

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, MAY 14, 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. NoaNet Franchise Agreement Request – Chris Walker, Telecommunications Director 1-10
 - Ordinance granting to Northwest Open Access Network, (NoaNet), a Washington non-profit mutual corporation, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services 11-21
 - B. Formal request for sidewalk use by downtown establishments – Humberto Rodriguez 22-27
 - C. Old Inland Empire Road Improvements Update – HLA Engineering 28-32
 - Resolution authorizing the Mayor to sign Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for professional engineering services relating to the Old Inland Empire Highway Improvements 33-34
 - Resolution authorizing the Mayor to sign the Local Agency Agreement Supplemental Number 1 with the Washington State Department of Transportation for the Old Inland Empire Highway Improvements 35-42
 - D. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2019 Swim Team Program 43-48
 - E. Ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit – Wine Country Road 49-51
 - F. Ordinance amending Grandview Municipal Code Chapter 5.04 Business Licenses to accommodate suggestions by the Washington State Department of Revenue for the business license conversion 52-58
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

Anita Palacios

From: Chris Walker <cwalker@noanet.net>
Sent: Friday, February 22, 2019 10:03 AM
To: Anita Palacios
Cc: Stephanie Austin; Cus Arteaga; Chris Walker
Subject: Franchise Agreement Request -- NoaNet

Good Morning Anita,

I'd like to request a Franchise Agreement for the purposes of Telecommunications and associated apparatus (fiber optic network) as well as for Distributed Antenna and Small Cell Wireless Systems. Governor Inslee has proposed the creation of a statewide broadband office to facilitate the development of rural broadband in the State of Washington, calling for \$25 million in bonds and grants for approved broadband infrastructure projects. NoaNet will be an authorized applicant for funding and we hope to encourage further development of the \$160 million dollar network we constructed from the 2009 American Recovery and Reinvestment Act.

Northwest Open Access Network (NoaNet) is a not for profit wholesale telecommunications company formed by several Public utility Districts (PUDs) in Washington to bring high-speed telecommunication services into underserved communities for utility uses and use by their constituents. NoaNet operates a fiber optic network throughout the state, connecting the local PUD communications networks to each other and to the major carrier connection points in Seattle, Spokane and Portland. Our Vision is building communities by bridging the digital divide. Our Mission is to develop and operate a reliable public open-access broadband communication network to facilitate member utility operations and rural access to broadband services. You can review further by going to www.noanet.net, or I can be reached at 509-456-3619 for further discussion, or can respond to email just as well. Thanks for your time and consideration.

Chris Walker

Telecommunications Director, NoaNet

Direct: (509) 456-3619 | NOC: (866) 662-6380 | www.noanet.net

Getting Connected:

NoaNet's Background and Vision for
Broadband Deployment in Washington State

May, 2019| Grandview, WA

WHO are we

NoaNet is a Non-profit Municipal Corporation serving Washington State

- RCW Chapter 24.06

Our Owner-Members are Public Entities

- 9 Public Utility Districts and one Joint Operating Agency
- Serving the public is at the core of everything we do
- Member Representatives from each Owner – 7 Directors on 3 year terms

We consist of 61 employees located throughout PNW

- Lean, mean broadband-deploying machine
- Headquarters in Gig Harbor, WA
- Network Operations Center in Spokane, WA

We are a Registered Telecom. Carrier with WUTC, OPUC and FCC – CLEC

www.noanet.net



WHAT we are made of

NoaNet has over 3,300 miles of fiber in the State of Washington

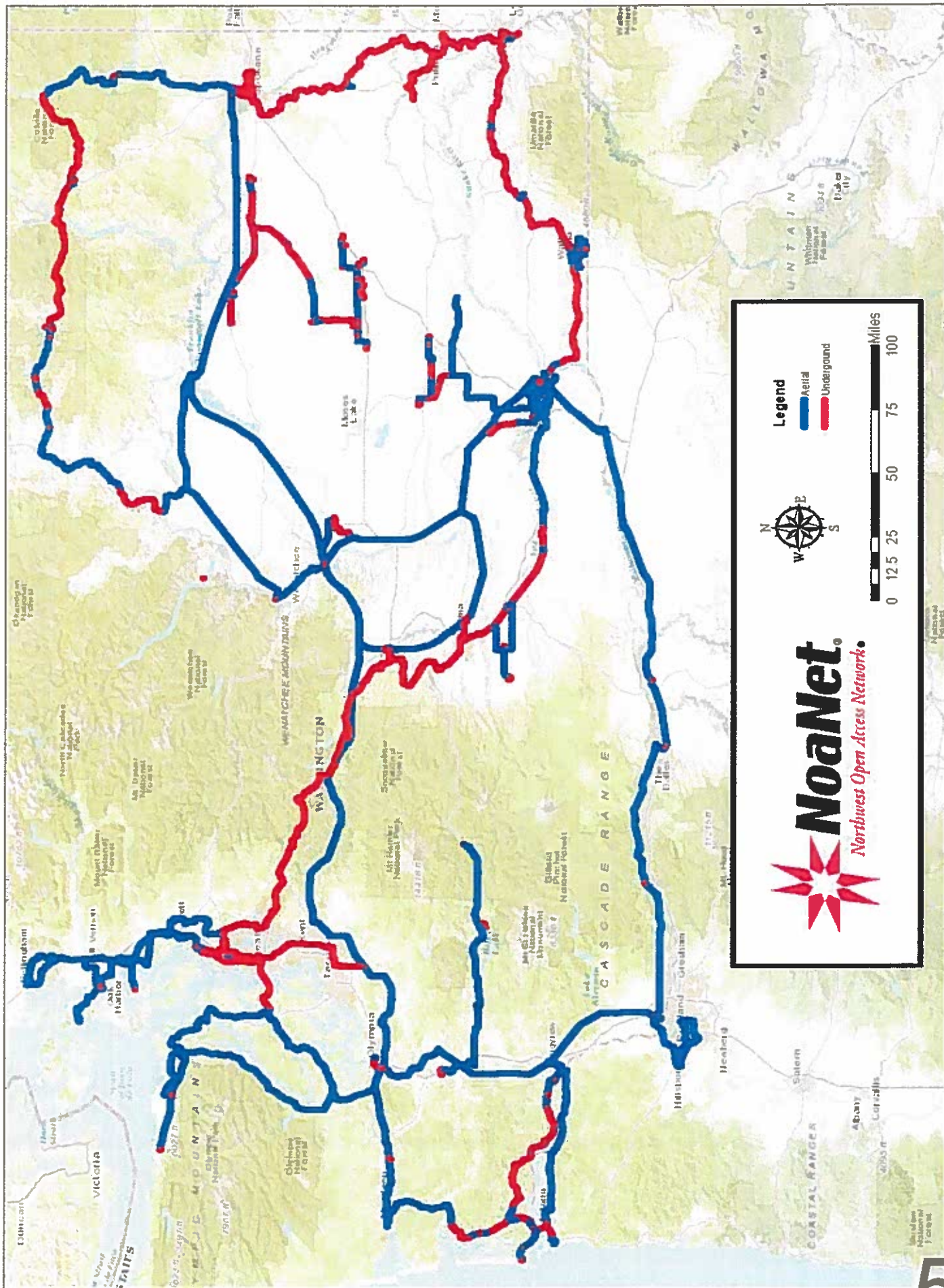
- Long haul, middle mile and local loop
- We started 20 years ago with 4 OC-48's of capacity, we are now an 80 channel multi-gig transport network ranging from 10G, 40G and up to 100G. MPLS Core.
- 26 Core Network Points of Presence, many intermediate aggregation sites, and 3,500+ end points

NoaNet has Multi-platform Internet, Ethernet, Data Center, VOIP, Access and Surveillance, and OTT product offerings

- A la cart model to serve the unique needs of each community
- Always looking to the horizon. What's next?

www.noanet.net





WHY do we do this

NoaNet's Mission Statement

Leverage relationships and resources to develop and operate a world class open access information platform and network that enhances people's lives and business opportunities in the State of Washington and facilitates member utility operations

NoaNet's Vision

- To support the needs of Federal, State and Local Governments to bring ubiquitous access to quality services
- Bring access to anchor institutions: Schools, Hospitals, Libraries and Businesses
- Investment in the economic vitality of all communities in Washington through fiscally-sound build-out planning
- Increase competition to encourage best value in rural broadband market

www.noanet.net



HOW do we do this

Bottom line: Rural Telecom is tough

- We work hand in hand with our member communities to develop business models for successful rural broadband
- We build relationships with Service Providers, Content Providers and other Local Exchange Carriers to deliver high capacity broadband at affordable rates
- Create state wide broadband networks for city, county, and state agencies
- Develop solutions to enable business and economic development in unserved and underserved communities
- Support local broadband initiatives

www.noanet.net



City Build



HOW does the future look?

Smart City Technologies, Fixed Wireless, and 5G

Public Safety

- Smart Lighting Hub and Environmental Sensors
- 360 Video Surveillance
- Gunshot Detection System

Transportation and Traffic Management

- LED displays for parking and information and safety alerts
- WiFi hub capabilities
- Charging integration for e-vehicles and smart devices

Environment Monitoring

- High Efficiency SMART LED lighting
- RFID Technology
- Customizable Sensor Mount System

www.noanet.net



NoaNet: The Road to Broadband



Chris Walker
Telecommunications Director, NoaNet
cwalker@noanet.net

ORDINANCE NO. 2019-___

**AN ORDINANCE OF CITY OF GRANDVIEW, WASHINGTON,
GRANTING TO NORTHWEST OPEN ACCESS NETWORK, (NoaNet), A
WASHINGTON NON-PROFIT MUTUAL CORPORATION, THE NONEXCLUSIVE
RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT,
INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE
FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE
AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF
TELECOMMUNICATIONS AND COMMUNICATIONS SERVICES**

WHEREAS, Northwest Open Access Network, (hereinafter "NoaNet"), a Washington non-profit mutual corporation, has filed with the City of Grandview, State of Washington (the "City") a written application for a Franchise to locate, construct, operate, maintain a fiber optic communication system and personal wireless services facility and use such works, underground and overhead cables, equipment, pedestals, antenna and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of wireline and wireless telecommunications and communications services;

WHEREAS, the City Commissioners has found it desirable for the welfare of the City and its residents that such non-exclusive franchise be granted to the Franchisee.

