

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, OCTOBER 13, 2020**



Governor Proclamation 20-28.10 continues the prohibition on "in-person" meetings through November 6, 2020. This meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
- 4. NEW BUSINESS**
 - A. Resolution accepting the Fire Service Self-Contained Breathing Apparatus (SCBA) as complete** 1-10
 - B. Resolution authorizing the Mayor to sign the Shorelands Shoreline Master Program Agreement No. SEASMP-1921-Grandv-00108 between the State of Washington Department of Ecology and the City of Grandview for the Shoreline Master Program** 11-37
 - C. Ordinance granting an Electric Utility Franchise and General Utility Easement to PacifiCorp** 38-45
 - D. Ordinance amending the 2020 Annual Budget** 46-55
 - E. Grandview Small Business Grants – Round Two** 56
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

Governor Proclamation 20-28.10 continues the prohibition on "in-person" meetings through November 9, 2020. This meeting will be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

The City of Grandview Committee-of-the-Whole and Council Meetings scheduled for Tuesday, October 13, 2020 at 6:00 pm and 7:00 pm will only be available via teleconference.

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

<https://global.gotomeeting.com/join/327069277>

You can also dial in using your phone.

(For supported devices, tap a one-touch number below to join instantly.)

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- One-touch: <tel:+15713173122,,327069277#>

Access Code: 327-069-277 #

Audio Pin: 1 #

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

ITEM TITLE	AGENDA NO.: New Business 4 (A)
Resolution accepting the Fire Service Self-Contained Breathing Apparatus (SCBA) as complete	AGENDA DATE: October 13, 2020
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Fire Chief	

DEPARTMENT DIRECTOR REVIEW

Pat Mason, Fire Chief *PM*

CITY ADMINISTRATOR	MAYOR
<i>C. [Signature]</i>	<i>[Signature] Mendoza</i>

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

On November 26, 2019, Council approved Resolution 2019-42 authorizing the Mayor to obligate USDA Rural Development funding for the purchase of 22 SCBA in the amount of \$161,000. On March 13, 2020, the City was advised by USDA Rural Development that the City was approved for a Community Facilities Grant in the amount of \$88,500. On May 12, 2020, Council approved Resolution No. 20202-19 authorizing the Mayor to sign the Community Facilities Grant Agreement with the United States Department of Agriculture Rural Housing Services for the purchase of firefighting self-contained breathing apparatus (SCBA).

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

The equipment has been purchased and received, see photos and invoices attached. The City is preparing to close on the loan/grant to receive reimbursement from USDA. In order for this to take place, a resolution accepting the Fire Service Self-Contained Breathing Apparatus (SCBA) as complete must be approved.

ACTION PROPOSED

Move a resolution accepting the Fire Service Self-Contained Breathing Apparatus (SCBA) as complete to a regular Council meeting for consideration.

RESOLUTION NO. 2020-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE FIRE SERVICE SELF-CONTAINED BREATHING APPARATUS
(SCBA) AS COMPLETE**

WHEREAS, the City purchased twenty two (22) Fire Service Self-Contained Breathing Apparatus (SCBA) utilizing loan funding through the United State Department of Agriculture Rural Development; and,

WHEREAS, the City's Fire Chief has determined that the twenty two (22) Fire Service Self-Contained Breathing Apparatus (SCBA) received are complete and ready for final acceptance by the City Council,

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

The City of Grandview has received and accepts the twenty two (22) Fire Service Self-Contained Breathing Apparatus (SCBA) as complete.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY







MSA
The Safety Company

P/N 10148741

G1 Li-Ion Rechargeable
Battery Pack
Model 7-2814-1

WARNING / ADVERTENCIA / AVERTISSEMENT

THIS BATTERY PACK IS EXCLUSIVELY DESIGNED FOR INSTALLATION AS THE POWER SUPPLY FOR THE MSA G1 SCBA TO PREVENT IGNITION OF FLAMMABLE OR COMBUSTIBLE ATMOSPHERES. READ, UNDERSTAND, AND ADHERE TO THE INSTRUCTIONS CONTAINED IN THE MANUAL BEFORE OPERATING! DO NOT REMOVE OR REPLACE THE BATTERY PACK FROM THE G1 SCBA IN A HAZARDOUS LOCATION! RECHARGE THE G1 SCBA LITHIUM ION RECHARGEABLE BATTERY PACK ONLY WITH A CHARGER APPROVED FOR USE WITHIN THE INSTRUCTIONS IN A NONHAZARDOUS LOCATION!

FAILURE TO FOLLOW THE ABOVE CAN RESULT IN SERIOUS INJURY OR DEATH!

LEERY COMPRENDER LAS INSTRUCCIONES DE USO ANTES DE UTILIZAR EL PRODUCTO.

COMPRENEZ LES INSTRUCTIONS A L'INTENTION DE L'UTILISATEUR AVANT USAGE.

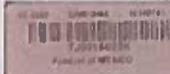
NOMINAL VOLTAGE = 7.2 VDC

RATED CAPACITY OF BATTERY = 2,500 mAh (18.0 Wh)

*CHARGED CAPACITY OF BATTERY = 2,300 mAh (15.8 Wh)

*NOMINAL CHARGING VOLTAGE = 8.2 VDC

*RESTRICTED TO G1 SCBA LITHIUM ION BATTERY CHARGER.



Mine Safety Appliances Company
1000 Cranberry Woods Dr., Cranberry Twp., PA 16006 U.S.A.
www.MSAafety.com

PROPERTY OF
GRANDVIEW FIRE DEPT.
509-882-9280
00502

MSA
The Safety Company

P/N 10148741

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Battery Pack
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Mine Safety Appliances Company
1000 Cranberry Woods Dr., Cranberry Twp., PA 16006 U.S.A.
www.MSAafety.com

PROPERTY OF
GRANDVIEW FIRE DEPT.
509-882-9280
00501

MSA
The Safety Company

P/N 10148741

G1 Li-Ion Rechargeable
Battery Pack
Model 7-2814-1

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Mine Safety Appliances Company
1000 Cranberry Woods Dr., Cranberry Twp., PA 16006 U.S.A.
www.MSAafety.com

PROPERTY OF
GRANDVIEW FIRE DEPT.
509-882-9280
00500

Ph: 206-622-2875
 TF: 800-426-6833
 Fax: 253-236-2997
mwsales@lncurtis.com
 DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Northwest Division
 6507 South 208th Street
 Kent, WA 98032
www.LNCURTIS.com
 Invoice No. INV397970

Invoice

SOLD TO:

Grandview City Fire Department
 207 West 2nd Street
 Grandview WA 98930

SHIP TO:

Grandview City Fire Department
 207 W 2ND St
 Grandview WA 98930-1360

REMIT PAYMENT TO:
 L.N. Curtis and sons
 Dept. 34821
 P.O. Box 39000
 San Francisco, CA 94139

INVOICE NO. SALES ORDER NO. INVOICE DATE
 INV397970 584005 06/17/2020

DATE DUE FOB TOTAL
 07/17/2020 DEST \$160,029.00

CUST ORDER/PO NO. 12560	ORDERING PARTY Chief Pat Mason	CUSTOMER NO. C32844	SALESPERSON Adam Sitton	ORDER CLASS G P O - F R - SCBA
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SPECIAL INSTRUCTIONS

Per State of Washington Senate Bill 6413, this serves as written notice that MSA products on this order contain per- and polyfluoroalkyl substances (PFAS). Valves, connections, and seals on the G1, G1 Facepiece, and M7 Facepiece are treated with Christo-Lube, a synthetic grease that contains PFAS to reduce the risk of parts sticking or becoming inoperable.

