

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, AUGUST 23, 2016**



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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CITIZEN PARTICIPATION** – The public may address the Council on items on the agenda.
- 4. NEW BUSINESS**
 - A. Ordinance No. 2016-13 amending the 2016 Annual Budget 1-15
 - B. Ordinance No. 2016-14 vacating Circle Park 16-20
 - C. Resolution No. 2016-36 authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District 21-28
 - D. Resolution No. 2016-37 authorizing the Mayor to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students 29-34
 - E. Resolution No. 2016-38 declaring certain City property as surplus and authorizing disposal by public auction, sale or trade 35-36
 - F. Legal Newspaper – Daily Sun News (Councilmember Brewer) 37-59
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

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

ITEM TITLE	AGENDA NO.: New Business 4 (A)
Ordinance No. 2016-13 amending the 2016 Annual Budget	AGENDA DATE: August 23, 2016
VISION 2021	FUNDING CERTIFICATION (City Treasurer) (If applicable)
MISSION - ...to create a FINANCIALLY SUSTAINABLE CITY	

DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer 

CITY ADMINISTRATOR  **MAYOR** 

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

This budget amendment encompasses items that have been previously discussed and approved at prior Committee of the Whole and/or Council meetings. They include increases to non-union employee salaries, in kind contribution for a disc golf expansion and engineering fees to complete two TIB applications for 5th Street (Larson to Hillcrest) and (Hillcrest to Euclid). The remaining two items are for a Wal-Mart Grant that was received and used for electrical upgrades at the Museum and closing out the TBD Fund after the City assumed the rights to the TBD at the end of 2015.

Ordinance No. 2016-13 attached provides for the amending of the 2016 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 to Museum contributions from Wal-Mart grant. Appropriations for non-union salary increases, disc golf expansion and museum electrical upgrades. Net effect is a decrease to **Estimated Ending Fund Balance**.
 - EMS FUND:** Appropriations for non-union salary increases results in a decrease to **Estimated Ending Fund Balance**.
 - STREET FUND:** Increase in revenues for License Tab Fees, Investment Interest and funds from the close out of the TBD Fund along with Port of Grandview contribution to Wallace Way restriping. Appropriations for West 5th Street engineering fees, non-union salary increases and closing out TBD fund. Net effect is an increase to the **Estimated Ending Fund Balance**.

CEMETERY FUND: Appropriations for non-union salary increases results in a decrease to **Estimated Ending Fund Balance.**

WATER/SEWER FUND: Appropriations for non-union salary increases results in a decrease to **Estimated Ending Fund Balance.**

IRRIGATION FUND: Appropriations for non-union salary increases results in a decrease to **Estimated Ending Fund Balance.**

SOLID WASTE FUND: Appropriations for non-union salary increases results in a decrease to **Estimated Ending Fund Balance.**

EQUIPMENT RENTAL FUND: Appropriations for non-union salary increases results in a decrease to **Estimated Ending Fund Balance.**

TBD FUND: Decrease in revenues for License Tab Fees, Investment Interest and funds from the close out of the TBD Fund. Decrease in appropriations for closing out TBD fund. Net effect is a decrease to the **Estimated Ending Fund Balance.**

ACTION PROPOSED

Move Ordinance No. 2016-13 amending the 2016 Annual Budget to the regular Council meeting agenda for consideration.

ORDINANCE NO. 2016-13

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2016 ANNUAL BUDGET**

WHEREAS, the original 2016 estimated beginning fund balances and revenues in numerous funds do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in numerous 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 2016 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 August 23, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 8/24/16
EFFECTIVE: 8/29/16

Exhibit A - Ordinance No. 2016-13

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Current Expense Fund					
Original 2016 Budget	1,863,025	5,095,390	5,887,170	1,071,245	6,958,415
Amendment Amount	-	2,500	44,250	(41,750)	2,500
Amended Total	1,863,025	5,097,890	5,931,420	1,029,495	6,960,915

EMS Fund					
Original 2016 Budget	190,350	127,300	138,680	178,970	317,650
Amendment Amount	-	-	3,045	(3,045)	-
Amended Total	190,350	127,300	141,725	175,925	317,650

Street Fund					
Original 2016 Budget	217,340	1,063,400	1,087,520	193,220	1,280,740
Amendment Amount	-	278,580	153,360	125,220	278,580
Amended Total	217,340	1,341,980	1,240,880	318,440	1,559,320

Cemetery Fund					
Original 2016 Budget	77,670	137,550	152,060	63,160	215,220
Amendment Amount	-	-	850	(850)	-
Amended Total	77,670	137,550	152,910	62,310	215,220

Water/Sewer Fund					
Original 2016 Budget	5,591,670	6,538,085	5,934,755	6,195,000	12,129,755
Amendment Amount	-	-	23,790	(23,790)	-
Amended Total	5,591,670	6,538,085	5,958,545	6,171,210	12,129,755

Irrigation Fund					
Original 2016 Budget	247,395	445,200	504,730	187,865	692,595
Amendment Amount	-	-	2,895	(2,895)	-
Amended Total	247,395	445,200	507,625	184,970	692,595

Solid Waste Fund					
Original 2016 Budget	412,140	1,079,400	1,090,940	400,600	1,491,540
Amendment Amount	-	-	2,895	(2,895)	-
Amended Total	412,140	1,079,400	1,093,835	397,705	1,491,540

Equipment Rental Fund					
Original 2016 Budget	2,118,185	542,000	435,655	2,224,530	2,660,185
Amendment Amount	-	-	250	(250)	-
Amended Total	2,118,185	542,000	435,905	2,224,280	2,660,185

TBD Fund					
Original 2016 Budget	120,915	150,200	145,910	125,205	271,115
Amendment Amount	-	(271,080)	(145,910)	(125,170)	(271,080)
Amended Total	120,915	(120,880)	-	35	35

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to Sue 8/24/2016 - mc

Ordinance No. 2016-13

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	1,863,025	-	1,863,025	
001 000 000 367 11 45 00	Contributions to Museum			2,500	5,097,890	Walmart Grant - Additional electrical upgrades
	Revenues/Sources		5,095,390			
	Current Exp. Fund Total		6,958,415	2,500	6,960,915	
001 006 000 513 10 11 00	Regular Salaries & Wages			5,750		Non union salary increases
001 006 000 513 10 14 00	Longevity			230		Non union salary increases
001 006 000 513 10 21 00	Social Security			440		Non union salary increases
001 006 000 513 10 22 00	Retirement			650		Non union salary increases
001 008 000 514 30 11 00	Regular Salaries & Wages			2,550		Non union salary increases
001 008 000 514 30 14 00	Longevity			100		Non union salary increases
001 008 000 514 30 21 00	Social Security			195		Non union salary increases
001 008 000 514 30 22 00	Retirement			285		Non union salary increases
001 009 000 514 22 11 00	Regular Salaries & Wages			1,000		Non union salary increases
001 009 000 514 22 22 00	Retirement			115		Non union salary increases
001 020 000 518 10 11 00	Regular Salaries & Wages			2,250		Non union salary increases
001 020 000 518 10 21 00	Social Security			175		Non union salary increases
001 020 000 518 10 22 00	Retirement			250		Non union salary increases
001 030 000 521 10 11 00	Regular Salaries & Wages			4,000		Non union salary increases
001 030 000 521 10 14 00	Longevity			160		Non union salary increases
001 030 000 521 10 21 00	Social Security			310		Non union salary increases
001 030 000 521 10 22 00	Retirement			210		Non union salary increases



