

**GRANDVIEW CITY COUNCIL
MEETING AGENDA
TUESDAY, FEBRUARY 9, 2016**



STUDY SESSION – 5:30 PM

1. Grandview City Council Procedures Manual

PAGE
1-17

REGULAR MEETING – 7:00 PM

1. CALL TO ORDER & ROLL CALL

- A. Mayor Pro Tem Appointment

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2. PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Frenzy Friday Program
B. 2016 Proclamation Grandview High School Career and Technical Education Month

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4. PUBLIC COMMENT

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

5. CONSENT AGENDA

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

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

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23-27

6. ACTIVE AGENDA

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

28-33
34-41

7. UNFINISHED AND NEW BUSINESS

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

- A. Circle Park – City Administrator
B. Museum Renovation Update – Parks & Recreation Director

9. MAYOR & COUNCILMEMBER MEETING REPORTS

10. EXECUTIVE SESSION

11. ADJOURNMENT

GRANDVIEW CITY COUNCIL

PROCEDURES MANUAL

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

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

**CITY COUNCIL
PROCEDURES MANUAL**

SECTION 1. GENERAL RULES:

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. MEETINGS:

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

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

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

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

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

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

- (a) matters affecting national security.

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

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

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

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

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

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

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

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

SECTION 3. RULES OF ORDER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.19 **Citizen Participation**

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

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

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



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

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

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

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

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

SECTION 4. AGENDA:

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 5. COMMITTEES

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

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

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

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

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

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

5.2 Ad Hoc Committees shall be appointed as deemed necessary.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 6. LAPTOP USAGE POLICY:

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

6.2 Ownership:

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

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

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

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

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

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

6.5 Liability:

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

dangerous files.

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

6.6 Email Usage:

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

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

6.7 Acceptable Use:

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

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

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

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

6.9 Installation of applications:

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

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

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

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6.11 Loss and Damage:

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

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

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

GRANDVIEW CITY COUNCIL

Off-site Equipment Receipt

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

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

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

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

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

Manufacturer	Model	Serial Number	Remarks

City Council Member Name (Please print)

City Council Member Signature

Date

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

END OF CITY COUNCIL PROCEDURES MANUAL

RCW 35A.12.065**Pro tempore appointments.**

Biennially at the first meeting of a new council, or periodically, the members thereof, by majority vote, may designate one of their number as mayor pro tempore or deputy mayor for such period as the council may specify, to serve in the absence or temporary disability of the mayor; or, in lieu thereof, the council may, as the need may arise, appoint any qualified person to serve as mayor pro tempore in the absence or temporary disability of the mayor. In the event of the extended excused absence or disability of a councilmember, the remaining members by majority vote may appoint a councilmember pro tempore to serve during the absence or disability.

[2009 c 549 § 3007; 1967 ex.s. c 119 § 35A.12.065.]

Anita Palacios

From: Mike Carpenter
Sent: Thursday, January 21, 2016 4:14 PM
To: Anita Palacios
Cc: Cus Arteaga
Subject: City Council Presentation - Frenzy Friday Program

Good afternoon,

Currently I am anticipating having 2 of our high school volunteers for our Frenzy Friday Program come to the February 9th City Council meeting to share their experience as a program volunteer under presentations.

The two volunteers are Lesly Sanchez and Jasmin Saldana. I am also working on having an actual participant attend too. I told them that they will need to keep their presentation under a minute each.

Thanks.

Mike

Mike Carpenter
Parks and Recreation Director
City of Grandview
Grandview, WA 98930
Phone: (509) 882-9219
Fax: (509) 882-3099
Visit our Website: [http:// www.grandview.wa.us](http://www.grandview.wa.us)

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2016 PROCLAMATION GRANDVIEW HIGH SCHOOL CAREER AND TECHNICAL EDUCATION MONTH

WHEREAS, February 2016 has been designated Career and Technical Education Month by the Association for Career and Technical Education (ACTE); and

WHEREAS, profound economic and technological changes in our society are rapidly reflected in the structure and nature of work, placing new and additional responsibilities on our educational system; and

WHEREAS, Career and Technical Education provides Americans with a school-to-careers connection and is the backbone of a strong, well educated work force, which fosters productivity in business and industry and contributes to America's leadership in the international marketplace; and

WHEREAS, Career and Technical Education gives high school students the opportunity to take advantage of a rigorous program of study that includes applicable academic and technical courses and experiences to provide students with a pathway, motivating them to graduate and leave school both college and career ready; and

WHEREAS, Career and Technical Education offers individuals lifelong opportunities to learn new skills, which provide them with career choices and potential satisfaction; and

WHEREAS, the ever-increasing cooperative efforts of Career and Technical educators, businesses and industry stimulate the growth and vitality of our local economy and that of the entire nation by preparing graduates for career fields forecasted to experience the largest and fastest growth in the next decade.

