

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, MARCH 26, 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 authorizing the Mayor to sign the 2019 Yakima County Technology Services Interlocal Agreement 1-12
  - B. Ordinance adding a new section to Grandview Municipal Code Chapter 10.20 Parking Article II Parking Time Restrictions entitled Section 10.20.045 Fifteen Minute Parking 13-19
  - C. Ordinance amending Grandview Municipal Code Section 10.20.070 Parking Prohibited – Penalty on Wine Country Road and Higgins Way 20-27
  - D. Ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit – Wine Country Road 28-35
  - E. 2019 Fuel Bid Award – Bleyhl Co-op 36-43
  - F. Resolution amending the Council Procedure Manual to reflect that regular meetings of the City Council consist of a 6:00 p.m. Committee meeting and a 7:00 p.m. business meeting on the second and fourth Tuesday of each month 44-46
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

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

**ITEM TITLE**

Resolution authorizing the Mayor to sign the 2019 Yakima County Technology Services Interlocal Agreement

**AGENDA NO.:** New Business 4 (A)

**AGENDA DATE:** March 26, 2019

**DEPARTMENT**

Police Department

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

**DEPARTMENT DIRECTOR REVIEW**

Kal Fuller, Police Chief



**CITY ADMINISTRATOR**

**MAYOR**



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

The Grandview Police Department contracts with Yakima County Technology Services to provide internet collections, mobile data terminal connections, and related support services. This has been done for several years. This contract represents a continuation of current services.

**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 2019 Yakima County Technology Services Interlocal Agreement is the same as prior years. The agreement reflects a three percent increase which was the first increase Yakima County has implemented in four years. The agreement has been reviewed by the City Attorney.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign the 2019 Yakima County Technology Services Interlocal Agreement to the April 9, 2019 regular meeting for consideration.

**TECHNOLOGY**



# **Yakima County Technology Services**

217 N First Street

Yakima WA 98901

Phone: (509)574-2000 - FAX: (509)574-2001

Internet: [www.co.yakima.wa.us](http://www.co.yakima.wa.us)

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Date: March 12, 2019  
From: Yakima County Technology Services  
Subject: 2019 Inter-Local Agreement with Yakima County

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Enclosed is two copies of your Inter-Local Agreement with Yakima County Technology Services.  
Please execute both and return one copy to Yakima County Technology Services.

This Inter-Local Agreement reflects a three percent increase. This is the first increase Yakima County has implemented in four years.

**RESOLUTION NO. 2019-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE 2019 YAKIMA COUNTY  
TECHNOLOGY SERVICES INTERLOCAL AGREEMENT**

**WHEREAS**, the City of Grandview and Yakima County Technology Services have previously entered into an Interlocal Agreement, and

**WHEREAS**, the Interlocal Agreement has or is about to expire, and

**WHEREAS**, the City of Grandview wishes to continue said Interlocal Agreement,

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

The Mayor is hereby authorized to enter into the 2019 Interlocal Agreement with Yakima County Technology Services 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**



# Yakima County Technology Services

Yakima County Technology Building  
217 North 1st Street  
Yakima, WA 98901

Phone: (509)574-2000 - FAX: (509)574-2001  
Internet: www.co.yakima.wa.us

## INTER-LOCAL AGREEMENT

Yakima County Technology Services  
217 N First Street  
Yakima, WA 98901

|                  |                             |
|------------------|-----------------------------|
| Agency           | Grandview Police Department |
| Street Address   | 207 West Second Street      |
| City, State, Zip | Grandview, WA 98930         |

### 1. Purpose

This Inter-Local Agreement Number, 2019-011 (ILA) is executed by Yakima County Technology Services (YCTS) and Grandview Police Department. This ILA sets forth the obligations of the parties with respect to YCTS' provision of business related technology services. Grandview Police Department will be referred to in this document as 'the Customer', and Yakima County will be referred to as 'the County'.

### 2. Term and Termination

The term of this ILA is effective upon the date of execution by both parties and shall remain in full force and effect through one year. Renewal will occur upon customer signing a new Inter-Local Agreement Attachment A: Service Locations and Costs form which the county will send out yearly. The attachment A renewal form will include any price changes.

This Agreement will not be in effect during any period of interruption to YCTS' processing capability which is caused by a disaster, as declared by the Director of YCTS.

### 3. Scope of Agreement

The scope of this agreement includes the Inter-Local Agreement and Attachment A: Services, Locations and Costs, Attachment B: Terms of Service, and Attachment C: Disclosure.

All information and data produced by and for the customer is the property of the customer who is solely responsible for its stewardship, retention and production, according to the applicable laws and statutes of the State of Washington. Data and information will be made available to the customer in an agreed to form suitable to migration, should this ILA be terminated.

### 4. Service Costs, Billing and Termination Liability

The customer agrees to pay YCTS all nonrecurring costs (purchase, configuration and installation) and recurring yearly costs, fees, and charges associated with the Services that are requested. The rates for the yearly charges for the 2019 fiscal year are listed in Attachment A.

YCTS will bill the customer:                      Annual      Monthly      Quarterly  

for these services, with billing commencing on the date of acceptance of services to that site. Recurring yearly costs for services are recalculated each year. By signing a Services and Costs form yearly, the customer agrees to pay for services at that year's prices.

Renewal will be automatic unless termination notification is given in writing 90 days in advance. Customer agrees to pay any termination liability assessed by a third party vendor on YCTS.

## **5. Technology Services Help Desk**

The YCTS Help Desk is staffed 8 hours per day, 5 days a week. The Help Desk telephone number is 509-574-2000.

There may be some shifts during normal business hours when a technician is not immediately available. If the phone is busy or if the technician is away from the phone working on other problems, the caller will be asked to leave a voice mail message.

## **6. Network Maintenance**

YCTS reserves the right to schedule and to perform system maintenance as necessary. Notification is typically provided by e-mail five days in advance unless an emergency exists.

## **7. Problem Management**

### Problem Reporting

The YCTS Help Desk will collect information from the customer and open an electronic trouble ticket. Information needed for problem reporting and tracking will include:

- a. name of person reporting problem
- b. return call telephone number
- c. person and location experiencing the problem
- d. description of the problem
- e. when the problem started

The YCTS Help Desk typically refers problem tickets to technicians, during working hours, within ½ hour of initial receipt of the problem report. All requests for service should be routed through the County help desk.

Most problems will be resolved during business hours. Those issues that are deemed to be critical in nature may be addressed after hours when approved by YCTS.

### Problem Resolution

A problem will be considered resolved when the service becomes fully functional again and service performance is acceptable to the customer.

## **8. Inter-local Agreement Changes**

The ILA may be modified at any time upon mutual written agreement of the parties. All such modifications will be made as an amendment to the ILA and will take precedence over the original ILA. No modifications will be effective until they are attached to the Inter-Local Agreement and mutually executed by both parties.

## **9. Authorization/Acceptance**

This ILA constitutes the entire agreement between the parties and supersedes all other communication, written or oral, related to the subject matter of this ILA. Customer hereby authorizes YCTS to perform the services described. The Parties hereby acknowledge and accept the terms and conditions of the ILA.

IN WITNESS WHEREOF, the parties have executed this Inter-local Agreement.

APPROVED  
Yakima County Technology Services



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*Signature*  
Gene Pugnetti, Director

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*Date* 3/12/19

APPROVED  
City of Grandview

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*Signature*  
Gloria Mendoza, Mayor

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*Date*

**Attachment A  
ILA Grandview Police Department 2019-011**

**Services, Locations, and Costs**

| Annual Cost of Services Provided to Customer<br>by Yakima County |          |           |                   |
|--|----------|-----------|-------------------|
| Prepared: 3/5/2019   |          |           |                   |
| Description  | Quantity | Unit Cost | Annual Cost       |
| Internet Access – outside county network Mb                      | 5        | \$103.00  | \$515.00          |
| Netmotion Vendor Support   | 12       | \$79.83   | \$957.96          |
|  |          |           |                   |
|  |          |           |                   |
| <b>Total</b>   |          |           | <b>\$1,472.96</b> |

Rates are reviewed and adjusted annually. Call out for support outside of normal business hours will be charged at \$150/hour with one hour minimum. After hours support may require additional costs for overtime and other expenses.

Only services and/or support items listed are included in this agreement. Other services and support may be negotiated upon request.

No software license fees are included in this agreement.

