

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JANUARY 24, 2023**



PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

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. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
- 4. NEW BUSINESS**
 - A. Marketing Promotion – Field Group
 - B. Resolution No. 2023-05 approving Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements – Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road 1-6
 - C. Resolution authorizing the adoption of the 2022 Yakima County Multi-Jurisdictional Hazard Mitigation Plan 7-9 (1-489)
 - D. Economic Development Executive Summary – Councilmember Diaz 10-31
 - E. ARPA Funding Update
 - F. Ordinance granting to Ziplly Fiber Pacific, LLC, (ZFP), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services 32-45
 - G. Ordinance granting to Ziplly Wireless, LLC, (ZW), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services 46-55
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, January 24, 2023 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://us06web.zoom.us/j/83641807740?pwd=RGJ0TTR3SUJETXE5MIEwUnRYa0Rjdz09>

To join via phone: +1 253 215 8782

Meeting ID: 836 4180 7740

Passcode: 339859

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

ITEM TITLE

Resolution approving Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements – Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road

AGENDA NO.: New Business 4 (B)

AGENDA DATE: January 24, 2023

DEPARTMENT

Public Works Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director



MAYOR

CITY ADMINISTRATOR

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

The City received Arterial Preservation Program funding from the Washington State Transportation Improvement Board for the resurfacing of West Fifth Street, Euclid Road to Avenue E and Elm Street, Bonnieview Road to Wine Country Road. Engineering design work will begin immediately following receipt of the executed Task Order. Construction is anticipated to occur in 2023.

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 Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., to provide professional engineering and land surveying services for the West Fifth Street Resurfacing Improvements – Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road with an estimated fee for services in the amount of \$59,590.00 for design engineering and \$64,170.00 for construction engineering.

ACTION PROPOSED

Move a resolution approving a resolution approving Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements – Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road to the January 24, 2023 regular Council meeting for consideration.

RESOLUTION NO. 2023-05

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2023-02 WITH HLA ENGINEERING AND LAND
SURVEYING, INC., FOR THE WEST FIFTH STREET RESURFACING
IMPROVEMENTS – EUCLID TO AVENUE E & ELM STREET RESURFACING
IMPROVEMENTS – BONNIEVIEW ROAD TO WINE COUNTRY ROAD**

WHEREAS, the City of Grandview has entered into a General Services Agreement with HLA Engineering and Land Surveying, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to enter into a Task Order with HLA to provide professional engineering and land surveying services for the West Fifth Street Resurfacing Improvements – Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road,

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

The Mayor is hereby authorized to sign Task Order No. 2023-02 with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing Improvements – Euclid to Avenue E & Elm Street Resurfacing Improvements – Bonnieview Road to Wine Country Road with an estimated fee for services in the amount of \$59,590.00 for design engineering and \$64,170.00 for construction engineering, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on January 24, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2023-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF GRANDVIEW

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

West Fifth Street and Elm Street Resurfacing Improvements
Euclid Road to Avenue E and Bonnieview Road to Wine Country Road
HLA Project No. 23045E
TIB Project No. 3-E-183 (010)-1

The City of Grandview (CITY) has received Arterial Preservation Program (APP) funding from the Washington State Transportation Improvement Board (TIB) for the resurfacing of West Fifth Street, Euclid Road to Avenue E and Elm Street, Bonnieview Road to Wine Country Road. Engineering design work will begin immediately following receipt of the executed Task Order. Construction is anticipated to occur in 2023.

SCOPE OF SERVICES:

At the direction of the CITY, HLA will provide professional engineering services for the West Fifth Street and Elm Street Resurfacing Improvements project (PROJECT). HLA shall provide a comprehensive civil engineering construction document package (plans, specifications, and engineers estimate) for improvements to West Fifth Street; including resurfacing of roadway, 100 linear feet of curb and gutter, five (5) ADA compliant sidewalk ramps, crack sealing, and pavement markings; and improvements to Elm Street, including resurfacing of roadway, 40 linear feet of curb and gutter, two (2) ADA compliant sidewalk ramps, crack sealing, and pavement markings. Services will also include advertising and bidding, recommendation of contract award to the lowest responsible bidder, and engineering services during construction.

HLA shall provide the following services:

1.0 Design Engineering

- 1.1 Call for utility locates prior to survey and perform topographic survey of the PROJECT area.
- 1.2 Prepare site topographic survey in AutoCAD format showing field-located improvements and utilities.
- 1.3 Attend one (1) design meeting with the CITY to obtain input regarding existing and proposed improvements.
- 1.4 Prepare complete plan set, including plan sheets with construction notes and plan details.
- 1.5 Prepare final engineer's construction cost estimate.
- 1.6 Prepare final PROJECT specifications.
- 1.7 Submit final documents to the CITY for review and approval.
- 1.8 Incorporate CITY review comments and provide final construction documents for bidding approval.
- 1.9 Submit final documents to TIB for review and bid authorization.

- 1.10 Prepare advertisement for bids and transmit them to newspapers as selected by the CITY. Advertising fees to be paid by the CITY.
- 1.11 Post contract documents to HLA website for potential bidders and plan center access and maintain planholder list.
- 1.12 Notify dry utility companies of pending construction, including power, cable, natural gas, and telephone and direct them to HLA website for plans and specifications.
- 1.13 Prepare any required addenda to contract documents, if necessary.
- 1.14 Answer questions during bidding from prospective bidders.
- 1.15 Attend PROJECT bid opening, check and tabulate bids, and make recommendation of award to lowest responsible bidder.
- 1.16 Submit bid tabulation to TIB and prepare Updated Cost Estimate (UCE).

2.0 Construction Engineering

- 2.1 Following award of the Contract by the CITY, prepare Notice of Award to the Contractor.
- 2.1 Coordinate execution of construction contract with CITY and Contractor, including review of bond and insurance requirements.
- 2.2 Coordinate and conduct preconstruction conference with the CITY, Contractor, private utilities, and affected agencies followed by issuance of Notice to Proceed.
- 2.3 Furnish the field survey crew to set horizontal and vertical control for the PROJECT, including construction staking.
- 2.4 Furnish a qualified resident engineer (inspector) to observe PROJECT construction for substantial compliance with plans and specifications and CITY Construction Standards.
- 2.5 Provide submittal review for PROJECT materials as provided by the Contractor per the PROJECT specifications.
- 2.6 Attend construction meetings anticipated once per week during the duration of the improvements.
- 2.7 Review materials testing results for compliance with the PROJECT plans and specifications.
- 2.8 Perform measurement and computation of pay items and prepare and file progress reports for the PROJECT with the CITY. Recommend progress payments monthly for the Contractor to the CITY.
- 2.9 Monitor Contractor's compliance with the Contract documents for labor standards and review Statements of Intent to pay Prevailing Wages and Affidavits of Wages Paid.
- 2.10 Prepare and submit proposed contract change orders when applicable.
- 2.11 Conduct final PROJECT walk-through inspection with the CITY and Contractor and prepare final punchlist of items to be corrected by the Contractor and provide to the CITY.

Prepare and furnish record drawings and field notes of all completed work in accordance with PROJECT field records provided by the resident engineer.
- 2.12 Prepare administrative documents for the appropriate agencies that have jurisdiction over funding, design, and construction of the PROJECT.

