

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
SPECIAL MEETING AGENDA  
MONDAY, SEPTEMBER 11, 2017**



**COMMITTEE-OF-THE-WHOLE SPECIAL MEETING – 5:30 PM**

**PAGE**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
4. **NEW BUSINESS**
  - A. Continuation of Budget Retreat – Department Reports (Library Director & Police Chief)
  - B. Consideration of Council Hearings on Budget (Councilmember Everett) 1
  - C. Resolution declaring an emergency and authorizing the immediate repairs of the sewer transmission main to the Wastewater Treatment Plant 2-5
  - D. Resolution amending the 2017-2022 Six-Year Transportation Improvement Program to include the Preliminary Engineering Phase of the Elm and Fir Street Sidewalk Improvement project, and to include the Construction Phase of the same project in the 2018-2023 Six-Year Transportation Improvement Program 6-10
  - E. Resolution approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel 11-17
  - F. Resolution declaring certain City property from the Museum as surplus and authorizing disposal by public auction, sale or trade 18-20
  - G. Ordinance amending Grandview Municipal Code Chapter 2.52 Ray E. Powell Museum to Grandview Museum 21-25
5. **OTHER BUSINESS**
6. **ADJOURNMENT**



**NOTICE OF SPECIAL MEETING  
GRANDVIEW COMMITTEE-OF-THE-WHOLE**

You are hereby notified, pursuant to RCW 42.30.080, that the **GRANDVIEW COMMITTEE-OF-THE-WHOLE** will conduct a Special Meeting on **MONDAY, SEPTEMBER 11, 2017 at 5:30 p.m.**, in the Council Chambers at City Hall, 207 West Second Street, Grandview, Washington, with the following agenda:

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**
- 4. NEW BUSINESS**
  - A. Continuation of Budget Retreat – Department Reports (Library Director & Police Chief)
  - B. Consideration of Council Hearings on Budget (Councilmember Everett)
  - C. Resolution declaring an emergency and authorizing the immediate repairs of the sewer transmission main to the Wastewater Treatment Plant
  - D. Resolution amending the 2017-2022 Six-Year Transportation Improvement Program to include the Preliminary Engineering Phase of the Elm and Fir Street Sidewalk Improvement project, and to include the Construction Phase of the same project in the 2018-2023 Six-Year Transportation Improvement Program
  - E. Resolution approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel
  - F. Resolution declaring certain City property from the Museum as surplus and authorizing disposal by public auction, sale or trade
  - G. Ordinance amending Grandview Municipal Code Chapter 2.52 Ray E. Powell Museum to Grandview Museum
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

**CITY OF GRANDVIEW**

Anita G. Palacios, MMC, City Clerk

**NOTIFICATION:**

Mayor & Council  
Cus Arteaga, City Administrator/Public Works Director  
Department Heads  
News Media

**Anita Palacios**

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**From:** Mike Everett <Mike@everettlaw.net>  
**Sent:** Wednesday, September 06, 2017 9:36 AM  
**To:** Anita Palacios  
**Subject:** Budget

**Anita:**

**I would like for you to place on the next COW meeting agenda and consideration of Council Hearings on the Budget.**

**I note that the Department Head Estimates were scheduled to be file with the City Treasurer on Sept. 6 and that they will be reviewed by the City Supervisor by the 15<sup>th</sup>. I would like for you to send me copies of those estimates as they come in.**

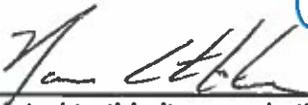
**Thank you, Mike Everett**

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

<b>ITEM TITLE</b>  Resolution declaring an emergency and authorizing the immediate repairs of the sewer transmission main to the Wastewater Treatment Plant	<b>AGENDA NO.:</b> New Business 4 (C)  <b>AGENDA DATE:</b> September 11, 2017 (Special)
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)  N/A

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director

<b>CITY ADMINISTRATOR</b>  	<b>MAYOR</b>  
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**ITEM HISTORY** (Previous council reviews, action related to this item and other pertinent history)

On September 1, 2017, the City was notified of a break in the sewer transmission main located along Euclid Road to the Wastewater Treatment Plant.

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

The sewer transmission main on Euclid Road is in need of emergency repairs and staff is recommending Council consider this situation as an emergency repair as there is insufficient time to follow the normal bid procedures. Columbia Pumping & Construction, Inc., is available to complete the emergency repairs at an estimated cost of \$100,000. These repairs will need to be completed immediately.

