

**GRANDVIEW CITY COUNCIL
MEETING AGENDA
TUESDAY, FEBRUARY 23, 2016**



STUDY SESSION – 5:30 PM

PAGE

1. Grandview City Council Procedures Manual

1-17

REGULAR MEETING – 7:00 PM

1. **CALL TO ORDER & ROLL CALL**

2. **PLEDGE OF ALLEGIANCE**

3. **PRESENTATIONS**

4. **PUBLIC COMMENT**

Citizens may address the Council on matters other than those appearing on the agenda.

5. **CONSENT AGENDA**

Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.

- | | | |
|----|---|-------|
| A. | Minutes of the February 9, 2016 study session | 18-20 |
| B. | Minutes of the February 9, 2016 regular meeting | 21-24 |
| C. | Payroll Electronic Fund Transfers (EFT) Nos. 5514-5518 in the amount of \$74,653.69 | |
| D. | Payroll Check Nos. 8652-8668 in the amount of \$79,752.05 | |
| E. | Payroll Direct Deposit 02/01/16 – 02/15/16 in the amount of \$91,982.34 | |
| F. | Claim Check Nos. 109946-110034 in the amount of \$138,967.09 | |

6. **ACTIVE AGENDA**

- | | | |
|----|--|-------|
| A. | Resolution No. 2016-9 declaring certain vehicles as surplus and authorizing disposal of the surplus vehicles by sale or trade | 25-26 |
| B. | Resolution No. 2016-10 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League | 27-33 |
| C. | Resolution No. 2016-11 authorizing the Mayor to sign the Flooring Change Order Proposal with Banlin Construction Inc., for the Grandview Museum Renovation Project | 34-45 |
| D. | Resolution No. 2016-12 approving an Agreement with BNSF Railway Company for the issuance of a Pipeline License | 46-70 |
| E. | Resolution No. 2016-13 approving a Roadway Surfacing Agreement with BNSF Railway Company | 71-80 |

7. **UNFINISHED AND NEW BUSINESS**

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

- A. Water Comprehensive Plan – City Administrator/Public Works Director

9. **MAYOR & COUNCILMEMBER MEETING REPORTS**

10. **EXECUTIVE SESSION**

11. **ADJOURNMENT**

GRANDVIEW CITY COUNCIL

PROCEDURES MANUAL

ADOPTED 02/04/86	RES NO. 86-10
REVISED 01/20/87	ORD NO. 1184
REVISED 01/04/88	RES NO. 88-1
REVISED 07/17/89	RES NO. 89-34
REVISED 01/02/90	RES NO. 90-1
REVISED 02/05/90	RES NO. 90-5
REVISED 12/16/91	RES NO. 91-66
REVISED 05/04/92	RES NO. 92-18
REVISED 11/02/92	RES NO. 92-39
REVISED 11/16/92	RES NO. 92-47
REVISED 01/19/94	RES NO. 94-03
REVISED 7/16/01	RES NO. 2001-30
REVISED 10/13/15	RES NO. 2015-40

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- E. RCW 42.23.030 Code of Ethics
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- G. RCW 42.36 Appearance of Fairness

*** NOTE: These statutes may change from time to time and current RCW's should be available at City Hall.**

**CITY COUNCIL
PROCEDURES MANUAL**

SECTION 1. GENERAL RULES:

1.1 **Public Meetings:** All meetings of the Council, with the limited exception of Executive Sessions, shall be open to the public, and minutes shall be kept of all regular and special meetings of the Council, and shall be available for public inspection in accordance with RCW Chapter 42.30.

1.2 **Quorum:** At all meetings of the Council, a majority of the Councilmembers shall constitute a quorum for the transaction of business, but a lesser number may adjourn from time to time and may compel the attendance of absent members.

1.3 **Voting on Ordinance:** The passage of any ordinance, grant, or revocation of a franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the Council, in accordance with RCW 35A.12.120.

1.4 **Tie-Votes:** In the event of a tie vote, the Mayor shall have a vote only in the case of a tie in the votes of the Councilmembers with regard to matters other than the passage of any ordinance, grant, or revocation of franchise or licenses, or any resolution for the payment of money.

1.5 **Ordinances--Subject--Effective Date:**

(a) No ordinance shall contain more than one subject and that must be clearly expressed in its title.

(b) No ordinance or any section or subsection thereof shall be revised or amended unless the new ordinance sets forth the revised ordinance or the amended section or subsection at full length.

(c) No ordinance shall take effect until five days after the date of its publication unless otherwise provided by State Law, except that an ordinance passed by a majority plus one of the whole membership of the Council, designated therein as a public emergency ordinance necessary for the protection of public property or public peace, may be made effective upon adoption, but such ordinance may not levy taxes, grant, renew, or extend a franchise, or authorize the borrowing of money.

1.6 **Ordinances--Mayor's Veto:** Every ordinance which passed the Council in order to become valid must be presented to the Mayor, if he approves it, he shall sign the ordinance. If not, he shall return the ordinance with his written objection to the Council and the Council shall cause his objections to be entered into the minutes and shall proceed to reconsider the ordinance. If, upon reconsideration, a majority plus one of the whole membership votes in favor of its passage, the ordinance shall become valid without the Mayor's approval. If the Mayor fails for 10 days to either approve or veto an ordinance, it

shall become valid without his approval. Ordinances shall be signed by the Mayor, attested by the City Clerk, and approved by the City Attorney, as to form.

1.7 **Adoption by Reference:** Ordinances may, by reference, adopt Washington State statutes and State, County, or City Codes, regulations, or ordinances or any standard code of technical regulations, or portions thereof. Said adopted codes, statutes, or regulations so adopted need not be published in a newspaper as provided in Section 2.7, but the adopting ordinance shall be so published and the adopted code, statutes, or regulations so adopted shall be on file at the office of the City Clerk for uses and examination of the public and shall be authenticated and recorded by the City Clerk along with the ordinance.

SECTION 2. MEETINGS:

2.1 **Day and Time of Regular Meetings:** The regular meetings of the Council shall be held on the second and fourth Tuesdays of each and every month at the hour of 7:00 p.m.; provided, that regular meetings shall be held on the next succeeding day when the meeting day is a state-established holiday.

2.2 **Location of Meetings:** All regular meetings of the City Council shall be held in the City Hall situated at 207 West Second Street in the City, unless Council at a previous meeting decides to hold them elsewhere.

2.3 **Failure to Attend Meeting--Arrest:** Whenever a lesser number of Councilmembers than a quorum are present at the time and place fixed by Ordinance for any regular meeting or of any legally called meeting of the Council, such member or members as are present shall have the authority to order any police officer of the City to arrest and bring to such meeting any or all absent Councilmember, whether absent at the time fixed for open meeting or later in the session.

2.4 **Penalty for Refusal to Attend Meeting:** Any member refusing to attend when so required under Section 2.3 shall be deemed guilty of a misdemeanor and fined in any sum of not less than one dollar nor more than five dollars.

2.5 **Special Meetings:** Special meetings may be called by the Mayor or any three members of the Council by written notice delivered to each member of the Council by mail or personally at least 24 hours before the time specified for the proposed meeting. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meeting by the City Council.

2.6 **Executive Sessions:** Executive sessions may be held in accordance with the State Open Meetings Act, RCW Chapter 42.30, and by amendments thereto. Unless amended by RCW, said executive sessions may be called during regular or special meeting to consider:

- (a) matters affecting national security.

(b) selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price.

(c) the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing of public property shall be taken in a meeting open to the public.

(d) review negotiations on the performance or publicly-bid contracts where public knowledge regarding such consideration would cause a likelihood of increased costs.

(e) to receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge.

(f) to evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body or salaries, wages, or other conditions of employment to be generally applied within the City shall occur in a meeting open to the public, and when a governing body elects to take final action on hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public.

(g) to evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public.

(h) to discuss with legal counsel representing the City matters relating to the City enforcement actions, or to discuss with legal counsel representing the City litigation or potential litigation to which the City, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency.

(i) before convening in executive session, the Mayor shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the Mayor.

SECTION 3. RULES OF ORDER:

3.1 **Rules Governing:** Meetings shall be governed by Robert's Rules of Order Revised.

3.2 **Preservation of Order:** The Mayor, Mayor Pro-Tem, or the elected chairman, in the absence of the Mayor and Mayor Pro-Tem, shall preside over all meetings and shall preserve order and decorum, prevent attacks on personalities, or the impugning of member's motives, and confine members in debate to the question under discussion.

3.3 **Points of Order:** The chairman shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the Chairman be sustained?"

3.4 **Reading of the Minutes:** Unless a reading of the minutes of a Council meeting is requested by a member of the Council, such minutes may be approved without reading if the City Clerk properly furnished each member with a copy thereof.

3.5 **Conflicts of Interest:** Councilmen or the Mayor shall excuse themselves from the Council Chamber during any discussions or vote on any subject in which there are conflicts of interest or which may give the appearance that there may be a conflict of interest.

3.6 **Permission to Speak:** No member shall speak more than twice on the same subject without permission of the presiding officer. No person, not a member of the Council, shall be allowed to address the same while in session without the permission of the presiding officer.

3.7 **Motions:** Motions shall be reduced to writing when required by the presiding officer of the Council. All resolutions and ordinance shall be in writing.

3.8 **Motions to Reconsider:** Motions to reconsider must be by a member who voted with the majority, and at the same or next succeeding meeting of the Council.

3.9 **Journal of Proceedings:** The City Clerk shall keep a correct journal of all proceedings and at the desire of any member of ayes and nays shall be taken on any question and entered in the journal.

3.10 **Questions of Order:** All questions of order shall be decided by the presiding officer of the Council with the right of appeal to the Council by any member.

3.11 **Presiding Officers-Discretion:** The presiding officer of the Council may, at his discretion, call any member to take the chair, to allow him to address the Council, make a motion, or discuss any other matter at issue.

3.12 **Motions to Table:** Motions to lay any matter on the table shall be first in order; and on all questions, the last amendment, the most distant day, and the largest sum shall be put first.

3.13 **Abstentions:** Any member not voting is deemed to be voting with the majority, except as to matters with respect to which such council member has a disqualifying interest.

3.14 **Adjournment**: A motion for adjournment shall always be in order.

3.15 **Rules-Changes**: The rules of the Council may be altered, amended, or temporarily suspended by a vote of two-thirds of the members present.

3.16 **Committee-Reports**: The chairman of each respective committee, or the Councilmember acting in that capacity in his place, shall submit or make all reports to the Council when so requested by the presiding officer or any member of the Council.

3.17 **Attendance of Staff**: The City Administrator, City Clerk, City Attorney, City Treasurer, Police Chief, Fire Chief, Public Works Director, Parks and Recreation Director, Library Director and such other officers or employees of the City shall, when requested, attend all meetings of the Council.

3.18 **Procedure of Presenting Matters to Council**:

(a) All matters coming before the City Council shall first be referred to a standing committee. Therefore, all new matters shall be placed on the Council agenda as new business for referral to the appropriate standing committee.

(b) At the next Council meeting, after such referral to the standing committee, the standing committee will report their recommendation to the Council. If the standing committee feels that it is something that should be referred to the Mayor for disposition as an administrative matter, then the standing committee will report that back to the Council at the next Council meeting. Otherwise, the matter will come back to the Council for their action.

(c) If a matter is of an emergency nature, the Council can vote to suspend the rules pursuant to Section 3.15 of this manual and dispose of an item immediately.

3.19 **Citizen Participation**

The following rules are intended to promote an orderly system of holding a public meeting and to give every person an opportunity to be heard.

(a) **Addressing the Council**: Any person desiring to address the Council under agenda item "Citizen Participation," shall first secure the permission of the Mayor.

(b) **Manner of Addressing the Council - Time Limit**: Each person addressing the Council shall step up to the microphone, will give his/her name and address in an audible tone of voice for the record and, unless further time is granted by the Council, shall limit their remarks to three minutes. All remarks shall be addressed to the Council as a whole, not individual Councilmembers. No person, other than the Mayor, members of the Council, and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked of the Councilmembers, except through the Mayor. No one other than the Mayor may interrupt

the speaker and the Mayor is obligated to interrupt if the speaker exceeds the time limit or when it is necessary to uphold the rules and restore order. The Council will then determine the disposition of the issue (information only, place on present agenda, a future agenda, assign to staff, or do not consider).

(c) **Personal and Slanderous Remarks:** Any person making personal, impertinent or slanderous remarks, or who shall become boisterous, threatening, intimidating, disrespectful or personally abusive while addressing the Council may be requested to leave the meeting and may be forthwith, by the Mayor, barred from further audience before the Council during that Council meeting. No demonstrations, noises, or other disruptive expressions are allowed.

(d) **“Out of Order” comments:** The Mayor has the authority to preserve order at all meeting of the Council and to enforce the Rules of the Council. Any person whose comments have been ruled out of order by the Mayor shall immediately cease and refrain from further improper comments or disorderly conduct. The refusal of an individual to desist from inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Mayor may be subject to removal from the Council Chambers and banned from addressing the Council in the future unless permission is granted by the Mayor. The Mayor may command assistance of any police officer to enforce all lawful orders of the Mayor to restore order at any meeting.

(e) **Citizen Complaints:** Citizens with complaints, concerns or questions will be encouraged to refer the matter to the City Administrator or ask that the matter be placed on a future City Council meeting agenda with the appropriate background information. The Mayor shall refer administrative matters to the City Administrator for resolution.

Personnel matters, including labor negotiations, grievances, hiring, and dismissals will not be dealt with at public Council meetings. Such complaints may be submitted in writing to the City Administrator or Mayor.

SECTION 4. AGENDA:

4.1 **Agenda Preparation:** The order of business of each meeting shall be as contained in the agenda prepared by the City Clerk. The agenda shall be a listing by topic of subjects to be considered by the City Council and shall be formulated as follows:

4.2 **Agenda Matters–Submitted:** Matters shall be submitted for the City Council agenda as follows:

- (a) Any member of the City Council may place a matter on the agenda.
- (b) All other matters to be placed on the agenda shall be submitted to the City Administrator or to the Mayor for consideration and possible placement on the agenda.
- (c) All matters placed on the agenda shall be noted with the sponsor's name.

(d) All reports, communications, ordinances, resolutions, and other items to be submitted to the Council shall be delivered to the City Clerk no later than 12:00 Noon on the Wednesday preceding each Council meeting, whereupon the City Clerk shall arrange a list of such matters according to the order of business.

(e) The agenda shall be delivered to each Councilmember by 5:00 p.m., the Friday preceding the Council meeting.