001 037 000 522 10 11 00	Regular Salaries & Wages	4,000	Non union salary increases
001 037 000 522 10 14 00	Longevity	160	Non union salary increases
001 037 000 522 10 21 00	Social Security	310	Non union salary increases
001 037 000 522 10 22 00	Retirement	210	Non union salary increases
001 038 000 522 20 11 00	Regular Salaries & Wages	8,000	Non union salary increases
001 038 000 522 20 14 00	Longevity	320	Non union salary increases
001 038 000 522 20 21 00	Social Security	620	Non union salary increases
001 038 000 522 20 22 00	Retirement	420	Non union salary increases
001 058 000 569 00 11 00	Regular Salaries & Wages	100	Non union salary increases
001 060 000 558 60 11 00	Regular Salaries & Wages	1,725	Non union salary increases
001 060 000 558 60 11 00	Social Security	135	Non union salary increases
001 060 000 558 60 11 00	Retirement	195	Non union salary increases
001 062 000 558 70 11 00	Regular Salaries & Wages	650	Non union salary increases
001 075 000 572 20 11 00	Regular Salaries & Wages	3,200	Non union salary increases
001 075 000 572 20 14 00	Longevity	130	Non union salary increases
001 075 000 572 20 21 00	Social Security	245	Non union salary increases
001 075 000 572 20 22 00	Retirement	360	Non union salary increases
001 080 010 575 20 11 00	Regular Salaries & Wages	800	Non union salary increases
001 082 000 576 80 11 02	Regular Salaries & Wages	700	Disc golf expansion
001 082 000 576 80 21 00	Social Security	25	Disc golf expansion
001 082 000 576 80 22 00	Retirement	35	Disc golf expansion
001 082 000 576 80 23 00	Workman's Compensation	35	Disc golf expansion
001 082 000 576 80 24 00	Medical/Life Insurance	205	Disc golf expansion
001 082 000 576 80 31 00	Office & Operating Supplies	500	Disc golf expansion
001 085 000 575 30 47 00	Public Utility Services	2,500	Additional electrical upgrades
	Expenditures/Uses	5,887,170	
001 099 000 508 80 00 00	Ending Fund Balance	1,071,245	(41,750)
	Current Exp. Fund Total	6,958,415	2,500
			1,029,495
			6,960,915



to Sue 8/24/2016 - mc

Ordinance No. 2016-13

Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
105 000 000 308 80 00 00	190,350		190,350	
Emergency Medical Svcs Fund				
Beginning Fund Balance	190,350		190,350	
Revenues/Sources				
E.M.S. Fund Total	317,650	-	317,650	
105 000 047 522 20 11 00		2,600		Non union salary increases
105 000 047 522 20 14 00		105		Non union salary increases
105 000 047 522 20 21 00		200		Non union salary increases
105 000 047 522 20 22 00		140		Non union salary increases
Expenditures/Uses				
Regular Salaries & Wages		2,600		
Longevity		105		
Social Security		200		
Retirement		140		
Expenditures/Uses	138,680		141,725	
Ending Fund Balance	178,970	(3,045)	175,925	
E.M.S. Fund Total	317,650	-	317,650	
Yakima Co. Law & Jstc Tax				
106 000 000 308 80 00 00	132,825		132,825	
Beginning Fund Balance				
Revenues/Sources				
Yakima Co. LJ Fund Total	402,975	-	402,975	
Expenditures/Uses				
Ending Fund Balance	122,275		122,275	
Yakima Co. LJ Fund Total	402,975	-	402,975	

Ordinance No. 2016-13

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Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
Street Fund				
110 000 000 308 80 00 00	217,340		217,340	
110 000 000 317 60 00 00		150,000		City assumed TBD, close out TBD fund
110 000 000 361 11 00 00		200		City assumed TBD, close out TBD fund
110 000 000 367 40 02 00		7,500		Part of Grandview contribution
110 000 000 369 50 00 00		120,880		City assumed TBD, close out TBD fund
Revenues/Sources	1,063,400		1,341,980	
Street Fund Total	1,280,740	278,580	1,559,320	
110 000 010 542 30 41 00		5,000		West 5th Street engineering fees
110 000 060 542 90 11 01		1,200		Non union salary increases
110 000 060 542 90 11 02		1,000		Non union salary increases
110 000 060 542 90 22 00		250		Non union salary increases
110 000 070 542 30 11 00		3,000		City assumed TBD, close out TBD fund
110 000 070 542 30 21 00		230		City assumed TBD, close out TBD fund
110 000 070 542 30 22 00		340		City assumed TBD, close out TBD fund
110 000 070 542 30 23 00		110		City assumed TBD, close out TBD fund
110 000 070 542 30 24 00		230		City assumed TBD, close out TBD fund
110 000 070 542 30 31 00		2,000		City assumed TBD, close out TBD fund
110 000 070 542 30 41 00		8,000		City assumed TBD, close out TBD fund
110 000 070 542 30 48 00		69,500		City assumed TBD, close out TBD fund
110 000 070 595 30 63 01		17,000		City assumed TBD, close out TBD fund
110 000 070 595 30 63 02		45,500		City assumed TBD, close out TBD fund
Wine Country Rd. - Ash St. to Fir St.				
Expenditures/Uses	1,087,520		1,240,880	
110 000 099 508 80 00 00	193,220	125,220	318,440	
Street Fund Total	1,280,740	278,580	1,559,320	



Ordinance No. 2016-13

to Sue 8/24/2016 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
130 000 000 308 80 00 00	Cemetery Fund				
	Beginning Fund Balance	77,670		77,670	
	Revenues/Sources	137,550		137,550	
	Cemetery Fund Total	215,220	-	215,220	
130 000 010 536 20 11 01	Wages - Supervision		650		Non union salary increases
130 000 010 536 20 11 02	Wages - Administration		200		Non union salary increases
	Expenditures/Uses	152,060		152,910	
130 000 099 508 80 00 00	Ending Fund Balance	63,160	(850)	62,310	
	Cemetery Fund Total	215,220	-	215,220	
301 000 000 308 80 00 00	Capital Improvement Fund				
	Beginning Fund Balance	347,950		347,950	
	Revenues/Sources	105,200		105,200	
	Capital Improvements Fund Total	453,150	-	453,150	
	Expenditures/Uses	445,500		445,500	
301 000 099 508 80 00 00	Ending Fund Balance	7,650		7,650	
	Capital Improvements Fund Total	453,150	-	453,150	

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to Sue 8/24/2016 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
320 000 000 308 80 00 00	CDBG - E. 4th Street Beginning Fund Balance	3,600		3,600	
	Revenues/Sources	37,500		37,500	
	CDBG - E. 4th Street Fund Total	41,100	-	41,100	
	Expenditures/Uses	40,975		40,975	
320 000 099 508 80 00 00	Ending Fund Balance	125		125	
	CDBG - E. 4th Street Fund Total	41,100	-	41,100	
325 000 000 308 80 00 00	EWC Plaza Beginning Fund Balance	15,250		15,250	
	Revenues/Sources	-		-	
	EWC Plaza Fund Total	15,250	-	15,250	
	Expenditures/Uses	10,000		10,000	
325 000 099 508 80 00 00	Ending Fund Balance	5,250		5,250	
	EWC Plaza Fund Total	15,250	-	15,250	

to Sue 8/24/2016 - mc Ordinance No. 2016-13

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
330 000 000 308 80 00 00	Euclid/WCR Improvements Beginning Fund Balance	-	-	-	
	Revenues/Sources	531,050		531,050	
	Euclid/WCR Improvements Fund Total	531,050	-	531,050	
	Expenditures/Uses	518,250		518,250	
330 000 099 508 80 00 00	Ending Fund Balance	12,800		12,800	
	Euclid/WCR Improvements Fund Total	531,050	-	531,050	

Ordinance No. 2016-13

to Sue 8/24/2016 - mc

Description Fund/Account Original Estimate Amendment Amount New Estimate Treasurer's notes

Water/Sewer Fund Beginning Fund Balance 5,591,670 5,591,670

Revenues/Sources 6,538,085 6,538,085

Water/Sewer Fund Total 12,129,755 - 12,129,755

410 000 033 534 80 11 01	Wages - Supervision		5,000		5,000	Non union salary increases
410 000 033 534 80 11 02	Wages - Administration		1,500		1,500	Non union salary increases
410 000 033 534 80 14 02	Longevity		200		200	Non union salary increases
410 000 033 534 80 21 00	Social Security		500		500	Non union salary increases
410 000 033 534 80 22 00	Retirement		750		750	Non union salary increases
410 000 034 535 80 11 01	Wages - Supervision		3,000		3,000	Non union salary increases
410 000 034 535 80 11 02	Wages - Administration		1,000		1,000	Non union salary increases
410 000 034 535 80 14 01	Longevity		120		120	Non union salary increases
410 000 034 535 80 21 00	Social Security		230		230	Non union salary increases
410 000 034 535 80 22 00	Retirement		450		450	Non union salary increases
410 000 035 535 80 11 01	Wages - Supervision		8,500		8,500	Non union salary increases
410 000 035 535 80 11 02	Wages - Administration		600		600	Non union salary increases
410 000 035 535 80 14 01	Longevity		340		340	Non union salary increases
410 000 035 535 80 21 01	Social Security		650		650	Non union salary increases
410 000 035 535 80 22 01	Retirement		950		950	Non union salary increases
	Expenditures/Uses		5,934,755		5,956,545	

