

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, JULY 11, 2017**



**REGULAR MEETING – 7:00 PM**

**PAGE**

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
- 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 June 28, 2017 Committee-of-the-Whole meeting 1-4
  - B. Minutes of the June 28, 2017 Council meeting 5-7
  - C. Payroll Electronic Fund Transfers (EFT) Nos. 5780-5785 in the amount of \$92,832.67
  - D. Payroll Check Nos. 9659-9706 in the amount of \$30,522.23
  - E. Payroll Direct Deposit 6/16/17 – 6/30/17 in the amount of \$104,823.56
  - F. Claim Check Nos. 113195-113290 in the amount of \$214,944.96
- 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. Public Hearing – 2018-2023 Six-Year Transportation Improvement Program 8-9
  - B. Resolution No. 2017-26 adopting the 2018-2023 Six-Year Transportation Improvement Program 10-19
  - C. Resolution No. 2017-27 accepting the Municipal Pool Improvements – Phase 2B – Utility and Pool Deck Improvements as complete 20
  - D. Resolution No. 2017-28 authorizing the Mayor to sign a lease renewal with the Grandview Chamber of Commerce 21-28
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. EXECUTIVE SESSION** – Personnel & Union Negotiations (30 minutes)
- 11. ADJOURNMENT**

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING MINUTES  
JUNE 27, 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, Dennis McDonald and Bill Moore.

Councilmember Gloria Mendoza arrived at 6:10 p.m. Councilmember Joan Souders arrived at 6:30 p.m.

Absent from the meeting were Councilmembers Mike Everett and Javier Rodriguez.

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

Absent from the meeting was City Attorney Quinn Plant.

**3. PUBLIC COMMENT**

Nancy Ochoa, Lead Dispatcher for the Grandview Police Department, addressed the Council on behalf of the Police Support Union bargaining group regarding the budget amendment in the amount of \$30,000 for City Attorney labor services for dispatch negotiations. She indicated that the group felt it would be more reasonable for the \$30,000 to go towards a wage increase for dispatchers rather than for attorney services.

City Administrator Arteaga indicated that it would not be appropriate for Council to open up dialogue with the union group on bargaining issues that were currently at the table for negotiations as the City could be faced with an unfair labor practice.

Councilmember Brewer questioned the itemized billing statement for City Attorney labor services.

City Administrator Arteaga indicated that questions regarding the itemized billing statement would be directed to the City Attorney for clarification at the next meeting.

**4. NEW BUSINESS**

**A. Resolution accepting the Municipal Pool Improvements – Phase 2B – Utility and Pool Deck Improvements as complete**

City Administrator Arteaga explained that TCC Construction, Inc., completed the construction of the Municipal Pool Improvements – Phase 2B – Utility and Pool Deck Improvements. Staff recommended Council accept the project as complete once the requirements in the June 14,

2017 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Discussion took place.

**On motion by Councilmember Mendoza, second by Councilmember Brewer, the C.O.W. moved a resolution accepting the Municipal Pool Improvements – Phase 2B – Utility and Pool Deck Improvements as complete to the July 11, 2017 regular Council meeting for consideration.**

**B. Resolution authorizing the Mayor to sign a lease renewal with the Grandview Chamber of Commerce**

City Administrator Arteaga explained that at the June 13, 2017 C.O.W. meeting, City Treasurer Matt Cordray advised that the Chamber of Commerce rental lease for the former Parks & Recreation Office located at 303 West Wine Country Road was expiring at the end of June. The Chamber requested renewal of the lease at the same rate of \$220/month plus leasehold tax of \$28.25. In addition, the lease would automatically renew every year for 20 years unless the City or Chamber provided written notice of non-renewal. The lease renewal with the Chamber of Commerce was presented for consideration.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember McDonald, the C.O.W. moved a resolution authorizing the Mayor to sign a lease renewal with the Grandview Chamber of Commerce to the July 11, 2017 regular Council meeting for consideration.**

**C. Resolution adopting the 2018-2023 Six-Year Transportation Improvement Program**

City Administrator Arteaga explained that each year, the City was required to update the Six-Year Transportation Improvement Program (TIP). The Six-Year TIP identified street priority projects and funding sources. The Council has had a standing recommendation of not adding street projects unless there was a funding source available to support the recommendation. He presented the 2018-2023 Six-Year TIP for consideration. The projects were prioritized as follows:

Priority Number: 1

Project Title: Old Inland Empire Highway Improvements from Grandridge Road to Elm Street

Project Description: Reconstruct roadway including widening, excavation, gravel surfacing, hot mix asphalt, curb and gutter, sidewalk, storm drainage improvements, landscaping and street lights

Project Year: 2023

Funding Source: Surface Transportation Program (STP)

Federal/State Funds: \$1,897,700

Local Funds: \$296,200

Total Funds: \$2,193,900

Priority Number: 2

Project Title: Wine Country Road & McCreadie Road Intersection Roundabout

Project Description: Construct new roundabout including curb and gutter, sidewalks, hot mix asphalt, pavement markings, permanent signing and street lighting