4.3 Order of Business: The order of business shall be as follows:

- (a) Call to Order & Roll Call
- (b) Pledge of Allegiance
- (c) Presentations
- (d) Public Comment - at which the citizens may address the Council on matters other than those appearing on the agenda.
- (e) Consent Agenda
 - (i) Minute Approval
 - (ii) Payroll and Claim Payments
- (f) Active Agenda
- (g) Unfinished and New Business
- (h) City Administrator and/or Staff Reports
- (i) Mayor & Councilmember Meeting Reports
- (j) Executive Session
- (k) Adjournment

4.4 Consent Agenda: Items may be placed on a "Consent Agenda" which items of business will be voted on together by the Council, unless a Councilmember requests that one or more of the items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under "Unfinished and New Business".

4.5 Active Agenda: This section of the agenda shall include items of a general nature, including:

- (a) Resolutions and ordinances previously discussed at a Council meeting.

- (b) Consideration of bids, L.I.D.'s, and related matters.

4.6 **Unfinished and New Business**: This section of the agenda shall include all items of a general nature, including resolutions and ordinances put forward to the regular meeting and items that have been removed from the Consent Agenda.

SECTION 5. COMMITTEES

Standing Council Committees, with the exception of the Personnel and Finance Committee which shall be a Committee-of-the-Whole, shall consist of three Councilmembers each, and their responsibilities are as follows:

5.1 (a) **Utilities Committee**: Responsible for the development of policy, rates, and fees relating to water, sewer, and irrigation utilities.

(b) **Streets Committee**: Responsible for the development of policy and fees relating to streets, alleys, sidewalks, drainage, street utility, garbage, and cemetery departments.

(c) **Public Safety Committee**. Responsible for the development of policy and fees for the Police Department, Fire Department, Animal Control Department, business license and building inspection, and public health matters.

(d) **Parks and Recreation Committee**. Responsible for the development of policy and fees relating to Parks and Recreation programs, Senior Center, Library, and Museum, and swimming pool.

(e) **Personnel and Finance Committee**. Shall consist of the Committee-of-the-Whole and shall be responsible for the development of policy relating to administrative matters, including personnel, finance, civic buildings, and the annual budget.

5.2 Ad Hoc Committees shall be appointed as deemed necessary.

5.3 The City Council may meet as a Committee-of-the-Whole, or in study session, for any specific issue.

5.4 At the first meeting in January each year, the members of each Committee shall be appointed by the Mayor and confirmed by Council. The Mayor shall consult with Councilmembers with respect to their preferences prior to making the appointments. The Mayor and City Administrator shall be ex-officio members of all Committees, except the Committee-of-the-Whole. The City Administrator shall designate which staff members shall attend each Committee meeting. Staff members shall not have a vote.

5.5 (a) Each standing Committee should immediately after its appointment select their chairperson, determine the time, date, and frequency of its regular meetings and shall advise the Mayor, City Council, and staff of those times. The City Clerk shall

then issue the notices required by the Open Public Meetings Act. When establishing meeting times, Committees should keep in mind the time requirements of staff to prepare the minutes and recommendations of the Committee so that the City Clerk has them in hand in time for the preparation of the Council Committee agendas and not cause unnecessary delays in the decision making process.

(b) Actions and recommendations of all Committees shall be subject to the approval of the City Council. Copies of all Committee agendas and minutes shall be provided to the Mayor, Councilmembers, City Administrator, City Clerk, and appropriate City staff.

(c) Committees in their deliberations shall limit their discussions to matters of a policy nature, but they may discuss operational efficiencies in their area of responsibility. Any conclusions or recommendations shall be directed through the Department Head and City Administrator to the Mayor for consideration. Direction of staff and day-to-day operations are the responsibility of the Mayor and City Administrator and Council Committees and Councilmembers shall act accordingly.

(d) Each Committee may deal with all matters referred to it by the Mayor, City Council, or City Administrator and report back within a time period specified in the request.

(e) From time to time, issues are referred to Committees that are of an overlapping nature. The Committees and staff shall cooperate in the interfacing of situations like this and depending upon the importance of the issue it may even be necessary to hold joint Committee meetings and issue a joint report or recommendation to City Council. Any Committee or Department Head can ask to have a staff member from another department attend a Committee meeting for the provision of information. This should be arranged through the cooperation of the administrative staff. All departments shall ensure that the provision of information be handled as expeditiously as possible.

(f) Each standing Committee should continuously review City policies, regulations, ordinances, and resolutions that are relevant to the area of responsibility of their Committee. Any proposed change in policy shall be discussed with the appropriate Department Head, City Attorney, City Administrator, and/or Mayor to determine how it will affect the departments operation and how it may relate to existing ordinances, resolutions, regulations, State law, and other conditions prior to its presentation to the City Council.

(g) Each Committee shall tour the facilities of the department concerned as early as possible after the first Committee meeting each year so that the members may familiarize themselves and have firsthand knowledge of City operations to help them in their policy deliberations throughout the year.

(h) At the discretion of the Chair and Committee members, recommendations may come forward to Council in either a formal manner or simply a consensus of opinion of that Committee.

5.6 Any procedures not specifically covered in this section shall be in accordance with Section 1 General Rules, Section 2 Meetings, and Section 3 Rules of Order.

SECTION 6. LAPTOP USAGE POLICY:

6.1 Purpose: The City of Grandview recognizes that the use of digital communications has become necessary to conduct official business. This policy strives to ensure that the Mayor and Council Members are able to be issued a device which will enable them to utilize digital communications in a manner consistent with their role as an elected official and applicable law.

6.2 Ownership:

(a) One laptop computer and accessory package will be issued to the Mayor and each member of Council. Laptops issued under this policy will remain the property of the City of Grandview. The Mayor and members of Council will have no ownership, interest or right to title of the laptop.

(b) Each recipient issued a laptop is responsible for the security and care of that laptop, regardless of where the laptop is used.

(c) All laptops will be covered by a hardware warranty and supplemental support plan through the manufacturer or a third party.

(d) Upon vacating elected or appointed seat, each laptop recipient will ensure that their laptop is returned to the City Clerk. The City Council shall have the discretion to declare the laptop surplus and authorize its disposal or to direct the City Clerk to reimage the laptop and reissue the laptop to the next holder of that seat.

6.3 Passwords: Council Members granted access to the City's electronic mail (e-mail) system will be issued an initial identifying password. A Council Member must immediately notify the City Clerk of any changes to their identifying password. The City Clerk shall maintain a record of all current identifying passwords.

6.4 License Agreements: The City of Grandview is the sole licensee of the software included with the laptop. Any copying, modification, merging or distribution of the software by the recipient, including written documentation, is prohibited. The recipient is responsible for complying with any and all hardware, software and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violation of any such licenses, terms or laws shall constitute a violation of this policy.

6.5 Liability:

(a) Recipients are responsible for all material sent by and/or stored on the laptop issued to them which they will knowingly and intentionally send or store/install. Recipients accept responsibility for keeping their laptop free from all inappropriate or

dangerous files.

(b) The City of Grandview is not liable for any inappropriate material sent by and/or stored on laptops issued under this policy outside of the scope of use expected by a City official.

6.6 Email Usage:

(a) The recipient of a device under this policy agrees to conduct all email communications which are stored on this device through their assigned City of Grandview email account. All emails sent through the City's email system are archived and retained by the City in a manner consistent with the City's record retention policies.

(b) Syncing personal email accounts to the issued device, other than the recipient's assigned City email account, is prohibited.

6.7 Acceptable Use:

(a) The City of Grandview only authorizes use of its laptops in a manner that supports the recipient's role as an elected official of the City.

(b) The device may only be used for limited personal use that does not interfere with the ability of the device to be used for official intended purposes.

(c) Use of the laptop for any political use including, but not limited to campaigning, is expressly forbidden.

6.8 Privacy: All communications made via devices covered under this policy are subject to disclosure under the Public Records Act, Ch. 42.56 RCW, or for litigation purposes unless a privilege or exemption exists that justify withholding the records.

6.9 Installation of applications:

(a) The installation of applications or programs on laptops covered by this policy is subject to approval by the City Clerk.

(b) Modification of the laptop's operating systems to allow installation of applications not approved by the manufacturer is prohibited.

6.10 Care of the Device: Recipients are responsible for the general care of the device issued under this policy. The laptop must remain free of any writing, drawing, stickers, or labels that are not property of the City. Only a clean microfiber cloth, like what is used to clean eyewear, should be used when cleaning the screen.

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6.11 Loss and Damage:

(a) Recipients of laptops under this policy are encouraged to keep the device safe and in good working order. If a user demonstrates extreme negligence with a device, or loses a replacement device within 18 months of being issued a replacement, then he or she shall be financially responsible for the cost of the replacement.

(b) Loss of or damage to a City of Grandview laptop and/or accessory must be reported immediately to City staff.

(c) Recipients must not modify, upgrade, or attempt to repair laptops and/or accessories issued under this policy without the express permission of the City of Grandview's contracted IT support personnel. All repairs must be made through the provided protection plan. Repairs not covered by the supplied protection plan which are determined to be caused by negligence, shall be covered by the recipient.

GRANDVIEW CITY COUNCIL

Off-site Equipment Receipt

I, _____, agree and understand that I have received the below listed equipment in good working order.

I acknowledge having received, read and understand the Grandview City Council Laptop Use Policy.

I agree that this equipment will be used solely for the conduct of City business, and in accordance with any and all Grandview City Council policies, and applicable laws.

I will return the equipment in good working order, with allowance for normal wear and tear.

I understand that I must provide an inventory of all City of Grandview provided equipment used off-site annually, and sign other equipment receipt for same.

Manufacturer	Model	Serial Number	Remarks

City Council Member Name (Please print)

City Council Member Signature

Date

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SECTION 7. AMENDMENT-REPEAL: This manual may be amended, modified, or repealed by a vote of the majority of the full membership of the City Council.

END OF CITY COUNCIL PROCEDURES MANUAL

**GRANDVIEW CITY COUNCIL
STUDY SESSION MINUTES
FEBRUARY 9, 2016**

1. CALL TO ORDER

Mayor Norm Childress called the study session to order at 5:30 p.m. in the Council Chambers at City Hall.

Present were: Mayor Norm Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Gloria Mendoza, Bill Moore and Joan Souders. Councilmember Javier Rodriguez arrived at 6:10 p.m.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray and City Clerk Anita Palacios.

2. GRANDVIEW CITY COUNCIL PROCEDURES MANUAL

At the January 12, 2016 study session, Council began the review of the Council Procedures Manual.

Upon review, the Council recommended the following changes and/or additions and directed the City Clerk to draft the appropriate changes to Section 5 Committee to reference Committee-of-the-Whole and Ad Hoc Committees and delete Standing Council Committees:

3.18 Procedure of Presenting Matters to Council:

(a) All matters coming before the City Council shall first be referred to a ~~standing committee~~ the Committee-of-the-Whole. Therefore, all new matters shall be placed on the Council agenda as new business for referral to the ~~appropriate standing committee~~ Committee-of-the-Whole.

(b) At the next Council meeting, after such referral to the ~~standing committee~~ Committee-of-the-Whole, the ~~standing committee~~ Committee-of-the-Whole will report their recommendation to the Council. If the ~~standing committee~~ Committee-of-the-Whole feels that it is something that should be referred to the Mayor for disposition as an administrative matter, then the ~~standing committee~~ Committee-of-the-Whole will report that back to the Council at the next Council meeting. Otherwise, the matter will come back to the Council for their action.

(c) If a matter is of an ~~emergency~~ urgent or time sensitive nature, the Council can vote to suspend the rules pursuant to Section 3.15 of this manual and dispose of an item immediately.

SECTION 5. COMMITTEES:

~~Standing Council Committees, with the exception of the Personnel and Finance Committee which shall be a Committee of the Whole, shall consist of three Councilmembers each, and their responsibilities are as follows:~~

~~5.1 (a) Utilities Committee: Responsible for the development of policy, rates, and fees relating to water, sewer, and irrigation utilities.~~

~~_____ (b) Streets Committee. Responsible for the development of policy and fees relating to streets, alleys, sidewalks, drainage, street utility, garbage, and cemetery departments.~~

~~_____ (c) Public Safety Committee. Responsible for the development of policy and fees for the Police Department, Fire Department, Animal Control Department, business license and building inspection, and public health matters.~~

~~_____ (d) Parks and Recreation Committee. Responsible for the development of policy and fees relating to Parks and Recreation programs, Senior Center Community Center, Library, and Museum, and swimming pool.~~

~~_____ (e) Personnel and Finance Committee. Shall consist of the Committee of the Whole and shall be responsible for the development of policy relating to administrative matters, including personnel, finance, civic buildings, and the annual budget.~~

5.31 The City Council may will meet as a Committee-of-the-Whole, or in study session, for any specific issue all new matters.

(f a) Each standing The Committee-of-the-Whole should continuously review City policies, regulations, ordinances, and resolutions that are relevant to the area of responsibility of their Committee. Any proposed change in policy shall be discussed with the appropriate Department Head, City Attorney, City Administrator, and/or Mayor to determine how it will affect the departments operation and how it may relate to existing ordinances, resolutions, regulations, State law, and other conditions prior to its presentation to the City Council.

(g b) Each The Committee-of-the-Whole shall tour the facilities of the all departments concerned as early as possible after the first Committee meeting each year so that the members may familiarize themselves and have firsthand knowledge of City operations to help them in their policy deliberations throughout the year.

5.2 Ad Hoc Committees shall be appointed as deemed necessary by the Mayor and confirmed by Council and shall consist of three Councilmembers. The Mayor shall consult with Councilmembers with respect to their preference prior to making appointments. The Mayor and City Administrator shall be ex-officio members of all Committees, except the Committee-of-the-Whole. The City Administrator shall designate which staff members shall attend each Ad Hoc Committee meeting. Staff members shall not have a vote.

~~5.4 At the first meeting in January each year, the members of each Committee shall be appointed by the Mayor and confirmed by Council. The Mayor shall consult with Councilmembers with respect to their preferences prior to making the appointments. The Mayor and City Administrator shall be ex-officio members of all Committees, except the Committee-of-the-Whole. The City Administrator shall designate which staff members shall attend each Committee meeting. Staff members shall not have a vote.~~

5.5 (a) Each standing Ad Hoc Committee should immediately after its appointment select their chairperson, determine the time, date, and frequency of its regular

meetings and shall advise the Mayor, City Council, and staff of those times. The City Clerk shall then issue the notices required by the Open Public Meetings Act. When establishing meeting times, Ad Hoc Committees should keep in mind the time requirements of staff to prepare the minutes and recommendations of the Ad Hoc Committee so that the City Clerk has them in hand in time for the preparation of the Council Committee-of-the-Whole agendas and not cause unnecessary delays in the decision making process.