3.0 Additional Services

Provide professional engineering and land surveying services for additional work requested by the CITY that is not included above.

4.0 Items to be Furnished and Responsibility of CITY

- 4.1 Provide full information as to CITY requirements of the PROJECT.
- 4.2 Pay for PROJECT advertising, notices or other publication as may be required by the funding source.
- 4.3 Assist HLA by providing all available information pertinent to the PROJECT, including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 4.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and provide written decisions within a reasonable time so as not to delay the work of HLA.
- 4.5 Obtain approval of all governmental authorities with jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as necessary for completion. Pay all review fees and costs associated with obtaining such approvals.

TIME OF PERFORMANCE:

HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

1.0 Design Engineering

Completion of plans, specifications, opinion of cost, and bidding services within sixty (60) working days following receipt of signed Task Order.

2.0 Construction Engineering

It is estimated construction of improvements will be completed within thirty (30) working days following award of the contract and Notice to Proceed.

3.0 Additional Services

Time for completion of work directed by the CITY under Additional Services shall be negotiated and mutually agreed upon at the time service is requested by the CITY.

FEE FOR SERVICE:

For services described in this Task Order, the CITY agrees to pay HLA the fees as set forth herein. The maximum amounts listed below may be revised only by written agreement of both parties.

1.0 Design Engineering

All work for Design Engineering services shall be performed for the Lump Sum fee of \$59,590.00.

2.0 Construction Engineering

All work for Construction Engineering services shall be completed on an hourly basis, at normal hourly billing rates, for the estimated maximum fee of \$64,170.00. If the Contractor is granted additional working days beyond those identified in the Time of Performance, then work shall be considered Additional Services.

3.0 Additional Services

Additional work requested by the CITY not included in this Task Order shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with services. HLA will perform additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, printing expenses, vehicle mileage, out-of-town travel costs, and outside consultants.

Proposed:



HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President




Date 1/11/2023

Approved:

City of Grandview
Gloria Mendoza, Mayor

Date

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

ITEM TITLE Resolution authorizing the adoption of the 2022 Yakima County Multi-Jurisdictional Hazard Mitigation Plan	AGENDA NO.: New Business 4 (C) AGENDA DATE: January 24, 2023
DEPARTMENT Fire Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)
DEPARTMENT DIRECTOR REVIEW Pat Mason, Fire Chief 	
CITY ADMINISTRATOR 	MAYOR

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

Yakima County is required to maintain a Hazard Mitigation Plan for the County. All of the jurisdictions located in Yakima County and Yakima County itself can benefit from this opportunity to recognize potential hazards located in their areas. It also gives us the opportunity to implement plans to help lessen the impact of those hazards if they occur. This could include such things as flooding, wind storms, hazardous materials incidents, major road closures and etc. The current plan was updated in 2015. From March to October of 2022, Fire Chief Mason was part of a team that worked on updating the plan.

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 2015 Yakima County Hazard Mitigation Plan was revised based on current data and needs from March to October of 2022. It has been updated and submitted for review to Washington State and the Federal Emergency Management Agency. It now has to be adopted by the local jurisdictions that want to participate in the implementation. Participation in the plan allows the City to identify any areas of concern. It also makes the City eligible for any funding that may become available to either limit any damage that may be done if an event happens and/or receive funding to help mitigate an emergency that happens after the fact.

ACTION PROPOSED

Move a resolution authorizing the adoption of the 2022 Yakima County Multi-Jurisdictional Hazard Mitigation Plan to a regular Council meeting agenda for consideration.

RESOLUTION NO. 2023-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE ADOPTION OF THE 2022 YAKIMA COUNTY
MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN**

WHEREAS, all jurisdictions within Yakima County have exposure to natural hazards that increase the risk to life, property, environment and the County and local economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, the Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster mitigation programs; and

WHEREAS, a coalition of Yakima County municipalities with like planning objectives has been formed to pool resources and create consistent mitigation strategies within Yakima County; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

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

1. Adopts in its entirety, the 2022 Yakima County Multi-Jurisdictional Hazard Mitigation Plan (the "Plan") as the jurisdiction's Hazard Mitigation Plan, and resolves to execute the actions identified in the Plan that pertain to this jurisdiction.
2. Will use the adopted and approved portions of the Plan to guide pre- and post-disaster mitigation of the hazards identified.
3. Will coordinate the strategies identified in the Plan with other planning programs and mechanisms under its jurisdictional authority.
4. Will continue its support of the Mitigation Planning Committee as described within the Plan.
5. Will help to promote and support the mitigation successes of all participants in this Plan.
6. Will incorporate mitigation planning as an integral component of government and partner operations.

7. Will provide an update of the Plan in conjunction with the County no less than every five (5) years.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on _____, 2023.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



	Page
Contents	
EXECUTIVE SUMMARY	1
VISION	2
MISSION	2
The City of Grandview specifically desires to:	3
Downtown Revitalization	4
Economic Development Task Force	5
Develop marketing and promotional materials	5
Economic development opportunities to pursue (*also under MSG)	5
Regarding Marketing	6
<i>added:</i> Central Source of Information	7
<i>added:</i> Normalize "Get The Word Out" Options	7
Engage community to access needs and wants-The Survey	7
Pursue grant availability	8
Business grants	8
Planning and Infrastructure	9
East entrance business clean-up	9
Increase code enforcement	9
Add Code Enforcement Officer	9
Vehicle charging stations	10
Commercial Truck Stop	10
Aquatic Splash Pool	11
CONCLUSION	12
SUPPLEMENT Community Enhancement	13
Ambulance	14
Increase use of Country Park and Amphitheater	15
Skate Park	17
Extend Rose Garden to Veterans Park	18
Golf Course	18
Appendix	

EXECUTIVE SUMMARY

This Economic Development Strategic Guide is a framework that seeks to bring together the different efforts and priorities for Grandview's economic growth and vitality in an overview and to address the 44 items prioritized by Grandview's City Council. It is recognized herein that Grandview has more than one entity seeking to progress and expand its gainful commerce. This Strategic Guide is intended to help unite and propel the varied Economic Development efforts of the Grandview City Council and provide added cohesion while still being an adaptable living document.


Based on the list created by Grandview's City Council as desired for "Economic Development" in 2021, those line items have been compiled, considered and categorized. How the entire City Council's priority list has addressed each item is included as Appendix A following a Supplement of Community Enhancement.



VISION:

With a strong, connected community valuing its workforce, education, business districts and increasing entrepreneurs, the City of Grandview is inclusive and vigorous, well situated in the Pacific Northwest - growing industry, intellect and innovation while enjoying life wholistically.

MISSION



The mission of the City of Grandview Economic Development Agenda is to provide a financially sustainable community and offer cost effective municipal services to its citizens. The city strives to promote civic responsibility and partnerships with other government entities for the betterment of its citizens.