Project Year: 2019

Funding Source: Transportation Improvement Board (TIB)

Federal/State Funds: \$765,000

Local Funds: \$85,000

Total Funds: \$850,000

Priority Number: 3

Project Title: West Fifth Street Resurfacing from Euclid Road to Grandridge Road

Project Description: Grind and overlay asphalt surface, pavement markings, update sidewalk ramps to ADA standards

Project Year: 2018

Funding Source: Transportation Improvement Board (TIB)

Federal/State Funds: \$381,600

Local Funds: \$42,400

Total Funds: \$424,000

Priority Number: 4

Project Title: Wine Country Road Resurfacing from SVID canal crossing to McCreadie Road

Project Description: Grind and overlay asphalt surface, pavement markings, update sidewalk ramps to ADA standards

Project Year: 2018

Funding Source: Transportation Improvement Board (TIB)

Federal/State Funds: \$114,300

Local Funds: \$12,700

Total Funds: \$127,000

Priority Number: 5

Project Title: Larson Street Improvements from West Fifth Street to Queen Street

Project Description: Roadway reconstruction including excavation, roadway widening, storm drainage improvements, hot mix asphalt, curb and gutter, and water system improvements

Project Year: 2020

Funding Source: City of Grandview

Federal/State Funds: -0-

Local Funds: \$425,000

Total Funds: \$425,000

Priority Number: 6

Project Title: Stassen Street Improvements from Hillcrest Street to Velma Avenue

Project Description: Roadway reconstruction including excavation, roadway widening, storm drainage improvements, hot mix asphalt, and water system improvements

Project Year: 2021

Funding Source: City of Grandview

Federal/State Funds: -0-

Local Funds: \$412,000

Total Funds: \$412,000

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Priority Number: 7

Project Title: Birch Street Improvements from Wine Country Road to East Third Street

Project Description: Roadway reconstruction including excavation, curb and gutter, hot mix asphalt, storm drainage improvements, and water system improvements

Project Year: 2021

Funding Source: City of Grandview

Federal/State Funds: -0-

Local Funds: \$504,000

Total Funds: \$504,000

Priority Number: 8

Project Title: Highland Road Improvements from Elm Street to east City limits

Project Description: Roadway reconstruction including excavation, road widening, curb and gutter, hot mix asphalt, storm drainage improvements, and water and sewer system improvements

Project Year: 2022

Funding Source: City of Grandview

Federal/State Funds: -0-

Local Funds: \$3,000,000

Total Funds: \$3,000,000

Priority Number: 9

Project Title: Forsell Road Resurfacing from Wallace Way to Puterbaugh Road

Project Description: Grind and overlay asphalt surface and pavement markings

Project Year: 2020

Funding Source: Transportation Improvement Board (TIB)

Federal/State Funds: \$288,000

Local Funds: \$32,000

Total Funds: \$320,000

He advised that the public hearing on the 2018-2023 Six-Year TIP was scheduled for the July 11, 2017 regular Council meeting.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Mendoza, the C.O.W. moved a resolution adopting the 2018-2023 Six-Year Transportation Improvement Program to the July 11, 2017 regular Council meeting for consideration following the public hearing.**

5. **OTHER BUSINESS** – None

6. **ADJOURNMENT**

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

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Mayor Norm Childress

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Anita Palacios, City Clerk

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**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
JUNE 27, 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, Dennis McDonald, Bill Moore, Gloria Mendoza and Joan Souders.

Absent from the meeting were Councilmembers Mike Everett and Javier Rodriguez.

**On motion by Councilmember Souders, second by Councilmember Mendoza, Council excused Councilmembers Mike Everett and Javier Rodriguez from the meeting.**

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

Absent from the meeting was City Attorney Quinn Plant.

**2. PLEDGE OF ALLEGIANCE**

Adjutant Jim Davidson of The American Legion Fred E. Hayes Post 57 led the pledge of allegiance.

**3. PRESENTATIONS**

**A. The American Legion Fred E. Hayes Post 57 presentation of awards to the Public Works Department and Public Works Maintenance Technician Hector Mejia**

Adjutant Jim Davidson and Commander Robert Gates of The American Legion Fred E. Hayes Post 57 presented a Certificate of Appreciation to employees of the Public Works Department for their work at the Grandview Cemetery for Memorial Day and Wreaths Across America. Present on behalf of the Public Works Department were Santos Trevino, Hector Mejia and Scott Smotherman.

In addition, Commander Gates presented the American Legion Bronze Medal to Hector Mejia for his work in support of Memorial Day and Wreaths Across America.

**4. PUBLIC COMMENT**

Charles Sanchez, 213 Ash Street, Grandview, expressed concern with Ordinance No. 2017-7 amending the 2017 Annual Budget in the amount of \$30,000 for City Attorney labor services regarding dispatch negotiations. He indicated that he was a former dispatcher of the Grandview Police Department, however, was addressing the Council as a member of the community. He indicated that the status of union negotiations and the allocation of funds should be made public, and it would be more appropriate to spend the extra \$30,000 granting the employees' requests rather than on attorney services.

