

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, APRIL 13, 2021**



This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

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 approving the final plat of Grandridge Estates – Phase 4 located on Grandridge Road 1-5
 - B. Resolution authorizing the Mayor to sign Amendment #1 to the Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update 6-20
 - C. Resolution authorizing the Mayor to sign an Amendment to the Agreement between the City of Grandview and Yakima County Development Association for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds 21-24
 - D. Resolution authorizing the Mayor to sign a Master License Agreement between the City of Grandview and Yakima MSA Limited Partnership, United States Cellular Operating Company of Yakima for Small Cell Wireless Facilities 25-41
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, April 13, 2021 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://zoom.us/j/99006432100?pwd=d3VtdnYvK2hY2k1R2tDZHhIWEd3UT09>

Meeting ID: 990 0643 2100

Passcode: 595589

To join via phone: +1 253 215 8782

Meeting ID: 990 0643 2100

Passcode: 595589

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

ITEM TITLE:

Resolution approving the final plat of Grandridge Estates – Phase 4 located on Grandridge Road

AGENDA NO. New Business 4 (A)

AGENDA DATE: April 13, 2021

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

MAYOR

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

At the March 24, 2020 meeting, Council adopted Resolution No. 2020-13 approving the Grandridge Estates Subdivision 227-lot preliminary plat.

Following approval of the preliminary plat, the developer proceeded with the infrastructure improvements for Grandridge Estates subject to the conditions as outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. Phase 1 consisting of 25 lots was approved by the Council on September 8, 2020. Phase 2 consisting of 47 lots was approved by the Council on November 10, 2020.

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

The infrastructure improvements for Grandridge Estates Phase 4 consisting of 22 lots has been completed to the City's standards. The final plat map for Phase 4 is attached for review.

ACTION PROPOSED

Move a resolution approving the final plat of Grandridge Estates – Phase 4 located on Grandridge Road to a regular Council meeting for consideration.

RESOLUTION NO. 2021-____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE FINAL PLAT OF GRANDRIDGE ESTATES – PHASE 4
LOCATED ON GRANDRIDGE ROAD**

WHEREAS, the developer, Dan Swanson d/b/a KDS Development, Inc., applied for preliminary plat approval for a 227-lot residential subdivision designated as Grandridge Estates; and,

WHEREAS, on March 24, 2020, Council adopted Resolution No. 2020-13 approving Grandridge Estates Subdivision 227-lot preliminary plat subject to conditions outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements; and,

WHEREAS, the developer has completed the infrastructure improvements for Grandridge Estates – Phase 4 per the City's standards,

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

Section 1. The final plat known as Grandridge Estates – Phase 4 is approved.

Section 2. The Mayor is hereby authorized to sign the final plat, a copy of which is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2021.

MAYOR

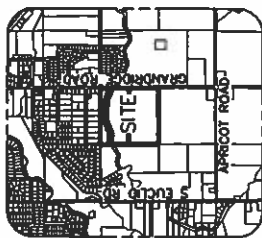
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

THE FINAL PLAT OF GRANDRIDGE ESTATES - PHASE 4 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M., YAKIMA COUNTY, WASHINGTON



VICINITY SKETCH
NOT TO SCALE

LINE	LENGTH	DIRECTION
L1	20.00	N89°32'07"E
L2	10.00	N89°32'07"E
L3	15.00	S89°32'07"W
L4	15.00	N89°32'07"E
L5	1.00	N89°32'07"E
L6	15.01	N89°32'07"E
L7	15.00	S89°32'07"W
L8	22.00	N89°32'07"E
L9	7.00	N89°32'07"E
L10	37.30	S15°39'02"E
L11	35.23	S15°39'02"E
L12	53.87	N67°44'22"E
L13	195.65	N47°09'29"E
L14	214.90	S00°27'53"E
L15	154.76	S43°56'50"W
L16	131.32	S00°27'53"E
L17	152.91	N00°27'53"W
L18	115.00	N89°32'07"E
L19	14.00	N00°27'53"W

CURVE	LENGTH	RADIUS	Δ	CH. DIREC.	CHORD
C1	31.42	20.00	90°00'00"	S45°27'53"E	28.28
C2	31.42	20.00	90°00'00"	N44°32'07"E	28.28
C3	31.42	20.00	90°00'00"	S44°32'07"E	28.28
C4	31.42	20.00	90°00'00"	N45°27'53"W	28.28
C5	31.42	20.00	90°00'00"	S45°27'53"E	28.28
C6	31.42	20.00	90°00'00"	N44°32'07"E	28.28
C7	53.91	60.00	51°28'56"	N57°47'35"W	52.12

LEGEND

- SET 5/8" REBAR W/ BLUE PLASTIC CAP MARKED "STATION NO. 46886"
- FOUND AS INDICATED
- ▲ FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STATION AAD 38021"
- ⊗ FOUND MONUMENT AS INDICATED
- ⊙ SET CASD BRASS CAP MARKED "46886"
- EASEMENT
- PROPERTY BOUNDARY
- CENTERLINE
- G.L.S. PARCELS

AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____
2021 AT _____ M. UNDER YAKIMA
COUNTY AUDITORS FILE NO. _____ AT THE
REQUEST OF DEREK C. INGALSBEE, P.L.S.

INDEX

N	S	T.	R.
23	DNM	23E	



SURVEYOR'S CERTIFICATE:

I, DEREK C. INGALSBEE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "GRANDRIDGE ESTATES PHASE 4", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.

DEREK C. INGALSBEE LS46886 DATE

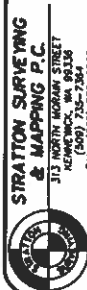
- RIGHT-OF-WAY AND EASEMENT NOTES
- ① = HEREBY DEDICATED RIGHT-OF-WAY
 - ② = PUBLIC UTILITY EASEMENT
 - ③ = IRRIGATION EASEMENT
 - ④ = PRIVATE SEWER EASEMENT
- EXISTING EASEMENT NOTES
- ① = PUBLIC UTILITY EASEMENT, GRANDRIDGE ESTATES PHASE 1
 - ② = IRRIGATION EASEMENT, GRANDRIDGE ESTATES PHASE 1
 - ③ = PUBLIC UTILITY EASEMENT, GRANDRIDGE ESTATES PHASE 2
 - ④ = IRRIGATION EASEMENT, GRANDRIDGE ESTATES PHASE 2