Ending Fund Balance 6,195,000 (23,790) 6,171,210

Water/Sewer Fund Total 12,129,755 - 12,129,755

Ordinance No. 2016-13

to Sue 8/24/2016 - mc

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	247,395		247,395	
	Revenues/Sources	445,200		445,200	
	Irrigation Fund Total	692,595	-	692,595	
420 000 010 539 20 11 01	Wages - Supervision		1,500		Non union salary increases
420 000 010 539 20 11 02	Wages - Administration		1,000		Non union salary increases
420 000 010 539 20 21 00	Social Security		115		Non union salary increases
420 000 010 539 20 22 00	Retirement		280		Non union salary increases
	Expenditures/Uses	504,730		507,625	
420 000 099 508 80 00 00	Ending Fund Balance	187,865	(2,895)	184,970	
	Irrigation Fund Total	692,595	-	692,595	
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430 000 000 308 80 00 00	Solid Waste Fund Beginning Fund Balance	412,140		412,140	
	Revenues/Sources	1,079,400		1,079,400	
	Solid Waste Fund Total	1,491,540	-	1,491,540	
430 000 010 537 80 11 01	Wages - Supervision		1,000		Non union salary increases
430 000 010 537 80 11 02	Wages - Administration		1,500		Non union salary increases
430 000 010 537 80 21 00	Social Security		115		Non union salary increases
430 000 010 537 80 22 00	Retirement		280		Non union salary increases
	Expenditures/Uses	1,090,940		1,093,835	
430 000 099 508 80 00 00	Ending Fund Balance	400,600	(2,895)	397,705	
	Solid Waste Fund Total	1,491,540	-	1,491,540	

Ordinance No. 2016-13

to Sue 8/24/2016 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
510 000 000 308 80 00 00	Equipment Rental Fund Beginning Fund Balance	2,118,185		2,118,185	
	Revenues/Sources	542,000		542,000	
	Equipment Rental Fund Total	2,660,185	-	2,660,185	
<input type="checkbox"/> 510 000 010 548 60 11 02	Wages - Administration Expenditures/Uses	435,655	250	435,905	Non union salary increases
510 000 099 508 80 00 00	Ending Fund Balance Equipment Rental Fund Total	2,224,530 2,660,185	(250) -	2,224,280 2,660,185	

Ordinance No. 2016-13

to Sue 8/24/2016 - mc

Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
Transportation Benefit Dist Fund				
630 000 000 308 10 00 00	120,915		120,915	
Beginning Fund Balance				
630 000 000 317 60 00 00		(150,000)		City assumed TBD, close out TBD fund
License Tab Fees				
630 000 000 361 11 00 00		(200)		City assumed TBD, close out TBD fund
Investment Interest				
630 000 000 369 50 00 00		(120,880)		City assumed TBD, close out TBD fund
Special Item - TBD Assumption by City				
Revenues/Sources	150,200		(120,880)	
TBD Fund Total	271,115	(271,080)	35	
Regular Salaries & Wages				
630 000 000 542 30 11 00		(3,000)		City assumed TBD, close out TBD fund
Regular Salaries & Wages				
630 000 000 542 30 21 00		(230)		City assumed TBD, close out TBD fund
Social Security				
630 000 000 542 30 22 00		(340)		City assumed TBD, close out TBD fund
Retirement				
630 000 000 542 30 23 00		(110)		City assumed TBD, close out TBD fund
Workman's Compensation				
630 000 000 542 30 24 00		(230)		City assumed TBD, close out TBD fund
Medical/Life Insurance				
630 000 000 542 30 31 00		(2,000)		City assumed TBD, close out TBD fund
Supplies				
630 000 000 542 30 41 00		(8,000)		City assumed TBD, close out TBD fund
Professional Services				
630 000 000 542 30 48 00		(69,500)		City assumed TBD, close out TBD fund
Repairs & Maintenance				
630 000 000 542 30 48 06		(17,000)		City assumed TBD, close out TBD fund
300 Birch				
630 000 000 542 30 48 09		(45,500)		City assumed TBD, close out TBD fund
Wine Country Rd. - Ash St. to Fir St.				
Expenditures/Uses	145,910			
630 000 099 508 10 00 00	125,205	(125,170)	35	
Ending Fund Balance				
TBD Fund Total	271,115	(271,080)	35	

ORDINANCE NO. 2016-14

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
VACATING CIRCLE PARK**

WHEREAS, the City owns real property commonly known as "Circle Park" at the intersection of West Fifth Street and Avenue H within its municipal boundaries. The north half of the property was dedicated to public use on the Plat of PARK SUBDIVISION OF TRACT G, H, I, J, AND K, GRANDVIEW, WA, in Volume C, page 49. The south half of the property was dedicated to public use on the Plat of CHERRY LANE TRACTS, in Volume E, page 9; and

WHEREAS, all owners of real property adjacent to the real property dedicated to public use ("Circle Park") by the above-referenced plats have signed an application to the City requesting that the dedication to public use be vacated; and

WHEREAS, the above-referenced plats do not impose any covenants or restrictions on Circle Park that would be violated by vacating the dedication to public use; and

WHEREAS, the City gave notice, in a manner consistent with RCW 58.17.080 and RCW 58.17.090, of a public hearing to consider the foregoing application, to be held on July 12, 2016; and

WHEREAS, the City Council held a public hearing to consider the application at its regular business meeting on July 12, 2016, at which all persons wishing to speak on the application were heard; and

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

Section 1. The public use and interest is served by vacating the dedications to public use contained in the Plat of PARK SUBDIVISION OF TRACT G, H, I, J, AND K, GRANDVIEW, WA, in Volume C, page 49, and the Plat of CHERRY LANE TRACTS, in Volume E, page 9, insofar as these dedications relate to Circle Park.

Section 2. The City finds and determines that no public use would be served by retaining City ownership of the real property.

Section 3. The real property comprising Circle Park, as described more precisely on Exhibit A attached hereto, shall vest with the rightful owner as shown on the records of Yakima County upon the effective date of this ordinance.

Section 4. This ordinance shall be in full force and effect five days after its passage and publication as required by law. The City Clerk is directed to record a certified copy of this Ordinance with Yakima County upon the effective date of this Ordinance.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 8/24/16

EFFECTIVE: 8/29/16

Exhibit A

City of Grandview
"Park Circle" Right of Way Vacation
HLA Project No. 16007
August 3, 2016

Area "A"

That portion of the Park Circle right of way and the park as shown on DEAN'S REPLAT OF BLOCK 'H' AND LOTS 7 AND 8 BLOCK 'I' PARK SUBDIVISION, GRANDVIEW, according to the official plat thereof recorded in Book 'E' of Plats, Page 5, records of Yakima County, Washington, described as follows:

Commencing at the Northeast corner of Lot 18, Block 1 of said Plat;
Thence South 0°34'55" East along the East line of said Lot 18 a distance of 67.06 feet to the Northwesterly right of way line of Park Circle and the Point of Beginning;
Thence continuing South 0°34'55" East 41.96 feet;
Thence South 44°26'41" West 42.41 feet to a point that is 26.00 feet Northerly of the centerline of West Fifth Street, as measured perpendicular thereto;
Thence South 89°28'18" West parallel with said centerline 46.54 feet to the Northwesterly right of way line of Park Circle;
Thence Northeasterly along said right of way line to the Point of Beginning;

Situate in Yakima County, Washington.

Area "B"

That portion of the Park Circle right of way and the park as shown on DEAN'S REPLAT OF BLOCK 'H' AND LOTS 7 AND 8 BLOCK 'I' PARK SUBDIVISION, GRANDVIEW, according to the official plat thereof recorded in Book 'E' of Plats, Page 5, records of Yakima County, Washington, described as follows:

Commencing at the Northwest corner of Lot 7, Block 2 of said Plat;
Thence South 0°34'55" East along the West line of said Lot 7 a distance of 67.01 feet to the Northeasterly right of way line of Park Circle and the Point of Beginning;
Thence continuing South 0°34'55" East 42.00 feet;
Thence South 45°33'19" East 42.45 feet to a point that is 26.00 feet Northerly of the centerline of West Fifth Street, as measured perpendicular thereto;
Thence North 89°28'18" East parallel with said centerline 46.59 feet to the Northeasterly right of way line of Park Circle;
Thence Northwesterly along said right of way line to the Point of Beginning;

Situate in Yakima County, Washington.

Area "C"

That portion of Park Circle right of way and the park as shown on CHERRY LANE TRACTS, according to the official plat thereof recorded in Book 'E' of Plats, Page 9, records of Yakima County, Washington, described as follows:

Commencing at the Northeast corner of Lot 20, Block 52 of said Plat;
Thence South $89^{\circ}28'18''$ West along the North line of said Lot 20 a distance of 43.04 feet to the Southeasterly right of way line of Park Circle and the Point of Beginning;
Thence continuing South $89^{\circ}28'18''$ West 47.96 feet;
Thence South $44^{\circ}26'41''$ West 42.41 feet to a point that is 20.00 feet Easterly of the centerline of Avenue 'H' as measured perpendicular thereto;
Thence South $0^{\circ}34'55''$ East parallel with said centerline 47.96 feet to the Southeasterly right of way line of Park Circle;
Thence Northeasterly along said right of way line to the Point of Beginning;

Situate in Yakima County, Washington.