NOW THEREFORE, BE IT RESOLVED that the Mayor and City Council of the City of Grandview, Washington, proclaim February 2016, as **Career and Technical Education Month** in the City of Grandview and urge all citizens to become familiar with the services and benefits offered by the Career and Technical Education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

Dated this 9th day of February, 2016

Mayor Norm Childress

A handwritten signature in black ink, appearing to read "Norm Childress", is written over a faint, larger version of the signature.

**GRANDVIEW CITY COUNCIL
STUDY SESSION MINUTES
JANUARY 26, 2016**

1. CALL TO ORDER

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

Present were: Mayor Norm Childress and Councilmembers Gaylord Brewer, Dennis McDonald, Bill Moore and Joan Souders. Councilmember Javier Rodriguez arrived at 5:40 p.m. Gloria Mendoza arrived at 5:45 p.m. Councilmember Mike Everett arrived at 5:55 p.m.

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

2. HLA ENGINEERING & LAND SURVEYING, INC., RE: INDIRECT COST RATE FOR OVERHEAD CALCULATION

Present on behalf of HLA Engineering & Land Surveying, Inc., were Michael Battle, PE, President and Theodore Pooler, PE, Vice-President.

At the January 12, 2016 Council meeting, Councilmember Everett requested that the President of HLA Engineering and Land Surveying, Inc., attend the next Council meeting to explain the calculation of the indirect cost rate for overhead as identified on Exhibit D-1 of the Consultant Agreement.

President Battle distributed a document outlining HLA's experience with the City and the calculation of their overhead rate for engineering services, a copy of which is attached hereto and incorporated herein by reference.

3. GRANDVIEW CITY COUNCIL PROCEDURES MANUAL

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

Upon review, the Council recommended the following changes and/or additions:

3.11 Presiding Officers-Discretion:

The ~~presiding officer of the Council~~ **Mayor** may, at his discretion, call any member to take the chair, to allow him to address the Council, ~~make a motion~~, or discuss any other matter at issue.

3.12 Motions to Table:

Motions to lay any matter on the table shall be first in order; and on all questions, the last amendment, the most distance day, and the largest sum shall be put first. **All motions to table will be to a time certain.**

3.13 **Abstentions: City Attorney to research and provide clarification.**

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

3.14 **Adjournment: No notable changes**

3.15 **Rules-Changes: No notable changes**

3.16 **Committee-Reports: No notable changes**

3.17 **Attendance of Staff:**

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

3. **ADJOURNMENT**

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

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
JANUARY 26, 2016**

1. CALL TO ORDER

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

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

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

2. OATHS OF OFFICE

City Attorney Plant administered the Oaths of Office to newly elected Councilmember Gaylord Brewer (Position 4) and Councilmember Bill Moore (Position 5).

3. PLEDGE OF ALLEGIANCE

Councilmember Moore led the pledge of allegiance.

4. PRESENTATIONS

A. Oaths of Office – Police Officers Cole Hecker and Robert Flores

Mayor Childress administered the Oaths of Office to newly hired Police Officers Cole Hecker and Robert Flores.

5. PUBLIC COMMENT – None

6. CONSENT AGENDA

Councilmember Brewer requested that the following items be removed from the Consent Agenda:

- Payroll Electronic Fund Transfers (EFT) Nos. 5499-5503 in the amount of \$71,445.61
- Payroll Check Nos. 8594-8610 in the amount of \$97,980.49
- Payroll Direct Deposit 01/01/16 – 01/15/16 in the amount of \$88,229.77
- Claim Check Nos. 109756-109853 in the amount of \$196,729.82

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

- A. Minutes of the January 12, 2016 study session**
- B. Minutes of the January 12, 2016 regular meeting**

7. **ACTIVE AGENDA**

A. **Resolution No. 2016-2 approving a Site Use Agreement between People For People and the City of Grandview Community Center**

For several years, the City allowed the use of their respective facilities for the operation of a noon meal program to serve hundreds of area senior citizens. This has been a valuable program, enhancing the health and social well-being of the elderly. Staff presented the annual Site Use Agreement between People For People and the City to provide food and nutrition services for area senior citizens. Traditionally, the noon meal program offered a host of opportunities for the Parks and Recreation staff and volunteers to enhance lives with additional and meaningful recreation programs. In addition, the agreement included a reimbursement provision for utility costs from People For People in the amount of \$400 per month.

On motion by Councilmember Rodriguez, second by Councilmember Mendoza, Council approved Resolution No. 2016-2 approving a Site Use Agreement between People For People and the City of Grandview Community Center.