**Contact Information**

ILA management and correspondence regarding this ILA should be directed to:

| Customer Contact |                             | YCTS Contact     |                                   |
|------------------|-----------------------------|------------------|-----------------------------------|
| Name             | Kal Fuller                  | Name             | Gene Pugnetti                     |
| Agency Name      | Grandview Police Department | Agency Name      | Yakima County Technology Services |
| Street Address   | 207 West Second Street      | Street Address   | 217 N. First Street               |
| City, State, Zip | Grandview, WA 98930         | City, State, Zip | Yakima WA 98901                   |
| Phone:           | 509 882-9220                | Phone:           | 509-574-2005                      |
| Email:           | Kal.Fuller@co.yakima.wa.us  | Email:           | Gene.pugnetti@co.yakima.wa.us     |

grandviewpd.us

Here is the list of address of all servicing location (s).

| Servicing Location (s) Address: |   |
|---------------------------------|---|
| 1                               | 201 West 2nd Street Grandview, WA 98930 |



Please provide a point of contact to coordinate technical services, maintenance windows, planned outages and unexpected issues.

| Technical Customer Contact |  |
|----------------------------|--|
| Name                       | <del>Kathy Hopp</del> Nancy Ochoa                                |
| Position                   | Lead Dispatcher  |
| Telephone                  | 509 882-2000   |
| Alternate Phone:           |  |
| Email:                     | <del>Kathy.Hopp@co.yakima.wa.us</del> Nancy.ochoa@grandviewpd.us |

Please provide the point of contact for billing.

| Billing Customer Contact |  |
|--------------------------|--|
| Name                     | Mike Hopp  |
| Street Address           | 207 West Second Street                               |
| City, State, Zip         | Grandview, WA 98930                                  |
| Phone:                   | 509 882-2000   |
| Email:                   | Mike.hoop@ <del>co.yakima.wa.us</del> grandviewpd.us |

APPROVED  
Yakima County Technology Services

APPROVED  
City of Grandview

  
\_\_\_\_\_  
Signature  
Gene Pugnetti, Director

\_\_\_\_\_  
Signature  
Gloria Mendoza, Mayor

\_\_\_\_\_  
Date

3/12/19

\_\_\_\_\_  
Date

**Attachment B  
ILA Grandview Police Department 2019-011**

**Terms of Service**

- 1. Ownership of equipment:**
  - a. Customer will be the owner of all equipment
  - b. County will be steward of all network equipment regardless of ownership.
- 2. Purchase of equipment:**
  - a. If owned by customer then customer must pay vendor in full
  - b. If County owned County must pay and bill as appropriate
- 3. Maintenance of equipment:**
  - a. Maintenance will be defined as those activities required to keep the domain running at peak efficiency. This will include configuration, repair and troubleshooting.
- 4. Administration of equipment:**
  - a. County to administer domain operations
  - b. Replacement funding
    - i. If County owned, county responsibility
    - ii. If customer owned, customer responsibility
  - c. Administration costs
    - i. Included in customer rates for normal administration
    - ii. Billable for extraordinary operations
      1. Negotiated prior to operation taking place
      2. Billed at then current rates
- 5. Specific deliverables:**
  - a. Operations
    - i. Yakima County agrees to provide all services listed in Attachment A on a best effort basis. Yakima County maintains emergency outage protocols, alternate network pathways and spare equipment but does not guarantee operational uptime or speed of data transmission.
    - ii. The customer agrees to provide a list of persons authorized to approve operational changes in services to include user accounts, security settings, for additions, modifications and deletions.
    - iii. The customer agrees to provide a mutually agreed upon individual contact for service delivery issues.
    - iv. The customer agrees to provide adequate workspace, furniture and phone for on-site county workstation support personnel.
    - v. The customer agrees to provide a site location acceptable to the County for placing Yakima County equipment related to the delivery of services provided for in this agreement.
    - vi. Virus protection will be purchased by the customer, installed at the computer level and the customer's responsibility to keep virus definition files updated to the latest version. It shall be the responsibility of the County to keep the virus definition files updated to the latest version, if said service is contracted with the county.
    - vii. County and the customer agree to cooperate together in good faith to accomplish operational goals that benefit the customer and County constituents.

**6. Administration**

- a. Inform County Technology Services Admin regarding any changes of status in writing
  - i. Email will work as long as it has all of the required elements.
    - 1. What is changing
    - 2. When is it scheduled to change
    - 3. Who will be affected
    - 4. How will they be affected
    - 5. Who will make the change
    - 6. Why is change necessary
    - 7. How long will the change take
    - 8. CC will be sent to all persons for all changes.

b. Hours of operations

|                          |  |
|--------------------------|--|
| Normal Business hours:   | 8:00 AM to 5:00 PM Monday through Friday |
| Critical business hours: | To be determined with customer           |

c. Troubleshooting after business hours

- i. Call Out
  - 1. Specific procedures will be provided to the customer in writing
  - 2. Updates will be provided by County as necessary
  - 3. All initial calls will be directed to County Help Desk at 574-2000 at all hours.
- ii. Response time window
  - 1. 30 Minutes from time of initial call to first returned call
  - 2. Subsequent actions will be based upon Yakima County's priority matrix which will be provided to the customer.
- iii. Response procedures will be provided to the customer in writing and updated as necessary by County
- iv. Troubleshooting by County that is found to be caused by the customer will be reimbursed at the customer's expense.
- v. Mileage will be charged and reimbursed at current county rate, if appropriate.
- vi. Access to the customer's facilities and equipment to be ensured by the customer.
- vii. Hourly charge for a call out outside of normal business hours is identified in Attachment A.

APPROVED  
Yakima County Technology Services

APPROVED  
City of Grandview

  
\_\_\_\_\_  
Signature  
Gene Pugnetti, Director

\_\_\_\_\_  
Signature  
Gloria Mendoza, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Attachment C**  
**ILA Grandview Police Department 2019-011**

**Disclosure**

**1. Nondisclosure of Confidential and Personal Information**

Yakima County acknowledges that some of the material and information that may come into its possession or knowledge in connection with this contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under Chapter 42.56 RCW, or other state or federal statutes ("confidential information"). Confidential information includes, but is not limited to, names, addresses, Social Security numbers, financial profiles, credit card information, driver's license numbers, medical data, agency source code or object code, agency security data, etc or information identifiable to an individual that relates to any of these types of information. Yakima County agrees to hold confidential information in strictest confidence and not to make use of confidential information for any purpose other than the performance of this contract, to release it only to authorized employees or subcontractors requiring such information for the purposes of carrying out this contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without purchaser's express written consent or as provided by law unless such disclosure is required by law. Yakima County agrees to release such information or material only to employees or subcontractors who have signed a non-disclosure agreement, the terms of which have been previously approved by purchaser. Yakima County agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "protected health information" (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), individuals' social security numbers collected, used, or acquired in connection with this contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. Yakima County must comply with all HIPAA requirements and rules when determined applicable by the purchaser. If purchaser determines that (1) purchaser is a "covered entity" under HIPAA, and that (2) Yakima County will perform "business associate" services and activities covered under HIPAA, then at purchaser's request, Yakima County agrees to execute purchaser's business associate contract in compliance with HIPAA.

Yakima County shall ensure its directors, officers, employees, subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein.

Yakima County and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as otherwise required by law.

Any breach of this provision may result in termination of the contract and demand for return of all personal information. Yakima County agrees to indemnify and hold harmless the State of Washington and the purchaser for any damages related to both: (1) Yakima County's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Yakima County's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

**2. Compelled Disclosure of Information**

Notwithstanding anything in the foregoing to the contrary, Yakima County may disclose data pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that Yakima County promptly notifies, to the extent practicable, the customer in writing of such demand for disclosure so that the customer, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the information; provided that Yakima County will disclose only that portion of the requested information that, in the written opinion of its legal counsel, it is required to disclose. Yakima County agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the customer with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the customer is unable to obtain or does not seek a protective order and Yakima County is legally requested or required to disclose such information, disclosure of such information may be made without liability.

**3. Public Information Requests**

- a. The customer will be responsible for providing the tools to recover email for a public information request.
- b. The County will install and maintain those tools as a part of the process of supporting the customer's email system.
- c. The customer will be responsible for using those tools to recover email for a public information request.
- d. Customer agrees that fulfillment of a Public Information Request will result in addition hourly costs at the current hourly rate.

APPROVED  
Yakima County Technology Services

APPROVED  
City of Grandview

  
\_\_\_\_\_  
*Signature*  
Gene Pugnetti, Director

\_\_\_\_\_  
*Signature*  
Gloria Mendoza, Mayor

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

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

|  |   |
|--|---|
| <b>ITEM TITLE</b><br><br>Ordinance adding a new section to Grandview Municipal Code Chapter 10.20 Parking Article II Parking Time Restrictions entitled Section 10.20.045 Fifteen Minute Parking | <b>AGENDA NO.:</b> New Business 4 (B)<br><br><b>AGENDA DATE:</b> March 26, 2019 |
| <b>DEPARTMENT</b><br><br>Police Department   | <b>FUNDING CERTIFICATION (City Treasurer)</b><br>(If applicable)                |

**DEPARTMENT DIRECTOR REVIEW**

Kal Fuller, Police Chief 

**CITY ADMINISTRATOR**  **MAYOR** 

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

Before the last major downtown renovation project, there were individual time limited parking spaces in the 100 and 200 Blocks of Division Street. These time limited parking spaces were created to encourage turnover of vehicles in front of businesses that require short term parking for their customers.

There are currently no short term time limited spaces in the downtown area. Parking on Division Street is all currently posted as a two hour limit. A request has been made by the business owner of Napa Auto at 233 Division Street to turn the three parallel parking spaces directly in front of the business into 15 minute limit spaces.