Area "D"

That portion of Park Circle right of way and the park as shown on CHERRY LANE TRACTS, according to the official plat thereof recorded in Book 'E' of Plats, Page 9, records of Yakima County, Washington, described as follows:

Commencing at the Northwest corner of Lot 6, Block 51 of said Plat;
Thence North $89^{\circ}28'18''$ East along the North line of said Lot 6 a distance of 123.00 feet to the Southwesterly right of way line of Park Circle and the Point of Beginning;
Thence continuing North $89^{\circ}28'18''$ East 48.00 feet;
Thence South $45^{\circ}33'19''$ East 42.45 feet to a point that is 20.00 feet West of the centerline of Avenue 'H' as measured perpendicular thereto;
Thence South $0^{\circ}34'55''$ East parallel with said centerline 48.00 feet to the Southwesterly right of way line of Park Circle;
Thence Northwesterly along said right of way line to the Point of Beginning;

Situate in Yakima County, Washington.

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

ITEM TITLE

Resolution No. 2016-36 authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District

AGENDA NO.: New Business 4 (C)

AGENDA DATE: August 23, 2016

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

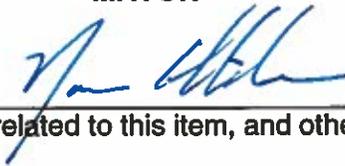
DEPARTMENT HEAD REVIEW

Kal Fuller, Police Chief



CITY ADMINISTRATOR

MAYOR



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

The City has for many years had an Interlocal Agreement with the Grandview School District to provide a School Resource Officer (SRO). The wage amounts in the agreement are updated as they change with the Teamsters Union bargaining agreements.

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 current Interlocal Agreement has been in place since 2013. The agreement states that the actual amount of money the City bills the District will be "negotiated and agreed upon by both parties annually." The agreement presented reflects the latest associated wages for the SRO based upon the signed Teamsters Union bargaining agreement. The wages are listed through 2018. No language other than wages has changed.

ACTION PROPOSED

Move Resolution No. 2016-36 authorizing the Mayor to sign the School Resource Officer Interlocal Agreement with the Grandview School District to the regular Council meeting agenda for consideration.

RESOLUTION NO. 2016-36

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE SCHOOL RESOURCE OFFICER
INTERLOCAL AGREEMENT WITH THE GRANDVIEW SCHOOL DISTRICT**

WHEREAS, the City of Grandview and the Grandview School District have previously entered into Interlocal Agreements for the School Resource Officer, and

WHEREAS, the City and School District wish to continue said interlocal agreement,

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 School Resource Officer Interlocal Agreement with the Grandview School District 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 August 23, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SCHOOL RESOURCE OFFICER

This agreement is made and entered into this 1st day of September 2016 by Grandview School District (referred to herein as "District") and the City of Grandview (referred to herein as "City"), for the purpose of establishing a school resource officer (referred to herein as "SRO") program in the public school system of the City of Grandview. In consideration of the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

PURPOSE: The purpose of this agreement is for the City of Grandview to provide services in the form of SROs to the District. The services provided include law enforcement and related services as described in this agreement.

ARTICLE II

OBLIGATION OF THE CITY: The City shall provide an SRO as follows:

- A. **Provision of an SRO:** The City shall assign one (1) regularly employed officer to the following areas of coverage:

The officer will provide services to the following schools:

1. Grandview Senior High School
2. Compass High School/Contract Learning
3. Grandview Middle School
4. HT Elementary
5. Smith Elementary
6. McClure Elementary

Although generally assigned to the aforementioned schools, the SRO will provide coverage to the other areas surrounding the principle campuses identified. The services provided by the SRO are in addition to normal police services already provided by the City.

- B. **Relationship of Parties:** The City and the assigned SRO shall have the status of independent contractor for purposes of this Agreement. The SRO assigned to the District shall be considered to be an employee of the City and shall be subject to its control and supervision. This Agreement is not intended to and will not constitute or create a joint venture, partnership or formal business association or organization of any kind between the parties. The rights and obligations of the parties shall be only those expressly set forth in this Agreement.
- C. **Selection of an SRO:** The Chief of Police or his designee and input from the Superintendent or designee shall choose the SRO to be assigned on the basis of the following minimum criteria:
1. The SRO must have an ability to deal effectively with a diverse student population.

2. The SRO must have the ability to present a positive image and symbols of the entire police agency. A goal of the SRO program is to foster a positive image of police officers with young people. Therefore, the personality, grooming, and communications skills of the SRO should be of such nature so that a positive image of the police agency is reflected. The SRO should sincerely want to work with staff and students of the particular school in which the SRO is assigned.
3. The SRO must have the ability to provide good quality educational services in the area of law enforcement. The education background, background experience, interest level and communication skills of the SRO must be of a high caliber so that the SRO can effectively and accurately provide resource teaching services.
4. The SRO must have the desire and ability to work cooperatively with the principal and other building administrative staff and employees.
5. The SRO must be a state certified law enforcement officer.

D. Regular School Duty: The SRO must be available for regular school duty on a full time basis of eight (8) hours on those days and during those hours that school is in session. The eight (8) hour day start and stop times may be flexible to allow for evening coverage as needed. This assignment does not prohibit the SRO from participating in emergency response or to fulfill training requirements as determined to exist by the Chief of Police or designee.

E. Duties of SRO: While on duty, the SRO shall perform the following duties:

1. Continue to implement the GREAT curriculum.
2. Act as a resource person in the area of law enforcement education and conducting criminal investigations of violation of the law on school District property or property immediately surrounding the school District property as assigned by Grandview Police Department.
3. Work in partnership with the principals or their designee to carry out emergency drills in the district to prepare for possible emergencies, i.e.: fire, intruder, chemical hazards, earthquake, bomb threat etc.
4. Provide law enforcement input into school based security, including teaching of school District security personnel. Review fencing and security systems.
5. Maintain the peace of school District property.
6. Make arrests and referrals of criminal law violators.
7. Provide law related counseling to students when requested by the principal or designee and mutually agreed to by all parties.
8. Secure, handle, and preserve evidence.

9. Recover school district property through working with other police agencies.
10. Make referrals to social agencies as appropriate
11. Wear official police uniform which shall be provided at the expense of the City, however, civilian attire may be worn on such occasion as mutually agreed upon by the principal and police command.
12. Perform such other duties as mutually agreed upon by the principal and Chief of Police or designee, so long as the performance of such duties are legitimately and reasonably related to the SRO program as described in this agreement, and so long as such duties are consistent with state and federal law and the policies and procedures of the Grandview Police Department and the Grandview School District.
13. Follow and conform to all School District policies and procedures that do not conflict with policies and procedures of the Grandview Police Department.
14. Follow all state and federal laws.
15. Maintain a "monthly activities report" or such other report regarding SRO activities as may be required by the District and the City.
16. Attend all Grandview Police Department mandated training as required to maintain law enforcement qualifications and certifications.
17. Attend weekly Lower Valley SRO/Probation/school official meetings.
18. Other duties as assigned and mutually agreed upon by school principals, Superintendent and the Chief of Police or designee.

F. Support Services to be provided by Grandview Police Department: The police department and the SRO will supply the following services:

1. Provide information on all offense reports taken by the SRO to the school principal or designee, upon request, as the law may allow.
2. To receive and dispatch via telephone, walk-in, radio, District radio frequency, and/or pager.
3. Maintain and file uniform crime reports (UCR) records according to law.
4. Process all police reports.
5. Provide coordination, development, implementation and evaluation of security programs in the school assigned.

6. Provide each SRO with a patrol automobile as required and all other necessary or appropriate police equipment. The cost of purchasing, maintaining and repairing police equipment provided under this agreement shall be borne by the City.
7. Maintain copies of reports generated by officers in compliance with state and federal law. Coordinate with school administrators, staff, law enforcement agencies and the courts to promote order on the school campuses.
8. Make Presentations to civic groups.
9. Maintain criminal justice standards as required by law.
10. Coordinate and participate with the school safety committee.

ARTICLE III

The parties agree the responsibility for an administration of student discipline shall be the duty of the District.

ARTICLE IV

The SRO shall be an employee of the City and not an employee of the District. The City shall be responsible for the hiring, training, discipline and dismissal of its personnel.

ARTICLE VI

The parties, their agents, and employees will cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties and questions will be resolved by negotiations between the Superintendent of the District and the Chief of Police or designee.

ARTICLE VII

Changes in the terms of this agreement may be accomplished only by formal amendment in writing approved by the City and the District.

ARTICLE VIII

To dismiss an SRO from the duties described in this agreement, the Superintendent or designee shall communicate in writing to the City a request to change the SRO. The District will outline reasons for the requested change. Absent agreement by the parties to resolve a change in the SRO, the SRO shall be changed within ten (10) days of the request.