B. **Resolution No. 2016-6 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Daniel Polage**

The City contracts with Yakima County District Court for municipal court services. Under the terms of the contract, the City must provide indigent defense services to indigent defendants. In the event of a conflict with the current public defender, the City must also provide alternate counsel for indigent defendants. The City negotiated contract terms with Daniel Polage to provide conflict indigent defense counsel through January 14, 2017.

Councilmembers expressed concern that Mr. Polage declined to provide professional liability insurance.

Councilmember Moore moved to approve Resolution No. 2016-6 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Daniel Polage.

Councilmember Souders seconded the motion.

All the councilmembers voted in opposition of the motion. The motion failed.

C. **Resolution No. 2016-7 approving Task Order No. 2016-02 with HLA Engineering and Land Surveying, Inc., for the Municipal Pool Improvements – Phase 2**

The Swim Pool Committee was appointed by the City in 2014 with the main focus of recommending improvements to the seasonal aquatics facility. A five year improvement plan was developed with Phase 1 including a lighted parking area and renovations to the existing bathhouse. The Committee continues to promote citizen ownership within the various aspects of these improvements. Phase 2 improvements included the installation of new fencing and some decking to put the City in the position to offer family friendly amenities like a double flume water slide, picnic areas, foot shower stations, walkways, interior barrier fencing, etc. There was \$156,500 appropriated within the 2016 Capital Improvement Fund for these Phase 2 improvements (\$116,500 for construction and \$40,000 for engineering design and construction

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services). As the City moves through this process, there would be a need to prioritize various elements to help stay within budget. Staff presented Task Order No. 2016-02 with HLA Engineering and Land Surveying, Inc., to provide professional engineering services for the Municipal Pool Improvements – Phase 2 in the amount of \$40,000.00.

On motion by Councilmember Moore, second by Councilmember Brewer, Council approved Resolution No. 2016-7 approving Task Order No. 2016-02 with HLA Engineering and Land Surveying, Inc., for the Municipal Pool Improvements – Phase 2.

D. Resolution No. 2016-8 authorizing the Mayor to sign a Repayment Contract between the City of Grandview and FruitSmart, Inc.

On motion by Councilmember Everett, second by Councilmember Rodriguez, Council approved Resolution No. 2016-8 authorizing the Mayor to sign a Repayment Contract between the City of Grandview and FruitSmart, Inc.

Councilmember Brewer abstained from the vote.

8. UNFINISHED AND NEW BUSINESS

A. Payroll Electronic Fund Transfers (EFT) Nos. 5499-5503 in the amount of \$71,445.61, Payroll Check Nos. 8594-8610 in the amount of \$97,980.49, Payroll Direct Deposit 01/01/16 – 01/15/16 in the amount of \$88,229.77, and Claim Check Nos. 109756-109853 in the amount of \$196,729.82

Councilmember Brewer questioned whether there was a payroll and/or claim payment that was out of the ordinary that Council should be aware of. He stated that he had not seen the list.

Staff indicated that supporting documentation for payroll and claim payments was available for Council review beginning on the Friday prior to Tuesday Council meeting. The information was available for review in the Council committee room.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved the following:

- **Payroll Electronic Fund Transfers (EFT) Nos. 5499-5503 in the amount of \$71,445.61**
- **Payroll Check Nos. 8594-8610 in the amount of \$97,980.49**
- **Payroll Direct Deposit 01/01/16 – 01/15/16 in the amount of \$88,229.77**
- **Claim Check Nos. 109756-109853 in the amount of \$196,729.82**

B. Facilitated Council Retreat – Councilmember Everett

On motion by Councilmember Everett, second by Councilmember Brewer, Council agreed to designate one or more Councilmembers to work with staff to establish a date, time and facilitator for a Council retreat.

Councilmembers Everett, Brewer and Souders volunteered.

C. Yakima County Solid Waste Advisory Committee Municipal Representative

The Board of Yakima County Commissioners requested a representative from the City to serve as a voting member of the Yakima County Solid Waste Advisory Committee (SWAC). The SWAC was an advisory board that evaluates waste management practices in Yakima County in accordance with State solid waste management priorities outlined in RCW 70.95.

Mayor Childress offered to represent the City unless another Councilmember was interested. The SWAC requested that the municipality's representative be provided by February 10th.

9. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Relocation of City Entrance Sign at Intersection of OIE/Elm – Staff distributed photos of the relocation of the City entrance sign at the intersection of OIE/Elm. Sunfair Marketing agreed to allow the City to locate the sign on the edge of their property at the intersection.