**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.

Downtown parking is often an issue between 9:00 am and 5:00 pm. The patrons of Napa Auto, 233 Division Street, are mostly there less than 15 minutes. Time limited spaces at 233 Division could also benefit carry-out patrons of nearby restaurants. Posting three parallel parking spaces in front of 233 Division Street as 15 minute only spots will help address the parking conflicts in that block.

A proposed ordinance adding GMC Section 10.20.045 Fifteen minute parking has been reviewed by the City Attorney.

**ACTION PROPOSED**

Move an ordinance adding a new section to Grandview Municipal Code Chapter 10.20 Parking Article II Parking Time Restrictions entitled Section 10.20.045 Fifteen Minute Parking to the April 9, 2019 regular meeting for consideration.

# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 03/06/2019  
**To:** Cus Arteaga, City Administrator/Public Works Director  
**From:** Kal Fuller, Chief of Police  
**Re:** 15 Minute Parking Spaces in 200 Block of Division Street

I have reviewed a request from David Swails, owner of the NAPA store at 233 Division Street, to install 15 minute parking spaces in front of his business.

There is historical precedence for time limited parking spaces on Division Street. In the past there have been temporary parking spaces in front of the Old Grandview Herald building at 107 Division Street and also in front of Ace Hardware at 224 Division Street. These time limited parking signs were posted because of conflicts in those areas due to businesses next to each other that serve different needs.

The makeup of the east side of the 200 block of Division Street from south to north is event hall, residential, empty, NAPA, restaurant, tax prep, church, and restaurant. The street is posted currently as two hour parking.

The restaurants in the 200 block of Division Street have numerous patrons that probably spend an average of 45 minutes dining inside. They will also have some percentage of patrons picking up takeout. NAPA has primarily customers that come in and out within 15 minutes.

Putting spaces in front of NAPA with 15 minute parking restrictions will benefit NAPA, but will also benefit neighboring restaurants by providing short time parking for takeout customers. At this time, I see no problems on that block that will be created by dedicating some 15 minute parking spaces.

On February 20, 2019, I handed out letters (copy attached) to the businesses closest to 239 Division. As of this date, I have received no comments back from anyone.

Please review this from a Public Works aspect and make sure it is appropriate for the proposed area.

I have advised Mr. Swails that with the dedication of time limited parking spaces in front of his business, the Police Department will attempt to monitor violations as we do with all downtown parking enforcement. Our ability to respond and enforce the limits, however, is limited by time and staffing levels.

I will begin preparing a Committee-of-the-Whole packet for presentation to Council later this month.

Respectfully,

A handwritten signature in black ink that reads "Kal Fuller". The signature is written in a cursive, slightly slanted style.

Kal Fuller  
Chief of Police



# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 02/20/2019  
**From:** Kal Fuller, Chief of Police  
**Re:** 15 Minute Parking Spaces in 200 Block of Division St.

I received a request from a business owner to install 15 minute parking spaces in the area of 239 Division St.

In the past there have been 15 minute parking spaces in the 100 block of Division St. and also in front of 224 Division St. They were placed there because of conflicts between customers that needed to park for longer times and some only needing to park for a short time (just long enough to run in and out of a business).

On the east side of Division Street the main occupants are two restaurants and the NAPA store. The NAPA store has people who come and go on average within 15 minutes. The restaurants have people that sit and eat inside but also have people that just need to pick up take-out orders. Due to tight parking downtown it is thought that having two spaces with 15 minute limits will help with turnover on the street and improve parking for everyone.

In order for a parking change to happen there must be city council action on the request. If you would like to give an opinion you are invited to send it in now. If there is enough support for the idea and it is proposed to the city council, you will also be given the chance to comment during a public meeting.

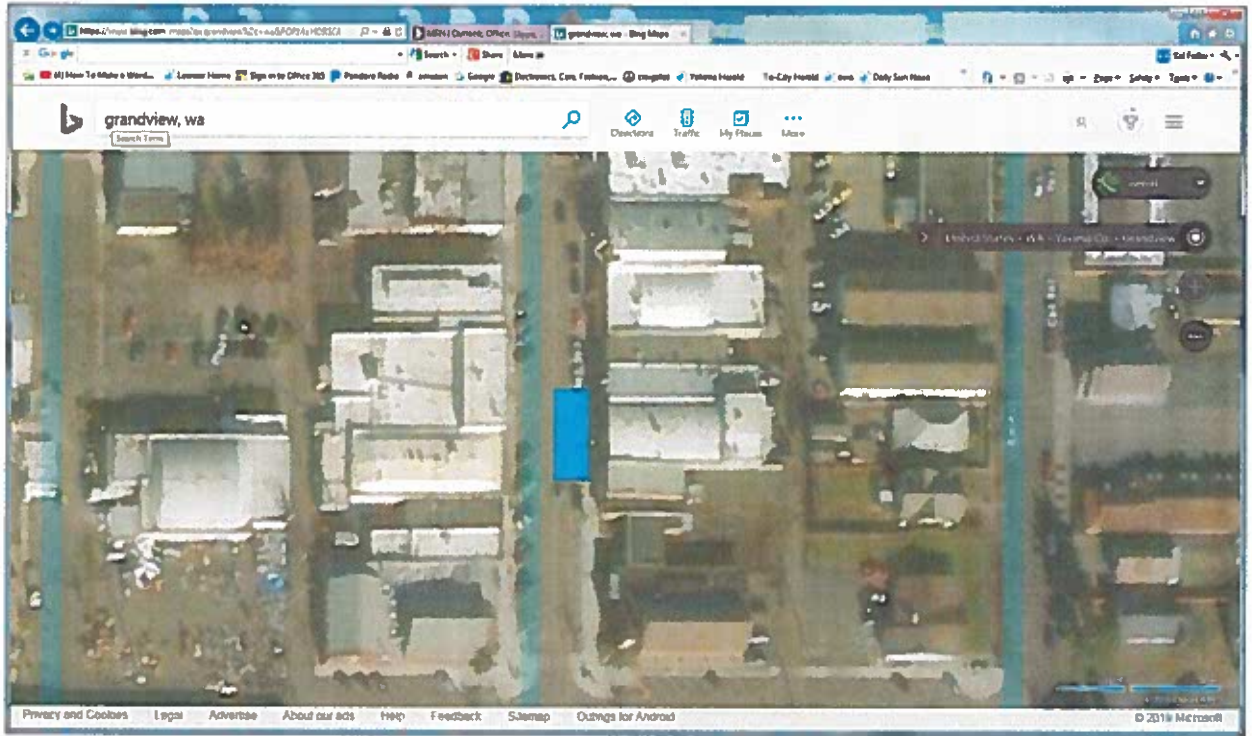
If you have any viewpoint or information on this idea you are invited to mail/drop off comments to Grandview Police Department or email your comments to [kal.fuller@grandviewpd.us](mailto:kal.fuller@grandviewpd.us).

I look forward to hearing from you.

Respectfully,

A handwritten signature in black ink that reads "Kal Fuller".

Kal Fuller  
Chief of Police



**PROPOSED 15 MINUTE PARKING SPACES IN FRONT OF NAPA AT 239 DIVISION ST.**



**ORDINANCE NO. 2019-\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
ADDING A NEW SECTION TO GRANDVIEW MUNICIPAL CODE CHAPTER 10.20  
PARKING ARTICLE II PARKING TIME RESTRICTIONS ENTITLED SECTION  
10.20.045 FIFTEEN MINUTE PARKING**

**WHEREAS**, time restricted parking spaces in the 200 Block of Division Street has been recommended,

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

**Section 1.** There is hereby added a new Section 10.20.045 Fifteen minute parking to the Grandview Municipal Code Chapter 10.20 Parking Article II Parking Time Restrictions which reads:

10.20.045 Fifteen minute parking.

A. Parking at designated stalls located in front of 233 Division Street shall be limited to a maximum of 15 minutes during the hours of 9:00 a.m. to 5:00 p.m. on Mondays through Saturdays, excluding official state holidays. This ordinance shall not apply with respect to vehicles bearing an approved Disabled Parking Permit issued by the State of Washington or other authorized government agency.

B. Impounding Authorized. The Police Department is authorized to impound and store in public garage facilities such vehicles or parts found in violation of this section.

C. Violation – Penalty. Any person violating this section shall be subject to a fine of \$10.00 for each such violation and, in addition, shall pay the costs of impounding such vehicle or parts.

**Section 2.** This ordinance shall be in full force and effect 5 days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2019.

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

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

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

**APPROVED AS TO FORM:**

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

**PUBLICATION:  
EFFECTIVE:**

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

**ITEM TITLE**

Ordinance amending Grandview Municipal Code Section 10.20.070 Parking Prohibited – Penalty on Wine Country Road and Higgins Way

**AGENDA NO.:** New Business 4 (C)

**AGENDA DATE:** March 26, 2019

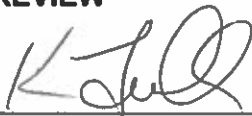
**DEPARTMENT**

Police Department

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

**DEPARTMENT DIRECTOR REVIEW**

Kal Fuller, Police Chief



**CITY ADMINISTRATOR**

**MAYOR**




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

There have been ongoing parking problems for several years in the area of Wine Country Road between Stover interchange and west City limits including Higgins Way.