ARTICLE IX

Notwithstanding this agreement, the District shall receive all normal police services and all neighborhood resource officer services in addition to the services described in this agreement.

ARTICLE XI

The District shall provide the SRO, in each school to which the SRO is assigned the following materials and facilities necessary to perform the duties by the SRO enumerated herein:

1. Access to an office which is properly lighted, with a dedicated telephone to be used for general business purposes.
2. Location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, working table, filing cabinet, and necessary office supplies.
4. Access to a computer with word processing capabilities.

ARTICLE XII

The City will bill the District fifty percent (50%) of the Officers annual salary and benefits. The City will bill the District the following amounts per month, effective:

09/01/2013-12/31/2013	\$ 3,810.91	per month
01/01/2014-12/31/2014	\$ 3,810.91	per month
01/01/2015-12/31/2015	\$ 3,810.91	per month
01/01/2016-12/31/2016	\$ 4,291.67	per month
01/01/2017-12/31/2017	\$ 4,438.58	per month
01/01/2018-12/31/2018	\$ 4,594.63	per month

Actual amounts will be negotiated and agreed upon by both parties annually.

The invoice will be received before the 5th of the month and it will be paid on the last day of the month. The City and District will collaborate in identifying and assessing funding sources for the SRO program that include, but are not limited to state and federal grants.

ARTICLE XIII

INDEMNIFICATION. The City shall indemnify and hold harmless the District and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the City, its officers, agents and employees, or any of them, in the performance of this Agreement.

In executing this Agreement, the City does not assume liability or responsibility for or in any way release the District from any liability or responsibility which arises in whole or in part from the existence or effect of District policies, procedures, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any District policy, procedure or rule is principally at issue, the District shall defend the same at its sole expense and if judgment is entered or damages are awarded against the District, the City or both, the District shall satisfy the same, including all chargeable costs and attorneys' fees.

The District shall indemnify and hold harmless the City and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any act or omission of the District, its officers, agents and employees, or any of them, in the performance of this Agreement.

ARTICLE XIV

TERMINATION: This agreement may be terminated by either party upon 30 days written notice that the other party failed to substantially perform in accordance with the terms and conditions of this agreement through no fault of the party initiating termination. This agreement may also be terminated without cause by either party upon 60 days written notice.

Superintendent, Grandview School District

Mayor Norm Childress

Attest:

Anita Palacios, City Clerk

Approved as to form:

City Attorney

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

ITEM TITLE

Resolution No. 2016-37 authorizing the Mayor to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students

AGENDA NO.: New Business 4 (D)

AGENDA DATE: August 23, 2016

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

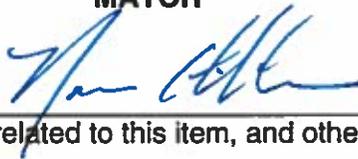
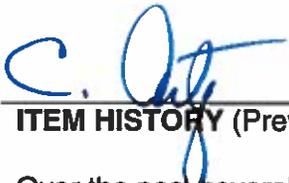
DEPARTMENT DIRECTOR REVIEW

Parks & Recreation Director Mike Carpenter



CITY ADMINISTRATOR

MAYOR



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

Over the past several years, the City and School District have forged a strong partnership to promote afterschool activities for students. The programs include the Frenzy Friday program held at the Grandview Middle School on early release Fridays and the Youth Drop In Program held at the Grandview Community Center each Monday through Thursday from 2:30 to 5:00 p.m.

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.

This Interlocal Agreement will allow the Superintendent and City Administrator authorization to execute letters of understanding with respect to these programs. The programs encompassed in such letter agreements shall be substantially similar to those that have operated in the past. The School District will continue to reimburse the City \$8,000 per year for services rendered for the Frenzy Friday and \$10,000 per year for the Youth Drop In program.

ACTION PROPOSED

Move Resolution No. 2016-37 authorizing the Mayor to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students.

RESOLUTION NO. 2016-37

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL COOPERATIVE
AGREEMENT BETWEEN THE GRANDVIEW SCHOOL DISTRICT AND
THE CITY OF GRANDVIEW REGARDING SUPERVISED AFTERSCHOOL
ACTIVITIES FOR STUDENTS**

WHEREAS, the City of Grandview and the Grandview School District have previously entered into Interlocal Agreements for supervised afterschool activities for students, and

WHEREAS, the City and School District wish to continue said interlocal agreement,

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 Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students 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 August 23, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE
GRANDVIEW SCHOOL DISTRICT AND THE CITY OF GRANDVIEW
REGARDING SUPERVISED AFTERSCHOOL ACTIVITIES FOR STUDENTS**

SECTION 1. PARTIES

This Interlocal Cooperative Agreement (hereinafter "Agreement") is entered into by and between the Grandview School District (hereinafter "District") having its principal place of business at 913 West Second Street and the City of Grandview, a Washington municipal corporation, (hereinafter "City") having its principal place of business at 207 West Second Street, Grandview, Washington, 98930.

SECTION 2. RECITALS

WHEREAS, the Grandview School District provides educational services to the residents in and around the City of Grandview at facilities located in or adjacent to the City of Grandview; and

WHEREAS, the City of Grandview provides municipal services to residents in and around the City of Grandview; and

WHEREAS, the Grandview School District and the City of Grandview desire to formalize an operational framework that will encourage and promote the coordination of providing support for supervised afterschool activities for students; and

WHEREAS, pursuant to the powers accorded to the Grandview School District and the City of Grandview by RCW Chapter 39-34, the District and the City possess the authority and desire to execute an Intergovernmental Cooperative Agreement for this purpose;

NOW THEREFORE, in consideration of the mutual benefits of this agreement, the parties agree as follows:

SECTION 3. TERMS AND CONDITIONS

3.1 The Superintendent of the Grandview School District and the City Administrator of the City of Grandview are hereby authorized to execute one or more letters of understanding with respect to the following programs:

- A. Frenzy Friday Program held at the Grandview Middle School on early release Fridays.
- B. Youth Drop in Program held at the Grandview Community Center each Monday through Thursday from 2:30pm to 5:00 pm.

The programs encompassed in such letter agreements shall be substantially similar to those that have operated in the past.

3.2 The District shall reimburse the City for expenses incurred as a result of said programs. For the 2015, 2016, and 2017 calendar years, the District will be invoiced \$5,000 in January and \$3,000 in September for a total of \$8,000 annually to provide professional services for the Frenzy Friday program. For the 2015, 2016, and 2017 calendar years, the District will be invoiced \$10,000 annually in January to provide professional services for the Youth Drop-In After School program. Future years will be negotiated with the School District Superintendent and the City Administrator. In the event the terms of agreement encompassed in such letter agreements are materially different than those agreed to in the past or require the unreimbursed expenditure of City funds, said agreements shall be presented to the City Council of the City of Grandview for review and approval prior to signature by the City Administrator. Once signed, the letter agreements shall be subject to all terms and conditions set forth herein.

SECTION 4. INDEMNIFICATION

4.1 The City agrees to hold harmless, indemnify and defend the District, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties, and obligations under the Agreement.

4.2 The District agrees to hold harmless, indemnify and defend the City, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs, and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the District, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties and obligations under the Agreement.

4.3 In the event the officials, officers, agents and/or employees of both the City and the District are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs, and expenses (including reasonable attorney's fees).

4.4 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

4.5 This section shall survive termination of this Agreement.

SECTION 5. INSURANCE

5.1 The City shall obtain and maintain personal injury and property damage liability insurance in an amount no less than One Million and No/100 Dollars (\$1,000,000) per occurrence, annual aggregate.

SECTION 6. TERMINATION

6.1 The City or the District may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party.

SECTION 7. DISPUTE RESOLUTION

7.1 In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof or the use of and/or payment for any facility for the purpose of this Agreement, the dispute or difference shall attempt to be resolved informally by the City Administrator or Mayor and the District's Superintendent. If the dispute or difference is unable to be resolved by the City Administrator and the District's Superintendent, the matter shall be referred to the City's Mayor for consultation with the City Council, and to the District's Board President for resolution.

SECTION 8. THIRD PARTY BENEFICIARIES

8.1 There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create such rights.

SECTION 9. INTEGRATED AGREEMENT/AMENDMENT

9.1 This Agreement constitutes the entire agreement of the parties, and may be amended at any time in writing by mutual agreement.

SECTION 10. GENERAL PROVISIONS

10.1 This Agreement shall be effective upon the duly authorized signature of the parties' representatives.

10.2 This Agreement shall be filed in the office of the Yakima County Auditor and the Washington Secretary of State within thirty (30) days of its effective date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ____ day of August, 2016.

