

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, FEBRUARY 25, 2020**



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

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
  - A. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League 1-7
  - B. 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 – 2020 Swim Team Program 8-13
  - C. Ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit- Wine Country Road 14-20
  - D. Ambulance Service Information 21-22
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

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

**ITEM TITLE**

Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League

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

**AGENDA DATE:** February 25, 2020

**DEPARTMENT**

Parks & Recreation Department

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

**DEPARTMENT DIRECTOR REVIEW**

Gretchen Chronis, Parks & Recreation Director

*G. Chronis*

**CITY ADMINISTRATOR**

**MAYOR**

*C. Jeff*

*Stefania Mendez*

**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 Lower Valley Cal Ripken League for the 2020 season. Baseball League Coordinator Alicia Trevino of the Lower Valley Cal Ripken League has reviewed and signed the agreement.

**ACTION PROPOSED**

Move resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League to a regular Council meeting for consideration.

**RESOLUTION NO. 2020-\_\_**

**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  
LOWER VALLEY CAL RIPKEN LEAGUE**

**WHEREAS**, the City of Grandview and the Lower Valley Cal Ripken League desire to enter into a Recreational Use Permit regarding the use of the Ralph Scott Memorial Ball Fields located at the Country Park Events Center;

**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 Lower Valley Cal Ripken League 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 \_\_\_\_\_, 2020.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**RECREATIONAL USE PERMIT**  
**By and Between**  
**City of Grandview and Lower Valley Cal Ripken League**

This Agreement entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Grandview, and Lower Valley Cal Ripken League for the uses and purposes stated herein and below.

**1. Recitals**

A. The City of Grandview, hereafter called the "City" is a municipal corporation of the State of Washington, with City Hall located at 207 W. 2<sup>nd</sup> Street, Grandview, WA 98930.

B. Lower Valley Cal Ripken League, hereafter called "Baseball League" is a non-profit organization with organized and stated purposes of organizing baseball competition between teams of the organization.

C. City owns Ralph Scott Memorial Ball Fields at the Country Park Events Center. Such facilities include baseball fields suitable for competition, hereafter called the "Baseball Facility".

D. City and Baseball League desire to enter into a Recreational Use Permit regarding the use of Baseball Facility.

**2. Agreement**

Wherefore, in consideration of mutual covenants, conditions and promises herein, the parties agree as follows:

Responsibilities of Baseball League:

A. Baseball League seeks to gain access for the use of Baseball Facility to conduct a program of baseball, in accordance with its own rules and regulations.

B. Baseball League shall pay the City a Recreational Use Permit fee of \$25 for each use of the ball field lights. An accurate account of each use of the ball field lights will be recorded by the league and submitted to the City at the end of the season for appropriate billing. The Recreational Use Permit authorizes Baseball League to use the Baseball Facility as mutually scheduled between March 2 and July 30, 2020. Baseball League acknowledges that City sponsored programs and community events have scheduling priority over Baseball League's use of the Baseball Facility under this Agreement, and that Baseball League may not use the Baseball Facility if such use conflicts with a City sponsored program or community event. Baseball League shall not use the Baseball Facility additionally without first obtaining further written permission from the City and the payment of additional fees as established by the City.

C. At no time shall Baseball League participants, coaches, officials, spectators, vendors or any other people drive or park any vehicles on the Baseball Facility, except maintenance and emergency response vehicles. No vehicles shall be allowed on the field or the grass at the Country Park Events Center, except maintenance and emergency response vehicles. All vehicles must be parked in spaces designated for parking. Only individuals with a current Washington State Disabled Parking Permit will be allowed to park in designated disabled parking areas. All other vehicles associated with the Baseball League will park in the main parking lot at the Country Park Events Center.

D. Baseball League shall be solely and completely responsible for maintaining the dirt infields, facility fencing, dugout shelters, benches, storage units/areas and on site equipment in a clean, neat and safe condition. The City will be responsible for mowing and trimming of grass, restroom maintenance and garbage dumpsters. Baseball League shall provide routine litter clean-up and shall properly dispose of all trash on or surrounding the Baseball Facility, including parking areas, during the period of time that Baseball League shall be using the Baseball Facility. Baseball League shall be responsible for any damage that occurs to the Baseball Facility as a result or incidental to, Baseball League's use of the Baseball Facility under this Agreement. It is the responsibility of the Baseball league to keep all participants and spectators out of the livestock building and amphitheater areas. Baseball League will be allowed to engage in off-season field and structure maintenance of the baseball facility as scheduled through the parks and recreation department.

