

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, JUNE 14, 2016**



REGULAR MEETING – 7:00 PM

PAGE

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

A. Distinguished Service Awards

- Kevin Hurst, Tony Cromwell & Family, Carolyn Vining & Family

4. PUBLIC COMMENT – The public may address the Council on items 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 May 24, 2016 Committee-of-the-Whole meeting

1-3

B. Minutes of the May 24, 2016 regular meeting

4-8

C. Payroll Electronic Fund Transfers (EFT) Nos. 5567-5572 in the amount of \$99,097.31

D. Payroll Check Nos. 8845-8887 in the amount of \$31,760.34

E. Payroll Direct Deposit 05/01/16 – 05/31/16 in the amount of \$107,607.68

F. Claim Check Nos. 110627-110752 in the amount of \$383,451.18

6. ACTIVE AGENDA

A. Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications 9-25

B. Resolution No. 2016-29 setting the time and date for a public hearing to consider vacation of the dedication of Circle Park for public purposes 26-38

C. Ordinance No. 2016-6 amending Grandview Municipal Code Section 2.75.030 concerning rental/deposit fees for the City of Grandview Community Center 39-43

D. Resolution No. 2016-30 amending the Grandview Community Center Policies and Procedures 44-52

7. UNFINISHED AND NEW BUSINESS

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

9. MAYOR & COUNCILMEMBER MEETING REPORTS

10. ADJOURNMENT

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING MINUTES
MAY 24, 2016**

1. CALL TO ORDER

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

2. ROLL CALL

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Gloria Mendoza and Bill Moore. Councilmember Joan Souders arrived at 6:05 p.m. Councilmember Mendoza arrived at 6:15 p.m. Councilmember Javier Rodriguez arrived at 6:45 p.m.

Staff present were: City Administrator/Public Works Director Cus Arteaga, Parks & Recreation Director Mike Carpenter, Police Chief Kal Fuller, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios.

3. CITIZEN PARTICIPATION – None

4. AGENDA AMENDMENT

Councilmember Everett moved and Councilmember Brewer seconded to add the following items from the regular Council active agenda to the C.O.W. agenda under other business:

- B. Ordinance No. 2016-4 amending the 2016 annual budget
- D. Resolution No. 2016-28 approving the Public Works Agreement between the City of Grandview and Teamsters Local No. 760 for the period of January 1, 2016 through December 31, 2018
- E. Non-Union Employee Salaries and Recommendations
- F. City Administrator/Public Works Director Employment Agreement

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Mendoza, the C.O.W. called the question.

The motion failed with Councilmembers McDonald, Souders, Moore and Mendoza voting in opposition and Councilmembers Brewer and Everett voting in favor.

5. NEW BUSINESS

A. Grandview Community Center Rental Recommendation

Parks & Recreation Director Carpenter explained that the Grandview Community Center fee schedule and guidelines were adopted by City Council in 2012 just prior to the opening of the facility. The Community Center Advisory Committee revisited this document and recommended that the City keep the current fee structure, but add a party package rental element to the fee

schedule. The Advisory Committee recognized that there were very limited venues in the area for the rental of a few hours to accommodate private parties that were catered toward the youth. Over the past few years, the Parks & Recreation Director had been approached several times by interested groups within the community, inquiring about a facility to rent for only a few hours to hold a birthday party, etc.

Present on behalf of the Community Center Advisory Committee was Nancy Davidson, Chair.

Following was the proposed recommendations from the Advisory Committee that would need to be incorporated within the Grandview Community Center policy and procedures and fee schedule:

- Party Package Fee Schedule – Rental rate: \$50 per hour with a 2 hour minimum and 4 hour maximum (includes set-up and clean up) and \$300 refundable deposit per event.

- Party Packet Policies and Procedures –
 - A. Rentable Components: The game-room, gym, and restrooms only would be included in the party packet.
 - B. Target Group: The party packet would be intended for non-fundraising and private groups.
 - C. Liability Insurance: A Certificate of Liability Insurance (\$1,000,000 per occurrence) listing the City of Grandview as an additional insured would be required. The liability insurance must be facility and date specific.
 - D. Priority Usage: City sponsored or scheduled events would take first priority during facility scheduling.
 - E. City Staff: Scheduling of the facility would be based on the availability of City Staff (preferably part-time) to be on site during the entire duration of the event.
 - F. Responsible Adults: In addition, responsible adults of both genders, as required; would be needed on site during the entire event (one adult of same gender per 10 youth or less; up to 50 children maximum).

Discussion took place.

On motion by Councilmember Souders, second by Councilmember McDonald, the C.O.W. moved the Community Center party package recommendation to a regular Council meeting agenda for consideration.

B. Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates

Police Chief Fuller presented an Interlocal Agreement with the City of Sunnyside for the housing of inmates. He explained that the Cities of Grandview and Sunnyside have a long history of working together to house inmates to meet each city's needs. A contract between the two cities had not been reviewed or signed for several years. The contract was an Interlocal Agreement outlining the specifics regarding the treatment, costs and housing of inmates within Sunnyside and Grandview jails. The 2016 Interlocal Agreement with Sunnyside was the same as previous year's agreements, which allowed for the housing of each other's prisoners and allowed each entity to bill the other entity for the housing of prisoners that one party holds for the other party. Past history showed that Grandview does not house many inmates with Sunnyside. It was,

however, a necessary option to have available in the case of an emergency situation or during any building repair work. Due to current short staffing at the Grandview Police Department (GPD), this agreement would allow for prisoners to be housed in Sunnyside during periods when GPD was unable to staff the jail to an acceptably safe level. The 2016 Interlocal Agreement had been reviewed as to form by legal counsel.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved the Interlocal Agreement between the City of Sunnyside and City of Grandview for the Housing of Inmates to a regular Council meeting agenda for consideration.

C. Circle Park Dedication Vacation Petition

City Administrator Arteaga explained that at the March 8, 2016 meeting, City Attorney Plant provided a legal analysis to the Council with respect to Circle Park. He advised that the dedication of the park for public purposes may be vacated pursuant to the procedures outlined in Ch. 58.17 RCW. Following discussion, Council directed staff to contact the adjacent property owners of Circle Park and explain the process for Council consideration of a petition for vacation of the park dedication that was overlaying their property.

Staff presented a petition from the property owners adjacent to Circle Park requesting the City vacate the dedication of Circle Park for public purposes pursuant to RCW 58.17.

Thomas Sutton, property owner at 812 West Fifth Street, Grandview, Washington, requested the City vacate the dedication. Mr. Sutton spearheaded the circulation of the petition to the adjacent property owners of Circle Park.

Staff advised that the next step would be for Council to consider a resolution establishing a public hearing date on the petition for vacation of Circle Park.

On motion by Councilmember Mendoza, second by Councilmember Moore, the C.O.W. moved the Circle Park vacation petition to a regular Council meeting agenda for consideration of a resolution establishing a public hearing date.

6. **OTHER BUSINESS** – None

7. **ADJOURNMENT**

The study session adjourned at 7:00 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
MAY 24, 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, Bill Moore, Gloria Mendoza, Javier Rodriguez and Joan Souders.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Attorney Tony Menke, City Treasurer Matt Cordray, Police Chief Kal Fuller, Parks & Recreation Director Mike Carpenter, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Councilmember Everett led the pledge of allegiance.

3. PRESENTATIONS

A. New Employees – Police Sergeant Seth Bailey and Police Officer German Medina

Police Chief Fuller advised that Police Officer Seth Bailey was recently promoted to the vacant Police Sergeant position. He also advised that German Medina was recently hired to fill the vacant police officer position.

B. Dykstra Park Disc Golf Course Expansion

Parks & Recreation Director Mike Carpenter informed Council of an enthusiastic and organized group who wished to establish an additional 9 holes at the Dykstra Park disc golf course. There were several businesses that pledged funding toward this endeavor and he believed the City needed to capitalize on the excitement and momentum to date. He explained that the Grandview Rotary Club holds an annual disc golf tournament at Dykstra Park. The Rotarians have a significant interest in assisting with the expansion of the course for the betterment of the community. The Grandview Rotary Club agreed to channel project donations and funding through their books so that individuals or organizations that contribute could receive a tax deduction. It was anticipated with Council approval, the expansion could be completed by late fall of 2016.

George Saenz, David Rodriguez, Ruby Medina and Rotary President Phil Robillard presented the disc golf course expansion project. The presentation included a map depicting the new hole and launch pad locations and cost estimates

On motion by Councilmember Souders, second by Councilmember McDonald, Council agreed to move the Dykstra Park Disc Golf Course expansion to new business for consideration of the proposal. City financial support of the expansion project would be considered at the June 14th C.O.W. meeting.

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4. **PUBLIC COMMENT** – None

5. **CONSENT AGENDA**

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

- A. Minutes of the May 10, 2016 Committee-of-the-Whole meeting
- B. Minutes of the May 10, 2016 regular meeting
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5558-5562 in the amount of \$71,611.95
- D. Payroll Check Nos. 8826-8844 in the amount of \$80,700.60
- E. Payroll Direct Deposit 05/01/16 – 05/15/16 in the amount of \$86,565.55
- F. Claim Check Nos. 110522-110626 in the amount of \$948,003.60

6. **ACTIVE AGENDA**

On motion by Councilmember Everett, second by Councilmember Brewer, Council suspended the rules of the Council Procedures Manual to keep items B, D, E and F on the active agenda for consideration.

- A. **Resolution No. 2016-27 approving Task Order 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation**

City Administrator Arteaga explained that at the May 10, 2016 Committee-of-the-Whole (COW) meeting, staff presented Task Order No. 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation. Following discussion, it was the consensus of the COW to forward the Asahel Curtis Well (S17) Task Order with HLA Engineering & Land Surveying, Inc., to the next regular Council meeting for consideration. Resolution No. 2016-27 approving Task Order 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation in the amount of \$35,000 was presented for consideration.

Councilmember Moore moved and Councilmember Rodriguez seconded to approve Resolution No. 2016-27 approving Task Order 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Rodriguez, Council called the question.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2016-27 approving Task Order 2016-06 with HLA Engineering and Land Surveying, Inc., for the Asahel Curtis Well (S17) Rehabilitation.

- B. **Ordinance No. 2016-4 amending the 2016 Annual Budget**

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets identified a couple budget accounts to be amended. The first item was a network server upgrade at the Police Department. This expenditure was approved for the 2015 budget,

but was not spent until 2016. The second item was a TIB grant for LED streetlight conversion on Higgins Way. The resolution for this project was approved by Council at the September 22, 2015 meeting and work was completed in 2016. Ordinance No. 2016-2 provided for the amending of the 2016 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

- Yakima County Law & Justice Fund: Appropriations for Network Server Upgrade resulted in a decrease in estimated Ending Fund Balance.
- Street Fund: Increase to Intergovernmental Revenues with the same amount in appropriations for Street Lighting resulted in no change to the Estimated Ending Fund Balance.

On motion by Councilmember Souders, second by Councilmember Rodriguez, Council approved Ordinance No. 2016-4 amending the 2016 annual budget.

C. Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications (ordinance introduction only)

City Administrator Arteaga explained that at the May 10, 2016 Committee-of-the-Whole (COW) meeting, the Charter Communications Franchise renewal was presented. Following discussion, it was the consensus of the COW to forward the franchise renewal to the next regular Council meeting for consideration. RCW 35A.47.040 provides that “No ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city’s legislative body on the day of its introduction nor for five days thereafter” While the franchise was presented to Council at the May 10th COW meeting, the ordinance was not. Staff introduced Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications. The ordinance granting the Franchise Agreement would be presented to Council for approval at the June 14, 2016 regular meeting.

On motion by Councilmember Brewer, second by Councilmember Moore, Council moved Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications to the June 14th regular Council meeting agenda for consideration.

D. Resolution No. 2016-28 approving the Public Works Agreement between the City of Grandview and Teamsters Local No. 760 for the period of January 1, 2016 through December 31, 2018

City Attorney Menke presented the Public Works Agreement between the City of Grandview and Teamsters Local No. 760 for the period of January 1, 2016 through December 31, 2018.

On motion by Councilmember Everett, second by Councilmember Souders, Council approved Resolution No. 2016-28 approving the Public Works Agreement between the City of Grandview and Teamsters Local No. 760 for the period of January 1, 2016 through December 31, 2018.

E. Non-Union Employee Salaries and Recommendations

City Attorney Menke presented the non-union employee salaries and recommendations, a copy of which is attached hereto and incorporated herein as part of these minutes, for Council consideration.

Discussion took place regarding the disparity between supervisory positions of the Assistant Public Works Director and the Wastewater Treatment Plant (WWTP) Superintendent. Based on the recommended salary adjustment, the WWTP Superintendent salary would be more than the Assistant Public Works Director salary and the Assistant Public Works Director supervises the WWTP Superintendent. City Administrator Arteaga recommended the Assistant Public Works Director salary be increased \$500 per month.

Discussion also took place regarding the inclusion of a salary increase for non-union positions that were above the average of the city comparables (i.e., City Treasurer, Parks & Recreation Director, Utility Billing Clerk, Assistant Librarian, and Public Works Office Clerk). City Administrator Arteaga recommended either a \$100 or 1.5% per month salary increase for these employees.