(b) Actions and recommendations of all Ad Hoc Committees shall be subject to the approval of the City Council. Copies of all Ad Hoc Committee agendas and minutes shall be provided to the Mayor, Councilmembers, City Administrator, City Clerk, and appropriate City staff.

(c) Ad Hoc Committees in their deliberations shall limit their discussions to matters of a policy nature, but they may discuss operational efficiencies in their area of responsibility. Any conclusions or recommendations shall be directed through the Department Head and City Administrator to the Mayor for consideration. Direction of staff and day-to-day operations are the responsibility of the Mayor and City Administrator and Council Ad Hoc Committees and Councilmembers shall act accordingly.

(d) Each Ad Hoc Committee may deal with all matters referred to it by the Mayor, City Council, or City Administrator and report back within a time period specified in the request.

(e) From time to time, issues are referred to Ad Hoc Committees that are of an overlapping nature. The Ad Hoc Committees and staff shall cooperate in the interfacing of situations like this and depending upon the importance of the issue it may even be necessary to hold joint Ad Hoc Committee meetings and issue a joint report or recommendation to City Council. Any Ad Hoc Committee or Department Head can ask to have a staff member from another department attend an Ad Hoc Committee meeting for the provision of information. This should be arranged through the cooperation of the administrative staff. All departments shall ensure that the provision of information be handled as expeditiously as possible.

(f) At the discretion of the Chair and Ad Hoc Committee members, recommendations may come forward to Council in either a formal manner or simply a consensus of opinion of that Ad Hoc Committee.

5.6 Any procedures not specifically covered in this section shall be in accordance with Section 1 General Rules, Section 2 Meetings, and Section 3 Rules of Order.

3. ADJOURNMENT

The study session adjourned at 6:55 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 9, 2016**

1. CALL TO ORDER

Mayor Norm Childress called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Gloria Mendoza, Bill Moore, Javier Rodriguez and Joan Souders

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Parks & Recreation Director Mike Carpenter and City Clerk Anita Palacios.

2. MAYOR PRO TEM APPOINTMENT

Mayor Childress recommended Councilmember Bill Moore be re-appointed as Mayor Pro Tem.

On motion by Councilmember Everett, second by Councilmember Rodriguez, Council approved the re-appointment of Councilmember Bill Moore as the Mayor Pro Tem.

3. PLEDGE OF ALLEGIANCE

Councilmember Souders led the pledge of allegiance.

4. PRESENTATIONS

A. Frenzy Friday Program

Lesley Sanchez and George Montano, GHS students, shared their experiences as program volunteers for the Frenzy Friday Program. Frenzy Friday was an after-school program for middle school aged students held every Friday during the school year at the Grandview Middle School. The program was sponsored by the Grandview School District, City of Grandview and United Way.

B. 2016 Proclamation Grandview High School Career and Technical Education Month

Present were Grandview School District CT Advisor Steve Long, GHS DECA Advisor Brad Charvet and GHS FFA Advisor Ryan Maiden along with GHS DECA and FFA Chapter students.

Mayor Childress proclaimed February 2016 as Career and Technical Education Month in the City of Grandview and urged all citizens to become familiar with the services and benefits offered by the Career and Technical Education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

5. PUBLIC COMMENT – None

6. CONSENT AGENDA

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

- A. Minutes of the January 26, 2016 study session**
- B. Minutes of the January 26, 2016 regular meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5505-5510 in the amount of \$79,512.43**
- D. Payroll Check Nos. 8611-8651 in the amount of \$25,638.76**
- E. Payroll Direct Deposit 01/16/16 – 01/31/16 in the amount of \$89,455.83**
- F. Claim Check Nos. 109854-109945 in the amount of \$216,990.76**

7. ACTIVE AGENDA

- A. Resolution No. 2016-6 authorizing the Mayor to sign a Recreational Use Permit by and between the City and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2016 Swim Team Program**

Washington Cities Insurance Authority strongly recommended that the City enter into Recreational Use Permits between those athletic organizations that were utilizing City owned recreational facilities to conduct their respective programs. Staff presented the Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2016 season. Swim Team President Krysti Febus reviewed and signed the agreement.

On motion by Councilmember Moore, second by Councilmember McDonald, Council approved Resolution No. 2016-6 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2016 Swim Team Program.

- B. East Wine Country Plaza Project Acceptance**

Inland Asphalt Company completed the construction of the East Wine Country Plaza infrastructure improvements. Staff recommended Council accept the project as complete once the requirements in the January 25, 2016 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

On motion by Councilmember Mendoza, second by Councilmember Everett, Council accepted the East Wine Country Plaza infrastructure improvements as complete once the project closure requirements as identified in the January 25, 2016 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

8. UNFINISHED AND NEW BUSINESS – None

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Circle Park – City Administrator Arteaga explained that the City owns property known as “Circle Park”. Circle Park was located at the intersection of West Fifth Street and Avenue H. The property was a dedicated park and roadway. The use of the property as a park or roadway was discontinued over 50 years ago. The adjacent property owners have over the course of the last 50 years maintained and/or improved these areas. The City has an Agreement for Street Use

with one of the four adjacent property owners. One of the adjacent property owners requested that the Council consider vacating the property. The City Engineer reviewed both plats and there were no restrictions or covenants on the park area listed on the face of the plats. Staff requested Council consider vacating the right-of-ways and park through the City's standard vacation process. Staff recommended reserving right-of-ways for West Fifth Street and Avenue H, and reserve easements for any public utilities that may exist.

Following discussion, Council directed staff to research the issue with the City Attorney for further consideration.

Museum Renovation Update – Parks and Recreation Director Carpenter provided an update of the museum building renovations. The electrical, insulation, HVAC, sheetrock and front windows were installed. The stucco sub-contractor was on-site working on the front façade of the building. The restrooms and janitor's closet was plumbed and framed. The security alarm system would be installed as one of the last components to the project. The contractor's projected substantial completion date was March 11th. At the January 29th construction meeting, the floor finish was discussed. The basic bid provided for a concrete sealer to be applied on the floor. There were concerns that all of the old blemishes and patches within the existing concrete plus any new patches due to saw cuts etc., would be visible through the clear sealant that the basic bid provided. Another option would be to apply a commercial grade floor epoxy in place of the specified concrete sealer. The contractor's cost estimate for the commercial grade floor epoxy was approximately \$7,000. The floor finish would be one of the final jobs of the renovation. Staff requested Council consider the epoxy floor finish option.

On motion by Councilmember Souders, second by Councilmember Moore, Council directed staff to present a change order at the next meeting for the commercial grade epoxy floor finish option.

Councilmember Everett voted in opposition.

Tree City USA Award – Parks & Recreation Director Carpenter announced that the City of Grandview received the Tree City USA award for the 19th consecutive year.

10. MAYOR & COUNCILMEMBER MEETING REPORT

AWC Legislative Conference – Councilmember McDonald attended the AWC Legislative Action Conference on January 27th – 29th in Olympia.

2016 Project Homeless Connect Service Event – Councilmember Souders attended the 2016 Project Homeless Connect service event on January 27th in Sunnyside.

Yakima County Emergency Medical Services – Mayor Childress was appointed by the Yakima Valley Mayor's Association to serve on the Yakima County Emergency Medical Services Operations Board.

11. EXECUTIVE SESSION – None

12. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 7:50 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Resolution No. 2016-9 declaring certain vehicles as surplus and authorizing disposal of the surplus vehicles by sale or trade

AGENDA NO.: Active 6 (A)

AGENDA DATE: February 23, 2016

ORIGINATING SOURCE:

Police Department

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

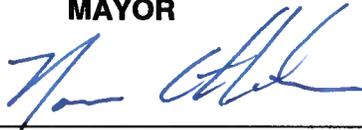
DEPARTMENT DIRECTOR REVIEW

Kal Fuller , Police Chief



CITY ADMINISTRATOR

MAYOR



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

The current practice for surplus vehicles is that they are disposed of at public auction. Vehicles are normally sent to a farm auction and sold to the highest bidder.

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 Police Department would request that the wording on surplus vehicles be changed to add "or trade" to the list of possible options to dispose of them.

The Police Department currently has several old vehicles. Based on trade-in values, it is believed that they will bring in very little if sold at an auction. A change in the wording would allow for research to be done to see if an amount more favorable to the City could be negotiated. This would be done by attempting to trade in several vehicles of little value for one newer vehicle that could then be retained and used by the Police Department for a second detective vehicle and/or an out-of-town training vehicle.

ACTION PROPOSED

Approve Resolution No. 2016-9 declaring certain vehicles as surplus and authorizing disposal of the surplus vehicles by sale or trade.

RESOLUTION NO. 2016-9

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
DECLARING CERTAIN VEHICLES AS SURPLUS AND AUTHORIZING
DISPOSAL OF THE SURPLUS VEHICLES BY SALE OR TRADE**

WHEREAS, the City owns Police Department vehicles that have outlived their useful life and are no longer needed for the conduct of City business; and,

WHEREAS, the City Council has determined that it is in the best interest of the City that the foregoing described Police Department vehicles be declared surplus and disposed of;

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

Section 1. The following vehicles are hereby declared to be surplus:

- 2004 Chevrolet Trailblazer, VIN #1GNDDT13S042417311, License Plate #AER3808 (PD forfeited vehicle)
- 2004 Chevrolet Impala, VIN #2G1WF55K149263229, License Plate #32797D (PD/204)
- 2005 Ford Crown Victoria, VIN #2FAFP71W75X147819, License Plate #38716D (PD/205)
- 2005 Ford Crown Victoria, VIN #2FAFP71W35X147820, License Plate #38717D (PD/206)
- 2007 Dodge Charger, VIN #2B3KA43H07H758717, License Plate #44070D (PD/209)

Section 2. City staff is authorized to dispose of the surplus vehicles described in section 1 of this resolution by sale or trade-in.

Section 3. The City Administrator is authorized to establish a minimum sale/trade-in price for the surplus vehicle as deemed necessary to protect the City's interests.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 23, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

Resolution No. 2016-10 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League

AGENDA NO.: Active 6 (B)

AGENDA DATE: February 23, 2016

VISION:

Strategic Plan – More Leisure Opportunities

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

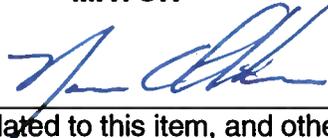
DEPARTMENT DIRECTOR REVIEW

Mike Carpenter, Parks & Recreation Director



CITY ADMINISTRATOR

MAYOR



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

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

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

Attached is the Recreational Use Permit between the City and the Lower Valley Cal Ripken League for the 2016 season. The City Attorney has had the opportunity to review and comment on the document. Baseball League Coordinator Clint Adamson of the Lower Valley Cal Ripken League has reviewed and signed the agreement.

ACTION PROPOSED

Approve Resolution No. 2016-10 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League.

RESOLUTION NO. 2016-10

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE
LOWER VALLEY CAL RIPKEN LEAGUE**

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

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 9, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

This Agreement entered into this 23rd day of February, 2016 by and between the City of Grandview, and Lower Valley Cal Ripken League for the uses and purposes stated herein and below.

1. Recitals

- A. The City of Grandview, hereafter called the "City" is a municipal corporation of the State of Washington, with City Hall located at 207 W. 2nd Street, Grandview, WA 98930.
- B. Lower Valley Cal Ripken League, hereafter called "Baseball League" is a non-profit organization with organized and stated purposes of organizing baseball competition between teams of the organization.
- C. City owns Ralph Scott Memorial Ball Fields at the Country Park Events Center. Such facilities include baseball fields suitable for competition, hereafter called the "Baseball Facility".
- D. City and Baseball League desire to enter into a Recreational Use Permit regarding the use of Baseball Facility.

2. Agreement

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

1. Responsibilities of Baseball League:
- A. Baseball League seeks to gain access for the use of Baseball Facility to conduct a program of baseball, in accordance with its own rules and regulations.
- B. Baseball League shall pay the City a Recreational Use Permit fee of \$25 for each use of the ball field lights. An accurate account of each use of the ball field lights will be recorded by the league and submitted to the City at the end of the season for appropriate billing. The Recreational Use Permit authorizes Baseball League to use the Baseball Facility as mutually scheduled between March 1 and July 25, 2016. Baseball League acknowledges that City sponsored programs and community events have scheduling priority over Baseball League's use of the Baseball Facility under this Agreement, and that Baseball League may not use the Baseball Facility if such use conflicts with a City sponsored program or community event. Baseball League shall not use the Baseball Facility additionally without first obtaining further written permission from the City and the payment of additional fees as established by the City.

- C. At no time shall Baseball League participants, coaches, officials, spectators, vendors or any other people drive or park any vehicles on the Baseball Facility. No vehicles shall be allowed on the field or the grass at the Country Park Events Center (except maintenance vehicles). All vehicles must be parked in spaces designated for parking. Only individuals with a current Washington State Disabled Parking Permit will be allowed to park in designated disabled parking areas. All other vehicles associated with the Baseball League will park in the main parking lot at the Country Park Events Center.
- D. Baseball League shall be solely and completely responsible for maintaining the dirt infields, facility fencing, dugout shelters, benches, storage units/areas and on site equipment in a clean, neat and safe condition. The City will be responsible for mowing and trimming of grass, restroom maintenance and garbage dumpsters. Baseball League shall provide routine litter clean-up and shall properly dispose of all trash on or surrounding the Baseball Facility, including parking areas, during the period of time that Baseball League shall be using the Baseball Facility. Baseball League shall be responsible for any damage that occurs to the Baseball Facility as a result or incidental to, Baseball League's use of the Baseball Facility under this Agreement. It is the responsibility of the Baseball league to keep all participants and spectators out of the livestock building and amphitheater areas. Baseball League will be allowed to engage in off-season field and structure maintenance of the baseball facility as scheduled through the parks and recreation department.
- E. Should Baseball League desire to make improvements and/or install equipment for use on the Baseball Facility, Baseball League shall seek prior written approval of the City before any equipment may be installed. Baseball League shall be solely responsible to ensure that said equipment meets the requirements of the U.S. Consumer Products Commission or other state or federal agency charged with the establishment of safety standards for such equipment. Upon installation of said equipment, such equipment shall remain the sole property of the City unless otherwise specifically agreed upon in writing by both parties.
- F. Baseball League is aware of and will abide by all elements of the Grandview Municipal Code of Chapter 12.20 (Park Code).
- G. Baseball League shall obtain and maintain throughout the term of this Agreement, or as long as Baseball League remains in possession of the Baseball Facility, a broad form of comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use or occupancy of the Baseball Facility, with liability limits of not less than \$1,000,000, per occurrence. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Baseball League shall provide City with a certificate or certificates of such insurance within ten (10) days of execution of this Agreement.

- H. Baseball League shall indemnify and hold harmless the City and/or its elected officials, employees, volunteers, insurers, successors and assigns from and against any and all claims, demands, causes of action, damages, suits or judgments, including but not limited to, any claims of insurance carriers, the Department of Labor & Industries, the Department of Social and Health Services, and any federal agency, healthcare provider or governmental taxation agency (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss or damage of property arising out of or in connection with the use and occupancy of Baseball Facility by Baseball League, its agents, participants, servants, employees, volunteers, invitees, and spectators. In the event of any claims made or suits filed, the City shall give Baseball League prompt written notice thereof and Baseball League shall have the right to defend or settle the same to the extent of its interest hereunder. The provision applies in all events, regardless of whether or not the insurance provisions above are required or expected.
- I. Baseball League has inspected the Baseball Facility and the Country Park Events Center and any equipment located upon such facility, and finds such to be adequate for Baseball Leagues use. Baseball League and those individuals using such facilities and equipment through Baseball League and this Agreement do so at their own risk.
- J. Under a separate Concession Agreement, the Baseball League shall be entitled to operate a concession stand upon site approved by the City. Baseball League shall comply with all applicable health code requirements, including but not limited to food preparation, storage, sanitation and waste removal. Baseball League shall be solely responsible for compliance with all applicable laws and regulations pertaining to sales tax and tax reporting.
- K. Baseball League agrees to strictly comply with and strictly enforce Washington State's Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of sustaining a concussion must be removed from play at the Baseball Facility and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and receives written clearance to return to play from that health care provider.
- L. Baseball League agrees to comply with RCW 49.60.500, made applicable to community athletic programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.
- M. Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture or any other relationship than independent contractors. Baseball League shall be and remain in sole charge, supervision and control of all Baseball League activities, games, training and programs. City shall remain in sole charge, supervision and control of all its parks and recreation programs of the City of Grandview.

- N. In 2016, the Baseball League, in addition to its regular leagues, will administer the Tee Ball League that was previously administered by the City of Grandview. The City will loan the Baseball League equipment to conduct the Tee Ball League. This format shall be evaluated by both parties and the City reserves the right to resume administration of the Tee Ball League as early as 2017. All loaned equipment shall be returned at this time.
- O. Term of Agreement. The term of this Agreement shall be for the term of the season set forth in Section B above. Notwithstanding termination of this Agreement through expiration of the term, the provisions relating to insurance and indemnification in Section H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.
- P. Termination. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other. In the event Baseball League fails to abide by the terms and conditions of this Agreement or in the event of an Emergency, the City may terminate this Agreement upon such terms and at such time as the City deems necessary and appropriate, provided notice of termination for cause shall be provided to Baseball League. For purposes of this section, the term "Emergency" means any changes of the Comprehensive Plan or Parks & Recreation Plan mandated by governmental authorities and agencies with jurisdiction. Notwithstanding an early termination of this Agreement, the provisions relating to insurance and indemnification in Sections G and N arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.
- Q. Entire Agreement. This Agreement, with Baseball League's application for use of City's park facilities, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of park facilities shall apply to this Agreement, and are incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms of this Agreement shall control.
- R. Assignment. This Agreement and the terms and provisions herein are personal to Baseball League, and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

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

City of Grandview

Baseball League

By: _____
Mayor Norm Childress

By:  _____
Baseball League Coordinator

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING

ITEM TITLE

Resolution No. 2016-11 authorizing the Mayor to sign the Flooring Change Order Proposal with Banlin Construction Inc., for the Grandview Museum Renovation Project

AGENDA NO.: Active 6 (C)

AGENDA DATE: February 23, 2016

VISION:

Strategic Plan – More Leisure Opportunities

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

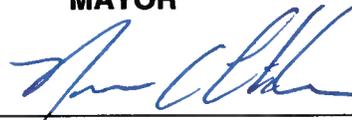
Mike Carpenter, Parks & Recreation Director



CITY ADMINISTRATOR



MAYOR



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

During the February 9th City Council meeting, staff gave a report on the progress of the Museum Renovation Project. Discussion centered around the application to the concrete floor. As a result of a bare essential budget, the basic bid only provides for a concrete sealer which will show blemishes and patchwork upon its application.

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.

One option instead of the clear sealer would be the application of a commercial grade epoxy. This would require a change order for the project in the amount of \$6,956.00. City Council directed staff to provide the attached change order proposal for consideration at the February 23rd City Council meeting.

ACTION PROPOSED

Approve Resolution No. 2016-11 authorizing the Mayor to sign the Flooring Change Order Proposal with Banlin Construction Inc., for the Grandview Museum Renovation Project.

Anita Palacios

From: Mike Corbin <mcorbin@borarch.com>
Sent: Tuesday, February 16, 2016 11:11 AM
To: Mike Carpenter; Anita Palacios
Cc: Wescott Edwards
Subject: Grandview Museum Flooring Change Order
Attachments: Signed COP Form-Arch signed.pdf; Grandview Museum COP_Epoxy Floor Cover.pdf

Mike and Anita,

Attached please find the signed Change Order Proposal and the backup information for your use in the Agenda for the City Council meeting. The amount listed on the COP is the proposal amount including B&O tax and Bond %, but not including WSST. If you have any questions or problems, please don't hesitate to let us know.

Thanks,

Mike

Michael A. Corbin, R.A.
BORArchitecture, pllc
1320 N. 16th Ave., Suite C
Yakima, WA 98902
ph.: 509.454.3299
f: 509.454.3254
mcorbin@borarch.com

RESOLUTION NO. 2016-11

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE FLOORING CHANGE ORDER
PROPOSAL WITH BANLIN CONSTRUCTION INC., FOR
THE GRANDVIEW MUSEUM RENOVATION PROJECT**

WHEREAS, the City of Grandview has retained Banlin Construction Inc., as the contractor for the Grandview Museum Renovation Project; and,

WHEREAS, the Flooring Change Order Proposal authorizes the substitution of specified concrete sealer with epoxy coating;

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

The Mayor is hereby authorized to sign the Flooring Change Order Proposal in the amount of \$6,956.00 with Banlin Construction Inc., for the Grandview Museum Renovation Project in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 23, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



FLOORING CHANGE ORDER PROPOSAL

Grandview Museum
PROJECT NO. 1232

BORArchitecture

REQUEST FOR PROPOSAL:

In connection with your contract dated December 8, 2015 please furnish your proposal for performing the change outlined below and detailed on referral to attachments. Include a detailed cost breakdown for materials and labor as applicable. Return this Change Order Proposal form to the Architect within 15 days as stated in Specification Section 01035 • Modification Procedures.

DESCRIPTION: Substitution of specified concrete sealer with epoxy coating

Description of Work

- 1) Provide materials and labor to substitute Sherwin Williams Macropoxy 646-100(tinted to Benjamin Moore #1524, Nature's Scenery) in lieu of Dayton Superior Sure Hard Densifier, thereby providing a uniform floor appearance across the multiple floor patches and surfaces present in the existing building.

BORArchitecture, PLLC

By: Michael A. Corbin Date: 2/16/2016

CONTRACTOR PROPOSAL:

We propose to perform all changes described in the above request for (no-change/increase/decrease) to the contract sum of:

Six Thousand Four Hundred Sixty-two and 42/100 (\$6,462.42)
(Not including Washington State Sales Tax)

The Contract time will have (no-change/increase/decrease) of 0 calendar days.

We have attached hereto cost estimate detail sheets as required. The foregoing amount covers all work required in connection with this change. All other provisions of the Contract remain in full force and effect. We understand that no invoice incorporating the amount of this change will be honored prior to authorization.

Banlin Construction Inc.,

By: [Signature] Date: 2-16-16

RECOMMENDATION:

We have examined the foregoing proposal and find it to be in order and the cost reasonable. We therefore recommend its acceptance.

BORArchitecture, PLLC

By: Michael A. Corbin Date: 2/16/2016

AUTHORIZATION:

The foregoing proposal is hereby accepted and the performance authorized on the changes specified. This constitutes a Change Order when authorizing signature is affixed.

City of Grandview

By: _____ Date: _____

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CHANGE ORDER PROPOSAL		
COP -	Contractor: BANLIN	Date: 01-15-16
Contract No.: 1232	Contract Title: Grandview Museum	
Requestor Name:		Phone: 509-454-3299
<input type="checkbox"/> Contractor requested proposed Change		<input checked="" type="checkbox"/> Owner Requested Proposed Change
Reason for change/Benefits:		
<p>This proposal includes all labor, equipment and material to prep the interior concrete slab and place Sherwin Williams Macropoxy fast cure epoxy coating in lieu of the concrete sealer as called out in the original scope of work.</p> <p>See attached product data.</p>		
BASELINE CHANGE		
Impact to Price: Additive		
Price(Cost) Change – \$6,956.00		Schedule Change: 0

OR Casey Lindstrom
Contractor Project Manager

Owner/Architect

Change Order/Modification No:	Notice to Proceed:	Not-To-Exceed Value:
-------------------------------	--------------------	----------------------

BANLIN Construction
LUMP SUM PRICE PROPOSAL

Client: City of Grandview _____
Contract No./Arch. Project No.: 1232 _____

Bonding Required? YES
 NO

Description of work:
COP Change to Epoxy Floor Coating

Base Bid
USE ATTACHMENTS AS NECESSARY

1 PROJECT MANAGEMENT/ENGINEERING			
Classification	Total Hours	Cost/hr	Total
Project Manager	1	\$ 79.00	\$ 79.00
Superintendent	0	\$ 42.20	\$ -
			\$ -
			\$ -
			\$ -
		Total	\$ 79.00
2 CRAFT LABOR (BANLIN)			
Position	M/Hours	Cost/hr	Total
Laborer - Floor prep	16.00	\$ 42.20	\$ 675.20
			\$ -
		\$ -	\$ -
		\$ -	\$ -
Operators			
Position	M/Hours	Cost/hr	Total
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		Total	\$ 675.20
3 MATERIALS (List or use attachments, if none so state)			
Description	Quantity	Unit Price	Total
Cocconcrete prep materials	1	\$ 200.00	\$ 200.00
	0	\$ -	\$ -
	0	\$ -	\$ -
		Total	\$ 200.00
4 BANLIN EQUIPMENT (List, if none so state)			
Description	Days	Daily Rate	Total
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Rental Equipment			
Description	Days	Daily Rate	Total
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		Total	\$ -
5 LOWER TIER SUBSUPPLIERS (if none so state)			
Quality Interior Finishes (Credit for sealer)		Quote	\$ (3,990.00)
Quality Interior Finishes Add to change to Epoxy Floor Cover		Quote	\$ 8,700.00
		Total	\$ 4,710.00
6 OTHER COSTS (Describe, if none so state)			

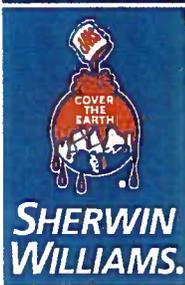
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	Quantity	Unit Price	Total
			\$ -
			\$ -
		Total	\$ -
7 CONSUMABLES, SMALL TOOLS & SUPPLIES (Percent of craft labor)			
Total Craft Labor Item 2 Above @	3.00%		\$ 21.00
PROPOSAL RECAP & OVERHEAD			
A PROJECT MANAGEMENT/ENGINEERING (Item 1 Above)			
		\$ 79.00	
Overhead @	8.00%	\$ 6.32	
Profit/Fee @	6.00%	\$ 4.74	
		Total	\$ 90.06
B CRAFT LABOR (Item 2 Above)			
		\$ 675.20	
Overhead @	8.00%	\$ 54.02	
Profit/Fee @	6.00%	\$ 40.51	
		Total	\$ 769.73
C MATERIAL (Item 3 Above)			
		\$ 200.00	
Overhead @	8.00%	\$ 16.00	
Profit/Fee @	6.00%	\$ 12.00	
		Total	\$ 228.00
D EQUIPMENT (Item 4 Above)			
		\$ -	
Overhead @	8.00%	\$ -	
Profit/Fee @	6.00%	\$ -	
		Total	\$ -
E LOWER-TIER SUBCONTRACTORS (Item 5 Above)			
		\$ 4,710.00	
Overhead @	5.00%	\$ 235.50	
Profit/Fee @	4.00%	\$ 188.40	
		Total	\$ 5,133.90
F OTHER COSTS (Item 6 Above)			
		\$ -	
Overhead @	8.00%	\$ -	
Profit/Fee @	6.00%	\$ -	
		Total	\$ -
G CONSUMABLES, SMALL TOOLS & SUPPLIES (Item 7 Above)			
		\$ 21.00	
Overhead @	8.00%	\$ 1.68	
Profit/Fee @	6.00%	\$ 1.26	
		Total	\$ 23.94
H SUBTOTAL			
Items "A" Through "G"		Subtotal	Amount \$ 6,245.63
I CONTINGENCY			
	Rate		Amount
Self Perform	0%	\$	-
Subcontractors	0%	\$	-
J ITEMS H & I			
			Amount \$ 6,245.63
K TAXES & BONDS			

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		Rate	
WSST @ % OF ITEM J	7.90%	\$	493.40
Subtotal		\$	6,739.03
B&O TAX @ % OF ITEM J	0.471%	\$	29.42
BONDS @ % OF ITEM J(Performance &Pmnt Bond Rate)	3.00%	\$	187.37
TOTAL PROPOSED COST (ITEMS J & K)			\$ 6,956
CONTRACTOR AUTHORIZED REPRESENTATIVE			
Casey Lindstrom		1/15/2016	
Signature		Date	

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Protective & Marine Coatings

MACROPOXY® 646-100 FAST CURE EPOXY

PART A
PART B

B58-620
B58V620

SERIES
HARDENER

Revised: Oct 6, 2015

PRODUCT INFORMATION

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PRODUCT DESCRIPTION

MACROPOXY 646-100 FAST CURE EPOXY is a high solids, less than 100 g/L VOC, high build, fast drying, polyamide epoxy designed to protect steel and concrete in industrial exposures. Ideal for maintenance painting and fabrication shop applications. The high solids content ensures adequate protection of sharp edges, corners, and welds. This product can be applied directly to marginally prepared steel surfaces.