**ACTION PROPOSED**

Move a resolution declaring an emergency and authorizing the immediate repairs of the sewer transmission main to the Wastewater Treatment Plant to the Council meeting for consideration.

## Anita Palacios

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**From:** Cus Arteaga  
**Sent:** Wednesday, September 06, 2017 4:10 PM  
**To:** Norm Childress (gviewmayor@yahoo.com)  
**Cc:** Anita Palacios  
**Subject:** DOE

I met with Coleman Miller with DOE this afternoon and took him to the repair area. He was very pleased with the work we have done and didn't have any concerns with our approach to the repairs. I asked him about potential funding and he will be sending information because they do have funds available but applications will be due in October. I contacted HLA with this information and we will be looking at what we can apply for.

Also, the pumps are here and we will start the by-pass pumping in the morning as CPC, Inc. starts cleaning the sewer pipe. Materials are scheduled for next Tuesday and the insertion process will be done next Wednesday. If all goes together as planned, we should have the road open by Thursday. Once this has been completed we will evaluate the entire section of main line in order to provide a long term recommendation.

I will have Anita send this report out to the Council so they are also in the loop.

### Cus Arteaga

City Administrator/Public Works Director

City of Grandview

207 W. 2<sup>nd</sup> St.

Grandview, WA 98930

Ph: (509)882-9211

Fax: (509)882-9232

Website: [www.grandview.wa.us](http://www.grandview.wa.us)

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

**Columbia Pumping & Construction, Inc.**  
**Environmental Services Division**  
 1005 S. Maitland Avenue – Pasco, WA 99301  
 (509) 547-4841 (800) 510-1103 Fax (509) 547-7381

September 7, 2017

To: City of Grandview  
 Re: CIPP Lining of 21" Sewer Main  
 Attn: Cus Artega

Cus:

The Environmental Services Division of Columbia Pumping & Construction, Inc. is pleased to present the following Estimate only for the above referred project for your consideration.

1. Mobilization		
Per event – one anticipated	Lump Sum	\$ 1,500.00
2. Supply, prepare and place		
approx. 500LF of 21"x12mm		
CIPP Liner @ \$185.00 per LF		\$92,500.00
3. Heavy root removal or debris removal		
@ \$295.00 per hour		
	<b>Total</b>	<b>\$94,000.00</b>

Note: Taxes, and bonding are not included. You must supply, at no charge, all needed construction water and an approved dumpsite for material removed from the pipe. All needed traffic control and bypass pumping by others. You must supply large vehicle access to all affected manholes at no charge. You must supply a reasonably secure laydown area at no charge. Pre- and post-lining video inspection is included. Anything not included is excluded. If Columbia is unable to perform scheduled work due to no fault of Columbia, a \$575.00 per hour standby charge will be assessed.

Thank you for your interest in our products and services. We look forward to working with you in the future.

Columbia Pumping & Construction, Inc.  
 Environmental Services Division



Frank Long  
 Project Coordinator

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

WA CONSTR ID #COLUMPC162K1 ID CONSTR ID #RCE-26487 OR CCB #190826

4

**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
DECLARING AN EMERGENCY AND AUTHORIZING THE IMMEDIATE  
REPAIRS OF THE SEWER TRANSMISSION MAIN TO THE  
WASTEWATER TREATMENT PLANT**

**WHEREAS**, on September 1, 2017 the City was notified of a break in the sewer transmission main located along Euclid Road to the Wastewater Treatment Plant; and,

**WHEREAS**, the immediate repair of the sewer transmission main is necessary for the protection of the public health, safety and welfare; and,

**WHEREAS**, there is insufficient time to follow the normal bid procedures in order to eliminate approximately 1.3 million gallons per day of wastewater that could be affected by this potential problem from eroding the bank along Euclid Road and entering private property, and,

**WHEREAS**, the City has hired Columbia Pumping & Construction, Inc., to complete the emergency repairs on a time and materials basis; and,

**WHEREAS**, staff has estimated the cost for the emergency repairs to be approximately \$100,000.00 for materials, labor and equipment,

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

A public emergency is hereby declared to exist as of September 1, 2017 for the repairs of the sewer transmission main to the Wastewater Treatment Plant; and,

**BE IT FURTHER RESOLVED, as follows:**

In accordance with RCW 39.04.280(1)(c), the City Administrator/Public Works Director is hereby authorized to sign purchase orders in the amount of approximately \$100,000.00 without competitive bidding for the immediate repairs to the sewer transmission main.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on September 12, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