**5. CONSENT AGENDA**

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

- A. Minutes of the June 13, 2017 Committee-of-the-Whole meeting
- B. Minutes of the June 13, 2017 Council meeting
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5769-5779 in the amount of \$79,340.99
- D. Payroll Check Nos. 9639-9658 in the amount of \$79,192.94
- E. Payroll Direct Deposit 6/1/17 – 6/15/17 in the amount of \$94,755.12
- F. Claim Check Nos. 113106-113194 in the amount of \$194,942.23

**6. ACTIVE AGENDA**

- A. Resolution No. 2017-24 authorizing the Mayor to sign a Public Defender Agreement for Conflict Indigent Defense Counsel with Daniel Polage

On motion by Councilmember Souders, second by Councilmember Moore, Council approved Resolution No. 2017-24 authorizing the Mayor to sign a Public Defender Agreement for Conflict Indigent Defense Counsel with Daniel Polage.

- B. Resolution No. 2017-25 accepting the Municipal Pool Improvements – Phase 2C – Pool Deck Lighting and Electrical Improvements as complete

On motion by Councilmember McDonald, second by Councilmember Mendoza, Council approved Resolution No. 2017-25 accepting the Municipal Pool Improvements – Phase 2C – Pool Deck Lighting and Electrical Improvements as complete.

- C. Resolution No. 2017-26 authorizing the Mayor to sign a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza

Councilmember Moore moved and Councilmember Souders seconded to approve Resolution No. 2017-26 authorizing the Mayor to sign a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza.

Councilmember Brewer asked whether the License Agreement would extend to a new owner should Mr. Winterholler sell the property.

Due to the absence of the City Attorney, Councilmember Moore withdrew his motion and Councilmember Souders withdrew her second to the motion, and this item was referred to the City Attorney for clarification.

- D. Ordinance No. 2017-6 amending Grandview Municipal Code Chapter 17.92 Comprehensive Plan

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2017-6 amending Grandview Municipal Code Chapter 17.92 Comprehensive Plan.

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**E. Ordinance No. 2017-7 amending the 2017 Annual Budget**

**On motion by Councilmember Souders, second by Councilmember Moore, Council approved Ordinance No. 2017-7 amending the 2017 Annual Budget.**

Councilmember Brewer voted in opposition.

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

**8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**

2018 Budget Preparation Calendar – City Administrator Arteaga distributed the 2018 Budget Preparation Calendar. Council agreed to a budget retreat on July 25<sup>th</sup>, 1:15 p.m., at the Library Program Room.

Pothole Repair – Assistant Public Works Director Trevino reported that pothole repairs had begun.

**9. MAYOR & COUNCILMEMBER REPORTS**

National Night Out – Councilmember Souders attended a planning meeting for the National Night Out event scheduled for August 7<sup>th</sup>, 6:00 p.m., at Westside Park. The event would be called “Together Grandview Can.” It was being organized by the Grandview Police Department and Grandview School District.

Swim Meet – Councilmember Souders attended the swim meet and received many positive comments on the new pool improvements.

**10. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Mendoza, Council adjourned the meeting at 7:50 p.m.**

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Mayor Norm Childress

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Anita Palacios, City Clerk



**CITY OF GRANDVIEW  
NOTICE OF PUBLIC HEARING  
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM**

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Grandview, Washington, will conduct a public hearing on **TUESDAY, JULY 11, 2017 at 7:00 p.m.**, in the Council Chambers, 207 West Second Street, Grandview, Washington, to receive comments on the **2018-2023 Six-Year Transportation Improvement Program**.

All persons are invited to appear and to provide comments on these actions. Please contact the City Clerk, at the above address or by telephone 882-9208 between 9 a.m. and 5 p.m., five (5) days prior to the hearing if you have special facility needs. If you are unable to attend the public hearing, written comments will be received until 5:00 p.m., the day of the hearing, at the above address, and will be entered into the record.

**CITY OF GRANDVIEW**

Anita G. Palacios, MMC  
City Clerk

Publish: Daily Sun News – June 21 & 28, 2017

**CITY OF GRANDVIEW  
CITY COUNCIL**

**PUBLIC HEARING PROCEDURE**

THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS:

MAYOR

1. The public hearing for the purpose of receiving comments on the **2018-2023 Six-Year Transportation Improvement Program** is now open.
2. Before hearing from the public, City Administrator Cus Arteaga will present the staff report.
3. Public comments will now be received. When you address the Council, begin by stating your name and address for the record.
4. Comments received by mail will now be entered in the record. The City Clerk will read any received.
5. The public testimony portion of this hearing is now closed. No further comments will be received.

**RESOLUTION NO. 2017-26**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ADOPTING THE 2018-2023 SIX-YEAR TRANSPORTATION  
IMPROVEMENT PROGRAM**

**WHEREAS**, the City of Grandview by statute must maintain a Six-Year Transportation Improvement Program for the improvement and maintenance of City streets; and,

**WHEREAS**, the 2018-2023 Six-Year Transportation Improvement Program has been revised and reflects the needs of the City for street maintenance and improvements; and,

**WHEREAS**, the Grandview City Council held a public hearing on the 2018-2023 Six-Year Transportation Improvement Program at its July 11, 2017 regular meeting,

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

The 2018-2023 Six-Year Transportation Improvement Program as attached hereto and incorporated herein by reference is hereby approved and adopted.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on July 11, 2017.

**MAYOR**

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**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**



# Six Year Transportation Improvement Program From 2018 to 2023

Agency: Grandview  
County: Yakima  
MPO/RTPG: YVCOG

N Inside Y Outside

Functional Class	18	B. STIP ID	WA-05178	Amendment		Resolution No.		Improvement Type	04	Utility Codes	C P T W	Total Length	0.740 CE	Environmental Type		RW Required	No
Priority Number	1	<p>A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin &amp; End Terminal F. Project Description</p> <p>Old Inland Empire Highway Improvements Grandridge Avenue to Elm Street Reconstruct roadway including widening, excavation, gravel surfacing, hot mix asphalt, curb and gutter, sidewalks, storm drainage improvements, landscaping, and street lights.</p>															

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code			State Fund Code	State Funds	Local Funds	Total Funds
			5TP(US)	Federal Funds	Total				
P	CN	2023	5TP(US)	1,887,700	1,887,700		0	286,200	2,183,900
			<b>Totals</b>	<b>1,887,700</b>	<b>1,887,700</b>		<b>0</b>	<b>286,200</b>	<b>2,183,900</b>

Phase	Expenditure Schedule				
	1st	2nd	3rd	4th	5th & 6th
CN	0	0	0	0	2,183,900
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,183,900</b>









# Six Year Transportation Improvement Program From 2018 to 2023

Agency: Grandview  
County: Yelma  
MPDRTPG: YVCOG

N Inside

Y Outside

Functional Class	19	Priority Number	5	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Larson Street Improvements South Fifth Street to Queen Street Roadway reconstruction including excavation, roadway widening, storm drainage improvements, hot mix asphalt, curb and gutter, and water system improvements.	WA-03875					04	C P T	0.160	CE	No

Funding		Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	2020		0		0	425,000	425,000
			Totals	0		0	425,000	425,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	0	425,000	0	0
	Totals	0	0	425,000	0	0

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# Six Year Transportation Improvement Program From 2018 to 2023

Agency: GrandView  
County: Yakima  
MPO/RTPO: YVCOG

N Inside Y Outside

Functional Class	19	Priority Number	8	B. STIP ID	WA-33876	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	04	Utility Codes	Total Length	0.130 CE	Environmental Type	No	RW Required	No
A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminals F. Project Description				<p>Stassen Street Improvements</p> <p>Hillcrest Street to Valme Avenue</p> <p>Roadway reconstruction including excavation, roadway widening, storm drainage improvements, curb and gutter, hot mix asphalt, and water system improvements.</p>														

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL			2021		0		0	412,000	412,000
Totals						0		0	412,000	412,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	0	0	352,000	0
Totals		0	0	0	352,000	0

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# Six Year Transportation Improvement Program From 2018 to 2023

Agency: Grandview  
County: Yakima  
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	19	Priority Number	7	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Birch Avenue Improvements Wine Country Road to East Third Street Roadway reconstruction including excavation, curb and gutter, hot mix asphalt, storm drainage improvements, and water system improvements.	WA-05489					04	C P T	0.180 CE		No

Funding		Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
Status	P	ALL	2021		0		0	504,000	504,000
				Totals	0		0	504,000	504,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	ALL	0	0	0	504,000	0
	Totals	0	0	0	504,000	0

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# Six Year Transportation Improvement Program From 2018 to 2023

Agency: Grandview  
 County: Yalma  
 MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	19	Priority Number	8	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Highland Road Improvements Elm Street to East City Limits Roadway reconstruction including excavation, roadway widening, curb and gutter, hot mix asphalt, storm drainage improvements, and water and sewer system improvements.	WA-03878					04	P T	1.000	ICE	No

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2023			0		0	3,000,000	3,000,000
					0		0	3,000,000	3,000,000

Expenditure Schedule	Phase	1st	2nd	3rd	4th	5th & 6th	Totals
ALL		0	0	0	0	3,000,000	3,000,000

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# Six Year Transportation Improvement Program From 2018 to 2023

Agency: Grandview  
County: Yakima  
MPORTRPO: YVCOB

N Inside Y Outside

Functional Class	17	Priority Number	8	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Forsell Road Resurfacing Pulentaugh Road to Wallace Way Grind and overlay asphalt surface, and pavement markings.	WA-10058					05	C P B T W	0.510	CE	No

Funding	Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	P	ALL	2020		0	T1B	288,000	32,000	320,000
				Totals	0		288,000	32,000	320,000

Expenditure Schedule	Phase	1st	2nd	3rd	4th	5th & 6th
	ALL	0	0	320,000	0	0
	Totals	0	0	320,000	0	0

Grand Totals for Grandview	Federal Funds	State Funds	Local Funds	Total Funds
	1,987,700	1,548,900	4,600,300	8,286,900

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**RESOLUTION NO. 2017-27**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE MUNICIPAL POOL IMPROVEMENTS – PHASE 2B –  
UTILITY AND POOL DECK IMPROVEMENTS AS COMPLETE**

**WHEREAS**, the City contracted with TCC Construction, Inc., to perform work for the Municipal Pool Improvements – Phase 2B – Utility and Pool Deck Improvements; and,

**WHEREAS**, the City's Parks and Recreation Director has determined that the work performed by TCC Construction, Inc., on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Municipal Pool Improvements – Phase 2B – Utility and Pool Deck Improvements as complete and authorizes staff to release the retainage to TCC Construction, Inc., once the conditions in the June 14, 2017 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on July 11, 2017.

**MAYOR**

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**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

**RESOLUTION NO. 2017-28**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A LEASE RENEWAL WITH  
THE GRANDVIEW CHAMBER OF COMMERCE**

**WHEREAS**, the City of Grandview and Grandview Chamber of Commerce entered into a Lease Agreement on June 12, 2012; and

**WHEREAS**, the lease expires June 30, 2017; and

**WHEREAS**, both parties wish to extend the lease for a twenty (20) year term;

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

The Mayor is hereby authorized to sign the Lease with the Grandview Chamber of Commerce on the terms and conditions contained in said lease and 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 July 11, 2017.

**MAYOR**

\_\_\_\_\_  
**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

## LEASE

THIS LEASE made and entered into effective this 1<sup>st</sup> day of July, 2017, by and between CITY OF GRANDVIEW, a Washington Municipal Corporation, hereinafter referred to as "Lessor", and GRANDVIEW CHAMBER OF COMMERCE, hereinafter referred to as "Lessee."

1. **PREMISES**. Lessor does hereby lease to Lessee, and Lessee does hereby lease from Lessor, those certain premises situated in the City of Grandview, County of Yakima, State of Washington described as a certain public building commonly identified as 303 West Wine Country Road, Grandview, Washington, Parcel No. 230923-21441. Legal description:

Grandview parcel designated as a parkly between blks 4 & 5, south of railroad right-of-way and north of Main Street Ex St. Hiway

(hereinafter called the "premises"), provided that access to the storage shed and City well located on the premises is expressly excluded from this lease agreement.

2. **PURPOSE**. The premises are to be used for the purpose of office space and activities for the Grandview Chamber of Commerce and for no other purposes without the written consent of Lessor. Lessee shall not have access to the storage shed or City well located on the premises, and shall not interfere with access to same by the City.

3. **CONDITION**. No representations, statements or warranties, express or implied, have been made by or on behalf of Lessor regarding the condition of the premises. In no event shall Lessor be liable for any defect in the premises or for any limitation on its use. By taking possession of the premises, Lessee certifies that it has carefully inspected the property, accepts the same "as is" and certifies that said property is satisfactory for the Lessee's business purposes.

4. **TERM: EXTENSION: CANCELLATION**. The term of this Lease shall be for one (1) year, commencing on the 1st day of July, 2017 and end at midnight on the 31st day of June, 2018. The lease shall automatically renew for twenty (20) additional terms of one (1) year unless and until Lessor or Lessee gives written notice of non-renewal to the other. Such notice must be provided no later than sixty (60) day prior to the end of a Lease term.

5. **RENT**. Lessee covenants and agrees to pay Lessor as rental for said premises: \$220.00 per month in lawful money of the United States of America in advance on the 1st day of each calendar month of the lease term. Such rental is to be paid to Lessor personally or by United States mail at Lessor's address set forth below, or to such other party or at such other place as Lessor may designate. In addition, Lessee shall pay to Lessor the sum of 12.84% State of Washington Leasehold Tax along with the monthly rental. Lessee shall pay any increased leasehold tax rates if said rate is increased by the State of Washington.

6. **LESSEE'S OBLIGATIONS**.

- (a) To keep the premises in a clean and sanitary condition.
- (b) To properly dispose of rubbish, garbage and waste in a clean and sanitary manner at reasonable and regular intervals and to assume all costs of extermination and fumigation for infestation.

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(c) To properly use and operate all electrical, gas, heating, plumbing facilities, fixtures and appliances.

(d) To not intentionally or negligently destroy, deface, damage, impair or remove any part of the premises, their appurtenances, facilities, equipment, furniture, furnishings and appliances, nor to permit any invitee, licensee or other person acting under his control to do so.

(e) Not to permit a nuisance or common waste.

(f) To pay all costs of operation of the premises as provided for herein.

(g) To provide and pay for all maintenance and janitorial costs as provided for herein.

(h) To pay for and maintain insurance as provided for herein.

(i) To indemnify and hold the Lessor harmless as provided for herein.

#### **7. MAINTENANCE OF PREMISES.**

(a) Lessor shall keep the sidewalks, driveways and parking areas surrounding the premises free and clear of all snow, ice and other obstructions.

(b) Lessee shall replace in a neat and workmanlike manner all glass and doors broken during occupancy thereof; to use due precaution against freezing of water or waste pipes and stoppage of the same in and about the premises and that in case water or waste pipes are frozen or become clogged, the Lessee shall repair the same at his own expense as well as all damage caused thereby. The Lessee agrees to provide and pay for regular preventive maintenance and servicing programs for the electrical and mechanical systems, including HVAC.

#### **8. REPAIRS.**

(a) The Lessee shall be responsible for any and all routine repairs to the electrical, plumbing, and the HVAC systems. Lessee shall also be responsible for all other maintenance, replacements, and repairs, including, but not limited to, doors, cabinets, glass breakage, interior and exterior painting, floor coverings, plumbing and electrical fixtures damaged or worn due to occupancy by Lessee. Lessee shall also be responsible for filters, appliances, water heaters and softeners, fans and telephone systems. Lessee shall make all repairs in accordance with the City of Grandview standards and may be inspected by City personnel. If a question arises as to whether a repair is "routine" or "major," the determination by Lessor, in its sole discretion, shall be final and binding. City personnel are authorized to issue written notice of repairs required, under this section, to be made with respect to the premises.

(b) Lessor shall maintain the grounds and buildings in good condition at all times. Lessor shall be responsible for all major repairs and replacement of the roof and structure and replacement of plumbing and HVAC systems not resulting from negligence of or misuse by Lessee.

(c) Should Lessee fail to make repairs and after twenty (20) days written notice to Lessee by Lessor (or less if said repair is an emergency), Lessor shall have the right, but not the obligation, to do such acts as and expend such funds as are reasonably required to perform such work. Any amount so expended by the Lessor shall be paid by Lessee promptly after demand with interest at twelve (12%) per annum from the date of such work. Lessor shall have no liability to Lessee for any damage, inconvenience or interference with the use of the premises by Lessee as a result of performing any such work.

**9. UTILITIES.** Lessee hereby covenants and agrees to pay their portion of the charges for heat, light and water and for all other public utilities which shall be used in or charged against the premises during the full term of this Lease.

**10. USE OF PREMISES.** The premises shall at all times be kept and used in accordance with the laws of the United States, the State of Washington and ordinances of the City in which the premises are located, and in accordance with all directions, rules and regulations of the health officer, Fire Chief, building official or other proper officer of the city and county in which the premises are located. Lessee will permit no waste, damage or injury to the premises. Lessee agrees that nothing will be done in or about the premises which will increase the present rate of fire hazard insurance. Lessee shall not permit loud noise or music to emanate from the building.

**11. LIENS AND INSOLVENCY.** Lessee shall keep the premises and the property in which the premises are situated free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee. In the event Lessee becomes insolvent, voluntary or involuntarily bankrupt, or if a receiver, assignee of other liquidation officer is appointed for the business of Lessee, then Lessor may cancel this Lease at Lessor's option.

**12. ASSIGNMENT.** Lessee shall not without written consent of Lessor or Lessor's agents, let or sublet the whole or any part of the premises, nor assign this Lease or any part without the written consent of Lessor or Lessor's agents, which consent shall not be unreasonably withheld. In the event Lessor consents to assignment of this Lease, a minimum charge of fifty percent (50%) of one month's rent shall be made by Lessor for transfer or assigning this Lease and shall be paid by Lessee. This Lease shall not be assignable by operation of law. If consent is once given by Lessor to the assignment of this Lease, or any interest therein, Lessor shall not be barred from afterwards refusing to consent to any further assignment.

**13. LESSOR'S ACCESS.** Lessee will allow Lessor or Lessor's agents free access at all reasonable time to the premises for the purpose of inspection or of making repairs, additions or alterations to the premises. However, this right shall not be construed as an agreement on the part of Lessor to make any repairs, additions or alterations not otherwise provided for herein. Lessor shall have the right to place and maintain "For Rent" signs in a conspicuous place on the premises for thirty (30) days prior to the expiration of this Lease.

**14. FIRE AND OTHER CASUALTY.** In the event the premises are destroyed or damaged by fire, earthquake, or other casualty to such an extent as to render the same, in Lessor's opinion, untenable in whole or in a substantial part, it shall be optional for Lessor to rebuild or repair the same. After the happening of any such contingency, Lessee shall give Lessor or Lessor's agent immediate written notice thereof. Lessor shall not have more than sixty (60) days after the date of such notification to notify Lessee in writing of Lessor's intentions to rebuild or repair the premises or the part so damaged as aforesaid. If Lessor elects to rebuild or repair the premises, Lessor shall prosecute the work of such rebuilding or repairing without unnecessary delay, and during such period the rent of the premises shall be abated in the same ratio that that portion of the premises rendered for the time being unfit for occupancy shall bear to the whole of the premises. If Lessor shall fail to give the notice aforesaid, Lessee shall have the right to declare this Lease terminated by written notice served upon Lessor or Lessor's

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agents.

In the event the building in which the premises hereby leased are located shall be destroyed or damaged by fire, earthquake or other casualty (even though the premises hereby leased shall not be damaged thereby) to such an extent that in the opinion of Lessor it shall not be practicable to rebuild or repair the building, then it shall be optional with Lessor to terminate this Lease by written notice served on Lessee within thirty (30) days after such destruction or damage.

**15. NOTICES.** Any notice required to be served in accordance with the terms of this Lease may be sent by registered or certified mail or served personally with receipt acknowledged in writing. Notice from Lessee to be sent to Lessor at 207 W. Second, Grandview, WA 98930, with attention to the City Administrator, and notice from Lessor to be sent to Lessee at 303 West Wine Country Road, Grandview, WA 98930. Notice shall be deemed to have been given on the date mailed or served.

**16. GOVERNMENTAL FEES.** All fees due the city, county or state on account of any inspection made on the premises by any officer thereof shall be paid by Lessee, or Lessor according to the purpose of the inspection.

**17. TAXES.** Lessor will pay in the first instance all real property taxes that may be assessed against the land and improvements on the premises, if any. Lessee will pay promptly when due all taxes assessed upon Lessee's fixtures, furnishings, equipment and stock, leasehold interest or other personal property in or upon the premises.

**18. INSURANCE.**

(a) Liability. Lessee during the entire term of the Lease shall, at Lessee's sole cost and expense, naming the Lessor and Lessor's agents as additional insured, maintain general public liability insurance against claims for personal injury, death or property damage occurring in, upon or about the premises and on sidewalks directly adjacent to the premises. The limitation of liability insurance shall not be less than Five Hundred Thousand Dollars (\$500,000.00) in respect to injury or death of one person, and to the limit of not less than One Million Dollars (\$1,000,000.00) in respect to any one accident, and to the limit of not less than Fifty Thousand Dollars (\$50,000.00) in respect to property damage. All such policies of insurance shall be issued in the name of Lessee and Lessor and for the mutual and joint benefit and protection of the parties, and such policies of insurance or copies thereof shall be delivered to Lessor. No such policy shall be subject to reduction of coverage or other modification, except after thirty (30) days written notice to Lessor by insurer. The limits of such insurance shall not limit the liability of the Lessee.

(b) Fire Insurance. Lessor, at its expense, shall maintain fire insurance on the premises. Lessee, at its option and expense, shall maintain fire insurance on Lessee' fixtures, furnishings, equipment and stock or other personal property in or upon the premises.

**19. WAIVER OF SUBROGATION.** With respect to loss or damage resulting from any cause insured against by the insurance to be carried by Lessor pursuant to the terms of Section 18 hereof, and with respect to any similar insurance of the type referenced in said Section 18, which is maintained by Lessee, the parties hereto waive any and all rights of recovery against the other, or seek to recover from the other, for loss of or damage to the other, or its property, or

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property of others under its control, and each party hereto shall give notice to any insurance carrier of the foregoing waiver of subrogation, and obtain from such carrier a waiver of right to recovery against the other party hereto, its agents and employees. In furtherance of the foregoing, Lessee agrees that in the event of a sale of the Leased Premises by Lessor, the hereinabove waiver of subrogation shall continue in favor of the original Lessor hereunder, and any subsequent Lessor, as well as be in favor of any such purchaser, and their respective successors and assigns.

**20. SIGNS.** All signs or symbols placed in the window or doors of the premises or upon any exterior part of the building by Lessee shall be subject to the approval of Lessor or Lessor's agents and must conform to the City of Grandview's sign code and ordinances. In the event Lessee shall place signs or symbols on the exterior of said building or in the window or doors where they are visible from the street that are not satisfactory to Lessor or Lessor's agents, Lessor or Lessor's agents may immediately demand the removal of such signs or symbols. The refusal of Lessee to comply with demand within a period of twenty-four (24) hours will constitute a breach of this Lease and entitle Lessor to immediately recover possession of the premises in the manner provided by law. Any signs so placed on the premises shall be so placed upon the understanding and agreement that Lessee will remove same at the termination of the tenancy herein created and repair any damage or injury to the premises caused thereby, and if not so removed by Lessee, then Lessor may have the same removed by Lessee's expense. No displays of any kind may be placed on the city sidewalk in front on the leased premises.

**21. ALTERATION.** Lessee shall not make any alterations, additions or improvements in said premises without the prior written consent of Lessor. All alterations, additions and improvements which are made shall be at the sole cost and expense of Lessee, except as provided in paragraph 5 (b) above. Whether such alterations, additions or improvements will: (a) become the property of Lessee (and be removable by Lessee at the expiration of the term); or (b) become the property of Lessor and remain in and be surrendered with the premises as a part thereof at the termination of this Lease without disturbance, molestation or injury shall be determined on a case by case basis if and when Lessee proposes any such alterations, additions or improvements. Lessee agrees to obtain and provide in advance lien waivers from any and all persons or firms requested to perform work. Lessee further acknowledges that all improvements made during the term of this Lease are for Lessee's benefit only. If Lessee shall perform work with the consent of Lessor as aforesaid, Lessee agrees to comply with all laws, ordinances, rules and regulations of the city and county in which said premises are located or any other authorized public authority. Lessee further agrees to save Lessor free and harmless from damage, loss or expense arising out of the said work or any eventual removal of any alterations, additions or improvements.

**22. CONDEMNATION.**

(a) If the premises shall be taken or condemned by lawful authority under the power of eminent domain, or the threat thereof, or if less than the whole of the premises is so taken or condemned, and the remaining portion thereof is not reasonably suited for the continued operation of Lessee's business on the premises, then this Lease and the terms hereof shall cease and terminate as of the date upon which title shall vest in such authority and the rent and other charges reserved hereunder shall be apportioned and paid up to said date.

(b) If less than the whole of the premises shall be taken or condemned, and the remaining portion is reasonably suited for continued operation of Lessee's business on the

premises, this Lease and the term hereof shall not cease or terminate, but the rent payable after the date on which Lessee shall be required to surrender possession of part of the premises so taken or condemned may be reduced in such portion and in such manner as the parties agree. If the parties cannot so agree, the matter shall be resolved in the ratio which the number of square feet taken bears to the number of square feet in the entire premises.

(c) If the event of a taking or condemnation or conveyance in lieu of the premises, in whole or in part, Lessee shall not have any claim or interest in or to any award or damages or payment for any taking or acquiring, whether or not this Lease be terminated as herein provided, except for losses resulting from the taking of Lessee's tangible personal property, trade fixtures, leasehold improvements and Lessee's moving expenses and business interruption, if any.

**23. DEFAULT BY LESSEE.** The following shall constitute default on Lessee's part:

(a) The failure to pay rent or other monetary charges of obligations imposed upon Lessee by the provisions of this Lease, within five (5) days after written notice of such failure have been received by Lessee.

(b) The failure of Lessee to cure any breach of any covenant, other than with respect to the payment of money, within ten (10) days of Lessee receiving written notice of such default.

(c) The Lessee's abandonment of the premises.

(d) The filing of any petition in bankruptcy or for reorganization or arrangement under any chapter of the Bankruptcy Act by or against Lessee.

(e) The appointment of a receiver, trustee or liquidator for Lessee's business or property.

(f) The making of any assignment by Lessee for the benefit of its creditors or the dissolution or other termination of Lessee's corporate existence.

**24. LESSOR'S REMEDIES.** In the event of any such default, Lessor, at its option, may terminate this Lease and take possession of the premises, together with all additions, alternations, improvements, furnishings, fixtures and supplies, without being determined guilty in any manner of trespassing or forcible entry. At the time of such termination, Lessor shall be entitled to and Lessee shall be obligated to apply the amount of rent and charges equivalent to the rent reserved for the balance of the Lease term, less the net receipts, if any, from re-letting by Lessor as and for Lessor's liquidated damages.

**25. COSTS AND ATTORNEY FEES.** If by reason of any breach or default on the part of Lessor or Lessee in performance of any provisions contained herein it becomes necessary for either of the parties hereto to employ an attorney to enforce or defend any of its rights or remedies hereunder and should such party prevail, said party shall be entitled to reasonable attorneys' fees and all costs and expenses expended or incurred in connection with such default or action, including costs and attorney fees on appeal.

**26. NONWAIVER OF BREACH.** The failure of Lessor to insist upon strict performance of any of the covenants and agreement of this Lease or to exercise any option herein conferred in any one or more instances shall not be construed to be a waiver or relinquishment of any right Lessor may have under this Lease or by law.

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**27. REMOVAL OF PROPERTY.** In the event of any entry in or taking possession of the premises as aforesaid, Lessor shall have the right, but not the obligation, to remove from the premises all personal property located therein and may store the same in any place selected by Lessor, including but not limited to a public warehouse, at the expense and risk of the owners thereof. Lessor shall have the right to sell such stored property without notice to Lessee after it has been stored for a period of thirty (30) days or more. The proceeds of such sale to be applied first to the cost of such sale; second, to the payment of the charges for storage, if any; third, to the payment of any other sums of money which may then be due from Lessee to Lessor under any of the terms of this Lease; and fourth, the balance, if any, to be paid to Lessee.

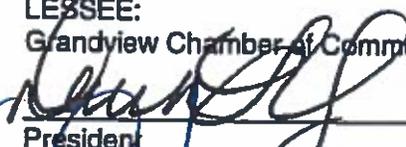
**28. HEIRS AND SUCCESSORS.** Subject to the provisions hereof pertaining to assignment and subletting, the covenants and agreements of this Lease shall be binding upon and inure to the benefit of the heirs, legal representatives, grantees successors and assigns of any or all of the parties hereto.

**29. HOLD OVER.** If Lessee shall with the written consent of Lessor hold over after the expiration of the term of this Lease, such tenancy shall be for an indefinite period of time on a month-to-month tenancy, which tenancy may be terminated as provided by the laws of the State of Washington. During such tenancy, Lessee agrees to pay to Lessor the same rate of rental as set

forth herein, unless a different rate is agreed upon, and to be bound by all of the terms, covenants and conditions as herein specified so far as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LESSEE:  
Grandview Chamber of Commerce

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

Address:  
303 West Wine Country Road  
Grandview, WA 98930  
PH: (509) 882-2100

LESSOR:  
CITY OF GRANDVIEW

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Address:  
207 West Second Street  
Grandview, WA 98930  
PH: (509) 882-9200  
Fax: (509) 882-3099