The City of Grandview specifically desires to:

- ❖ Ensure that all community individuals and businesses are welcome
 - We value inclusion, diversity, equity and choice
- ❖ Provide an economic environment (business climate) which cultivates and invites business investment that is advantageous to the City and its residents
- ❖ Facilitate strategic (and expandable where suitable) infrastructure for development, residents and business options
- ❖ Plan for creative solutions including local and regional opportunities with regard to infrastructure issues
 - Including water, sewer, improved transportation, internet access
 - We desire to be a walkable and bikeable city
 - We desire to foster varied housing options
 - We will consider all development and planning to be strategic
 - We will collaborate for desired business sections/districts within the City that are distinct and complementary
- ❖ Ensure a workforce that is preferred and pursued
 - We desire education options to be valued and obtained, serving a vibrant workforce
 - We will encourage and incubate learning, knowledge, experiences and opportunities for our residents
- ❖ Grow Grandview as "a great place to live," but also to work, shop and play (recognizing that the Branding focus may change as more work is done)

Downtown Revitalization

Combining efforts with interested stakeholders, those willing and capable of driving logical, sequential changes in the Downtown area and for the betterment of Grandview as a whole, the objective is to revitalize the downtown area as part of overall economic growth in Grandview.

The Downtown Revitalization efforts, in cooperation with stakeholders, may further determine how to address and persist with these City Council identified objectives:

- Improve downtown building appearance

 - Hotel

 - Restaurant

- Economic Dev Opportunities to Pursue

 - Drugstore

 - Art Contest

- Identify City Ambassadors for Potential Business

- City Stroll Event on Wine Country Road

- Grape Stomp

- Develop Artisan Gallery in Downtown



Economic Development Task Force

Develop marketing and promotional materials Economic development opportunities to pursue

An Economic Development Task Force (EDT) is suggested to be formed in order to persist with Economic Development matters in cooperation with stakeholders, particularly from Grandview. The EDT is to seek to collaborate with all stakeholders as appropriate.

A top priority is IDENTIFYING the Branding message and methods for Grandview and seeks to be done in partnership with stakeholders for a cohesive message. The EDT should ensure the foundation is laid with stakeholders and that Grandview's *intentional* Branding message and methods are determined prior to strategizing any marketing because the marketing is to be based on the Branding.

Branding is that consistent, cohesive, identifying message that communicates WHO Grandview is and/or WHO they are becoming. Branding ensures that Grandview is identifiable - even distinct, and recognizable. Branding helps make sure that the City's voice is unmistakable and alive.

An individual to promote the Branding and other economic development efforts is reasonably necessary, so funding is required. Equally important, however, is the commitment of City Council and stakeholders (as community leaders) to uphold the Branding and strategies put forth. While there may not always be complete agreement in all aspects, there should be steadfast support for the destination and roadmap that will be jointly laid out for the growing City of Grandview.

The need to strategize for Economic Development and/or Communication staffing, recruiting and retaining in order to persist in obtaining objectives is considered a (possibly *the*) major priority.

Regarding Marketing

Whether under EDT, stakeholders or a combination, it's important to ask what success from Marketing & Promotional Materials would look like.

How will you gauge marketing or promotional *Progress? Failure? Success?*

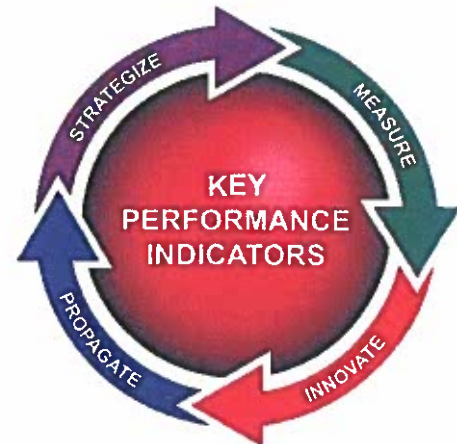
Initially Agreed Upon Objectives are how materials are developed and how they logically hunt results.



→ Key Performance Indicators (KPIs)

- ◆ KPIs make sure we are tracking what we've determined matters
- ◆ KPIs tell us if there is effectual change following a promotion or marketing effort
- ◆ KPIs help us gauge the value received for the marketing/promotional cost and effort

KPIs and ROI go hand in hand



→ Return On Investment (ROI)

- ◆ How much time and/or money was allocated for specifically what?
- ◆ What was the direct result of the investment? What was the Return?
- ◆ Gauging HOW MUCH of specifically what was wanted was actually delivered tells if the investment was well spent
- ◆ A positive ROI validates the value of the cost and proves the City has been enhanced or enriched

Careful consideration for professionalism, staffing, recruitment and all expenses should be considered here.

Economic Development Task Force, continued

added: **Central Source of Information**

There needs to be one source of all information marketing and promoting Grandview.

This will allow for any and all future efforts to go to one source and see what's been done, by whom, for what, when, and whether or not there's a copyright or conclusion involved. This will be a repository for promotional materials, calendar of events and other efforts are to be compiled for Grandview.

With future targeted promotions or marketing efforts an assessment may be made of what might be reused, revised, needs updating or needs to be done afresh.

Not only would this reduce labor hours/costs, but it would coalesce the materials, making it easier to coalesce Grandview's message.

Determine which organization and which of its members will be trusted with being the resource/collection point.

added: **Normalize “Get The Word Out” Options**

Create procedures and protocols that ensure **Getting The Word Out** happens timely, consistently and promotes the **Branding** in the chosen formats, and is reviewed prior to publishing - **in English and Spanish**.

“Getting The Word Out” refers to a central and dependable source of information and delivery methods. Carefully Select and promote the Primary, Secondary and Tertiary methods the City (by way of EDT or MSG or ...) will use to “Get the Word Out” to its residents, organizations and businesses - for Promotion, for Emergencies, for Information and All.

It needs to be dependable.

It needs to always be in Spanish, too, but note that will require that extra translation element in the procedures and protocols.

Make sure the Get The Word Out option has a Calendar function - or at very least, a list of events under each month (or season).

The critical nature of this being a fresh, consistent and reliable source of information cannot be overstated. A trusted and capable party with the time and will is what is needed, with a backup plan clearly established.

Keep in mind: Feedback will be wanted (surveys, sign ups, ticket purchases, donations, ... Data Capture for further marketing is an option) and this would be online searchable by Tourists, so plan for that and write it well / inviting.

[Megaphone Royalty Free Stock Images - Image 11971679 dreamstime.com](#)

Economic Development Task Force, continued

Engage community to access needs and wants - The Survey

The City Council has approved the Burke Group to conduct a survey which will be used to gauge community concerns and desires. YVCOG input may be sought and information (sample questions) will be shared with the Burke team when they come to meet with the City Council.

Grandview is experiencing a growth spike. In order to gauge the needs and wants of Grandview, it is vital to get perspectives and priorities from the community; its residents and its businesses. City government could specify exactly what it is seeking to learn. In return, this data would position the City for informed action with regard to preparations, pursuits and funding.

Following the survey results, stakeholder input is to be sought in order to further refine the data and its application. YVCOG has shared a number of complimentary, minimal cost, and efficient methods for ensuring that the community voice is heard and amalgamated for appropriate action.

Pursue grant availability Business grants

While this is pressing, we can quickly limit opportunities and funds if we don't put our ducks in a row here. The Community Assessment and stakeholder input is essential in properly prioritizing where resources should be allocated, particularly where to focus time and effort given that the City currently has budget items on hold.

The Council may recall that it has existing relationships with Yakima County Development Association (YCDA), with HLA Engineering and Land Surveying, Inc., and with Yakima Valley Council of Governments (YVCOG), all of which offer grant writing services. YVCOG makes no profit from its grant writing and the current leadership is in direct communication with legislators, the Department of Commerce and such entities from which grants are awarded.