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

SECTION 1.0 DEFINITIONS

For the purposes of this Franchise the following terms, phrases, words and their derivations shall have the meaning given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined shall be given their common and ordinary meaning.

1.1 Franchisee. "Franchisee" means Northwest Open Access Network, a Washington non-profit mutual corporation, and its lawful successors, transferee and assignee thereof.

1.2 City. "City" means City of Grandview, a municipal corporation of the State of Washington, and its respective successors and assigns.

1.3 Days. "Days" means business days.

1.4 Effective Date. "Effective Date" means the date of legal publication of this Ordinance, upon which the rights, duties and obligations of this Franchise shall come into effect, and the date from which the time requirement for any notice, extension and/or renewal shall be measured.

1.5 Facilities. "Facilities" means, collectively, any and all transmission and distribution systems and appurtenances owned by the Franchisee, now and in the future in the Franchise Area, including but not limited to, poles, wires, pipes, conduits and other appliances and conductors for such Telecommunications system.

1.6 Franchise. "Franchise" means the grant by the City of rights, privileges and authority embodied in this Ordinance.

1.7 Franchise Area. "Franchise Area" means the surface and space above and below all rights-of-way for:

- (i) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways of the City, as now laid out, platted, dedicated, acquired or improved within the present corporate limits of the City;
- (ii) public roads, streets, avenues, alleys, bridges, tunnels, easements, and highways that may hereafter be laid out, platted, dedicated, acquired or improved within the present corporate limits of the City and as such limits may be extended by annexation or otherwise during the term of this Franchise;
- (iii) all City-owned utility easements dedicated for the placement and location of various utilities, provided such easements would permit the Franchisee to fully exercise the rights granted under this Franchise within the area covered by the easement; and
- (iv) any other specifically designated City-owned property.

1.8 Maintenance, maintaining, or maintain. The meaning of the terms "Maintenance, maintaining, or maintain" includes, without limit, repairing, replacing, upgrading, examining, testing, inspecting, and removing the Franchisee Facilities, vegetation management, digging and excavating, and restoration of affected right-of-way surfaces.

1.9 Parties. "Parties" means City and the Franchisee collectively.

1.10 Party. "Party" means either City or the Franchisee individually.

1.11 Person. "Person" means a business entity or natural person.

1.12 Public Project. "Public Project" means any City or other government-funded capital improvement project on the Rights-of-way or City property within the Franchise Area.

1.13 Right-of-Way. "Right-of-way" means the surface of and the space along, above, and below any street, road, highway, freeway, lane, sidewalk, alley, utility easement and/or right-of-way now or hereafter held or administered by the City.

1.14 State. "State" means the State of Washington.

SECTION 2.0 GRANT OF FRANCHISE

City hereby grants to the Franchisee the right, power, privilege and authority to enter upon all roads, rights of way, streets, alleys, highways, public places or structures, lying within the Franchise Area to locate, construct, operate and maintain its Facilities for

the maintenance and operation of a telecommunications and communications system within the Franchise Area.

2.1 Effective Date

This Ordinance is effective as of the date of approval, passage and publication as required by law.

2.2 Term

The rights, privileges and Franchise hereby granted to the Franchisee will extend for a term of 25 years from the Effective Date, and shall continue year-to-year thereafter, until it is otherwise renewed for another 25-year term, or terminated by either Party, with not less than 180 days prior written notice to the other Party.

2.3 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area that do not interfere with the Franchisee's rights under this Franchise. City may not, however, award a Telecommunications Franchise to another party under more favorable or less onerous terms than those of this Franchise without this Franchise being amended to reflect such more favorable or less onerous terms.

2.4 Assignment of Franchise

The Franchisee shall have the right to assign its rights, benefits and privileges under this Franchise. Any assignee shall, within thirty (30) days of the date of any assignment, file written notice of the assignment with the City together with its written acceptance of all terms and conditions of this Franchise. As permitted by law and Commission regulation, the Franchisee shall have the right, without notice to or consent of the City, to mortgage or hypothecate its rights, benefits and privileges in and under this Franchise as security for indebtedness.

2.5 Franchise Taxes, Fees and Costs

The Franchisee shall pay all permitting, license fees, costs and/or utility privilege taxes which it might be required to pay in connection with the issuance, maintenance, existence, continuation, or use of this Franchise, to the extent permitted by State law or the City ordinance now in effect or enacted during the term of this Franchise. The City reserves the right to designate the time and manner of payment of such fees, costs or taxes owed by the Franchisee in connection with this Franchise. To the extent that any Franchise fees, taxes or other costs are imposed on the Franchisee, as specifically provided by RCW 35.21.860, the city may not impose a franchise fee or any other fee or charge of whatever nature or description upon revenues derived by NoaNet for use of the right-of-way.

SECTION 3.0 FRANCHISEE'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

In carrying out any authorized activities under the privileges granted by this Franchise, the Franchisee shall meet accepted industry standards and codes and shall comply with all applicable laws, regulations and ordinances of any governmental entity with jurisdiction over the Franchisee's Facilities in the Franchise Area. This includes all applicable, laws, regulations and ordinances existing as of the Effective Date or may be subsequently enacted by any governmental entity with jurisdiction over the Franchisee's operations within the Franchise Area. The City shall have the right to make and enforce reasonable rules and regulations pertaining to the conduct of the Franchisee's operations within the Franchise Area. Prior to the adoption of any new rule, procedure or policy, the Franchisee shall be provided a written draft document for comment with a response period of not less than thirty days.

3.2 Facility Location and Non-Interference

The Franchisee shall have the discretion to determine the placement of its Facilities as may be necessary to provide safe and reliable telecommunications service within the Franchise Area, subject to the following non-interference requirements. All construction, installation, repair or relocation of the Franchisee's Facilities performed by the Franchisee in the Franchise Area will be done in such a manner as not to interfere with the construction and maintenance of other utilities, drains, drainage and irrigation ditches and structures, and City-owned property within the Franchise Area.

3.3 Facility Location Information

The Franchisee shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. The Franchisee does not warrant the accuracy of any such Facility location information provided and, to the extent the location of Facilities is shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of the Franchisee or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management

The right of the Franchisee to maintain its Facilities shall include the right, as exercised in the Franchisee's professional discretion, to utilize an integrated vegetation management program to minimize the likelihood that encroaching (either above or below the ground) vegetation can interfere with or limit access to the Franchisee's Facilities or pose a threat to public safety and welfare. The Franchisee or its agents may accordingly

remove or limit the growth of vegetation which encroaches upon its Telecommunications transmission and distribution corridors within the Franchise Area.

3.5 Right of Excavation

For the purpose of implementing the privileges granted under this Franchise, and after any required notification is made to the City, the Franchisee is authorized to make any necessary excavations in, under and across the streets, alleys, roads, rights of way and public grounds within the Franchise Area. Such excavation shall be carried out with reasonable dispatch and with as little interference with or inconvenience to the public as may be feasible. The Franchisee shall remove all debris stemming from excavation and construction. The Right-of-way surface shall be restored by the Franchisee after excavation, in accordance with applicable City and Franchisee specifications.

3.6 Emergency Work

In the event of an emergency requiring immediate action by the Franchisee to protect its Facilities, or the property of the City or other persons in the Franchise Area, the Franchisee may immediately proceed with excavation or other Right-of-way work, with concurrent notice to the City to the extent possible.

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

The City, in granting this Franchise, does not waive any rights which it may now have or may subsequently acquire with respect to road rights-of-way or other property of City under this Franchise, and this Franchise shall not be construed to deprive the City of any such powers, rights or privileges which it now has or may hereafter acquire to regulate the use of and to control the City's roads, rights of way and other public property covered by this Franchise. Nothing in the terms of this Franchise shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of this State.

4.1 Necessary Construction/Maintenance By City

The construction, operation and maintenance of the Franchisee's Facilities authorized by this Franchise shall not preclude the City, its agents or its contractors, from grading, excavating, or doing other necessary road work contiguous to the Franchisee's Facilities, provided that the Franchisee shall be given not less than ten business days' notice of said work, and provided further that the City, its agents and contractors, shall be liable for any damages, including any consequential damages to third parties, caused by said work to any installations belonging to the Franchisee.

4.2 Removal of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct the Franchisee to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health

and safety. If it becomes necessary for the City to remove the designated Facilities the City shall be paid the reasonable and actual costs of removal by the Franchisee.

4.3 Vacation of Properties By City

If, at any time, the City shall vacate any road, right of way or other public property which is subject to rights granted by this Franchise, such vacation shall be subject to the reservation of a perpetual easement to the Franchisee for the purpose of operating and maintaining the Franchisee's Facilities on the affected property. The City shall, in its vacation procedure, reserve and grant said easement to the Franchisee for the Franchisee's Facilities and shall also expressly prohibit any use of the vacated properties which will interfere with the Franchisee's full enjoyment and use of said easement.

SECTION 5.0 RELOCATION OF FRANCHISEE'S FACILITIES

5.1 Public Project Construction

Whenever the City causes the construction of any Public Project and/or the alteration or improvement of any road, highway or Right-of-way within the Franchise Area, and such construction necessitates the relocation of the Franchisee's Facilities from their existing location to another location within the Franchise Area, such relocation will be at no cost to the City. City shall notify the Franchisee of any intended or expected requirement or request to relocate the Franchisee's Facilities as early as practicable, but not less than 120 days prior to any such relocation. After receipt of such notice, the Franchisee shall complete relocation of its Facilities at least ten days prior to commencement of the project or an agreed upon date by both parties. If any relocation to accommodate the City forces the Franchisee off of a right-of-way then City will make a reasonable effort to accommodate said relocation on alternative public Right-of-way.