LN	QTY	UNT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	22	EA	G1 4500 SCBA MSA CUSTOM	G1 4500# FIRE SERVICE SCBA, AS BELOW: Your ATO: A-G1FS442MA2COLAR SYSTEM_PRESSURE 4 4500 PSIG CYLINDER_CONNECTION 4 CGA Quick Connect Remote Con HARNESS 2 Standard with Chest Strap CRADLE_TYPE M Metal Band LUMBAR_TYPE A Adjustable Swivel Lumbar Pad REGULATOR_TYPE 2 Solid Cover Left Shd. REGULATOR_HOSE_TYPE C Continuous EMERGENCY_BREATHING_SUPPORT 0 None SPEAKER_MODULE L Left Chest PASS A PASS Right Shoulder BATTERY_TYPE R Rechargeable	\$4,425.00	\$97,350.00
2	44	EA	10175709 MSA	45MIN 4500# G1 SCBA CYLINDER, WITH AIR, W/ QUICK CONNECT REMOTE CONNECTION	\$849.00	\$37,356.00

*rd. 160,629.00
 7-22-2020
 F Supp
 Capital Expenditure*

Ph: 206-822-2875
 TF: 800-426-6633
 Fax: 253-236-2987
 msaales@lncurtis.com
 DUNS#: 00-822-4163

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Northwest Division
 6507 South 208th Street
 Kent, WA. 98032
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 Invoice No. INV397870

LN	QTY	UNT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
3	4	EA	10161811 MSA	LARGE G1 FACEPIECE WITH LARGE NOSECUP, INCLUDES: * 4-POINT ADJUSTABLE CLOTH HEAD HARNESS * CLOTH NECKSTRAP * FIXED PUSH-TO-CONNECT REGULATOR CONNECTION * ATO NUMBER: A-G1FP-FL1L4C1 This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.	\$271.00	\$1,084.00
4	14	EA	10161810 MSA	MEDIUM G1 FACEPIECE WITH MEDIUM NOSECUP, INCLUDES: * 4-POINT ADJUSTABLE CLOTH HEAD HARNESS * CLOTH NECKSTRAP * FIXED PUSH-TO-CONNECT REGULATOR CONNECTION * ATO NUMBER: A-G1FP-FM1M4C1	\$271.00	\$3,794.00
5	4	EA	10161809 MSA	SMALL G1 FACEPIECE WITH SMALL NOSECUP, INCLUDES: * 4-POINT ADJUSTABLE CLOTH HEAD HARNESS * CLOTH NECKSTRAP * FIXED PUSH-TO-CONNECT REGULATOR CONNECTION * ATO NUMBER: A-G1FP-FS1S4C1 This product contains PFAS to reduce the risk of parts sticking or becoming inoperable.	\$271.00	\$1,084.00
6	6	EA	10148741-SP MSA	BATTERY PACK, G1, RECHARGEABLE	\$281.00	\$1,686.00
7	2	EA	10158385 MSA	G1 SCBA CHARGING STATION KIT	\$539.00	\$1,078.00
8	1	EA	10206313 MSA	UEBSS 2018 EDITION G1 RIT EXTENDAIRE II SYSTEM, MEDIUM FACEPIECE, REGULATOR, 6R QUICK-FILL HOSE, URC, QUICK-CONNECT	\$3,825.00	\$3,825.00
9	1	EA	10175710 MSA	60MIN 4500# G1 SCBA CYLINDER, WITH AIR, W/ QUICK CONNECT REMOTE CONNECTION	\$1,118.00	\$1,118.00

TERMS NET 30
 Service charge 1.5% per month added after 30 days

Subtotal	\$148,175.00
Tax Total	\$11,854.00
Transportation	\$0.00
Total	\$160,029.00
Total Payments	\$0.00
Total Due	\$160,029.00

Ph: 206-822-2875
 TF: 800-426-6633
 Fax: 253-236-2987
 wwwsales@lncurtis.com
 DUNS#: 00-822-4163

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Northwest Division
 8507 South 208th Street
 Kent, WA. 98032
 www.LNCURTIS.com
 Invoice No. INV395956

Invoice

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Grandview City Fire Department
 207 West 2nd Street
 Grandview WA 98930

SHIP TO:

Grandview City Fire Department
 207 W 2ND St
 Grandview WA 98930-1360

REMIT PAYMENT TO:
 L.N. Curtis and sons
 Dept. 34921
 P.O. Box 39000
 San Francisco, CA 94139

INVOICE NO.	SALES ORDER NO.	INVOICE DATE
INV395956	564005	06/10/2020

DATE DUE	FOB	TOTAL
07/10/2020	DEST	\$253.80

CUST ORDER/PO NO. 12560	ORDERING PARTY Chief Pat Mason	CUSTOMER NO. C32944	SALESPERSON Adam Sitton	ORDER CLASS G P O - F R - SCBA
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SPECIAL INSTRUCTIONS

Per State of Washington Senate Bill 6413, this serves as written notice that MSA products on this order contain per- and polyfluoroalkyl substances (PFAS). Valves, connections, and seals on the G1, G1 Facepiece, and M7 Facepiece are treated with Christo-Lube, a synthetic grease that contains PFAS to reduce the risk of parts sticking or becoming inoperable.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	EA	RBL20 TRUE NORTH	RED L-2 RIT BAG W/ IRON-CLOTH TECHNOLOGY & HEAT-SHIELD SKID PLATE	\$235.00	\$235.00

TERMS NET 30

Service charge 1.5% per month added after 30 days

Subtotal	\$235.00
Tax Total	\$18.80
Transportation	\$0.00
Total	\$253.80
Total Payments	\$0.00
Total Due	\$253.80

*pd. 253.80
 7-22-2020
 F Supp
 Capital Expenditures*

Ph: 208-622-2875
 TF: 800-426-6633
 Fax: 253-236-2997
 www.sales@lncurtis.com
 DUNS#: 00-922-4163

CURTIS

TOOLS FOR HEROES

Northwest Division
 6507 South 208th Street
 Kent, WA, 98032
 www.LNCURTIS.com
 Invoice No. INV417805

Invoice

SOLD TO:

Grandview City Fire Department
 207 West 2nd Street
 Grandview WA 98930

SHIP TO:

Grandview City Fire Department
 207 W 2ND St
 Grandview WA 98930-1360

REMIT PAYMENT TO:
 L.N. Curtis and sons
 Dept. 34921
 P.O. Box 39000
 San Francisco, CA 94139