**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 shoulders of Wine Country Road (WCR) are not built for parking large heavy vehicles. Semi-truck parking in this area is causing damage to the shoulders of the road.

Semi-trucks parking on Higgins Way facing the wrong way are causing unsafe conditions and taking up limited parking spaces.

An addition to the current parking prohibited section of the Grandview Municipal Code (GMC) is necessary to declare WCR from Stover interchange to west City limits as a “No Parking” zone. Another addition will add language to limit parking on Higgins Way to right-hand wheels to the right-hand side of the roadway. Proper signage would then be installed for proper notification and allow for enforcement.

A proposed ordinance amending GMC Section 10.20.070 Parking Prohibited – Penalty has been reviewed by the City Attorney.

**ACTION PROPOSED**

Move an Ordinance amending Grandview Municipal Code Section 10.20.070 Parking Prohibited – Penalty on Wine Country Road and Higgins Way to the April 9, 2019 regular meeting for consideration.

# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 03/12/2019  
**To:** Cus Arteaga, City Administrator  
**From:** Kal Fuller, Chief of Police  
**Re:** No Parking Zones Around Higgins Way.

I have been working to address parking and safety issues in the area of Wine Country Road between the Stover Road interchange and the WalMart Distribution Center on Higgins Way.

The first main concern on Higgins Way was the row of aging poplar trees that were starting to drop limbs on the roadway. That issue was partly addressed last year by starting to remove the trees. There has been money allocated to continue that removal in 2019. As removal progresses the tree issue will be eliminated.

The next most pressing issue is from semi-trucks and trailers parking on Wine Country Road. The edge of the roadway in this area is not built for heavy truck parking and in many areas is not wide enough to keep trucks safely off the roadway and away from passing traffic. It also creates a situation where once one truck parks in the area others start parking there also.

The third issue involves semi-trucks parking on Higgins Way. The east side of the roadway has a shoulder for truck parking. The west side does not. When trucks exit the WalMart lot and park along Higgins Way on the west side it partly blocks the roadway. After leaving the WalMart lot some trucks attempt to park on the east side of Higgins Way by pulling onto the east side parking area but facing south (wrong way facing northbound traffic). They have to cross the oncoming lane of traffic and park with driver side wheels against the curb. They then also have to exit back onto Higgins Way by crossing the oncoming lane of travel. Trucks parking on the wrong side of the roadway not only cause dangerous situations they take up parking spaces for trucks that are waiting to enter the WalMart lot.

As trees are removed from Higgins Way railroad ties are being added along the west side of Higgins Way to discourage trucks from pulling off the roadway to park. Along with this deterrent more "No Parking" signs can be added to highlight what is an illegal practice of blocking the roadway.

To address the second and third issues (trucks parking on WCR and Higgins Way), it is necessary to designate "No Parking" zones by City ordinance.

An ordinance will allow the problem areas to be posted as "No Parking." This will then allow enforcement if necessary. A truck driver from out of the area would currently have no idea that they could not park along WCR wherever it appears there is room. Although the shoulders are not built for truck traffic they appear to be wide enough and safe.

I propose an ordinance addition that declares WCR between west City limits and Stover interchange to be a no parking zone when properly marked. This will give us the ability to start with the most important areas (WCR and Stover/Bethany due to shoulder crumbling) and as money permits continue to move out from there in stages. This will allow time to review each change and evaluate its effectiveness.

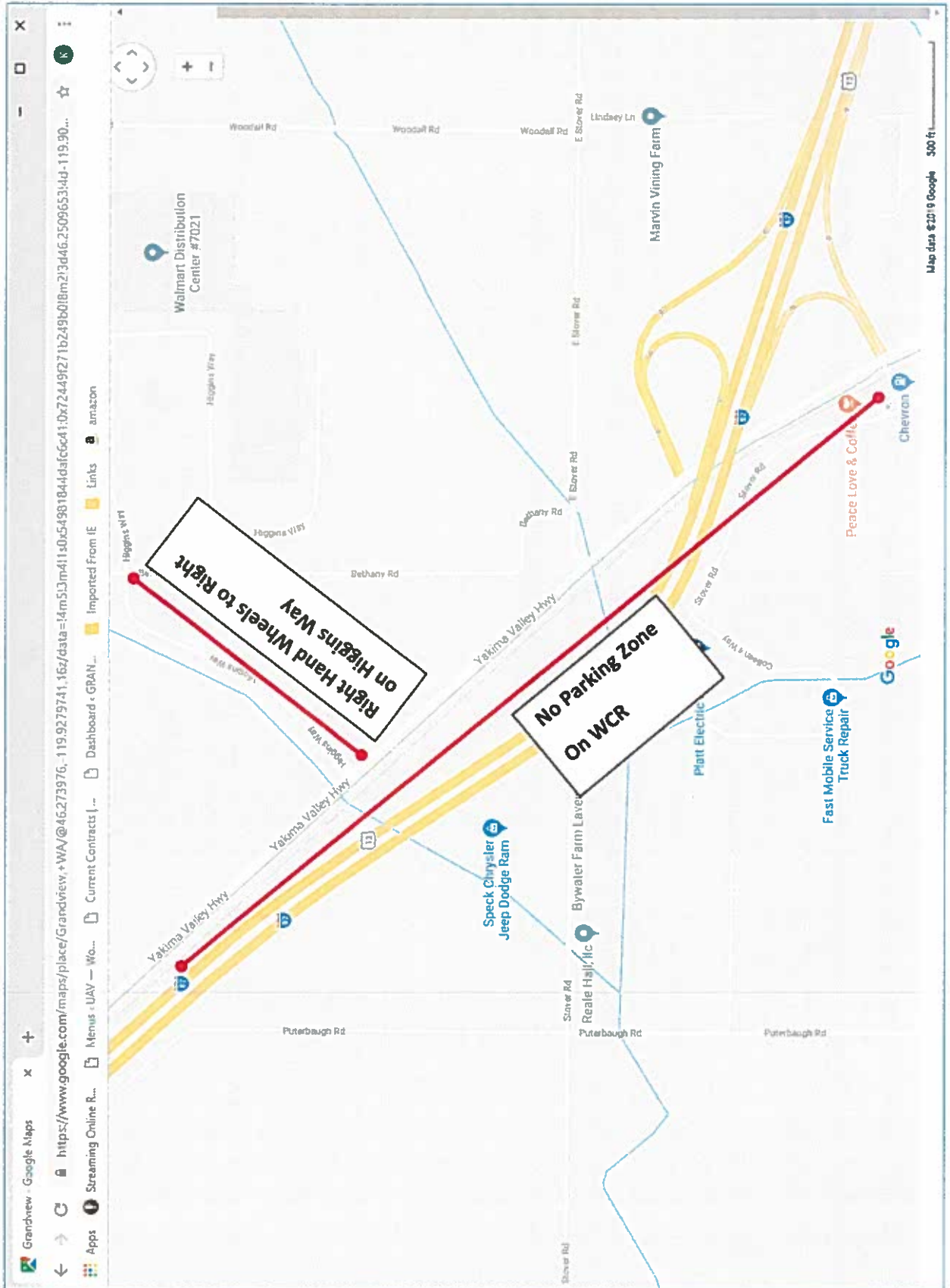
As part of the proposed ordinance addition, I will add in language that mirrors a State RCW that says a vehicle must be parked with its passenger wheels as far to the edge of the right hand shoulder as practical. In this case, it will apply to Higgins Way where properly marked.

If you agree with this plan, I will write up a Committee-of-the-Whole agenda item sheet for presentation later in the month along with some other traffic related ordinances.

Respectfully,

A handwritten signature in black ink that reads "Kal Fuller". The signature is written in a cursive, slightly slanted style.

Kal Fuller  
Chief of Police





bing maps

Grandview, WA  
Population: 11,159 (2016)  
Area: 6.31 sq miles

Aerial view of Higgins Way.



Data from: Wikipedia

**ORDINANCE NO. 2019-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 10.20.070 PARKING  
PROHIBITED – PENALTY ON WINE COUNTRY ROAD AND HIGGINS WAY**

**WHEREAS**, truck traffic volumes along Wine Country Road from Stover Road intersection to the west boundary of City limits and Higgins Way have recently increased; and,

**WHEREAS**, no parking on either side of Wine Country Road from the Stover Road intersection to the west boundary of City limits and parking restrictions on Higgins Way have been recommended; and

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

**Section 1.** Section 10.20.070 Parking prohibited – Penalty of the Grandview Municipal Code which reads:

10.20.070 Parking prohibited – Penalty.

A. Parking is prohibited at all times along the south side of West Fifth Street between Division Street and 150 feet west of Euclid Road and from Velma Street west to the west city limits; on Avenue E on the west side between West Second and West Third; on Hillcrest Avenue on the west side from West Fifth to Rainier; in the alleys between Wine Country Road and Third Street; between Grandridge Road and Ash Street; on Douglas between East Second Street and East Third Street on the west side of the street; on both sides of the street on East Third from Douglas to Elm; on the west side of Euclid from the Union Pacific Railroad tracks south to Fifth Street; on the west side of Hillcrest from Second Street 40 feet south; on the north side of West Fifth Street from Euclid 40 feet west; on the south side of Wine Country Road between Grandridge Road and Avenue A; on Forrest Road where posted and on both sides of Euclid Road from Forsell Road to Wine Country Road; on the east side of Euclid Road from Fifth Street north to Second Street; on the north side of West Second Street from Hillcrest 116 feet west; on the south side of West Second Street from Hillcrest 60 feet west; and on the south side of West Fourth Street from Grandridge Road west to Avenue C.