On motion by Councilmember Souders, second by Councilmember Mendoza, Council directed staff to draft an ordinance increasing the non-union monthly salaries as recommended, increasing the Assistant Public Works Director monthly salary \$500, and increasing the City Treasurer, Parks & Recreation Director, Utility Billing Clerk, Assistant Librarian, and Public Works Office Clerk monthly salaries by either \$100 or 1.5% for Council consideration at the June 14th C.O.W. meeting.

F. City Administrator/Public Works Director Employment Agreement

City Attorney Menke presented a City Administrator/Public Works Director employment agreement for Council consideration.

On motion by Councilmember Moore, second by Councilmember Souders, Council directed staff to draft an ordinance approving the City Administrator/Public Works Director Employment Agreement for Council consideration at the June 14th C.O.W. meeting.

7. UNFINISHED AND NEW BUSINESS

A. Dykstra Park Disc Golf Course Expansion

On motion by Councilmember Souders, second by Councilmember McDonald, Council agreed to the Dykstra Park Disc Golf Course expansion project.

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Euclid/WCR Intersection and Forsell Half Street Improvements – City Administrator Arteaga reported that the Forsell paving was completed today. The anticipated completion of the improvements was scheduled for June 20th. He proposed a July 1st closure of that section of Bonnieview from Euclid east to the railroad tracks.

9. MAYOR & COUNCILMEMBER MEETING REPORT

City Council Procedures Manual – Councilmember Souders suggested that the Council revisit the wording of Section 3.18(a) in the City Council Procedures Manual.

On motion by Councilmember Souders, second by Councilmember Rodriguez, the Council agreed to revisit the wording of 3.18(a) in the City Council Procedures Manual at the June 21st C.O.W. meeting.

Council Teambuilding – Councilmember Mendoza suggested that at an upcoming C.O.W. meeting Council discuss teambuilding.

On motion by Souders, second by Mendoza, the Council agreed to discuss teambuilding at the June 21st C.O.W. meeting.

10. ADJOURNMENT

On motion by Councilmember Souders, second by Councilmember Moore, Council adjourned the meeting at 9:50 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

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

ITEM TITLE

Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications

AGENDA NO.: Active 6 (A)

AGENDA DATE: June 14, 2016

ORIGINATING SOURCE

City Administrator

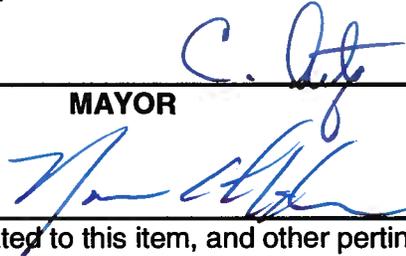
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

MAYOR

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

At the May 10, 2016 Committee-of-the-Whole (COW) meeting, the Charter Communications Franchise renewal was presented. Following discussion, it was the consensus of the COW to forward the franchise renewal to the next regular Council meeting for consideration. RCW 35A.47.040 provides that "No ordinance or resolution granting any franchise in a code city for any purpose shall be adopted or passed by the city's legislative body on the day of its introduction nor for five days thereafter"

While the franchise was presented to Council at the May 10th COW meeting, the ordinance was not. Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications was introduced to Council at the May 24, 2016 regular meeting.

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.

At the May 24, 2016 regular meeting, Council moved Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications to the June 14th regular Council meeting agenda for consideration.

ACTION PROPOSED

Approve Ordinance No. 2016-5 granting a franchise agreement between the City of Grandview and Falcon Video Communications, L.P., locally known as Charter Communications.

ORDINANCE NO. 2016-5

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
GRANTING A FRANCHISE AGREEMENT BETWEEN THE CITY OF GRANDVIEW
AND FALCON VIDEO COMMUNICATIONS, L.P., LOCALLY KNOWN AS
CHARTER COMMUNICATIONS**

WHEREAS, the franchise agreement between Falcon Video Communications, L.P., locally known as Charter Communications and the City of Grandview expires September 16, 2016; and,

WHEREAS, Charter timely filed its request for renewal of its franchise with the City under Section 626 of the Cable Act (47 U.S.C. § 546); and,

WHEREAS, the City Council has the authority under RCW 35A.47.040 to grant telecommunications franchises for the use of its streets and other public properties; and,

WHEREAS, the proposed franchise agreement was presented to the City Council for its study and consideration at a study session of the Committee-of-the-Whole on May 5, 2016; and

WHEREAS, the ordinance granting the proposed franchise agreement has been submitted to the City attorney for review and was introduced to the City Council at its regular business meeting on May 24, 2016; and

WHEREAS, based on representations and information provided by Charter Communications, and in response to its request for the renewal of a franchise, the City Council has determined that the grant of a franchise, on the terms and conditions herein and subject to applicable law, is consistent with the public interest; and

WHEREAS, the City is authorized by applicable law to grant such franchise within the boundaries of the City;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON DO ORDAIN AS FOLLOWS:

Section 1. The Mayor is hereby authorized to sign and otherwise execute the franchise agreement with Falcon Video Communications, L.P., locally known as Charter Communications. The terms and conditions governing the franchise shall be those set forth in the franchise agreement attached hereto as Exhibit A.

Section 2. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on June 14, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 6/15/16
EFFECTIVE: 6/20/16

FRANCHISE AGREEMENT

This Franchise Agreement (“Franchise”) is between the CITY of GRANDVIEW, WASHINGTON, hereinafter referred to as the “Grantor” and FALCON VIDEO COMMUNICATIONS L.P., locally known as CHARTER COMMUNICATIONS, hereinafter referred to as the “Grantee.”

WHEREAS, the Grantor finds that the Grantee has substantially complied with the material terms of the current Franchise under applicable laws, and that the financial, legal and technical ability of the Grantee is sufficient to provide services, facilities and equipment necessary to meet the future cable-related needs of the community, and

WHEREAS, having afforded the public adequate notice and opportunity for comment, Grantor desires to enter into this Franchise with the Grantee for the construction and operation of a cable system on the terms set forth herein; and

WHEREAS, the Grantor and Grantee have complied with all federal and State-mandated procedural and substantive requirements pertinent to this franchise renewal;

NOW, THEREFORE, the Grantor and Grantee agree as follows:

SECTION 1 Definition of Terms

1.1 Terms. For the purpose of this franchise the following terms, phrases, words and their derivations shall have the meaning ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time (the “Cable Act”), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word “shall” is mandatory and “may” is permissive. Words not defined shall be given their common and ordinary meaning.

- A. “Cable System,” “Cable Service,” and “Basic Cable Service” shall be defined as set forth in the Cable Act
- B. “Board/Council” shall mean the governing body of the Grantor.
- C. “Cable Act” shall mean the Cable Communication Policy Act of 1984, as amended, 47 U.S.C. §§ 521, et. seq.
- D. “FCC” shall mean the Federal Communications Commission and any successor governmental entity thereto.
- E. “Franchise” shall mean the non-exclusive rights granted pursuant to this Franchise to construct operate and maintain a Cable System along the public ways within all or a specified area in the Service Area.

- F. "Gross Revenue" means any revenue, as determined in accordance with generally accepted accounting principles, received by the Grantee from the operation of the Cable System to provide Cable Services in the Service Area, provided, however, that such phrase shall not include: (1) any taxes, fees or assessments collected by the Grantee from Subscribers for pass-through to a government agency, including, without limitation, the FCC user fee, the franchise fee, or any sales or utility taxes; (2) unrecovered bad debt; (3) credits, refunds and deposits paid to Subscribers; and (4) any exclusions available under applicable State law.
- G. "Person" shall mean an individual, partnership, association, organization, corporation, trust or governmental entity.
- H. "Service Area" shall mean the geographic boundaries of the Franchise Authority, and shall include any additions thereto by annexation or other legal means, subject to the exception in Section 6 hereto.
- I. "State" shall mean the State of WASHINGTON.
- J. "Street" shall include each of the following located within the Service Area: public streets, roadways, highways, bridges, land paths, boulevards, avenues, lanes, alleys, sidewalks, circles, drives, easements, rights of way and similar public ways and extensions and additions thereto, including but not limited to public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses now or hereafter held by the Grantor in the Service Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System.
- K. "Subscriber" shall mean any Person lawfully receiving Cable Service from the Grantee.

SECTION 2
Grant of Franchise

2.1 Grant. The Grantor hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to erect, construct, operate and maintain in, upon, along, across, above, over and under the Streets, now in existence and as may be created or established during its terms; any poles, wires, cable, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation of a Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, State or local law.

2.2 Term. The Franchise and the rights, privileges and authority hereby granted shall be for an initial term of fifteen (15) years, commencing on the Effective Date of this Franchise as set forth in Section 14.10. This Franchise will be automatically extended for an additional term of five (5) years from the expiration date as set forth in Section 14.10, unless either party notifies the other in writing of its desire to not exercise this automatic extension (and enter renewal negotiations under the Cable Act) at least three (3) years before the expiration of this Franchise.

If such a notice is given, the parties will then proceed under the federal Cable Act renewal procedures.

2.3 Police Powers and Conflicts with Franchise. The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance necessary to the safety, health, and welfare of the public, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's lawful exercise of its general police power, the Grantor may not take any unilateral action which materially changes the explicit mutual promises in this contract. Any changes to this Franchise must be made in writing signed by the Grantee and the Grantor. In the event of any conflict between this Franchise and any Grantor ordinance or regulation that is not generally applicable, this Franchise shall control.

2.4 Cable System Franchise Required. No Cable System shall be allowed to occupy or use the streets or public rights-of-way of the Service Area or be allowed to operate without a Cable System Franchise.

SECTION 3 **Franchise Renewal**

3.1 Procedures for Renewal. The Grantor and the Grantee agree that any proceedings undertaken by the Grantor that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, or any such successor statute.

SECTION 4 **Indemnification and Insurance**

4.1 Indemnification. The Grantee shall, by acceptance of the Franchise granted herein, defend the Grantor, its officers, boards, commissions, agents, and employees for all claims for injury to any Person or property caused by the negligence of Grantee in the construction or operation of the Cable System and in the event of a determination of liability shall indemnify and hold Grantor, its officers, boards, commissions, agents, and employees harmless from any and all liabilities, claims, demands, or judgments growing out of any injury to any Person or property as a result of the negligence of Grantee arising out of the construction, repair, extension, maintenance, operation or removal of its wires, poles or other equipment of any kind or character used in connection with the operation of the Cable System, provided that the Grantor shall use its best efforts to notify Grantee of any claim for which it seeks indemnification within ten (10) days of receipt of such claim and, in any event, shall notify Grantee within a sufficient period of time for Grantee to defend such claim. In the event any such claim arises, the Grantor shall tender the defense thereof to the Grantee and the Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If the Grantor determined in good faith that its interests cannot be represented by the Grantee, the Grantee shall be excused from any obligation to represent the Grantor. Notwithstanding the foregoing, the Grantee shall not be obligated to indemnify the Grantor for any damages, liability

or claims resulting from the willful misconduct or negligence of the Grantor or for the Grantor's use of the Cable System, *including any PEG channels*.

4.2 Insurance.

A. The Grantee shall maintain throughout the term of the Franchise insurance in amounts at least as follows:

Workers' Compensation	Statutory Limits
Commercial General Liability	\$1,000,000 per occurrence, Combined Single Limit (C.S.L.) \$2,000,000 General Aggregate
Auto Liability including coverage on all owned, non-owned hired autos	\$1,000,000 per occurrence C.S.L.
Umbrella Liability	\$1,000,000 per occurrence C.S.L.

B. The Grantor shall be added as an additional insured, arising out of work performed by Charter, to the above Commercial General Liability, Auto Liability and Umbrella Liability insurance coverage.

C. The Grantee shall furnish the Grantor with current certificates of insurance evidencing such coverage upon request.

SECTION 5
Service Obligations

5.1 No Discrimination. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers, channel users, or general citizens on the basis of race, color, religion, national origin, age or sex.

5.2 Privacy. The Grantee shall fully comply with the privacy rights of Subscribers as contained in Cable Act Section 631 (47 U.S.C. § 551).

SECTION 6
Service Availability

6.1 Service Area. The Grantee shall continue to provide Cable Service to all residences within the Service Area where Grantee currently provides Cable Service. Grantee shall have the right, but not the obligation, to extend the Cable System into any other portion of the Service Area, including annexed areas. Cable Service offered to Subscribers pursuant to this Franchise shall be conditioned upon Grantee having legal access to any such Subscriber's dwelling unit or other units wherein such Cable Service is provided.

6.2 New Development Underground. In cases of new construction or property development where utilities are to be placed underground, the Grantor agrees to require as a

15

condition of issuing a permit for open trenching to any developer or property owner that such developer or property owner give Grantee at least thirty (30) days prior written notice of such construction or development, and of the particular dates on which open trenching will be available for Grantee's installation of conduit, pedestals and/or vaults, and laterals to be provided at Grantee's expense. Grantee shall also provide specifications as needed for trenching. Costs of trenching and easements required to bring service to the development shall be borne by the developer or property owner; except that if Grantee fails to install its conduit, pedestals and/or vaults, and laterals within five (5) working days of the date the trenches are available, as designated in the written notice given by the developer or property owner, then should the trenches be closed after the five day period, the cost of new trenching is to be borne by Grantee.