- Low VOC, <100 g/L
- Low odor
- Outstanding application properties
- Chemical resistant
- Abrasion resistant

PRODUCT CHARACTERISTICS

Finish:	Semi-Gloss
Color:	Mill White and a wide range of colors available through tinting
Volume Solids:	73% ± 2%, mixed
Weight Solids:	83% ± 2%, mixed
VOC (EPA Method 24):	Unreduced: <100 g/L; .83 lb/gal Reduced 10%: <100 g/L; .83 lb/gal
Mix Ratio:	1:1 by volume

Recommended Spreading Rate per coat:

	Minimum	Maximum
Wet mils (microns)	7.0 (175)	13.5 (338)
Dry mils (microns)	5.0* (125)*	10.0* (250)*
~Coverage sq ft/gal (m ² /L)	116 (2.8)	232 (5.7)
Theoretical coverage sq ft/gal (m ² /L) @ 1 ml / 25 microns dft	1168 (28.6)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

*May be applied at 3.0-10.0 mils (75-250 microns) dft in a multi-coat system. Refer to Recommended Systems and Performance Tips Sections.

Drying Schedule @ 7.0 mils wet (175 microns):

	@ 40°F/4.5°C	@ 77°F/25°C 50% RH	@ 100°F/38°C
To touch:	4-5 hours	2 hours	1.5 hours
To handle:	48 hours	8 hours	4.5 hours
To recoat:			
minimum:	48 hours	8 hours	4.5 hours
maximum:	1 year	1 year	1 year

Cure for

service:	10 days	7 days	4 days
Immersion:	14 days	7 days	4 days

If maximum recoat time is exceeded, abrade surface before recoating.

Drying time is temperature, humidity, and film thickness dependent.

Pot Life:	10 hours	4 hours	2 hours
Sweat-in-time:	30 minutes	30 minutes	15 minutes

Shelf Life:	36 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C).
Flash Point:	61°F (16°C), PMCC, mixed
Reducer/Clean Up:	Reducer R7K111 or Oxsol 100

RECOMMENDED USES

- Marine applications
- Fabrication shops
- Pulp and paper mills
- Power plants
- Offshore platforms
- Mill White is acceptable for immersion use for salt water and fresh water
- Not acceptable for potable water
- Suitable for use in USDA inspected facilities
- Acceptable for use in Canadian Food Processing facilities, categories: D3 (Confirm acceptance of specific part numbers/rexes with your SW Sales Representative)
- Conforms to AWWA D102 OCS #5
- Approved with FIRETEX hydrocarbon coatings
- Refineries
- Chemical plants
- Tank exteriors
- Water treatment plants

PERFORMANCE CHARACTERISTICS

Substrate*: Steel

Surface Preparation*: SSPC-SP10/NACE 2

System Tested*:

1 ct. Macro epoxy 646-100 Fast Cure @ 6.0 mils (150 microns) dft

*unless otherwise noted below

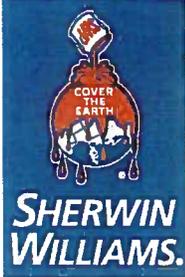
Test Name	Test Method	Results
Abrasion Resistance	ASTM D4060, CS17 wheel, 1000 cycles, 1 kg load	84 mg loss
Accelerated Weathering - QUV ¹	ASTM D4587, QUV-A, 12,000 hours	Passes
Adhesion	ASTM D4541	1,037 psi
Corrosion Weathering ¹	ASTM D5894, 36 cycles, 12,000 hours	Rating 10 per ASTM D714 for blistering; Rating 9 per ASTM D610 for rusting
Direct Impact Resistance	ASTM D2794	30 in. lb.
Dry Heat Resistance	ASTM D2485	250°F (121°C)
Exterior Durability	1 year at 45° South	Excellent, chalks
Flexibility	ASTM D522, 180° blend, 3/4" mandrel	Passes
Immersion	1 year fresh and salt water	Passes, no rusting, blistering, or loss of adhesion
Pencil Hardness	ASTM D3363	3H
Salt Fog Resistance ¹	ASTM B117, 6,500 hours	Rating 10 per ASTM D610 for rusting; Rating 9 per ASTM D1654 for corrosion
Water Vapor Permeance	ASTM D1653, Method B	1.16 grains/day

Epoxy coatings may darken or discolor following application and curing.

Footnotes:

¹ Zinc Clad II Plus Primer

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Protective & Marine Coatings

MACROPOXY® 646-100 FAST CURE EPOXY

PART A
PART B

B58-620
B58V620

SERIES
HARDENER

Revised: Oct 6, 2015

PRODUCT INFORMATION

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RECOMMENDED SYSTEMS

	Dry Film Thickness / ct.	
	Mils	(Microns)
Immersion and atmospheric:		
Steel:		
2 cts. Macropoxy 646-100	5.0-10.0	(125-250)
Concrete/Masonry, smooth:		
2 cts. Macropoxy 646-100	5.0-10.0	(125-250)
Concrete Block:		
1 ct. Kem Cati-Coat HS Epoxy Filler/Sealer as needed to fill voids and provide a continuous substrate.	10.0-20.0	(250-500)
2 cts. Macropoxy 646-100	5.0-10.0	(125-250)
Atmospheric:		
*Steel:		
(Shop applied system, new construction, AWWA D102, can also be used at 3 mils (75 microns) dft when used as part of a multi-coat system)		
1 ct. Macropoxy 646-100 Fast Cure Epoxy	3.0-6.0	(75-150)
1-2 cts. of recommended topcoat		
Steel:		
1 ct. Recoatable Epoxy Primer	4.0-6.0	(100-150)
2 cts. Macropoxy 646-100	5.0-10.0	(125-250)
Steel:		
1 ct. Macropoxy 646-100	3.0-10.0	(75-250)
1-2 cts. Acrolon 218 Polyurethane or Hi-Solids Polyurethane or SherThane 2K Urethane	3.0-6.0 3.0-5.0 2.0-4.0	(75-150) (75-125) (50-100)
Steel:		
2 cts. Macropoxy 646-100	5.0-10.0	(125-250)
1-2 cts. Tile-Clad HS Epoxy	2.5-4.0	(63-100)
Steel:		
1 ct. Zinc Clad II Plus	3.0-6.0	(75-150)
1 ct. Macropoxy 646-100	5.0-10.0	(125-250)
1-2 cts. Acrolon 218 Polyurethane	3.0-6.0	(75-150)
Steel:		
1 ct. Zinc Clad III HS or Zinc Clad IV	3.0-5.0 3.0-5.0	(75-125) (75-125)
1 ct. Macropoxy 646-100	5.0-10.0	(125-250)
1-2 cts. Hi-Solids Polyurethane-100	3.0-6.0	(75-150)
Aluminum:		
2 cts. Macropoxy 646-100	5.0-10.0	(125-250)
Galvanizing:		
2 cts. Macropoxy 646-100	5.0-10.0	(125-250)

The systems listed above are representative of the product's use, other systems may be appropriate.

DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

Iron & Steel				
Atmospheric:	SSPC-SP2/3			
Immersion:	SSPC-SP10/NACE 2, 2-3 mil (50-75 micron) profile			
Aluminum:	SSPC-SP1			
Galvanizing:	SSPC-SP1			
Concrete & Masonry				
Atmospheric:	SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3			
Immersion:	SSPC-SP13/NACE 6-4.3.1 or 4.3.2, or ICRI No. 310.2R, CSP 1-3			

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 6	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusty	D St 2	D St 2	SP 2	-
Rusty	C St 3	C St 3	SP 3	-
Power Tool Cleaning	Pitted & Rusty	D St 3	SP 3	-

TINTING

Tint Part A with Maxitones at 150% strength. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

Tinting is not recommended for immersion service.

APPLICATION CONDITIONS

Temperature:	40°F (4.5°C) minimum, 140°F (60°C) maximum (air, surface, and material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

Refer to product Application Bulletin for detailed application information.

ORDERING INFORMATION

Packaging:	
Part A:	1 gallon (3.78L) and 5 gallon (18.9L) containers
Part B:	1 gallon (3.78L) and 5 gallon (18.9L) containers
Weight:	13.24 ± 0.2 lb/gal ; 1.6 Kg/L mixed, may vary by color

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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Protective & Marine Coatings

MACROPOXY® 646-100 FAST CURE EPOXY

PART A
PART B

B58-620
B58V620

SERIES
HARDENER

Revised: Oct 6, 2015

APPLICATION BULLETIN

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SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Iron & Steel, Atmospheric Service:

Minimum surface preparation is Hand Tool Clean per SSPC-SP2. Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. For better performance, use Commercial Blast Cleaning per SSPC-SP6/NACE 3, blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel within 8 hours or before flash rusting occurs.

Iron & Steel, Immersion Service:

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Near White Metal Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2-3 mils / 50-75 microns). Remove all weld spatter and round all sharp edges by grinding. Prime any bare steel the same day as it is cleaned.

Aluminum

Remove all oil, grease, dirt, oxide and other foreign material by Solvent Cleaning per SSPC-SP1.

Galvanized Steel

Allow to weather a minimum of six months prior to coating. Solvent Clean per SSPC-SP1 (recommended solvent is VM&P Naphtha). When weathering is not possible, or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test patch. Allow paint to dry at least one week before testing adhesion. If adhesion is poor, brush blasting per SSPC-SP7 is necessary to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning per SSPC-SP2, prime the area the same day as cleaned.

Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICR1 No. 310.2R, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910.

Concrete, Immersion Service:

For surface preparation, refer to SSPC-SP13/NACE 6, Section 4.3.1 or 1.3.2 or ICR1 No. 310.2R, CSP 1-3.

Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete.
ASTM D4259 Standard Practice for Abrading Concrete.
ASTM D4260 Standard Practice for Etching Concrete.
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.
ICR1 No. 310.2R Concrete Surface Preparation.

Previously Painted Surfaces

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, or if this product attacks the previous finish, removal of the previous coating may be necessary. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS065900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 8	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Rusted	C St 3	C St 3	SP 3	-
Power Tool Cleaning	D St 3	D St 3	SP 3	-

APPLICATION CONDITIONS

Temperature: 40°F (4.5°C) minimum, 140°F (60°C) maximum (air, surface, and material)
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer/Clean UpReducer R7K111 or Oxsol 100

Airless Spray

Pump.....30:1
Pressure.....2800 - 3000 psi
Hose.....1/4" ID
Tip0.17" - .023"
Filter60 mesh
Reduction.....As needed up to 10% by volume

Conventional Spray

GunDeVilbiss MBC-510
Fluid TipE
Air Nozzle.....704
Atomization Pressure.....60-65 psi
Fluid Pressure.....10-20 psi
Reduction.....As needed up to 10% by volume
Requires oil and moisture separators

Brush

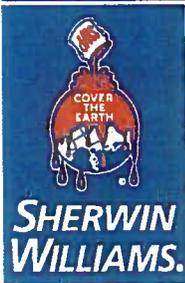
Brush.....Nylon/Polyester or Natural Bristle
Reduction.....Not recommended

Roller

Cover3/8" woven with solvent resistant core
Reduction.....Not recommended

If specific application equipment is not listed above, equivalent equipment may be substituted.

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Protective & Marine Coatings

MACROPOXY® 646-100 FAST CURE EPOXY

PART A
PART B

B58-620
B58V620

SERIES
HARDENER

Revised: Oct 6, 2015

APPLICATION BULLETIN

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APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix contents of each component thoroughly with low speed power agitation. Make certain no pigment remains on the bottom of the can. Then combine one part by volume of Part A with one part by volume of Part B. Thoroughly agitate the mixture with power agitation. Allow the material to sweat-in as indicated prior to application. Re-stir before using.

If reducer solvent is used, add only after both components have been thoroughly mixed, after sweat-in.

Apply paint at the recommended film thickness and spreading rate as indicated below:

Recommended Spreading Rate per coat:		
	Minimum	Maximum
Wet mils (microns)	7.0 (175)	13.5 (338)
Dry mils (microns)	5.0* (125)	10.0* (250)*
~Coverage sq ft/gal (m²/L)	116 (2.8)	232 (5.7)
Theoretical coverage sq ft/gal (m²/L) @ 1 mil / 25 microns dft	1168 (28.6)	

NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.

*See Recommended Systems on reverse side. See Performance Tips section also.

Drying Schedule @ 7.0 mils wet (175 microns):			
	@ 40°F/4.5°C	@ 77°F/25°C 50% RH	@ 100°F/38°C
To touch:	4-5 hours	2 hours	1.5 hours
To handle:	48 hours	8 hours	4.5 hours
To recoat:			
minimum:	48 hours	8 hours	4.5 hours
maximum:	1 year	1 year	1 year
Cure for			
service:	10 days	7 days	4 days
immersion:	14 days	7 days	4 days

If maximum recoat time is exceeded, abrade surface before recoating. Drying time is temperature, humidity, and film thickness dependent.

Pot Life:	10 hours	4 hours	2 hours
Sweat-in-time:	30 minutes	30 minutes	15 minutes

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Reducer R7K111 or Oxsol 100. Clean tools immediately after use with Reducer R7K111 or Oxsol 100. Follow manufacturer's safety recommendations when using any solvent.

DISCLAIMER

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PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

Excessive reduction of material can affect film build, appearance, and adhesion.

Do not mix previously catalyzed material with new.

Do not apply the material beyond recommended pot life.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer R7K111 or Oxsol 100.

Insufficient ventilation, incomplete mixing, miscatalyzation, and external heaters may cause premature yellowing.

Excessive film build, poor ventilation, and cool temperatures may cause solvent entrapment and premature coating failure.

Tinting is not recommended for immersion service.

Use only Mil White for immersion service.

Quik-Kick Epoxy Accelerator is acceptable for use. See data page 4.99 for details.

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

For Immersion Service: (if required) Holiday test in accordance with ASTM D5162 for steel, or ASTM D4787 for concrete.

When coating over steel in a zinc/epoxy/epoxy, or epoxy/epoxy/epoxy system, MacroPOxy 646-100 must be applied at a minimum dft of 3.0 mils per coat.

Acceptable for Concrete Floors.

Refer to Product Information sheet for additional performance characteristics and properties.

SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

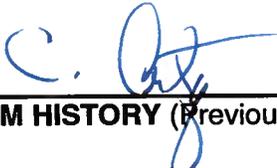
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**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE Resolution No. 2016-12 approving an Agreement with BNSF Railway Company for the issuance of a Pipeline License And Resolution No. 2016-13 approving a Roadway Surfacing Agreement with BNSF Railway Company	AGENDA NO.: Active 6 (D) & (E) AGENDA DATE: February 23, 2016
ORIGINATING SOURCE Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

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

The City secured a low interest loan from the Department of Health in the amount of \$950,000 to replace the water main on OIE and loop the water main onto Elm which will improve the fire flow capacity for these areas.

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.

Currently, the City has an undersized water main on OIE which dead-ends at OIE and Elm. In addition, the City has a water main on Elm Street that dead-ends on the north side of the BNSF Railway line. The City is required to enter into a Pipeline License and Roadway Resurfacing Agreement with BNSF for the construction and maintenance of the new water mains under the BNSF railway line and right-of-way.

ACTION PROPOSED

Approve Resolution No. 2016-12 approving an Agreement with BNSF Railway Company for the issuance of a Pipeline License and Resolution No. 2016-13 approving a Roadway Surfacing Agreement with BNSF Railway Company.

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February 2, 2016

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

Re: Pipeline License No. 15-3010
Roadway Resurfacing Agreement No. 15-3011
Grandview Washington

Dear Cus,

Enclosed you will find duplicate copies of the above referenced agreements for your review and signature. Please sign and return both copies with original signature to our office, along with a check in the amount of \$3,500.00 for the 25 year term for the Pipeline. Please make the check payable to Iron Horse Development, LLC.

Additionally, please include a certificate of insurance, evidencing the insurance as shown in Section 21. The certificate holder should be listed as;

BNSF & Iron Horse Development, LLC
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114

Enclosed is an application should you choose to participate in the BNSF's blanket policy for the Railroad Protective Policy, please complete the application and fax or email to Rosa Martinez (*contact info is on application*).

The enclosed agreements are not binding and shall become binding only when, and if executed by you and fully approved and executed by the BNSF Railway Company. Upon completion and execution a fully executed copy of the agreement will be returned to you for your records.

Thank you in advance for your cooperation. Should you need additional assistance, please contact me at the above referenced number.

Sincerely,



Beka Telles, Associate Transaction Manager
Railroad Property Management

Enclosures

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Insurance Authority

P.O. Box 88030

Tukwila, WA 98138

05-Feb-16

Cert#: 10081

Phone: 206-575-6046

BNSF & Iron Horse Development, LLC, c/o CertFocus

Attn: Beka Telles, Associate Transaction Manager, Railroad Property Management Fax: 206-575-7426

P.O. Box 140528

Kansas City, MO 64114

RE: City of Grandview

Pipeline License No. 15-3010 Roadway Resurfacing Agreement No. 15-3011

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$1 million per occurrence limit of liability coverage in its self insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member.

WCIA was created by an interlocal agreement among public entities and liability is self funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric B. Larson".

Eric B. Larson
Deputy Director

cc: Anita Palacios
Cus Arteaga

cletter

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Insurance Authority

P.O. Box 88030

Tukwila, WA 98138

05-Feb-16

Cert#: 10081

Phone: 206-575-6046

Loss Payee:

Fax: 206-575-7426

BNSF & Iron Horse Development, LLC, c/o CertFocus
Attn: Beka Telles, Associate Transaction Manager, Railroad Property Management
P.O. Box 140528
Kansas City, MO 64114

RE: City of Grandview
Pipeline License No. 15-3010 Roadway Resurfacing Agreement No. 15-3011

Evidence of Coverage

The above captioned entity is a member of the Washington Cities Insurance Authority (WCIA), which is a self insured pool of over 160 public entities in the State of Washington.

The member is protected for property coverage under the WCIA Joint Property Protection Agreement to a loss limit of \$750,000 per occurrence, excess of the member's individual deductible.

Coverage provides for all risks of direct physical loss or damage, subject to policy terms, conditions and exclusions for real and/or personal property, including inland marine exposures and/or automobile physical damage.

Sincerely,

Eric B. Larson
Deputy Director

cc: Anita Palacios
Cus Arteaga

cpioplet

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RESOLUTION 2016-12

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AN AGREEMENT WITH BNSF RAILWAY COMPANY
FOR THE ISSUANCE OF A PIPELINE LICENSE**

WHEREAS, the City of Grandview desires to undertake certain surface and subsurface improvements to and along Old Inland Empire Highway within the city limits of the City of Grandview, including adjacent to a BNSF railway line and within the BNSF right-of-way; and

WHEREAS, in order to accomplish these improvements, the City requires a license from BNSF for the construction and maintenance of a water pipeline under the BNSF railway line and right-of-way; and

WHEREAS, the parties have negotiated the terms of a license agreement in form attached hereto as Exhibit A whereby BNSF shall issue a license to the City of Grandview to construct and maintain a water pipeline in accordance with terms and conditions more specifically identified in the license agreement; and

WHEREAS, the City Council of the City of Grandview finds and determines that approving the Pipeline License agreement in the form attached hereto as Exhibit A is in the best interest of the residents and City of Grandview.

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

The City Council of the City of Grandview hereby approves the Pipeline License agreement in the form attached hereto as Exhibit A. The Mayor is hereby authorized to execute said agreement on behalf of the City of Grandview and take such other action as necessary to implement said agreement.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 23, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PIPELINE LICENSE

THIS LICENSE ("License"), made as of the 1st day of February, 2016 ("Effective Date") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **CITY OF GRANDVIEW**, a Washington municipality ("Licensee").

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "Drawings and Specifications"), one (1) Pipeline, 12 inches in diameter inside a 20 inch carbon steel casing ("PIPELINE"), across or along the rail corridor of Licensor at or near the station of Grandview, County of Yakima, State of Washington, Line Segment 0448, Mile Post 46.49 as shown on the attached Drawing No. 65851, dated 01/21/2016, attached hereto as Exhibit "A" and made a part hereof ("Premises").
2. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, Licensees, easement beneficiaries or lien holders, if any, or interfere with the use of such improvements.
3. Licensee shall use the Premises solely for construction and maintenance of a PIPELINE in accordance with the Drawings and Specifications carrying domestic water. Licensee shall not use the PIPELINE to carry any other commodity or use the Premises for any other purpose.

Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the PIPELINE on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in such compliance. Should Licensee not comply fully with the above-stated obligations of this Section, notwithstanding anything contained in any other provision hereof, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee. Upon termination, Licensee shall remove the PIPELINE and restore Licensor's property as herein elsewhere provided.

4. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor

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shall not be liable to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or for any damage Licensee sustains in connection therewith.

5. Any contractors or subcontractors performing work on the PIPELINE or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.

TERM

6. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.

COMPENSATION

7. (a) Licensee shall pay Licensor, prior to the Effective Date, the sum of THREE THOUSAND FIVE HUNDRED DOLLARS (\$3,500.00) as compensation for the use of the Premises.
- (b) Licensee agrees to reimburse Licensor (within thirty (30) days after receipt of bills therefor) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the PIPELINE, including but not limited to the furnishing of Licensor's Flagman and any vehicle rental costs incurred. The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Licensee. The estimated cost for one (1) flagger is \$800.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of flagging pursuant to this paragraph.
- (c) All invoices are due thirty (30) days after the date of invoice. In the event that Licensee shall fail to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from thirty (30) days after its invoice date to the date of payment by Licensee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in *The Wall Street Journal* in the

preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

COMPLIANCE WITH LAWS

- 8. (a) Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction (“Legal Requirements”) relating to the construction, maintenance, and use of the PIPELINE and the use of the Premises.
- (b) Prior to entering the Premises, Licensee shall and shall cause its contractor to comply with all Licensor’s applicable safety rules and regulations. Prior to commencing any work on the Premises, Licensee shall complete and shall require its contractor to complete the safety-training program at the following Internet Website “<http://contractororientation.com>”. This training must be completed no more than one year in advance of Licensee’s entry on the Premises.

DEFINITION OF COST AND EXPENSE

- 9. For the purpose of this License, “cost” or “costs” “expense” or “expenses” includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.

RIGHT OF LICENSOR TO USE

- 10. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
 - (a) to maintain, renew, use, operate, change, modify and relocate any existing pipe, power, communication lines and appurtenances and other facilities or structures of like character upon, over, under or across the Premises;
 - (b) to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; or
 - (c) to use the Premises in any manner as the Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in Section 3 above.

LICENSEE’S OPERATIONS

- 11. (a) Licensee shall notify Licensor's Roadmaster, Andy Vulgas at 602 West 3rd Street, Ellensburg, WA 98926, telephone 206-625-6880, at least five (5) business days

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prior to installation of the PIPELINE and prior to entering the Premises for any subsequent maintenance thereon.

- (b) In performing the work described in Section 3, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
12. (a) Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- (b) Licensee shall, at its sole cost and expense, construct and maintain the PIPELINE in such a manner and of such material that it will not at any time be a source of danger to or interference with the existence or use of present or future tracks, roadbed or property of Licensor, or the safe operation and activities of Licensor. Licensor may direct one of its field engineers to observe or inspect the construction and/or maintenance of the PIPELINE at any time for compliance with the Drawings and Specifications. If ordered at any time to halt construction or maintenance of the PIPELINE by Licensor's personnel due to non-compliance with the same or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the PIPELINE, it being solely Licensee's responsibility to ensure that the PIPELINE is constructed in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise nor the failure by Licensor to exercise any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this Section, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, upon receipt of an invoice for the same.

Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

13. During the construction and any subsequent maintenance performed on the PIPELINE, Licensee shall perform such work in a manner to preclude damage to the property of Licensor, and preclude interference with the operation of its railroad. The construction of the PIPELINE shall be completed within one (1) year of the Effective Date. Upon completion of the construction of the PIPELINE and after performing any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore Licensor's Premises to their former state as of the Effective Date of this License.
14. If at any time during the term of this License, Licensor shall desire the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the PIPELINE, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the PIPELINE as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the existing or the construction of new a PIPELINE(s).
15.
 - (a) Prior to Licensee conducting any boring work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, the Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Upon Licensee's written request, which shall be made thirty (30) business days in advance of Licensee's requested construction of the PIPELINE, Licensor will provide Licensee any information that Licensor has in the possession of its Engineering Department concerning the existence and approximate location of Licensor's underground utilities and pipelines at or near the vicinity of the proposed PIPELINE. Prior to conducting any such boring work, the Licensee will review all such material. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions and Licensee's operations will be subject at all times to the liability provisions herein.
 - (b) For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation will need to be performed by the Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and

approval, in its sole discretion a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at its sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.

16. Any open hole, boring or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
 - (a) filled in to surrounding ground level with compacted bentonite grout; or
 - (b) otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.
17. Upon termination of this License, Licensee shall, at its sole cost and expense:
 - (a) remove the PIPELINE and all appurtenances thereto, or, at the sole discretion of the Licensor, fill and cap or otherwise appropriately decommission the PIPELINE with a method satisfactory to Licensor;
 - (b) report and restore any damage to the Premises arising from, growing out of, or connected with Licensee's use of the Premises;
 - (c) remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
 - (d) leave the Premises in the condition which existed as of the Effective Date of this License.
18. Licensee's on-site supervisions shall retain/maintain a fully executed copy of this License at all times while on the Premises.

LIABILITY

19. (a) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LICENSOR AND LICENSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES,**

LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- (iii) LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED BY LICENSEE, OR**
- (v) ANY ACT OR OMISSION OF LICENSEE OR LICENSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,**

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LICENSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

- (b) FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 19(a), LICENSEE SHALL AND SHALL CAUSE ITS CONTRACTOR TO NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS WHETHER BASED ON THE STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PIPELINE FOR THE PURPOSES OF CERCLA OR OTHER**

ENVIRONMENTAL LAWS. LICENSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LICENSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL NOT IN ANY WAY SUBJECT LICENSOR TO CLAIMS THAT LICENSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LICENSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

- (c) **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE FURTHER AGREES, AND SHALL CAUSE ITS CONTRACTOR TO AGREE REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LICENSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**

- (d) Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

PERSONAL PROPERTY WAIVER

- 20. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL**

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BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

INSURANCE

21. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000. Coverage must be purchased on a post 1998 ISO occurrence or equivalent and include coverage for, but not limited to, the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:

- ◆ Licensee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

D. Railroad Protective Liability Insurance. This insurance shall name only the Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and

Form 424; Rev. 04/26/05

\$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the PIPELINE. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the PIPELINE is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to include Evacuation Expense Coverage Endorsement.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the Licensor prior to performing any work or services under this Agreement.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor’s Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$_____.

- I **elect** to participate in Licensor’s Blanket Policy;
- I **elect not** to participate in Licensor’s Blanket Policy.

Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, its insurers, through policy endorsement, waive their right of subrogation against Licensor for all claims and suits. The certificate of insurance must reflect waiver of subrogation endorsement. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of its owned or leased property or property under its care, custody, or control.

Licensee’s insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Licensor. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation, Contractor’s Pollution Legal Liability and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Licensor and Iron Horse Development, LLC as an additional insured with respect to work performed under this agreement. Severability of

interest and naming Licensor and Iron Horse Development, LLC as additional insureds shall be indicated on the certificate of insurance.

Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention, or other financial responsibility for claims.

Prior to commencing the Work, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. In the event of a claim or lawsuit involving Railroad arising out of this agreement, Licensee will make available any required policy covering such claim or lawsuit.

Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this Agreement. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.

Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

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The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

For purposes of this section, Licensor shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

ENVIRONMENTAL

22. (a) Licensee shall strictly comply with all federal, state and local environmental laws and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA (collectively referred to as the "Environmental Laws"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.
- (b) Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises, violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on or from the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- (c) In the event that Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the PIPELINE which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- (d) Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly

respond to Licensor's request for information regarding said conditions or activities.

ALTERATIONS

23. Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

NO WARRANTIES

24. **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

QUIET ENJOYMENT

25. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PROPERTY NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

DEFAULT

26. If default shall be made in any of the covenants or agreements of Licensee contained in this document, or in case of any assignment or transfer of this License by operation of law, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this Section 26 shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.

LIENS AND CHARGES

27. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment



of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this Section 27 or any other Section of this License. Licensee shall pay when due any taxes, assessments or other charges (collectively, "Taxes") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

TERMINATION

- 28. This License may be terminated by Licensor, at any time, by serving thirty (30) days' written notice of termination upon Licensee. This License may be terminated by Licensee upon execution of Licensor's Mutual Termination Letter Agreement then in effect. Upon expiration of the time specified in such notice, this License and all rights of Licensee shall absolutely cease.
- 29. If Licensee fails to surrender to Licensor the Premises, upon any termination of this License, all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered. Termination shall not release Licensee from any liability or obligation, whether of indemnity or otherwise, resulting from any events happening prior to the date of termination.