5.2 Public Project Related Relocation Costs

The City shall have no responsibility for the costs of the relocations described in Section 5.1 unless City has failed to provide the required advanced notice, then any and all reasonable excess costs caused by the failure to provide such notice shall be paid by the City. If the City requires the subsequent relocation of any the Franchisee Facilities previously relocated per Section 5.1, due to a Public Project within five years from the date of the initial relocation, the City shall bear the entire cost of such subsequent relocation.

5.3 Relocation of Facilities Requested By Third Parties

If the Franchisee's Facilities within the Franchise Area are to be relocated at the request of or for the primary benefit of a third party (including compliance by such party with any condition or requirement associated with approvals or permits to be obtained pursuant to any zoning, land use, construction or other development regulation), the City shall not require the Franchisee to relocate its Facilities until such time as the third party has entered into an agreement with the Franchisee for the up-front reimbursement of Facility relocation costs, as specified by applicable tariffs.

5.4 Availability of Other Funds

In the event federal, state or other funds are available in whole or in part for utility relocating purposes related to a Public Project, the City shall apply for such funds and the Franchisee will be reimbursed to the extent any such funds are actually obtained.

SECTION 6.0 INSURANCE AND INDEMNIFICATION

6.1 Insurance

Within ninety (90) days following the grant of a franchise, the Franchisee shall obtain, pay all premiums for and make available to the City at its request copies of the following insurance policies:

- (i) A general comprehensive liability policy indemnifying, defending and saving harmless the City, its officers, boards, commissions, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Franchisee under the franchise herein granted, or alleged to have been so caused or occurred, with a minimum liability of One Million Dollars (\$1,000,000) per personal injury or death of any one person, and Two Million Dollars (\$2,000,000) for personal injury or death of any two or more persons in any one occurrence;
- (ii) Property damage insurance for property damage occasioned by the operation of the Franchisee under the franchise herein granted, or alleged to have been so caused or occurred, with a minimum liability of One Million Dollars (\$1,000,000) for property damage to any one person and Two Million Dollars (\$2,000,000) for property damage to the property of two or more persons in any one occurrence;
- (iii) All insurance policies called for herein shall be in a form satisfactory to the City and shall require thirty (30) days written notice of any cancellation to both the City and the Franchisee. The Franchisee shall, in the event of any such cancellation notice, obtain, pay all premiums for, and file with the City, written evidence of the issuance of replacement policies within thirty (30) days following receipt by the City or the Franchisee of any notice of cancellation.

6.2 Indemnification of the City

The Franchisee agrees to defend and indemnify the City, its appointed and elected officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the City may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the construction, installation, maintenance, condition or operation of the Franchisee's Facilities in the Franchise Area; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages and losses were caused by or result from the negligence of the City, its employees or agents.

6.3 Indemnification of the Franchisee

City agrees to defend and indemnify the Franchisee, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the Franchisee may sustain, incur, become liable for, or be required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its officers, employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of the Franchisee, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-Waiver

Failure of a Party to declare any breach or default of this Franchise immediately upon the occurrence thereof, or delay in taking any action in connection therewith, shall not waive such breach or default, but the Party shall have the right to declare any such breach or default at any time. Failure of a Party to declare one breach or default does not act as a waiver of the Party's right to declare another breach or default. In addition, the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a revocation and forfeiture for breach of the conditions of the Franchise.

7.2 Revocation and Forfeiture of Franchise

If the Franchisee shall willfully violate or fail to comply with any of the provisions of this Franchise through willful and unreasonable neglect or willful and unreasonable failure to heed or comply with any notice given the Franchisee under the provisions of this grant, this Franchise may be revoked by the City and the Franchisee shall forfeit all rights conferred under the Franchise; provided, however, the City shall give 90-days' written notice of its intention to revoke the Franchise during which period the Franchisee shall have the opportunity to remedy any breach.

7.3 Dispute Resolution by the Parties

Disputes regarding the interpretation or execution of the terms of this Franchise, that cannot be resolved by Department counterparts representing the Parties, shall be submitted to the City's Attorney and a representative of the Franchisee's Legal Department for resolution. If a mutually satisfactory or timely resolution cannot then be reached by the above process, prior to resorting to a court of competent jurisdiction, the Parties shall submit the dispute to a non-binding alternate dispute resolution process agreed to by the Parties.

7.4 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or the Franchisee to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement

of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity. Any litigation between the City and the Franchisee arising under or regarding this Franchise shall occur, if in the state courts, in a court of competent jurisdiction, and if in the federal courts, in the United States Franchisee Court for the Eastern Franchisee of Washington.

7.5 Attorneys' Fees and Costs

Each Party shall pay for its own attorneys' fees and costs incurred in any dispute resolution process or legal action arising out of the existence of this Franchise.

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise As Contract, No Third Party Beneficiaries

This Franchise is a contract between the Parties and binds and benefits the Parties and their respective successors and assigns. This Franchise does not and is not intended to confer any rights or remedies upon any persons, entities or beneficiaries other than the Parties.

8.2 Force Majeure

In the event that the Franchisee is delayed in or prevented from the performance of any of its obligations under the Franchise by circumstances beyond the Franchisee's control (Force Majeure) including, without limitation, third party labor disputes, fire, explosion, flood, earthquake, power outage, acts of God, war or other hostilities and civil commotion, then the Franchisee's performance shall be excused during the period of the Force majeure occurrence. the Franchisee will use all commercially reasonable efforts to minimize the period of the disability due to the occurrence. Upon removal or termination of the occurrence the Franchisee will promptly resume performance of the affected Franchise obligations in an orderly and expeditious manner.

8.3 Severability

The Franchise is granted pursuant to the laws of the State of Washington relating to the granting of such rights and privileges by City. If any article, section, sentence, clause, or phrase of this Franchise is for any reason held illegal, invalid, or unconstitutional, such invalidity shall not affect the validity of the Franchise or any of the remaining portions. The invalidity of any portion of this Franchise shall not abate, reduce, or otherwise affect any obligation required of the Franchisee.

8.4 Changes or Amendments

No change or amendment to this Franchise shall be effective until lawfully adopted by the City and agreed to by the Franchisee.

8.5 Supremacy and Governing Law

This Agreement shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Washington. In the event of any conflict between this Franchise and any City ordinance, regulation or permit, the provisions of this Franchise shall control. In the event of a conflict between the provisions of this

Franchise and the Franchisee's applicable Tariff on file with the Commission, the Tariff shall control.

8.6 Headings

The headings or titles in this Franchise are for the purpose of reference only and shall not in any way affect the interpretation or construction of this Franchise.

8.7 Acceptance of Franchise

The Franchisee shall, within 30 days after passage of this Ordinance, file with the City Clerk, its acceptance of the terms and conditions of this Franchise.

8.8 Franchise Effective Date

The Effective Date of this Franchise shall be _____, 2019, provided that it has been duly accepted by the Franchisee as specified above. This Ordinance shall be in full force and effective five (5) days following its passage, approval and publication.

Passed and adopted by the City Council of the CITY OF GRANDVIEW, Washington the _____ day of _____, 2019.

Mayor

Attest: _____
City Clerk

Approved as to form and content:

City Attorney

Letter of Acceptance by Northwest Open Access Network Franchisee

HONORABLE MAYOR AND CITY COUNCIL
CITY OF GRANDVIEW, STATE OF WASHINGTON

IN RE: City of GRANDVIEW, Ordinance No. 2019-____

"Granting a Franchise to Northwest Open Access Network Franchisee for the Construction, Operation and Maintenance of Telecommunications Facilities Within the City."

Northwest Open Access Network Franchisee, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Grandview. This acceptance is executed on _____, 2019.

Northwest Open Access Network

By: _____

Dave Spencer
Chief Executive Officer

Copy Received for the City of Grandview

On: _____

By: _____

Mayor

Anita Palacios

From: Humberto Rodriguez <humberto@gmccompanies.com>
Sent: Wednesday, April 24, 2019 2:50 PM
To: Anita Palacios
Cc: gmcmendoza@gmail.com; Cus Arteaga
Subject: Re: Formal Request for Sidewalk use by Downtown Establishments

I will be there on May 14th at 6pm.

Thanks Anita!

Humberto Rodriguez
Director of Operations
GMC Companies

Sent from my iPhone

On Apr 24, 2019, at 2:46 PM, Anita Palacios <anitap@grandview.wa.us> wrote:

Humberto,

I have reviewed your "Formal Request for Sidewalk use by Downtown Establishments, copy attached, dated April 23, 2019 with City Administrator Cus Arteaga. He suggested that I schedule you to present your proposal to the City Council at a future meeting.

The City Council meets as a Committee-of-the-Whole (study session) on the 2nd and 4th Tuesdays of each month at 6:00 p.m. The next meeting is Tuesday, May 14th. Please let me know if that works for you. If not, please provide a convenient date.

Thanks,

Anita G. Palacios, MMC
City Clerk/Human Resources
City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9208
Fax: (509) 882-3099
anitap@grandview.wa.us
www.grandview.wa.us

<DOC046.PDF>

Formal Request for Sidewalk use by Downtown Establishments.

4/23/2019

RECEIVED


APR 23 2019


CITY OF GRANDVIEW

City of Grandview,


This letter is to formally request the City of Grandview grant permission to downtown restaurants/taverns/eateries the use of sidewalk seating. Sidewalk usage would create a more approachable and engaging environment in the downtown corridor. As downtown business owners and leaders we would like to better appeal to potential customers as well as offer an inviting atmosphere for economic growth in our community. The City would simply have to make sure businesses are following guidelines that would not cause the city to violate the Americans with Disabilities Act. Attached you will find Sample ordinance from City of Prosser.