Stakeholders will also have ideas and pursuits with regard to grants and are well suited to discuss funding priorities with regard to Economic Development in Grandview.

Planning and Infrastructure

Strategic infrastructure in Grandview requires extensive planning, integration, timing and bankrolling. This list of tasks includes intricate, costly and lengthy processes. Grandview's City Administration has worked and is working with various entities on a number of challenging projects including the increasing of water and internet services. Some of those tasks are already in motion and others are currently in planning stages. Certain aspects are further addressed below.

East entrance business clean-up

Increase code enforcement

Add Code Enforcement Officer

The resources and resolve to guide and guard the safety and attractiveness of Grandview would not just add to visual appeal and structural stability, but they are likely to promote a positive image of the City's efficiency. Thus, current City Codes might be further emphasized in order to encourage widespread compliance, with the will of the Council and the appropriate staffing.

Input from residents and contributions from the Police and Fire Departments may be considered by EDT (and perhaps other stakeholders) going forward as they consider options to boost code conformity. In the meantime, Code Enforcement has a page of resources given out regarding clean up help. Another list of resources is made available to senior citizens who are in need of volunteer clean up assistance from local church offerings. A City-wide spring cleanup event is held twice yearly and costs to the City are minimized by partnerships made with local businesses to maximize efficiency (recycling appliances and landscape materials). An informational (reminder) letter giving residents a positive view of specific Codes to be sent out before the spring cleanups can, with regular reminders, help the City collectively view the set standards as beneficial. A consistent expectation of Code enforcement (collective accountability) tends toward initial compliance.

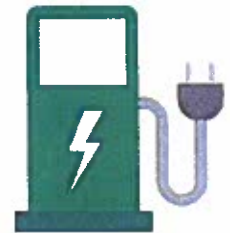


Vehicle charging stations

Pacific Power has already agreed to provide funding for some charging stations for low or transitional emission vehicles (LEVs and TZEVs, respectively) and zero emission vehicles (ZEVs). The plug-in hybrid vehicles are PHEVs and are generally the same as TZEVs. Just for reference, a battery electric vehicle is a BEV and the fuel cell vehicle, which uses hydrogen is a FCV).

PacifiCorp doing business as Pacific Power advised that the City was selected in 2021 "to receive an Electric Vehicle Charging Station Grant award of up to \$75,639 to help advance the City's electric vehicle charging project at the Lower Yakima Valley Pathway (Rose Garden Park)," per City Council Meeting Minutes.

<https://grandview.wa.us/wp-content/uploads/2021/07/June-22-2021-Council-Meeting-Minutes.pdf>



Commercial Truck Stop

This is currently thought to be viable due to the transportation industry in the Grandview area and the inflow of visitors and their currency. A partnership between the City of Grandview and the Port of Grandview could maximize opportunities to bring this to fruition, initially identifying a suitable location and truck routes. It will be necessary to verify that sufficient market demand exists, evaluate varied risks, City costs and determine what segment of the market might reasonably be expected and why.

Royalty Free Electric Vehicle Charging Station Clip Art - Vector Images & Illustrations - iStock - iStockphoto.com
Cartoon truck Royalty Free Vector Image - VectorStock - vectorstock.com



Aquatic Splash Pool

Also more Community Enhancement than Economic Development, this has a strong Planning and Infrastructure component as well as already being in the City's plans before being offered for an economic development list, so it is included here rather than under Community Enhancement.

This is currently on hold as funds have been redirected. When resumed (target date of March 1, 2022), the splash pad is to be located outside of the pool area in order that the City offers a convenient recreational space

without fee to our residents and responsibly mitigates expenses with an "at your own risk" placement.



From the Grandview City Council

Special Meeting Minutes - Budget, October 18, 2021

2021 Budget \$142,775

2022 Proposed \$145,835

Notable Changes in 2022–

- Request to redirect the \$180,000 (within the Capital Improvement Fund) from future swim pool splash pad project to swim pool tank restoration & park pathway project. Discussion took place regarding utilizing ARPA funding for swim pool tank restoration and park pathway project.

Aquatics Services:

<https://secureservercdn.net/45.40.150.47/8zq.139.myftpupload.com/wp-content/uploads/2021/10/October-18-2021-Special-Budget-Meeting-Minutes.pdf>

Splash Pad Clipart - Clipart Suggest - clipartkid.com <http://www.clipartsuggest.com/paper-so-pretty-blank-designer-papers-splash-pad-dp1012-6V7rw6-clipart/>

CONCLUSION

The Economic Development Group formed as a sort of committee from the Grandview City Council has considered and prioritized many options. It has looked at where Grandview is and the economic efforts the City Council desires to see going forward. Ultimately, a consistent, persistent effort is absolutely necessary in order for much of this to come to fruition. The ongoing Economic Development Taskforce would address such efforts while working with Grandview's stakeholders in order to persevere for Grandview, strategically and cohesively.

Quarterly EDT meetings would include stakeholders and the first would be held on or before February 28 of 2022. The second quarterly meeting would be held before the end of May, the third by the close of August and the year end quarterly meeting would be before November 30th in 2022. Following the quarterly meetings with stakeholders, the EDT might provide an update to Grandview's City Council the following month.

The entire purpose of the EDT, quarterly meetings and more is to persist with the foundations laid in the process that brings you this strategic guide.



Supplement

Community Enhancement

While encouraging City participation, healthy pursuits and general enhancement of the city, some things do not directly benefit a city's economic base or its businesses. Community Enhancement is important, perhaps some is even critical, and yet it is important to distinguish the difference from Economic Development. Making a place more attractive or more fun does not expand its gainful commerce, of itself. A *business* might benefit from a remodeled space, but the *business* itself (like a taco truck or hair salon - beautified or worn) is what creates the *business* wealth. It is possible to dilute rather than strengthen efforts, including grant requests, if one does not correctly distinguish city efforts.

As presented, the points that follow are considered to be more appropriate under Community Enhancement (*please note that economic aspects have been considered and are included, as applicable*).

A Note about Economic Development Opportunities to Pursue

Many "Opportunities to Pursue" were addressed as part of **Downtown Revitalization** and the **EDT**, above. These tasks and their follow up would run optimally as a cooperative between applicable and interested stakeholders.

Certain items on the City's Economic Development prioritized list that are currently here with Community Enhancement items are here because other services are currently in place (Ambulance), because a market has not yet been formally identified (Golf Course), or because a stakeholder organization has not yet proven a listed item to be profitable (Increase use of Country Park and Amphitheater / Movie in the Park). These three options (and others) could well become profitable and beneficial to Grandview as a whole, they are just not always expressly businesses and/or there is another service at the moment.

Supplement: Community Enhancement

Ambulance

Pursuit of this task and its follow up would run cooperatively between the EDT, and other Grandview participant organization/s until it transitions to (presumably) Public Safety.

Ambulance Program Costs could be mitigated with ARPA Funds, likely.