GRANDVIEW SCHOOL DISTRICT

CITY OF GRANDVIEW

Superintendent, Grandview School District

Mayor Norm Childress

Attest:

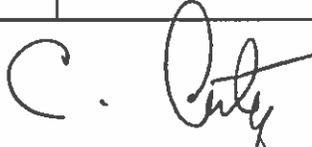
Anita Palacios, City Clerk

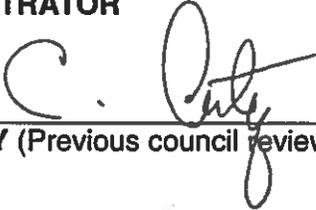
Approved as to form:

City Attorney

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

ITEM TITLE Resolution No. 2016-38 declaring certain City property as surplus and authorizing disposal by public auction, sale or trade	AGENDA NO.: New Business (E) AGENDA DATE: August 23, 2016
	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW
 City Administrator/Public Works Director 

CITY ADMINISTRATOR  **MAYOR** 

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

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 Public Works Department requests that the following vehicles and equipment which have outlived their useful life and are no longer needed for the conduct of City business be surplus:

- 2001 GMC Sonoma pickup, VIN #1GTDT19W218212441 (BLDG/ER 101)
- 1991 Chevrolet 3500 pickup, VIN #1GBKC34NOMJ108369 (PW/ER 358)
- 2001 Chevrolet Silverado 1500 pickup, VIN #1GCEC14V71E263406 (PARK/ER 433)
- 1997 John Deere X455 mower (PW/ER 374)

ACTION PROPOSED

Move Resolution No. 2016-38 declaring certain City property as surplus and authorizing disposal by public auction, sale or trade to the regular Council meeting agenda for consideration.

RESOLUTION NO. 2016-38

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

WHEREAS, the Public Works Department has vehicles and equipment that have outlived their useful life and are no longer needed for the conduct of City business; and,

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

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

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

- 2001 GMC Sonoma pickup, VIN #1GTDT19W218212441 (BLDG/ER 101)
- 1991 Chevrolet 3500 pickup, VIN #1GBKC34NOMJ108369 (PW/ER 358)
- 2001 Chevrolet Silverado 1500 pickup, VIN #1GCEC14V71E263406(PARK/ER 433)
- 1997 John Deere X455 mower (PW/ER 374)

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

Section 3. The City Administrator is authorized to establish a minimum sale/trade-in price that reflects a fair market value of the surplus vehicles and equipment as deemed necessary to protect the City's interests.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

36

Anita Palacios

From: Cus Arteaga
Sent: Tuesday, August 16, 2016 11:41 AM
To: Harnack Roger
Cc: Anita Palacios
Subject: RE: Backstopping on legal notices

Roger, thanks for the follow up and I will make sure we pass this information on to our Council. This is on the agenda for the next Committee of the Whole which is scheduled for next Tuesday. We will provide information to the Council of when we called for bids, copies of the bids and copies of the minutes of the meeting in which the contract was approved. We will also attached this email to the information.

Cus Arteaga
City Administrator/Public Works Director
City of Grandview
207 W. 2nd St.
Grandview, WA 98930
Ph: (509)882-9211
Fax: (509)882-9232
Website: www.grandview.wa.us

This message may contain confidential and/or proprietary information and is intended for the person/entity to whom it was originally addressed. Any use by others is strictly prohibited.

From: Harnack Roger [<mailto:RHarnack@dailysunnews.com>]
Sent: Tuesday, August 16, 2016 9:25 AM
To: Cus Arteaga <carteaga@grandview.wa.us>
Subject: Backstopping on legal notices

Cus,

Thanks for listening to my concerns Friday regarding an apparent upcoming discussion on the legal/public notice contract. As you know, I'm concerned about the integrity of the process and want to make sure the city doesn't get into legal issues by attempting to reopen or renegotiate the contract.

To recap, I want to remind the city the only topics the council can consider in selecting a newspaper of record for publishing legal and public notices are circulation and cost. The council cannot legally consider the financial impact on the businesses bidding for the contract. Furthermore, the terms of the contract are established in the agreement and should not be revisited without cause.

I'm happy to be available should the council want to further discuss the public/legal notice contract and related statutes and limitations.

I look forward to a long working relationship with the city.

Best,

Anita Palacios

From: John Carpita <jcarpita@mrsc.org>
Sent: Wednesday, August 10, 2016 8:30 AM
To: Anita Palacios
Subject: Official Newspaper Bid

Anita

This email is in response to your recent MRSC research request:

The City advertises annually for its legal newspaper. The City received two bids from newspapers that are both approved as legal newspapers by order of the Yakima County Superior Court. One bid was received from the Grandview Herald which is located within the City of Grandview and the other bid was received from the Daily Sun News which is located within the City of Sunnyside. The Daily Sun News was the low bidder. Can the City award the bid to the Grandview Herald since it is located in the City of Grandview. Both newspapers are of general circulation in the City of Grandview.

The applicable statutes are:

35.21.875

Designation of official newspaper.

Each city and town shall designate an official newspaper by resolution. The newspaper shall be of general circulation in the city or town and have the qualifications prescribed by chapter [65.16](#) RCW.

RCW 65.16.020

Qualifications of legal newspaper.

The qualifications of a legal newspaper are that such newspaper shall have been published regularly, at least once a week, in the English language, as a newspaper of general circulation, in the city or town where the same is published at the time of application for approval, for at least six months prior to the date of such application; shall be compiled either in whole or in part in an office maintained at the place of publication; shall contain news of general interest as contrasted with news of interest primarily to an organization, group or class; shall have a policy to print all statutorily required legal notices; and shall hold a periodical class mailing permit: PROVIDED, That in case of the consolidation of two or more newspapers, such consolidated newspaper shall be considered as qualified if either or any of the papers so consolidated would be a qualified newspaper at the date of such legal publication, had not such consolidation taken place: PROVIDED, That this section shall not disqualify as a legal newspaper any publication which, prior to June 8, 1961, was adjudged a legal newspaper, so long as it continues to meet the requirements under which it qualified.

RCW 35.23.352

(7) Bids shall be called annually and at a time and in the manner prescribed by ordinance for the publication in a newspaper of general circulation in the city or town of all notices or newspaper publications required by law. The contract shall be awarded to the lowest responsible bidder

So, as the Daily Sun News is in general circulation in Grandview and has the lowest bid, then it should get the award.

Please call or email me if you have any questions.

John W. Carpita, PE, Public Works Consultant
MRSC | Local Government Success | Cell (425)-444-3639
www.MRSC.org | jcarpita@mrsc.org

This e-mail is a natural product made from recycled electrons.

Slight variations in spelling and grammar enhance its individual character and beauty and in no way are to be considered flaws or defects.

Legal Newspapers

Newspaper	Frequency of Publication	Year Order Signed
Daily Sun News	Monday - Friday (No Holiday Publications)	1989
Grandview Herald	Weekly Publication	1941
Review Independent	Weekly Publication Note: Merger of Wapato Independent and Toppenish Review	2008
Selah Independent	Weekly Publication Note: Yakima Valley Newspapers dba Selah Independent	2008
Yakima Herald Republic	Daily Publication	1968

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Anita Palacios

From: Anita Palacios
Sent: Monday, November 02, 2015 11:29 AM
To: Grandview Herald; Gretchen Chronis; Prosser Record Bulletin
Subject: City of Grandview - Call for Bids for Official Newspaper

**CITY OF GRANDVIEW
CALL FOR BIDS FOR OFFICIAL NEWSPAPER**

NOTICE IS HEREBY GIVEN that the City of Grandview, Washington, will receive sealed bids at the office of the City Clerk, 207 West Second Street, Grandview, WA 98930, until **11:00 a.m., Tuesday, November 24, 2015**, from qualified legal newspapers to serve as the OFFICIAL NEWSPAPER of the City of Grandview for the year **2016**, at which time they will be opened and read aloud.

Bids must comply with the "Specifications for Sealed Bids for Official Newspaper" and be submitted in envelopes marked "Official Newspaper Bid". Bid packets are available from the City Clerk at the above address, PH: (509) 882-9208.

The City of Grandview reserves the right to accept or reject any or all bids, and to waive minor irregularities in the bidding process.

CITY OF GRANDVIEW
Anita G. Palacios, MMC
City Clerk

Publish: Grandview Herald – Wednesday, November 4, 2015

Anita G. Palacios, MMC
City Clerk/Human Resource
City of Grandview
207 West Second Street
Grandview, WA 98930
PH: (509) 882-9208
FAX: (509) 882-3099
anitap@grandview.wa.us
www.grandview.wa.us

CITY OF GRANDVIEW

SPECIFICATIONS FOR SEALED BIDS FOR OFFICIAL NEWSPAPER

The City of Grandview is soliciting sealed bids from qualified legal newspapers to serve as the OFFICIAL NEWSPAPER of the City of Grandview for the year 2016. These specifications are prepared for qualified bidders.