Downtown Businesses


CASA DE VINHO


EL CAMPESTRE


Javi's Chicken


Alma Castañeda
Casa Tequila


The Happy Watermelon
Mariela

Sample Ordinance from City of Prosser:

Chapter 12.16

OBSTRUCTING STREETS AND SIDEWALKS*

Sections:

12.16.030 Objects obstructing pedestrian use of sidewalks prohibited—Exceptions—Penalties.

12.16.040 Objects obstructing use of streets and alleys prohibited.

12.16.050 Trap doors in sidewalks prohibited when.

* For statutory regulation of pedestrians, see RCW 46.61.230—41.61.269; for provisions prohibiting parking in certain places, see RCW 46.61.570; for provisions regarding operation of play vehicles on streets, see RCW 46.61.750—46.61.780.

12.16.030 Objects obstructing pedestrian use of sidewalks prohibited—Exceptions—Penalties.

Except for objects placed by the city of Prosser, it is unlawful for any person, persons, firm, company or corporation to place any stick, pole, post, stone, box or any other article of whatsoever kind or character, upon or across any of the sidewalks of the city in such a manner as to obstruct the free and unobstructed use of the sidewalks for pedestrians traveling or desiring to travel the same, except as provided as follows:

A. The city may allow charitable or nonprofit organizations to place flowerpots, benches, bicycle racks or other objects similarly intended to promote the public welfare or intended to beautify the city on the sidewalk or pedestrian right-of-way; provided, that such objects would not cause the city to violate the Americans with Disabilities Act.

B. Building owners or business owners are hereby permitted to use a portion of city sidewalks or city-owned pedestrian right-of-way abutting their building or business establishment in the CD (commercial, downtown) zone of the city of Prosser subject to the following standards:

1. Usage shall be restricted to the area closest to the exterior wall of the business and shall be situated such that there is unobstructed pedestrian walkway meeting Americans with Disabilities Act requirements and standards between the usage area and the adjacent street. All usages permitted hereunder shall, at all times, leave a minimum of four feet of unobstructed sidewalk area between all other objects obstructing the sidewalk including but not limited to light poles, garbage cans, and the front bumpers of any parked cars.
2. No usage shall be allowed which obstructs the entrance or exit of the building.
3. No usage will be allowed in the public street or in any public parking place.
4. Usage shall not obstruct vehicular traffic sight distance triangle requirements or be located within five feet of a wheelchair ramp.

5. Placement of signs in the pedestrian right-of-way or upon sidewalks is not allowed by this section but if such signs are allowed by Chapter 18.72, then they shall comply with the provisions of this section.
6. Except as permitted by this subsection, retail sales of goods shall not be allowed on the sidewalk or pedestrian right-of-way. The owner or manager of a business upon abutting property making retail sales to the public may display on a public sidewalk goods or wares that are being offered for sale inside the business. Sidewalk displays are subject to rules of the public works director, and the following criteria:
 - a. The location of the sidewalk display shall not reduce or obstruct pedestrian passage on the sidewalk to less than four feet to the nearest street trees, utility poles, traffic control signs and devices, parking meters, fire hydrants, buildings, parked vehicles, and other similar devices and structures. Furthermore, such placement shall be consistent with any applicable standards established by the Americans with Disabilities Act and shall not obstruct vehicular traffic or parking or the use of any crosswalk, wheelchair ramp, bus or taxi zone.
 - b. The display must be as flush as reasonably possible against the building of the abutting property, must leave entrances and driveways clear, and may not extend more than four feet into the sidewalk.
 - c. The display must be removed during those hours that the business is closed. If the display is in place before sunrise or after sunset, the display must be lighted and readily visible to passing pedestrians on the sidewalk.
 - d. Sales of goods must occur on the abutting privately owned property.
 - e. The display may not contain liquor, tobacco, firearms, munitions, or any article which a minor is prohibited by law from purchasing, or any material restricted by the fire code adopted by the city from direct access or handling by the public.
 - f. The display must be removed any time the public works director, chief of police, code enforcement officer, fire code official, or other city official determines that a clear sidewalk is needed and requests removal for use of travel or transportation, street cleaning or maintenance, street utility work, a crowd control event or parade, or an emergency.
 - g. News racks, mailboxes, and drop boxes for delivery services are not subject to the restrictions in this subsection.
 - h. The city assumes no responsibility for the items on display, irrespective of whether the loss occurs through accident, collision, vandalism, theft or otherwise.
7. In consideration of the use of the sidewalk and pedestrian right-of-way as provided for in this section, all users agree to indemnify, defend, and hold harmless the city of Prosser from any and all liability occasioned by such use.
8. No person may operate a sidewalk cafe without a permit from the public works director as follows:
 - a. Permit Application. An applicant must provide the following before a sidewalk cafe permit can be issued:
 - i. The anticipated periods of use during the year and the proposed hours of daily use, including Saturdays, Sundays, and holidays;

- ii. Whether any liquor, as defined in RCW 66.04.010, will be sold or consumed in the area to be covered by the permit;
- iii. Procure and maintain liability insurance naming the city of Prosser as additional insureds in the amount of one million dollars;
- iv. Payment of a nonrefundable fee in the amount to be set by resolution of the city council; and
- v. Such permit shall be valid for twelve months after it is issued.

b. Terms and Conditions.

- i. The public works director may issue a permit for use of a sidewalk for sidewalk cafe purposes in the event and to the extent that he or she determines that:

(A) The applicant is the owner or occupant of the abutting property and operates a cafe, restaurant, or tavern thereon;

(B) The location of the sidewalk cafe shall not reduce or obstruct pedestrian passage on the sidewalk to less than four feet to the nearest street trees, utility poles, traffic control signs and devices, parking meters, fire hydrants, buildings, parked vehicles, and other similar devices and structures. Furthermore, such placement shall be consistent with any applicable standards established by the Americans with Disabilities Act and shall not obstruct vehicular traffic or parking or the use of any crosswalk, wheelchair ramp, bus or taxi zone; and

(C) The proposed sidewalk cafe area is included within a food-service establishment permit issued by the applicable authorities.

- ii. The public works director may include such terms and conditions in the permit as the public works director may deem appropriate, including but not limited to:

(A) Restrictions as to the number and placement of tables and chairs and as to the hours and dates of use;

(B) A requirement that the area be cleared when not in use as a sidewalk cafe, or upon the order of the public works director or other appropriate city officer such as the chief of police or fire code official or their authorized representatives;

(C) Provisions that the permittees shall maintain the sidewalk in a clean and safe condition for pedestrian travel;

(D) A requirement that the applicant clear the sidewalk as may be necessary to accommodate deliveries to abutting or other nearby properties;

(E) Regulations upon lighting and illumination of the sidewalk cafe, limitations upon noise, and restrictions upon the placement of furniture or equipment used in connection with the sidewalk cafe;

(F) If the sidewalk cafe causes a change in pedestrian travel patterns, appropriate modifications to the sidewalk in the immediate vicinity in order to accommodate the change or to assure compliance with the federal Americans with Disabilities Act;

(G) Restoration of the sidewalk upon completion of the use.

iii. Unless expressly authorized by the public works director, no pavement shall be broken, no sidewalk surface disturbed, and no permanent fixture of any kind shall be installed in or on sidewalk area in connection with a sidewalk cafe.

iv. The public works director may suspend or revoke the permission granted if an applicant violates this chapter, any implementing rules, or the terms and conditions of the permit.

v. Liquor. Liquor, as defined in RCW 66.04.010, as now existing or hereinafter amended, may be used and sold at a sidewalk cafe when authorized in both the use permit and provided for in this chapter and by permit of the Washington State Liquor Control Board, and not otherwise.

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

ITEM TITLE

Old Inland Empire Road Improvements Update – HLA Engineering

Resolution authorizing the Mayor to sign Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for professional engineering services relating to the Old Inland Empire Highway Improvements

Resolution authorizing the Mayor to sign the Local Agency Agreement Supplemental Number 1 with the Washington State Department of Transportation for the Old Inland Empire Highway Improvements

AGENDA NO.: New Business 4 (C)

AGENDA DATE: May 14, 2019

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

N/A

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR


MAYOR

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

The City is currently under contract with HLA Engineering for the design of the Old Inland Empire (OIE) Highway Improvements which were funded through an Surface Transportation Block Grant (STBG). The agreement was executed on January 14, 2014 and the design was to be completed on June 30, 2015. Due to the lack of available construction funding, completion of the design work was extended on May 12, 2015 by Resolution No. 2015-28 to December 31, 2016. On December 13, 2016, the agreement was further extended by Resolution No. 2016-52 to December 31, 2020.

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.

Per Yakima Valley Conference of Governments (YVCOG) master Surface Transportation Block Grant (STBG) funding schedule, the anticipated construction funding year for this project is now 2023. HLA has completed an updated cost estimate for construction in 2019 and the increase in cost is approximately \$410,000. This increase equates to approximately 19% (about a 3% annual increase over 6 years).

The current design will require right-of-way (ROW) acquisition of five property corner clips ROW purchases of \$55,000 and Yakima County Real Estate Service Fees of \$20,000.

WSDOT Local Programs has confirmed that a ROW Phase can be added to the project, and money can be transferred from the Construction Phase. The Statewide Transportation Improvement Program (STIP) will need to be amended. This would allow the ROW to be acquired using federal funds with a 13.5% City match.

HLA updated the City's 6-year Transportation Improvement Program (TIP) to include federal Highway Infrastructure Program (HIP) funding of \$33,300 and submitted those modifications to YVCOG for processing to the State. A Professional Engineering Supplemental Agreement will need to be processed.

In order to provide the City with additional time to apply for construction funds, staff recommends Council approve Supplement Agreement Number 3 with HLA Engineering to extend the completion date for design to December 31, 2024. The supplemental agreement does not increase the cost and only extends the completion date.