E. Should Baseball League desire to make improvements and/or install equipment for use on the Baseball Facility, Baseball League shall seek prior written approval of the City before any equipment may be installed. Baseball League shall be solely responsible to ensure that said equipment meets the requirements of the U.S. Consumer Products Commission or other state or federal agency charged with the establishment of safety standards for such equipment. Upon installation of said equipment, such equipment shall remain the sole property of the City unless otherwise specifically agreed upon in writing by both parties.

F. Baseball League is aware of and will abide by all elements of the Grandview Municipal Code of Chapter 12.20 (Park Code).

G. Indemnification/Hold Harmless. User shall defend, indemnify and hold harmless the City of Grandview, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Grandview.

H. Insurance Term. User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

I. No Limitation. User's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Grandview's recourse to any remedy available at law or in equity.

J. Required Insurance. User's required insurance shall be as follows: General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Grandview shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate. General Liability insurance shall also include coverage for participant liability with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain, or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Grandview. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Grandview shall be excess of the User's insurance and shall not contribute with it.

K. City of Grandview Full Availability of User Limits. If the User maintains higher insurance limits than the minimums shown above, the City of Grandview shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Grandview evidences limits of liability lower than those maintained by the User.

L. Certificate of Insurance and Acceptability of Insurers. The User shall provide a certificate of insurance evidencing the required insurance before using the Premises. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

M. Baseball League has inspected the Baseball Facility and the Country Park Events Center and any equipment located upon such facility, and finds such to be adequate for Baseball Leagues use. Baseball League and those individuals using such facilities and equipment through Baseball League and this Agreement do so at their own risk.

N. Under a separate Concession Agreement, the Baseball League shall be entitled to operate a concession stand upon site approved by the City. Baseball League shall comply with all applicable health code requirements, including but not limited to food preparation, storage, sanitation and waste removal. Baseball League shall be solely responsible for compliance with all applicable laws and regulations pertaining to sales tax and tax reporting.

O. Users of athletic fields and facilities for youth sports shall comply with the guidance of RCW 28A.600.190 and RCW 28A.600.195 regarding youth sports concussion, head injuries and sudden cardiac arrest.

P. Baseball League agrees to comply with RCW 49.60.500, made applicable to community athletic 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.

Q. Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture or any other relationship than independent contractors. Baseball League shall be and remain in sole charge, supervision and control of all Baseball League activities, games, training and programs. City shall remain in sole charge, supervision and control of all its parks and recreation programs of the City of Grandview.

R. Term of Agreement. The term of this Agreement shall be for the term of the season set forth in Section B above. Notwithstanding termination of this Agreement through expiration of the term, the provisions relating to insurance and indemnification in Section H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.

S. Termination. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other. In the event Baseball League fails to abide by the terms and conditions of this Agreement or in the event of an Emergency, the City may terminate this Agreement upon such terms and at such time as the City deems necessary and appropriate, provided notice of termination for cause shall be provided to Baseball League. For purposes of this section, the term "Emergency" means any changes of the Comprehensive Plan or Parks & Recreation Plan mandated by governmental authorities and agencies with jurisdiction. Notwithstanding an early termination of this Agreement, the provisions relating to insurance and indemnification in Sections G and H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.

T. Entire Agreement. This Agreement, with Baseball League's application for use of City's park facilities, 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 park facilities shall apply to this Agreement, and are incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms of this Agreement shall control.

U. Assignment. This Agreement and the terms and provisions herein are personal to Baseball League, 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 referenced above.

City of Grandview

Baseball League

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

By:  \_\_\_\_\_  
Baseball League Coordinator

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**

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 – 2020 Swim Team Program

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

**AGENDA DATE:** February 25, 2020

**DEPARTMENT**

Parks & Recreation – Aquatics

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

**DEPARTMENT DIRECTOR REVIEW**

Gretchen Chronis, Parks & Recreation Director

*G. Chronis*

**CITY ADMINISTRATOR**

**MAYOR**

*C. [Signature]*

*Shana Mendoza*

**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 2020 season. 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 – 2020 Swim Team Program to a regular Council meeting for consideration.

**RESOLUTION NO. 2020-\_\_\_\_**

**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 –  
2020 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 2020 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 – 2020 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 \_\_\_\_\_, 2020.