6.3 Annexation. The Grantor shall promptly provide written notice to the Grantee of its annexation of any territory which is being provided Cable Service by the Grantee or its affiliates. Such annexed area will be subject to the provisions of this Franchise upon sixty (60) days 'written notice from the Grantor, subject to the conditions set forth below and Section 6.1 above. The Grantor shall also notify Grantee in writing of all new street address assignments or changes within the Service Area. Grantee shall within ninety (90) days after receipt of the annexation notice, pay the Grantor franchise fees on revenue received from the operation of the Cable System to provide Cable Services in any area annexed by the Grantor if the Grantor has provided a written annexation notice that includes the addresses that will be moved into the Service Area in an Excel format or in a format that will allow Grantee to change its billing system. If the annexation notice does not include the addresses that will be moved into the Service Area, Grantee shall pay franchise fees within ninety (90) days after it receives the annexed addresses as set forth above. All notices due under this section shall be sent by certified mail, return receipt requested to the addresses set forth in Section 14.5 with a copy to the Director of Government Relations. In any audit of franchise fees due under this Franchise, Grantee shall not be liable for franchise fees on annexed areas unless and until Grantee has received notification and information that meets the standards set forth in this section.

SECTION 7 **Construction and Technical Standards**

7.1 Compliance with Codes. All construction practices and installation of equipment shall be done in accordance with all applicable sections of the National Electric Safety Code.

7.2 Construction Standards and Requirements. All of the Grantee's plant and equipment, including but not limited to the antenna site, head end and distribution system, towers, house connections, structures, poles, wire, cable, coaxial cable, fixtures and appurtenances shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices and performed by experienced maintenance and construction personnel.

7.3 Safety. The Grantee shall at all times employ ordinary care and shall use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage.

7.4 Network Technical Requirements. The Cable System shall be designed, constructed and operated so as to meet those technical standards adopted by the FCC relating to Cable Systems contained in part 76 of the FCC's rules and regulations as may be amended from time to time, regardless of the transmission technology utilized.

7.5 Performance Monitoring. Grantee shall test the Cable System consistent with the FCC regulations.

SECTION 8
Conditions on Street Occupancy

8.1 General Conditions. Grantee shall have the right to utilize existing poles, conduits and other facilities whenever possible, and shall not construct or install any new, different, or additional poles, conduits, or other facilities on public property without obtaining all legally required permits of the Grantor.

8.2 Underground Construction. The facilities of the Grantee shall be installed underground in those Service Areas where existing telephone and electric services are both underground at the time of system construction. In areas where either telephone or electric utility facilities are installed aerially at the time of system construction, the Grantee may install its facilities aerially with the understanding that at such time as the existing aerial facilities are required to be placed underground by the Grantor, the Grantee shall likewise place its facilities underground. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

8.3 Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any Street within the Service Area. The Grantor shall cooperate with the Grantee in granting any permits required, providing such grant and subsequent construction by the Grantee shall not unduly interfere with the use of such Streets. The Grantee shall adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the Cable System in the Service Area, provided that such codes are of general applicability and such codes are uniformly and consistently applied by the Grantor as to other public utility companies and other entities operating in the Service Area. Notwithstanding the above, the Grantee may set off any administrative permit fees or other fees required by the Grantor related to the Grantee's use of Grantor rights-of-way against the franchise fee payments required under Section 10.1 of this Franchise.

8.4 System Construction. All transmission lines, equipment and structures shall be so installed and located as to cause minimum interference with the rights and reasonable convenience of property owners and at all times shall be kept and maintained in a safe, adequate and substantial condition, and in good order and repair. The Grantee shall, at all times, employ ordinary care and use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. Suitable barricades, flags, lights, flares or other devices shall be used at such times and places as are reasonably required for the safety of all members of the public. Any poles or other fixtures

placed in any public way by the Grantee shall be placed in such a manner as not to interfere with the usual travel on such public way.

8.5 Restoration of Public Ways. Grantee shall, at its own expense, restore any damage or disturbance caused to the public way as a result of its operation, construction, or maintenance of the Cable System to a condition reasonably comparable to the condition of the Streets immediately prior to such damage or disturbance.

8.6 Removal in Emergency. Whenever, in case of fire or other disaster, it becomes necessary in the judgment of the Grantor to remove any of the Grantee's facilities, no charge shall be made by the Grantee against the Grantor for restoration and repair, unless such acts amount to gross negligence by the Grantor.

8.7 Tree Trimming. Grantee or its designee shall have the authority to trim trees on public property at its own expense as may be necessary to protect its wires and facilities.

8.8 Relocation for the Grantor. The Grantee shall, upon receipt of reasonable advance written notice, to be not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Grantee when lawfully required by the Grantor pursuant to its police powers. Grantee shall be responsible for any costs associated with these obligations to the same extent all other users of the Grantor rights-of-way are responsible for the costs related to the relocation of their facilities.

8.9 Relocation for a Third Party. The Grantee shall, on the request of any Person holding a lawful permit issued by the Grantor, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Street as necessary any property of the Grantee, provided that the expense of such is paid by any such Person benefiting from the relocation and the Grantee is given reasonable advance written notice to prepare for such changes. The Grantee may require such payment in advance. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

8.10 Reimbursement of Costs. If funds are available to any Person using the Streets for the purpose of defraying the cost of any of the foregoing, the Grantor shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Grantor shall make application for such funds on behalf of the Grantee.

8.11 Emergency Use. If the Grantee provides an Emergency Alert System ("EAS"), then the Grantor shall permit only appropriately trained and authorized Persons to operate the EAS equipment and shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. The Grantor shall hold the Grantee, its employees, officers and assigns harmless from any claims or costs arising out of use of the EAS, including, but not limited to, reasonable attorneys' fees and costs.

SECTION 9
Service and Rates

9.1 Phone Service. The Grantee shall maintain a toll-free telephone number and a phone service operated such that complaints and requests for repairs or adjustments may be received at any time.

9.2 Notification of Service Procedures. The Grantee shall furnish each Subscriber at the time service is installed, written instructions that clearly set forth information concerning the procedures for making inquiries or complaints, including the Grantee's name, address and local telephone number. Grantee shall give the Grantor thirty (30) days prior notice of any rate increases, channel lineup or other substantive service changes.

9.3 Rate Regulation. Grantor shall have the right to exercise rate regulation to the extent authorized by law, or to refrain from exercising such regulation for any period of time, at the sole discretion of the Grantor. If and when exercising rate regulation, the Grantor shall abide by the terms and conditions set forth by the FCC.

9.4 Continuity of Service. It shall be the right of all Subscribers to continue receiving Cable Service insofar as their financial and other obligations to the Grantee are honored, and subject to Grantee's rights under Section 14.1 of this Franchise.

SECTION 10
Franchise Fee

10.1 Amount of Fee. Grantee shall pay to the Grantor an annual franchise fee in an amount equal to five percent (5%) of the annual Gross Revenue. Such payment shall be in addition to taxes of general applicability owed to the Grantor by the Grantee that are not included as franchise fees under federal law. Franchise fees may be passed through to Subscribers as a line item on Subscriber bills or otherwise as Grantee chooses, consistent with federal law.

10.2 Payment of Fee. Payment of the fee due the Grantor shall be made on a quarterly basis, within forty-five (45) days of the close of each calendar quarter and transmitted by electronic funds transfer to a bank account designated by Grantor. The payment period and the collection of the franchise fees that are to be paid to the Grantor pursuant to the Franchise shall commence sixty (60) days after the Effective Date of the Franchise as set forth in Section 14.10. In the event of a dispute, the Grantor, if it so requests, shall be furnished a statement of said payment, reflecting the Gross Revenues and the applicable charges.

10.3 Accord and Satisfaction. No acceptance of any payment by the Grantor shall be construed as a release or as an accord and satisfaction of any claim the Grantor may have for additional sums payable as a franchise fee under this Franchise.

10.4 Limitation on Recovery. The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee was due. If any Franchise payment or recomputed payment is not made on or before the dates specified herein, Grantee shall pay an interest charge, computed from the last day of the fiscal

year in which payment was due, at the annual rate of one (1%) percent over the prime interest rate.

SECTION 11
Transfer of Franchise

11.1 Franchise Transfer. The Franchise granted hereunder shall not be assigned, other than by operation of law or to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Grantor, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Grantor shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Grantor has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Grantor shall be deemed given.

SECTION 12
Records, Reports and Maps

12.1 Reports Required. The Grantee's schedule of charges for regular Subscriber service, its policy regarding the processing of Subscriber complaints, delinquent Subscriber disconnect and reconnect procedures and any other terms and conditions adopted as the Grantee's policy in connection with its Subscribers shall be filed with the Grantor upon request.

12.2 Records Required.

The Grantee shall at all times maintain:

- A. A record of all written complaints received regarding interruptions or degradation of Cable Service, which record shall be maintained for one (1) year.
- B. A full and complete set of plans, records and strand maps showing the location of the Cable System.

12.3 Inspection of Records. Grantee shall permit any duly authorized representative of the Grantor, upon receipt of advance written notice, to examine at Grantee's local office or another mutually agreeable location during normal business hours and on a non-disruptive basis any and all of Grantee's records maintained by Grantee as is reasonably necessary to ensure Grantee's compliance with the Franchise. Such notice shall specifically reference the subsection of the Franchise that is under review so that the Grantee may organize the necessary books and records for easy access by the Grantor. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years, except for service complaints, which shall be kept for one (1) year as specified above. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act. The Grantor agrees to treat as confidential any books, records or maps that constitute proprietary or confidential information to the extent Grantee makes the Grantor aware of such confidentiality. If the Grantor believes it must release any such confidential books or records in the course of

enforcing this Franchise, or for any other reason, it shall advise Grantee in advance so that Grantee may take appropriate steps to protect its interests. Until otherwise ordered by a court or agency of competent jurisdiction, the Grantor agrees that, to the extent permitted by State and federal law, it shall deny access to any of Grantee's books and records marked confidential, as set forth above, to any Person.

SECTION 13
Enforcement or Revocation

13.1 Notice of Violation. If the Grantor believes that the Grantee has not complied with the terms of the Franchise, the Grantor shall first informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Grantor shall notify the Grantee in writing of the exact nature of the alleged noncompliance (the "Violation Notice").

13.2 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the Violation Notice to (i) respond to the Grantor, contesting the assertion of noncompliance, or (ii) to cure such default, or (iii) if, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Grantor of the steps being taken and the projected date that they will be completed.

13.3 Public Hearing. If the Grantee fails to respond to the Violation Notice received from the Grantor, or if the default is not remedied within the cure period set forth above, the Board shall schedule a public hearing if it intends to continue its investigation into the default. The Grantor shall provide the Grantee at least twenty (20) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, notice of which shall be published by the Clerk of the Grantor in a newspaper of general circulation within the Grantor in accordance with Section 14 hereof. The Grantee shall have the right to present evidence and to question witnesses. The Grantor shall determine if the Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Grantee may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

13.4 Enforcement. Subject to applicable federal and State law, in the event the Grantor, after the hearing set forth in subsection 13.3 above, determines that the Grantee is in default of any provision of the Franchise, the Grantor may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
- B. Commence an action at law for monetary damages or seek other equitable relief; or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise itself in accordance with subsection 13.5 below.

13.5 Revocation.

- A. Prior to revocation or termination of the Franchise, the Grantor shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have sixty (60) days from such notice to either object in writing and to state its reasons for such objection and provide any explanation or to cure the alleged noncompliance. If the Grantor has not received a satisfactory response from Grantee, it may then seek to revoke the Franchise at a public hearing. The Grantee shall be given at least thirty (30) days prior written notice of such public hearing, specifying the time and place of such hearing and stating its intent to revoke the Franchise.
- B. At the hearing, the Board shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Board shall be made in writing and shall be delivered to the Grantee. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Board *de novo*. The Grantee may continue to operate the Cable System until all legal appeals procedures have been exhausted.
- C. Notwithstanding the above provisions, the Grantee does not waive any of its rights under federal law or regulation.
- D. Upon revocation of the Franchise, Grantee may remove the Cable System from the Streets of the Grantor, or abandon the Cable System in place.

SECTION 14
Miscellaneous Provisions

14.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes, but is not limited to, severe or unusual weather conditions, fire, flood, or other acts of God, strikes, work delays caused by failure of utility providers to service, maintain or monitor their utility poles to which Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

14.2 Minor Violations. Furthermore, the parties hereby agree that it is not the Grantor's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in practical difficulties and hardship to the Grantee which outweighs the benefit to be derived by the Grantor and/or Subscribers.

14.3 Action of Parties. In any action by the Grantor or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

14.4 Equal Protection. If any other provider of cable services or video services (without regard to the technology used to deliver such services) is lawfully authorized by the Grantor or by any other State or federal governmental entity to provide such services using facilities located wholly or partly in the public rights-of-way of the Grantor, the Grantor shall within thirty (30) days of a written request from Grantee, modify this Franchise to insure that the obligations applicable to Grantee are no more burdensome than those imposed on the new competing provider. If the Grantor fails to make modifications consistent with this requirement, Grantee's Franchise shall be deemed so modified thirty (30) days after the Grantee's initial written notice. As an alternative to the Franchise modification request, the Grantee shall have the right and may choose to have this Franchise with the Grantor be deemed expired thirty (30) days after written notice to the Grantor. Nothing in this Franchise shall impair the right of the Grantee to terminate this Franchise and, at Grantee's option, negotiate a renewal or replacement franchise, license, consent, certificate or other authorization with any appropriate government entity.