ACTION PROPOSED

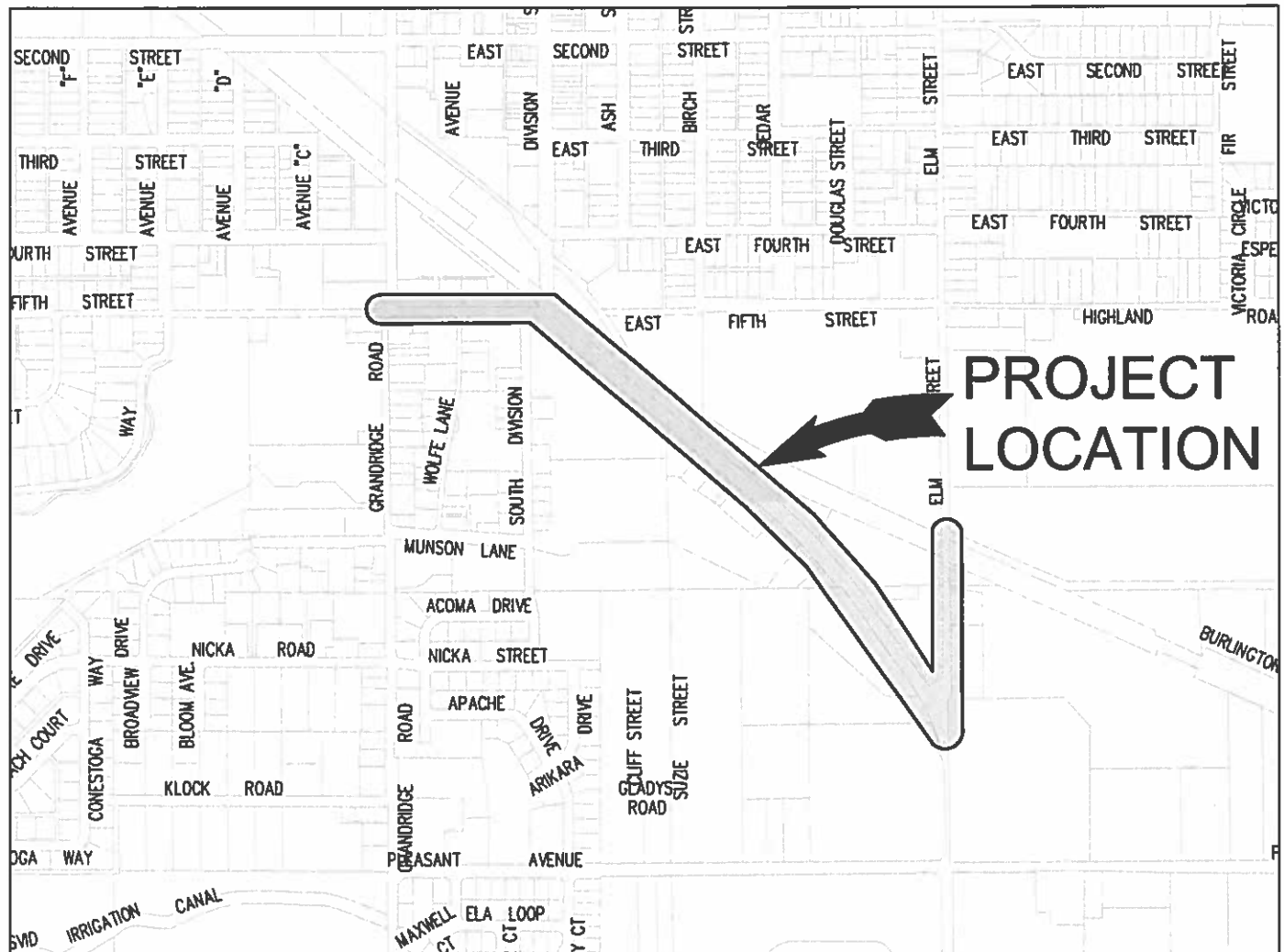
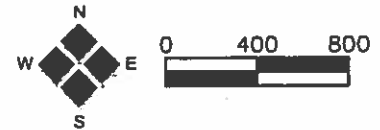
Move a resolution authorizing the Mayor to sign Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., for professional engineering services relating to the Old Inland Empire Highway Improvements and a resolution authorizing the Mayor to sign the Local Agency Agreement Supplemental Number 1 with the Washington State Department of Transportation for the Old Inland Empire Highway Improvements to the next regular Council meeting for consideration.

Old Inland Empire (OIE) Improvements - Timeline

2008	U.S. in major recession following the banking system collapse
2009-2012	ARRA economic stimulus projects – “Shovel Ready” was the buzz phrase <ul style="list-style-type: none">• YVCOG approved 12 ARRA Federally funded projects in Yakima County, all which were constructed including Grandview Downtown “Alive”
2012-2013	YVCOG approved 13 additional projects to be “Shovel Ready” for next round of Federal stimulus <ul style="list-style-type: none">• Including OIE – Grandridge to Elm (Ranked 11 of 13 because of ARRA funding for downtown)• Total estimated project cost = \$2,437,300 (\$2,108,000 Grant; \$329,300 City)
2013	Grandview receives \$900,000 DWSRF loan to replace undersized asbestos pipe in OIE including a much-needed loop (connection) to Elm street across the RR tracks
2013	As the U.S. starting to come out of the recession – hopes for ARRA Phase 2 faded
2014	HLA identified right-of-way (R/W) needs during 30% design phase <ul style="list-style-type: none">• Five corner clips for improved turning radii• \$90,000-\$100,000 estimated acquisition cost• WSDOT will approve creation of R/W phase
2016	Grandview constructs DWSRF project (4-year construction window ending) <ul style="list-style-type: none">• Project includes \$190,000 City dollars to grind and overlay OIE and Elm Street (4,500 LF) (Note: stand-alone grind and overlay would have cost over \$500,000)• The ability to use DWSRF project funds (via shared work) to match City road funds is lost
2018	YVCOG votes to fund shortfall in design engineering of 2012-2013 projects for prolonged design period <ul style="list-style-type: none">• \$38,500 for OIE (\$33,300 Grant; \$5,200 City)• Will need council approval as a contract supplement
2019	Per YVCOG’s current list of projects, construction of OIE Improvements is scheduled for 2023 (10 years since original STP Funding) <ul style="list-style-type: none">• Total estimated project cost = \$2,978,500 (\$2,141,500 Grant; \$837,000 City)

Recommendations

- Approve new R/W project phase
 - extends project expiration of funding up to 10 additional years
 - creates safer turning movements in busy industrial area
- Approve design supplement in amount of \$38,500
- Seek additional project funding closer to 2023



OLD INLAND EMPIRE HIGHWAY IMPROVEMENTS

- 2013 STP AWARD; 2015 PLANNED CONSTRUCTION;
PROJECT COST: \$2,437,300 (86.5% FED, 13.5% CITY)
- CURRENT; 2023 PLANNED CONSTRUCTION;
PROJECT COST: \$2,978,500 (71.9% FED, 28.1% CITY)
- IDENTIFIED RIGHT-OF-WAY NEEDS DURING DESIGN;
ESTIMATED COST: \$95,000 (86.5% FED, 13.5% CITY),
NEED TO CREATE NEW PROJECT PHASE THROUGH WSDOT
- DECEMBER 2018, YVCOG VOTED TO FUND ENGINEERING
SHORTFALL DUE TO PROLONGED DESIGN PERIOD;
COST: \$38,500 (86.5% FED, 13.5% CITY)



2803 River Road
Yakima, WA 98902
509.966.7000
Fax 509.965.3800
www.hlacivil.com

JOB NUMBER: 13134	DATE: 4-3-19
FILE NAMES: DRAWING: Vic Map.dwg	
DESIGNED BY:	TDA
ENTERED BY:	AJH

CITY OF GRANDVIEW
OLD INLAND EMPIRE HIGHWAY IMPROVEMENTS
GRANDRIDGE ROAD TO OLD PROSSER HIGHWAY
EXHIBIT



*** TRANSMITTAL ***

Phone: 509-966-7000 / FAX: 509-965-3800
2803 River Road, Yakima, WA 98902

Date: April 19, 2019

Project No.: 13134E

To: City of Grandview
207 W. Second St.
Grandview, WA 98930

Attention: Cus Arteaga
City Administrator/Public Works
Director

From: Stephen S. Hazzard, PE

Re: Old Inland Empire Highway Improvements
Consultant Supplemental Agree. No. 3 & Local Agency Agree. Supplement No. 1

RECEIVED

APR 29 2019

CITY OF GRANDVIEW

We are sending you the attached following items:

Two (2) Original Consultant Supplemental Agreements

Two (2) Original Local Agency Agreement Supplements

One (1) Copy of FYE 2017 ICR – CPA Report and Overhead Rate and Consultant Fee Determination

Comment:

Cus,

Upon review and approval, please sign the attached Consultant Supplemental Agreements and Local Agency Supplement. Keep one of each of the agreements for your records, and return the Consultant Supplemental Agreement to our office and the Local Agency Supplement to Brian Hunter at WSDOT at:

WSDOT Highway & Local Programs
2809 Rudkin Road
Union Gap, WA 98903

The attached FYE 2017 ICR - CPA Report and Overhead Rate from WSDOT and Consultant Fee Determination are for City records, in case of a project audit.

If you have any questions or need additional information, please contact me.

Thank you.

Copy to: _____

Signed: _____

RESOLUTION NO. 2019-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN SUPPLEMENTAL AGREEMENT
NUMBER 3 WITH HLA ENGINEERING AND LAND SURVEYING, INC.,
FOR PROFESSIONAL ENGINEERING SERVICES RELATING TO THE
OLD INLAND EMPIRE HIGHWAY IMPROVEMENTS**

WHEREAS, the Yakima Valley Regional Transportation Planning Organization has awarded Surface Transportation Program (STP) funds to the City for the Old Inland Empire Highway Improvements; and

WHEREAS, the City must execute Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., extending the completion date of the professional engineering phase of the project to December 31, 2024 in order to remain in compliance for said funding;

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

The Mayor is hereby authorized to sign Supplemental Agreement Number 3 with HLA Engineering and Land Surveying, Inc., in the form attached hereto and incorporated herein by reference for the Old Inland Empire Highway Improvements.