**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 – 2020 Swim Team Program

This Agreement, entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 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 1, 2020.
- 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, 2020, 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

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

Swim Team

By: Julio Nickolas 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 (A)

**AGENDA DATE:** February 25, 2020  
(tabled from February 11, 2020 COW meeting)

**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 unanimously passed Ordinance No. 2019-4 amending Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road.

That ordinance placed the 25 mph to 35 mph transition point at about Higgins Way on West Wine Country Road.

Public comments on the ordinance have questioned the change and requests have been made to undo it.

**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.

To lessen the perceived impact of the change, the 25/35 mph transition point could be moved from Higgins Way back eastward to the Stover Road intersection on West Wine Country Road.

The current language for the ordinance reads: "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..."

The proposed language for the new ordinance would read: "The maximum speed for travel by vehicles on West Wine Country Road from the west city limits to the Stover Road intersection 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 agenda 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:** February 5, 2020  
**To:** Cus Arteaga, City Administrator  
**From:** Kal Fuller, Chief of Police  
**Re:** West Wine Country Road Speed Transition Point Change

I would like to relay a request for a speed change on Wine Country Road (WCR) on the west end of town.

## History

A change to lower speed limits on WCR was first suggested about four years ago by a citizen request. For a couple of years, I tracked statistics and watched changes in the makeup of the businesses on Wine Country Road that affected traffic safety. Collision statistics of the west end of town fluctuated and showed no specific pattern of increase.

During that time, I contacted businesses on WCR. There were a variety of responses to the changes, but no business was opposed to it. No one from the general public that was asked expressed any opposition to the change.

Changes in speed limits on WCR were hoped to assist in a larger project attempting to address issues created by the Wal-Mart Distribution Center's truck traffic between Higgins and Stover Road.

During the research period, a warehouse and a medical clinic were added which are mostly accessed off WCR at Stover Road.

A transition zone helps traffic to smoothly slow down rather than needing to brake down. This contributes to traffic safety. A transition zone was left in place where WCR speed is 55 mph in the County, transitions to 35 mph on the west end of town, then drops to 25 near Higgins Way.

Dropping the speeds between Higgins Way and Stover to 25 mph brought the speeds into line with State law and the Model Traffic Ordinance which basically says that all speeds in a municipal jurisdiction will be 25mph unless otherwise posted.



On April 9, 2019, Council unanimously passed Ordinance No. 2019-4 amending Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road. It was discovered that some language was not correct and so on May 28, 2019, Council passed Ordinance No 2019-8 correcting the language. The final ordinance placed the 25 mph to 35 mph transition at WCR and Higgins Way.

New speed signs went up on West WCR during December of 2019.

#### Current

The new speed signage has been in place now for just under two months.

Several complaints have been relayed to me about the speed change on WCR. It has been related that citizens who travel on WCR to enter and exit town on the west end of town believe the 25 mph speed limit from Euclid to Higgins Way is too restrictive compared to the old speed limit in that area of 35 mph.

It would be good for the Council to have a discussion on whether they wish to stay with their vote in May to place the 25 to 35 mph transition at WCR and Higgins or if they want to move the location of that transition.

From a traffic safety perspective having a transition at Higgins Way is the safest option. That location makes the speed through the two traffic lights 25 mph. A posted speed limit obviously does not stop collisions from happening, but it can lower the speed at which a collision in the intersection does happen. The amount of possible injury is lower at 25 mph than at 35 mph.

Traffic statistics do not, however, show any major concern at either the Stover Road traffic light or the westbound I-82 on/off ramp traffic light. Considering the amount of traffic that passes through the two intersections, the stats are not substantially higher than any other major interchange. If the decision was made to place the 25/35 mph transition at Stover and WCR there would not be an unacceptable amount of concern for the westbound I-82 off ramp exit if we then had a collision there at the new 35 mph as opposed to the current 25 mph limit. The westbound I-82 off ramp intersection has 75% fewer collisions than the Stover Road intersection. A reduction in speed is a zero risk action. To raise a speed limit brings with it a need to diligently examine the change and be aware of possible exposure it can cause.

#### Proposed

Open discussion by the Council as a body to determine what they wish their public position to be on the speed limits on West WCR and where those speed limits should transition. Does the Council stand behind its prior unanimous vote or wish to adjust the ordinance?

It will help tremendously if everyone involved is on the same page and presenting a unified response. A reiteration of the Council's wishes will bring clarity and allow a fair and impartial enforcement of those ordinances they wish to enact.