SCALE 1" = 300'
BASIS OF BEARING
MAD 85(11)
WA STATE GRID SOUTH ZONE
PER GPS SOLUTION

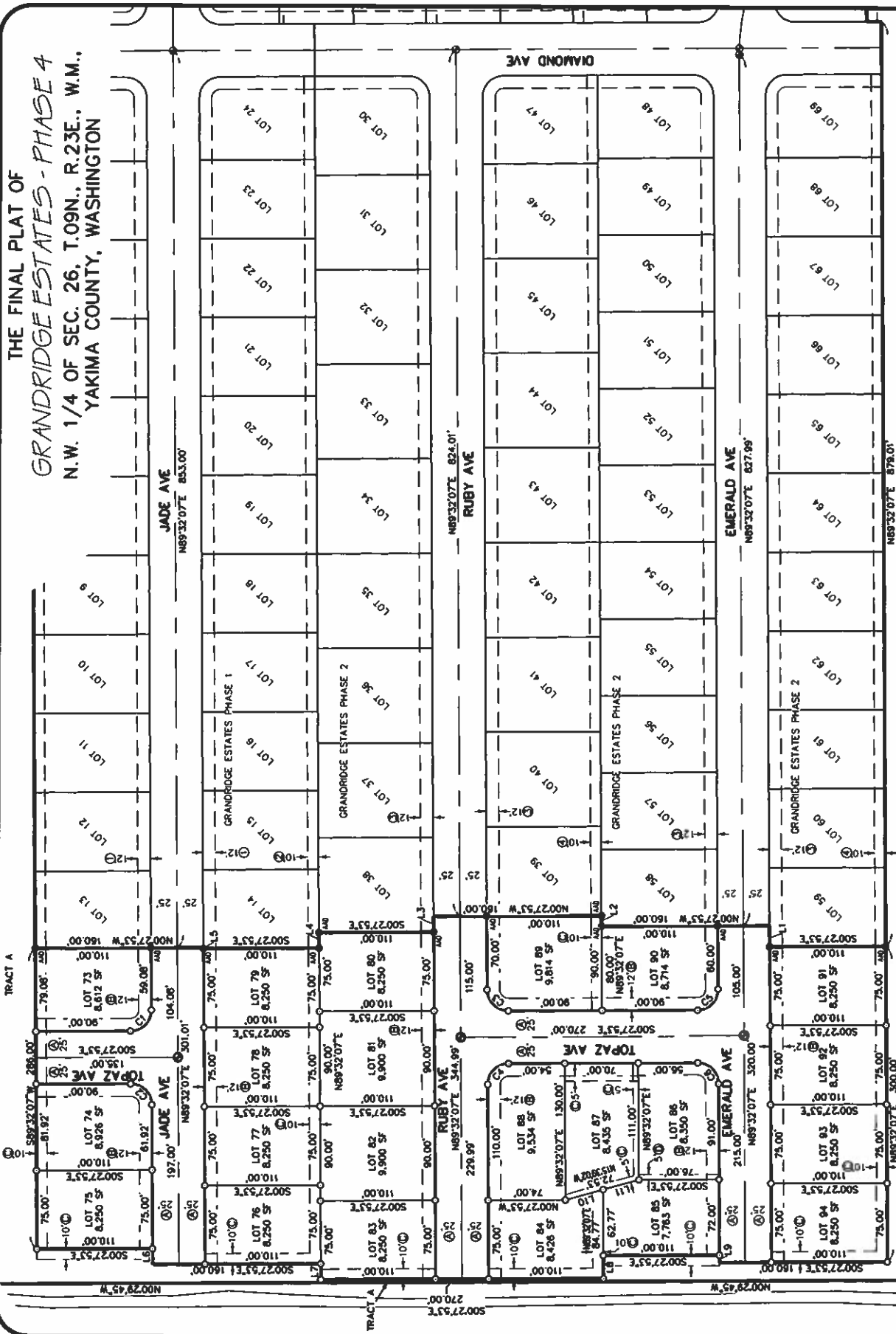
EQUIPMENT USED
A THREE-SECOND TOTAL STATION
SPECTRA PRECISION RTK GPS

PLAT FOR KDS DEVELOPMENT



STRATTON SURVEYING
& MAPPING P.C.
311 NORTH KOSAR STREET
KEMEROO, WA 98138
(206) 735-7364
FAX (206) 735-6860
stratton@stratton-survey.com
© 2021
DATE: 03/20/21 SHT. 1 OF 3
DRAWN BY: DO JOB # 5622

THE FINAL PLAT OF
GRANDRIDGE ESTATES - PHASE 4
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,
 YAKIMA COUNTY, WASHINGTON



STRATTON SURVEYING & MAPPING P.C.
 313 NORTH MOORE STREET
 ACHWA, WASH. 99128
 (509) 735-7364
 FAX: (509) 735-8540
 email: strattonsurveying@comcast.net

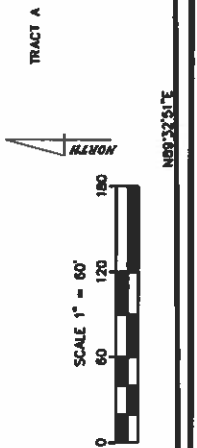
5622P4.DWG © 2021
 DATE: 03/30/21 SHEET: 2 OF 3
 DRAWN BY: DC JOB # 5622

AUDITOR'S CERTIFICATE
 FILED FOR RECORD THIS _____ DAY OF _____
 2021 AT _____ M. UNDER YAKIMA
 COUNTY AUDITORS FILE NO. _____ AT THE
 REQUEST OF DEREK C. INCALCISE, P.L.S.

YAKIMA COUNTY AUDITOR DEPUTY



PLAT FOR
KDS DEVELOPMENT



DESCRIPTION

TRACT A OF THE PLAT OF GRANDRIDGE ESTATES PHASE 2, LYING IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 08 NORTH, RANGE 23 EAST, W.M., RECORDED UNDER AUDITOR'S FILE NUMBER 8076133, RECORDS OF YAKIMA COUNTY, WASHINGTON
TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW.

DEDICATION AND WAIVER OF CLAIMS

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED, HAS WITH THE FREE CONSENT OF SAID PARTIES AND IN ACCORDANCE WITH THEIR DESIRES CAUSED THE SAME TO BE SURVEYED AND LONG PLATTED AS SHOWN HEREON, DOES HEREBY DEDICATE THE RIGHTS-OF-WAY SHOWN HEREON AS PUBLIC DEDICATION TO THE USE OF THE PUBLIC, DOES HEREBY WAIVE ON BEHALF OF HIMSELF AND HIS SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF GRANDVIEW AND ANY OTHER PERSONS OR ENTITIES FOR THE ACQUISITION OF THE ADJACENT LAND BY THE CITY OF GRANDVIEW FOR THE ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED RIGHT-OF-WAY AND DOES HEREBY DEDICATE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

CHARVET BROTHERS FARMS

SIGNED _____ TITLE _____ DATE _____

ACKNOWLEDGEMENT

STATE OF _____
COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____
IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE
SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE
INSTRUMENT AND ACKNOWLEDGED IT AS THE _____
OF CHARVET BROTHERS FARMS, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR
THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

PRINTED NOTARY PUBLIC _____

NOTARY STAMP
BLACK INK ONLY

SIGNED NOTARY PUBLIC _____ MY APPOINTMENT EXPIRES _____

IRRIGATION APPROVAL

I HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE
BOUNDARIES OF THE CITY OF GRANDVIEW, THAT THE IRRIGATION EASEMENTS SHOWN
ON THIS PLAT OF GRANDRIDGE ESTATES PHASE 1 ARE ADEQUATE TO SERVE ALL LOTS
SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO
IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT
WATER USER ASSOCIATION, INC. (DWUA) HAVE BEEN PAID THROUGH THE YEAR 20____ A.D.

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____ DATE _____

SVID R-O-W NOTE

THE SVID R-O-W SHOWN HEREON WAS DERIVED BY AS-BUILT
SURVEY AND PHOTO THEODOLITE SURVEYING. A U.S. GEOLOGICAL
SURVEY AERIAL PHOTO THEODOLITE SURVEY OF THE SAME AREA
THE LATERAL, THE EAST END OF THE LATERAL WAS DERIVED BY
THE SURVEY DATA SHOWN ON SPN 7718163 AND THE PLAT OF
PLEASANT RIDGE HOMES SUBDIVISION.

CITY NOTES

- 1) ALL SIDEWALKS IN PHASE 4 TO BE COMPLETED WITHIN
24 MONTHS OF THE FINAL RECORDED DATE OF PHASE 2/3.

NOTES

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND
MAPPING PC. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE
OF RECORD SEE TITLE SEARCH REPORT PREPARED BY STEWART TITLE COMPANY, ORDER
NUMBER 2036284, DATED 07/19/19, OF WHICH WAS RELIED UPON TO PLOT SAID ITEMS.
PREPARED FOR THE NORTH HALF OF SAID QUARTER ONLY, THE SOUTH HALF IS NOT
COVERED BY SAID TITLE REPORT.
2. STRATTON SURVEYING AND MAPPING MAKES NO WARRANTIES AS TO MATTERS OF
UNWRITTEN TITLE, SUCH AS, ADVERSE POSSESSION, ACQUESCENCE, ESTOPPEL, ETC.