B. There shall be no parking on the north side of West Second Street, from Avenue G west to Avenue J.

C. There shall be no parking on either side of West Fifth Street between Hillcrest Road to the west city limits.

D. In addition to the no parking regulations set forth in this section, no parking and parking areas may be designated by the chief of police with the approval of the city council. Said authorities shall cause to be posted and maintained proper signs of the

standard designs adopted by the State Highway Commission. It is unlawful for any person to leave a vehicle parked in areas determined, designated and bearing the signs designated herein contrary to said signs.

E. No person shall park or stand a semi, trailer, machinery, equipment or truck as defined at GMC 10.12.010, on any city road or right-of-way, except when actually engaged in loading or unloading the same, or when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer.

F. Any person violating this section shall be subject to a fine of \$25.00 for each violation and, in addition, shall pay the cost of impounding and storage of such vehicle

**is hereby amended to read as follows:**

**10.20.070 Parking prohibited – Penalty.**

A. Parking is prohibited at all times along the south side of West Fifth Street between Division Street and 150 feet west of Euclid Road and from Velma Street west to the west city limits; on Avenue E on the west side between West Second and West Third; on Hillcrest Avenue on the west side from West Fifth to Rainier; in the alleys between Wine Country Road and Third Street; between Grandridge Road and Ash Street; on Douglas between East Second Street and East Third Street on the west side of the street; on both sides of the street on East Third from Douglas to Elm; on the west side of Euclid from the Union Pacific Railroad tracks south to Fifth Street; on the west side of Hillcrest from Second Street 40 feet south; on the north side of West Fifth Street from Euclid 40 feet west; on the south side of Wine Country Road between Grandridge Road and Avenue A; on Forrest Road where posted and on both sides of Euclid Road from Forsell Road to Wine Country Road; on the east side of Euclid Road from Fifth Street north to Second Street; on the north side of West Second Street from Hillcrest 116 feet west; on the south side of West Second Street from Hillcrest 60 feet west; and on the south side of West Fourth Street from Grandridge Road west to Avenue C.

B. There shall be no parking on the north side of West Second Street, from Avenue G west to Avenue J.

C. There shall be no parking on either side of West Fifth Street between Hillcrest Road to the west city limits.

**D. There shall be no parking on either side of Wine Country Road from the Stover Road intersection to the west boundary of City limits.**

**E. Every vehicle stopped or parked upon Higgins Way shall be so stopped or parked with the right-hand wheels parallel to and within twelve inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder. On Higgins Way no person may stop, park, or leave standing any vehicle, whether attended or unattended, upon the roadway or partly blocking the roadway.**

F. In addition to the no parking regulations set forth in this section, no parking and parking areas may be designated by the chief of police with the approval of the city council. Said authorities shall cause to be posted and maintained proper signs of the standard designs adopted by the State Highway Commission. It is unlawful for any person to leave a vehicle parked in areas determined, designated and bearing the signs designated herein contrary to said signs.

G. No person shall park or stand a semi, trailer, machinery, equipment or truck as defined at GMC 10.12.010, on any city road or right-of-way, except when actually engaged in loading or unloading the same, or when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer.

H. Any person violating this section shall be subject to a fine of \$25.00 for each violation and, in addition, shall pay the cost of impounding and storage of such vehicle.

**Section 2.** This ordinance shall be in full force and effect 5 days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2019.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

**PUBLICATION:** \_\_\_\_\_  
**EFFECTIVE:** \_\_\_\_\_

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

**ITEM TITLE**

**AGENDA NO.:** New Business 4 (D)

Ordinance amending Grandview Municipal Code  
Section 10.24.025 Speed Limit – Wine Country Road

**AGENDA DATE:** March 26, 2019

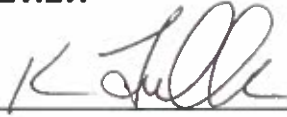
**DEPARTMENT**

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

Police Department

**DEPARTMENT DIRECTOR REVIEW**

Kal Fuller, Police Chief



**CITY ADMINISTRATOR**

**MAYOR**




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

The posted speed limit on East Wine Country Road from the 800 block (Vista Grande Way) to the 1100 block (Exit 75/McCreadie Road) is currently 35 mph. From this point east on Wine Country Road, the speed limit is 50 mph as Wine Country Road continues into Benton County. From this point west on Wine Country Road, the speed limit is 25 mph in City limits.

The posted speed limit on West Wine Country Road from the 1100 block (Euclid Road) to Higgins Way is currently 35 mph. From this point west on Wine Country Road, the speed limit is 55 mph as Wine Country Road continues into Yakima County. From this point east on Wine Country Road, the speed limit is 25 mph in City limits.

**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.

A speed of 35 mph on Wine Country Road as it leaves City limits both east and west was reasonable in the past. Commercial and industrial development has increased in both of these areas. The associated traffic from side streets and businesses has also increased. On the east end of town, a new bus garage location has added to traffic complexity. At this time, it would be safer for vehicle traffic and pedestrians in both areas for the speed limit on Wine Country Road be set at 25 mph. Wine Country Road will then be consistent 25 mph throughout town.

A proposed ordinance amending the speed limit on Wine Country Road has been reviewed by the City Attorney.

**ACTION PROPOSED**

Move an ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit – Wine Country Road to the April 9, 2019 regular meeting for consideration.

# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 03/06/2019  
**To:** Cus Arteaga, City Administrator  
**From:** Kal Fuller, Chief of Police  
**Re:** Wine Country Road Speed Changes

I would like to suggest a speed change on Wine Country Road (WCR) on the east and west ends of town. Current speed through the center of town is 25 mph. I suggest extending the current 25 mph speed limit outwards toward City limits on both the east and west ends. Current posted speed in these areas is 35 mph.

This change was first suggested about two years ago by a citizen. Since that time, I have been tracking statistics and watching some changes in the makeup of these areas that affect traffic safety.

Collision statistics on the east end of town have been slowly increasing each year for the last seven years. Collision statistics of the west end of town have fluctuated and show no pattern.

Back in 2016, I contacted businesses in the affected areas (see letters attached dated March 31, 2016 and April 15, 2016). There was a variety of responses to the increase, but no business was opposed to it. Anyone from the general public that has been asked has expressed no opposition to the change.

On the west end of town, this change will assist in an overall attempt to address issues created by the WalMart Distribution Center's truck traffic.

The speeds on either end of town were reasonable when posted in the past. However over the last several years, a notable increase in development in both of these locations and on side streets feeding into WCR. On the west end of WCR, we have added a warehouse business and a medical clinic. On the east end of town, we have added a truck driving school, lumber retail store, and a school bus garage. All of these contribute to increased vehicle traffic and some foot traffic.

Traffic coming off McCready and entering WCR westbound currently speeds up to 35 mph for a short period then slows down to 25 mph. This happens in an area with a narrow bridge and increased side traffic from the lumber yard and bus garage. The same thing happens for traffic leaving town as it speeds up from 25 mph to 35 mph then has to slow or stop at McCreadie Road. Changing this area to a consistent 25 mph will create a smoother traffic flow and transition.

If the speed change is approved then the exact location of new signs will be determined. I believe that a short transition from incoming speeds of 50 mph or 55 mph to 35 mph is best before reaching the new 25mph zones. This transition zone helps traffic to smoothly slow down rather than needing to brake down. This contributes to traffic safety in those areas.

I will create an agenda item summary sheet for presentation to Council later this month.

Respectfully,

A handwritten signature in black ink that reads "Kal Fuller". The signature is written in a cursive, slightly slanted style.

Kal Fuller  
Chief of Police

cc: Anita Palacios, City Clerk

# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 03/31/16  
**To:** Area Businesses  
**From:** Kal Fuller, Chief of Police  
**Re:** Posted Speed Limit on Wine Country Road

We are currently researching the speed limits on Wine Country Road between Fir Street and Exit 73 (McCreadie Road).

The speed limit in this area is currently 35mph.

Due to increased development in this area, we are researching the possibility of decreasing the posted speed to 25mph.

As businesses move into the area, traffic entering Wine Country Road has increased. There has also been some increase in pedestrian traffic due to the relocation of the Grandview Rose Garden to a location along the pathway. This strip of Wine Country Road that used to be primarily agricultural is now increasingly commercial.

It is believed that lowering the speed limit in this area will provide safer and slower traffic flow. This should allow vehicles entering Wine Country Road from the side streets or businesses, to exit parking lots quicker and merge safer.

As with any change involving public safety, we want to make sure that this change would not create any unforeseen issues.