Community Partnership Meeting – The City was in the process of organizing a community partnership meeting with the Grandview School District, YVCC Grandview Campus, Port of Grandview and Sunnyside Valley Irrigation District.

East Fourth Street Neighborhood Improvement Project – The East Fourth Street Neighborhood Improvement project was completed with the installation of the new street lights.

10. MAYOR & COUNCILMEMBER MEETING REPORT

Yakima Valley Office of Emergency Management – Councilmember Brewer attended a meeting with the Yakima Valley Office of Emergency Management in December 2015.

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

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

YVCOG General Membership Meeting – The YVCOG General Membership meeting was held on January 20th in Toppenish. The program was All Aboard Washington.

Rotary Club Presentation – Mayor Childress spoke to the Rotary Club on January 13th and provided an update of City projects. The club suggested the installation of picnic tables at the Rose Garden and improving the visibility of the driveway approach into the parking lot at the Rose Garden.

11. EXECUTIVE SESSION – None

12. ADJOURNMENT

On motion by Councilmember Mendoza, second by Councilmember Moore, Council adjourned the meeting at 8:15 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

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

ITEM TITLE

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

AGENDA NO.: Active 6 (A)

AGENDA DATE: February 9, 2016

VISION:

Strategic Plan – More Leisure Opportunities

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

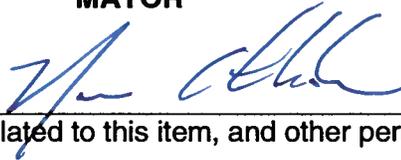
DEPARTMENT DIRECTOR REVIEW

Mike Carpenter, Parks & Recreation Director



CITY ADMINISTRATOR

MAYOR

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

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

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

Attached is the Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2016 season. The City Attorney has had the opportunity to review and comment on the document. Swim Team President Krysti Febus has reviewed and signed the agreement.

ACTION PROPOSED

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

RESOLUTION NO. 2016-6

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE GRANDVIEW NEPTUNE
ROTARY SWIM TEAM FOR THE USE OF THE SWIMMING POOL –
2016 SWIM TEAM PROGRAM**

WHEREAS, the City of Grandview and the Grandview Neptune Rotary Swim Team desire to enter into a Recreational Use Permit regarding the use of the swimming pool for the 2016 Swim Team program;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2016 Swim Team program in the form as is attached hereto and incorporated herein by reference.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RECREATIONAL USE PERMIT

By and Between

The City of Grandview and the Grandview Neptune Rotary Swim Team
For the Use of the Swimming Pool-2016 Swim Team Program

This Agreement, entered into this 9th day of February, 2016 is made and entered into by and between the City of Grandview, a municipal corporation, hereinafter referred to as "City", and the Grandview Neptune Rotary Swim Team, a non-profit organization, hereinafter referred to as the "Swim Team".

1. Recitals:

The City owns, operates and maintains a municipal swimming pool located within Westside Park. The City believes that the Swim Team provides an excellent social, recreational and educational experience for its participants and spectators and therefore, benefits the citizens of Grandview.

The Swim Team acknowledges its responsibility to organize, promote and conduct a competitive swimming program for the youth within the Grandview community, and the City desires to facilitate such a program;

2. Agreement:

2.1 Safety:

2.1.1 The City shall provide a certified Lifeguard on the deck at all times during practice sessions and swim meets. The Lifeguard shall have current American Red Cross Lifeguarding Certification, including CPR for the professional rescuer.

2.1.1 Swim Team shall observe all pool rules. Running and rough housing is not allowed anywhere in the facility.

2.1.3 Swim Team meets and practices must be operated in the safest manner possible. If an accident occurs, a coach must report all accidents and incidents to the Pool Management, and complete the incident/accident form.

2.1.4 If any pool equipment, pool facility component or other item related to Swim Team use or not, are damaged or found to be damaged, these must be reported to Pool Management for immediate repairs. The City reserves the right to recover costs associated with labor and repair as the result of damaged equipment and/or facility by the Swim Team.

2.1.5 Unauthorized persons are not allowed in the mechanical building, chemical storage area or the bathhouse office area.

2.1.6 Swim Team agrees to strictly comply with and strictly enforce Washington State's Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of sustaining a concussion must be removed from swimming activity immediately and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussions and receives written clearance to return to swim activity from that health care provider.

2.2 Scheduling:

2.2.1 Swim Team may begin use of the pool with the permission of the Parks and Recreation Director once the pool has been filled and has passed pre-season inspection by City staff. The season will end following the Mid Valley League Championships.

2.2.2. Barring inclement weather or emergency maintenance, the Swim Team shall have priority use during the following times:

- Monday through Friday from 8:00-11:00 a.m.
- Up to seven mutually scheduled Home Swim Meets (6:00 p.m. start until closing for meets).
- Mutually scheduled practice times, prior to the pool opening to the general public.
- Grandview hosting Swim Team Championships July 28, 29, 30, 31, 2016 after swim lessons July 28th.

2.3 Facility Maintenance:

2.3.1 Swim Team shall be responsible for removing all litter and belongings from the deck, locker rooms and surrounding park area immediately following each usage. The Swim Team will assign a clean-up crew to address litter in the bathhouse, on the deck and around the pool facility during and after each home meet.

2.4 Use Payment:

2.4.1 Each swim team participant will be required to pay \$50 per youth fee as outlined in Section 2.75.020 (swimming pool fees) of the Grandview Municipal Code. Once the Swim Team Roster has been finalized, the Swim Team shall submit a check to the City with proper documentation to verify the total participants for the season.

2.4.2 After July 1st, 2015, the Swim Team Shall submit a letter to the City requesting the release of \$1,000 that has been earmarked for Swim Team Scholarships through the annual United Way of Central Washington funding.

2.5 Liability Insurance:

2.5.1 The Swim Team shall obtain and maintain a policy of liability insurance at all times during the term of this Agreement covering all activities of the Swim Team. A comprehensive general liability policy of insurance covering body injury and property damage, with respect to the use or occupancy of the swimming pool, with liability limits not less than \$1,000,000 per occurrence shall be required. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Swim Team shall also provide the City with a Certificate or Certificates of Liability Insurance within ten (10) days of execution of this Agreement.

2.5.2 Swim Team shall indemnify and hold harmless the City and/or its elected officials, employees, volunteers, insurers, successors and assigns from and against any and all claims, demands, causes of action, damages, suits or judgments, for deaths or injuries to persons for loss or damage of property arising from or in connection with Swim Team activities at the pool or on City property. As used in this section, the term Swim Team includes agents, servants, employees, and volunteers of the Swim Team, as well as participants, invitees and spectators at Swim Team activities occurring at the pool or on City property. In the event of any claims made or suits filed, the City shall give Swim Team prompt written notice thereof and Swim Team shall have the right to defend or settle the same to the extent of its interest hereunder. The provision applies in all events, regardless of whether or not the insurance provisions above are required or expected.

2.6 Concessions:

2.6.1 Under a separate Concession Agreement, the Swim Team shall be entitled to operate a concession stand during home swim meets at a site approved by the City. Swim Team shall comply with all applicable health code and permit requirements, including but not limited to food preparation, storage, sanitation and waste removal.

2.7 Community Athletic Program-Sexual Discrimination Prohibited:

2.7.1 Swim Team agrees to comply with RCW 49.60.500, made applicable to community athletics programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.

2.8 Early Termination:

2.8.1 In the event it becomes necessary for either party to terminate this Agreement, the party invoking the termination shall provide the other party advanced written notice of termination at least thirty (30) days prior to the effective date of termination; provided, however, in the event of an emergency, the City may cause this Agreement to be terminated upon such date and terms reasonably required.

2.9 Termination for Cause:

2.9.1 If Swim Team fails to abide by the terms and conditions of this Agreement.

2.10 Entire Agreement:

2.10.1 This Agreement, with Swim Team's application for use of the City's swim pool, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of the park facilities shall apply to this Agreement, and more incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms shall control.

2.11 Assignment:

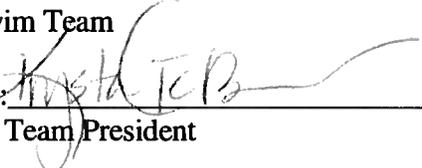
2.11.1 This Agreement and terms and provisions herein are personal to the Swim Team, and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

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

City of Grandview

Swim Team

By: _____
Mayor Childress

By:  _____
Team President

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

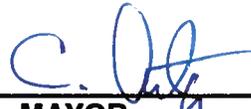
By: _____
City Attorney

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

ITEM TITLE East Wine Country Plaza Project Acceptance	AGENDA NO.: Active 6 (B) AGENDA DATE: February 9, 2016
ORIGINATING SOURCE Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

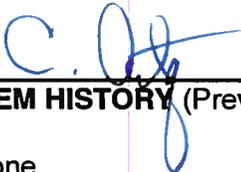
DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR



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

None

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

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

ACTION PROPOSED

Move that Council accept the East Wine Country Plaza infrastructure improvements as complete once the project closure requirements as identified in the January 25, 2016 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.



January 25, 2016

City of Grandview
207 West Second Street
Grandview, WA 98930

Attn: Mr. Cus Arteaga
City Administrator/Public Works Director

Re: City of Grandview
EAST WINE COUNTRY PLAZA
SIED Contract No.: YC-GL-14
HLA Project No.: 14110C
Final Progress Estimate and Project Acceptance

Dear Cus:

Enclosed is Progress Estimate No. 8 designated as the Final for work performed by Inland Asphalt Company, through January 13, 2016, in connection with their contract on the above referenced project. The amount due the Contractor of \$568.10 is net after retainage, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the Grandview City Council.

This letter also serves as our recommendation for acceptance of this project by the City of Grandview. We have reviewed the work performed by Inland Asphalt Company on this project and believe it has been completed satisfactorily. Please provide us a copy of the Council resolution authorizing project acceptance.

Enclosed for your action is the "Notice of Completion of Public Works Contract" to be completed and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia. Forward one (1) copy each of the Notice of Completion to the Department of Revenue, Department of Labor and Industries, and the Employment Security Department as soon as the Grandview City Council has accepted the project.

The retainage on this project in the amount of \$36,461.23 should be released to Inland Asphalt Company, after acceptance of the project and when the following conditions have been satisfied:

1. There are no liens or claims for labor and materials furnished on this project filed against the retainage.
2. A full sixty (60) days have elapsed since the official acceptance of this project by the City of Grandview.
3. The City has received Notice of Completion clearance from the Department of Revenue, Department of Labor and Industries, and the Employment Security Department relative to this contract. Please provide a copy of each to our office.

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4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
 - a. HLA has confirmed that all punch list items identified during the final walk-through inspection have been completed.
 - b. HLA has mailed two (2) neatly marked 11"x17" sets, and an emailed set of record drawings to the City of Grandview on December 22, 2015.
 - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
 - d. The required project labor and equal employment opportunity documents will be delivered to the City of Grandview on January 26, 2016.

We would appreciate receiving a copy of your Council Resolution authorizing release of retainage.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,



Stephen S. Hazzard, PE

SSH/crf

Enclosures

Copy: Inland Asphalt Company
Steve Sziebert, HLA
Correspondence File

NOTARIZED STATEMENT

TO THE

City of Grandview

I hereby certify that

- a) all materials and labor used and performed in the construction of the EAST WINE COUNTRY PLAZA – Project Number 14110C, for the City of Grandview, have been paid in full and there are no liens or other legal actions pending;
- b) Inland Asphalt Company, has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.

by Pam Reynolds

PAM REYNOLDS / PROJECT MANAGER
Name and Title (Please print or type)

Inland Asphalt Company
Contractor

STATE OF Washington)
) SS
COUNTY OF Benton)



SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON December 9, 2015,

BY Maria Vela
(Signature)

Notary Public Printed Name: Maria Vela

My Appointment Expires: 10/9/19

(Please return completed CERTIFICATION form to HLA)

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City of Grandview
 207 W. Second Street
 Grandview, WA 98930

EAST WINE COUNTRY PLAZA
 SIED Contract No.: YC-GL-14
 HLA Project No.: 14110

TO: Inland Asphalt Company
 955 W. Lacey
 Richland, WA 99352

Progress Estimate No.: 8 AND FINAL
 Date: January 13, 2016

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 8 Quantity	Quantity to Date	Amount	Contract Quantity
SCHEDULE A - ROADWAY IMPROVEMENTS								
1	Mobilization	LS	1	\$43,500.00	0%	100%	\$43,500.00	100%
2	Project Temporary Traffic Control	LS	1	\$6,500.00	0%	100%	\$6,500.00	100%
3	Clearing and Grubbing	LS	1	\$3,700.00	0%	100%	\$3,700.00	100%
4	Removal of Structure and Obstruction	LS	1	\$4,000.00	0%	100%	\$4,000.00	100%
5	Unclassified Excavation Incl. Haul	CY	2,150	\$8.00	0	2,150	\$17,200.00	100%
6	Crushed Surfacing Base Course	TON	2,150	\$20.50	0.00	2,119.20	\$43,443.60	99%
7	Crushed Surfacing Top Course	TON	925	\$22.75	0.00	1,049.39	\$23,873.62	113%
8	HMA Cl. 1/2-Inch PG 64-28	TON	1,025	\$71.85	0.00	845.35	\$60,738.40	82%
9	Cement Conc. Traffic Curb and Gutter	LF	2,650	\$9.90	0	2,625	\$25,987.50	99%
10	Cement Conc. Sidewalk 4-Inch Thick	SY	850	\$36.25	0.00	847.35	\$30,716.44	100%
11	Cement Conc. Curb Ramp	EA	4	\$1,600.00	0	4	\$6,400.00	100%
12	Commercial Driveway Approach	EA	2	\$3,350.00	0	2	\$6,700.00	100%
13	Shoring or Extra Excavation	LF	375	\$0.50	0	375	\$187.50	100%
14	Storm Drain Pipe 12 In. Diam.	LF	275	\$24.00	0	251	\$6,024.00	91%
15	Select Backfill, as Directed	CY	140	\$30.00	0.00	179.64	\$5,389.20	128%
16	Underdrain Pipe Infiltration Trench System 12 In. Diam.	LF	375	\$51.00	0	375	\$19,125.00	100%
17	Catch Basin Type 1	EA	8	\$875.00	0	8	\$7,000.00	100%
18	Pretreatment Manhole 48 In. Diam.	EA	3	\$7,600.00	0	3	\$22,800.00	100%
19	Install Pretreatment Manhole 48 In. Diam. Supplied by City	EA	1	\$385.00	0	1	\$385.00	100%
20	Monument Case and Cover	EA	10	\$550.00	0	10	\$5,500.00	100%
21	Root Barrier	LF	48	\$18.00	0	44	\$792.00	92%
22	Irrigation System	LS	1	\$1,100.00	0%	100%	\$1,100.00	100%
23	Illumination System, Complete	LS	1	\$57,000.00	0%	100%	\$57,000.00	100%
24	ESC Lead	DAY	16	\$100.00	0	16	\$1,600.00	100%
25	Temporary Erosion/Water Pollution Control	FA	EST.	\$5,000.00	598.00	3,187.78	\$3,187.78	64%
26	Permanent Signing	LS	1	\$2,500.00	0%	100%	\$2,500.00	100%
27	Pavement Markings	LS	1	\$6,300.00	0%	100%	\$6,300.00	100%
28	Minor Change	FA	EST.	\$15,000.00	0.00	5,761.60	\$5,761.60	38%
SCHEDULE A SUBTOTAL							\$417,411.64	
SCHEDULE B - WATER IMPROVEMENTS								
29	Shoring or Extra Excavation	LF	1,540	\$0.50	0	1,792	\$896.00	116%
30	PVC Pipe for Water Main 12 In. Diam.	LF	1,300	\$34.00	0	1,302	\$44,268.00	100%
31	D.I. Pipe for Water Main 6 In. Diam.	LF	240	\$28.50	0	248	\$7,068.00	103%
32	Select Backfill, as Directed	CY	85	\$30.00	0.00	75.49	\$2,264.70	89%
33	Tapping Sleeve and Valve Assembly 12 In.	EA	2	\$6,500.00	0	2	\$13,000.00	100%
34	Tapping Sleeve and Valve Assembly 6 In.	EA	1	\$3,000.00	0	1	\$3,000.00	100%

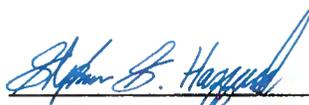
38

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 8 Quantity	Quantity to Date	Amount	Contract Quantity
35	Butterfly Valve 12 In.	EA	1	\$1,600.00	0	1	\$1,600.00	100%
36	Hydrant Assembly	EA	6	\$3,700.00	0	6	\$22,200.00	100%
37	Service Connection 6 In. Diam.	EA	6	\$2,500.00	0	6	\$15,000.00	100%
38	Service Connection 2 In. Diam.	EA	1	\$2,500.00	0	1	\$2,500.00	100%
39	Minor Change	FA	EST.	\$5,000.00	0.00	0.00	\$0.00	0%
SCHEDULE B SUBTOTAL							\$111,796.70	
SCHEDULE C - SEWER IMPROVEMENTS								
40	Shoring or Extra Excavation	LF	800	\$3.00	0	1,087	\$3,261.00	136%
41	PVC Sanitary Sewer Pipe 8 In. Diam.	LF	800	\$30.50	0	896	\$27,328.00	112%
42	Side Sewer Stub 6 In. Diam.	EA	7	\$625.00	0	7	\$4,375.00	100%
43	Select Backfill, as Directed	CY	135	\$30.00	0.00	99.23	\$2,976.90	74%
44	Manhole 48 In. Diam. Type 1	EA	7	\$1,300.00	0	7	\$9,100.00	100%
45	Minor Change	FA	EST.	\$5,000.00	0.00	0.00	\$0.00	0%
SCHEDULE C SUBTOTAL							\$47,040.90	
CHANGE ORDER NO. 1								
SCHEDULE A - ROADWAY IMPROVEMENTS								
1-1	Project Temporary Traffic Control for Change Order No. 1	FA	EST.	\$9,000.00	0.00	7,912.37	\$7,912.37	88%
1-2	Planing Bituminous Pavement	SY	2,600	\$7.60	0.00	1,358.56	\$10,325.06	52%
1-3	Increase the quantity of Bid Item 7, Crushed Surfacing Top Course (Shouldering)	TON	75	\$22.75	0.00	75.00	\$1,706.25	100%
1-4	Increase the quantity of Bid Item 8, HMA Cl. 1/2-Inch PG 64-28	TON	900	\$71.85	0.00	894.59	\$64,276.29	99%
1-5	Illumination System Complete for Change Order No. 1, Including 31 EA. 139W Luminaire Head Replacement, 2 EA. Luminaire Pole, Head, and Base, Junction Boxes, Conduit, Conductor, per Plan Sheets attached.	FA	EST.	\$50,000.00	0.00	46,744.70	\$46,744.70	93%
1-6	Pavement Markings for Change Order No. 1, including Temporary Markings	LS	1	\$7,800.00	0%	100%	\$7,800.00	100%
SCHEDULE D - IRRIGATION IMPROVEMENTS (NEW SCHEDULE)								
1-7	PVC Pipe (Class 200) for Irrigation Main 4 In. Diam.	LF	680	\$19.25	0	679	\$13,070.75	100%
1-8	Irrigation Valve, 4 Inch	EA	1	\$1,140.00	0	1	\$1,140.00	100%
CHANGE ORDER NO. 1, SUBTOTAL							\$152,975.42	