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



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>3</u>		Organization and Address	
Original Agreement Number 13134E		HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902 Phone: 509-966-7000	
Project Number STPUS-8052(003)	Execution Date 1/14/2014	Completion Date 12/31/2024	
Project Title Old Inland Empire Highway Improvements		New Maximum Amount Payable \$280,928	
Description of Work Reconstruct roadway including widening, excavation, gravel surfacing, hot mix asphalt, curb and gutter, sidewalk, storm drainage improvements, landscaping, and street lights.			

The Local Agency of City of Grandview

desires to supplement the agreement entered in to with HLA Engineering and Land Surveying, Inc.

and executed on 1/14/2014 and identified as Agreement No. 13134E

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Time of Completion shall be extended to December 31, 2024.

III

Section V, PAYMENT, shall be amended as follows:

Total payment amount shall be changed to \$280,928 from the original \$242,900 (\$38,500 increase for HIP funds and \$472 decrease to match LAA). Add PE funds for additional services with delaying the construction phase multiple years and inflation of costs.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: HLA Engineering and Land Surveying, Inc.

By: Gloria Mendoza, Mayor



Consultant Signature

Approving Authority Signature

Date

RESOLUTION NO. 2019-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE LOCAL AGENCY AGREEMENT
SUPPLEMENTAL NUMBER 1 WITH THE WASHINGTON STATE DEPARTMENT OF
TRANSPORTATION FOR THE OLD INLAND EMPIRE HIGHWAY IMPROVEMENTS**

WHEREAS, the Yakima Valley Regional Transportation Planning Organization awarded Transportation Program (STP) funds to the City for the Old Inland Empire Highway Improvements; and,

WHEREAS, the City must execute a Local Agency Agreement Supplemental Number 1 with the Washington State Department of Transportation in order to secure funding,

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

The Mayor is hereby authorized to sign the Local Agency Agreement Supplemental Number 1 with the Washington State Department of Transportation for the Old Inland Empire Highway Improvements 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



Agency City of Grandview		Supplement Number 1
Federal Aid Project Number STPUS-8052(003)	Agreement Number LA 8285	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

The Local Agency requests to supplement the agreement entered into and executed on 10/8/2013

All provisions in the basic agreement remain in effect except as modified by this supplement.

The change to the agreement are as follows:

Project Description

Name Old Inland Empire Highway Improvements

Length 0.74 miles

Termini Grandridge Avenue to Elm Street

Description of Work ☒ No Change

Reason for Supplement

Add PE funds for additional services.

Are you claiming indirect cost rate? ☐ Yes ☒ No

Project Agreement End Date 12/31/2024

Does this change require additional Right of Way or Easements? ☐ Yes ☒ No Advertisement Date:

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE						
86.5 %	a. Agency			0.00		
	b. Other Consultant	242,428.00	38,500.00	280,928.00	37,925.00	243,003.00
Federal Aid	c. Other			0.00		
Participation	d. State	925.00	0.00	925.00	125.00	800.00
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	243,353.00	38,500.00	281,853.00	38,050.00	243,803.00
Right of Way						
%	f. Agency			0.00		
	g. Other			0.00		
Federal Aid	h. Other			0.00		
Participation	i. State			0.00		
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	0.00	0.00	0.00	0.00	0.00
Construction						
%	k. Contract			0.00		
	l. Other			0.00		
Federal Aid	m. Other			0.00		
Participation	n. Other			0.00		
Ratio for CN	o. Agency			0.00		
	p. State			0.00		
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	243,353.00	38,500.00	281,853.00	38,050.00	243,803.00

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

Washington State Department of Transportation

By
Title Mayor

By
Director, Local Program
Date Executed

Agency City of Grandview		Supplement Number 1
Federal Aid Project Number STPUS-8052(003)	Agreement Number LA 8285	CFDA No. 20.205 (Catalog of Federal Domestic Assistance)

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).



**Washington State
Department of Transportation**

Transportation Building
310 Maple Park Avenue S.E.
P.O. Box 47300
Olympia, WA 98504-7300
360-705-7000
TTY: 1-800-833-6388
www.wsdot.wa.gov

July 30, 2018

HLA Engineering and Land Surveying
2803 River Road
Yakima, WA 98902

Subject: Acceptance FYE 2017 ICR – CPA Report

Dear Ms. Lisa Adams:

We have accepted your firms FYE 2017 Indirect Cost Rate (ICR) of 131.29% based on the "Independent CPA Report," prepared by T. Wayne Owens & Associates, PC. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at (360) 705-7019 or via email consultantrates@wsdot.wa.gov.

Regards;

Jonson, Erik
Jul 30 2018 4:38 PM
cosign

ERIK K. JONSON
Manager, Consultant Services Office

EKJ:rck

Exhibit E-1

**HLA Engineering and Land Surveying, Inc.
Statement of Direct Labor, Fringe Benefits, and General Overhead
For the Year Ended December 31, 2017**

Description	% of Direct Labor
Direct Labor	
INDIRECT COSTS	
Fringe Benefits	
Vacation, Sick and Holiday	12.20%
Incentive Compensation	19.31%
Retirement Plans	13.35%
Employee Group Insurance	14.57%
Payroll Taxes	11.31%
Other Employee Benefits	0.01%
Total Fringe Benefits	70.74%
General Overhead	
Indirect Labor	25.47%
Accounting Fees	0.93%
Automobile	1.09%
Bank charges and processing fees	0.02%
Computer hardware/software	2.92%
Depreciation and Amortization	5.67%
Dues and Professional Licenses	0.50%
Insurance	3.98%
Leased Equipment	0.73%
Meals Expense	0.59%
Office Supplies and Postage	1.29%
Printing and Reproduction	0.38%
Professional Services	1.14%
Rent and Utilities	5.70%
Repairs and Maintenance	2.62%
Seminars and Prof Education	0.73%
Supplies	0.68%
Taxes and Licenses	6.82%
Telecommunications	1.28%
Travel	0.49%
Direct Costs Recovery	-2.79%
Total General Overhead	60.23%
Total Indirect Costs	130.98%
Facilities Capital Cost of Money (FCCM)	0.31%
Indirect Cost Rate	131.29%



Yakima County Roads

Matt Pietrusiewicz P.E. - County Engineer

128 North Second Street • Fourth Floor Courthouse • Yakima, Washington 98901
(509) 574-2300 • 1-800-572-7354 • FAX (509) 574-2301 • www.co.yakima.wa.us

RECEIVED

APR 29 2019

CITY OF GRANDVIEW

April 19, 2019

City of Grandview
Attn: Cus Arteaga
207 West Second Street
Grandview, WA 98930

RE: Old Inland Empire Highway Improvements
Supplement No. 3

Dear Mr. Arteaga;

I have reviewed the attached Supplement No. 3 of the consultant agreement with HLA Engineering and Land Serving, Inc. for design services for the Old Inland Empire Highway Improvements project. The supplement contains the necessary information and the County recommends approval.

If you have any questions feel free to contact me at 574-2312.

Sincerely,

Brett H. Sheffield, PE
Engineering Services Manager

cc: Bill Preston, PE – Local Programs Engineer, South Central Region

Yakima County ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin, or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding Yakima County's Title VI Program, you may contact the Title VI Coordinator at 509-574-2300.

If this letter pertains to a meeting and you need special accommodations, please call us at 509-574-2300 by 10:00 a.m. three days prior to the meeting. For TDD users, please use the State's toll free relay service 1-800-833-6388 and ask the operator to dial 509-574-2300.



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>3</u>		Organization and Address	
Original Agreement Number 13134E		HLA Engineering and Land Surveying, Inc. 2803 River Road Yakima, WA 98902	
Project Number STPUS-8052(003)		Phone: 509-966-7000	Completion Date 12/31/2024
Project Title Old Inland Empire Highway Improvements		Execution Date 1/14/2014	
		New Maximum Amount Payable \$281,400	
Description of Work Reconstruct roadway including widening, excavation, gravel surfacing, hot mix asphalt, curb and gutter, sidewalk, storm drainage improvements, landscaping, and street lights.			

The Local Agency of City of Grandview

desires to supplement the agreement entered in to with HLA Engineering and Land Surveying, Inc.

and executed on 1/14/2014 and identified as Agreement No. 13134E

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No Change

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Time of Completion shall be extended to December 31, 2024.

III

Section V, PAYMENT, shall be amended as follows:

Total payment amount shall be changed to \$281,400 from the original \$242,900 (\$38,500 increase). Add PE funds for additional services associated with delaying the construction phase multiple years and inflation of costs.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: HLA Engineering and Land Surveying, Inc.

By: Gloria Mendoza, Mayor

Consultant Signature

Approving Authority Signature

Date

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

ITEM TITLE

Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2019 Swim Team Program

AGENDA NO.: New Business 4 (D)

AGENDA DATE: May 14, 2019

DEPARTMENT

Parks & Recreation – Aquatics

FUNDING CERTIFICATION (City Treasurer)
(If applicable)


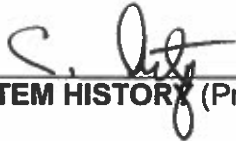
DEPARTMENT DIRECTOR REVIEW

Gretchen Chronis, Parks & Recreation Director



CITY ADMINISTRATOR

MAYOR



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

Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that are utilizing City owned recreational facilities to conduct their respective programs.

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

Attached is the Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2019 season. The City Attorney has had the opportunity to review and comment on the document. Swim Team President Nick Trevino has reviewed and signed the agreement.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2019 Swim Team Program to a regular Council meeting for consideration.

