

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, MAY 28, 2019**



**REGULAR MEETING – 7:00 PM**

**PAGE**

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
- 4. 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.
- 5. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
  - A. Minutes of the May 14, 2019 Committee-of-the-Whole meeting 1-5
  - B. Minutes of the May 14, 2019 Council meeting 6-8
  - C. Payroll Check Nos. 10965-10984 in the amount of \$95,784.06
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 60112-60116 in the amount of \$81,597.58
  - E. Payroll Direct Deposit 5/1/19-5/15/19 in the amount of \$100,592.26
  - F. Claim Check Nos. 117621-117705 in the amount of \$201,800.81
- 6. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
  - A. Ordinance No. 2019-7 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 9-19
  - B. Resolution No. 2019-20 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 20-21
  - C. Resolution No. 2019-21 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 22-26
  - D. Resolution No. 2019-22 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 27-31

E.	Ordinance No. 2019-8 amending Grandview Municipal Code Section 10.24.025 Speed Limit – Wine Country Road	32
F.	Ordinance No. 2019-9 amending Grandview Municipal Code Chapter 5.04 Business Licenses to accommodate suggestions by the Washington State Department of Revenue for the business license conversion	33-37

- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. ADJOURNMENT**

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
MAY 14, 2019**

**1. CALL TO ORDER**

Mayor Gloria Mendoza called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

**2. ROLL CALL**

Present were: Mayor Mendoza and Councilmembers David Diaz, Mike Everett, Bill Moore and Javier Rodriguez.

Councilmember Gay Brewer arrived at 6:05 p.m.

Councilmember Joan Souders arrived at 6:10 p.m.

Absent was Councilmember Diana Jennings.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Parks & Recreation Director Gretchen Chronis, Police Chief Kal Fuller and City Clerk Anita Palacios.

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

- A. NoaNet Franchise Agreement Request – Chris Walker, Telecommunications Director – 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**

Chris Walker, Telecommunications Director with Northwest Open Access Network (NoaNet) requested 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. He explained that Governor Inslee 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 would be an authorized applicant for funding and hoped to encourage further development of the \$160 million dollar network constructed from the 2009 American Recovery and Reinvestment Act. Northwest Open Access Network (NoaNet) was 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. Their vision was building communities by bridging the digital divide. Their

mission was to develop and operate a reliable public open-access broadband communication network to facilitate member utility operations and rural access to broadband services.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved an 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 to the May 28, 2019 regular Council meeting for consideration.**

**B. Formal request for sidewalk use by downtown establishments – Humberto Rodriguez**

Humberto Rodriguez on behalf of the following downtown businesses: Casa de Vino, El Camprestre, Javi's Chicken, Casa Tequila and The Happy Watermelon, presented a formal request that the City grant permission to downtown restaurants/taverns/eateries the use of sidewalk seating. He explained that sidewalk usage would create a more approachable and engaging environment in the downtown corridor and better appeal to potential customers as well as offer an inviting atmosphere for economic growth in the community. The City would simply have to make sure businesses were following guidelines that would not cause the City to violate the Americans with Disabilities Act. He presented a sample ordinance from the City of Prosser.

Mayor Mendoza recused herself from the discussion due to being the business owner of Casa de Vino.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. directed the City Attorney to draft an ordinance providing for sidewalk use by downtown establishments for consideration at the May 28, 2019 C.O.W. meeting.**

**C. 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 and 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**

At the April 9, 2019 C.O.W. meeting, City Engineers Mike Battle and Terry Alapeteri with HLA Engineering and Land Surveying, Inc., provided a timeline and update on the Old Inland Empire (OIE) Road Improvements. Their presentation was tabled to tonight's meeting for further discussion.