Anticipated:

- ❖ Sleeping Quarters
 - Purchase and place or site build a sleeping quarters to be located in the gravel lot adjacent to the Fire Station and City Hall.
- ❖ Ambulance and Equipment
 - Purchase Ambulance
- ❖ Residency Program
 - 6 Person program
- ❖ FTE's
 - Hire 5 Paramedics as FTE's



A local ambulance system may be a prudent and viable option to serve Grandview with excellence based on American Rescue Plan Act (ARPA) Funds. Said funds are expected to be available for the betterment of communities to "Address systemic public health and economic challenges that have contributed to the unequal impact of the pandemic."

<https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds> and below.

Ambulance Royalty Free Vector Image - VectorStock vectorstock.com

Increase use of Country Park and Amphitheater

The City's use of these facilities is expected to encourage and increase the attention/participation of residents leading to increased private use as well as public exposure. There are a few options and outlines included in the Appendix that are offered for the pursuit of the EDT, as deemed appropriate.

Again, this is more Community Enhancement than actual Economic Development, but Grandview does well to leverage what it can and this is a marvelous feature. There is clearly potential to create events that draw people and funds* from surrounding communities and create opportunities for City marketing photos for use in furthering Grandview branding. [* The draw of funds may be anticipated at the events but also into local markets, restaurants, gas stations and such.]

Movie in the Park Nights - possibilities

- 1-2 x monthly movies in park hosted by nonprofit organizations
- May - September, 2022
- Local Organizations run their own event (1 per year) compensated by concession profit
- One Flyer is promoted & distributed by each Org, but includes all other movie night info allowing increased visibility for all movie events and manages costs/efforts
- A Free event for families/community where they bring their own lawn chairs/blankets
- Sponsored by the City of Grandview and multiple Orgs. - determine the City's role (compliance lead, providing movies - to assure family/community friendliness, Parking Diagram, Concession Awning, ...)

Expense: Minimal but Variable. Maybe ~\$250 (per event) to rent a portable screen and buy a movie. YVC has a screen. Maybe the partnering/sponsoring Org covers that cost or Donors are sought. Promotional Flyers. Event Assessment Form.

Supplement: Community Enhancement Increase use of Country Park and Amphitheater, continued

Movie in the Park Nights - continued

The City will send information and a "Request for Consideration" application to all known/registered nonprofit groups and entities within city limits.

The "Request for Consideration" will allow groups to request dates by priority (a minimum of 3, maximum of 5 dates, from which it is expected that only one date will be available).

The "Nights" will be awarded with a set criteria, predetermined and included in the information sent.

- "Requests" must meet all criteria/standards set
- Requests will be assigned dates of preference as received (or by drawing starting on a set date, or ...)
- Dates requested with conflicts will be determined by a live FaceBook drawing at a set time and date (also noted in published info, and during business hours). The names of the organizations and priority of request will be clear and clean and obviously random in the drawing. Who will oversee the draw is to be predetermined with an alternate - any non-conflict individual may actually draw, appropriately. An appropriate age child doing the draw is always peace promoting.

The drawing could be at a City Council Meeting or other...

- Dates awarded are 1x (or 2x) monthly on a Friday or Saturday, alternatively.
- Movie times are to be set in advance. This info may help:

Fri, May 27, 2022	(sunset) 8:40:58 pm	(twilight end) 9:16:16 pm
Sat, Aug 6, 2022	(sunset) 8:24:41 pm	(twilight end) 8:56:59 pm
Sat, Sep 17, 2022	(sunset) 7:08:47 pm	(twilight end) 7:37:21 pm

- EACH Night to be followed up within 3 days with an Event Assessment (Evaluation/Recap/Debrief) where concerns, successes, modifications and "next time, we ought to's." Event Assessment form to be created.

Theatrical Events - possibilities

- Consider partnering with YVC, the High School, Middle School, Senior Center, or Church(es)... for performances such as Music/Concerts, Family Friendly Comedy, Plays, Monologues, Dialogues, Debates, Host Candidate Forums (at least "both" sides) here
- Christmas Carols - Dual Language, ...
- Consider lighting safety, and/or Portable holiday lighting
- August has a Tractor Parade for the Fair/Rodeo. Consider any desire for a Christmas/Holiday Parade that ends up at the Park/Amphitheater for Carols or similar. A walking (or non-motorized) Christmas light parade might allow wagons, bikes and promote the walk & bike-ability of Grandview while not competing with other motorized parades nearby
- Also, consider using this space to give thanks and/or recognition - for Community Members, groups, contributors, volunteers, those 90 or 95 or 100+ years of age... As stand alone events or in conjunction with other events

Supplement: Community Enhancement Increase use of Country Park and Amphitheater, continued

Coffee with Councilmembers - possibilities

Like Coffee with a Cop. 2+ Council members and a Staff member host an opportunity to engage with constituents on a systematic basis. Feedback, conversations and care will build relationships and offer opportunities for further Branding.

These may be held at the park in good weather.

IF meetings are Quarterly, March, June, September and December, the middle two meetings would be good options to plan to hold in the park. In the case of quarterly options, each Council member would only need to commit to attend 2-3 events, yearly and still have at least 2 Council members at each event.

Meetings could also be used as an ongoing means of community response.

Anticipated cost: notices, pan dulce and coffee or similar.

This is ONLY suggested as an effective option IF and WHEN there is a familiar and reliable method to Get the Word Out, and perhaps an Economic Communications Liaison (or such) for effective promotion.

Skate Park



This will take a qualified location, planning, finances, and time but is desired for a wide range of youth in Grandview. We have existing park space that would accommodate the skate space. Beneficial exercise, enjoyable activity and a chance at sharpening skills would be possible. Constructive options for our youth benefit the entire community. Skateboarding competitions might be leveraged to bring both business and events to the city. [Youth occupied with healthy pursuits helps avoid unproductive and destructive actions. Competitions and healthy Branded events could be monetized for the community.]

<https://www.shutterstock.com/image-vector/illustrations-skating-labels-skateboarders-vector-monochrome-781161862>

Extend Rose Garden to Veterans Park

Already recognized as Tree City USA, the Veterans Park and the Rose Garden together host residents, events and visitors. Additional roses, benches, lighting and repair of the water fountain are sought.

Together they offer a healthy stroll and relaxation respite. Enhancing this part of the city is desired to entice visitors to stop and visit the location. Adding lighting and a few more benches might make the site a pleasant place to stop and relax.



Golf course

Grandview is within 15 minutes of Prosser Hospital (within the oncall staff's limit) and has potential for the only high desert golf course within about an hour's drive. The next nearest high desert course is in Mattawa and boasts a bit of housing, camping, fly fishing, hiking, tennis and pickleball. This won't be hosting tee time tomorrow afternoon, but Branding Grandview and having our ducks in a row could see us on Grandview greens before we know it. This will, of course, require cooperation with Planning and Infrastructure and more. This could certainly become beneficial to Economic Development, depending upon how things proceed.