ASSIGNMENT

- 30. Neither Licensee, nor the heirs, legal representatives, successors, or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this License or any interest herein, without the prior written consent and approval of Licensor, which may be withheld in Licensor's sole discretion.

NOTICES

- 31. Any notice required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: BNSF Railway Company
 2500 Lou Menk Dr. – AOB3
 Fort Worth, TX 76131
 Attn: Senior Manager Real Estate

with a copy to: Iron Horse Development, LLC

Attn: Railroad Property Management
111 University Parkway, Suite 200
Yakima, WA 98901

If to Licensee: City of Grandview
207 West Second Street
Grandview, WA 98930

SURVIVAL

32. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the PIPELINE and improvements are removed and the Premises are restored to its condition as of the Effective Date.

RECORDATION

33. It is understood and agreed that this License shall not be placed on public record.

APPLICABLE LAW

34. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

SEVERABILITY

35. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

INTEGRATION

36. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

MISCELLANEOUS

- 37. In the event that Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
- 38. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.

Iron Horse Development, LLC is acting as representative for BNSF Railway Company.

IN WITNESS WHEREOF, this License has been duly executed, in duplicate, by the parties hereto as of the day and year first above written.

LICENSOR

BNSF RAILWAY COMPANY
 Jones Lang LaSalle Brokerage, Inc.
 It's Attorney in Fact
 4300 Amon Carter Blvd., Suite 100
 Fort Worth, TX 76155

 By: Ed Darter
 Title: Senior Vice President – National Accounts

LICENSEE

CITY OF GRANDVIEW

 By: _____
 Title: _____

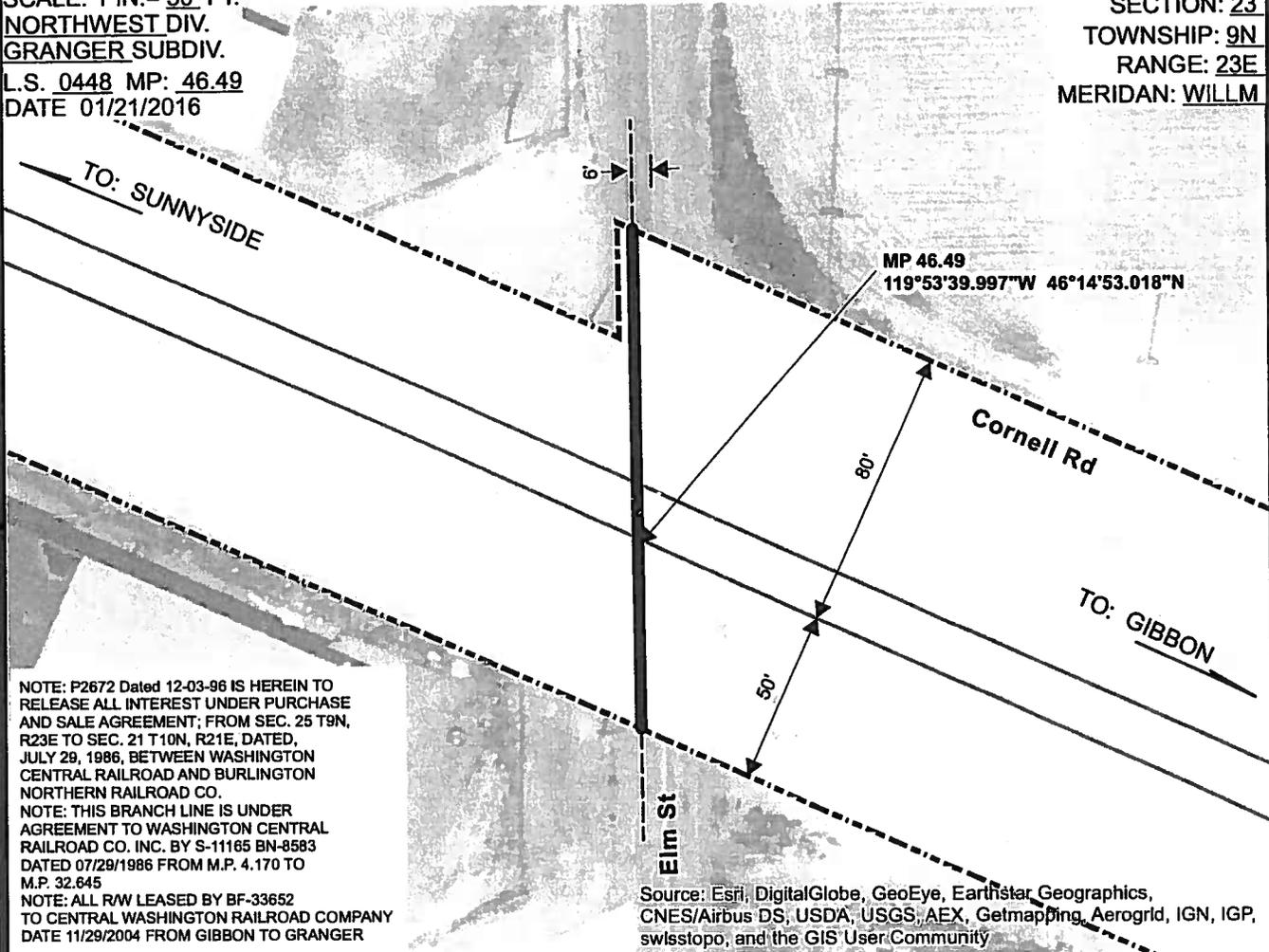
EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND



CITY OF GRANDVIEW

SCALE: 1 IN. = 50 FT.
 NORTHWEST DIV.
 GRANGER SUBDIV.
 L.S. 0448 MP: 46.49
 DATE 01/21/2016

SECTION: 23
 TOWNSHIP: 9N
 RANGE: 23E
 MERIDIAN: WILLM



NOTE: P2672 Dated 12-03-96 IS HEREIN TO RELEASE ALL INTEREST UNDER PURCHASE AND SALE AGREEMENT; FROM SEC. 25 T9N, R23E TO SEC. 21 T10N, R21E, DATED, JULY 29, 1986, BETWEEN WASHINGTON CENTRAL RAILROAD AND BURLINGTON NORTHERN RAILROAD CO.
 NOTE: THIS BRANCH LINE IS UNDER AGREEMENT TO WASHINGTON CENTRAL RAILROAD CO. INC. BY S-11165 BN-8583 DATED 07/29/1986 FROM M.P. 4.170 TO M.P. 32.645
 NOTE: ALL RAW LEASED BY BF-33652 TO CENTRAL WASHINGTON RAILROAD COMPANY DATE 11/29/2004 FROM GIBBON TO GRANGER

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>12"</u>	<u>20"</u>	LENGTH ON RAW:	<u>144'</u>	<u>144'</u>
CONTENTS:	<u>DOMESTIC WATER</u>		WORKING PRESSURE:	<u>80 PSI</u>	
PIPE MATERIAL:	<u>DUCTILE IRON</u>	<u>CARBON STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>5.5'</u>
SPECIFICATIONS / GRADE:	<u>CLASS 50</u>	<u>SCHEDULE 20</u>	BURY: NATURAL GROUND		<u>3' MIN</u>
WALL THICKNESS:	<u>0.31"</u>	<u>0.375"</u>	BURY: ROADWAY DITCHES		<u>3' MIN</u>
COATING:	<u>ASPHALTIC</u>	<u>N/A</u>	CATHODIC PROTECTION		<u>SACRIFICIAL ANODE</u>

VENTS: NUMBER 2 SIZE 2" HEIGHT OF VENT ABOVE GROUND 4"
 NOTE: CASING TO BE JACKED

AT GRANDVIEW
COUNTY OF YAKIMA

STATE OF WA

JRB





COLUMBIA BASIN RAILROAD

APPLICATION FOR PIPELINE or WIRELINE - CROSSING AND/OR LONGITUDINAL

Iron Horse Development, LLC
111 University Parkway, Suite 200
Yakima, WA 98901

TAX ID -OR- SS NO. 91-6001437
U.B.I. NUMBER: 391000041

ATTN: Railroad Property Management

We submit for your approval the following specifications for a line we propose to build across and/or along **COLUMBIA BASIN RAILROAD** right-of-way, as shown on enclosed drawing.

Legal name of company or municipality who will own the line; City of Grandview
State in which incorporated: WA (If not incorporated, please attach name of owners or partners)
Name of contact for ownership entity: Cus Arteaga
E-mail address: carteaga@grandview.wa.us
Mailing address 207 West Second Street, Grandview, WA
Telephone (509) 882-9213 Fax (509) 882-3099

Is this project ARRA funded? Yes No
Is applicant a condemning authority? Yes No
Is applicant a Railroad Shipper? Yes No
If yes, BSNF Marketing Rep. name: _____ Phone # _____
Was the service requested by CBRC? Yes No
Is this installation in conjunction with a track or track expansion project? Yes No
If yes, CBRC contact name; _____ Phone # _____
Is this installation associated with a public road crossing/widening or a grade separation project?
Yes No
If yes, please provide details and plans for said crossing/widening or grade separation project with your application.

Type of Encroachment: Crossing Longitudinal Both
Name of nearest town on Railroad Grandview State WA County Yakima
Name of nearest public roadway crossing Railroad Elm Street
Location of crossing SE 1/4 Section 23 Twsp 9N Range 23E RR Mile Post 46.05
Within limits of public road or street? Yes No If yes, distance from center line of road or street 6 ft.
Width of public road or street 30 ft.

PIPELINE:

(Note: for wire line see pg. 2)

Contents to be handled through pipe line: Domestic Water

	<u>CARRIER</u>	<u>CASING</u>
Length of pipe on RR property (plastic pipe must be encased full width of ROW)	0 ft.	0 ft.
Inside diameter of pipe	12 in.	20 in.
Pipe material	Ductile Iron	Carbon Steel
Specification & grade (minimum yield strength casing 35,000 psi)	Class 50	Schedule 20
Wall thickness (minimum wall thickness of casing pipe under 14 in. - 0.188 in E-80 Loading)	0.31 inches	0.375 inches
Actual working pressure	80 psi	NA
Type of Joint	Mechanical <input checked="" type="checkbox"/> Welded <input type="checkbox"/>	Mechanical <input type="checkbox"/> Welded <input checked="" type="checkbox"/>

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Coating	Asphaltic	None
Distance from base of rail to top of pipe (Flammable contents, steam, water or non-flammable – minimum 5 ½ under main track) (uncased gaseous products – minimum 10' under track)	6 feet	5.5 feet
Minimum ground cover on RR property (minimum 3 ft.)	NA	NA
Cathodic protection casing (flammable substance)	NA	Sacrificial anode

Type of insulators or supports Calpico M12 Size for 12" pipe Space 6'-8" on center
 Number of vents (flammable substances require 2 vents) 2 Size 2" Height above ground 4'
 Method of crossing: Jacking Trench Dry Bore Only

(If trenched - Railroad furnish flagman at applicant's expense.)
 (If bored or jacked - Jacking Pit location minimum 30 ft. from centerline of nearest track.) Pit must not be open more than 48 hours. Also, it must be protected when not in use.

Does pipeline support oil or gas well? Yes No
 If yes, advise distance the well is from Railway property _____ ft. Name of well _____

WIRE LINE: NA

Kind of encroachment: Electric Communication If other, describe: _____
 No. of wires/cables _____ Type of wires/cable _____ Volts _____ Phase _____ Cycles _____
 No. of conduits _____ No. of occupied conduits _____ No. of vacant conduits _____
 Length of encroachment _____ Adjacent spans _____ ft. _____ ft.
 Appurtenances on RR Property _____
 Wire clearance over or under top of rail _____ ft.
 _____ ft.
 If under track, size & kind of conduit _____

Wire clearance over Ry. Co. wire lines _____ ft. over or _____ ft. under

POLES

Kind: _____ Size: _____
 Height: _____ Class: _____
 Set-in: Earth Rock
 Number of poles of RR Property: _____
 Distance of poles from track: _____

GUY WIRES

Overhead _____ Down _____
 Kind _____ Size _____

CROSS ARMS

Material _____
 Size _____ X _____ X _____

FRONT ELEVATION

INSULATORS

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Material: _____
Type _____ Size _____

BRACKETS

Material: _____
Type _____ Size _____

CONDUCTORS

Material: _____
Kind: _____ Size: _____

SIDE ELEVATION

LINE CHARACTERISTICS

Voltage: _____ Phase: _____ Cycle: _____

I agree that I have read the instructions for the installation of wire ines as detailed in the *Utility Accomodation Policy*.

Attached to this sheet is a location plan and a detailed sketch. Sketch should show tie-down measurement to centerline of nearest road crossing, bridge or other railroad structure.

Please authorize us to procees with this installation or advise what changes are necessary to meet CBRC's specifications.

Date: 1-12-16

Signed: 
Print Name: Cus Arteaga
Company: City of Grandview
Title: City Administrator Public Works
Director
Phone #: (509) 882-9213

RESOLUTION 2016-13

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A ROADWAY SURFACING AGREEMENT
WITH BNSF RAILWAY COMPANY**

WHEREAS, the City of Grandview desires to undertake certain surface and subsurface improvements to and along Old Inland Empire Highway within the city limits of the City of Grandview, including adjacent to a BNSF railway line and within the BNSF right-of-way; and,

WHEREAS, the City of Grandview and BNSF Railway Company have reached an agreement relating to roadway surfacing work the City desires to perform within and adjacent to the BNSF Railway Company's right-of-way; and

WHEREAS, the City Council of the City of Grandview finds and determines that approving the Roadway Surfacing Agreement in the form attached hereto as Exhibit A is in the best interest of the residents and City of Grandview.

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

The City Council of the City of Grandview hereby approves the Roadway Surfacing Agreement in the form attached hereto as Exhibit A. The Mayor is hereby authorized to execute said agreement on behalf of the City of Grandview and take such other action as necessary to implement said agreement.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 23, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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ROADWAY SURFACING AGREEMENT

This Roadway Surfacing Agreement ("Agreement") is entered into effective as of 1st day of February, 2016, by and between **CITY OF GRANDVIEW** ("Contractor"), a Washington municipality, and BNSF Railway Company ("Railway"), a Delaware corporation.