City Engineer Battle explained that the City was 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. Per Yakima Valley Conference of Governments (YVCOG) master Surface Transportation Block Grant (STBG) funding schedule, the anticipated construction funding year for this project was now 2023. HLA completed an updated cost estimate for construction in 2019 and the increase in cost was approximately \$410,000. This increase equated to approximately 19% (about a 3% annual increase over 6 years). The current design would 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 confirmed that a ROW Phase could be added to the project, and money could be transferred from the Construction Phase. The Statewide Transportation Improvement Program (STIP) would 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 would need to be processed. In order to provide the City with additional time to apply for construction funds, staff recommended 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.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Everett, the C.O.W. directed staff to proceed with the right-of-way acquisition phase; moved 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 moved 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 May 28, 2019 regular Council meeting for consideration.**

**5. RECESS & RECONVENE OF C.O.W. MEETING**

**On motion by Councilmember Everett, second by Councilmember Moore, the Council recessed the Committee-of-the-Whole meeting at 7:00 p.m., to reconvene following the regular Council meeting.**

**The Committee-of-the-Whole meeting reconvened at 8:00 p.m.**

**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**

Parks & Recreation Director Chronis explained that the Washington Cities Insurance Authority strongly recommended that the City enter into Recreational Use Permits between those athletic organizations that were utilizing City owned recreational facilities to conduct their respective programs. She presented the Recreational Use Permit between the City and the Grandview

Neptune Rotary Swim Team for the 2019 season. The City Attorney reviewed the permit. Swim Team President Nick Trevino reviewed and signed the permit.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Everett, the C.O.W. moved 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 the May 28, 2019 regular Council meeting for consideration.**

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

Police Chief Fuller explained that on April 9, 2019, Council approved Ordinance No. 2019-4 amending Grandview Municipal Code Section 10.24.025 Speed Limit – Wine Country Road. 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 was presented which would change the wording and spelled out exact locations for posting of signs. The corrected language for the new ordinance would 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."

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Diaz, the C.O.W. moved an ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit – Wine Country Road to the May 28, 2019 regular Council meeting for consideration.**

**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**

City Clerk Palacios explained that 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. The Department of Revenue 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.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved 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 May 28, 2019 regular Council meeting for consideration.

6. **OTHER BUSINESS** – None

7. **ADJOURNMENT**

The C.O.W. meeting adjourned at 8:15 p.m.

---

Mayor Gloria Mendoza

---

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
MAY 14, 2019**

**1. CALL TO ORDER**

Mayor Gloria Mendoza called the regular meeting to order at 7:05 p.m. in the Council Chambers at City Hall.

Present were: Mayor Mendoza and Councilmembers Gay Brewer, David Diaz, Mike Everett, Bill Moore, Javier Rodriguez and Joan Souders.

Councilmember Diana Jennings was absent.

**On motion by Councilmember Moore, second by Councilmember Souders, Council excused Councilmember Jennings from the meeting.**

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Parks & Recreation Director Gretchen Chronis, Police Chief Kal Fuller and City Clerk Anita Palacios.

**2. PLEDGE OF ALLEGIANCE**

Mayor Mendoza led the pledge of allegiance.

**3. PRESENTATIONS**

**A. The American Legion – Placement of Little Free Library at Community Center**

Adjutant James Davidson with the Fred E. Hayes Post 57 of The American Legion requested permission to install a "Little Free Library" outside the entrance to the Grandview Community Center. The Legion would serve as the registered steward of the box, assuring a selection of suitable books were always available and discarding unsuitable material. The Legion would also maintain the box, so there was no burden to the City or staff. It would be placed in a manner not to impede pedestrian traffic or access.

**On motion by Councilmember Diaz, second by Councilmember Souders, Council approved The American Legion's request to install a "Little Free Library" at the Grandview Community Center and directed the City Attorney to draft rules for the installation and location of Little Free Libraries in the City for consideration at the May 28, 2019 C.O.W. meeting.**

**4. PUBLIC COMMENT**

Marsha Wagner, Nutrition Services Director at the Grandview School District, expressed concern with the ordinance prohibiting the distribution of plastic straws and polystyrene-based food containers and requested that the Council consider alternative measures such as recycling programs.



5. **CONSENT AGENDA**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the April 23, 2019 Committee-of-the-Whole meeting
- B. Minutes of the April 23, 2019 Council meeting
- C. Payroll Check Nos. 10932-10964 in the amount of \$30,958.28
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60100-60105 in the amount of \$93,231.96
- E. Payroll Direct Deposit 4/16/19-4/30/19 in the amount of \$108,534.39
- F. Claim Check Nos. 117494-117620 in the amount of \$390,174.76

6. **ACTIVE AGENDA**

- A. **Ordinance No. 2019-6 amending the 2019 Annual Budget**

This item was previously discussed at the April 23, 2019 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Everett, Council approved Ordinance No. 2019-6 amending the 2019 Annual Budget.