Since you are in the affected area, or just outside it, I wanted to seek your input or suggestions. Feel free to write me back, or shoot me an email, to express your opinion on the proposed change.

A benefit of living in a small community is the ability to have true feedback directly with those involved in a project like this. Please take the time to let your ideas and feelings be known.

I have attached a map of the proposed changes.

Please feel free to write back at the above address, or to email me at [kal.fuller@co.yakima.wa.us](mailto:kal.fuller@co.yakima.wa.us).

Respectfully,

A handwritten signature in black ink that reads "Kal Fuller". The signature is written in a cursive, flowing style.

Kal Fuller, Chief of Police



# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 04/15/16  
**To:** Area Businesses and Residents  
**From:** Kal Fuller, Chief of Police  
**Re:** Posted Speed Limit on Wine Country Road

We are currently researching the speed limits on Wine Country Road between Fir Street and Exit 73 (McCreadie Road), and also between Euclid Rd and Higgins Way.

The speed limit in these areas is currently 35mph.

Due to increased development in these areas, we are researching the possibility of decreasing the posted speed to 25mph.

As businesses move into these areas, traffic entering Wine Country Road has increased. Some of these areas along Wine Country Road that used to be primarily agricultural are now increasingly commercial. Some additional housing has created more side street traffic onto Wine Country Road.

It is believed that lowering the speed limit in these areas will provide safer and slower traffic flow. This should allow vehicles entering Wine Country Road from the side streets or businesses, to exit parking lots quicker and merge safer. We believe it would lower the number and severity of collisions on Wine Country Road.

As with any change involving public safety, we want to make sure that this change would not create any unforeseen issues. Since you are in the affected area of the change, I wanted to seek your input or suggestions. Feel free to write me back, or shoot me an email, to express your opinion on the proposed change.

A benefit of living in a small community is the ability to have true feedback directly with those involved in a project like this. Please take the time to let your ideas and feelings be known.

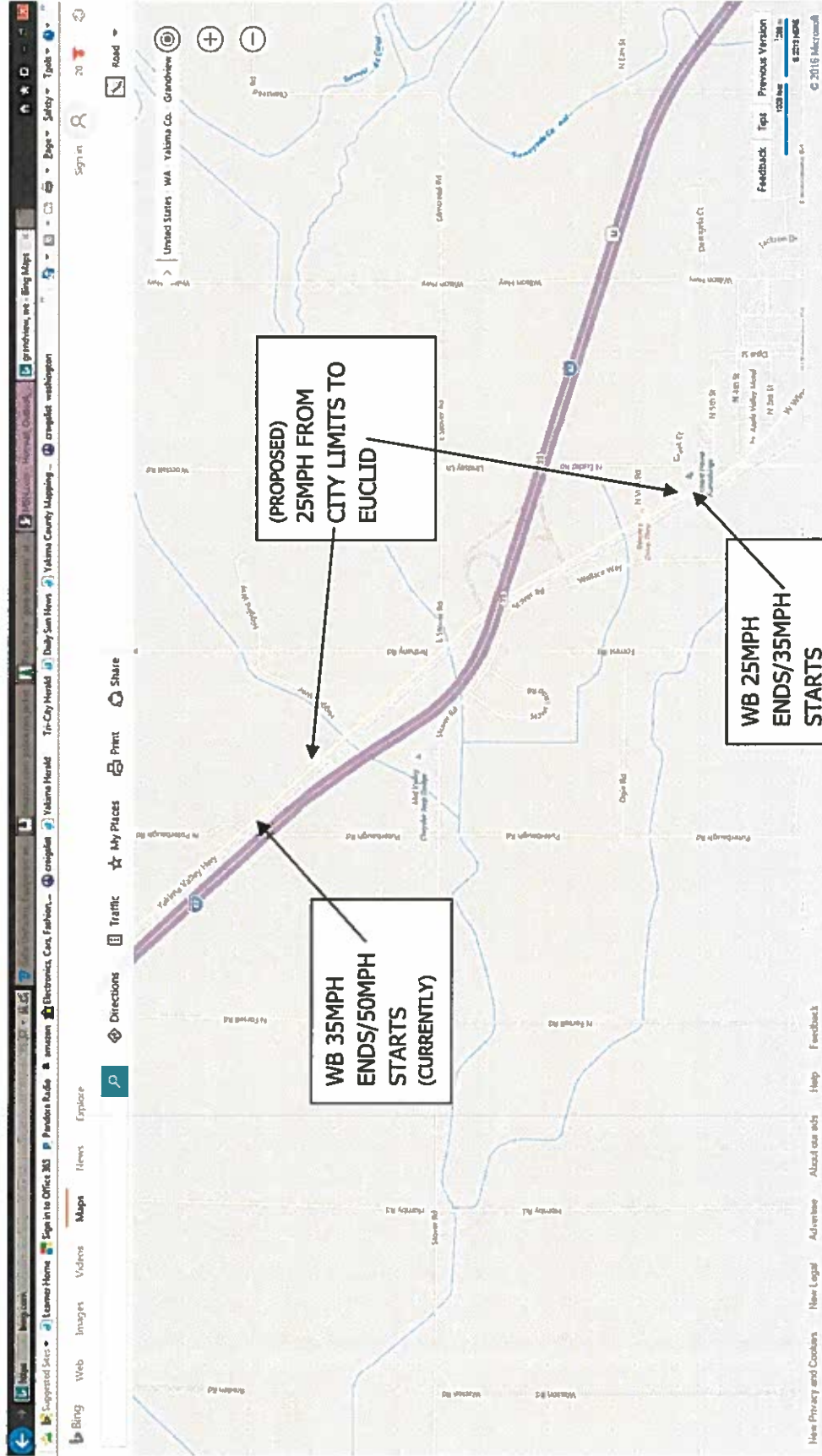
Please feel free to write back at the above address, or to email me at [kal.fuller@co.yakima.wa.us](mailto:kal.fuller@co.yakima.wa.us).

Respectfully,

A handwritten signature in black ink that reads "Kal Fuller".

Kal Fuller  
Chief of Police

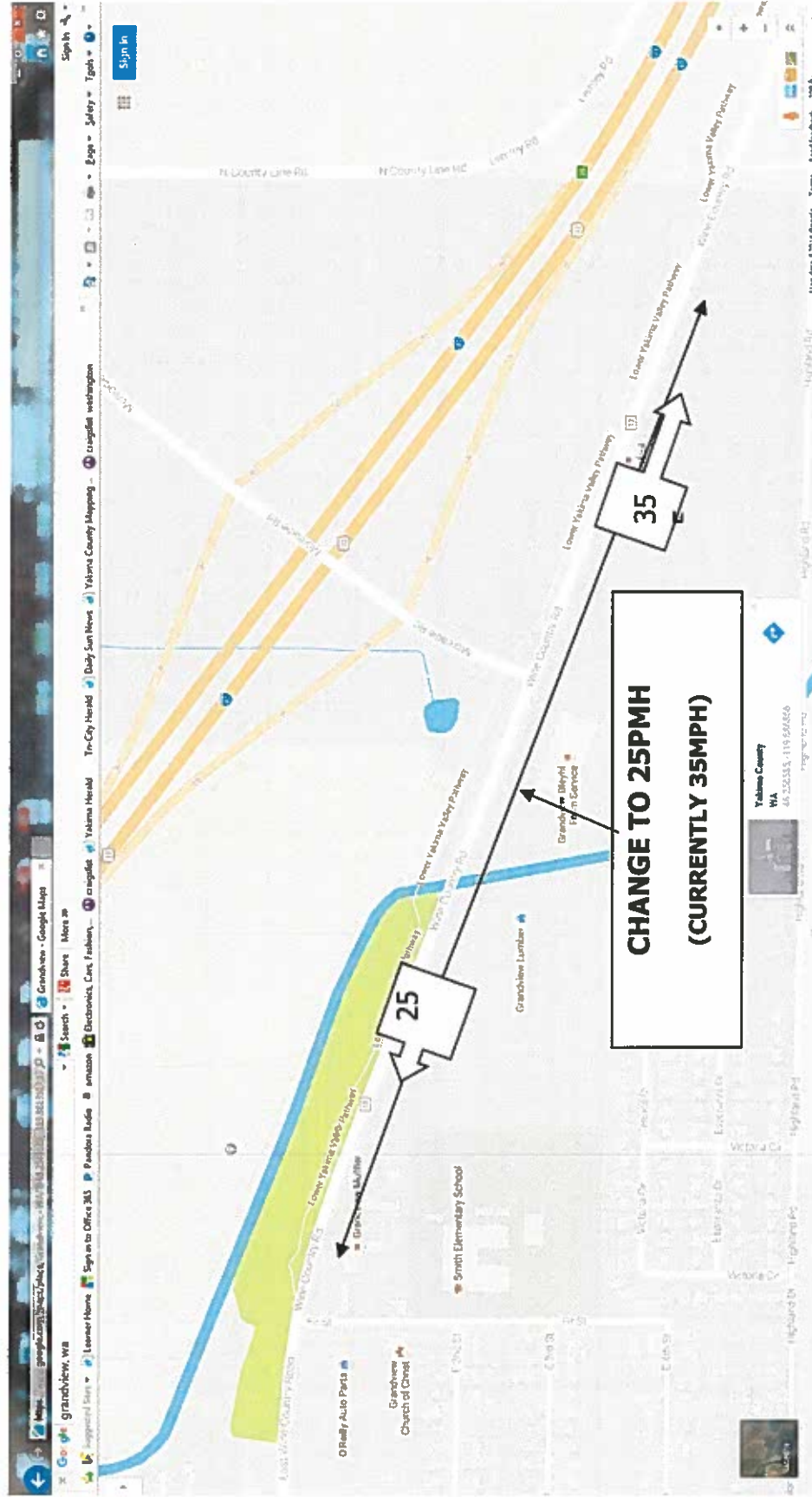
# SPEED CHANGE MAP (WEST WCR)



Map showing change from current 35 mph to 25 mph zone.