<https://www.shutterstock.com/image-vector/illustrations-skating-labels-skateboarders-vector-monochrome-761161662>
<https://neativespace.co/aerial-view-of-golf-course/>

APPENDIX A

Grandview Economic Development Strategic Guide
 City Council Provided Priority List

HOW Each Line Item Was Addressed

Downtown Revitalization is now **MSG** = the Main Street Grandview Association
 Suggested Economic Development Taskforce = **EDT**, intended to collaborate & complete
 Planning and Infrastructure = **PI**

#	Line Item	Addressed in Guide	Notes..	S-Short Term I-Intermediate L-Long Term
1	Improve Downtown Building Appearance	Cooperatives,	Possible bldgs assessment, Plan, buy-in, funds	S
2	Serve the Community		Not Definable	ELIMINATED
3	Extend Infrastructure to east & west Entrances	Included under #8/Improve infrastruct		L
4	Develop Marketing & Promotional Materials	- EDT	SWOT, Branding, Plan to Destination, KPIs	S / L
5	Economic Development Policies for Growth	- EDT	Collaboration with other stakeholders	S
6	Exit 75 Roundabout	- PI		I
7	Engage the Community; Assess Needs & Wants	- EDT	Burke Group Contracted by Council	
8	Improve Infrastructure	- PI	Inc #s 3, 6, 14, 15	L
9	Pursue Grant Availability	- EDT		S / I / L
10	East Entrance Business Clean Up	- PI	Meeting held . . .	Ongoing BiAnnual ✓
11	Hotel		Also, See # 4 above	L
12	Develop Mission Statement for Econ Development	✓		S Done - David
13	Improve Internet Access	See #8, Improve Infrastructure		S / ongoing

14	Water / Sewer Capacity.	See #8, Improve Infrastructure		S / L
15	Business Grants	- EDT		ongoing
16	Restaurant.		Also, See # 4 above	
17	Truck Stop	- PI , EDT	req's needed traffic, parking, roads, ...	S ? / L
18	Econ Dev Opportunities to Pursue	- EDT	Also, See # 4 above	
19	Drugstore		Also, See # 4 above	I
20	Comprehensive Plan Update	A YVCOG item. Next update is 20026.		S/I 2026, a ten year cycle
21	National Econ Dev Conference	This conf is not novice friendly.	Unelected staff is apt to b best \$, IF any	
22	Increase Code Enforcement	- PI	Codes in existing need personnel & protocol for enforcemt	Ongoing; Resources, Clean Ups
23	Business Profile on Website	Needs strategy, development & admin. Is part of #4, above	After plan, a Website policy review is needed for protocol	S
24	Aquatic Center/Splash Pool	- PI		I Funding redirected
25	Vehicle Charging Stations	EDT & stakeholder to consider options for next locations		S / L First set are secured
26	ELIMINATED Transportation Accessibility.	Not City authority/ job.	Much is under People to People. Roads/ etc Covered in Infrastructure	Eliminated
27	Vocational Ed/Training Opportunities	Options Exist; private & public. Other efforts should grow desire for Ed expansion in GV.	Anything further would need to be a collaboration, creative.	Refer to EDT for additional consideration
28	Beautification Projects	- EDT	Collaborate w/ Beautif Commission	S / I
29	Youth Leadership Initiative	Is Under Parks & Rec Director	Possible to assist	?Consider covered

30	Skate Park	- EDT	needs SWOT analysis	L
31	Increase Use of Country Park & Amphitheatre.	- EDT	Coordinator/ Communicator funded, selected	S / I
32	Community Art Contest	- w/ 38, 40, 41		
33	Additional Housing Opportunities	- Planning - EDT		L
34	Extend Rose Garden to Veterans Park	- EDT Basics needed . . .	Who is responsible for fixing water fountain?	I
35	Resurface Bsktbl Crts	Planning/		DONE
36	Increase Library.	Is Under Parks & Rec...Joint w/ College	Possible to assist	Consider covered
37	Identify City Ambassadors for potential business	- EDT - w/ stakeholders	Objectives	Active stakeholders exist
38	City Stroll Event on Wine Country Road	- EDT	Plan, Contacts. Possible business intern at City, or . . .	
39	Golf Course	W/in 15 min of Prosser Hosp... requires population to sustain.	Plan... Identify location options, Consider Infrastructure	L
40	Grape Stomp - w/ 32, 38, 41	- w/ 32, 38, 41	Plan, Contacts. Possible business intern at City, or . . .	
41	Develop Artisan Gallery in Downtown - w/ 32, 38, 40	- w/ 32, 38, 40	Plan, Contacts. Possible business intern at City, or . . .	
42	Enhance partnerships w/ School Dist, YVC, etc.	- EDT	Plan, Contacts. Possible business intern at City, or . . .	
43	Restaurant Grease Trap	-Process in Place for Civic Effort, if desired	- A code change request by Company benefiting from it	ELIMINATED
44	Ambulance	EDT	Possible bldg/s, Plan, buy-in, funds	L
?	Add Communications, Liaison, Code Enforcement or other Position? or a Split job description?			

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

ITEM TITLE

Ordinance granting to Ziplly Fiber Pacific, LLC, (ZFP), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services

Ordinance granting to Ziplly Wireless, LLC, (ZW), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services

AGENDA NO.: New Business 4 (F) & (G)

AGENDA DATE: January 24, 2023

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)

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.

Ziplly Fiber Pacific and Ziplly Wireless contacted the City in November 2022 requesting a franchise agreement to provide fiber telecommunication services within the City. A copy of their Business Summary is attached.

Ziplly submitted two proposed franchise agreements for legal review. The City Attorney has reviewed the proposed franchise agreements and recommends approval.

ACTION PROPOSED

Move an ordinance granting to Ziplly Fiber Pacific, LLC, (ZFP), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace,

extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services to a regular Council meeting for consideration.

AND

Move an ordinance granting to Ziplly Wireless, LLC, (ZW), a Delaware limited liability company, the nonexclusive right, privilege, authority and franchise to locate, construct, install, own, maintain, repair, replace, extend, operate and use facilities in, upon, over, under, along, and across the franchise area for purposes of the transmission, distribution and sale of telecommunications and communications services to a regular Council meeting for consideration.

Anita Palacios

From: Lipp, Shannon <shannon.lipp@ziply.com>
Sent: Wednesday, January 18, 2023 8:41 AM
To: Anita Palacios
Cc: Cus Arteaga
Subject: RE: Utility Franchise/License application - Ziplly Fiber
Attachments: Why Ziplly Fiber.docx

CAUTION: External Email

Anita,

I'm attaching a business summary that you can use in the agenda packet.

Thank you.

Best,

Shannon Lipp, Legal Assistant
shannon.lipp@ziply.com
ziplyfiber.com



From: Lipp, Shannon
Sent: Thursday, January 12, 2023 1:16 PM
To: Anita Palacios <anitap@grandview.wa.us>
Cc: Cus Arteaga <carteaga@grandview.wa.us>
Subject: RE: Utility Franchise/License application - Ziplly Fiber

Anita,

Our Associate General Counsel reviewed your proposed changes and was fine with them. I have accepted all of changes and then had both versions for Ziplly Fiber Pacific and Ziplly Wireless executed (see attached).

I'm still working on a summary in document format for you. I'll most likely need to wait until our Regulatory VP is back from vacation to get her assistance. I should have that to you next week.

Thank you.

Best,

Shannon Lipp, Legal Assistant
shannon.lipp@ziply.com
ziplyfiber.com

In May 2020, Zply Fiber acquired the Northwest operations of Frontier Communications. Zply Fiber is headquartered in Kirkland, Washington. Our offices are found across the region, and our teams, technologists, and executives live here and love being local.