RESOLUTION NO. 2019-____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE GRANDVIEW NEPTUNE
ROTARY SWIM TEAM FOR THE USE OF THE SWIMMING POOL –
2019 SWIM TEAM PROGRAM**

WHEREAS, the City of Grandview and the Grandview Neptune Rotary Swim Team desire to enter into a Recreational Use Permit regarding the use of the swimming pool for the 2019 Swim Team program;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2019 Swim Team program 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RECREATIONAL USE PERMIT
By and Between the City of Grandview and the
Grandview Neptune Rotary Swim Team
For the Use of the Swimming Pool – 2019 Swim Team Program

This Agreement, entered into this 15th day of April, 2019 is made and entered into by and between the City of Grandview, a municipal corporation, hereinafter referred to as "City", and the Grandview Neptune Rotary Swim Team, a non-profit organization, hereinafter referred to as the "Swim Team".

1. Recitals:

The City owns, operates and maintains a municipal swimming pool located within Westside Park. The City believes that the Swim Team provides an excellent social, recreational and educational experience for its participants and spectators and therefore, benefits the citizens of Grandview.

The Swim Team acknowledges its responsibility to organize, promote and conduct a competitive swimming program for the youth within the Grandview community, and the City desires to facilitate such a program;

2. Agreement:

2.1 Safety:

2.1.1 The City shall provide a certified Lifeguard on the deck at all times during practice sessions and swim meets. The Lifeguard shall have current American Red Cross Lifeguarding Certification, including CPR for the professional rescuer.

2.1.2 Swim Team shall observe all pool rules. Running and rough housing is not allowed anywhere in the facility.

2.1.3 Swim Team meets and practices must be operated in the safest manner possible. If an accident occurs, a coach must report all accidents and incidents to the Pool Management, and complete the incident/accident form.

2.1.4 If any pool equipment, pool facility component or other item related to Swim Team use or not, are damaged or found to be damaged, these must be reported to Pool Management for immediate repairs. The City reserves the right to recover costs associated with labor and repair as the result of damaged equipment and/or facility by the Swim Team.

2.1.5 Unauthorized persons are not allowed in the mechanical building, chemical storage area or the bathhouse office area.

2.1.6 Swim Team agrees to strictly comply with and strictly enforce Washington State's Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of sustaining a concussion must be removed from swimming activity immediately and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussions and receives written clearance to return to swim activity from that health care provider.

2.2 Scheduling:

2.2.1 Swim Team may begin use of the pool with the permission of the Parks and Recreation Director once the pool has been filled and has passed pre-season inspection by City staff. The season will end following the Mid Valley League Championships.

2.2.2. Barring inclement weather or emergency maintenance, the Swim Team shall have priority use during the following times:

- Monday through Friday from 8:00-11:00 a.m. beginning June 3, 2019.
- Up to seven mutually scheduled Home Swim Meets (6:00 p.m. start until closing for meets).
- Mutually scheduled practice times, prior to the pool opening to the general public.

2.3 Facility Maintenance:

Swim Team shall be responsible for removing all litter and belongings from the deck, locker rooms and surrounding park area immediately following each usage. The Swim Team will assign a clean-up crew to address litter in the bathhouse, on the deck and around the pool facility during and after each home meet.

2.4 Use Payment:

2.4.1 Each swim team participant will be required to pay \$50 per youth fee as outlined in Section 2.75.020 (swimming pool fees) of the Grandview Municipal Code. Once the Swim Team Roster has been finalized, the Swim Team shall submit a check to the City with proper documentation to verify the total participants for the season.

2.4.2 After July 1, 2019, the Swim Team Shall submit a letter to the City requesting the release of \$1,000 that has been earmarked for Swim Team Scholarships through the annual United Way of Central Washington funding.

2.5 Liability Insurance:

2.5.1 The Swim Team shall obtain and maintain a policy of liability insurance at all times during the term of this Agreement covering all activities of the Swim Team. A comprehensive general liability policy of insurance covering body injury and property damage, with respect to the use or occupancy of the swimming pool, with liability limits

not less than \$1,000,000 per occurrence shall be required. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Swim Team shall also provide the City with a Certificate or Certificates of Liability Insurance within ten (10) days of execution of this Agreement.

2.5.2 Swim Team shall indemnify and hold harmless the City and/or its elected officials, employees, volunteers, insurers, successors and assigns from and against any and all claims, demands, causes of action, damages, suits or judgments, for deaths or injuries to persons for loss or damage of property arising from or in connection with Swim Team activities at the pool or on City property. As used in this section, the term Swim Team includes agents, servants, employees, and volunteers of the Swim Team, as well as participants, invitees and spectators at Swim Team activities occurring at the pool or on City property. In the event of any claims made or suits filed, the City shall give Swim Team prompt written notice thereof and Swim Team shall have the right to defend or settle the same to the extent of its interest hereunder. The provision applies in all events, regardless of whether or not the insurance provisions above are required or expected.

2.6 Concessions:

Under a separate Concession Agreement, the Swim Team shall be entitled to operate a concession stand during home swim meets at a site approved by the City. Swim Team shall comply with all applicable health code and permit requirements, including but not limited to food preparation, storage, sanitation and waste removal.

2.7 Community Athletic Program-Sexual Discrimination Prohibited:

Swim Team agrees to comply with RCW 49.60.500, made applicable to community athletics programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.

2.8 Early Termination:

In the event it becomes necessary for either party to terminate this Agreement, the party invoking the termination shall provide the other party advanced written notice of termination at least thirty (30) days prior to the effective date of termination; provided, however, in the event of an emergency, the City may cause this Agreement to be terminated upon such date and terms reasonably required.

2.9 Termination for Cause:

If Swim Team fails to abide by the terms and conditions of this Agreement.

2.10 Entire Agreement:

This Agreement, with Swim Team's application for use of the City's swim pool, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of the park facilities shall apply to this Agreement, and more incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms shall control.

2.11 Assignment:

This Agreement and terms and provisions herein are personal to the Swim Team, and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

Wherefore, this Agreement is deemed executed and effective on the date first references above.

City of Grandview

Swim Team

By: _____
Mayor Gloria Mendoza

By: Nick Treviño
Team President

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

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

ITEM TITLE

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

AGENDA NO.: New Business 4 (E)

AGENDA DATE: May 14, 2019

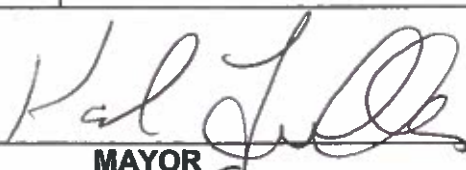
DEPARTMENT

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)

On April 9, 2019, Council approved Ordinance No. 2019-4 amending Grandview Municipal Code Section 10.24.025 Speed Limit – Wine Country Road.

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.

It was discovered that the language adopted by Council on April 9, 2019 did not adequately spell out the speed limit changes and signs could not be posted properly. Wording which spelled out the exact location of the new 35 mph zones was not included.

A new ordinance should be passed which changes the wording and spells out exact locations for posting of signs.

The corrected language for the new ordinance will read: "The maximum speed for travel by vehicles on Wine Country Road from the west City limits to 2,500 feet east of the west City limits shall be 35 miles per hour and from the 1100 block of East Wine Country Road east to the City limits shall be 35 miles per hour."

ACTION PROPOSED

Move an ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit – Wine Country Road to a regular Council 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: 04/22/2019
To: Cus Arteaga, City Administrator
From: Kal Fuller, Chief of Police
Re: Speed Ordinance on WCR

On 4/9/2019 the council passed Ordinance No. 2019-4 amending Grandview Municipal Code Section 10.24.025 Speed Limit- Wine Country Road that I had proposed.

While planning to post signs for the ordinance I realized that what was passed was not the final version I had worked up but a draft version.

The draft version as adopted by the council does not properly spell out the 35 mph zones on either end of town as I had envisioned.

I would like to present a new ordinance to replace the improper one. There is no change in intent or purpose of the original proposal and all comments on the original agenda item summary sheet are still accurate. The original summary sheet included an explanation that there would be 35 mph zones but the language in the final ordinance did not include them.

The corrected wording on this ordinance is: "The maximum speed for travel by vehicles on Wine Country Road from the west city limits to 2500 feet east of the west city limits shall be 35 miles per hour and from the 1100 block of East Wine Country Road east to the city limits shall be 35 miles per hour."

My original intent was to leave 35mph zones on either end of the city in areas where that speed is still practical and provides a cushion between the higher speeds found in the county.

I am sorry for any confusion this may cause but after it is finalized it will be much better balance between public safety and citizen convenience.

Respectfully,

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

Kal Fuller
Chief of Police

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 25 miles per hour and from 500 feet east of Fir Street east to the city limits shall be 25 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 West Wine Country Road from the west City limits to 2,500 feet east of the west City limits shall be 35 miles per hour and from the 1100 block of East Wine Country Road east to the City limits shall be 35 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**

ITEM TITLE

Ordinance amending Grandview Municipal Code Chapter 5.04 Business Licenses to accommodate suggestions by the Washington State Department of Revenue for the business license conversion

AGENDA NO.: New Business 4 (F)

AGENDA DATE: May 14, 2019

DEPARTMENT

City Clerk

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR

MAYOR



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

The Washington State Legislature enacted Engrossed House Bill ("EHB") 2005 during the 2017 regular session. EHB 2005 required certain municipalities in Washington, including the City of Grandview, to adopt a model business license ordinance setting forth the legislation no later than January 1, 2019. Council adopted the model business license Ordinance No. 2018-14 on October 9, 2018.

EHB 2005 also required all cities with business licenses to administer their business licensing through the Washington State Department of Revenue Business Licensing Service (BLS) by 2027. BLS invited the City to join in the State's Business Licensing Service partnership in 2019. On January 22, 2019, the Council approved a Business Licensing Service Agreement with the Department of Revenue.