# SPEED CHANGE PROPOSAL

Map showing proposed change of 35mph section of WCR to 25mph.



**ORDINANCE NO. 2019-\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 10.24.025  
SPEED LIMIT – WINE COUNTRY ROAD**

**WHEREAS**, reducing the speed limit to 25 mph on Wine Country Road within City limits has been recommended; and

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

**Section 1.** Section 10.24.025 Speed limit – Wine Country Road of the Grandview Municipal Code which reads:

10.24.025 Speed limit – Wine Country Road.

The maximum speed for travel by vehicles on Wine Country Road from Euclid Road west to the west city limits shall be 35 miles per hour and from 500 feet east of Fir Street east to the city limits shall be 35 miles per hour.

**is hereby amended to read as follows:**

10.24.025 Speed limit – Wine Country Road.

The maximum speed for travel by vehicles on Wine Country Road from Euclid Road west to the west city limits shall be 25 miles per hour and from 500 feet east of Fir Street east to the city limits shall be 25 miles per hour.

**Section 2.** This ordinance shall be in full force and effect 5 days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2019.

**MAYOR**

**ATTEST:**

**CITY CLERK**


**APPROVED AS TO FORM:**

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



**PUBLICATION:  
EFFECTIVE:**

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

|   |   |
|---|---|
| <b>ITEM TITLE</b><br>2019 Fuel Bid Award – Bleyhl Co-op | <b>AGENDA NO.:</b> New Business 4 (E)<br><br><b>AGENDA DATE:</b> March 26, 2019 |
| <b>DEPARTMENT</b>                                       | <b>FUNDING CERTIFICATION</b> (City Treasurer)<br>(If applicable)                |

**DEPARTMENT DIRECTOR REVIEW**  
Anita Palacios, City Clerk 

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**CITY ADMINISTRATOR**  **MAYOR** 

**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)  
The City uses a common strategy of having bidders provide a bid that is compared to the Oil Information Price Service (OPIS) rack price for a specified location. The bidder is bidding their margin of markup over the rack price for the delivery location they specify. If fuel prices increase or decrease, the price is adjusted accordingly, but the margin as bid must remain the same.

**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.

Bids to provide fuel for the year beginning April 1, 2019 to March 31, 2020 were opened on March 20, 2019.  
One bid was received as follows:

|   | <b>Bleyhl Co-op<br/>Regular/Unleaded</b> | <b>Bleyhl Co-op<br/>Diesel</b> |
|---|--|--------------------------------|
| Seller's cost per gallon                          | \$2.371                                  | \$2.624                        |
| Margin bid above seller's cost<br>excluding taxes | \$0.045                                  | \$0.045                        |
| <b>TOTAL</b>                                      | <b>\$2.416</b>                           | <b>\$2.669</b>                 |

**ACTION PROPOSED**  
Accept the lowest responsible bid submitted by Bleyhl Co-op in the amount of \$2.416 per gallon for regular/unleaded fuel and \$2.669 per gallon for diesel fuel.



**CITY OF GRANDVIEW  
CALL FOR BIDS TO SUPPLY VEHICLE FUEL**

NOTICE IS HEREBY GIVEN that the City of Grandview, Washington, will receive sealed bids at the office of the City Clerk, 207 West Second Street, Grandview, WA 98930, until **11:00 a.m., Wednesday, March 20, 2019**, for providing vehicle fuel using a card controlled fuel purchase system.

The City uses approximately 42,500 gallons of gasoline and diesel fuel per year. The bids shall be for the year beginning April 1, 2019 to March 31, 2020.

Bids must comply with the "Instruction to Bidders" and be submitted in envelopes marked "Fuel Bid". Bid packets are available from the City Clerk at the above address, PH: (509) 882-9208.

The City of Grandview reserves the right to accept or reject any or all bids and to waive informalities.

**CITY OF GRANDVIEW**  
Anita G. Palacios, MMC  
City Clerk

Publish: Grandview Herald – Wednesday, February 27, 2019

**BID FORM**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will furnish petroleum products and documentation as specified herein as follows:

Bidder's Major Supplier is: Cenex and the OPIS price adjustment reference city shall be: \_\_\_ Seattle; \_\_\_ Spokane; \_\_\_ Moses Lake; \_\_\_ Portland; or X Pasco.

|  | <u>Regular Unleaded</u> | <u>Diesel</u> |
|--|-------------------------|---------------|
| Estimated Annual Gallons:                            | <u>28,000</u>           | <u>14,500</u> |
| Seller's Cost Per Gallon for Friday, March 15, 2019: | <u>2.371</u>            | <u>2.624</u>  |
| Margin Bid Above Seller's Cost Excluding Taxes:      | <u>.045</u>             | <u>.045</u>   |
| TOTAL:   | <u>2.416</u>            | <u>2.669</u>  |

Location(s) of 24-Hour Pumping Facilities with a minimum number of two fueling islands:  
940 E Wine Country Rd Grandview WA      1000 Bennett Ave Prosser WA  
1728 Eastway Dr. Sunnyside WA

Description of Method to be Used to Meet Bid Specifications B Through E: \_\_\_\_\_  
we can send out a supplier Rack Price  
\_\_\_\_\_  
\_\_\_\_\_

This bid shall be valid for a period of thirty (30) days from the bid opening date.

The undersigned hereby submits the above bid to the City of Grandview, together with a bid bond in the amount of \$ \_\_\_\_\_.

Bidders Name: Doug Creach

Company Name: Blechl Coop

Mail Address: 940 E Wine Country Rd STE B

Telephone Number: 509 8823764 Fax Number: 509-882-2353

Signature of Authorized Official: Doug Creach

Title of Official: Energy Sales

**CITY OF GRANDVIEW  
INSTRUCTIONS TO BIDDERS  
FUEL BID**

**SUBMISSION OF BIDS**

Sealed bids shall be addressed or delivered to:

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

The bid envelope shall be clearly marked "FUEL BID."

**CLOSING DATE**

Bids will be received until **11:00 a.m., Wednesday, March 20, 2019.**

**BID OPENING**

Bids will be opened and publicly read aloud in the Council Chambers, City Hall, 207 West Second Street, Grandview, Washington, at **11:00 a.m., Wednesday, March 20, 2019**, at which time interested parties may be present to witness the bid opening.

**ACCEPTABILITY OF BIDS**

Bids must be submitted on the City of Grandview bid form and placed in a sealed envelope. The words "Fuel Bid" must be clearly marked on the front of the envelope.

The bid form must contain the bidders business or home address and must be signed by a duly authorized official.

Bids that are unsigned, incomplete, illegible, unbalanced, obscure, or with any other irregularities may be rejected. The City Council reserves the right to accept any or all bids or any portion thereof and to waive minor irregularities and informalities, at the City's discretion.

The bid shall be valid for thirty (30) calendar days following the bid opening date.

**Prices shall be filled in where indicated on the bid form. Prices shall be net, free on board (FOB) Grandview unless otherwise stated, and shall not include any taxes, nor shall they be subject to any discounts or other conditions.**

Bids must be accompanied by cashier's check, certified check, or bid bond made payable to the City of Grandview in an amount of not less than five percent (5%) of the bid amount. The bid bond amount will be calculated as follows: (the annual estimated gallons) x (Seller's cost per gallon for **Friday, March 15, 2019** + the margin of bid above the sellers cost) x .05.

**BID SPECIFICATIONS**

The products shall conform to the requirements of the Tentative Specifications for Gasoline as approved by the American Society for Testing Materials, ASTM Designation D 439-81. The minimum octane rating shall conform to the Average Knock Index (R+M/2) as follows:

"Regular Unleaded" Minimum Octane 87



The seasonal variation in volatility and vapor pressure shall be substantially maintained in accordance with the schedule set up for the State of Washington as set forth in ASTM specifications above noted.