THE FINAL PLAT OF GRANDRIDGE ESTATES - PHASE 4 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M., YAKIMA COUNTY, WASHINGTON

APPROVALS

APPROVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON
THIS _____ DAY OF _____ 20____

CITY MAYOR _____ DATE _____

ATTEST: CITY CLERK _____ DATE _____

APPROVED AS TO THE SURVEY DATA LAYOUT OF STREET, ALLEYS AND OTHER
RIGHT-OF-WAYS SHOWN HEREON.

DATED _____ DAY OF _____ 20____

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____

CITY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS
COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY
DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____ A.D.,
TAX PARCEL NOS. _____

CITY OF GRANDVIEW TREASURER _____ DATE _____

COUNTY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR AND SPECIAL ASSESSMENTS
COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY
DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR _____ A.D.,
TAX PARCEL NOS. _____

YAKIMA COUNTY TREASURER _____

AUDITOR'S CERTIFICATE

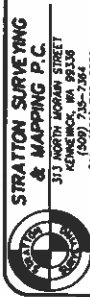
FILED FOR RECORD THIS _____ DAY OF _____

2021 AT _____ M. UNDER YAKIMA

COUNTY AUDITORS FILE NO. _____ AT THE

REQUEST OF DEREK C. INCALISE, P.L.S.

YAKIMA COUNTY AUDITOR _____ DEPUTY _____






56227P4.DWG	© 2021
DATE: 03/30/21	SHT. 3 OF 3
DRAWN BY: DC	JOB # 5622

PLAT FOR
KDS DEVELOPMENT

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

ITEM TITLE Resolution authorizing the Mayor to sign Amendment #1 to the Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update	AGENDA NO.: New Business 4 (B) AGENDA DATE: April 13, 2021
DEPARTMENT Planning	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW	
Anita Palacios, City Clerk	
CITY ADMINISTRATOR	MAYOR
	

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

On February 25, 2020, Council approved Resolution No. 2020-8 authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments (YVCOG) for the Shoreline Master Program Plan Update. The Mayor signed the Agreement on March 2, 2020.

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

Chris Wickenhagen, YVCOG Executive Director, requested an amendment to the City's Professional Service Agreement to change the wording and dollar amount in Task 4. The revision does not change the total contract amount signed previously, see email attached.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign Amendment #1 to the Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update to a regular Council meeting for consideration.

Cus Arteaga

From: Chris Wickenhagen <chris.wickenhagen@yvcog.org>
Sent: Thursday, February 4, 2021 4:44 PM
To: Cus Arteaga
Cc: Jeff Watson; Shane Andreas
Subject: Shoreline Master Plan Amendment Request
Attachments: Amended Contract for Signature_Grandview.pdf

CAUTION: External Email

Hi Cus,

I am presenting an amendment for COG's Shoreline Master Plan contract with Grandview that Mayor Mendoza signed on March 2, 2020.

Working with Ecology, COG needs to change the wording and the dollar amount in Task 4. This does not change the total contract amount signed previously. Because COG is an *Authorized Official* on Ecology's site for Grandview, we can submit the new SOW to them on Grandview's behalf. Please let me know if you want me to do this.

Our financial grant specialist, Shane Andreas, will input YVCOG's expenses into Ecology's site (EAGL), mail Grandview the reimbursement request for your records, and communicate with your staff to input Grandview's expenses for reimbursement.

They then can push the submit button after reviewing everything for accuracy.

If you have any questions, give me a call.

Thank you
Chris

Chris Wickenhagen
YVCOG Executive Director
509-574-1550 Office
509-759-7986 Direct



RESOLUTION NO. 2020-8

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICE AGREEMENT
WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS FOR THE
SHORELINE MASTER PROGRAM PLAN UPDATE**


WHEREAS, the City of Grandview wishes to enter into a Professional Service Agreement with the Yakima Valley Conference of Governments to update the Shoreline Master Program Plan.

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 Professional Service Agreement with the Yakima Valley Conference of Governments 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 February 25, 2020.

MAYOR



ATTEST:



CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

CITY OF GRANDVIEW, WA
PROFESSIONAL SERVICE AGREEMENT – SHORELINE MASTER PLAN UPDATE

THIS CONTRACT, entered into this 1st day of January, 2020 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Grandview, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Gloria Mendoza, Mayor, hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Services to be Provided by the Parties:

- a. The Conference shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be June 30, 2021.

3. Consideration:

The City shall reimburse the Conference in accordance with the Budget described in Attachment #1 of the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount to be reimbursed by the City exceed the sum of \$10,674.00. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

4. Records:

The Conference agrees to maintain such records and follow such procedures as may be required as the City may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Conference for a period of three years after final audit of the City's project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period of record retention.

The City and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Conference involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Conference to the City shall be that of an independent consultant rendering professional services. The Conference shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Conference.

6. Suspension, Termination, and Close Out:

If the Conference fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract in the manner specified herein:

- a. Suspension - If the Conference fails to comply with the terms and conditions of this contract, or whenever the Conference is unable to substantiate full compliance with provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Conference or its authorized representative. The suspension will remain in full force and effect until the Conference has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Conference or its authorized representative during the period of suspension will be allowable under the contract except:

- (1) Reasonable, proper, and otherwise allowable costs which the Conference could not avoid during the period of suspension;
- (2) If upon investigation, the Conference is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
- (3) In the event all or any portion of the work prepared or partially prepared by the Conference be suspended, abandoned, or otherwise terminated, the City shall pay the Conference for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

- b. Termination for Cause - If the Conference fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- (1) The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) The Conference has failed to take satisfactory action as directed by the City or its authorized representative within the time period specified by same;
- (3) The Conference has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The City may terminate this contract in whole or in part, and thereupon shall notify the Conference of the termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Conference. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

- c. Termination for Other Grounds - This contract may also be terminated in whole or in part:

- (1) By the City, with the consent of the Conference, or by the Conference with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- (3) In the event the City fails to pay the Conference promptly or within sixty (60) days after invoices are rendered, the City agrees that the Conference shall have the right to consider said default a breach of this agreement and the duties of the Conference under this agreement terminated. In such event, the City shall then promptly pay the Conference for all services performed and all allowable expenses incurred; and
- (4) The City may terminate this contract at any time giving at least ten (10) days notice in writing to the Conference. If the contract is terminated for convenience of the City as provided herein, the Conference will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

The City may require changes or modifications in the Scope of Work to be performed hereunder. Such changes, including any decrease or increase in the amount of compensation therefore, which are mutually agreed upon by the City and the Conference shall be incorporated in written amendments to this contract.

8. Personnel:

The Conference represents that they have, or will secure at their own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have a contractual relationship to the City.

All services required hereunder will be performed by the Conference or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

9. Assignability:

The Conference shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or novation), without prior written consent of the City thereto: provided, however, that claims for money by the Conference from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City by the Conference.

10. Reports and Information:

The Conference shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the Conference under this contract are confidential and the Conference agrees that they shall not be made available to any individual or organization without prior written approval of the City unless otherwise subject to public records laws.

12. Copyright:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Conference.

13. Compliance with Local Laws:

The Conference shall comply with all applicable laws, ordinances, and codes of the state and local government and the Conference shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Interest of Members of the City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Conference shall also take appropriate steps to assure compliance.

17. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Conference shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees:

The Conference covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Conference further covenants that in the performance of this contract, no person having such interest shall be employed.

19. Audits and Inspections:

The City and State Auditor or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and part of the project and this contract, by whatever legal and reasonable means are deemed expedient by the City and the State Auditor.

20. Hold Harmless:

The Conference agrees to indemnify and hold harmless the City, appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Conference's and its agents' negligent performance of work associated with this agreement. The Conference shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

This agreement contains all terms and conditions agreed to by the City and the Conference. The Attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of 2 pages.