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 Department of Revenue has recommended revisions to Grandview Municipal Code Chapter 5.04 Business Licenses to more closely align the City's ordinance with operations of the Department of Revenue for the business license conversion.

ACTION PROPOSED

Move an ordinance amending Grandview Municipal Code Chapter 5.04 Business Licenses to accommodate suggestions by the Washington State Department of Revenue for the business license conversion to the next regular Council meeting for consideration.

Anita Palacios

From: Jones, Eric (DOR) <EricJ@DOR.WA.GOV>
Sent: Tuesday, April 16, 2019 3:22 PM
To: Anita Palacios
Cc: DOR BLS Partner
Subject: RE: GRANDVIEW: Sample data and meeting next week
Attachments: Grandview Muni Code Revision Suggestions.docx; Grandview Muni Code Suggested Revisions Index.xlsx

Hi Anita,

Thanks for the fast reply.

The model ordinance was a required part of Chapter 35.90 RCW. Thanks for the update. It will inform our system development work for your city.

Separately, we recommend –not require – that you review our analysis of the city code to bring some of the verbiage in line with BLS practices.

It's intended to clarify and streamline the language to sync with RCW 19.02 and BLS's system. Typically, these go to the city attorney for review and are adopted before system conversion.
But this work is at your discretion and schedule.

Hope that makes sense. Let us know if we can help with anything before next week.

Best,

Eric Jones

Business Licensing Service
Washington State Department of Revenue
PO Box 47475 | Olympia, WA 98504-7475
360/705-6735 | ericj@dor.wa.gov

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What's New
Business Lookup



ORDINANCE NO. 2019-____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE CHAPTER 5.04 BUSINESS
LICENSES TO ACCOMMODATE SUGGESTIONS BY THE WASHINGTON STATE
DEPARTMENT OF REVENUE FOR THE BUSINESS LICENSE CONVERSION**

WHEREAS, the Washington State Legislature enacted Engrossed House Bill ("EHB") 2005 during the 2017 regular session; and

WHEREAS, EHB 2005 required certain municipalities in Washington, including the City of Grandview, to adopt a model business license ordinance setting forth the legislation no later than January 1, 2019; and

WHEREAS, in order to comply with ESB 2005, the City amended Chapter 5.04 of the Grandview Municipal Code relating to Business Licenses in October 2018 to incorporate provisions of the model ordinance; and

WHEREAS, the Washington State Department of Revenue has reviewed Chapter 5.04 of the Grandview Municipal Code; and

WHEREAS, the Washington State Department of Revenue has recommended several further revisions to Chapter 5.04 of the Grandview Municipal Code to more closely align the City's ordinance with operations of the Department of Revenue relating to business licenses.

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

Section 1. Grandview Municipal Code Chapter 5.04.010, Business license required, which currently reads as follows:

5.04.010 Business license required.

A. All businesses engaging in business within the city of Grandview are required to be licensed except as hereinafter provided. No person shall operate a business within the limits of the city of Grandview for which a license is required or a license fee provided without first obtaining such a license and paying such fee.

B. Any person or business whose annual value of products, gross proceeds of sale, or gross income of the business in the city of Grandview is equal to or less than \$2,000 and who does not maintain a place of business within the city of Grandview shall be exempt from the general business license requirements of this chapter. This exemption does not apply to regulatory license requirements or activities that require a specialized permit.

C. All such licenses shall be issued annually, shall be effective for one year or fraction thereof, and shall expire on the thirty-first day of December of each year.

D. The city shall not issue a license to any business, or for the conduct of any business activity, that does not comply with any local or state law or regulation.

is hereby amended to read as follows:

5.04.010 Business license required.

A. All businesses engaging in business within the city of Grandview are required to be licensed except as hereinafter provided. No person shall operate a business within the limits of the city of Grandview for which a license is required or a license fee provided without first obtaining such a license and paying such fee.

B. Any person or business whose annual value of products, gross proceeds of sale, or gross income of the business in the city of Grandview is equal to or less than \$2,000 and who does not maintain a place of business within the city of Grandview shall be exempt from the general business license requirements of this chapter. This exemption does not apply to regulatory license requirements or activities that require a specialized permit.

C. The city may not issue a license to any business, or for the conduct of any business activity, that does not comply with any local or state law or regulation.

Section 2. Grandview Municipal Code Chapter 5.04.030, Application, which currently reads as follows:

5.04.030 Application.

Applications for a business license shall be made in writing on forms provided by the city clerk's office. Each application shall state the name under which the business is to be conducted, the address of the business, the name of the applicant, the residence address of the applicant, the nature of the business to be conducted, the state of Washington employer identification number, the contractor's registration number if such business is required to be registered as a contractor under RCW Title 18, and such additional information as may be needed for the proper guidance of the city officials in the issuing of the license applied for.

Applications shall be kept on file by the city clerk.

is hereby amended to read as follows:

5.04.030 License Application and Renewal - Penalty.

Application for a business license is made through the Business Licensing Service. Each application must include the total fees due for all licenses requested, as well as the handling fee required by RCW 19.02.075, and must include the respective applicant information required for each license requested on the application, including the Department of Labor and Industries' contractor registration number if such business is required to be registered as a contractor under RCW Title 18.

The business license will expire on the date established by the Business Licensing Service, and must be renewed by that date to continue to conduct business in the city. Renewal of the business license is made through the Business Licensing Service and must include all information required for all licenses involved in the renewal, and the total fees due for all licenses, as well as the handling fee required by RCW 19.02.075. Failure to renew by the expiration date will incur the late renewal penalty required by RCW 19.02.085. Failure to renew within 120 days after the expiration date will result in the cancellation of the license, and will require application for a license, as provided in this chapter, in order to continue to conduct business in the city.

Section 3. Grandview Municipal Code Chapter 5.04.040, Application, which currently reads as follows:

5.04.040 Fee.

A. Unless otherwise provided in the chapter dealing with specific types of business, the fee for a new business license shall be \$50.00 and the fee for an annual renewal of a business license shall be \$50.00 as required in GMC 5.04.010. This annual license fee is a basic fee for the privilege of doing and conducting business within the city limits of the city.

B. Unless otherwise exempted in this chapter, the business license fee applies to any business located outside the city that engages in some business activity inside the city limits of the city.

C. If any person is engaged in operating or carrying on in the city more than one business, then such person shall pay the license fee herein prescribed for as many of said businesses as are carried on by such person.

is hereby amended to read as follows:

5.04.040 Fee.

A. Unless otherwise provided in the chapter dealing with specific types of business, the city fee for a new city business license is \$50.00 and the city fee for an annual renewal of a city business license is \$50.00. This annual license fee is a basic fee for the privilege of doing and conducting business within the city limits of the city. The license term and respective fee amount may be prorated as necessary to synchronize the license expiration date with the expiration date of the business account administered by the Business Licensing Service.

B. Unless otherwise exempted in this chapter, the city business license fee applies to any business located outside the city that engages in some business activity inside the city limits of the city.

C. If any person is engaged in operating or carrying on business in the city at more than one business location in the city, then such person must obtain a license and pay the license fee herein prescribed for as many of said businesses as are carried on by such person.

D. If two or more persons conduct their own business but at the same physical business location in the city, each such person must obtain their own business license as provided for in this chapter.

Section 4. Grandview Municipal Code Chapter 5.04.060, Investigations, which currently reads as follows:

5.04.060 Investigations.

Within 72 hours of the time of the receipt of an application for a license where ordinances of the city necessitate an inspection, or investigation before the issuance of such licenses, the city clerk's office shall refer such application to the proper city department for making such investigation. The person charged with the duty of making the investigation shall make a report thereon, favorable or otherwise, within seven days after receiving the application or a copy thereof.

is hereby amended to read as follows:

5.04.060 Investigations.

Within 72 hours of the time of the receipt of the information of an application for a city license where ordinances of the city necessitate an inspection, or investigation before the issuance of such licenses, the city clerk's office shall refer such application to the proper city department for making such investigation. The person charged with the duty of making the investigation shall make a report thereon, favorable or otherwise, within seven days after receiving the application information.

Section 5. Grandview Municipal Code Chapter 5.04.070, Building and premises, which currently reads as follows:

5.04.070 Building and premises.

Before a license may be issued, the applicant must certify that to the best of his knowledge and belief the premises and building where the business is to be conducted are in substantial compliance with the requirements of the city ordinances, including but not limited to the zoning ordinance, fire code, building code, plumbing code, electrical code, and other applicable ordinances or regulations.

is hereby amended to read as follows:

5.04.070 Building and premises.

Before a license is issued, the applicant may be required to certify to the city that to the best of their knowledge and belief the premises and building where the business is to be conducted are in substantial compliance with the requirements of the city ordinances, including but not limited to the zoning ordinance, fire code, building code, plumbing code, electrical code, and other applicable ordinances or regulations.

Section 6. Grandview Municipal Code Chapter 5.04.130, Business license penalty, which currently reads as follows:

5.04.130 Business license penalty.

There is established a penalty to be added to each annual business license fee for failure to pay said fee within 60 days after the due date. The due date shall be prior to commencing business for any new business beginning operation after January 1st and shall be January 1st for any business having previously been in operation in the prior year. The penalty shall be double the basic fee. Failure to pay the fee and penalty is grounds for denial of the application and/or imposition of penalties as provided for in GMC 5.04.140.

is hereby amended to read as follows:

5.04.130 Business license penalty.

There is established a city-assessed penalty that may be charged in addition to each annual business license fee for failure to pay said fee by the due date, and which is payable directly to the city. The applicable due dates are two weeks prior to commencing business for any new business, and the license expiration date established by the Business Licensing Service for any currently-licensed business. The amount of the city-assessed penalty is double the basic fee. Failure to pay the annual fee and city-assessed penalty is grounds for denial of the application or renewal and/or imposition of penalties as provided for in GMC 5.04.140.

Section 7. Except as set forth herein, all other provisions of Ch. 5.04 GMC remain unchanged.

Section 8. 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 _____, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE: