

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 28, 2017**



<u>REGULAR MEETING – 7:00 PM</u>		<u>PAGE</u>
1.	CALL TO ORDER & ROLL CALL	
2.	PLEDGE OF ALLEGIANCE	
3.	PRESENTATIONS	
A.	2015 Wastewater Treatment Plant Outstanding Performance Award – Washington State Department of Ecology	1
B.	March 2017 Proclamation People For People 15 th Annual March for Meals Month	2-3
4.	PUBLIC COMMENT – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.	
5.	CONSENT AGENDA – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.	
A.	Minutes of the February 14, 2017 Committee-of-the-Whole meeting	4-8
B.	Minutes of the February 14, 2017 Council meeting	9-11
C.	Payroll Electronic Fund Transfers (EFT) Nos. 5706-5710 in the amount of \$76,726.61	
D.	Payroll Check Nos. 9409-9426 in the amount of \$83,637.01	
E.	Payroll Direct Deposit 2/1/17 – 2/15/17 in the amount of \$90,467.36	
F.	Claim Check Nos. 112306-112393 in the amount of \$134,919.16	
6.	ACTIVE AGENDA – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).	
A.	Resolution No. 2017-12 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League	12-16
B.	Resolution No. 2017-13 accepting the Olmstead Road Water Main Extension	17-22
C.	Ordinance No. 2017-4 establishing a fund for the Transportation Benefit District (TBD) separate from the Street Fund	23
7.	UNFINISHED AND NEW BUSINESS	
8.	CITY ADMINISTRATOR AND/OR STAFF REPORTS	
9.	MAYOR & COUNCILMEMBER REPORTS	
10.	ADJOURNMENT	



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

August 30, 2016

The Honorable Norm Childress
Mayor of Grandview
207 W 2nd St
Grandview, WA 98930



Dear Mayor Childress:

Congratulations! The City of Grandview Wastewater Treatment Plant is receiving the 2015 "Wastewater Treatment Plant Outstanding Performance" award. Of approximately 300 wastewater treatment plants statewide, yours is one of 119 that achieved full compliance with its National Pollutant Discharge Elimination System (NPDES) permit in 2015.

My staff evaluated wastewater treatment plants in Washington for compliance with the effluent limits, monitoring and reporting requirements, spill prevention planning, pretreatment, and overall operational demands of the NPDES permit.

It takes diligent operators and a strong management team, working effectively together, to achieve this high level of compliance. It is not easy to operate a wastewater treatment plant 24 hours a day, 365 days a year, without violations. The Washington State Department of Ecology (Ecology) appreciates the extraordinary level of effort your plant operators demonstrated throughout 2015. Talented and proficient operators are critical to successful plant operations and protecting the health of Washington's waters. Your excellent record is a credit to the dedicated operators who are responsible for operating the award-winning City of Grandview Wastewater Treatment Plant.

Ecology will issue a news release recognizing the 2015 award recipients including the City of Grandview Wastewater Treatment Plant.

Please call Donna Smith at 509-575-2612 if you have any questions or comments about your award.

Thank you for the excellent service you provide. Congratulations!

Sincerely,

Heather R. Bartlett
Water Quality Program Manager





PEOPLE FOR PEOPLE

The Honorable Norm Childress
207 West Second Street
Grandview, WA 98930



Dear Mayor Childress:

I am writing you on behalf of the 1063 seniors we serve in Yakima County to invite you to participate in the 15th annual March for Meals. As Mayor, you are in an excellent position to help raise awareness for the growing number of seniors facing senior hunger and isolation, both serious problems currently impacting our community and our nation at large.

People For People's Meals On Wheels participates in the national March for Meals campaign, which is an annual month-long event, led by Meals on Wheels America. It is designed to generate public awareness about senior hunger and isolation and to celebrate the invaluable services provided by the Meals on Wheels programs – both home-delivered and congregate – in virtually every community across the country. Given the exemplary public-private partnership Meals on Wheels embodies, this annual campaign is also intended to showcase the successes of the Older Americans Act, help recruit new volunteers from our community and to increase fundraising from local businesses and supporters. For more information, please visit www.marchformeals.com.

We would be honored if you and/or other council members could participate in the March for Meals campaign by helping to serve meals to our senior clients during the month of March 2017. In doing so, you can connect with your constituents in our community and help People For People's Meals On Wheels gain much-needed visibility for this cause. Additionally, we would like to request a Proclamation proclaiming March 2017 as the 15th Annual March for Meals Month.

If you are interested in joining March for Meals, please contact us at your earliest convenience. We would like to confirm one of the following dates, March 14, 21, 23, 28, or 30. This would be held at Grandview meal site at the Grandview Community Center, 812 Wallace Way, Grandview, WA from 11:15 to 11:45 on one of the dates that will work best. I would be delighted to answer any questions that you may have and can be reached at 509-248-6726 or mcarlson@pfp.org. Attached is a sample proclamation for your consideration. Thank you for your serious consideration of our requests. I look forward to hearing from you.

Sincerely,

Madelyn Carlson
People For People, CEO



PEOPLE FOR PEOPLE



A PROCLAMATION PROCLAIMING MARCH 2017 AS THE 15th ANNUAL MARCH FOR MEALS MONTH

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2017 observance of March for Meals celebrates 15 years of providing an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, Meals on Wheels programs – both congregate and home-delivered, in Grandview, Washington, have served our communities admirably for more than 25 years; and

WHEREAS, volunteers for Meals on Wheels programs in Grandview, Washington are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

WHEREAS, Meals on Wheels programs in Grandview, Washington provide nutritious meals to seniors throughout the Grandview, Washington that help them maintain their health and independence, thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization; and

WHEREAS, Meals on Wheels programs in Grandview, Washington provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation; and

WHEREAS, Meals on Wheels programs in Grandview, Washington deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation.

NOW, THEREFORE, I, Norm Childress, as Mayor of Grandview, Washington do hereby proclaim March 2017 as the 15th Annual March for Meals Month and urge every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2017 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

Dated this 28th day of February, 2017

Mayor Norm Childress

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING MINUTES
FEBRUARY 14, 2017**

1. CALL TO ORDER

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

2. ROLL CALL

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

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, Fire Chief Pat Mason, Assistant Public Works Director Santos Trevino and City Clerk Anita Palacios.

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Beautification Commission Appointments

City Administrator Arteaga explained that Andrea Hendrickson, Lois Chilton and Sue Johnson submitted their resignations from the Beautification Commission. The following appointments were being presented by the Mayor to Council for confirmation:

<u>Position</u>	<u>Term</u>
Beautification Commission	
• Hopie Villanueva-Guillen	12/31/2022
• Erika McGuiness	12/31/2022
• Trish Drollinger	12/31/2022

Discussion took place.

On motion by Councilmember Brewer, second by Councilmember Souders, the C.O.W. moved the Beautification Commission appointments of Hopie Villanueva-Guillen, Erika McGuiness and Trish Drollinger as recommended by the Mayor to the February 14, 2017 regular Council meeting for consideration.

B. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League

City Administrator Arteaga explained that Washington Cities Insurance Authority strongly recommended that the City enter into Recreational Use Permits between those athletic organizations that were utilizing City owned recreational facilities to conduct their respective programs. He presented the Recreational Use Permit between the City and the Lower Valley Cal Ripken League for the 2017 season. The City Attorney reviewed and commented on the

document. Baseball League Coordinator Clint Adamson of the Lower Valley Cal Ripken League reviewed and signed the agreement.

Discussion took place.

Councilmember Brewer recommended the agreement be amended under paragraph 2(C) to provide that emergency response vehicles be allowed on the field or the grass at the Country Parks Events Center.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League, as amended, to the February 28, 2017 regular Council meeting for consideration.

C. Resolution authorizing the Mayor to sign an Interlocal Agreement for Cooperative Purchasing with Yakima County Fire District #12

Fire Chief Mason explained that Council advised staff to move forward on the opportunity to secure a loan through the USDA to purchase a new fire truck to replace the 1995 E-One Pumper. Cooperative purchasing by multiple public agencies was allowed under the provisions of RCW 39.34 when a public agency, having executed a public bid process for specific materials, services or equipment, entered into an Interlocal Agreement for Cooperative Purchasing with one or more public agencies desiring like equipment, material or services from the same contractor. Yakima County Fire District #12 purchased a similar pumper and agreed to enter into an agreement with the City. Yakima County Fire District #12 purchased a pumper in late 2015 after going through the public bid process. By entering into an Interlocal Agreement for Cooperative Purchasing it would create an opportunity for the City to decrease the amount of time it would take to move forward on this project which in turn would have the potential to help keep costs down. The process also allowed the City make some changes to the equipment that provided the City with a piece of equipment that was capable of meeting the needs of our community.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign an Interlocal Agreement for Cooperative Purchasing with Yakima County Fire District #12 to the February 14, 2017 regular Council meeting for consideration.

Councilmember Brewer voted in opposition.

D. Ordinance establishing a fund for the Transportation Benefit District (TBD) separate from the Street Fund

City Administrator Arteaga explained that at the January 24th C.O.W. meeting, staff proposed that the Transportation Benefit District (TBD) should be a separate fund and not be included within the Street Fund. This would allow for better accounting of the revenue and expenditures associated with the TBD. By Fund the highlights of the changes were:

- Street Fund: Reduce revenues and appropriations resulting in a decrease to estimated ending fund balance. The reserve would remain above Council's goal of 15 percent.

- TBD Fund: Increase in revenues and appropriations resulting in an increase to the estimated ending fund balance.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved an ordinance establishing a fund for the Transportation Benefit District (TBD) separate from the Street Fund to a regular Council meeting for consideration.

E. Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Jacob A. Lara

City Clerk Palacios explained that 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 Jacob A. Lara to provide conflict indigent defense counsel through December 31, 2018. The terms were identical to his previous agreement with the exception that Mr. Lara requested to add mileage from Yakima to Grandview at the current IRS rate as identified in paragraph 8.1 of the Public Defender Agreement.

Discussion took place.

Councilmember Everett expressed concern with the compensation per case being paid to Mr. Lara.

City Clerk Palacios concurred and advised that currently Mr. Lara was the only conflict public defender that the City was able to retain. Staff was in negotiations with two other attorneys interested in contracting with the City for conflict public defense.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Jacob A. Lara to the February 14, 2017 regular Council meeting for consideration.

F. Resolution accepting the Olmstead Road Water Main Extension

City Administrator Arteaga explained that during the fall of 2016, Statewide Development purchased the property located on Willoughby Road and McCreddie Road just north of I-82. The property was purchased with the intention of constructing a mini-storage facility. The developer was required to extend a new 12-inch water main in order to provide and meet the required fire flow requirements for the new facility. These improvements were paid for by Statewide Development. The improvements were designed by PLSA Engineering and the plans for construction were approved by the Public Works Director. The new water main extension meets all requirements of the City and was now operational. Statewide Development requested that the City accept ownership of the new water main extension and provided the appropriate record drawings identifying the entire scope of work (i.e., water main location, fire hydrants and blow out stations). In addition, this new water main extension would open up the possibility for future development east of Grandview.

6

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved a resolution accepting the Olmstead Road Water Main Extension to a regular Council meeting for consideration.

G. Proposed Renaming of Stokely Square (Councilmember Brewer)

City Administrator Arteaga explained during the 2015 Council Retreat, former Councilmember Jesse Palacios suggested the renaming of Stokely Square to "Freedom Square" in conjunction with the annual July 4th flag raising ceremony. During the 2016 Council Retreat, Councilmember Everett suggested renaming Stokely Square to "Bren Square" in recognition of former Mayor and Councilmember Mike Bren. To date, Council had not formally agreed on a name change. He explained that Councilmember Brewer requested that this item be placed on the February 14, 2017 C.O.W. agenda for further discussion.

Councilmember Brewer suggested that a committee be formed to provide recommended name changes to the Council for consideration.

Discussion took place.

Following discussion, the C.O.W. requested that the Beautification Commission recommend proposed name changes for Stokely Square.

5. OTHER BUSINESS

Historical Markers – The C.O.W. requested that the Beautification Commission consider historical markers at various locations (i.e., the Rose Garden).

VFW Monument & Veteran Name Plates – City Administrator Arteaga recommended that the Veterans of Foreign Wars (VFW) monument and Veteran name plates located at the former VFW Post (132 Division Street) be relocated to a public park. The former VFW post located at 132 Division Street was closed and the property was sold to a private property owner. The relocation of the VFW monument and Veteran name plates to a public park would allow for the City to maintain it. The C.O.W. concurred and requested that the Beautification Commission consider alternate park locations for the VFW monument and Veteran name plates.

Social Media Policy – City Clerk Palacios reported that a draft social media policy would be presented at the February 28th C.O.W. meeting.

Yakima County Emergency Medical Services Levy – Mayor Childress reported that he serves as the Yakima Valley Mayor's representative on the Yakima County Emergency Medical Services Board. At the last Board meeting, discussion took place regarding the formula utilized to distribute EMS levy funds to the various fire departments throughout Yakima County and whether the formula provided a fair and equitable distribution of funds. The formula consisted of three parts: assessed value, population, and EMS aid calls. He noted that the Board would be reviewing the formula.

6. **ADJOURNMENT**

The study session adjourned at 7:05 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 14, 2017**

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, Gloria Mendoza, Bill Moore, Javier Rodriguez and Joan Souders.

Absent from the meeting was Councilmember Dennis McDonald.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council excused Councilmember Dennis McDonald from the meeting.

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

2. PLEDGE OF ALLEGIANCE

Councilmember Rodriguez led the pledge of allegiance.

3. PRESENTATIONS

A. 2017 Proclamation Grandview High School Career and Technical Education Month

Present were GHS DECA Advisor Brad Charvet and GHS FFA Advisor Ryan Maiden along with GHS DECA and FFA Chapter students.

Mayor Childress proclaimed February 2017 as Career and Technical Education Month in the City of Grandview and urged all citizens to become familiar with the services and benefits offered by the Career and Technical Education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

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

- A. Minutes of the January 24, 2017 Committee-of-the-Whole meeting**
- B. Minutes of the January 24, 2017 Council meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5699-5704 in the amount of \$92,142.37**
- D. Payroll Check Nos. 9371-9408 in the amount of \$31,363.01**
- E. Payroll Direct Deposit 1/16/17 – 1/31/17 in the amount of \$98,963.34**
- F. Claim Check Nos. 112179-112305 in the amount of \$355,316.02**

6. **ACTIVE AGENDA**

- A. **Resolution No. 2017-9 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing**

This item was previously discussed at the January 24, 2017 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Mendoza, Council approved Resolution No. 2017-9 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the West Fifth Street Resurfacing.

- B. **Beautification Commission Appointments**

This item was previously discussed at the February 14, 2017 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Rodriguez, Council confirmed the following Beautification Commission appointments as recommended by the Mayor:

<u>Beautification Commission</u>	<u>Term</u>
• Hopie Villanueva-Guillen	12/31/2022
• Ericka McGuiness	12/31/2022
• Trish Drollinger	12/31/2022

- C. **Resolution No. 2017-10 authorizing the Mayor to sign an Interlocal Agreement for Cooperative Purchasing with Yakima County Fire District #12**

This item was previously discussed at the February 14, 2017 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Resolution No. 2017-10 authorizing the Mayor to sign an Interlocal Agreement for Cooperative Purchasing with Yakima County Fire District #12.

- D. **Resolution authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Jacob A. Lara**

This item was previously discussed at the February 14, 2017 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2017-11 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Jacob A. Lara.

Councilmember Everett voted in opposition.

7. **UNFINISHED AND NEW BUSINESS** – None

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Public Works Department Work Schedule – City Administrator Arteaga reported that with the break in weather, the Public Works Department began pothole repair, sign repair, irrigation pump repair and street sweeping.

YCDA New Vision Annual Meeting Luncheon Registration – City Administrator Arteaga reported that the YCDA New Vision Annual Meeting Luncheon was scheduled for March 15th from 11:30 a.m. to 1:00 p.m. The City and Port of Grandview purchased two tables and he requested RSVP's from Councilmembers.

Spring Clean-up – Assistant Public Works Director Trevino reported that the Spring Clean-up was scheduled for the 2nd and 3rd Saturdays in April (April 8th and 15th).

9. MAYOR & COUNCILMEMBER REPORTS

Yakima Valley Homeless Program: Project Funding Workshop – Councilmember Souders reported that the Yakima Valley Conference of Governments would be holding a Yakima Valley Homeless Program: Project Funding Workshop on February 16th at the Grandview Library.

Yakima Valley Rural Leadership – Councilmember Souders reported that she was nominated to participate in the Yakima Valley Rural Leadership program in Toppenish.

Public Works Rotary Program – Councilmember Moore commended Assistant Public Works Director Trevino and Public Works Foreman Juan Moreno for speaking at the Rotary Club meeting regarding the City's snow removal process and the Public Works Department's annual work schedule.

10. ADJOURNMENT

On motion by Councilmember Mendoza, second by Councilmember Moore, Council adjourned the meeting at 7:35 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

11

RESOLUTION NO. 2017-12

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 28, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

This Agreement entered into this 28th day of February, 2017 by and between the City of Grandview, and Lower Valley Cal Ripken League for the uses and purposes stated herein and below.

1. Recitals

A. The City of Grandview, hereafter called the "City" is a municipal corporation of the State of Washington, with City Hall located at 207 W. 2nd Street, Grandview, WA 98930.

B. Lower Valley Cal Ripken League, hereafter called "Baseball League" is a non-profit organization with organized and stated purposes of organizing baseball competition between teams of the organization.

C. City owns Ralph Scott Memorial Ball Fields at the Country Park Events Center. Such facilities include baseball fields suitable for competition, hereafter called the "Baseball Facility".

D. City and Baseball League desire to enter into a Recreational Use Permit regarding the use of Baseball Facility.

2. Agreement

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

Responsibilities of Baseball League:

- A. Baseball League seeks to gain access for the use of Baseball Facility to conduct a program of baseball, in accordance with its own rules and regulations.
- B. Baseball League shall pay the City a Recreational Use Permit fee of \$25 for each use of the ball field lights. An accurate account of each use of the ball field lights will be recorded by the league and submitted to the City at the end of the season for appropriate billing. The Recreational Use Permit authorizes Baseball League to use the Baseball Facility as mutually scheduled between March 1 and July 25, 2016. Baseball League acknowledges that City sponsored programs and community events have scheduling priority over Baseball League's use of the Baseball Facility under this Agreement, and that Baseball League may not use the Baseball Facility if such use conflicts with a City sponsored program or community event. Baseball League shall not use the Baseball Facility additionally without first obtaining further written permission from the City and the payment of additional fees as established by the City.
- C. At no time shall Baseball League participants, coaches, officials, spectators, vendors or any other people drive or park any vehicles on the Baseball Facility. No vehicles

shall be allowed on the field or the grass at the Country Park Events Center (except maintenance and emergency response vehicles). All vehicles must be parked in spaces designated for parking. Only individuals with a current Washington State Disabled Parking Permit will be allowed to park in designated disabled parking areas. All other vehicles associated with the Baseball League will park in the main parking lot at the Country Park Events Center.

- D. Baseball League shall be solely and completely responsible for maintaining the dirt infields, facility fencing, dugout shelters, benches, storage units/areas and on site equipment in a clean, neat and safe condition. The City will be responsible for mowing and trimming of grass, restroom maintenance and garbage dumpsters. Baseball League shall provide routine litter clean-up and shall properly dispose of all trash on or surrounding the Baseball Facility, including parking areas, during the period of time that Baseball League shall be using the Baseball Facility. Baseball League shall be responsible for any damage that occurs to the Baseball Facility as a result or incidental to, Baseball League's use of the Baseball Facility under this Agreement. It is the responsibility of the Baseball league to keep all participants and spectators out of the livestock building and amphitheater areas. Baseball League will be allowed to engage in off-season field and structure maintenance of the baseball facility as scheduled through the parks and recreation department.
- E. Should Baseball League desire to make improvements and/or install equipment for use on the Baseball Facility, Baseball League shall seek prior written approval of the City before any equipment may be installed. Baseball League shall be solely responsible to ensure that said equipment meets the requirements of the U.S. Consumer Products Commission or other state or federal agency charged with the establishment of safety standards for such equipment. Upon installation of said equipment, such equipment shall remain the sole property of the City unless otherwise specifically agreed upon in writing by both parties.
- F. Baseball League is aware of and will abide by all elements of the Grandview Municipal Code of Chapter 12.20 (Park Code).
- G. Baseball League shall obtain and maintain throughout the term of this Agreement, or as long as Baseball League remains in possession of the Baseball Facility, a broad form of comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use or occupancy of the Baseball Facility, with liability limits of not less than \$1,000,000, per occurrence. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Baseball League shall provide City with a certificate or certificates of such insurance within ten (10) days of execution of this Agreement.
- H. Baseball League shall indemnify and hold harmless the City and/or its elected officials, employees, volunteers, insurers, successors and assigns from and against any and all claims, demands, causes of action, damages, suits or judgments, including but not

limited to, any claims of insurance carriers, the Department of Labor & Industries, the Department of Social and Health Services, and any federal agency, healthcare provider or governmental taxation agency (including costs and expenses incurred in connection therewith), for deaths or injuries to persons or for loss or damage of property arising out of or in connection with the use and occupancy of Baseball Facility by Baseball League, its agents, participants, servants, employees, volunteers, invitees, and spectators. In the event of any claims made or suits filed, the City shall give Baseball League prompt written notice thereof and Baseball League shall have the right to defend or settle the same to the extent of its interest hereunder. The provision applies in all events, regardless of whether or not the insurance provisions above are required or expected.

- I. Baseball League has inspected the Baseball Facility and the Country Park Events Center and any equipment located upon such facility, and finds such to be adequate for Baseball Leagues use. Baseball League and those individuals using such facilities and equipment through Baseball League and this Agreement do so at their own risk.
- J. Under a separate Concession Agreement, the Baseball League shall be entitled to operate a concession stand upon site approved by the City. Baseball League shall comply with all applicable health code requirements, including but not limited to food preparation, storage, sanitation and waste removal. Baseball League shall be solely responsible for compliance with all applicable laws and regulations pertaining to sales tax and tax reporting.
- K. Baseball League agrees to strictly comply with and strictly enforce Washington State's Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of sustaining a concussion must be removed from play at the Baseball Facility and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and receives written clearance to return to play from that health care provider.
- L. Baseball League agrees to comply with RCW 49.60.500, made applicable to community athletic programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.
- M. Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture or any other relationship than independent contractors. Baseball League shall be and remain in sole charge, supervision and control of all Baseball League activities, games, training and programs. City shall remain in sole charge, supervision and control of all its parks and recreation programs of the City of Grandview.
- N. In 2017, the Baseball League, in addition to its regular leagues, will administer the Tee Ball League that was previously administered by the City. The City will loan the Baseball League equipment to conduct the Tee Ball League. This format shall be evaluated by both parties and the City reserves the right to resume administration of the Tee Ball League as early as 2018. All loaned equipment shall be returned at this time.

- O. **Term of Agreement.** The term of this Agreement shall be for the term of the season set forth in Section B above. Notwithstanding termination of this Agreement through expiration of the term, the provisions relating to insurance and indemnification in Section H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.

- P. **Termination.** Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other. In the event Baseball League fails to abide by the terms and conditions of this Agreement or in the event of an Emergency, the City may terminate this Agreement upon such terms and at such time as the City deems necessary and appropriate, provided notice of termination for cause shall be provided to Baseball League. For purposes of this section, the term "Emergency" means any changes of the Comprehensive Plan or Parks & Recreation Plan mandated by governmental authorities and agencies with jurisdiction. Notwithstanding an early termination of this Agreement, the provisions relating to insurance and indemnification in Sections G and N arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.

- Q. **Entire Agreement.** This Agreement, with Baseball League's application for use of City's park facilities, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of park facilities shall apply to this Agreement, and are incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms of this Agreement shall control.

- R. **Assignment.** This Agreement and the terms and provisions herein are personal to Baseball League, and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

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

City of Grandview

By: _____
 Mayor Norm Childress

Baseball League

By: 
 Baseball League Coordinator

ATTEST:

By: _____
 Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
 City Attorney

16

RESOLUTION NO. 2017-13

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE OLMSTEAD ROAD WATER MAIN EXTENSION**

WHEREAS, Statewide Development constructed an extension of the City's water main along Olmstead Road; and,

WHEREAS, the Public Works Director has determined that the water main extension designed by PLSA Engineering and constructed by Statewide Development is complete and ready for acceptance by the City Council,

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

The City of Grandview accepts the Olmstead Road Water Main Extension as identified on the Olmstead Road Water Main Extension – Utility Plans attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 28, 2017.

MAYOR

ATTEST:

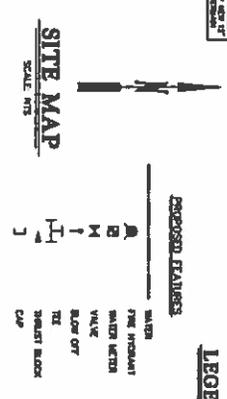
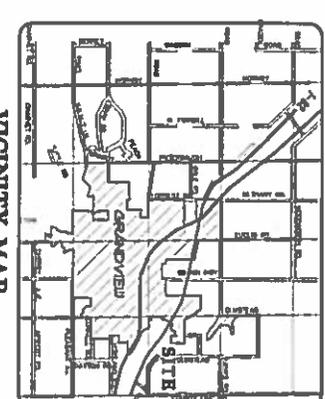
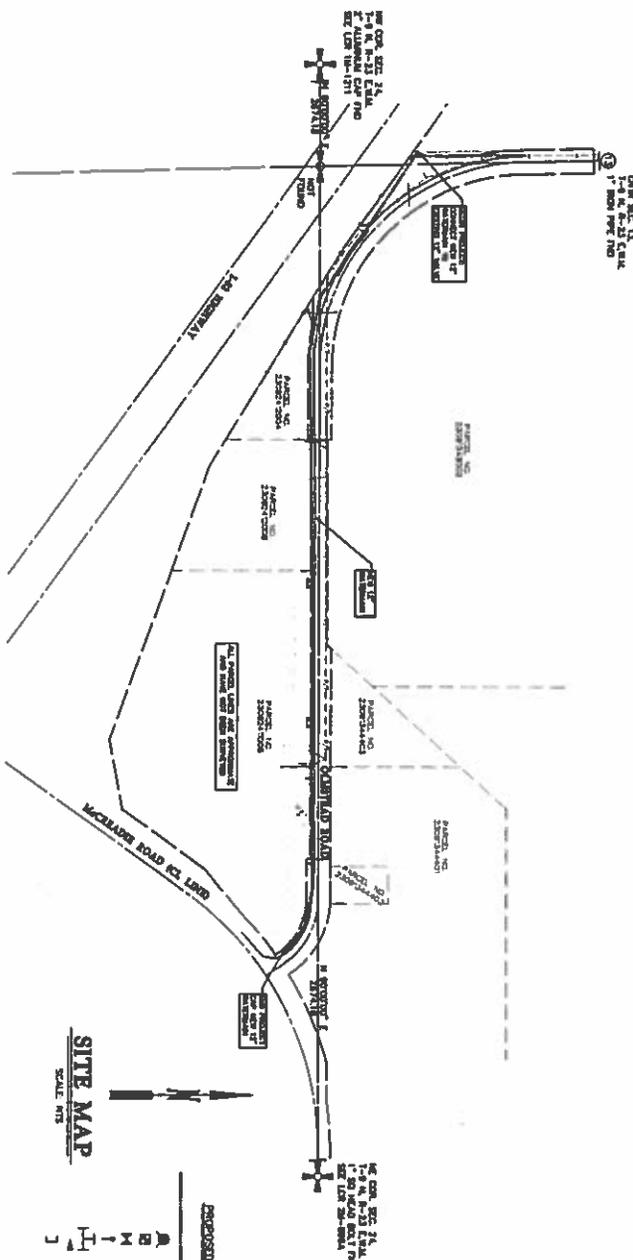
CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

OLMSTEAD ROAD WATER MAIN EXTENSION - UTILITY PLANS

PORTION SECTION 13 & 24, TOWNSHIP 9 NORTH, 23 EAST, W.M. GRANDVIEW, WASHINGTON



LEGEND

- | PROPOSED FEATURES | | EXISTING FEATURES | |
|-------------------|------------|-------------------|------------|
| Water | Water Main | Water Main | Water Main |
| Valve | Valve | Valve | Valve |
| Manhole | Manhole | Manhole | Manhole |
| Hydrant | Hydrant | Hydrant | Hydrant |
| Street | Street | Street | Street |
| Property | Property | Property | Property |
| ... | ... | ... | ... |

APPROVED FOR CONSTRUCTION

CITY OF GRANDVIEW _____ DATE _____

CITY OF GRANDVIEW FIRE MARSHAL _____ DATE _____

SANITARY VALLEY REGULATION DISTRICT _____ DATE _____

STATEWIDE DEVELOPMENT

PREPARED FOR

DATE: 10/03/2016
 DRAWN BY: A.D.C.
 CHECKED BY: J.L.B.
 JOB NO: 18214
 DWG NAME: C1.0
 CITY OF GRANDVIEW PROJECT

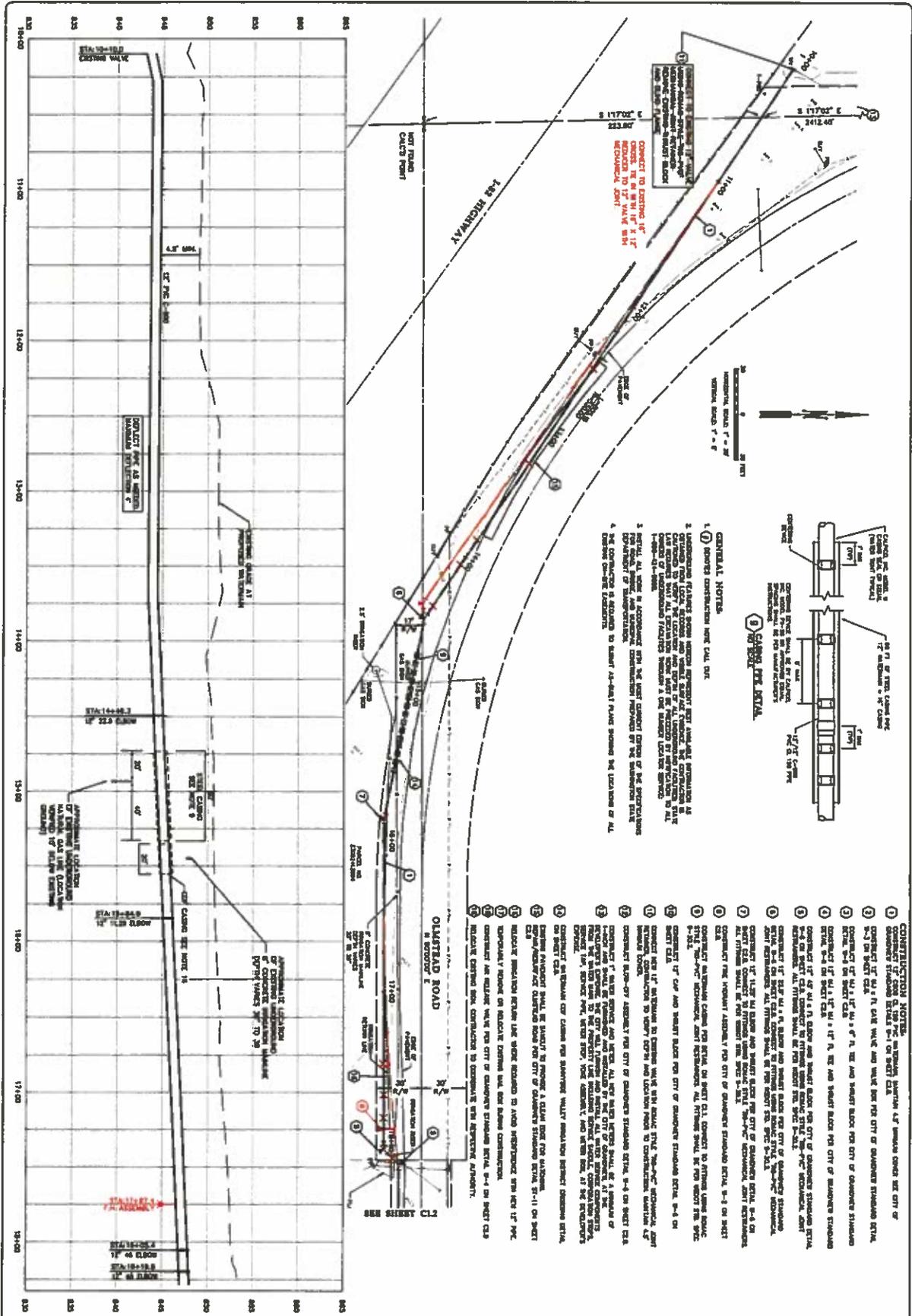
PLSA
 ENGINEERING-SURVEYING-PLANNING
 120 WEST LINCOLN TARIKA, WASHINGTON 98050-0000



OLMSTEAD ROAD WATERMAIN EXTENSION
 UTILITY PLAN & PROFILE
 STATEWIDE DEVELOPMENT
 PREPARED FOR
 PARRISH STELL, 275 E. COUNTY ROAD GRANDVIEW, WA 98001
 PHONE: 866-880-8237

REVISION	DATE
deleted gate valves per I&EA sketch dated 10-5-2016	10/6/2016

18



- GENERAL NOTES:**
1. (1) SHOWS CONSTRUCTION WORK ONLY. SEE PLAN.
 2. CONTRACTOR TO VERIFY FROM RECORD DRAWINGS AND FIELD SURVEY THAT THE LOCATION OF ALL EXISTING UTILITIES IS CORRECT TO THAT SHOWN ON THIS PLAN. THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FOR ALL EXISTING UTILITIES. ALL UTILITIES SHALL BE PROTECTED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FOR ALL EXISTING UTILITIES.
 3. CONTRACTOR TO VERIFY FROM RECORD DRAWINGS AND FIELD SURVEY THAT THE LOCATION OF ALL EXISTING UTILITIES IS CORRECT TO THAT SHOWN ON THIS PLAN. THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FOR ALL EXISTING UTILITIES.
 4. THE CONTRACTOR IS REQUIRED TO MAINTAIN ADEQUATE RECORDS OF THE CONSTRUCTION WORK.

- CONSTRUCTION NOTES:**
1. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 2. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 3. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 4. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 5. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 6. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 7. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 8. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 9. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 10. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 11. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 12. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 13. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 14. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 15. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 16. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 17. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 18. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 19. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.
 20. CONCRETE SHALL BE PLACED IN THE TRENCH TO PROTECT THE WATERMAIN FROM DAMAGE DURING CONSTRUCTION.

C1.1	DATE	10/03/2016
	DRAWN BY	A.D.C.
	CHECKED BY	J.L.K.
	DATE	10/11/16
	DWG NAME	

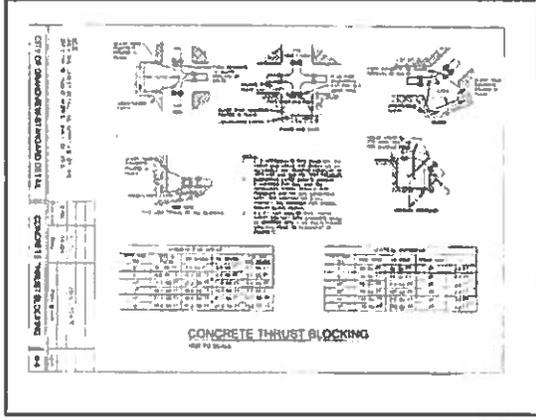
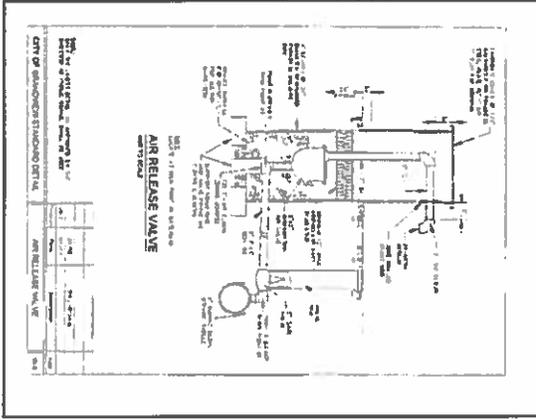
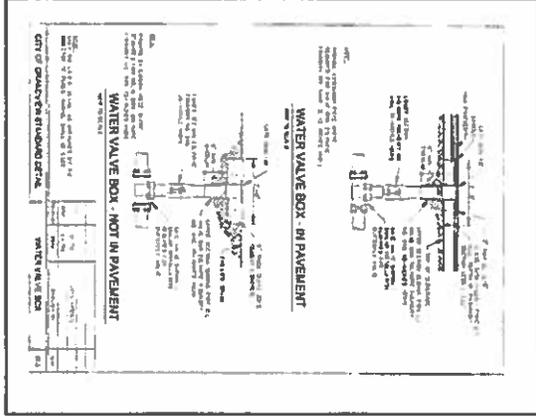
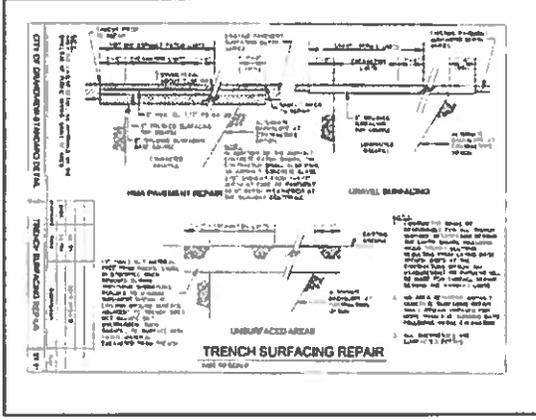
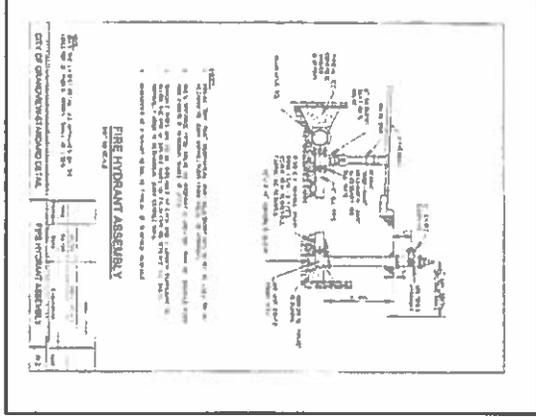
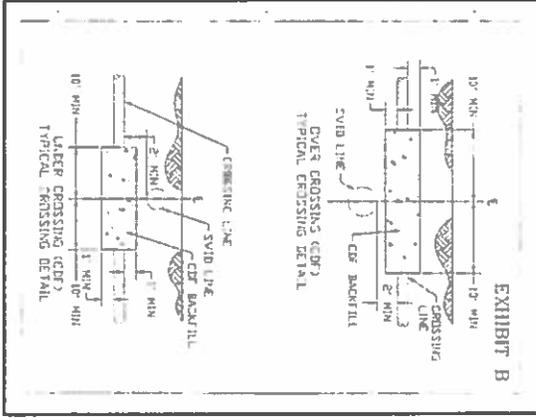
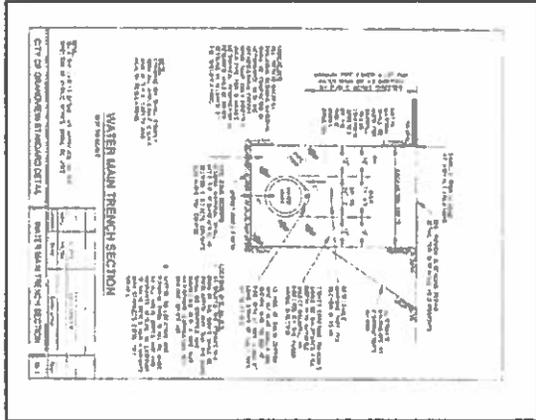
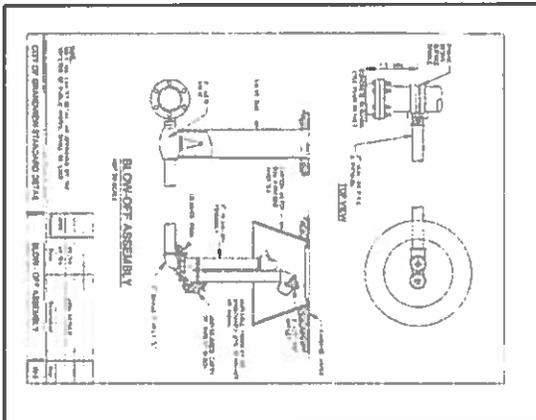
PLSA
ENGINEERING-SURVEYING-PLANNING
1230 WEST LINCOLN AVENUE, WASHINGTON STATE 98108-4000



OLMSTEAD ROAD WATERMAIN EXTENSION UTILITY PLAN & PROFILE STATEWIDE DEVELOPMENT
BARKER STILL, 370 S. COUNTY ROAD GRANVIEW, WA 98009
PHONE: 360-595-2525

REVISION	DATE
1.0	10/8/2016
2.0	10/11/2016

19



CITY OF GRANDVIEW PROJECT	DATE	10/03/2018
	DRAWN BY	A.D.C.
	CHECKED BY	J.L.R.
	JOB NO.	18214
	DRG NAME	

PLSA
ENGINEERING-SURVEYING-PLANNING
1200 WEST LINCOLN TAYLOR, WASHINGTON (206) 975-0500



OLMSTEAD ROAD WATERMAIN EXTENSION UTILITY PLAN & PROFILE STATEWIDE DEVELOPMENT
BARRON STELL, 370 S. COUNTY ROAD GRANDVIEW, WA 98009
PHONE: 866-888-0257

REVISION	DATE
Revised gate valves per H.A. sketch dated 10-3-2018	10/6/2018

22

ORDINANCE NO. 2017-4

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ESTABLISHING A FUND FOR THE TRANSPORTATION BENEFIT DISTRICT (TBD)
SEPARATE FROM THE STREET FUND**

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

Section 1. Statement of Purpose: The City Council for the City of Grandview, Washington, has determined that for accounting purposes it would be in the best interest of the city to establish a Fund that separates the Transportation Benefit District (TBD) from the Street Fund.

Section 2. Transportation Benefit District (TBD): The TBD Fund (115) is hereby created. Said fund shall be available for deposit of any interest accrued, revenue from vehicle license fees or funding received from any and all lawful sources for the purpose of preserving and maintaining the City of Grandview streets and infrastructure.

Section 3. Expenditures of Fund: Monies in the TBD Fund shall be expended exclusively for ongoing transportation improvements that preserve, maintain and, as appropriate, construct or reconstruct the existing transportation infrastructure of the City of Grandview.

Section 4. Severability: If any provision of this Ordinance or its application to any person or circumstances is held to be invalid the remainder of this Ordinance or the application of the provisions to other persons or circumstances, shall not be affected.

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 28, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 3/1/17
EFFECTIVE: 3/6/17

23