We're bringing faster speeds and higher performance to communities big and small across Washington, Oregon, Idaho and Montana. Building out our fiber optic network - the fastest technology available - which is scalable for the future needs of your community. Merely constrained by the electronics at either end, the capacity of fiber is limitless. Ensuring the best possible user experience is our focus, we have built redundant pathways across our network allowing us to seamlessly re-route traffic when impediments occur. Further, we have a standard of maintaining our network usage at no more than 40% capacity during peak hours, so our customers always experience the highest speeds even while entire neighborhoods to stream, game and chat simultaneously.

Internet speeds are measured in megabits (Mbps) or gigabits (Gbps) per second. The internet is a two-way street and it's important to compare both download and upload speeds to decide which service is best. While traditional cable providers typically quote fast download speeds, their upload speeds are usually much slower. Fast upload speeds ensure our customers don't experience buffering during video calls or while gaming.

Accessing the internet shouldn't be hard and we believe you should love doing business with your internet provider. From not requiring credit checks or term contracts, access is as easy as signing up for service for as little as \$20 per month. Affordability is one of our core values. As a provider of the FCC Affordable Connectivity Program and the FCC Federal Lifeline program, qualified customers can receive their service for free. We do not have data caps and do not throttle customer data usage, so there is no worry that a great entertainment binge weekend or connecting with friends in an online game for a few hours is going to throw the month ahead into an internet desert.

ORDINANCE NO. _____

AN ORDINANCE OF CITY OF GRANDVIEW, WASHINGTON GRANTING TO ZIPLY FIBER PACIFIC, LLC, (ZFP), A DELAWARE LIMITED LIABILITY COMPANY, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF TELECOMMUNICATIONS AND COMMUNICATIONS SERVICES

WHEREAS, Ziplly Fiber Pacific, LLC, (hereinafter "ZFP"), a Delaware limited liability company, has filed with the City of Grandview, State of Washington (the "City") a written application for a Franchise to locate, construct, operate, maintain a fiber optic communication system and personal wireless services facility and use such works, underground and overhead cables, equipment, pedestals, antenna and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of wireline and wireless telecommunications and communications services;

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

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

SECTION 1.0 DEFINITIONS

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

1.1 Franchisee. "Franchisee" means Ziplly Fiber Pacific, LLC, a Delaware limited liability company, and its lawful successors, transferee and assignee thereof.

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

1.3 Days. "Days" means business days.

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

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

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

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

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

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

1.9 Parties. “Parties” means City and the Franchisee collectively.

1.10 Party. “Party” means either City or the Franchisee individually.

1.11 Person. “Person” means a business entity or natural person.

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

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

1.14 State. “State” means the State of Washington.

SECTION 2.0 GRANT OF FRANCHISE

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

2.1 Effective Date

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

2.2 Term

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

2.3 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area.

2.4 Assignment Of Franchise

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

2.5 Franchise Taxes, Fees and Costs

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

SECTION 3.0 FRANCHISEE'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

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

3.2 Facility Location and Non-Interference

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

3.3 Facility Location Information

The Franchisee shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. The Franchisee does not warrant the accuracy of any such Facility location information provided and,

to the extent the location of Facilities is shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of the Franchisee or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management

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

3.5 Right Of Excavation

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

3.6 Emergency Work

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

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

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

4.1 Necessary Construction/Maintenance By City

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

consequential damages to third parties, caused by said work to any installations belonging to the Franchisee.

4.2 Removal Of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct the Franchisee to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. If it becomes necessary for the City to remove the designated Facilities the City shall be paid the reasonable and actual costs of removal by the Franchisee.

4.3 Vacation Of Properties By City

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

SECTION 5.0 RELOCATION OF FRANCHISEE'S FACILITIES

5.1 Public Project Construction

Whenever the City causes the construction of any Public Project and/or the alteration or improvement of any road, highway or Right-of-way within the Franchise Area, and such construction necessitates the relocation of the Franchisee's Facilities from their existing location to another location within the Franchise Area, such relocation will be at no cost to the City. City shall notify the Franchisee of any intended or expected requirement or request to relocate the Franchisee's Facilities as early as practicable, but not less than 90 days prior to any such relocation. After receipt of such notice, the Franchisee shall complete relocation of its Facilities at least ten days prior to commencement of the project or an agreed upon date by both parties. If any relocation to accommodate the City forces the Franchisee off of a Right-of-way then City will make a reasonable effort to accommodate said relocation on alternative public Right-of-way.

5.2 Public Project Related Relocation Costs

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

5.3 Relocation Of Facilities Requested By Third Parties

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

agreement with the Franchisee for the up-front reimbursement of Facility relocation costs, as specified by applicable tariffs.

5.4 Availability of Other Funds

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

SECTION 6.0 INSURANCE AND INDEMNIFICATION

6.1 Insurance

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

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

6.2 Indemnification of the City

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

6.3 Indemnification of the Franchisee

City agrees to defend and indemnify the Franchisee, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the Franchisee may sustain, incur, become liable for, or be

required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its officers, employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of the Franchisee, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

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

7.2 Revocation and Forfeiture of Franchise

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

7.3 Dispute Resolution by the Parties

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

7.4 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or the Franchisee to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity. Any litigation between the City and the Franchisee arising under or regarding this Franchise shall occur, if in the state courts, in Yakima County Superior Court, and if in the federal courts, in the United States District Court for the Eastern District of Washington.

7.5 Attorneys' Fees and Costs

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

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise As Contract, No Third Party Beneficiaries

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

8.2 Force Majeure

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

8.3 Severability

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

8.4 Changes or Amendments

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

8.5 Supremacy and Governing Law

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

8.6 Headings

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

8.7 Acceptance of Franchise

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

8.8 Franchise Effective Date

The Effective Date of this Franchise shall be _____, 2023, provided that it has been duly accepted by the Franchisee as specified above. This Ordinance shall be in full force and effective five (5) days following its passage, approval and publication.

Passed and adopted by the City Council of the CITY OF GRANDVIEW, Washington the _____ day of _____, 2023.

Mayor

Attest: _____
City Clerk

Approved as to form and content:

City Attorney

Letter of Acceptance by Zply Fiber Pacific, LLC Franchisee


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

IN RE: City of GRANDVIEW, Ordinance No. _____

“Granting a Franchise to Zply Fiber Pacific, LLC Franchisee for the Construction, Operation and Maintenance of Telecommunications Facilities Within the City.”

Zply Fiber Pacific, LLC, Franchisee, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Grandview. This acceptance is executed on _____, 2023.