IN WITNESS WHEREOF, the City and the Conference have executed this contract agreement as of the date and year last written below.

CITY OF GRANDVIEW
WASHINGTON

by Gloria Mendoza
Gloria Mendoza, Mayor

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

by Christina Wickert
James A. Restucci, Chair

ATTEST:

by [Signature]
City Clerk

ATTEST:

by [Signature]
Secretary

Date: 2/25/20

Date: 3/2/2020

APPROVED AS TO LEGAL FORM:

by [Signature]
Attorney for City of Grandview

For YVCOG Use Only:

BARS # 201 512 345 84 003

☒ GL Revenue Code List

☒ Revenue Balance spreadsheet

☐ Vision Financials

☒ Salaries & Fringe spreadsheet

☒ Copy Code / Copier

☒ Project Ledger

**Grandview Shoreline Master Program Periodic Update
YVCOG Scope of Work and Estimate for Services**

		Estimated Hours		
		<u>Planner</u>	<u>GIS</u>	<u>Est. Cost</u>
Shoreline Master Plan Update				
<i>Project Oversight: Coordination, Management and Administration</i>	1. Coordinate with Washington State Department of Ecology throughout the SMP review process	8		\$656
	2. Coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and indian tribes throughout the SMP review process	8		\$656
	3. Conduct project management activities including compliance with state statutes and rules, project schedule, adhere to scope of work, timelines and due dates	4		\$328
	4. Submit quarterly progress reports and close out	4		\$328
	<i>Subtotal Hours and Cost</i>	24		\$1,968
<hr/>				
<i>Public Participation Plan</i>	1. Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090.	5		\$410
	2. Conduct public participation activities	8		\$656
	<i>Subtotal Hours and Cost</i>	12		\$1,066
<hr/>				
<i>Review Shoreline Master Program and Draft Revisions</i>	1. Review amendments to Chapter 9058 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance.	15	10	\$2,050
	2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them.	6		\$492
	3. Document the consistency analysis to support proposed changes to the Shoreline Master Program of Finding of Adequacy	5		\$410
	4. Conduct additional analysis deemed necessary to address local circumstances, new information or improved data	10		\$820
	5. Draft revised SMP goals, policies and regulations or prepare findings of adequacy.	4		\$328

Tasks		Estimated Hours		
		<u>Planner</u>	<u>GIS</u>	<u>Est. Cost</u>
<i>Subtotal Hours and Cost</i>		40		\$4,100
<hr/>				
<i>Draft final SMP or Finding of Adequacy</i>	1. Provide draft SMP to city staff for review, and revise as needed.	4		\$328
	2. Prepare SEPA review and conduct process	4		\$328
	3. Conduct public review process	4		\$328
	4. Present draft SMP to Planning Commission.	3		\$246
	5. Revise as needed to reflect staff/Planning Commission comments.	2		\$164
	6. Present draft SMP to City Council.	4		\$328
	7. Assemble complete SMP final draft amendment or Finding of Adequacy as approved by City.	4		\$328
<i>Subtotal Hours and Cost</i>		25	0	\$2,050
Admin staff		15		\$990
Mileage				\$450
Copies and mailing				\$50
TOTAL				\$10,674

NOTES:

1. Grandview's Periodic Update Shoreline Master Program due June 30, 2021
2. Time estimates assume interaction with Grandview staff to gather data and review draft materials. Timely completion of tasks is dependent upon timely provision of requested information and review of materials by Grandview staff.
3. Timelines for completion of these tasks will be dependent upon availability of Grandview staff for responses and Planning Commission/City Council schedules.
4. Hours to staff meetings include meeting preparation and travel to/from Grandview.
5. Cost estimates per task include benefits and indirect costs.

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AMENDMENT #1 TO THE PROFESSIONAL
SERVICE AGREEMENT WITH THE YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS FOR THE SHORELINE MASTER PROGRAM PLAN UPDATE**

WHEREAS, the City of Grandview entered into a Professional Service Agreement with the Yakima Valley Conference of Governments to update the Shoreline Master Program Plan on February 25, 2020; and

WHEREAS, the City wishes to amend the Agreement to change the wording and dollar amount in Task 4;

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

The Mayor is hereby authorized to sign Amendment #1 to the Professional Service Agreement with the Yakima Valley Conference of Governments 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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF Grandview
PROFESSIONAL SERVICES AGREEMENT
AMENDMENT #1

THIS AMENDMENT, TO THE January 1 , 2020 Professional Services Agreement for the Town/City of **Grandview's Shoreline Master Plan Update** entered into this 2nd day of March, 2020 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by Christina Wickenhagen, Executive Director, hereunto duly authorized, and the City/Town of Grandview a municipal corporation located within Yakima County, State of Washington (hereinafter called the "City/Town"), acting herein by Mayor Gloria Mendoza, hereunto duly authorized;

WITNESSETH THAT;

WHEREAS, on January 1, 2020, the City/Town contracted with the Conference for certain professional planning services; and,

WHEREAS, it is necessary to amend certain sections of the contract;

NOW, THEREFORE, the parties do mutually agree, to modify the contract to provide the following:

Change in Scope of Work Task 4:

The amount of the original contract will not be increased.

The change in the Scope of Work for Task 4 is modified to combine tasks and estimated costs.

All other provisions of said contract remain unchanged.

YAKIMA VALLEY CONFERENCE
OF GOVERNMENTS

CITY/TOWN OF GRANDVIEW
YAKIMA COUNTY

Christina Wickenhagen, Executive Director

Mayor

ATTEST: _____
Secretary

ATTEST: _____

Date: _____

Date: _____

**Shoreline Master Program Periodic Update -
YVCOG Scope of Work and Estimate for Services for the City of Grandview
Amendment #1**

	Tasks	Estimated Cost
TASK 1		
<i>Project Oversight: Coordination, Management and Administration</i>	1. Coordinate with Washington State Department of Ecology throughout the SMP review process	\$656
	2. Coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes throughout the SMP review process	\$656
	3. Conduct project management activities including compliance with state statutes and rules, project schedule, adhere to scope of work, timelines and due dates.	\$328
	4. Submit quarterly progress reports and close out report	\$328
	<i>Subtotal Hours and Cost</i>	\$1,968
TASK 3		
<i>Public Participation Plan</i>	1. Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090.	\$410
	2. Conduct public participation activities	\$656
	<i>Subtotal Hours and Cost</i>	\$1,066
TASK 4		
<i>Review Shoreline Master Program and Draft Revisions</i>	1. Review amendments to Chapter 90.58 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance.	\$3,040
	2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them.	\$492
	3. Document the consistency analysis to support proposed changes to the Shoreline Master Program of Finding of Adequacy	\$410
	4. Conduct additional analysis deemed necessary to address local circumstances, new information or improved data	\$820
	5. Draft revised SMP goals, policies and regulations or prepare findings of adequacy.	\$728
	<i>Subtotal Hours and Cost</i>	\$5,490

	Tasks	Estimated Cost
TASK 5		
<i>Draft final SMP or Finding of Adequacy</i>	1. Provide draft SMP to city staff for review, and revise as needed.	\$428
	2. Prepare SEPA review and conduct process	\$328
	3. Conduct public review process	\$328
	4. Present draft SMP to Planning Commission.	\$246
	5. Revise as needed to reflect staff/Planning Commission comments.	\$164
	6. Present draft SMP to City Council.	\$328
	7. Assemble complete SMP final draft amendment or Finding of Adequacy as approved by City.	\$328
	<i>Subtotal Hours and Cost</i>	<i>\$2,150</i>
	TOTAL Contract	\$10,674

NOTES:

1. City Periodic Update Shoreline Master Program due June 30, 2021 (RCW 90.58.080(4)(b)(iii))
2. Time estimates assume interaction with staff to gather data and review draft materials. Timely completion of tasks is dependent upon timely provision of requested information and review of materials by city staff.
3. Timelines for completion of these tasks will be dependent upon availability of city staff for responses and Planning Commission/City Council schedules.