INVOICE NO. SALES ORDER NO. INVOICE DATE
 INV417805 583303 08/27/2020

DATE DUE FOB TOTAL
 09/28/2020 SP \$1,081.21

CUST ORDER/PO NO. 12600	ORDERING PARTY Chief Pat Mason	CUSTOMER NO. C32944	SALESPERSON Adam Sitton	ORDER CLASS FR
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LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	3	EA	10148741-SP MSA	Battery pack, G1, rechargeable	\$330.00	\$990.00

TERMS NET 30

Service charge 1.5% per month added after 30 days

Subtotal	\$990.00
Tax Total	\$80.09
Transportation	\$11.12
Total	\$1,081.21
Total Payments	\$0.00
Total Due	\$1,081.21

INV # INV417805 TOTAL 1,081.21
 VNDR # 12079 PO # 12600
 ACCNT # _____ AMT _____
 001-038-0-594.22-64-03 1,081.21
 APPROVED Pat Mason

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

ITEM TITLE Resolution authorizing the Mayor to sign the Shorelands Shoreline Master Program Agreement No. SEASMP-1921-Grandv-00108 between the State of Washington Department of Ecology and the City of Grandview for the Shoreline Master Program	AGENDA NO.: New Business 4 (B) AGENDA DATE: October 13, 2020
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DEPARTMENT Planning	FUNDING CERTIFICATION (City Treasurer) (If applicable)
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DEPARTMENT HEAD REVIEW
 Anita Palacios, City Clerk 

CITY ADMINISTRATOR  **MAYOR** 

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

Shoreline Master Programs (SMPs) are local land-use policies and regulations that guide use of Washington shorelines. SMPs apply to both public and private uses for Washington's more than 28,000 miles of lake, stream, wetland, and marine shorelines. They protect natural resources for future generations, provide for public access to public waters and shores, and plan for water-dependent uses.

The Washington State Department of Ecology (DOE) reviews and approves SMPs for local governments and provides guidance and technical assistance to help governments develop their SMPs. DOE works with local governments to help create and update these SMPs to ensure they comply with the State Shoreline Management Act and State Shoreline Master Program Guidelines. More than 260 cities and counties have SMPs. They are an important tool for wise management of these precious and valuable areas.

The City's SMP is codified under Grandview Municipal Code Chapter 18.100 Shorelines.

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.

On July 12, 2019, the City received a letter from the DOE advising of the next rounds of periodic review of SMPs and offering the City a grant in the amount of \$16,800 to help fund the update.

On February 25, 2020, Council approved a Professional Service Agreement with the Yakima Valley Conference of Governments to update the City's Shoreline Master Program Plan.

The City applied for the grant funding and on September 24, 2020 was advised by DOE that the grant was approved.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Shorelands Shoreline Master Program Agreement No. SEASMP-1921-Grandv-00108 between the State of Washington Department of Ecology and the City of Grandview for the Shoreline Master Program to a regular Council meeting for consideration.

RESOLUTION NO. 2020-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE SHORELANDS SHORELINE MASTER
PROGRAM AGREEMENT NO. SEASMP-1921-GRANDV-00108 BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND THE CITY OF
GRANDVIEW FOR THE SHORELINE MASTER PROGRAM**

WHEREAS, the City of Grandview applied for and was awarded a Shorelands Shoreline Master Program financial assistance grant from the State of Washington Department of Ecology to fund the City's Shoreline Master Program periodic review; and,

WHEREAS, the City must execute Agreement No. SEASMP-1921-Grandv-00108 setting forth the terms and conditions and the regulations by which the City must comply in order to receive said grant,

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

The Mayor is hereby authorized to sign the Shorelands Shoreline Master Program Agreement No. SEASMP-1921-Grandv-00108 between the State of Washington Department of Ecology and the City of Grandview for the Shoreline Master Program periodic review in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Agreement No. SEASMP-1921-Grandv-00108

SHORELANDS SHORELINE MASTER PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF GRANDVIEW

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Grandview, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Shoreline Master Program – Periodic Review
Total Cost:	\$16,800.00
Total Eligible Cost:	\$16,800.00
Ecology Share:	\$16,800.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will conduct a periodic review of the Shoreline Master Program (SMP) that is developed in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (SMP Guidelines).

Project Long Description:

The purpose of the Shoreline Master Program periodic review is to (a) assure that the master program complies with applicable law and SMP Guidelines in effect at the time of the review, and (b) assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under chapter RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information, or improved data.

Agreement No: SEASMP-1921-Grandv-00108
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Grandview

Please note: Beyond the scope of this agreement, the RECIPIENT will continue the SMP formal adoption process as stated in the SMA and WAC 173-26. Work related to these activities and formal adoption by the local governing body is eligible for reimbursement under this grant, provided it is completed by June 30, 2021. The adoption process includes the activities shown below.

1. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

2. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

3. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

4. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

5. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

Overall Goal:

Periodic Review Checklist and final draft SMP amendment or Findings of Adequacy.

Agreement No: SEASMP-1921-Grandv-00108
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Grandview

RECIPIENT INFORMATION

Organization Name: City of Grandview

Federal Tax ID: 91-6001437

DUNS Number: 038520482

Mailing Address: 207 W 2nd Street
Grandview, WA 98930

Physical Address: 207 W 2nd Street
Grandview, Washington 98930

Organization Fax: (509) 882-3099

Contacts

Agreement No: SEASMP-1921-Grandv-00108
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Grandview

Project Manager	Anita Palacios City Clerk 207 W 2nd Street Grandview, Washington 98930 Email: anitap@grandview.wa.us Phone: (509) 882-9200
Billing Contact	Anita Palacios City Clerk 207 W 2nd Street Grandview, Washington 98930 Email: anitap@grandview.wa.us Phone: (509) 882-9200
Authorized Signatory	Cus Arteaga 207 W 2nd Street Grandview, Washington 98930 Email: carteaga@grandview.wa.us Phone: (509) 882-9200

State of Washington Department of Ecology
 Agreement No: SEASMP-1921-Grandv-00108
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Grandview

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Shorelands
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Shorelands
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Lennard Jordan</p> <p>1250 W Alder St. Union Gap, Washington 98903-0009 Email: lJOR461@ecy.wa.gov Phone: (509) 457-7125</p>
<p>Financial Manager</p>	<p>Cindy James</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 407-7421</p>

State of Washington Department of Ecology
Agreement No: SEASMP-1921-Grandv-00108
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Grandview

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Grandview

By: _____

By: _____

Gordon White Date

Cus Arteaga Date

Shorelands
Program Manager

Template Approved to Form by
Attorney General's Office

Agreement No: SEASMP-1921-Grandv-00108

Project Title: Shoreline Master Program – Periodic Review

Recipient Name: City of Grandview

Gloria Mendoza

Mayor

Date

SCOPE OF WORK

Task Number: 1 **Task Cost: \$1,968.00**

Task Title: 1. Project Oversight: Coordination, Management, and Administration

Task Description:

The RECIPIENT will provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, project management, and project administration.

A. The RECIPIENT will coordinate with ECOLOGY throughout the SMP review process. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.