14.5 Notices. Unless otherwise provided by federal, State or local law, all notices, reports or demands pursuant to this Franchise shall be in writing and shall be deemed to be sufficiently given upon delivery to a Person at the address set forth below, or by U.S. certified mail, return receipt requested, nationally or internationally recognized courier service such as Federal Express or electronic mail communication to the designated electronic mail address provided below. Grantee shall provide thirty (30) days' written notice of any changes in rates, programming services or channel positions using any reasonable written means. As set forth above, notice served upon the Grantor shall be delivered or sent to:

Grantor: City of Grandview
Attn: City Clerk
207 West Second Street
Grandview, WA 98930

Email:

Grantee: Director, Government Affairs
Charter Communications
222 NE Park Plaza Drive, #231
Vancouver, WA 98684
Marian.jackson@charter.com

Copy to: Charter Communications
Attn: Vice President of Government Affairs
12405 Powerscourt Drive
St. Louis, MO 63131

14.6 Public Notice. Minimum public notice of any public meeting relating to this Franchise or any such grant of additional franchises, licenses, consents, certificates, authorizations, or

exemptions by the Grantor to any other Person(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way shall be by publication at least once in a newspaper of general circulation in the area at least ten (10) days prior to the meeting and a posting at the administrative buildings of the Grantor.

14.6.1 Grantor shall provide written notice to Grantee within ten (10) days of Grantor's receipt from any other Person(s) of an application or request for a franchise(s), license(s), consent(s), certificate(s), authorization(s), or exemption(s) to provide Cable Services, video services, or other television services utilizing any system or technology requiring use of the public rights of way. Any public hearings to consider such application or request shall have the same notice requirement as outlined in Section 14.6 above.

14.7 Severability. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Franchise.

14.8 Entire Agreement. This Franchise and any Exhibits hereto constitute the entire agreement between Grantee and the Grantor and they supersede all prior or contemporaneous agreements, representations or understandings (whether written or oral) of the parties regarding the subject matter hereof.

14.9 Administration of Franchise. This Franchise is a contract and neither party may take any unilateral action that materially changes the explicit mutual promises and covenants contained herein. Any changes, modifications or amendments to this Franchise must be made in writing, signed by the Grantor and the Grantee. Any determination by the Grantor regarding the interpretation or enforcement of this Franchise shall be subject to de novo judicial review.

14.10 Effective Date. The Franchise granted herein will take effect and be in full force thirty (30) days after City Council approval of this Franchise as noted below ("Effective Date"). The initial term of this franchise shall expire fifteen (15) years from the Effective Date defined herein, unless extended in accordance with Section 2.2 of the Franchise or by the mutual agreement of the parties. If any fee or grant that is passed through to Subscribers is required by this Franchise, other than the franchise fee, such fee or grant shall go into effect sixty (60) days after the Effective Date of this Franchise.

Considered and approved this ___ day of _____, 2016.

City of Grandview

Signature: _____

Name/Title: _____

Accepted this 19 day of May, 2016, subject to applicable federal, State and local law.

Falcon Video Communications, L.P.

By: Charter Communications VII, LLC, its General Partner

By: Charter Communications, Inc., its Manager

Signature: Mark S. Ben

Name/Title: V.P. STATE GOVERNMENT AFFAIRS

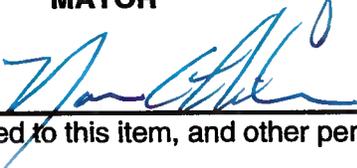
Date: 5/19/16

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

ITEM TITLE Resolution No. 2016-29 setting the time and date for a public hearing to consider vacation of the dedication of Circle Park for public purposes	AGENDA NO.: Active 6 (B) AGENDA DATE: June 14, 2016
ORIGINATING SOURCE City Administrator/Public Works Director	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR 	MAYOR 
---------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

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

None

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

At the May 24, 2016 Committee-of-the-Whole meeting, the C.O.W. moved the Circle Park vacation petition to a regular Council meeting agenda for consideration of a resolution establishing a public hearing date.

ACTION PROPOSED

Approve Resolution No. 2016-29 setting the time and date for a public hearing to consider vacation of the dedication of Circle Park for public purposes.

RESOLUTION NO. 2016-29

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
SETTING THE TIME AND DATE FOR A PUBLIC HEARING TO CONSIDER
VACATION OF THE DEDICATION OF CIRCLE PARK FOR PUBLIC PURPOSES**

WHEREAS, the City of Grandview has received a petition from the following property owners:

- Brad K. & Melodie E. Smith, Parcel No. 230923-32404, 502 Avenue H, Grandview, WA
- Thomas Jeffrey Sutton, Parcel No. 230923-32420, 812 West Fifth Street, Grandview, WA
- Antonio Garibay Jr., Parcel No. 230923-32419, 810 West Fifth Street, Grandview, WA
- Ramiro S. Gonzalez Jr., Parcel No. 230923-23557, 405 Avenue H, Grandview, WA
- Francisco Gomez Lujan, Parcel No. 230923-23558, 811 West Fifth Street, Grandview, WA

requesting vacation of the dedication of Circle Park for public purposes for public purposes in the City of Grandview; and,

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

The City Council will conduct a public hearing pursuant to RCW 35.79 on Tuesday, July 12, 2016 7:00 p.m., in the Council Chambers at City Hall, 207 West Second Street, Grandview, Washington, to consider a petition to vacate the dedication of Circle Park for public purposes in the City of Grandview. Circle Park is located at the intersection of West Fifth Street and Avenue H and is identified on the map attached hereto as Exhibit A.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 14, 2016.

MAYOR

ATTEST:

CITY CLERK

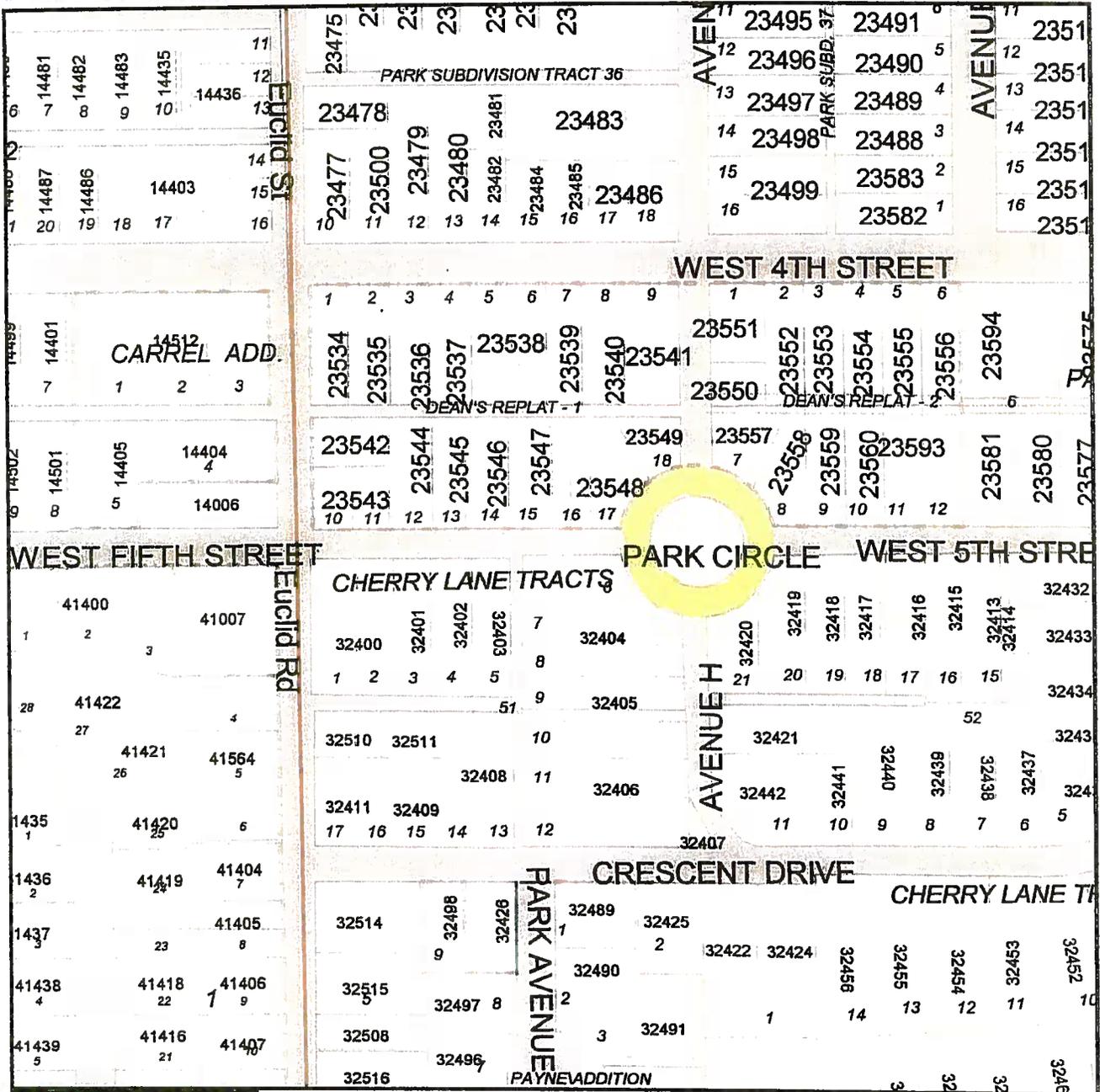
APPROVED AS TO FORM:

CITY ATTORNEY

Yakima County GIS - Washington
Land Information Portal

[Print Map]
[Close Map]

Yakimap.com



Map Center: Range:23 Township:9 Section:23

City Limits
Sections

WWW.YAKIMAP.COM
Yakima County GIS
128 N 2nd Street
Yakima, WA 98901
(509)574-2992



One Inch = 200 Feet
Feet 100 200 300

MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION

Copyright (C) Yakima County GIS
Printed On: 2/2/2016 9:07:50 AM

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To the City of Grandview and whom it may concern,

I Thomas Sutton own said property 812 West 5th St. For the past 22 years my front yard is part of what is called Circle Park. I have taken care of this property for the time I have owned my home with my finances. Also this property has not been used by the city that I know of. I am asking the city to vacate the property involved for the good of city and all parties combined.

Thank you,

Thomas Sutton



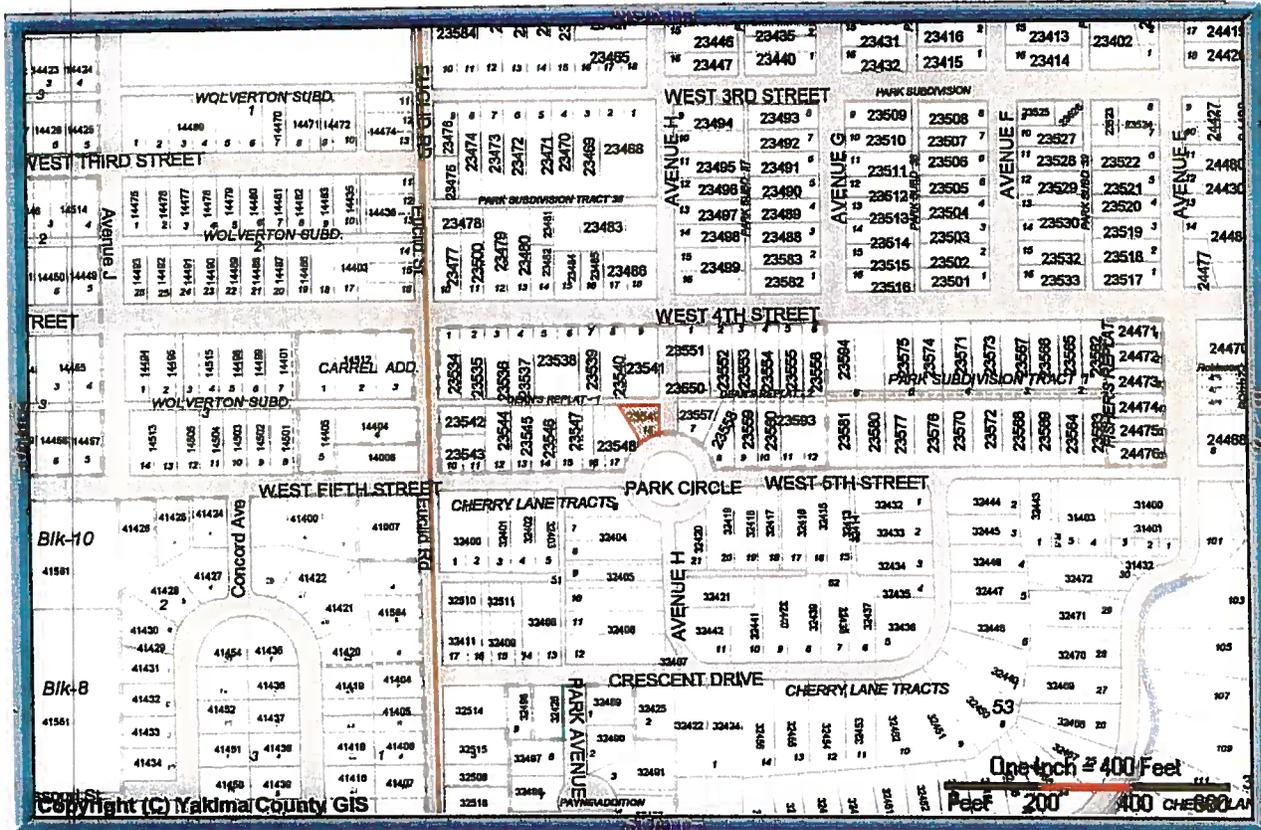
Google earth

feet
meters



[Print Map] [Close Map]