General Information

The City of Grandview is a municipal corporation of the State of Washington, situated in Yakima County. The population of the City of Grandview is approximately 11,010. Grandview is organized as an Optional Municipal Code City pursuant to Title 35A RCW, with a Mayor-Council form of government.

General Needs of Publication

The City of Grandview publishes official documents and notices, including but not limited to: Notices of Public Hearing for City Council, Planning Commission, Civil Service Commission and administrative reviews for land use actions; publications of ordinances and/or ordinance summaries; advertising and requests for bids and proposals; and land use environmental review notices.

Qualifications of Bidders

Qualified bidders must meet the requirements set forth for legal newspapers in Chapter 65.16 RCW. Qualified newspapers must be approved as a legal newspaper by order of the Yakima County Superior Court, must currently be a legal newspaper, and must have been so qualified for at least six (6) months prior to the date of this solicitation. The newspaper must be published regularly, at least once per week, in the English language. The newspaper must be of general circulation in the City of Grandview, and must be compiled in whole or in part in an office maintained at the place of publication. The newspaper must contain news of general interest as contrasted with news of interest primarily to an organization, group or class. The rate charged to the City of Grandview shall not exceed the national advertising rate extended by the newspaper to all general advertisers and advertising agencies in its published rate card.

By signing and submitting the Bid Documents in this packet, the bidder certifies that it meets the above qualifications. Qualifications are subject to confirmation by the City of Grandview.

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**INSTRUCTIONS TO BIDDERS
OFFICIAL NEWSPAPER**

Submission of Bids

Sealed bids must be addressed or delivered to:

City Clerk
City of Grandview
207 West Second Street
Grandview, WA 98930

Closing Date

Bids will be received until **11:00 a.m., Tuesday, November 24, 2015.**

Bid Opening

Bids will be opened and publicly read aloud in the Council Chambers, City Hall, 207 West Second Street, Grandview, Washington, at 11:00 a.m., **Tuesday, November 24, 2015**, at which time interested parties may be present to witness the bid opening.

Acceptability of Bids

Bids must be submitted on the City of Grandview bid form and placed in a sealed envelope. The words "Official Newspaper Bid" must be clearly marked on the front of the envelope.

The bid form must contain the bidder's business address and must be signed by a duly authorized official.

The bidder is fully responsible for obtaining all information for the preparation of this bid.

Bids that are unsigned, incomplete, illegible, unbalanced, obscure or with any other irregularities may be rejected. The City of Grandview reserves the right to accept or reject any or all bids, and to waive minor irregularities and informalities in the bidding process, at the City's discretion.

The bid shall be valid for thirty (30) calendar days following the bid opening date.

The successful bidder will be asked to enter into a contract to provide legal publications and publication services for the City of Grandview beginning **January 1, 2016 through December 31, 2016**. State law requires bidding for the Official Newspaper of the City of Grandview on an annual basis.

The City of Grandview is an Equal Opportunity Employer.

Further Information

Contact Anita Palacios, City Clerk, 207 West Second Street, Grandview, Washington, 98930 or PH: (509) 882-9208.

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: _____

Number of days per week newspaper is published: _____ days per week.

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

Type of Publication

Rate (per column inch)

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder=s Name: _____

Address (Office of Publication): _____

Mailing Address: _____

Telephone Number: _____ Fax Number: _____

Signature of Authorized Official: _____

Print Name: _____ Title of Official: _____

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AFFIDAVIT OF PUBLICATION

State of Washington }
County of Yakima } ss.

Notice

The undersigned on oath states that

Tim Miser

is an authorized representative of the GRANDVIEW HERALD, a weekly newspaper. That said newspaper is a legal newspaper and has been approved as a legal newspaper by order of the superior court in the county in which it is published and is now and has been for more than six months prior to the date of the publications hereinafter referred to, published in the English language continually as a weekly newspaper in Grandview, Yakima County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of said newspaper. The notice, in the exact form annexed, was published in regular issues of The GRANDVIEW HERALD, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a _____

City of Grandview
Call for Bids for
Official Newspaper

was published on November 4, 2015

The amount of the fee charged for the foregoing publication is the sum of \$ 15.80 ~~20.28~~ which amount has been paid in full.

Tim Miser

Subscribed and sworn to before me on

4 November 2015

Hilka Griffiths
Notary Public for the State of Washington

CITY OF GRANDVIEW
CALL FOR BIDS FOR OFFICIAL NEWSPAPER
NOTICE IS HEREBY GIVEN that the City of Grandview, Washington, will receive sealed bids at the office of the City Clerk, 207 West Second Street, Grandview, WA 98930, until 11:00 a.m., Tuesday, November 24, 2015, from qualified legal newspapers to serve as the OFFICAL NEWSPAPER of the City of Grandview for the year 2016, at which time they will be opened and read aloud.
Bids must comply with the "Specifications for Sealed Bids for Official Newspaper" and be submitted in envelopes marked "Offical Newspaper Bid". Bid packets are available from the City Clerk at the above address, PH: (509) 882-9208.
The City of Grandview reserves the right to accept or reject any or all bids, and to waive minor irregularities in the bidding process.
CITY OF GRANDVIEW
Anita G. Palacios, MMC
City Clerk
Published: November 4, 2015



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Daily Sun News
P.O. Box 878
Sunnyside, WA 98944

Grandview Herald
107 Division Street
Grandview, WA 98930

Review-Independent
P.O. Box 511
Toppenish, WA 98948

Yakima Herald-Republic
114 North 4th Street
Yakima, WA 98901

*Mailed
pockets
11/2/15
ms*

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**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: Daily Sun News

Number of days per week newspaper is published: 5 days per week.

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per Column Inch)</u>
Legal Notices	\$ 4.00 per col. Inch
Display Advertising	\$ 8.00 per col. Inch
Preprint Insertion Rate	\$ 61 per thousand
Color (spot or single)	\$ 65
Color (Full process)	\$ 90

Classified Rates – These rates are charged based on the number of lines and number of insertions on a sliding scale. The base price for a two-line classified to publish one day is \$5.68. As the number of lines and consecutive insertion dates increase the cost goes down.

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091

Bidder's Name: **Roger Harnack (publisher)**
Address (Office of Publication): 600 S. 6th St.
Mailing Address: P.O. Box 878,
Sunnyside, WA 98944

Telephone Number:: 509-837-4500
FAX Number: 509-837-6397

Signature of Authorized Official: _____

Print Name: ROGER HARNACK Title of Official: PUBLISHER

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- 1) Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

There are no other charges, fees or taxes.

In the event direct taxation is imposed on advertising, such tax is to be paid by the advertiser unless otherwise specified in the law.

- 2) If the City of Grandview desires publication of an item on a particular date, how much lead time is required by newspaper?

Legal notices must be in our office at 3 p.m. the day before publication. More is appreciated when possible. When special situations come up, and are communicated, our staff will make every effort to accommodate the city.

- 3) Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for Official Newspaper of the City of Grandview:

The *Daily Sun* is always willing to work with city staff when special situations come up. In the past, we have been able to accommodate a legal notice with just a couple of hours' notice. While we cannot guarantee this level of service all the time, it is a service we have provided to help the city of Grandview meet certain legal deadlines. We are always willing to work with the city when special needs arise. We also post all legal notices on the Washington Newspaper Publisher's Association's statewide database and website at no cost to the city. To access the legal advertising go to: <http://www.wnnpa.com/public-notices> Legal notices are also posted to the *Daily Sun News'* webpage and mobile platform.

Although not required under the Revised Code of Washington, we can also provide 100 percent household penetration of legal advertising with our *Daily Sun Shopper* at a nominal pick-up price. The shopper is a total-market product delivered to every home in the city not receiving the daily newspaper.

P.O. Box 878
600 South Sixth Street
Sunnyside, Washington 98944
PHONE (509) 837-4500
FAX (509) 837-6397



Roger Harnack, Publisher
E-mail:
RHarnack@dailysunnews.com
News@dailysunnews.com
www.DailySunNews.com

Nov. 23, 2015

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

Ms. Palacios:

The *Daily Sun News* is a paid newspaper of general circulation serving the Sunnyside-Grandview-Mabton area of Yakima County, and Bickleton in Klickitat County. As an adjudicated publication, the *Daily Sun* offers public notice services in all daily editions each week, excluding federal holidays such as Thanksgiving, Christmas and New Year's.

At your request, we can also offer an added value service by publishing legal notices in our *Daily Sun Shopper*, a free publication that reaches nearly 12,000 households in the lower Yakima Valley. We can also post legal notices on our webpage, mobile platform and on a statewide database operated by the Washington Newspaper Publishers Association.

Please accept the attached bid form for publishing legal notices as the "official newspaper" for the city of Grandview.