B. The RECIPIENT will coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.

C. The RECIPIENT will conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

D. The RECIPIENT will submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report. Properly maintained project documentation.

Recipient Task Coordinator: Anita Palacios, City Clerk

1. Project Oversight: Coordination, Management, and Administration

Deliverables

Number	Description	Due Date
1.1	Progress reports are due quarterly.	
1.2	Recipient Close Out Report	06/30/2021

State of Washington Department of Ecology
 Agreement No: SEASMP-1921-Grandv-00108
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Grandview

SCOPE OF WORK

Task Number: 2 **Task Cost: \$1,440.00**

Task Title: 2. Secure Consultant Services, If Needed

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services

In accordance with the RECIPIENT or State of Washington procurement procedures, the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

If applicable, signed contract and sub-agreement with consultant(s).

Recipient Task Coordinator: Anita Palacios, City Clerk

2. Secure Consultant Services, If Needed

Deliverables

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL per the date in the Deliverable Due Dates form.	
2.2	Update in quarterly progress report.	

Agreement No: SEASMP-1921-Grandv-00108
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Grandview

SCOPE OF WORK

Task Number: 3 **Task Cost: \$1,066.00**

Task Title: 3. Public Participation

Task Description:

The RECIPIENT will:

A. Develop a Public Participation Plan

Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities

Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Anita Palacios, City Clerk

3. Public Participation

Deliverables

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL per the date in the Deliverable Due Dates form.	
3.2	Updates of public involvement activities in progress reports.	

Agreement No: SEASMP-1921-Grandv-00108
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Grandview

SCOPE OF WORK

Task Number: 4 Task Cost: \$10,276.00

Task Title: 4. Review Shoreline Master Program and Draft Revisions, If Needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

- 1. Review amendments to chapter 90.58 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.
- 2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program or Findings of Adequacy.
- 3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Findings of Adequacy

- 1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.
- 2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the initial staff review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Agreement No: SEASMP-1921-Grandv-00108
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Grandview

Recipient Task Coordinator: Anita Palacios, City Clerk

4. Review Shoreline Master Program and Draft Revisions, If Needed

Deliverables

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL per the date in the Deliverable Due Dates form.	
4.2	Initial draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL per the date in the Deliverable Due Dates form.	

Agreement No: SEASMP-1921-Grandv-00108
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Grandview

SCOPE OF WORK

Task Number: 5 **Task Cost: \$2,050.00**

Task Title: 5. Final Draft SMP or Findings of Adequacy

Task Description:

The RECIPIENT will:

A. Conduct public review process

Conduct a local public review process for the proposed Shoreline Master Program as provided in the SMA and WAC 173-26. Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies, or regulations with copies of any provisions adopted by reference. Where no changes are needed, the local process will include a formal Findings of Adequacy.

B. Assemble final draft amendment or Findings of Adequacy

Assemble a complete SMP final draft amendment in preparation for review and approval by the local jurisdictional governing body. Where the review determines that no changes are needed, the Recipient will prepare a formal Findings of Adequacy.

Task Goal Statement:

Complete a Shoreline Master Program final draft amendment or Findings of Adequacy.

Task Expected Outcome:

A Shoreline Master Program final draft amendment or Findings of Adequacy.

Recipient Task Coordinator: Anita Palacios, City Clerk

5. Final Draft SMP or Findings of Adequacy

Deliverables

Number	Description	Due Date
5.1	Updates of public review process activities in progress report.	
5.2	Submit an SMP final draft amendment or Findings of Adequacy, with relevant supporting documentation and a complete Periodic Review checklist. Upload to EAGL per the date in the Deliverable Due Dates form.	

Agreement No: SEASMP-1921-Grandv-00108
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 Recipient Name: City of Grandview

BUDGET

Funding Distribution EG210046

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Model Toxics Control Operating Account (MTFunding Type: Grant
 Funding Effective Date: 07/01/2019 Funding Expiration Date: 06/30/2021

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Operating Account (MTCOA)	Task Total
1. Project Oversight: Coordination, Management, and Administration	\$ 1,968.00
2. Secure Consultant Services, If Needed	\$ 1,440.00
3. Public Participation	\$ 1,066.00
4. Review Shoreline Master Program and Draft Revisions, If Needed	\$ 10,276.00
5. Final Draft SMP or Findings of Adequacy	\$ 2,050.00

Total: \$ 16,800.00

Agreement No: SEASMP-1921-Grandv-00108
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Grandview

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account (MTCOA)	0.00 %	\$ 0.00	\$ 16,800.00	\$ 16,800.00
Total		\$ 0.00	\$ 16,800.00	\$ 16,800.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Deliverable Due Date Form:

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these due dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

Document Accessibility Requirements (as described in the General Terms and Conditions of this Agreement: ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY):

For documents produced under this agreement intended to be published, posted, or hosted on ECOLOGY’s external web site, the RECIPIENT shall provide the documents in both their “native format” (such as Word, Excel, PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). The RECIPIENT will provide ECOLOGY the Accessibility Checker’s report. ECOLOGY will review the PDF Accessibility results and may request the RECIPIENT remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the RECIPIENT remedy any identified issues before acceptance of the document. For assistance concerning Accessibility, visit state of Washington, Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>).

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for

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 Recipient Name: City of Grandview

debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov <http://www.frs.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.frs.gov <http://www.frs.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in

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accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

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RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, <https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

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

ITEM TITLE Ordinance granting an Electric Utility Franchise and General Utility Easement to PacifiCorp	AGENDA NO.: New Business 4 (C) AGENDA DATE: October 13, 2020
DEPARTMENT Administration	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator 

CITY ADMINISTRATOR

  **MAYOR**

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

For many years, the City has granted PacifiCorp d.b.a. Pacific Power a franchise agreement to distribute electric power within the City. Pursuant to state law, a franchise is granted by an agreement for a 20-year term. The previous 20-year franchise agreement with Pacific Power was approved by Council on January 16, 2001 by Ordinance No. 1592 and will expire January 16, 2021.

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.

An electrical franchise, besides authorizing a utility to distribute power in the community, sets the rules for Pacific Power's use of City rights-of-way and determines the amount of the revenue paid to the City by the utility. RCW 35.21.860 eliminates the City's authority to impose a franchise fee on light and power, natural gas distribution, and telephone for the use of the City right-of-way. This same statute does however allow a utility tax to be charged and further states in RCW 35.21.865 a limit on the utility tax rate of 6% for the utilities providing light, power, natural gas, and telephone. For the year 2019, the City received approximately \$615,000 from Pacific Power.

ACTION PROPOSED

Move an Ordinance granting an Electric Utility Franchise and General Utility Easement to PacifiCorp to the next regular Council meeting for consideration.

ORDINANCE NO. 2020-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
GRANTING AN ELECTRIC UTILITY FRANCHISE AND
GENERAL UTILITY EASEMENT TO PACIFICORP**

WHEREAS, PacifiCorp d.b.a. Pacific Power, is a regulated public utility that provides electric power and energy to the citizens of the City of Grandview (the "City") and other surrounding areas;

WHEREAS, providing electrical power and energy requires the installation, operation and maintenance of power poles and other related facilities to be located within the public ways of the City;

WHEREAS, the City desires to set forth the terms and conditions by which PacifiCorp shall use the public ways of the City;

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

SECTION 1. Grant of Franchise and General Utility Easement. The City hereby grants to PacifiCorp the right, privilege and authority to construct, maintain, operate, upgrade, and relocate its electrical distribution and transmission lines and related appurtenances, including underground conduits and structures, poles, towers, wires, guy anchors, vaults, transformers, transmission lines, and communication lines (collectively referred to herein as "Electric Facilities") in, under, along, over and across the present and future streets, alleys, public ways and public places (collectively referred to herein as "Public Ways") within the City, for the purpose of supplying and transmitting electric power and energy to the inhabitants of the City and persons and corporations beyond the limits thereof.

SECTION 2. Term. The term of this Franchise and General Utility Easement is for twenty (20) years commencing on the date of acceptance by the Company as set forth in Section 3 below.

SECTION 3. Acceptance by PacifiCorp. Within sixty (60) days after the passage of this ordinance by the City, PacifiCorp shall file an unqualified written acceptance thereof, with the City Recorder otherwise the ordinance and the rights granted herein shall be null and void.

SECTION 4. Non-Exclusive Franchise. The right to use and occupy the Public Ways of the City shall be nonexclusive and the City reserves the right to use the Public Ways for itself or any other entity that provides service to City residences.

SECTION 5. City Regulatory Authority. In addition to the provision herein contained, the City reserves the right to adopt such additional ordinances and regulations as may

be deemed necessary in the exercise of its police power for the protection of the health, safety and welfare of its citizens and their properties or exercise any other rights, powers, or duties required or authorized, under the Constitution of the State of Washington, the laws of Washington or City Ordinances.

SECTION 6. Indemnification. The City shall in no way be liable or responsible for any loss or damage to property or any injury to, or death, of any person that may occur in the construction, operation or maintenance by PacifiCorp of its Electric Facilities. PacifiCorp shall indemnify, defend and hold the City harmless from and against claims, demands, liens and all liability or damage of whatsoever kind on account of PacifiCorp's use of the Public Ways within the City, and shall pay the costs of defense plus reasonable attorneys' fees for any claim, demand or lien brought thereunder. The City shall: (a) give prompt written notice to PacifiCorp of any claim, demand or lien with respect to which the City seeks indemnification hereunder; and (b) unless in the City's judgment a conflict of interest exists between the City and PacifiCorp with respect to such claim, demand or lien, permit PacifiCorp to assume the defense of such claim, demand, or lien with counsel satisfactory to City. If such defense is not assumed by PacifiCorp, PacifiCorp shall not be subject to liability for any settlement made without its consent. Notwithstanding any provision hereof to the contrary, PacifiCorp shall not be obligated to indemnify, defend or hold the City harmless to the extent any claim, demand or lien arises out of or in connection with any negligent or willful act or failure to act of the City or any of its officers or employees

SECTION 7. Annexation.

7.1 Extension of City Limits. Upon the annexation of any territory to the City, the rights granted herein shall extend to the annexed territory to the extent the City has such authority. All Electrical Facilities owned, maintained, or operated by PacifiCorp located within any public ways of the annexed territory shall thereafter be subject to all of the terms hereof.

7.2 Annexation. When any territory is approved for annexation to the City, the City shall, not later than ten (10) working days after passage of an ordinance approving the proposed annexation, provide by certified mail to PacifiCorp: (a) each site address to be annexed as recorded on county assessment and tax rolls; (b) a legal description of the proposed boundary change; and (c) a copy of the City's ordinance approving the proposed annexation. The notice shall be mailed to:

PacifiCorp Customer Contact Center
Attn: Annexations
P.O. Box 400
Portland, Oregon 97207-0400

With a copy to:
PacifiCorp
Attn: Office of the General Counsel
Suite 2000
825 N E Multnomah
Portland, Oregon 97232

Additional or increased fees or taxes, other than ad valorem taxes, imposed on PacifiCorp as a result of an annexation of territory to the City shall become effective on the effective date of the annexation if notice is given to PacifiCorp by certified mail not later than ten (10) working days after the effective date of the annexation. However, if notification of the effective date of the annexation is provided to PacifiCorp later than the tenth (10th) working day after the effective date of the annexation, the additional or increased fees or taxes will become effective on the date of the notification.

SECTION 8. Planning, Design, Construction and Installation of Company Facilities.

8.1 All Electrical Facilities installed or used under authority of this Franchise shall be used, constructed and maintained in accordance with applicable federal, state and city laws, codes and regulations.

8.2 Except in the case of an emergency, PacifiCorp shall, prior to commencing new construction or major reconstruction work in the public way or street or other public places, apply for a permit from the City which permit shall not be unreasonably withheld, conditioned, or delayed. PacifiCorp will abide by all applicable ordinances and all rules, regulations and requirements of the City, and the City may inspect the manner of such work and require remedies as may be necessary to assure compliance. Notwithstanding the foregoing, PacifiCorp shall not be obligated to obtain a permit to perform emergency repairs.

8.3 All Electric Facilities shall be located so as to cause minimum interference with the Public Ways of the City and shall be constructed, installed, maintained, cleared of vegetation, renovated or replaced in accordance with applicable rules, ordinances and regulations of the City.

8.4 If, during the course of work on its Electrical Facilities, PacifiCorp causes damage to or alters the Public Way or public property, PacifiCorp shall (at its own cost and expense and in a manner approved by the City) replace and restore it to a condition comparable to that which existed before the work commenced.

8.5 In addition to the installation of underground electric distribution lines as provided by applicable state law and regulations, PacifiCorp shall, upon payment of all charges provided in its tariffs or their equivalent, place newly constructed electric distribution lines underground as may be required by City ordinance.

8.6 The City shall have the right without cost to use all poles and suitable overhead structures owned by PacifiCorp within Public Ways for City wires used in connection with its fire alarms, police signal systems, or other communication lines used for governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose and shall not include the provision of CATV, internet, or similar services to the public. Provided further, that PacifiCorp shall assume no liability nor shall it incur, directly or indirectly, any additional expense in connection therewith, and the use of said poles and structures by the City shall be in such a manner as to prevent safety hazards or interferences with PacifiCorp's use of same. Nothing herein shall be construed to require PacifiCorp to increase pole size, or alter the manner in which PacifiCorp attaches its equipment to poles, or alter the manner in which it operates and maintains its Electric Facilities. City attachments shall be installed and maintained in accordance with the reasonable requirements of PacifiCorp and the current edition of the National Electrical Safety Code pertaining to such construction. Further, City attachments shall be attached or installed only after written approval by PacifiCorp.

8.7 PacifiCorp shall have the right to excavate the Public Ways subject to conditions and requirements of the City. Before installing new underground conduits or replacing existing underground conduits, PacifiCorp shall first notify the City of such work and shall allow the City, at its own expense, to share the trench of PacifiCorp to lay its own conduit therein, provided that such action by the City will not unreasonably interfere with PacifiCorp's Electric Facilities or delay project completion.

8.8 Before commencing any street improvements or other work within a Public Way that may affect PacifiCorp's Electric Facilities, the City shall give written notice to PacifiCorp.

8.9 No structures, buildings or signs shall be erected below PacifiCorp's facilities or in a location that prevents PacifiCorp from accessing or maintaining its facilities.

8.10 PacifiCorp shall provide the City with a report of all new services created within City boundaries on an annual basis during the term of this Franchise. The City shall provide written confirmation of the accuracy of the report and/or any corrections thereto to PacifiCorp within a reasonable time following receipt of the report.

SECTION 9. Relocation of Electric Facilities.

9.1 The City reserves the right to require PacifiCorp to relocate overhead Electric Facilities within the Public Ways in the interest of public convenience, necessity, health, safety or welfare at no cost to the City. Within a reasonable period of time after written notice, PacifiCorp shall promptly commence the overhead relocation of its Electrical Facilities. Before requiring a relocation of Electric Facilities, the City shall, with the assistance and consent of PacifiCorp, identify a reasonable alignment for the relocated Electric Facilities within the Public Ways of the City. The City shall assign or

otherwise transfer to Company all right it may have to recover the cost for the relocation work and shall support the efforts of PacifiCorp to obtain reimbursement.

In cases of capital improvement projects undertaken by the City, PacifiCorp shall convert existing overhead distribution facilities to underground, so long as PacifiCorp is allowed to collect the costs associated with conversion from overhead to underground distribution facilities consistent with Washington Utility and Transportation Commission rules on forced conversions.

9.2 PacifiCorp shall not be obligated to pay the cost of any relocation that is required or made a condition of a private development. If the removal or relocation of facilities is caused directly or otherwise by an identifiable development of property in the area, or is made for the convenience of a customer, PacifiCorp may charge the expense of removal or relocation to the developer or customer. For example, PacifiCorp shall not be required to pay relocation costs in connection with a road widening or realignment where the road project is made a condition or caused by a private development. In such event, the City shall require the developer to pay PacifiCorp for such relocation costs as part of its approval procedures.

SECTION 10. Subdivision Plat Notification. Before the City approves any new subdivision and before recordation of the plat, the City shall mail notification of such approval and a copy of the plat to PacifiCorp:

Pacific Power
Attn: Estimating Department
500 North Keys Road
Yakima, WA 98901

SECTION 11. Business and Occupation Tax. PacifiCorp shall pay to the City a Business and Occupation Tax in accordance with the provisions of Chapter 3.60 of the Grandview Municipal Code.

SECTION 12. Vegetation Management. PacifiCorp or its contractor may prune all trees and vegetation which overhang the Public Ways, whether such trees or vegetation originate within or outside the Public Ways, to prevent the branches or limbs or other part of such trees or vegetation from interfering with PacifiCorp's Electrical Facilities. Such pruning shall comply with the *American National Standard for Tree Care Operation (ANSI A300)* and be conducted under the direction of an arborist certified with the International Society of Arboriculture. A growth inhibitor treatment may be used for trees and vegetation species that are fast-growing and problematic. Nothing contained in this Section shall prevent PacifiCorp, when necessary and with the approval of the owner of the property on which they may be located, from cutting down and removing any trees which overhang streets.

SECTION 13. Renewal. At least 120 days prior to the expiration of this Franchise, PacifiCorp and the City either shall agree to extend the term of this Franchise for a mutually acceptable period of time or the parties shall use best faith efforts to

renegotiate a replacement Franchise. PacifiCorp shall have the continued right to use the Public Ways of the City as set forth herein in the event an extension or replacement Franchise is not entered into upon expiration of this Franchise.

SECTION 14. No Waiver. Neither the City nor PacifiCorp shall be excused from complying with any of the terms and conditions of this Franchise by any failure of the other, or any of its officers, employees, or agents, upon any one or more occasions to insist upon or to seek compliance with any such terms and conditions.

SECTION 15. Transfer of Franchise. PacifiCorp shall not transfer or assign any rights under this Franchise to another entity, except transfers and assignments by operation of law, unless the City shall first give its approval in writing, which approval shall not be unreasonably withheld; provided, however, inclusion of this Franchise as property subject to the lien of PacifiCorp's mortgage(s) shall not constitute a transfer or assignment.

SECTION 16. Amendment. At any time during the term of this Franchise, the City, through its City Council, or PacifiCorp may propose amendments to this Franchise by giving thirty (30) days written notice to the other of the proposed amendment(s) desired, and both parties thereafter, through their designated representatives, will, within a reasonable time, negotiate in good faith in an effort to agree upon mutually satisfactory amendment(s). No amendment or amendments to this Franchise shall be effective until mutually agreed upon by the City and PacifiCorp and formally adopted as an ordinance amendment.

SECTION 17. Non-Contestability--Breach of Contract.

17.1 Neither the City nor PacifiCorp will take any action for the purpose of securing modification of this Franchise before either the Washington Utility and Transportation Commission or any Court of competent jurisdiction; provided, however, that neither shall be precluded from taking any action it deems necessary to resolve difference in interpretation of the Franchise nor shall PacifiCorp be precluded from seeking relief from the Courts in the event Washington Utility and Transportation Commission orders, rules or regulations conflict with or make performance under the Franchise illegal.

17.2 In the event PacifiCorp or the City fails to fulfill any of their respective obligations under this Franchise, the City, or PacifiCorp, whichever the case may be, will have a breach of contract claim and remedy against the other in addition to any other remedy provided by law, provided that no remedy which would have the effect of amending the specific provisions of this Franchise shall become effective without such action which would be necessary to formally amend the Franchise.

SECTION 18. Notices. Unless otherwise specified herein, all notices from PacifiCorp to the City pursuant to or concerning this Franchise shall be delivered to the City Recorder's Office. Unless otherwise specified herein, all notices from the City to

PacifiCorp pursuant to or concerning this Franchise shall be delivered to the Customer and Community Affairs Vice President, Pacific Power, 825 NE Multnomah, Lloyd Center Tower Suite 2000, Portland, Oregon 97232, and such other office as PacifiCorp may advise the City of by written notice.

SECTION 19. Severability. If any section, sentence, paragraph, term or provision hereof is for any reason determined to be illegal, invalid, or superseded by other lawful authority including any state or federal regulatory authority having jurisdiction thereof or unconstitutional, illegal or invalid by any court of common jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise or any renewal or renewals thereof.

SECTION 20. Waiver of Jury Trial. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

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

ITEM TITLE Ordinance amending the 2020 Annual Budget	AGENDA NO.: New Business 4 (D) AGENDA DATE: October 13, 2020
DEPARTMENT City Treasurer	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW
Matthew Cordray, City Treasurer 

CITY ADMINISTRATOR 	MAYOR 
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ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)
Staff monitoring and review of fund and department budgets has identified numerous budget accounts to be amended. The amendment is mostly in response to COVID-19 revenues and expenditures. The amendment also includes a new contract with NaviRetail as well as labor negotiations. An ordinance will be prepared to provide for the amending of the 2020 Annual Budget to accommodate the changes in sources and uses.

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.

- By Fund the highlights of the budget changes are:
- CURRENT EXPENSE FUND:** Increase revenues for Commerce CARES Grant and Contribution from the Port of Grandview. Increase appropriations for COVID-19 related expenditures, small business grants, website/social media archiving, labor negotiations and NaviRetail recruitment services. Net effect is a decrease in estimated ending fund balance.
 - EMS FUND:** Increase revenues for Commerce CARES Grant. Increase appropriations for COVID-19 related expenditures. Net effect is an increase to estimated ending fund balance.
 - YAKIMA CO. LAW & JUSTICE TAX FUND:** Increase revenues for Commerce CARES Grant. Increase appropriations for COVID-19 related expenditures. No effect to estimated ending fund balance.
 - STREET FUND:** Increase revenues for Commerce CARES Grant. Increase appropriations for COVID-19 related expenditures. No effect to estimated ending fund balance.
 - CEMETERY FUND:** Increase revenues for Commerce CARES Grant. Increase appropriations for COVID-19 related expenditures. No effect to estimated ending fund balance.
 - WATER FUND:** Increase revenues for Commerce CARES Grant. Increase appropriations for COVID-19 related expenditures. Net effect is an increase to estimated ending fund balance.

SEWER FUND: Increase revenues for Commerce CARES Grant. Increase appropriations for COVID-19 related expenditures. Net effect is an increase to estimated ending fund balance.

IRRIGATION FUND: Increase revenues for Commerce CARES Grant. Increase appropriations for COVID-19 related expenditures. No effect to estimated ending fund balance.

SOLID WASTE FUND: Increase revenues for Commerce CARES Grant. Increase appropriations for COVID-19 related expenditures. No effect to estimated ending fund balance.

ACTION PROPOSED

Move Ordinance amending the 2020 Annual Budget to the next regular Council meeting for consideration.

Ordinance No. 2020-X

to Sue 10/28/2020 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
001 000 000 308 80 00 00	Current Expense Fund Beginning Fund Balance	1,360,960		1,360,960	
001 000 000 333 21 01 90	Commerce CARES Grant		423,000		Reimbursement for COVID-19 expenses & business grants Port's contribution towards CARES business grants
001 000 000 367 11 03 00	Contributions - Port of Grandview		50,000		
	Revenues/Sources	5,661,840		6,134,840	
	Current Exp. Fund Total	7,022,800	473,000	7,495,800	
001 001 000 511 60 31 01	COVID-19 Office Supplies		4,500		Legislative Meetings needing to take place virtually Computers for Council Reimburse Grandview businesses for COVID expenses Community Support Information Labor negotiations General Facilities (City Hall) Police Patrol Police Corrections Police Communications Fire Suppression Fire Suppression Facilities Retail Recruitment services for Oct 2020-Sept 2021 Library Parks Maintenance Bringing Museum Memorial to actual balance
001 001 000 511 60 49 01	Miscellaneous - COVID-19		500		
001 001 000 594 11 64 01	COVID-19 Electronic Upgrades		15,000		
001 002 000 518 63 00 00	Small Business Grants - COVID-19		418,000		
001 002 000 557 20 41 02	Website/Social Media Archiving		6,000		
001 015 000 515 41 41 02	City Attorney - Labor Negotiations		13,800		
001 025 000 518 30 31 01	COVID-19 Office Supplies		100		
001 032 000 521 22 31 01	COVID-19 Office Supplies		2,500		
001 034 000 523 60 31 01	COVID-19 Office Supplies		1,500		
001 035 000 528 80 31 01	COVID-19 Office Supplies		500		
001 038 000 522 20 35 01	COVID-19 Small Tools & Equipment		800		
001 038 000 522 51 31 01	COVID-19 Office Supplies		200		
001 062 000 558 70 41 05	Nav/Retail - Retail Recruitment		37,000		
001 075 000 572 20 31 01	COVID-19 Office Supplies		3,000		
001 082 000 576 80 31 01	COVID-19 Office Supplies		400		
001 085 010 508 80 00 00	Ending Fund Bal - Museum Memorial Fund		500	6,983,710	
	Expenditures/Uses	6,479,410			
001 099 000 508 80 00 00	Ending Fund Balance	543,390	(31,300)	512,090	
	Current Exp. Fund Total	7,022,800	473,000	7,495,800	

Ordinance No. 2020-X

to Sue 10/28/2020 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
105 000 000 308 10 00 01	Emergency Medical Svcs Fund Beginning Fund Balance - Reserved	176,420		176,420	
105 000 000 333 21 01 90	Commerce CARES Grant Revenues/Sources	159,400	33,000	192,400	Reimbursement for COVID-19 expenses
E.M.S. Fund Total		335,820	33,000	368,820	
105 000 047 522 20 31 01	COVID-19 Office Supplies Expenditures/Uses	333,860	500	334,360	COVID-19 expenses
105 000 099 508 10 00 01	Ending Fund Balance - Reserved E.M.S. Fund Total	1,960	32,500	34,460	
E.M.S. Fund Total		335,820	33,000	368,820	
106 000 000 308 10 00 00	Yakima Co. Law & Jstc Tax Beginning Fund Balance - Reserved	233,890		233,890	
106 000 000 333 21 01 90	Commerce CARES Grant Revenues/Sources	303,000	200	303,200	Reimbursement for COVID-19 expenses
Yakima Co. LJ Fund Total		536,890	200	537,090	
106 000 000 521 20 31 01	COVID-19 Office Supplies Expenditures/Uses	371,100	200	371,300	COVID-19 expenses
106 000 099 508 10 00 00	Ending Fund Balance - Reserved Yakima Co. LJ Fund Total	165,790	-	165,790	
Yakima Co. LJ Fund Total		536,890	200	537,090	

to Sue 10/28/2020 - mc

Ordinance No. 2020-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
410 000 000 308 80 00 00	Water Fund Beginning Fund Balance	11,899,540		11,899,540	
410 000 000 333 21 01 90	Commerce CARES Grant		39,000		
410 000 000 341 70 00 00	Sale of Pipe, Etc.		(5)		
	Revenues/Sources	2,571,005		2,610,000	Reimbursement for COVID-19 expenses Move item from Water to Sewer
	Water Fund Total	14,470,545	38,995	14,509,540	
410 000 033 534 80 31 01	COVID-19 Office Supplies		1,000		
	Expenditures/Uses	7,925,735		7,926,735	COVID-19 expenses
410 000 099 508 80 00 00	Ending Fund Balance	6,544,810	37,995	6,582,805	
	Water Fund Total	14,470,545	38,995	14,509,540	
415 000 000 308 80 00 00	Sewer Fund Beginning Fund Balance				
415 000 000 333 21 01 90	Commerce CARES Grant		6,000		
415 000 000 341 70 00 00	Sale of Pipe, Etc.		5		
	Revenues/Sources	13,721,845		13,727,850	Reimbursement for COVID-19 expenses Move item to Sewer from Water
	Sewer Fund Total	13,721,845	6,005	13,727,850	
415 000 034 535 80 31 01	COVID-19 Office Supplies		1,000		
415 000 035 535 80 31 01	COVID-19 Office Supplies		1,000		
	Expenditures/Uses	7,834,280		7,836,280	COVID-19 expenses COVID-19 expenses
415 000 099 508 80 00 00	Ending Fund Balance	5,887,565	4,005	5,891,570	
	Sewer Fund Total	13,721,845	6,005	13,727,850	