Yakimap.com

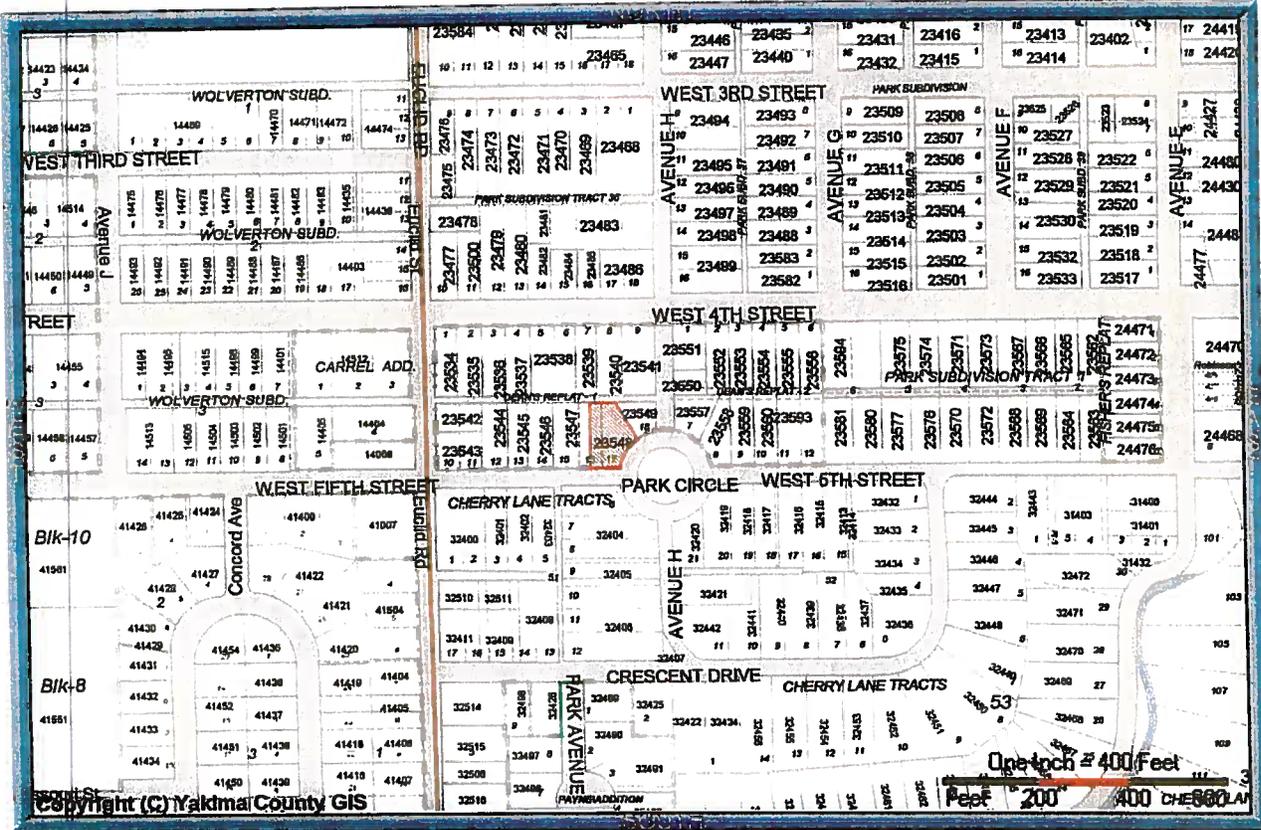


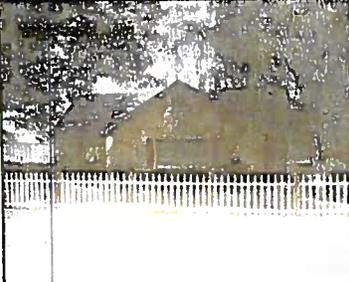
PROPERTY PHOTO	PROPERTY INFORMATION
	Parcel Address: 903 5TH ST W & H AVE, GRANDVIEW, WA 98930
	Parcel Owner(s): JOSE A ARANDA
	Parcel Number: <u>23092323549</u> Parcel Size: 0.11 Acre(s)
	Property Use: 91 Undeveloped Land
TAX AND ASSESSMENT INFORMATION	
Tax Code Area (TCA): <u>440</u> Tax Year: 2016	
Improvement Value: \$0 Land Value: \$9100	
Current Use Value: \$0 Current Use Improvement: \$0	
New Construction: \$0 Total Assessed Value: \$9100	
OVERLAY INFORMATION	
Zoning:	Jurisdiction: Grandview
Urban Growth Area: Grandview	Future Landuse Designation: City Limits (Yakima County Plan 2015)
FEMA: Not in floodplain (X)	FIRM Panel Number: 53077C1925D
LOCATION INFORMATION	
+ Latitude: 46° 15' 05.698"	+ Longitude: -119° 54' 49.556"
Range: 23 Township: 09 Section: 23	
Narrative Description: DEANS REPLAT: LOT 18 BLK 1	
DISCLAIMER	
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION	

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[Print Map] [Close Map]

Yakimap.com



PROPERTY PHOTO	PROPERTY INFORMATION
	Parcel Address: 903 W 5TH ST, GRANDVIEW ,WA 98930 Parcel Owner(s): ROSA ARREDONDO Parcel Number: 23092323548 Parcel Size: 0.26 Acre(s) Property Use: 11 Single Unit
	TAX AND ASSESSMENT INFORMATION Tax Code Area (TCA): 440 Tax Year: 2016 Improvement Value: \$190700 Land Value: \$23300 CurrentUse Value: \$0 CurrentUse Improvement: \$0 New Construction: \$0 Total Assessed Value: \$214000
OVERLAY INFORMATION	
Zoning: Urban Growth Area: Grandview FEMA: Not in floodplain (X)	Jurisdiction: Grandview Future Landuse Designation: City Limits (Yakima County Plan 2015) FIRM Panel Number: 53077C1925D
LOCATION INFORMATION	
+ Latitude: 46° 15' 05.300" + Longitude: -119° 54' 50.514" Range: 23 Township: 09 Section: 23 Narrative Description: DEANS REPLAT: E1/2 LOT 16 BLK 1 ALSO LOT17	

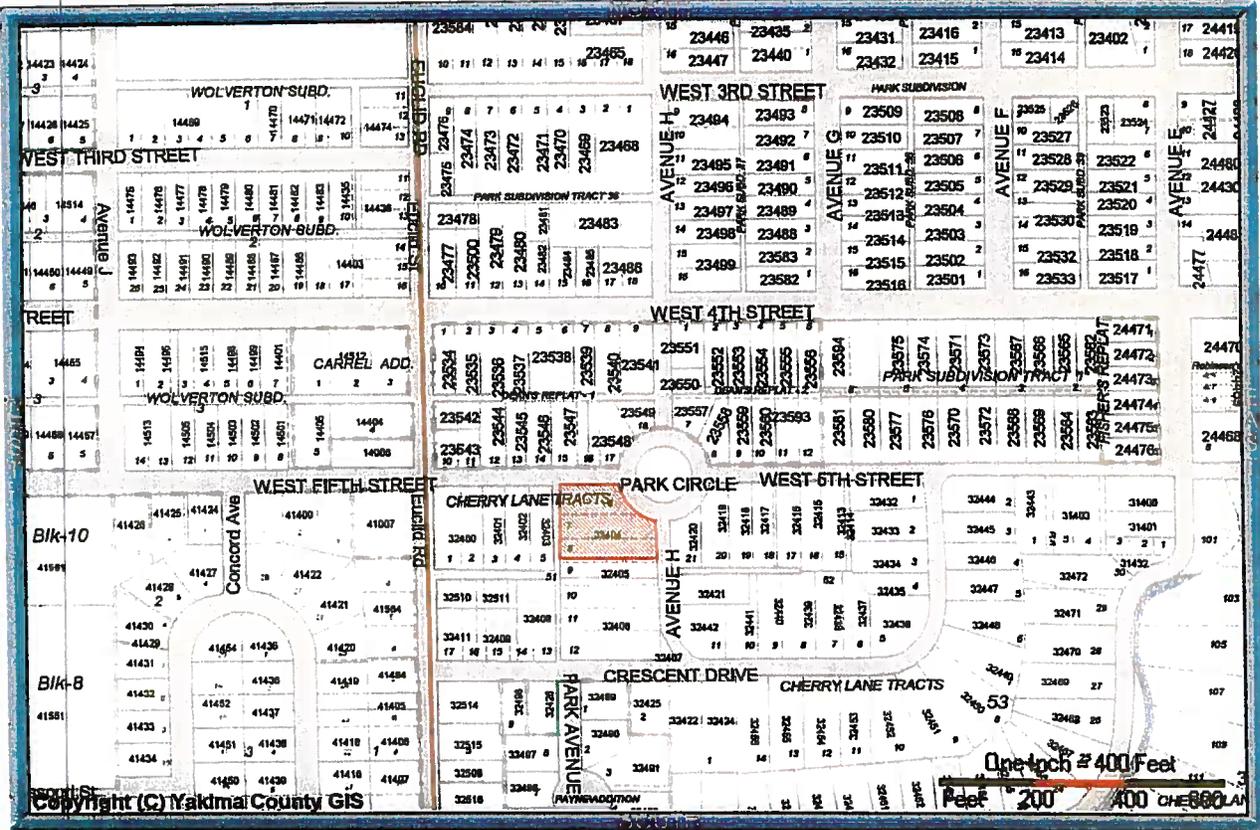
DISCLAIMER

MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION

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[Print Map] [Close Map]

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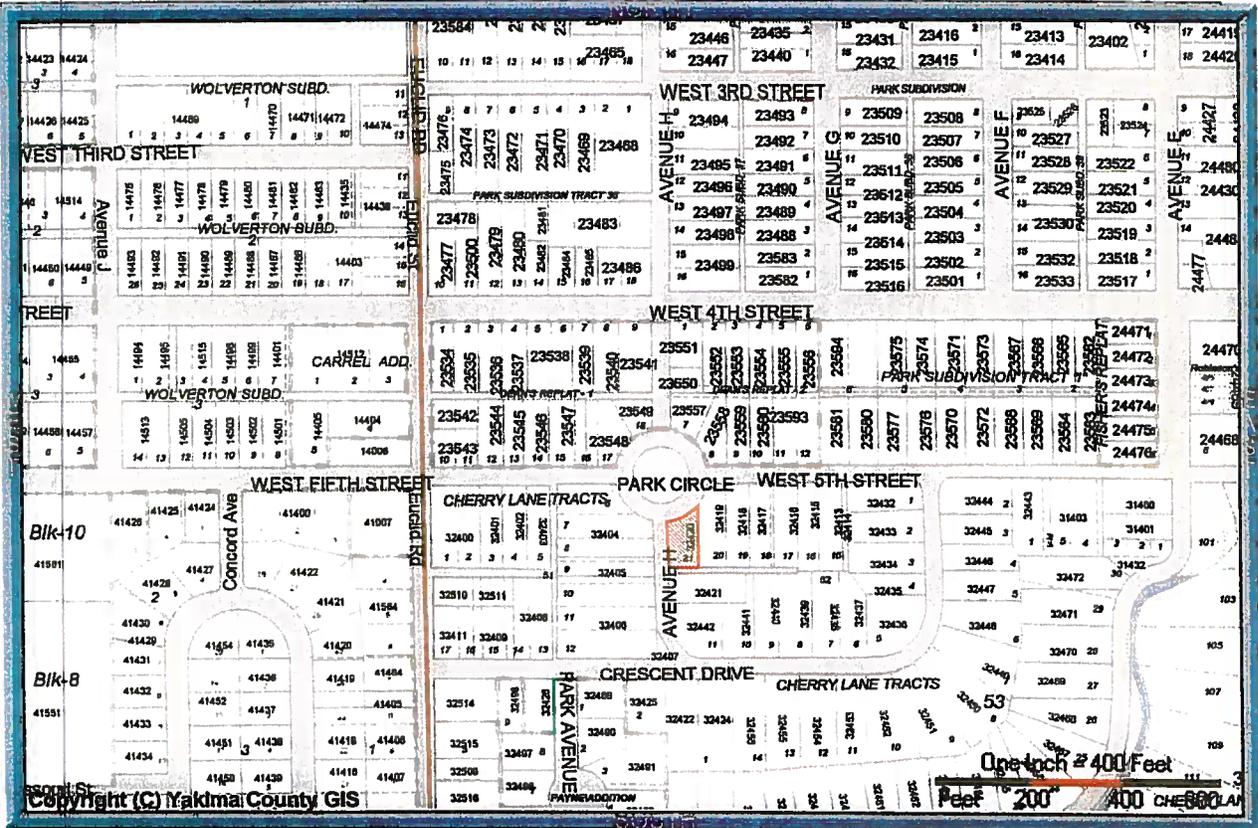


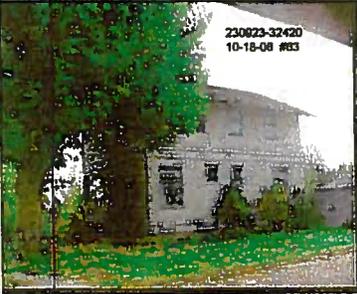
PROPERTY PHOTO		PROPERTY INFORMATION	
	Parcel Address: 502 AVE H, GRANDVIEW ,WA 98930	Parcel Owner(s): BRAD K & MELODIE E SMITH	
	Parcel Number: 23092332404	Parcel Size: 0.64 Acre(s)	
	Property Use: 11 Single Unit		
TAX AND ASSESSMENT INFORMATION			
Tax Code Area (TCA): 440		Tax Year: 2016	
Improvement Value: \$200200		Land Value: \$26900	
Current Use Value: \$0		Current Use Improvement: \$0	
New Construction: \$0		Total Assessed Value: \$227100	
OVERLAY INFORMATION			
Zoning:	Jurisdiction: Grandview		
Urban Growth Area: Grandview	Future Landuse Designation: City Limits (Yakima County Plan 2015)		
FEMA: Not in floodplain (X)	FIRM Panel Number: 53077C1925D		
LOCATION INFORMATION			
+ Latitude: 46° 15' 03.387"		+ Longitude: -119° 54' 50.689"	
Range: 23 Township: 09 Section: 23			
Narrative Description: CHERRY LANE TRACTS: LOTS 6 & 7 BLK 51 ALSO LOT 8 EX S 6 FT			
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			

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[Print Map] [Close Map]

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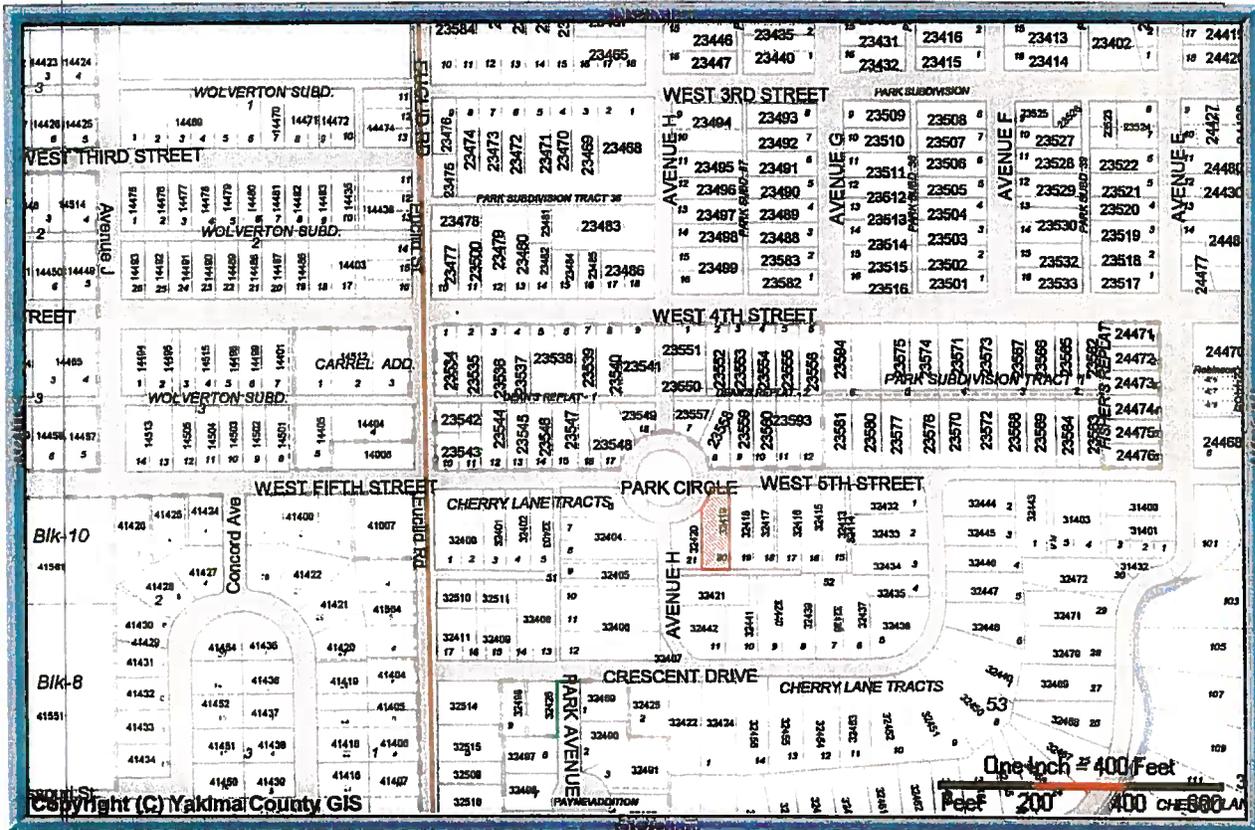


PROPERTY PHOTO		PROPERTY INFORMATION	
 <p>230923-32420 10-15-08 #83</p>	Parcel Address: 812 W 5TH ST, GRANDVIEW, WA 98930		
	Parcel Owner(s): THOMAS JEFFREY SUTTON		
	Parcel Number: 23092332420	Parcel Size: 0.17 Acre(s)	
Property Use: 11 Single Unit			
TAX AND ASSESSMENT INFORMATION			
Tax Code Area (TCA): 440		Tax Year: 2016	
Improvement Value: \$69500		Land Value: \$22150	
Current Use Value: \$0		Current Use Improvement: \$0	
New Construction: \$0		Total Assessed Value: \$91650	
OVERLAY INFORMATION			
Zoning:	Jurisdiction: Grandview		
Urban Growth Area: Grandview	Future Landuse Designation: City Limits (Yakima County Plan 2015)		
FEMA: Not in floodplain (X)	FIRM Panel Number: 53077C1925D		
LOCATION INFORMATION			
+ Latitude: 46° 15' 03.017"		+ Longitude: -119° 54' 48.149"	
Range: 23 Township: 09 Section: 23			
Narrative Description: CHERRY LANE TRS: LOT 21 BLK 52			
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			

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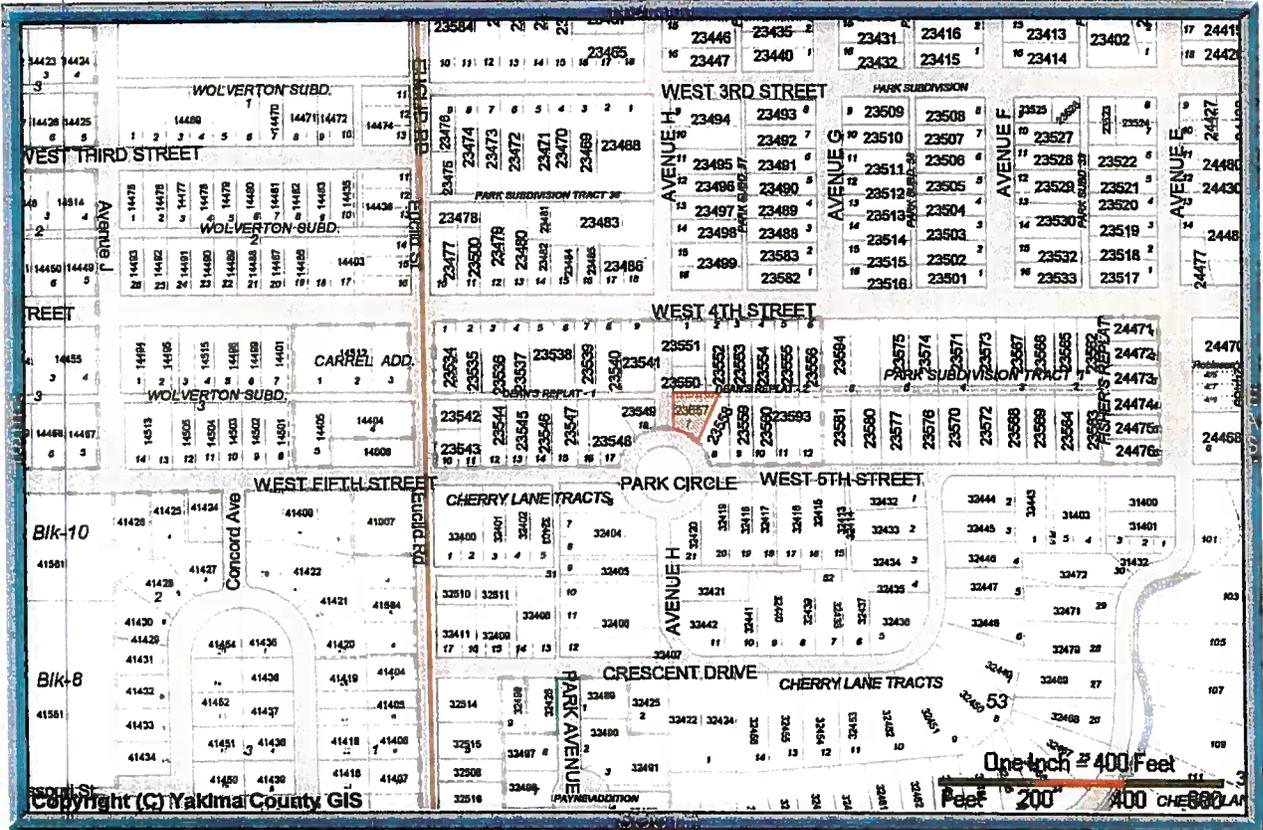


PROPERTY PHOTO		PROPERTY INFORMATION	
	Parcel Address: 810 W 5TH ST, GRANDVIEW ,WA 989301228	Parcel Owner(s): ANTONIO GARIBAY JR	
	Parcel Number: 23092332419	Parcel Size: 0.24 Acre(s)	
	Property Use: 11 Single Unit		
TAX AND ASSESSMENT INFORMATION			
Tax Code Area (TCA): 440		Tax Year: 2016	
Improvement Value: \$45500		Land Value: \$22650	
Current Use Value: \$0		Current Use Improvement: \$0	
New Construction: \$0		Total Assessed Value: \$68150	
OVERLAY INFORMATION			
Zoning:	Jurisdiction: Grandview		
Urban Growth Area: Grandview	Future Landuse Designation: City Limits (Yakima County Plan 2015)		
FEMA: Not in floodplain (X)	FIRM Panel Number: 53077C1925D		
LOCATION INFORMATION			
+ Latitude: 46° 15' 03.301"		+ Longitude: -119° 54' 47.259"	
Narrative Description: CHERRY LANE TRS: LOIT 20 BLK 62		Range: 23 Township: 09 Section: 23	
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			

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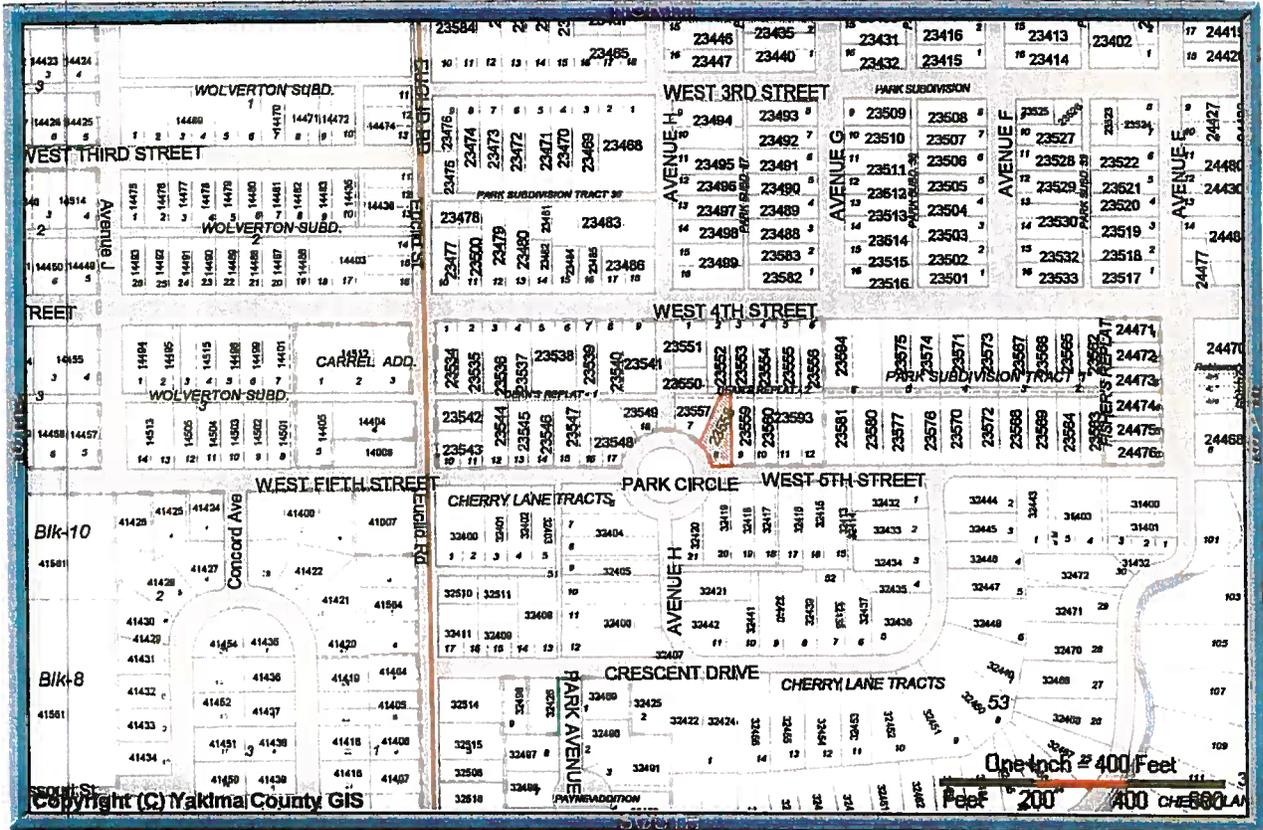