Best,

Roger Harnack
Publisher and editor

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**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: **Grandview Herald**

Number of days per week newspaper is published: 1 days per week.

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (ie., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Legal notice	\$4.25 first insertion \$4.25 subsequent insertions
Display Advertising	\$7.45

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder's Name: **Grandview Herald**

Address (Office of Publication): **107 N. Division Grandview, WA 98930**

Mailing Address: **107 N. Division Grandview, WA 98930**

Telephone Number: **(509)882-3712** Fax Number: **(509)882-2833**

Signature of Authorized Official:



Print Name: **Danielle E. Fournier** Title of Official: **Publisher**

Official Newspaper Bid - Page 3

1. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:

None

2. If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder?
3 p.m. Monday, prior to Wednesday publication.

3. Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview:

The Grandview Herald has over 100 years presence in Grandview, many of those years working closely with the city and its residents. Our paper is tailored to cover Grandview news, sports, business, and advertising in a way that reflects the heart of the community. We are committed to our town, and have even expanded our team with a full time bilingual sales rep, as well as maintaining a resident editor and office supply store downtown. We would be honored to yet again be identified as the Official Newspaper of Grandview. Thank you.

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: Review-Independent

Number of days per week newspaper is published: 1 days per week.

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Weekly Newspaper	8.50-legal's

For advertising please see attached!

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder=s Name: Review-Independent - Tammy Mizeel

Address (Office of Publication): PO Box 511

Mailing Address: Toppenish, WA 98948

Telephone Number: 509-314-6400 Fax Number: 509-314-6402

Signature of Authorized Official: 

Print Name: David Flink Title of Official: General Manager

1. Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe: *No*

2. If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder? *We only publish on Thursdays each week - Ad copy needs to be in 3 days prior to publishing.*

3. Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview: *We publish legal's & advertising along with classifieds*

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

ITEM TITLE

Resolution No. 2015-53 accepting the bid and authorizing the Daily Sun News as the Official City Newspaper for the year 2016

AGENDA NO. Consent 5 (F)

AGENDA DATE: December 8, 2015

VISION 2021

MISSION

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

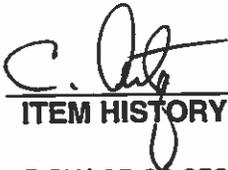
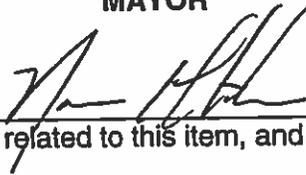
DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk



CITY ADMINISTRATOR

MAYOR

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

RCW 35.23.352(7) provides that bids are required to secure the services of the official newspaper.

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.

Bids to serve as the Official City Newspaper for the year 2016 were opened on November 24, 2015. The City received three (3) bids from the Daily Sun News, Grandview Herald and Review-Independent. The bids were as follows:

<u>Newspaper</u>	<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Daily Sun News	Legal Notices	\$4.00
Grandview Herald	Legal Notices	\$4.25
Review-Independent	Legal Notices	\$8.50

ACTION PROPOSED

Approve Resolution No. 2015-53 accepting the bid and authorizing the Daily Sun News as the Official City Newspaper for the year 2016.

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
DECEMBER 8, 2015**

1. CALL TO ORDER

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

Present were: Mayor Childress and Councilmembers Mike Everett, Dennis McDonald, Gloria Mendoza, Bill Moore, Javier Rodriguez and Joan Souders. Excused from the meeting was Councilmember Jesse Palacios.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Library Director Elizabeth Jahnke and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Library Director Jahnke led the pledge of allegiance.

3. PRESENTATIONS – None

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

Councilmember Souders requested Resolution No. 2015-53 accepting the bid and authorizing the Daily Sun News as the Official City Newspaper for the year 2016 be removed from the Consent Agenda.

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

- A. Minutes of the November 24, 2015 regular meeting
- B. Payroll Electronic Fund Transfers (EFT) Nos. 5476-5481 in the amount of \$119,681.65
- C. Payroll Check Nos. 8495-8534 in the amount of \$34,734.40
- D. Payroll Direct Deposit 11/16/15-11/30/15 in the amount of \$138,990.62
- E. Claim Check Nos. 109405-109491 in the amount of \$569,725.78
- F. Resolution No. 2015-54 authorizing the Mayor to sign all contract documents with Banlin Construction for the Museum renovation project

6. ACTIVE AGENDA

- A. Ordinance No. 2015-20 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2016

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2015-20 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2016.

E. Resolution No. 2015-55 authorizing the Mayor to sign the Technical Assistance Contract No. 010116GV with the Yakima Valley Conference of Governments

Each year, the City contracts with the Yakima Valley Conference of Governments (YVCOG) for technical assistance to include planning activities and grant applications. YVCOG has the expertise and capability of assisting the City with these activities and projects. The maximum amount of compensation and reimbursement to be paid by the City to YVCOG under this Technical Assistance Contract would be \$10,000.

On motion by Councilmember Rodriguez, second by Councilmember Everett, Council approved Resolution No. 2015-55 authorizing the Mayor to sign the Technical Assistance Contract No. 010116GV with the Yakima Valley Conference of Governments.

F. Resolution No. 2015-56 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 Wine Country Road from Ash Street to Fir Street

On November 20th, the City was awarded FY 2017 Arterial Preservation Project funding from the Washington State Transportation Improvement Board (TIB) in the amount of \$406,341 for Wine Country Road Overlay Improvements from Ash Street to Fir Street. The City would be required to provide a local match in the amount of \$45,149 which would be funded through the Transportation Benefit District. The project was scheduled for construction in the spring of 2016.

On motion by Councilmember Souders, second by Councilmember Mendoza, Council approved Resolution No. 2015-56 authorizing the Mayor to sign the Washington State Transportation Improvement Board Fuel Tax Grant Agreement for the FY 2017 Arterial Preservation Project 3-E-183(004)-1 Wine Country Road from Ash Street to Fir Street.

G. Resolution No. 2015-53 accepting the bid and authorizing the Daily Sun News as the Official City Newspaper for the year 2016

Councilmember Souders expressed concern with the Daily Sun News being named as the legal newspaper for the City rather than the local newspaper, the Grandview Herald.

City Clerk Palacios noted that all the newspapers submitting bids met the requirements of the bid specifications with the Daily Sun News submitting the lowest responsible bid.

On motion by Councilmember Mendoza, second by Councilmember Rodriguez, Council approved Resolution No. 2015-53 accepting the bid and authorizing the Daily Sun News as the Official City Newspaper for the year 2016.

RESOLUTION NO. 2015-53

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID AND AUTHORIZING THE DAILY SUN NEWS AS THE
OFFICIAL CITY NEWSPAPER FOR THE YEAR 2016**

WHEREAS, RCW 35.23.352(7) requires that bids be called annually for the publication in a newspaper of general circulation in the city of all notices or newspaper publications required by law and that the contract be awarded to the lowest responsible bidder; and,

WHEREAS, the City has solicited bids from qualified legal newspapers to serve as the official newspaper of the City of Grandview for the year 2016; and,

WHEREAS, the City received three (3) bids in response to such solicitation from the Daily Sun News, Grandview Herald and Review-Independent and,

WHEREAS, the City Council finds and determines that the Daily Sun News is the lowest responsible bidder;

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

The City Council hereby waives minor irregularities in the bidding process with respect to the bid submitted by the Daily Sun News. That the bid submitted by the Daily Sun News to serve as the official newspaper of the City of Grandview for the year 2016, including the rate for legal notices of \$4.00 per column inch, all as set forth in the attached proposal, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 8, 2015.

MAYOR



ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: Daily Sun News

Number of days per week newspaper is published: 5 days per week.

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

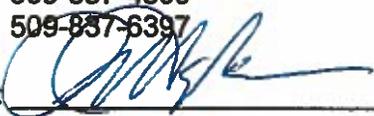
<u>Type of Publication</u>	<u>Rate (per Column Inch)</u>
Legal Notices	\$ 4.00 per col. Inch
Display Advertising	\$ 8.00 per col. Inch
Preprint Insertion Rate	\$ 61 per thousand
Color (spot or single)	\$ 65
Color (Full process)	\$ 90

Classified Rates – These rates are charged based on the number of lines and number of insertions on a sliding scale. The base price for a two-line classified to publish one day is \$5.68. As the number of lines and consecutive insertion dates increase the cost goes down.

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091

Bidder's Name: **Roger Harnack (publisher)**
Address (Office of Publication): 600 S. 6th St.
Mailing Address: P.O. Box 878,
Sunnyside, WA 98944

Telephone Number: 509-837-4500
FAX Number: 509-837-6397

Signature of Authorized Official: 

Print Name: ROGER HARNACK Title of Official: PUBLISHER