Ordinance No. 2020-X

to Sue 10/28/2020 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
110 000 000 308 80 00 00	Street Fund Beginning Fund Balance	395,690		395,690	
110 000 000 333 21 01 90	Commerce CARES Grant		500		Reimbursement for COVID-19 expenses
	Revenues/Sources	940,500		941,000	
	Street Fund Total	1,336,190	500	1,336,690	
110 000 010 542 30 31 01	COVID-19 Office Supplies		300		Roadway
110 000 060 542 90 31 01	COVID-19 Office Supplies		200		Maintenance Overhead
	Expenditures/Uses	1,150,990		1,151,490	
110 000 099 508 80 00 00	Ending Fund Balance	185,200	-	185,200	
	Street Fund Total	1,336,190	500	1,336,690	
130 000 000 308 80 00 00	Cemetery Fund Beginning Fund Balance	135,230		135,230	
130 000 000 333 21 01 90	Commerce CARES Grant		300		Reimbursement for COVID-19 expenses
	Revenues/Sources	156,300		156,600	
	Cemetery Fund Total	291,530	300	291,830	
130 000 010 536 20 31 01	COVID-19 Office Supplies		300		COVID-19 expenses
	Expenditures/Uses	232,950		233,250	
130 000 099 508 80 00 00	Ending Fund Balance	58,580	-	58,580	
	Cemetery Fund Total	291,530	300	291,830	

to Sue 10/28/2020 - mc Ordinance No. 2020-X

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
420 000 000 308 80 00 00	Irrigation Fund Beginning Fund Balance	173,985		173,985	
420 000 000 333 21 01 90	Commerce CARES Grant Revenues/Sources	497,200	1,000	498,200	Reimbursement for COVID-19 expenses
	Irrigation Fund Total	671,185	1,000	672,185	
420 000 010 539 20 31 01	COVID-19 Office Supplies Expenditures/Uses	563,640	1,000	564,640	COVID-19 expenses
420 000 099 508 80 00 00	Ending Fund Balance Irrigation Fund Total	107,545 671,185	- 1,000	107,545 672,185	
430 000 000 308 80 00 00	Solid Waste Fund Beginning Fund Balance	665,265		665,265	
430 000 000 333 21 01 90	Commerce CARES Grant Revenues/Sources	1,170,930	1,000	1,171,930	Reimbursement for COVID-19 expenses
	Solid Waste Fund Total	1,836,195	1,000	1,837,195	
430 000 010 537 80 31 01	COVID-19 Office Supplies Expenditures/Uses	1,138,440	1,000	1,139,440	COVID-19 expenses
430 000 099 508 80 00 00	Ending Fund Balance Solid Waste Fund Total	697,755 1,836,195	- 1,000	697,755 1,837,195	

ORDINANCE NO. 2020-_____

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2020 ANNUAL BUDGET**

WHEREAS, the original 2020 estimated beginning fund balances and revenues do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in the funds; and

WHEREAS, there are sufficient sources within the funds to meet the anticipated expenditures.

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

Section 1. That the 2020 annual budget be amended to reflect the changes presented in Exhibit A.

Section 2. That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

Section 3. 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 _____, 2020.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION:
EFFECTIVE:

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
Current Expense Fund					
Original 2020 Budget	1,360,960	5,661,840	6,479,410	543,390	7,022,800
Amendment Amount		473,000	504,300	(31,300)	473,000
Amended Total	1,360,960	6,134,840	6,983,710	512,090	7,495,800
E.M.S. Fund					
Original 2020 Budget	176,420	159,400	333,860	1,960	335,820
Amendment Amount		33,000	500	32,500	33,000
Amended Total	176,420	192,400	334,360	34,460	368,820
Yakima Co. Law & Justice Tax					
Original 2020 Budget	233,890	303,000	371,100	165,790	536,890
Amendment Amount		200	200	-	200
Amended Total	233,890	303,200	371,300	165,790	537,090
Street Fund					
Original 2020 Budget	395,690	940,500	1,150,990	185,200	1,336,190
Amendment Amount		500	500	-	500
Amended Total	395,690	941,000	1,151,490	185,200	1,336,690
Cemetery Fund					
Original 2020 Budget	135,230	156,300	232,950	58,580	291,530
Amendment Amount		300	300	-	300
Amended Total	135,230	156,600	233,250	58,580	291,830
Water Fund					
Original 2020 Budget	11,899,540	2,571,005	7,925,735	6,544,810	14,470,545
Amendment Amount		38,995	1,000	37,995	38,995
Amended Total	11,899,540	2,610,000	7,926,735	6,582,805	14,509,540
Sewer Fund					
Original 2020 Budget	-	13,721,845	7,834,280	5,887,565	13,721,845
Amendment Amount		6,005	2,000	4,005	6,005
Amended Total	-	13,727,850	7,836,280	5,891,570	13,727,850
Irrigation Fund					
Original 2020 Budget	173,985	497,200	563,640	107,545	671,185
Amendment Amount		1,000	1,000	-	1,000
Amended Total	173,985	498,200	564,640	107,545	672,185
Solid Waste Fund					
Original 2020 Budget	665,265	1,170,930	1,138,440	697,755	1,836,195
Amendment Amount		1,000	1,000	-	1,000
Amended Total	665,265	1,171,930	1,139,440	697,755	1,837,195



PRESS RELEASE

City of Grandview Small Business Grants – Round 2

For immediate release:

The City of Grandview has dedicated an additional \$60,000 in funding for small business assistance with no repayment requirements.

City of Grandview businesses are able to apply for up to \$5,000 to be used for expenses such as business rent/mortgage, business utilities, and business insurance expenses that were incurred on or after March 27, 2020.

To be eligible, the business must:

- Be a for-profit business
- Have a physical location in the city limits of the City of Grandview or within the Grandview Port District boundary
- Have been in operation for at least one year
- Have ten (10) or fewer employees, including owner(s)
- Have had to close or reduce its capacity to operate due to COVID-19

The application cycle for this grant program will open on Monday, October 19, 2020. To have an application considered in the first ranking and awards, it must be submitted by 5:00 p.m. on Monday, November 9, 2020.

Businesses will need to submit their business license with the application. Businesses are able to find more information on how to apply at www.grandview.wa.us.

The Yakima County Development Association (YCDA) is assisting the City and Port with administering the application process. If the business owner has questions or needs help completing the application, they can make an appointment to meet YCDA staff for assistance by calling (509) 575-1140.

This program is funded through the Coronavirus Relief Funds for Local Governments. Funds are available on a limited basis. Please note that submitting an application does not guarantee a grant award.