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

ITEM TITLE

Resolution authorizing the Mayor to sign an Amendment to the Agreement between the City of Grandview and Yakima County Development Association for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds

AGENDA NO.: New Business (C)

AGENDA DATE: April 13, 2021

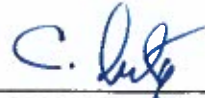
DEPARTMENT

Economic Development

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

City Administrator/Public Works Director Cus Arteaga



CITY ADMINISTRATOR

MAYOR



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

On August 25, 2020, the City entered into an agreement with Yakima County Development Association (YCDA) for the pass through and use of the Washington State Department of Commerce Coronavirus Relief Funds as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency. On September 14, 2020, the City received an additional award of the federal Coronavirus Relief Funds in the amount of \$168,000 from the Washington State Department of Commerce Coronavirus Relief Funds. YCDA agreed to administer the additional funding as a grant program for small businesses, the same as that outlined in the August 25, 2020 Agreement.

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.

YCDA has requested that the City approve an Amendment to the Agreement for administration of the additional Coronavirus Relief Funds as a grant program for small businesses in the City of Grandview.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an Amendment to the Agreement between the City of Grandview and Yakima County Development Association for the pass through and use of Washington State Department of Commerce Coronavirus Relief Funds to a regular Council meeting for consideration.

RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE AGREEMENT BETWEEN
THE CITY OF GRANDVIEW AND YAKIMA COUNTY DEVELOPMENT ASSOCIATION FOR
THE PASS THROUGH AND USE OF THE WASHINGTON STATE DEPARTMENT OF
COMMERCE CORONAVIRUS RELIEF FUNDS**

WHEREAS, on August 25, 2020, the City entered into an agreement with YCDA for the pass through and use of the Washington State Department of Commerce Coronavirus Relief Funds as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency;

WHEREAS, on September 14, 2020, the City received an additional award of the federal Coronavirus Relief Funds in the amount of \$168,000 from the Washington State Department of Commerce Coronavirus Relief Funds;

WHEREAS, YCDA agreed to administer the additional funding as a grant program for small businesses, the same as that outlined in the August 25, 2020 Agreement under the terms and conditions herein;

WHEREAS, the City wishes to amend its Agreement with YCDA to engage YCDA to assist the City in utilizing the additional Coronavirus Relief Funds;

WHEREAS, the approval of said amendment is in the best interest of the citizens of the City of Grandview,

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

The Mayor is hereby authorized to sign the Amendment to the Agreement between the City of Grandview and Yakima County Development Association for the pass through and use of the Washington State Department of Commerce Coronavirus Relief Funds 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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AMENDMENT TO THE AGREEMENT

BETWEEN THE CITY OF GRANDVIEW AND YAKIMA COUNTY DEVELOPMENT ASSOCIATION FOR THE PASS THROUGH AND USE OF THE WASHINGTON STATE DEPARTMENT OF COMMERCE CORONAVIRUS RELIEF FUNDS

THIS AMENDMENT is entered into this ____ day of _____, 2021, by and between the City of Grandview (hereinafter referred to as the "City") and the Yakima County Development Association (hereinafter referred to as "YCDA") and amends the Agreement between the City and YCDA dated August 25, 2020.

WHEREAS, on August 25, 2020, the City entered into an agreement with YCDA for the pass through and use of the Washington State Department of Commerce Coronavirus Relief Funds as grants to small businesses for expenses associated with the provision of economic support in connection with the COVID-19 public health emergency;

WHEREAS, on September 14, 2020, the City received an additional award of the federal Coronavirus Relief Funds in the amount of \$168,000 from the Washington State Department of Commerce Coronavirus Relief Funds;

WHEREAS, YCDA agreed to administer the additional funding as a grant program for small businesses, the same as that outlined in the August 25, 2020 Agreement under the terms and conditions herein;

WHEREAS, the City wishes to amend its Agreement with YCDA to engage YCDA to assist the City in utilizing the additional Coronavirus Relief Funds;

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth, the City and YCDA do hereby agree that the Agreement referred to above is hereby amended as follows:

Section 1: Amendment to the August 25, 2020 Agreement

1. SCOPE OF SERVICE

Activities: YCDA will be responsible for distributing as grants to small businesses the additional funding award of the federal Coronavirus Relief Funds in the amount of \$168,000 allocated to the City in a manner satisfactory to the City and consistent with any standards required by state or federal law, including the Washington State Department of Commerce Coronavirus Relief Funds for Local Government Program Guidelines

Section 2: All other contractual terms remain

Aside from the specific amendments listed in Section 1, all other terms, conditions, requirements, and obligations outlined and agreed to in the Agreement between the City of Grandview and Yakima County Development Association, dated August 25, 2020, remain in full force and effect and are not altered or amended unless specifically set forth herein.

DATED this 7 day April, 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

CITY OF GRANDVIEW

Mayor Gloria Mendoza

YAKIMA COUNTY DEVELOPMENT ASS'N



By: Jonathan Smith, Director

ATTEST:

Anita Palacios, City Clerk

APPROVED AS TO FORM:

City Attorney

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

ITEM TITLE

Resolution authorizing the Mayor to sign a Master License Agreement between the City of Grandview and Yakima MSA Limited Partnership, United States Cellular Operating Company of Yakima for Small Cell Wireless Facilities

AGENDA NO.: New Business (D)

AGENDA DATE: April 13, 2021

DEPARTMENT

Public Works Development

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

City Administrator/Public Works Director Cus Arteaga



CITY ADMINISTRATOR

MAYOR





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

None

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.

United States Cellular is requesting a Master License Agreement with the City to install, maintain and operate eight (8) Small Cell Wireless Facilities on existing, replacement or new utility poles within the public right-of-way, see Project Overview attached.

ACTION PROPOSED

~~Move a~~ resolution authorizing the Mayor to sign a Master License Agreement between the City of Grandview and Yakima MSA Limited Partnership, United States Cellular Operating Company of Yakima for Small Cell Wireless Facilities to a regular Council meeting for consideration.



Faulk & Foster

Cus Arteaga
City Administer / Public Works Director
City of Grandview
207 West Second Street
Grandview, WA 98930

April 7, 2021

Anita G. Palacios
City Clerk/Human Resources
City of Grandview
207 West Second Street
Grandview, WA 98930

RE: UScellular – City of Grandview Franchise App For CRAN Small Cell Project

Dear Cus and Anita,

Enclosed please find the partially-executed "MASTER LICENSE AGREEMENT" for the proposed UScellular small cell project in Grandview.

This agreement is being submitted for consideration for approval by the Grandview City Council.

As you are aware, this agreement has been negotiated between UScellular and Quinn Plant, Attorney for the City of Grandview. It serves to authorize UScellular to install, maintain, and operate Small Cell Wireless Facilities on existing, replacement, or new utility poles within the public right-of-way (ROW).

Additional details are provided in the enclosed Project Overview handout.

Please contact me if you have any questions or issues.

Sincerely,


Kaye Johnson

Faulk & Foster
678 Front Avenue NW, Suite 215
Grand Rapids, MI 49504

Email: Kaye.Johnson@FaulkAndFoster.com
Office: 616.647.3720 x108
Cell: 616-291-9206

Enclosed: MASTER LEASE AGREEMENT (partially executed) with Exhibits A, B
Project Overview Handout



Wireless is growing exponentially as the leading means of communication around the world, with demand for connectivity and capacity soaring among all users – consumers, business, public safety, education, health care, and government.