February 11th, 2020

Mayor Gloria Mendoza & City Council  
City of Grandview

**SUBJECT: Speed Limit on Wine Country Road**

To Mayor and City Council:

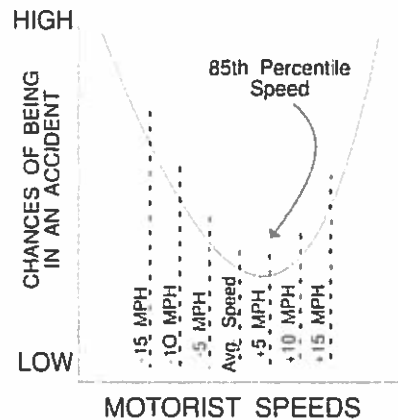
We have reviewed the Committee-of-the-Whole agenda packet with respect to the speed limit on Wine Country Road and appreciate the opportunity to express the Port of Grandview's comments regarding the recently implemented speed limit change on Wine Country Road. The Port Commission discussed this matter at a recent retreat and recommends that the speed limit change be reversed.

First of all, we appreciate Chief Fuller's concern for public safety and his department's efforts to reduce accidents, and we appreciate the Council's desire to do likewise.

Our concern is based upon four factors:

- The reduced speed limit has unfortunately caused West Wine Country Road traffic to "bunch-up," making it difficult for motorists leaving businesses to exit onto Wine Country Road. As traffic slows, the distance between vehicles reduces, thus creating less opportunity to enter traffic. Exiting from the District Court parking lot is particularly difficult for drivers turning left.
- From an Economic Development point of view, slowing our speed limit down is regressive. Prosser, Sunnyside and Union Gap have a 35 mph speed limit on their main thoroughfares all the way through. We need to keep up with them.
- A reduction in speed is not a zero risk action. In fact it is a risk; lower speed limits do not necessarily improve safety. "Research has shown that speed limits set below the reasonable speed of most drivers do not significantly reduce the number of crashes on a road. In fact, crashes may increase with unreasonably low speed limits." (Texas Dept. of Transportation)





Source: "Speed Zoning on Texas Highways" State Department of Highways and Public Transportation, Austin, Texas, October 1990. Figure 2

- Dropping the speed limit by itself does not necessarily bring the speeds into line with State law. RCW 46.61.415 allows local authorities to increase or decrease speed limits on the basis of engineering and traffic investigations to not more than 60 or less than 20 mph. The significant point here is the need for an engineering and traffic investigation. We appreciate the Police Department's research and tracking of statistics. Was this an Engineering and Traffic investigation?

The Washington State Manual on Uniform Traffic Devices states:

*"Speed limits reflecting the speed most motorists naturally drive are selected in part by determining the "85th percentile speed" (the speed that 85 out of 100 vehicles travel at or below). This method is based on the principle that reasonable drivers will consider roadway and roadside conditions when selecting travel speeds."*

*"The range of travel speed is reduced when speed limits are set near the 85th percentile speed and adjusted for the other influencing factors."*

Historically, according to the National Motorists Association, before and after traffic engineering studies have shown that changing the posted speed limit does not significantly affect the 85th percentile speed. The driving environment, which includes other traffic on the road and roadway conditions, is the primary factor which influences the prevailing speed. The driving environment is reflected by the 85th percentile speed. The majority of drivers, consciously or unconsciously, consider the factors in the driving environment and travel at a speed that is safe and comfortable regardless of the posted speed limit.

The primary basis for establishing a proper, realistic speed limit is the nationally recognized method of using the 85th percentile speed.

The Port Commission respectfully suggests that an engineering and traffic investigation conducted prior to reducing the speed limits on Wine Country Road might well have arrived at an 85th percentile speed closer to the 35 mph in place at that time, and a change would not have been warranted.

Sincerely,

Jim Sewell, Commissioner

President, Port of Grandview Board of Commissioners

ORDINANCE NO. 2020-\_\_\_\_\_

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

**WHEREAS**, increasing the speed limit to 35 mph on Wine Country from the west City limits to the Stover Road intersection 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 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.