PROPERTY PHOTO		PROPERTY INFORMATION	
<p>230923-23557 1-22-07 #83</p>	Parcel Address: 405 AVENUE H, GRANDVIEW, WA 98930		
	Parcel Owner(s): RAMIRO S GONZALEZ JR		
	Parcel Number: <u>23092323557</u>	Parcel Size: 0.15 Acre(s)	
Property Use: 11 Single Unit			
TAX AND ASSESSMENT INFORMATION			
Tax Code Area (TCA): 440		Tax Year: 2016	
Improvement Value: \$21000		Land Value: \$22350	
Current Use Value: \$0		Current Use Improvement: \$0	
New Construction: \$0		Total Assessed Value: \$43350	
OVERLAY INFORMATION			
Zoning:	Jurisdiction: Grandview		
Urban Growth Area: Grandview	Future Landuse Designation: City Limits (Yakima County Plan 2015)		
FEMA: Not in floodplain (X)	FIRM Panel Number: 53077C1925D		
LOCATION INFORMATION			
+ Latitude: 46° 15' 05.749"		+ Longitude: -119° 54' 47.901"	
Range: 23 Township: 09 Section: 23			
Narrative Description: Section 23 Township 09 Range 23 Quarter NW: DEAN'S REPLAT OF BLK H AND LOTS 7 & 8 BLK I OF PARK SUBDIVISION (E5); LOT 7 BLK 2			
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			

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[Print Map] [Close Map]

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PROPERTY PHOTO		PROPERTY INFORMATION	
	Parcel Address: 811 W 5TH ST, GRANDVIEW, WA 98930		
	Parcel Owner(s): FRANCISCO GOMEZ LUJAN		
	Parcel Number: 23092323558	Parcel Size: 0.18 Acres(s)	
Property Use: 11 Single Unit			
TAX AND ASSESSMENT INFORMATION			
Tax Code Area (TCA): 440		Tax Year: 2016	
Improvement Value: \$53200		Land Value: \$22650	
Current Use Value: \$0		Current Use Improvement: \$0	
New Construction: \$0		Total Assessed Value: \$75850	
OVERLAY INFORMATION			
Zoning:	Jurisdiction: Grandview		
Urban Growth Area: Grandview	Future Landuse Designation: City Limits (Yakima County Plan 2015)		
FEMA: Not in floodplain (X)	FIRM Panel Number: 53077C1925D		
LOCATION INFORMATION			
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Range: 23 Township: 09 Section: 23			
Narrative Description: Section 23 Township 09 Range 23 Quarter NW: DEAN'S REPLAT OF BLK H AND LOTS 7 & 8 BLK I OF PARK SUBDIVISION (E5); LOT 8 BLK 2			
DISCLAIMER			
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION			

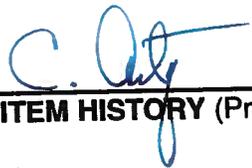
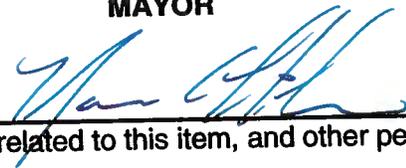
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**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

<p>ITEM TITLE</p> <p>Ordinance No. 2016-6 amending Grandview Municipal Code Section 2.75.030 concerning rental/deposit fees for the City of Grandview Community Center</p> <p>And</p> <p>Resolution No. 2016-30 amending the Grandview Community Center Policies and Procedures</p>	<p>AGENDA NO.: Active 6 (C) & (D)</p> <p>AGENDA DATE: June 14, 2016</p>
<p>ORIGINATING SOURCE</p> <p>Parks & Recreation Director and Community Center Advisory Committee</p>	<p>FUNDING CERTIFICATION (City Treasurer) (If applicable)</p>

DEPARTMENT HEAD REVIEW

Mike Carpenter, Parks & Recreation Director 

<p>CITY ADMINISTRATOR</p> 	<p>MAYOR</p> 
----------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------

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

None

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

At the May 24, 2016 Committee-of-the-Whole meeting, the C.O.W. moved the Community Center party package recommendation to a regular Council meeting agenda for consideration.

ACTION PROPOSED

Approve Ordinance No. 2016-6 amending Grandview Municipal Code Section 2.75.030 concerning rental/deposit fees for the City of Grandview Community Center;

And

Approve Resolution No. 2016-30 amending the Grandview Community Center Policies and Procedures.

ORDINANCE NO. 2016-6

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 2.75.030 CONCERNING
RENTAL/DEPOSIT FEES FOR THE CITY OF GRANDVIEW COMMUNITY CENTER**

WHEREAS, the City Council passed Ordinance No. 2012-2 on January 10, 2012 adopting a new Section 2.75.030 of the Grandview Municipal Code concerning rental/deposit fees for the Grandview Community Center;

WHEREAS, the Grandview Community Center Advisory Committee has recommended amending the rental/deposit fees to include a party package hourly rental rate and deposit;

WHEREAS, the City Council concurs with the recommendation of the Grandview Community Center Advisory Committee and finds that amending the rental and deposit fees in accordance with said recommendation is in the best interest of the residents of the City of Grandview and will promote the general health, safety and welfare;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GRANDVIEW,
WASHINGTON DO ORDAIN AS FOLLOWS:**

Section 1. Grandview Municipal Code Section 2.75.030 Community Center rental/deposit fees which reads as follows:

2.75.030 Community Center rental/deposit fees

The following charges shall be imposed for the usage of the Community Center:

Prices per day, up to 8 hours (Includes set-up and clean-up)

Facility	Class	Fee	Deposit
Dining Room Only (Capacity 108)	A	0	0
	B	\$100.00	\$100.00
	C	\$150.00	\$100.00
	D	\$200.00	\$150.00
	E	\$250.00	\$150.00
Kitchen Facility Only	A	0	0
	B	\$100.00	\$150.00
	C	\$150.00	\$150.00
	D	\$200.00	\$200.00
	E	\$250.00	\$200.00
Kitchen & Dining Room (Stevens~Young Wing)	A	0	0
	B	\$150.00	\$200.00
	C	\$250.00	\$200.00
	D	\$350.00	\$300.00
	E	\$450.00	\$300.00

Multi-Purpose Room (Gym) Only (Capacity 250)	A	0	0
	B	\$150.00	\$200.00
	C	\$250.00	\$200.00
	D	\$350.00	\$300.00
	E	\$450.00	\$300.00
Exclusive Use Of Grandview Community Center	A	0	0
	B	\$250.00	\$300.00
	C	\$350.00	\$300.00
	D	\$450.00	\$400.00
	E	\$550.00	\$400.00

**The small conference room in the Stevens-Young Wing (seating for 12) is available to private groups and organizations for \$25 per hour (no deposit or insurance required).

In addition to the rental fee, all events that require City staff to be on site will be charged \$50.00 per hour per staff member. The Parks and Recreation Director will determine what staffing will be required based on the Community Center Rental/Permit Form and/or event history.

Rental Classifications For Grandview Community Center

- Class A:** Programs, activities, or events sponsored by the City which are open to the public (no charge).
- Class B:** Non-fundraising programs, activities, or events sponsored by other governmental agencies or non-profit organizations.
- Class C:** Fundraising programs, activities, or events sponsored by other governmental agencies or non-profit organizations.
- Class D:** Non-fundraising programs, activities, or events sponsored by a private group or organization.
- Class E:** Fundraising programs, activities, or events sponsored by a private group or organization, regardless of partnership with non-profit agency.

For groups and organizations attempting to rent both the Country Park Events Center and the Community Center, the higher deposit rate will apply. For regular/weekly scheduled rentals, the user group will be limited to four consecutive weeks (one deposit required).

Is hereby amended to read:

2.75.030 Community Center rental/deposit fees

The following charges shall be imposed for the usage of the Community Center:

Prices per day, up to 8 hours (Includes set-up and clean-up)

Facility	Class	Fee	Deposit
Dining Room Only	A	0	0
	B	\$100.00	\$100.00
	C	\$150.00	\$100.00

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(Capacity 108)	D	\$200.00	\$150.00
	E	\$250.00	\$150.00
Kitchen Facility Only	A	0	0
	B	\$100.00	\$150.00
	C	\$150.00	\$150.00
	D	\$200.00	\$200.00
	E	\$250.00	\$200.00
Kitchen & Dining Room (Stevens~Young Wing)	A	0	0
	B	\$150.00	\$200.00
	C	\$250.00	\$200.00
	D	\$350.00	\$300.00
	E	\$450.00	\$300.00
Multi-Purpose Room (Gym) Only (Capacity 250)	A	0	0
	B	\$150.00	\$200.00
	C	\$250.00	\$200.00
	D	\$350.00	\$300.00
	E	\$450.00	\$300.00
Exclusive Use Of Grandview Community Center	A	0	0
	B	\$250.00	\$300.00
	C	\$350.00	\$300.00
	D	\$450.00	\$400.00
	E	\$550.00	\$400.00
Party Package – Multi-Purpose Room (Gym) And Game Room	D	\$50.00 Per Hr 2 Hr Min & 4 Hr Max \$100-200	\$300

**The small conference room in the Stevens-Young Wing (seating for 12) is available to private groups and organizations for \$25 per hour (no deposit or insurance required).

In addition to the rental fee, all events that require City staff to be on site will be charged \$50.00 per hour per staff member. The Parks and Recreation Director will determine what staffing will be required based on the Community Center Rental/Permit Form and/or event history.

Rental Classifications For Grandview Community Center

- Class A:** Programs, activities, or events sponsored by the City which are open to the public (no charge).
- Class B:** Non-fundraising programs, activities, or events sponsored by other governmental agencies or non-profit organizations.
- Class C:** Fundraising programs, activities, or events sponsored by other governmental agencies or non-profit organizations.
- Class D:** Non-fundraising programs, activities, or events sponsored by a private group or organization.
- Class E:** Fundraising programs, activities, or events sponsored by a private group or organization, regardless of partnership with non-profit agency.

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For groups and organizations attempting to rent both the Country Park Events Center and the Community Center, the higher deposit rate will apply. For regular/weekly scheduled rentals, the user group will be limited to four consecutive weeks (one deposit required).

Section 2. This ordinance shall be in full force and effect five days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on June 14, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 6/15/16
EFFECTIVE: 6/20/16

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RESOLUTION NO. 2016-30

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW COMMUNITY CENTER POLICIES AND PROCEDURES**

WHEREAS, the new Community Center at the Country Park Events Center opened for public use in the spring of 2012; and,

WHEREAS, policies and procedures for the new Grandview Community Center were recommended by the Grandview Community Center Advisory Committee and approved by the City Council on January 10, 2011; and,

WHEREAS, the Community Center Advisory Committee recommended an amendment to the Community Center policies and procedures to add a party package; and,

WHEREAS, the City Council finds and determines that approving an amendment to the policies and procedures as recommended by the Grandview Community Center Advisory Committee for use at the Grandview Community Center is in the best interest of the residents of the City of Grandview and will promote the general health, safety and welfare;

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

The Grandview Community Center Policies and Procedures as amended and in the form as is attached hereto and incorporated herein by reference are hereby approved.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 14, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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GRANDVIEW COMMUNITY CENTER POLICIES & PROCEDURES

Establishment of Policies/Procedures: The Grandview Community Center shall be managed in accordance with all policies and procedures established by the Parks and Recreation Department and approved by Grandview City Council.

Management of Facility: The City's Parks and Recreation Director, in accordance with policies and procedures approved by City Council, shall be responsible for the daily management of the Grandview Community Center. The Director will maintain a current calendar of events for the facility.

Facility Purpose: The Community Center will be a focal point for a wide variety of recreational, social, and human services programming. The Parks and Recreation Department shall strive to coordinate all activities at the Community Center for the good of the community.

Eligible Users: Pursuant to current agreements, the City of Grandview and the American Legion Post #57 shall have first priority at the facility. Both non-profit and private groups will be allowed to use the facility in accordance with adopted policies, procedures and fee schedules. Copies of the facility's current fee schedule, rental form, and policies and procedures will be available at both the Parks and Recreation Office and City Hall. Upon the discretion of the Parks and Recreation Director, or designee, all usage and rental requests will be subject for review and approval/denial according to the policies and procedures, and if deemed necessary, further review by the City Council may be required.

Alcoholic Beverages/Controlled Substances: NO alcoholic beverages, including but not limited to beer, wine, and liquor; nor illegal substances will be allowed on or in the grounds or buildings of the Community Center; except as provided by Grandview Municipal Code 5.22.

Smoking: All provisions of RCW 70.160, a State law that prohibits smoking in all indoor places and within 25 feet of each public facility, will be abided by in full by event organizers and participants.

Fire Provisions: All user groups or individuals must at all times abide by local, state, and federal fire protection laws. Under no circumstances shall fire extinguishers or emergency exit signs be covered or shall fire exits be blocked. All access roads shall remain clear of vehicles and other obstacles at all times for emergency vehicle use.