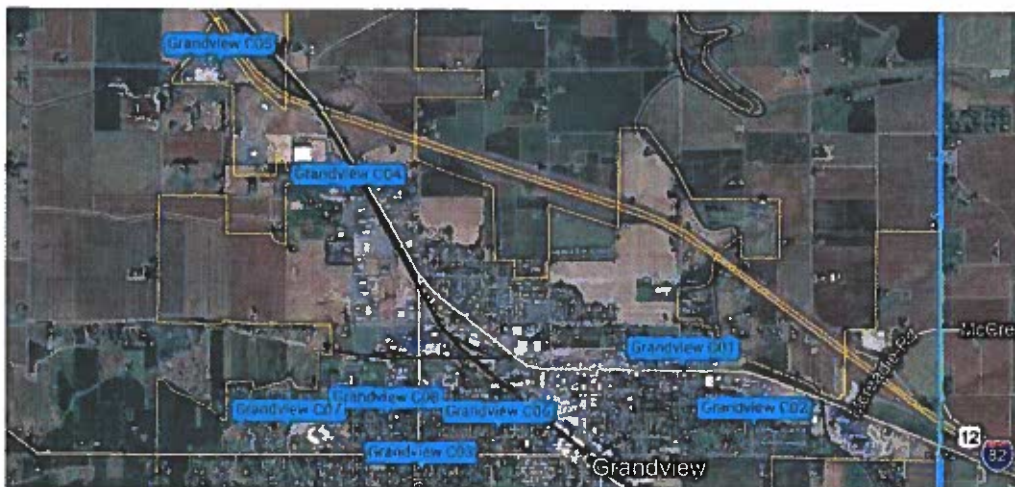
Our small cell network is the solution. Small cell sites are wireless transmitters and receivers, which are unobtrusively attached to existing and/or new infrastructure such as streetlights and utility poles in the public right-of-way ("ROW"). Wireless customers will benefit both from the proximity of these networks to their devices and from their use of fiber, which can handle a massive amount of data at fast speeds. As a bonus, these small cells can send data using mid- and high-band range, preparing your town with the foundation for a next-generation network and the latest applications.

Community collaboration is key. The 4th largest wireless carrier in the country, UScellular has already successfully installed small cell networks in jurisdictions like yours. For your small cell network project, we'll work collaboratively to establish a streamlined permitting process to access the public ROW based on your state small cell legislation and local ordinances. While we assume responsibility and the cost of everything from installation to operation, your alliance and teamwork is essential and embraced every step of the way.



Project Overview

- Current proposed deployment plans include eight (8) small cells which will be the City's first small cell deployment.
- UScellular and Faulk & Foster have been working with the City on a Franchise Agreement which will allow access to the public right-of-way (ROW). All current candidates are within the City of Grandview jurisdiction.
- Please note that locations are subject to change and have been selected to be within 200' of the target coordinates within the ROW.
- A Pole Attachment Agreement with PacifiCorp (WA) has been executed. Where an existing utility pole is eligible and is approved by PacifiCorp, the small cell will be installed on the existing pole or a replacement pole in the same location as the existing pole. In some cases, an existing utility pole may not be viable and a new pole may be needed in the ROW.
- To meet the needs of the coverage and capacity goals, the antenna needs to be mounted with the center at 34' or above (antenna height is 2' with another 1' for the pole-top mount). Given local topography and adjacent structures, the poles should be between 36' and 45' in total height, including the pole-top antenna, mount, etc.
- PacifiCorp will provide power for each site.
- For all poles, fiber will be provided by LS Networks. Microwaves will not be used.



RESOLUTION NO. 2021-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A MASTER LICENSE AGREEMENT
BETWEEN THE CITY OF GRANDVIEW AND YAKIMA MSA LIMITED PARTNERSHIP,
UNITED STATES CELLULAR OPERATING COMPANY
FOR SMALL CELL WIRELESS FACILITIES**

WHEREAS, the City of Grandview is the owner of certain streetlight poles, utility poles, traffic signal poles and/or property within the right-of-way, which is owned and/or managed by City; and

WHEREAS, Yakima MSA Limited Partnership, United States Cellular Operating Company is duly authorized and licensed by the Federal Communications Commission to provide wireless services within Grandview's territorial boundaries; and

WHEREAS, United States Cellular desires to access the right-of-way to construct new wireless support structures used to support Small Cell Wireless Facilities, and install, own, lease, and/or operate Small Cell Wireless Facilities on or supported by City poles and third-party owned utility and/or streetlight poles within the right-of-way; and

WHEREAS, City and Yakima MSA Limited Partnership, United States Operating Company desire to enter into an agreement to define the general terms and conditions which would govern their relationship with respect to particular locations to install, maintain and operate Small Cell Wireless Facilities;

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 Master License Agreement with Yakima MSA Limited Partnership, United States Cellular Operating Company for Small Cell Wireless Facilities 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 _____, 2021.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT ("Agreement") is made as of the date of the last signature below ("Effective Date"), is made by and between the City of Grandview, Washington ("Licensor") and Yakima MSA Limited Partnership, a Delaware limited partnership ("Licensee"), with its principal offices located at 8410 West Bryn, Mawr Avenue, Chicago, Illinois 60631. Licensor and Licensee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

RECITALS

WHEREAS, Licensor is the owner, of certain streetlight poles, utility poles, traffic signal poles ("Licensor Poles") and/or property within the right-of-way, which is owned and/or managed by Licensor; and

WHEREAS, Licensee is duly authorized and licensed by the Federal Communications Commission to provide wireless services within Grandview's territorial boundaries; and

WHEREAS, Licensee desires to access the right-of-way to construct Licensee owned or operated new wireless support structures ("Licensee Poles") used to support Small Cell Wireless Facilities, and install, own, lease, and/or operate Small Cell Wireless Facilities on or supported by Licensor's Poles and third-party owned utility and/or streetlight poles within the right-of-way; and

WHEREAS, for the purposes of this agreement, Small Cell Wireless Facilities ("Facilities" or "Facility") is defined as equipment and a communications network which includes all of the following: (a) pole-mounted and ground-mounted equipment associated with wireless service; (b) radio transceivers, Antennas, or coaxial, metallic, or fiber-optic cable located on, in, under, or otherwise adjacent to a Pole; (c) regular and backup power supplies; (e) wireless equipment housed within an associated wireless or slab-mounted equipment cabinet; and

WHEREAS, Licensor and Licensee acknowledge that the terms of this Agreement are nondiscriminatory, competitively neutral and commercially reasonable; and

WHEREAS, Licensor and Licensee desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular locations at which Licensor may wish to permit Licensee to install, maintain and operate Facilities as hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

THE PARTIES AGREE as follows:

I. Premises

Pursuant to all terms and conditions of this Agreement, Licensor agrees to license to Licensee certain space on or upon the right-of-way and Licensor's Poles (collectively, "Premises") for the installation, operation, modification, maintenance and repair of Licensee Facilities and Poles; together with the non-exclusive right of ingress and egress from the right-of-way, seven (7) days a week, twenty four (24) hours a day for the purpose of installation, operation, maintenance, repair and modification of Licensee's Facilities. In the event there are not sufficient electric and telephone, cable or fiber utility sources located at the specific location agreed upon, Licensor agrees to grant Licensee the right to install such utilities on, over and/or under the Premises for Licensee's Facilities as necessary for Licensee to operate its Facilities, but only from duly authorized provider of such utilities, provided the location of such utilities shall be approved by Licensor.

II. Master License Term

The initial term of this Agreement ("Master Initial Term") shall be for five (5) years commencing upon the Effective Date and shall automatically renew for four (4) additional five (5) year periods (each a "Master Renewal Term") thereafter, unless Licensee notifies Licensor of its intent not to renew at least one hundred and twenty (120) days prior to the end of the then current Master Initial or Renewal Term.