**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 the Stover Road intersection 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 \_\_\_\_\_, 2020.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLICATION:**  
**EFFECTIVE:**



## Memorandum

**To:** Mayor/Council

**Copy:** Cus Arteaga, City Administrator/PW Director

**From:** Pat Mason, Fire Chief

**Date:** February 3, 2020

**RE:** Ambulance Service Information

In 2018, we started the process of evaluating our alternatives in regards to ensuring ambulance service to the citizens of Grandview through a financial agreement with a local ambulance provider. The City Council chose to partner with the City of Sunnyside for the service. An Inter-Local-Agreement (ILA) was finalized with the City of Sunnyside in July of 2019 and the Sunnyside Fire Department started providing ambulance service in October of 2019. The ILA shows the 1<sup>st</sup> year total cost to provide the service as \$368,439; however, our share was \$163,439. The ILA shows the 2<sup>nd</sup> year projected total cost to provide the service as \$392,562, with our share projected to be at \$187,562. We are currently funding this service out of our existing EMS budget. Our EMS funding source will be completely exhausted by the end of 2020 therefore, we need to establish a new alternative source for this revenue in order to continue to fund this very much needed service. In this memo, I have summarized the cost of providing the ambulance service on our own, the cost to continue to partner with the Sunnyside Fire Department, a comparison of the two, a potential Ambulance Utility revenue source and my recommendation.

### **The Cost to Own/Operate a City Owned Ambulance Service**

• Initial cost to purchase and outfit (2) ambulances	2/\$280,000	\$ 560,000
• Initial cost for housing the new staff		<u>\$ 500,000</u>
<b>Initial Start Up Costs</b>		<b>\$1,060,000</b>
• Annual FTE Staffing payroll and benefits	10 FTE/\$70,000	\$700,000
• Unforeseen overtime	10 FTE/\$1,500	\$ 15,000
• EMS Billing fees	550 /\$25	\$ 13,750
• Vehicle maintenance fees	2/ \$2,500	\$ 5,000
• Annual DOT physicals	10 FTE /\$200	\$ 2,000
• Personnel clothing and uniforms	10 FTE/\$1,500	\$ 15,000
• Annual NFPA / OSHA / EMS training and continuing education	10 FTE/\$1,200	\$ 12,000
• Medical equipment maintenance fees	2 /\$1,100	\$ 2,200
• Fuel & oil		\$ 9,500
• EMS disposable equipment		<u>\$ 3,000</u>
<b>Annual Operating Costs</b>		<b>\$777,450</b>

### **Partnership with the Sunnyside Fire Department**

• Annual contract cost	1 <sup>st</sup> YR - \$163,500	2 <sup>nd</sup> YR - \$187,600
• Initial cost to purchase equipment	No additional cost	
Annual FTE Staffing payroll and benefits	No additional cost	
Unforeseen overtime	No additional cost	
• EMS Billing fees	No additional cost	
• Vehicle maintenance fees	No additional cost	
• Annual DOT physicals	No additional cost	
• Personnel clothing and uniforms	No additional cost	
• Annual NFPA / OSHA / EMS training and continuing education	No additional cost	
• Medical equipment maintenance fees	No additional cost	
• Fuel & oil	No additional cost	
• EMS disposable equipment	No additional cost	

### **Annual Cost of Sunnyside Fire Department (SSFD) Contract Versus Owning Our Own Ambulance Service**

**1<sup>st</sup> YEAR - \$163,500 (SSFD) Versus \$1,837,450 (Ownership/Start Up & Annual Operating Costs)**

**2<sup>nd</sup> YEAR - \$187,600 (SSFD) Versus \$777,450 (Ownership/Annual Operating Costs)**

### **Revenue/Ambulance Utility Fee**

1. We need to identify how many water accounts we have.
2. We need to implement a method for accessing our commercial/industrial/government accounts.
3. The City Council will need to establish a monthly rate to be collected.
4. We will need to identify ways to educate the citizens.
5. The City Council will need to approve and enact the Ambulance Utility Fee. **(For Example: 3,500 water accounts (estimated) at \$10 per month would generate \$420,000 per year.)**
6. If we continue with Sunnyside at \$187,000 per year, we will bank \$233,000 per year to help support this program.
7. The surplus could be used to construct a building in the future to house the crew/equipment so they can be here 24/7.

### **RECOMMENDATION**

It is my recommendation that the City Council support and enact an Ambulance Utility Fee by July 1, 2020, that will be sufficient to cover the estimated \$400,000 cost of providing the service annually. To do so, we will need to incorporate an Ambulance Utility Chapter into the Grandview Municipal Code and establish how many water accounts we will have so that we can set a rate.