- B. **Ordinance No. 2019-7 prohibiting the distribution of plastic straws and polystyrene-based food containers and requiring retail establishments to collect a pass-through charge from customers for the distribution of plastic bags, and adding a new chapter to the Grandview Municipal Code entitled 8.44–Carryout Bag and Food Container Regulation**

This item was previously discussed at the January 22, 2019, February 26, 2019 and April 23, 2019 C.O.W. meetings.

Councilmember Everett moved to approve Ordinance No. 2019-7 prohibiting the distribution of plastic straws and polystyrene-based food containers and requiring retail establishments to collect a pass-through charge from customers for the distribution of plastic bags, and adding a new chapter to the Grandview Municipal Code entitled 8.44–Carryout Bag and Food Container Regulation.

Councilmember Souders seconded the motion.

Councilmembers Everett and Souders voted in favor of the motion.

Councilmembers Rodriguez, Moore, Brewer and Diaz voted in opposition of the motion.

Motion failed.

7. **UNFINISHED AND NEW BUSINESS** – None

**8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**

YVCOG General Membership Meeting – City Administrator Arteaga reported that the Yakima Valley Conference of Governments General Membership meeting scheduled for May 15<sup>th</sup> in Union Gap was going to be held at Union Gap's new City Hall.

Grandview Lumber SIED Loan – City Treasurer Cordray reported that Grandview Lumber made their third annual SIED loan payment.

**9. MAYOR & COUNCILMEMBER REPORTS**

Boat/Trailer Parking on City Street – Councilmember Brewer reported there was a boat and trailer parked on South Euclid that has not been moved.

People For People Transportation Grant – Councilmember Souders reported that People For People was applying for a Federal grant to transport senior and individuals with disabilities between Grandview, Mabton and Sunnyside.

**10. ADJOURNMENT**

**On motion by Councilmember Everett, second by Councilmember Moore, Council adjourned the regular meeting at 8:00 p.m.**

---

Mayor Gloria Mendoza

---

Anita Palacios, City Clerk

## **ORDINANCE NO. 2019-7**

### **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 June 3, 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 28<sup>th</sup> day of May, 2019.

\_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Approved as to form and content:

\_\_\_\_\_  
City Attorney

PUBLICATION: 5/29/19  
EFFECTIVE: 6/3/19

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. 2019-7

"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 Gloria Mendoza

**RESOLUTION NO. 2019-20**

**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 May 28, 2019.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

\_\_\_\_\_

**CITY ATTORNEY**



**Washington State  
Department of Transportation**

<b>Supplemental Agreement Number 3</b>		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. 2019-21**

**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 May 28, 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. <b>20.205</b> (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				0.00		
86.5 %	a. Agency					
	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				0.00		
%	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				0.00		
%	k. Contract			0.00		
	l. Other			0.00		
	m. Other			0.00		
Federal Aid	n. Other			0.00		
Participation	o. Agency			0.00		
Ratio for CN	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. <b>20.205</b> (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](http://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](mailto: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**

<b>Description</b>	<b>% of Direct Labor</b>
<b>Direct Labor</b>	
<b>INDIRECT COSTS</b>	
<b>Fringe Benefits</b>	
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%
<b>Total Fringe Benefits</b>	<b>70.74%</b>
<b>General Overhead</b>	
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%
<b>Total General Overhead</b>	<b>60.23%</b>
<b>Total Indirect Costs</b>	<b>130.98%</b>
<b>Facilities Capital Cost of Money (FCCM)</b>	<b>0.31%</b>
<b>Indirect Cost Rate</b>	<b>131.29%</b>

**RESOLUTION NO. 2019-22**

**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 May 28, 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

**ORDINANCE NO. 2019-8**

**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 May 28, 2019.

**MAYOR**

**ATTEST:**

**CITY CLERK**

**APPROVED AS TO FORM:**

**CITY ATTORNEY**

PUBLICATION: 5/29/19  
EFFECTIVE: 6/3/19

**ORDINANCE NO. 2019-9**

**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 May 28, 2019.

---

**MAYOR**

**ATTEST:**

---

**CITY CLERK**

**APPROVED AS TO FORM:**

---

**CITY ATTORNEY**

PUBLICATION: 5/29/19  
EFFECTIVE: 6/3/19