III. Permit Application & Issuance Process

A. Permit Required.

- i. Licensee shall apply for a Small Cell Permit ("Permit") for the installation or placement of each Small Cell Wireless Facility. A Permit is not required for routine maintenance or repairs, emergency access, including like-for-like replacement, but notice may be required as set out in Section XIX.
- ii. It is understood that Licensee may collocate Facilities on existing utility poles, Licensor Poles and/or build new Licensee Poles or replace existing poles for the purpose of collocation of such facilities which would comply

with all encroachment and building permits, applicable Licensor, state and federal specifications, and Laws.

- iii. Licensee may, at Licensee's sole cost, replace existing poles or infrastructure if structural or engineering analysis deem that a pole replacement is necessary to support Licensee's Small Cell Wireless Facilities. Upon installation of the replacement Pole, title to such Pole shall transfer to Licensor as is with no guarantee or warranty, express or implied, without the need for a bill of sale. Licensor shall thereafter be responsible for the maintenance and repair of such replacement Pole, along with the operation of any Licensor equipment attached and any corresponding costs.
- iv. Licensee shall be allowed, at Licensee's discretion, to file a consolidated application and receive a single permit for the collocation of up to twenty-five (25) Facilities so long as the collocations each involve substantially the same type of Facilities and substantially the same type of structure. If an application includes multiple Facilities, Licensor may remove Facility collocations from the application and treat separately Facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. Licensor may issue separate permits for each collocation that is approved in a consolidated application.
- v. Licensee shall secure a permit from Licensor to work within rights-of-way for activities that affect traffic patterns or require lane closures.

B. Review of Permit Application.

i. *Complete Application.*

Licensor shall review Licensee's Permit Application for completeness before reviewing the application on its merits.

- a. A complete Permit Application is an application that provides Licensor with all the information listed on the Permit Application (application form is attached as [Exhibit A]) and all information necessary under this Agreement for Licensor to begin to examine the affected Poles.
- b. If Licensee submits an incomplete Permit Application, Licensor shall, within ten (10) business days, inform Licensee of that fact and provide a list of information that still needs to be provided. If the resubmitted Permit Application is still incomplete, Licensor

shall, within five (5) business days, inform Licensee of that fact and provide a list of information that still needs to be provided.

ii. *Issuance of Permit.*

- a. Upon receipt of a complete Permit Application, Licensor will review the Permit Application within forty-five (45) days and either approve or deny a Facility by issuing a Notice of Permit Approval or Denial Form for each Facility, as attached Exhibit B.
- b. During such 45-day period, Licensor will discuss any issues with Licensee, including any unusual engineering or design requirements associated with the Permit Application.
- c. If Licensor denies a Permit, it shall do so in writing and provide an explanation of the reasons the Permit was denied on the Notice of Permit Approval or Denial document, Exhibit B.
- d. Each approved Permit shall have an initial term ("Permit Initial Term") of five (5) years commencing upon date of issuance or approval and shall automatically renew for four (4) additional five (5) year periods thereafter ("Permit Renewal Terms"), unless earlier terminated by Licensor by giving notice of non-renewal prior to the end of the then current Permit Initial or Renewal Term.
- e. Licensee may terminate individual Permits at any time for any reason upon written notice to Licensor. Upon termination of a specific site or location, Licensee shall remove equipment within one hundred and twenty (120) days of termination. Licensee shall have no further obligations or liability with regard to the terminated site, including no obligation for payment of recurring annual fees pertaining to the specific site.

C. Application Requirements.

For each Facility, Licensee shall submit an application to Licensor for permit that includes:

- i. Site specific structural analysis;
- ii. The location where each proposed Facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed Facility would be mounted or location where utility poles or structures would be installed;

- iii. Specifications and drawings for each proposed Facility covered by the application as it is proposed to be installed;
- iv. The equipment type and model numbers for the antennas and all other wireless equipment associated with the Facility;
- v. A proposed schedule for the installation and completion of each Facility covered by the application, if approved; and
- vi. The application fee due.

D. Application Fees.

Application fees are subject to the following requirements:

- i. Licensee shall pay an application fee of Five Hundred Dollars (\$500) for an application to collocate a single Facility on an existing utility pole or wireless support structure.
- ii. Licensee shall pay an application fee of One Thousand Dollars (\$1,000) for each Facility addressed in an application for the installation of a Licensee Pole or wireless support structure.
- iii. Notwithstanding any contrary provision of any applicable Laws, applications pursuant to this Section must be accompanied by the required application fee.

IV. Removal, Relocation & Restoration

A. General Restrictions.

In the event Licensor, in its reasonable discretion deems it necessary to remove, relocate or replace a Licensor Pole due to public health and/or safety. Licensor shall notify Licensee at least one hundred eighty (180) days prior of the need to remove or relocate its Facility. In such event, Licensor shall provide options for alternative locations for Licensee relocation of equipment which shall be in a mutually agreeable location. Licensee shall be solely responsible for all costs related to the relocation of its Facility to the alternative location. In the event that a suitable alternative location cannot be identified, Licensee may terminate the applicable permit upon notice.

B. Removal at End of Term.

Licensee shall, upon expiration of the Permit Initial or Renewal Term, or within one hundred and twenty (120) days after any earlier termination of a Permit, remove its equipment, conduits, fixtures and all personal property and restore the premises to its original condition, reasonable wear and tear and casualty damage not caused by Licensee excepted. Licensor agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of Licensee shall remain the personal property of Licensee and Licensee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws.

V. Temporary Power

Licensee shall be permitted at any time during the Master or Permit Term to install, maintain and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source, and all related equipment and appurtenances within the Premises, or elsewhere within the right-of-way in such locations as reasonably approved by the Licensor. Licensee shall be permitted to connect the temporary power source to its equipment on the Premises in areas and manner approved by Licensor.

VI. Interference

Licensee's operation of the Facilities shall not interfere with the frequencies used by a public safety agency for public safety communications. Licensee shall install Facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency. If a Facility causes such interference, and Licensee has been given written notice of the interference by the public safety agency, Licensee, at its own expense, shall take all reasonable steps necessary to correct and eliminate the interference, including, but not limited to, powering down the Facility and later powering up the Facility for intermittent testing, if necessary. The Licensor may terminate a Permit for a Facility based on such interference if Licensee is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

VII. Condition of Premises

Where the Premises includes one or more Licensor-owned poles, Licensor covenants that it will keep the poles in good repair as required by all federal, state,

county and local laws. If the Licensor fails to make such repairs including maintenance within ninety (90) days, of any notification to Licensor, the Licensee shall have the right to cease annual rental for the affected poles until affected poles are repaired to good repair. If Licensor fails to make repairs or necessary maintenance to affected poles, then Licensee may terminate specific permit for site and remove its facilities.

VIII. Annual Recurring Fees

An annual Permit fee of Two Hundred and Seventy Dollars (\$270) for each Small Cell Wireless Facility installed within the right-of-way shall be paid to the Licensor by Licensee. Pursuant to the terms of this Agreement, the Licensee shall pay the initial permit and license fee upon issuance of each Permit, prorated to December 31st of same year. Not later than January 1st of each succeeding year the Licensee shall pay pole rental to Licensor for that year. The Licensor shall send to Licensee (at the address specified in Section XIX) an invoice for such amount at least sixty (60) days before such amount becomes due.

IX. Default

A. In the event there is a breach by a Party of any obligation of this Agreement pertaining to a specific Facility or Facilities, the non-breaching Party shall give the breaching Party written notice of such breach. After receipt of such written notice, the breaching Party shall have thirty (30) days in which to cure any breach, provided the breaching Party shall have such extended period, as may be required beyond the 30 days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues to cure to completion. The non-breaching Party may maintain any action or affect any remedies for default against the breaching Party subsequent to the 30-day cure period, as potentially extended based on circumstances, including the termination of the Permit pertaining to the Facility or Facilities.