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

**ITEM TITLE**

Resolution amending the 2017-2022 Six-Year Transportation Improvement Program to include the Preliminary Engineering Phase of the Elm and Fir Street Sidewalk Improvement project, and to include the Construction Phase of the same project in the 2018-2023 Six-Year Transportation Improvement Program

**AGENDA NO.:** New Business 4 (D)

**AGENDA DATE:** September 11, 2017 (Special)

**DEPARTMENT**

Public Works Department

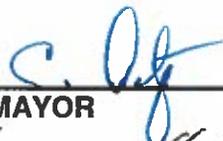
**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

N/A

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director

**CITY ADMINISTRATOR**

  
**MAYOR**

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

On July 12, 2016 and July 11, 2017 respectively, Council adopted by Resolution No. 2016-33 the 2017-2022 Six-Year Transportation Improvement Program (TIP) and Resolution No. 2017-26 the 2018-2023 Six-Year TIP for the improvements and maintenance of City streets.

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

The City received a \$354,864 Washington State Department of Transportation "Safe Routes to School" Program grant for sidewalk improvements on Elm Street and Fir Street. One of the requirements for securing the grant is to amend the 2017-2022 Six-Year TIP to include the Preliminary Engineering Phase and also amend the 2018-2023 Six-Year TIP to include the Construction Phase.

Attached is the 2017-2022 Six-Year TIP including the Preliminary Engineering Phase of the Elm and Fir Street Sidewalk Improvement project, and including the Construction Phase of the same project in the 2018-2023 Six-Year Transportation Improvement Program for consideration.

The public hearing on the amendments is scheduled for the September 26, 2017 regular Council meeting.

**ACTION PROPOSED**

Following the public hearing on September 26, 2017, move a resolution amending the 2017-2022 Six-Year Transportation Improvement Program to include the Preliminary Engineering Phase of the Elm and Fir Street Sidewalk Improvement project, and to include the Construction Phase of the same project in the 2018-2023 Six-Year Transportation Improvement Program to the regular Council meeting for consideration.



**NOTICE OF PUBLIC HEARING  
SEPTEMBER AMENDMENT TO THE 2017-2022 SIX-YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM  
AND  
2018-2023 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, SEPTEMBER 26, 2017, at 6:00 p.m.**, in the City Hall Council Chambers, 207 West 2nd Street, Grandview, Washington 98930, to receive comments on an amendment to the 2017-2022 Six-Year Transportation Improvement Program to include the Preliminary Engineering Phase of the Elm and Fir Street Sidewalk Improvement project, and to include the Construction Phase of the same project in 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 509-882-9200 between 8 a.m. and 5 p.m., no less than 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 – September 1 & 8, 2017

**RESOLUTION NO. 2017-\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE 2017-2022 SIX-YEAR TRANSPORTATION IMPROVEMENT  
PROGRAM TO INCLUDE THE PRELIMINARY ENGINEERING PHASE OF THE ELM  
AND FIR STREET SIDEWALK IMPROVEMENT PROJECT, AND TO INCLUDE THE  
CONSTRUCTION PHASE OF THE SAME PROJECT IN THE 2018-2023 SIX-YEAR  
TRANSPORTATION IMPROVEMENT PROGRAM**

**WHEREAS**, on July 12, 2016 and July 11, 2017 respectively, Council adopted by Resolution No. 2016-33 the 2017-2022 Six-Year Transportation Improvement Program (TIP) and Resolution No. 2017-26 the 2018-2023 Six-Year TIP for the improvements and maintenance of City streets; and,

**WHEREAS**, the City received a \$354,864 Washington State Department of Transportation "Safe Routes to School" Program grant for sidewalk improvements on Elm Street and Fir Street; and,

**WHEREAS**, amendments have been prepared to the 2017-2022 Six-Year TIP to include the Preliminary Engineering Phase of the Elm and Fir Street Sidewalk Improvement Project, and to include the Construction Phase of the same project in the 2018-2023 Six-Year TIP; and,

**WHEREAS**, a public hearing on said amendments was advertised and held on September 26, 2017,

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

The 2017-2022 and 2018-2023 Six-Year Transportation Improvement Program amendments as attached hereto and incorporated herein by reference are hereby approved and adopted.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on September 26, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**



