit our website: <http://www.grandview.wa.us>

*This message may contain confidential and/or propriety information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.*

**NaviRetail, LLC**

5100 Poplar Avenue, Suite 2700

Memphis, TN 38137

(901) 654-0790

www.naviretail.com

**BILL TO**

City of Grandview

Attn: Anita Palacios

207 West Second Street

Grandview, Washington

98930

**INVOICE # 1048****DATE 01/02/2019****DUE DATE 01/17/2019****TERMS Net 15**

DATE	ACCOUNT SUMMARY	AMOUNT
09/25/2018	Balance Forward	\$36,975.00
	Payments and credits between 09/25/2018 and 01/02/2019	-36,975.00
	New charges (details below)	10,000.00
	Total Amount Due	\$10,000.00

DATE	DESCRIPTION	AMOUNT
01/02/2019	Consulting Services Hotel Feasibility Study	10,000.00

TOTAL OF NEW CHARGES	10,000.00
<b>BALANCE DUE</b>	<b>\$10,000.00</b>

Make all checks payable to NaviRetail. If you have any questions concerning this invoice, please contact us promptly at (901) 654-0790, or via e-mail at [ell@naviretail.com](mailto:ell@naviretail.com).