WHEREAS, Railway operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, City of Grandview, desires Contractor to surface the roadway adjacent to and upon Railway's right of way, and Contractor is willing to perform such services.

NOW, THEREFORE, in consideration for Railway entering this Agreement with Contractor and granting Contractor permission to enter upon the Premises (defined herein), Contractor agrees with _____ Railway _____ as _____ follows:

SECTION 1. SCOPE OF SERVICES AND TERM

Contractor shall perform the following services, hereinafter described as Work": patch utility trench with base rock and hot mix asphalt, overlay the entire roadway with hot mix asphalt, for a term beginning on May 1, 2016 and expiring on July 1, 2016.

Performance of the Work will necessarily require Contractor to enter Railway's right of way and property at or near the station of Grandview, County of Yakima, State of Washington, Line Segment 0448, Mile Post 46.04, as shown on the attached Drawing No. 65852, dated 1/21/2016, attached hereto as Exhibit "A" and made a part hereof ("Premises"). Contractor agrees that no work shall be commenced on the Premises until (i) this Agreement is executed by both Contractor and Railway; and (ii) Railway approves the insurance required to be maintained by Contractor hereunder. Contractor further agrees that if this Agreement is not executed by the owner, general partner, president, or vice-president of Contractor, Contractor shall furnish Railway with evidence certifying that the signatory is empowered to execute this Agreement.

SECTION 2. PAYMENT OF FEES

City of Grandview shall be responsible for payment to Contractor for the Work performed under this Agreement.

SECTION 3. RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorney's fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR SHALL NOT BE AFFECTED BY**

THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR SHALL INCLUDE ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it shall adjust and settle all claims made against Railway, and shall, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway shall give notice to Contractor, in writing, of the receipt or pendency of such claims and thereupon Contractor shall proceed to adjust and handle to a conclusion such claims, and in the event of a suit brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, shall defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement shall survive any termination of this Agreement.

SECTION 4. INSURANCE.

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$ 4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
- ◆ Bodily Injury and Property Damage
 - ◆ Personal Injury and Advertising Injury
 - ◆ Fire legal liability
 - ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to ***Railroad***.
- ◆ Additional insured endorsement in favor of and acceptable to ***Railroad and Iron Horse Development, LLC.***
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by ***Railroad***.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railroad*** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy.

- B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- ◆ Bodily injury and property damage
 - ◆ Any and all vehicles owned, used or hired
 - ◆ Waiver of subrogation in favor of and acceptable to ***Railroad***.
 - ◆ Additional insured endorsement in favor or and acceptable to ***Railroad***.
 - ◆ Separation of insureds.
 - ◆ The policy shall be primary and non-contributing with respect to any insurance carried by ***Railroad***.
- C. Workers Compensation and Employers Liability Insurance. This insurance shall include coverage for, but not limited to:
- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
- ◆ Waiver of subrogation in favor of and acceptable to ***Railroad***.
- D. Railroad Protective Liability Insurance. This insurance shall name only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:
- ◆ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
 - ◆ Endorsed to include the Limited Seepage and Pollution Endorsement
 - ◆ Endorsed to include Evacuation Expense Coverage Endorsement
 - ◆ No other endorsements restricting coverage may be added

- ◆ The original policy must be provided to the Railway prior to performing any work or services under this Agreement

In lieu of providing a Railroad Protective Liability Policy, Contractor may participate in Railway's Blanket Railroad Protective Liability Insurance Policy available to Contractor or its sub-contractor. The limits of coverage are the same as above. The cost is \$ _____.

- I elect to participate in Railway's Blanket Policy;
- I elect not to participate in Railway's Blanket Policy.

E. Other Requirements:

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Contractor agrees to waive its right of recovery against **Railroad** for all claims and suits against **Railroad**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railroad** for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railroad** for loss of its owned or leased property or property under Contractor's care, custody or control.

Contractor is not allowed to self-insure without the prior written consent of **Railroad**. If granted by **Railroad**, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railroad** liabilities that would otherwise, in accordance with the provisions of this **Agreement**, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing the Work, Contractor shall furnish to **Railroad** an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify **Railroad** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from **Railroad**, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railroad** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provide.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain

coverage in force for a minimum of three years after expiration, cancellation or termination of this contract. Annually, Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this *Agreement* has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this *Agreement*. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, *Railroad* may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming *Railroad* as an additional insured, and shall require that the subcontractor shall release, defend and indemnify *Railroad* to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify *Railroad* herein.

Failure to provide evidence as required by this section shall entitle, but not require, *Railroad* to terminate this *Agreement* immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this *Agreement*. Damages recoverable by *Railroad* shall not be limited by the amount of the required insurance coverage.

For purposes of this section, *Railroad* shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

SECTION 5. PROTECTION OF RAILWAY FACILITIES AND RAILWAY FLAGGER SERVICES

A. The Contractor shall give a minimum of at least thirty (30) working days notice to Central Washington Railroad's Dispatcher at telephone (509) 453-9166 ext. 105, in advance of when flagging services will be required to bulletin the flaggers position and shall provide five (5) working days notice to the Roadmaster to abolish the position per union requirements.

B. Railway flagger and protective services and devices will be required and furnished when Contractor's work activities are located over or under of and within twenty-five (25) feet measured horizontally from center line of the nearest track and when cranes or similar equipment positioned outside of 25-foot horizontally from track center line that could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

(1). When in the opinion of the Railway's representative, it is necessary to safeguard the Premises, employees, trains, engines and facilities.

(2). When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

(3). When work in any way interferes with the safe operation of trains at timetable speeds.

(4). When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

(5). Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers. The estimated cost for one (1) flagger is \$800.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, transportation, meals, lodging and supervision. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. The flagging rate in effect at the time of performance by Contractor hereunder shall be used to calculate the actual costs of flagging pursuant to this paragraph.

(1) A flagging crew generally consists of one employee. However, additional personnel may be required to protect the Premises and operations, if deemed necessary by the Railway's representative.

(2) Each time a flagger is called, the minimum period for billing shall be the eight (8) hour basic day.

(3) The cost of flagger services provided by the Railway, when deemed necessary by the Railway's representative, will be borne by the Contractor.

SECTION 6. INDEPENDENT CONTRACTOR

In the performance of the Work under this Agreement, Contractor will be considered as an independent contractor, neither Contractor nor any of its employees, subcontractors, agents or servants will be considered as employees of Railway in any respect. Contractor shall have the exclusive right and duty to control the work of its employees. All persons employed by Contractor or any of its subcontractors in the performance of this Agreement shall be the sole employees of Contractor or its subcontractors. Contractor will be given general directions and instructions regarding the Work to be rendered under this Agreement; however, direct supervision of Contractor's employees will be Contractor's responsibility and obligation.



Iron Horse Development, LLC is acting as a representative for BNSF Railway Company.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

RAILWAY

BNSF RAILWAY COMPANY
Jones Lang LaSalle Brokerage, Inc.
It's Attorney in Fact
4300 Amon Carter Blvd., Suite 100
Fort Worth, TX 76155

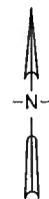
By: Ed Darter
Title: Senior Vice President – National Accounts

CONTRACTOR

CITY OF GRANDVIEW
207 West Second Street
Grandview, WA 98930

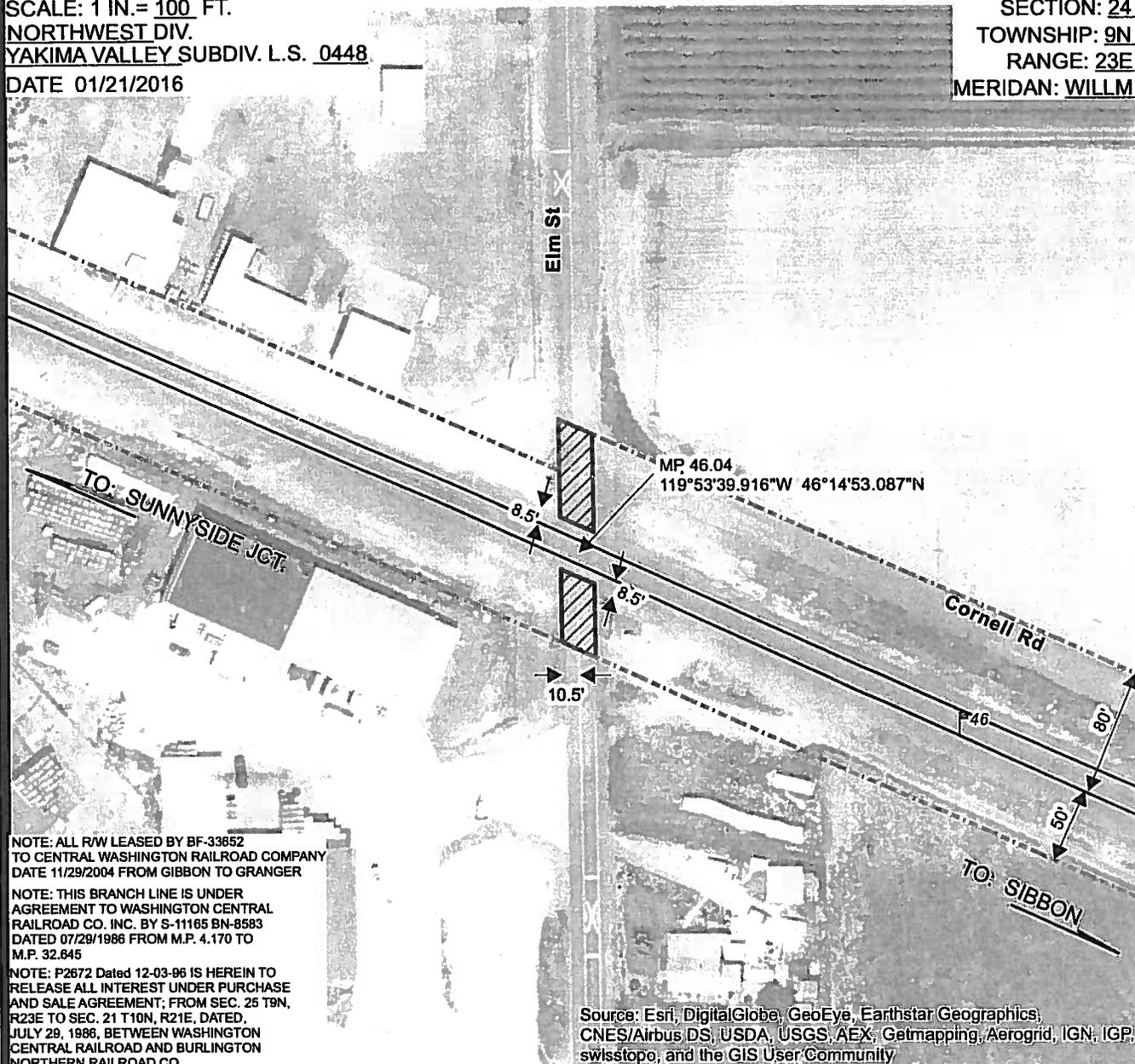
By _____
Name: _____
Title: _____

EXHIBIT "A"
 ATTACHED TO CONTRACT BETWEEN
BNSF RAILWAY COMPANY
 AND
CITY OF GRANDVIEW



SCALE: 1 IN. = 100 FT.
 NORTHWEST DIV.
 YAKIMA VALLEY SUBDIV. L.S. 0448
 DATE 01/21/2016

SECTION: 24
 TOWNSHIP: 9N
 RANGE: 23E
 MERIDAN: WILLM



NOTE: ALL R/W LEASED BY BF-33852 TO CENTRAL WASHINGTON RAILROAD COMPANY DATE 11/29/2004 FROM GIBBON TO GRANGER

NOTE: THIS BRANCH LINE IS UNDER AGREEMENT TO WASHINGTON CENTRAL RAILROAD CO. INC. BY S-11165 BN-8583 DATED 07/29/1986 FROM M.P. 4.170 TO M.P. 32.645

NOTE: P2672 Dated 12-03-96 IS HEREIN TO RELEASE ALL INTEREST UNDER PURCHASE AND SALE AGREEMENT; FROM SEC. 25 T9N, R23E TO SEC. 21 T10N, R21E, DATED, JULY 29, 1986, BETWEEN WASHINGTON CENTRAL RAILROAD AND BURLINGTON NORTHERN RAILROAD CO.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

LEGEND:

- PREMISES
- RIGHT OF WAY LINE
- TRACK

DESCRIPTION:

2 PARCEL(S) OF LAND CONTAINING A TOTAL OF 2,312 SQ. FT. (0.05 A.C.) MORE OR LESS SHOWN HATCHED. TO BE USED TO RESURFACE ROADWAY WITH HOT MIX ASPHALT.

GRANDVIEW
 COUNTY OF YAKIMA

STATE OF WA

TR





Date: 1-12-2016

APPLICATION FOR ROADWAY SURFACING AGREEMENT

Iron Horse Development, LLC
c/o Iron Horse Real Estate
111 University Parkway, Ste 200
Yakima, WA 98901

APPLICANT'S TAX I.D.NO./SS# 91-6001437
APPLICANT'S UBI NUMBER: 391000041

We submit for your approval the following application for Roadway Surfacing Agreement on BNSF RAILWAY COMPANY'S right-of-way, as shown on enclosed sketch.

Purpose of license: Resurface roadway with hot mix asphalt

Legal name of company or municipality who will occupy/use the property: City of Grandview

Name of contact: Cus Arteaga

State in which incorporated WA

If not incorporated, correct name of owners or all partners: _____

Correct mailing address 207 West Second Street, Grandview, WA Zip Code 98930

Telephone (509) 882-9213 Fax Number (509) 882-3099

Location of proposed occupancy SE 1/4 Sec 23 Twsp 9N Rng 23E RR MP 46.05

Name of nearest town on Railroad Grandview County Yakima State WA

Name of nearest roadway crossing Railroad Elm Street

Will this project be located entirely within the limits of a public street? Yes No _____

Is the work to be performed within 50 feet from the track? Yes No _____

Total cost of project \$800,000.00

Describe work to be done on property by contractor (Please show details on attached sketch): Patch utility trench with base rock and hot mix asphalt, and overlay entire roadway with hot mix asphalt.

Was services requested by BNSF? Yes ___ or No If yes, who requested? _____

I understand that submission of this application does not authorize occupancy of the property. Exact fees and insurance requirements will be forwarded after the application has been reviewed and approved by the railroad.

Signed: Cus Arteaga
Print Name: Cus Arteaga
Title: City Administrator Public Works Director
Telephone: (509) 882-9213

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