X. Revocation by Licensor

A. In addition to any rights set out elsewhere in this Agreement, Licensor reserves the right to revoke this Agreement in its entirety and all rights and privileges pertaining thereto in the event that:

(1) Licensor determines Licensee is in violation of any material provision of this Agreement and fails to correct the violation after written notice of the violation and proposed forfeiture and a reasonable opportunity thereafter to correct the violation as noted in Section IX; or

(2) Licensee is found by a court of competent jurisdiction to have engaged in any actual or attempted fraud or deceit upon the Licensor, persons or customers; or

(3) Licensee becomes insolvent, unable or unwilling to pay its debts as they become due, or is adjudged a bankrupt; or

(4) Licensee fails, refuses, neglects or is otherwise unable to obtain and/or maintain any permit required by any federal or state regulatory body regarding Licensee's construction, maintenance, and operation of its Small Cell Wireless Facilities.

B. For purposes of this Section, the following are material provisions of this Agreement, allowing Licensor, without limitation, to exercise its rights under this Section or as set forth elsewhere in this Agreement:

(1) The invalidation, failure to pay or any suspension of Licensee's payment of any fees due the Licensor under this Agreement;

(2) Any failure by Licensee to maintain the liability insurance required under this Agreement;

(3) Any failure by Licensor to otherwise fully comply with the requirements of this Agreement.

C. Upon occurrence of one or more of the events set out above, following sixty (60) days written notice to Licensee of the occurrence and the proposed revocation and an opportunity for Licensee to be heard, the Licensor may, by ordinance or other appropriate document, revoke this Agreement. If revocation is lawfully declared, all rights of Licensee under this Agreement shall immediately be divested without a further act upon the part of the Licensor.

XI. Damaged Poles and Facilities

If a Licensor Pole is damaged or downed for any reason, and as a result is not able to safely hold the Facilities, the Licensor will repair or replace Licensor's Pole within thirty (30) days of notice or knowledge of the damage. If Licensor becomes aware of damage to a Licensor Pole that supports Licensee's Facilities, Licensor shall notify Licensee's Network Operations Center at (800) 510-6091 as soon as practicable. The parties will use reasonable efforts to coordinate any necessary responses. In the event of any damage to a Licensor Pole that impacts Licensee's use of the Licensor Pole, Licensee may, with Licensor's prior approval, which shall not be unreasonably withheld, repair or replace the Licensor Pole with a like-kind Licensor Pole at Licensee's own expense, less the reasonable costs of labor and materials, including pole cost. Licensee may reinstall its Facilities after a damaged Licensor Pole has been repaired or replaced. Licensee may temporarily use an alternative location reasonably acceptable to the Parties during repair or restoration of a Licensor Pole.

Licensee acknowledges and agrees that Licensee, subject to Section XII, bears all costs for relocation or replacement of its Facilities and Licensee's Poles, and materials installed in the right-of-way or on Licensors' Poles pursuant to this Agreement.

XII. Insurance

The Parties shall carry and maintain, at their own respective cost and expense, the following insurance: Commercial Workers' Compensation Insurance as required by law, Commercial General Liability Insurance with a minimum combined single limit of Five Million Dollars (\$5,000,000) covering personal injury and property damage, completed operations, independent Licensees and contractual liability (which may be provided in any combination of primary and excess coverage); Employer's Liability Insurance with a minimum combined single limit of One Million Dollars (\$1,000,000); and Commercial Automobile Liability Insurance for any motor vehicle, covering bodily injury and property damage with a minimum combined single limit of Two Million Dollars (\$2,000,000).

XIII. Indemnification

Each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying party, its employees, contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the indemnified Party, or its employees, contractors. The indemnified Party shall provide the indemnifying Party with prompt, written notice of any written claim covered by this indemnification or agents.

XIV. Limitation of Liability

Neither Party shall be liable to the other for consequential, indirect, special, or punitive damages including, but not limited to lost revenue, loss of equipment, interruption or loss of service, or loss of data.

XV. Environmental Warranty

Licensors hereby represents and warrants to Licensee that Licensors has never generated, stored, handled, or disposed of any hazardous waste or hazardous substances upon the Premises, and that Licensors has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereupon. Notwithstanding the foregoing, Licensors agrees to

protect, indemnify and hold harmless Licensee from and against any claims or losses arising out or related to the presence or release of any hazardous substances at, on or beneath the Premises, whether existing prior to the date hereof or migrating onto the Premises during any portion of the Term, except to the extent caused by a spill or release of hazardous substances specifically brought on the Premises by or for the benefit of Licensee after Permit approved.

XVI. Assignment

Neither Party will have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, of the other Party, except that Licensee may assign or transfer this Agreement: (a) to a successor as a result of a merger, consolidation, acquisition, reorganization, or sale of all or substantially all of Licensee's assets; or (b) to an affiliate of Licensee. The terms and conditions of this Agreement will inure to the benefit of, and will be binding upon, each Party's successors and permitted assigns.

XVII. Entire Agreement

This Agreement and each Permit constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations and other agreements related thereto. There are no representations or understandings of any kind related thereto not set forth therein. Both Parties acknowledge and agree that neither has relied on any estimates of the potential number of Facilities that may be licensed or potential rental amounts under this Agreement as an inducement to enter into this Agreement and that any such estimates shall not constitute a representation or warranty. Any amendments to this Agreement must be in writing and executed by both parties.

XVIII. Force Majeure

The obligations hereunder of a Party will be suspended while and to the extent that such Party is prevented from complying herewith in whole or in part by any event beyond the reasonable control of such party, which for purposes of this Agreement will include acts of God, earthquakes, unavoidable accidents, laws, rules, regulations, or orders of government authorities (including travel advisories, warnings or bans by a federal or international health agencies,) acts of war (declared or not), terrorism, hostilities, blockades, civil disturbances, disease outbreaks, epidemics and quarantines, embargoes, or any other similar event or cause that could not reasonably be avoided by such party, including by maintenance of reasonable disaster recovery measures.

XIX. Compliance with Laws

Each Party shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, (collectively "Laws").

XX. Notices

Notices permitted or required under this Agreement related to the following matters, must be in writing and delivered by personal delivery, by certified mail or by overnight carrier mail, return receipt requested to the parties at the addresses below set forth: (a) notices of default; (b) notices intended to amend this Agreement; and (c) notices of termination. All other notices may also be delivered by electronic mail and will be deemed given upon personal electronic reply acknowledging receipt.

LICENSOR:

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

Copy to:

Quinn Plant
City Attorney, City of Grandview
807 N. 39th Avenue
Yakima, WA 98902

LICENSEE:

Yakima MSA Limited Partnership

Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Copy to:

USCC Services, LLC
Attention: Real Estate Lease Administration
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631

Any Party hereto may, by giving five (5) days written notice to other in the manner herein stated, designate any other address in substitution of the address shown above which notices shall be given.

X. Severability

If any of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement will be enforceable to the maximum extent possible.

XI. Electronic Signature

This Agreement may be executed using facsimile, scanned email, or electronic signatures and each facsimile or electronic version of the Agreement shall have the same legally binding effect as an original paper version.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO
MASTER LICENSE AGREEMENT

IN WITNESS WHEREOF, the duly authorized representatives of the Parties hereto have executed this Agreement as of the dates below.

LICENSOR: City of Grandview, WA

LICENSEE: Yakima MSA Limited Partnership

By: United States Cellular Operating
Company of Yakima

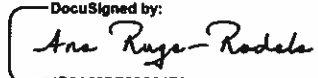
Its: General Partner

Signature: _____

Name: _____

Title: _____

Date: _____

Signature:  _____
1D9A68DE38C34E2

Name: Ana Ruge-Rodela

Title: Sr Mgr Procurement - Small Cells

Date: 4/8/2021 | 10:42 AM CDT