Telephone/Emergency Phone Numbers: Emergency telephone numbers and personnel phone numbers shall be posted at each phone at all times, including current numbers for police, fire, and ambulance. Telephone service is available with restrictive toll to allow local calls only. A responsible adult member of each user group shall make arrangements with the Parks and Recreation Director to obtain proper access to a facility phone.

Liability Insurance: Groups or individuals, other than the City, sponsoring events or activities at the Community Center will be required to provide liability insurance in amounts specified by the City listing the City of Grandview as an additional insured. A Certificate of Liability Insurance and a copy of the insurance policy shall be submitted to the Parks and Recreation Office no later than one week prior to the event. The City of Grandview reserves the right to cancel a previously-approved usage request if appropriate insurance requirements are not met.

Hold Harmless: The applicant (user/rental group), as consideration for the approval of the applicant's request for the usage of the Community Center, expressly agrees to indemnify and hold the City of Grandview harmless for any and all claims of any nature arising from or due to the applicant's use of the Community Center.

Cancellations: A minimum of seven (7) business days written notice given to the Parks and Recreation Director concerning the cancellation of previously scheduled activities/events is requested in order to receive your full deposit refund. If the cancellation occurs with less than seven (7) business days notice, the City of Grandview will retain 25% of the event deposit. The City reserves the right to cancel or postpone a facility use reservation.

Time Limitations: No group or organization, including approved rental groups, will be allowed to use the Community Center past 12:00 midnight unless authorized to do so by the City. All groups using the Community Center on a specific time schedule must vacate the premises by the conclusion of the time allocated in the rental agreement. All approved rental agreements include two (2) to eight (8) hours of facility use, including set-up and clean-up of the event. Regular/weekly rentals will be limited to four consecutive weeks. The Community Center will be available on a limited basis on City holidays.

Items Provided by Users: All user/rental groups will be responsible for providing additional supplies and equipment for their respective events at their own expense. Additional licensed, bonded security deemed necessary by the Grandview Police Department will also be provided by the user/rental group at their own expense. The City of Grandview will not be responsible for lost, damaged, or stolen items provided by the user group.

Submittal of Application: User groups are required to submit the entire application packet no later than fourteen (14) business days prior to the scheduled event. The full rental fee and deposit are also due at the time of application. This packet must be accompanied by any other documents required by the City of Grandview (see liability insurance requirements within these policies and procedures). For those events hosting dance, a Dance Permit must be obtained from Grandview City Hall.

Decorations: No decorations shall be affixed to the walls, doors or windows and no open flame decorations are allowed.

Property Damage: The City of Grandview must be protected from damage, mistreatment, and loss; and ordinary standards of cleanliness must be maintained. In cases where property has been damaged or abused beyond normal wear, the cost of repairing or replacing the property shall be paid by the respective user or organization within two weeks after the activity/event. This includes replacement costs for stolen or lost property. The amount for the damaged/lost property will be deducted from the deposit. A rental group will be charged the additional amount that runs over their initial deposit if any damage exceeds this amount.

Pre/Post Activity Inspection: A designated staff member of the Parks and Recreation Department will conduct both a pre- and post- activity inspection with the person in charge of the rental/user group to ensure that there is an understanding of components and regulations of the facility and for immediate detection and acknowledgement of damaged or lost items generated by the user/rental group.

Parking: Parking will be permitted in authorized areas only. Handicapped parking areas will be used by those individuals who have current permits. All groups utilizing on site parking will be required to provide proper control and security measures, as well as general parking lot clean-up.

Pets: Pets will not be allowed in the Community Center with the exception of service dogs.

Approved Lease Agreements: Lease Agreements approved and adopted by City Council pertaining to the Country Park Events Center and the Grandview Community Center shall be strictly enforced. This includes, but is not limited to, Fair Board, Volunteer Fire Department, and the American Legion Post #57.

Fair Board Lease Area: Fair Board buildings and Fair Board-leased areas will be off limits to user/rental groups, unless prior approval has been granted by the Fair Board.

Kitchen: All user groups that will be utilizing the kitchen facility are required to have one adult on site throughout the event that possesses a current Food Handlers Card. Proof of such card will be required.

Violations: Violations of any, and all, of the rental conditions may result in the forfeiture of all or part of the event deposit and/or prevent future rental privileges.

Party Package: The Party Package includes the game room, gymnasium and restrooms, and is available for a minimum of two (2) hours and a maximum of four (4) hours, inclusive of set-up and clean-up. The party renting the facility shall be responsible for set up and clean up. Responsible adults of both genders, as appropriate, must be on site to supervise during the entire event. There shall be at least one (1) adult per 10 youths or less. The Party Package can accommodate up to 50 youths.

CITY OF GRANDVIEW COMMUNITY CENTER
Phone: (509) 882-9219, 812 Wallace Way, Grandview, WA 98930
RENTAL/PERMIT FORM

Name of Organization/Group: _____

Primary Contact Person: _____

Mailing Address: _____

Telephone # (work): _____ (home): _____ Email: _____

Secondary Contact Person: _____ Phone #: _____

- All event communication and correspondence to the Parks and Recreation staff shall be conducted with the primary and/or secondary contact person listed above.

Function/Event (please be specific by listing all activities and components): _____

Date(s) and Times Requested (include provision for set-up and clean-up): _____

- **Please refer to the following page for rental classifications and rental/deposit fees.**

Estimated Number Attending Event: _____

Special Requests (please be specific): _____

- Violation of the rental conditions may result in the forfeiture of all or part of the event deposit and/or of future rental privileges.

NOTE: A \$1,000,000 liability policy, listing the City of Grandview as an additional insured, will be required for the full duration of the event at the Community Center. A valid Certificate of Liability Insurance, listing the City of Grandview as an additional insured must be submitted at least one week prior to the event to the Parks and Recreation Director or designee. (Alternate liability insurance resource: www.ebi-ins.com/tulip)

- As determined by the City, user/rental groups may be required to provide additional services, at the user/group's expense. Please refer to the policies and procedures for details.
- Grandview Community Center reservations are not confirmed until authorized by the Parks and Recreation Director; and if required, the Grandview City Council.

The undersigned certifies that:

1. He or she acts with full knowledge and authority of the requesting organization and have read the policies and procedures set forth for the Grandview Community Center;
2. All local and state laws, policies and regulations that pertain to the facility and event will be complied with;
3. The City of Grandview will be reimbursed, in a full and timely manner, for any and all loss or damage arising from the applicant's use or lack of care or security of said facilities;
4. The applicant (user/rental) groups, as consideration for the approval of the applicant's request for the usage of the Community Center, expressly agree to indemnify, defend and hold the City of Grandview, its officers, officials, employees or volunteers harmless for any and all claims of any nature arising from or due to the applicant's use of the Community Center.

Authorized Signature (must be 18 years of age or older)

Date

Note: In accordance with Grandview Municipal Code 5.22, those non-profit organizations that are seeking permission to conduct an activity at the Grandview Community Center involving the consumption of wine or beer of any kind shall first complete the attached application form found on page 5.

GRANDVIEW COMMUNITY CENTER RENTAL/DEPOSIT FEES
 Phone: (509) 882-9219, 812 Wallace Way, Grandview, WA 98930
 PRICES PER DAY, UP TO 8 HOURS (Includes set-up and clean-up)

FACILITY	CLASS	FEE	DEPOSIT	CHECK ONE
DINING ROOM ONLY (Capacity 108)	A	0	0	
	B	\$100.00	\$100.00	
	C	\$150.00	\$100.00	
	D	\$200.00	\$150.00	
	E	\$250.00	\$150.00	
KITCHEN FACILITY ONLY	A	0	0	
	B	\$100.00	\$150.00	
	C	\$150.00	\$150.00	
	D	\$200.00	\$200.00	
	E	\$250.00	\$200.00	
KITCHEN & DINING ROOM (STEVENS~YOUNG WING)	A	0	0	
	B	\$150.00	\$200.00	
	C	\$250.00	\$200.00	
	D	\$350.00	\$300.00	
	E	\$450.00	\$300.00	
MULTI-PURPOSE ROOM (GYM) ONLY (Capacity 250)	A	0	0	
	B	\$150.00	\$200.00	
	C	\$250.00	\$200.00	
	D	\$350.00	\$300.00	
	E	\$450.00	\$300.00	
EXCLUSIVE USE OF GRANDVIEW COMMUNITY CENTER	A	0	0	
	B	\$250.00	\$300.00	
	C	\$350.00	\$300.00	
	D	\$450.00	\$400.00	
	E	\$550.00	\$400.00	
PARTY PACKAGE – MULTI-PURPOSE ROOM (GYM) AND GAME ROOM	D	\$50.00 PER HR 2 HR MIN & 4 HR MAX \$100-\$200	\$300	

**The small conference room in the Stevens~Young Wing (seating for 12) is available to private groups and organizations for \$25 per hour (no deposit or insurance required).

THE PARKS AND RECREATION DIRECTOR WILL DETERMINE WHAT STAFFING WILL BE REQUIRED BASED ON THE COMMUNITY CENTER RENTAL/PERMIT FORM AND/OR EVENT HISTORY.

RENTAL CLASSIFICATIONS FOR GRANDVIEW COMMUNITY CENTER

PLEASE CHECK ONE THAT APPLIES:

- CLASS A:** Programs, activities, or events sponsored by the City which are open to the public (no charge).
- CLASS B:** Non-fundraising programs, activities, or events sponsored by other governmental agencies or non-profit organizations.
- CLASS C:** Fundraising programs, activities, or events sponsored by other governmental agencies or non-profit organizations.
- CLASS D:** Non-fundraising programs, activities, or events sponsored by a private group or organization.
- CLASS E:** Fundraising programs, activities, or events sponsored by a private group or organization, regardless of partnership with non-profit agency.

For groups and organizations attempting to rent both the Country Park Events Center and the Community Center, the higher deposit rate will apply. For regular/weekly scheduled rentals, the user group will be limited to four consecutive weeks (one deposit required).

**CITY OF GRANDVIEW
ALCOHOLIC BEVERAGE PERMIT & HOLD HARMLESS AGREEMENT**

The Grandview City Council has authorized the consumption of beer and/or wine in designated buildings and/or areas of the Country Park Events Center and/or Grandview Community Center on the condition that the applicant will:

1. Supervise and be responsible for the distribution and consumption of said beer and/or wine in compliance with the laws of the State of Washington and the ordinances of the City of Grandview including, but not limited to, the prohibition of service to, or consumption of beer and/or wine by persons less than twenty one years of age; see attached copy of Grandview Municipal Code 5.22.
2. Refrain from distributing or serving beer and/or wine to any intoxicated person.
3. Comply with and fulfill all special rules and regulations regarding clean up and maintenance of the facility/building sites set forth by the City of Grandview.
4. Pay and hold harmless the City of Grandview, a municipal corporation, its agents, servants, employees and officials from any and all liabilities or claims of damage arising or alleging to arise out of the distribution or consumption of beer and/or wine at the City of Grandview Community Center. The applicant and his or her agents, servants, employees, officials, or members do further agree to defend and pay expenses of defending any suit or action which may be commenced against the City of Grandview, its agents, servants, employees, or officials by any third person alleging any injury or damage arising out of the distribution or consumption of any beer and/or wine at the City of Grandview Community Center.
5. Provide Liquor, Liability Insurance, (\$1,000,000) policy for the duration of the event, listing the City of Grandview as an additional insured.
6. Applicant is required to contact the Chief of Police to arrange security provisions.

NOTE: Agreement not permitted for private rental groups.

Authorized Signature (applicant) _____ Date _____

Non-profit group seeking Special Occasion License: _____

Contact Person: _____ Phone #: (h) _____ (w) _____

Secondary Contact Person: _____ Phone #: _____

Mailing Address: _____ E-mail: _____

Type of Event (be specific): _____

Date(s) and Time(s) of Service: _____ Number of patrons: _____

Type of alcohol to be served (mark all applicable): _____ wine _____ beer

Type of Format (mark one): _____ tasting only _____ wine/beer garden

Name of individuals to receive (M.A.S.T) permit: _____

*Individuals must submit copy (M.A.S.T.) permit at least 48 hours prior to event.

Requested location of service area: _____

Type of Barrier: _____ Tent _____ Fence If fence, what type? _____

Required Fence Height: _____ Admission Charge (per person): _____

Name of licensed and bonded security firm: _____

Contact Person of Security Firm: _____ Phone #: _____

****For Official Use Only****
Grandview Community Center Rental/Usage Approval Form

Rental Classification: _____

Rental Fee Required: \$_____ Rental Deposit Required: \$_____ TOTAL: \$_____

Date of Payment: _____

Return Deposit To: (Name) _____

Address: _____

Requirement Check List
(Date Received)

- _____ Security Provisions: _____
- _____ Certificate of Insurance (Liquor Liability)
- _____ Liquor Control Board Special Occasion License
- _____ Proof of M.A.S.T. Permit
- _____ Type of Barrier Defined: _____
- _____ Hours of Operation: _____

Recommendation: APPROVAL DENIAL

APPROVAL WITH FOLLOWING CONDITIONS: _____

Signatures of Recommendation:

Parks and Recreation Director (or designee) Date

Police Chief (or designee) Date

APPROVED AS RECOMMENDED BY CITY COUNCIL:

Approved with additional conditions: _____

Mayor

Date

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