Zply Fiber Pacific, LLC

By: 

George Baker Thomson, Jr.
Associate General Counsel

Copy Received for the City of Grandview

On: _____

By: _____

Mayor

ORDINANCE NO. _____

AN ORDINANCE OF CITY OF GRANDVIEW, WASHINGTON GRANTING TO ZIPLY WIRELESS, LLC, (ZW), A DELAWARE LIMITED LIABILITY COMPANY, THE NONEXCLUSIVE RIGHT, PRIVILEGE, AUTHORITY AND FRANCHISE TO LOCATE, CONSTRUCT, INSTALL, OWN, MAINTAIN, REPAIR, REPLACE, EXTEND, OPERATE AND USE FACILITIES IN, UPON, OVER, UNDER, ALONG, AND ACROSS THE FRANCHISE AREA FOR PURPOSES OF THE TRANSMISSION, DISTRIBUTION AND SALE OF TELECOMMUNICATIONS AND COMMUNICATIONS SERVICES

WHEREAS, Ziplly Wireless, LLC, (hereinafter "ZW"), a Delaware limited liability company, has filed with the City of Grandview, State of Washington (the "City") a written application for a Franchise to locate, construct, operate, maintain a fiber optic communication system and personal wireless services facility and use such works, underground and overhead cables, equipment, pedestals, antenna and appurtenances over, under, along and across all of City's rights of way and public property in the City for the purposes of the transmission, distribution and sale of wireline and wireless telecommunications and communications services;

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

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

SECTION 1.0 DEFINITIONS

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

1.1 Franchisee. "Franchisee" means Ziplly Wireless, LLC, a Delaware limited liability company, and its lawful successors, transferee and assignee thereof.

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

1.3 Days. "Days" means business days.

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

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

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

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

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

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

1.9 Parties. “Parties” means City and the Franchisee collectively.

1.10 Party. “Party” means either City or the Franchisee individually.

1.11 Person. “Person” means a business entity or natural person.

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

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

1.14 State. “State” means the State of Washington.

SECTION 2.0 GRANT OF FRANCHISE

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

2.1 Effective Date

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

2.2 Term

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

2.3 Non-Exclusive Franchise

This Franchise is not an exclusive Franchise. This Franchise shall not prohibit the City from granting other franchises within the Franchise Area.

2.4 Assignment Of Franchise

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

2.5 Franchise Taxes, Fees and Costs

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

SECTION 3.0 FRANCHISEE'S OPERATIONS AND MAINTENANCE

3.1 Compliance with Laws, Regulations, Codes and Standards

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

3.2 Facility Location and Non-Interference

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

3.3 Facility Location Information

The Franchisee shall provide the City, upon the City's reasonable request, Facility location information in electronic or hard copy showing the location of its Facilities at specific locations within the Franchised Area, to the extent such information is reasonably available. The Franchisee does not warrant the accuracy of any such Facility location information provided and,

to the extent the location of Facilities is shown, such Facilities may be shown in their approximate location. With respect to any excavations within the Franchise Area undertaken by or on behalf of the Franchisee or the City, nothing stated in this Franchise is intended (nor shall be construed) to relieve either party of their respective obligations arising under the State one-call law with respect to determining the location of existing underground utility facilities in the vicinity of such excavations prior to commencing work.

3.4 Vegetation Management

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

3.5 Right Of Excavation

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

3.6 Emergency Work

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

SECTION 4.0 RESERVATION OF CITY'S RIGHTS AND POWERS

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

4.1 Necessary Construction/Maintenance By City

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

consequential damages to third parties, caused by said work to any installations belonging to the Franchisee.

4.2 Removal Of Abandoned Facilities

During the Term of this Franchise, or upon a revocation or non-renewal of this Franchise, the City may direct the Franchisee to remove designated abandoned Facilities from the Franchise Area at its own expense and as soon as practicable, but only where such abandoned Facilities constitute a demonstrated threat to public health and safety. If it becomes necessary for the City to remove the designated Facilities the City shall be paid the reasonable and actual costs of removal by the Franchisee.

4.3 Vacation Of Properties By City

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

SECTION 5.0 RELOCATION OF FRANCHISEE'S FACILITIES

5.1 Public Project Construction

Whenever the City causes the construction of any Public Project and/or the alteration or improvement of any road, highway or Right-of-way within the Franchise Area, and such construction necessitates the relocation of the Franchisee's Facilities from their existing location to another location within the Franchise Area, such relocation will be at no cost to the City. City shall notify the Franchisee of any intended or expected requirement or request to relocate the Franchisee's Facilities as early as practicable, but not less than 90 days prior to any such relocation. After receipt of such notice, the Franchisee shall complete relocation of its Facilities at least ten days prior to commencement of the project or an agreed upon date by both parties. If any relocation to accommodate the City forces the Franchisee off of a Right-of-way then City will make a reasonable effort to accommodate said relocation on alternative public Right-of-way.

5.2 Public Project Related Relocation Costs

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

5.3 Relocation Of Facilities Requested By Third Parties

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

agreement with the Franchisee for the up-front reimbursement of Facility relocation costs, as specified by applicable tariffs.

5.4 Availability of Other Funds

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

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6.1 Insurance

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

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

6.2 Indemnification of the City

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

6.3 Indemnification of the Franchisee

City agrees to defend and indemnify the Franchisee, its officers and employees, from any and all liabilities, claims, causes of action, losses, damages and expenses, including costs and reasonable attorney's fees, that the Franchisee may sustain, incur, become liable for, or be

required to pay, as a consequence of or arising from the negligent acts or omissions of the City, its officers, employees or agents in connection with City's obligations under this Franchise; provided, however, that this indemnification provision shall not apply to the extent that said liabilities, claims, damages, losses and so forth were caused by or result from the negligence of the Franchisee, its employees or agents.

SECTION 7.0 FRANCHISE DISPUTE RESOLUTION

7.1 Non-waiver

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

7.2 Revocation and Forfeiture of Franchise

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

7.3 Dispute Resolution by the Parties

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

7.4 Right of Enforcement

No provision of this Franchise shall be deemed to bar the right of the City or the Franchisee to seek judicial relief from a violation of any provision of the Franchise to recover monetary damages for such violations by the other party or to seek enforcement of the other Party's obligations under this Franchise by means of specific performance, injunctive relief or any other remedy at law or in equity. Any litigation between the City and the Franchisee arising under or regarding this Franchise shall occur, if in the state courts, in Yakima County Superior Court, and if in the federal courts, in the United States District Court for the Eastern District of Washington.

7.5 Attorneys' Fees and Costs

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

SECTION 8.0 GENERAL PROVISIONS

8.1 Franchise As Contract, No Third Party Beneficiaries

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

8.2 Force Majeure

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

8.3 Severability

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

8.4 Changes or Amendments

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

8.5 Supremacy and Governing Law

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

8.6 Headings

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

8.7 Acceptance of Franchise

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

8.8 Franchise Effective Date

The Effective Date of this Franchise shall be _____, 2023, provided that it has been duly accepted by the Franchisee as specified above. This Ordinance shall be in full force and effective five (5) days following its passage, approval and publication.

Passed and adopted by the City Council of the CITY OF GRANDVIEW, Washington the _____ day of _____, 2023.

Mayor

Attest: _____
City Clerk

Approved as to form and content:

City Attorney

Letter of Acceptance by Ziplly Wireless, LLC Franchisee


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

IN RE: City of GRANDVIEW, Ordinance No. _____

“Granting a Franchise to Ziplly Wireless, LLC Franchisee for the Construction, Operation and Maintenance of Telecommunications Facilities Within the City.”

Ziplly Wireless, LLC, Franchisee, for itself, its successors and assigns, hereby accepts the terms and conditions of the Franchise Agreement contained in the subject Ordinance and files this written acceptance with the City of Grandview. This acceptance is executed on _____, 2023.

Ziplly Wireless, LLC

By: 

George Baker Thomson, Jr.
Associate General Counsel

Copy Received for the City of Grandview

On: _____

By: _____

Mayor