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 8 Quantity	Quantity to Date	Amount	Contract Quantity
	SUBTOTAL, WORK TO DATE						\$729,224.66	
	PLUS MATERIALS ON HAND						\$0.00	
	SUBTOTAL AMOUNTS						\$729,224.66	
	SCHEDULES B, C AND D - 7.9% STATE SALES TAX						\$13,670.82	
	TOTAL						\$742,895.48	
	LESS TOTAL RETAINAGE						\$36,461.23	
	LESS AMOUNTS PREVIOUSLY PAID						\$705,866.15	
	AMOUNT NOW DUE						\$568.10	

Progress Estimate No. 1	\$	<u>22,575.79</u>	Retainage:	<u>1,188.20</u>
REVISED Progress Estimate No. 2	\$	<u>291,727.46</u>	Retainage:	<u>14,693.65</u>
Progress Estimate No. 3	\$	<u>153,968.08</u>	Retainage:	<u>8,044.49</u>
Progress Estimate No. 4	\$	<u>170,935.63</u>	Retainage:	<u>8,996.61</u>
Progress Estimate No. 5	\$	<u>21,547.31</u>	Retainage:	<u>1,134.07</u>
Progress Estimate No. 6	\$	<u>35,913.04</u>	Retainage:	<u>1,890.16</u>
Progress Estimate No. 7	\$	<u>9,198.84</u>	Retainage:	<u>484.15</u>
Progress Estimate No. 8 AND FINAL	\$	<u>568.10</u>	Retainage:	<u>29.90</u>

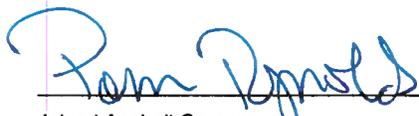
I hereby certify that the foregoing is a true and correct statement of the work performed under this Contract.



 Stephen S. Hazzard, PE

ACCEPTED:

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.



 Inland Asphalt Company

4/15/14

 Date:

City of Grandview
 207 W. Second Street
 Grandview, WA 98930

EAST WINE COUNTRY PLAZA
 SIED Contract No.: YC-GL-14
 HLA Project No.: 14110

TO: Inland Asphalt Company
 955 W. Lacey
 Richland, WA 99352

Progress Estimate No.: 8 AND FINAL
 Date: January 13, 2016

MINOR CHANGE

DATE	DESCRIPTION	PAID AS	SUB AMOUNT	GC AMOUNT	TOTAL AMOUNT	SUB NAME	TIME EXTENSION
SCHEDULE A - ROADWAY IMPROVEMENTS							
7/24/2015	SUPPLY AND PLACE TACK COAT FOR OVERLAY	28		\$4,401.60	\$4,401.60		
7/24/2015	ADDITIONAL MOBILIZATION FOR PAVING CREW - C.O. 1	28		\$850.00	\$850.00		
8/24/2015	SOIL STERILANT	28		\$510.00	\$510.00		
				Subtotal	\$5,761.60		
SCHEDULE B - WATER IMPROVEMENTS							
					\$0.00		
				Subtotal	\$0.00		
SCHEDULE C - SEWER IMPROVEMENTS							
					\$0.00		
				Subtotal	\$0.00		

cc: Inland Asphalt Company
 Stephen S. Hazzard, PE, HLA
 Steve Sziebert, HLA
 Archie McPherson, HLA