Bidders shall give the following information relative to each grade of gasoline bid in the spaces provided:

1. The name of the brand under which the gasoline is offered for sale to the general public:

"Regular Unleaded" gasoline: Cenex

"Diesel": Cenex

2. The nature of any added substances other than volatile petroleum hydrocarbons.

"Regular Unleaded" gasoline:

3. The guaranteed average and minimum Octane Number for "Regular Unleaded" grade:

"Regular Unleaded" Average 87 Minimum 87

4. The guaranteed average and maximum Sulphur Content in "Diesel"

Grade No. 2: Average 15ppm Minimum 15ppm

All bids shall be made for a card controlled fuel purchase system for regular gasoline, unleaded gasoline, and diesel fuel. Ease of City staff operation and accounting time for this system will be taken into consideration when determining the low bid.

- A. There must be a "card lock" pumping location in the City of Grandview with 24 hour service and a **minimum number of two fueling islands.**
- B. At the time of purchase, the vehicle, person obtaining fuel, and odometer reading must be identified and recorded by the supplier.
- C. The supplier shall furnish two numbered cards for each vehicle. There are approximately 70 vehicles.
- D. The supplier shall provide security codes for all City vehicle operators, to be used in conjunction with the vehicle cards for purchases of fuel. There are approximately 60 employees.
- E. The supplier must provide a monthly accounting that must include an itemized account detailing the activity of each vehicle. This accounting as a minimum must sub-total by vehicle and list: date, time, vehicle card number, person obtaining fuel, odometer reading, type of fuel, gallons and actual price charged. Each monthly billing shall also include copies of the appropriate weekly OPIS publication for that billing cycle or the major supplier's price change letter.

## **PRICING, PRICE ESCALATION - BULK FUELS**

- A. Contract prices will be allowed to increase or decrease after bid opening and during the term of the contract. All contract price adjustments shall be based on the change in the vendor's major supplier's listed price for one of the following P.A.D cities: Seattle, Spokane, Portland, Moses Lake, or Pasco as reported in the weekly publications, Oil Price Information Service (OPIS) published by the United Communications Group. A second method shall be to reference the major supplier's price change letter which reflects changes at the location of your plant.
- B. Bidder shall specify his supplier (See Requirements and the Bid Proposal) and the price adjustment reference city (Seattle, Spokane, Portland, Moses Lake, or Pasco) to be used for contract price adjustments on the Bid Proposal. Only one supplier and one reference city may be specified by each bidder. A copy of the appropriate OPIS publication, or in the case of the second method (above) the calculation price shall be your buying price per gallon with Federal and State taxes excluded, used as a bidding reference and must be included with the bid submitted. If OPIS does not list one or more supplier product prices for a reference city, the listed average price for that city shall be used.
- C. Any upward or downward change in the major supplier's prices from one OPIS publication to the next, or change in the price from the major supplier's price change letter will be added or subtracted from the previous contract price but the margin as bid will remain the same. It is important to note that the difference between the Bid Price and the selected OPIS Price or major suppliers price change letter at the time of the bid, must be maintained throughout the period of the contract. The effective date of the price change will be on Thursday following the date of the publication which reflects the price change.
- D. The first price adjustment shall be based on the difference in the prices for the last OPIS publication issue or major supplier's price change letter prior to the effective date of the contract. Any upward or downward change in the comparison of prices will be added to or subtracted from bid prices with the effective date of such change to be the **first of April 2019** rather than the following Thursday.

## **BIDDERS QUALIFICATIONS**

Bidders may be required to submit evidence as to their ability to supply and provide the above defined service and should be prepared to satisfy the City as to their competency to meet the specifications and conditions. Bidders, when required by law, shall be licensed and bonded by the State of Washington.

## **CONDITIONS**

The bidder is fully responsible for obtaining all information for the preparation of this bid.

## **LIABILITY**

The bidder shall ensure that the City, it's officers and employees, are held harmless from any liability whatsoever arising out of the bidder's performance or non-performance of the term of this bid, including the performance and non-performance by any sub-contractor or employee.

**CONTRACTORS PROTECTIVE CLAUSE**

There shall be no obligation to deliver any or all of the products included in this proposal in the customary manner when such deliveries are prevented or hindered by Act of God, fire, strike, partial or total interruptions or loss or shortage of transportation facilities, or by other similar or different acts of civil or military authorities, or by other like causes beyond the control of the contractor.

**FURTHER INFORMATION**

Contact Anita Palacios, City Clerk, 207 West Second Street, Grandview, Washington, 98930, or PH: (509) 882-9208.

December 19, 2018

City of Grandview  
City Clerk  
207 W. 2nd. Street  
Grandview, WA. 98930

Dear Sue,

Shown below is the current CENEX rack pricing at Pasco, WA.  
We are furnishing this information per the original fuel bid specifications.  
Price confirmations are sent weekly, and may not reflect a price change.

|                                      | <u>Unlead</u>  | <u>ULSD#2</u>  |
|--------------------------------------|----------------|----------------|
| Pasco Rack                           | \$1.852        | \$2.079        |
| WA Haz. Tax (.7% of rack)            | \$0.013        | \$0.015        |
| WA Petroleum product Tax(.5%of rack) | \$0.009        | \$0.010        |
| Bid over Rack                        | \$0.045        | \$0.045        |
| <i>Sub-Total 1:</i>                  | <u>\$1.919</u> | <u>\$2.149</u> |
| Schaeffer Additive                   | N/A            | \$0.023        |
| <i>Sub-Total 2:</i>                  | <u>\$1.919</u> | <u>\$2.172</u> |
| Fed Oil Spill Recovery               | \$0.00171      | \$0.00195      |
| Fed Road Tax 10% Eth cr              | \$0.184        | \$0.244        |
| State Road Tax                       | \$0.494        | \$0.494        |
|                                      | <u>\$2.599</u> | <u>\$2.912</u> |
| Less Fed Rd Tax Credit               | -0.183         | -\$0.243       |
| <b>FUEL COST</b>                     | <u>\$2.416</u> | <u>\$2.669</u> |

Sincerely,

Justin Carey  
VP of Energy  
Bleyhl Farm Service, Inc.

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

**ITEM TITLE**

Resolution amending the Council Procedure Manual to reflect that regular meetings of the City Council consist of a 6:00 p.m. Committee meeting and a 7:00 p.m. business meeting on the second and fourth Tuesday of each month

**AGENDA NO.:** New Business 4 (F)

**AGENDA DATE:** March 26, 2019

**DEPARTMENT**

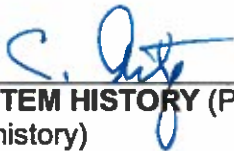
Legal

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

**DEPARTMENT DIRECTOR REVIEW**

Quinn Plant, City Attorney

**CITY ADMINISTRATOR**



**MAYOR**



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

At the Council meeting on March 12, 2019, City staff were requested to review a change to the Council Procedure Manual to clarify that the 6:00 p.m. Committee-of-the-Whole meeting and 7:00 p.m. business meeting are "regular" meetings of the City Council.

**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 background to the recommendation was provided to the City Council for consideration on March 12, 2019. As stated therein, the amendment being proposed to the Council Procedure Manual will clarify ambiguity in the manual.

**ACTION PROPOSED**

Move a resolution amending the Council Procedure Manual to reflect that regular meetings of the City Council consist of a 6:00 p.m. Committee meeting and a 7:00 p.m. business meeting on the second and fourth Tuesday of each month to the April 9, 2019 regular meeting for consideration.

RESOLUTION NO. 2019-\_\_\_\_\_

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE COUNCIL PROCEDURES MANUAL TO REFLECT THAT  
REGULAR MEETINGS OF THE CITY COUNCIL CONSIST OF A 6:00 P.M.  
COMMITTEE MEETING AND A 7:00 P.M. BUSINESS MEETING ON THE SECOND  
AND FOURTH TUESDAY OF EACH MONTH**

**WHEREAS**, the City Council adopted a Council Procedure Manual in 1986 for the purpose of outlining procedures to be followed by the City Council in the conduct of municipal business; and

**WHEREAS**, it has from time to time been necessary to amend the Council Procedures Manual to reflect changes in Council operations or applicable law; and

**WHEREAS**, the Council Procedures manual needs to be amended to clarify that the "regular meeting," as that term is used at RCW 42.30,070, consists of a Committee-of-the-Whole meeting at 6:00 p.m. and a business meeting at 7:00 p.m.; and

**WHEREAS**, the City Council finds and determines that amending the Council Procedure Manual in such a manner that the manual be consistent with the Grandview Municipal Code and current Council operations is in the best interest of the residents of the City of Grandview and will promote the general health, safety and welfare;

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

1. Section 2.1 of the Council Procedures Manual, which currently reads as follows:

2.1 **Day and Time of Regular Meetings**: The regular meeting of the Council shall be held on the second and fourth Tuesday of each and every month at the hour of 7:00 p.m.; provided, that regular meetings shall be held on the next succeeding day when the meeting day is a state-established holiday.

**is hereby amended to read as follows:**

2.1 **Day and Time of Regular Meetings**: The regular meetings of the Council shall be held on the second and fourth Tuesdays of each and every month and shall consist of a Committee-of-the-Whole meeting at 6:00 p.m. and a business meeting at 7:00 p.m.; provided, that regular meetings shall be held on the next succeeding day when the meeting day is a state-established holiday.

2. Except as expressly provided herein, the Council Procedures Manual shall remain unchanged.

**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**