# Six Year Transportation Improvement Program From 2017 to 2022

Agency: Grandview  
 County: Yakima  
 MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	07	Priority Number	7	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Elm Street and Fir Street Sidewalk Improvements Bonnieview Road to Highland Drive Construct curb and gutter, sidewalk, pathway, storm drainage, crosswalks and speed feedback signs near Smith Elementary and Grandview Adventist Jr. Academy	WA-10750					28	0	0.500	CE	No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	S	PE		2017		0	SRTS	42,686	10,474	53,160
	S	CN		2018		0	SRTS	312,178	58,032	370,210
		Totals				0		354,864	68,506	423,370

Expenditure Schedule		Phase	1st	2nd	3rd	4th	5th & 6th
	PE		53,160	0	0	0	0
	CN		0	370,210	0	0	0
	Totals		53,160	370,210	0	0	0

Grand Totals for Grandview		Federal Funds	State Funds	Local Funds	Total Funds
		0	354,864	68,506	423,370



# Six Year Transportation Improvement Program From 2018 to 2023

Agency: Grandview  
 County: Yakima  
 MPOR/PTO: YVCOG

Y Outside

N Inside

Functional Class	07	Priority Number	10	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
				Elm Street and Fir Street Sidewalk Improvements Bonnieview Road to Highland Drive Construct curb and gutter, sidewalk, pathway, storm drainage, crosswalks, and speed feedback signs near Smith Elementary and Grandview Adventist Jr. Academy	WA-10750					28	0	0.500	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2018		0	SRTS	312,178	58,032	370,210
Totals				0		312,178	58,032	370,210

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	370,210	0	0	0	0
<b>Totals</b>	<b>370,210</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

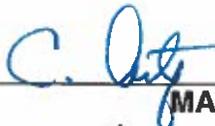
Grand Totals for Grandview		
Federal Funds	State Funds	Local Funds
0	312,178	58,032
		<b>Total Funds</b>
		370,210

10

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

<b>ITEM TITLE</b>  Resolution approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel	<b>AGENDA NO.:</b> New Business 4 (E)  <b>AGENDA DATE:</b> September 11, 2017 (Special)
<b>DEPARTMENT</b>  City Administration	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)

**DEPARTMENT DIRECTOR REVIEW**  
  
 Cus Arteaga, City Administrator

**CITY ADMINISTRATOR**  **MAYOR**  


**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)  
 The City of Grandview currently has Interlocal Agreements with the Cities of Prosser, Sunnyside and Mabton regarding the cooperative use of facilities, equipment and personnel.

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

The City of Toppenish approached the City of Grandview requesting an Interlocal Agreement between the cities. The agreement would permit the cities to share facilities and resources when it is to the mutual benefit of all parties. Examples of potential benefits include temporary use of staff, buildings or equipment and joint services, where authorized. It also enables all parties to agree to waive charges for the use of facilities, where applicable.

At the August 8, 2017 Committee-of-the-Whole meeting following discussion, the COW referred the agreement back to staff for further review. In consultation with the City of Toppenish, the agreement was amended.

At the August 22, 2017 Committee-of-the-Whole meeting, the COW directed staff to revise Section 5.4 "Acquisition and Disposition of Property" to provide that a Separate Project Agreement valued at more than \$15,000 must be approved by the City Council. The City of Toppenish agreed to the additional verbiage.

**ACTION PROPOSED**

Move a resolution approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel to a regular Council meeting for consideration.

**RESOLUTION NO. 2017-\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF  
GRANDVIEW AND THE CITY OF TOPPENISH REGARDING THE COOPERATIVE  
USE OF FACILITIES, EQUIPMENT AND PERSONNEL**

**WHEREAS**, the City of Grandview and the City of Toppenish desire to formalize an operational framework that will encourage and promote the coordination and use of facilities and resources of each and all parties,

**WHEREAS**, the parties wish to enter into an interlocal agreement to set forth the agreement of the parties regarding the cooperative use of facilities, equipment and personnel,

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

1. The Interlocal Agreement between the City of Grandview and the City of Toppenish in the form as is attached hereto and incorporated herein by reference is hereby approved.
2. The Mayor is hereby authorized to sign the Interlocal Agreement for the City.

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TOPPENISH  
AND THE CITY OF GRANDVIEW REGARDING THE COOPERATIVE USE OF  
FACILITIES, EQUIPMENT AND PERSONNEL**

THIS INTERLOCAL AGREEMENT is entered into by and between the parties named herein for the uses and purpose stated below pursuant to the authority of Chapter 39.34 RCW and applicable law.

**Section 1. PARTIES:** The parties to this Agreement are:

A. CITY OF TOPPENISH, hereinafter called "TOPPENISH," is a municipal corporation of the State of Washington with City Hall located at 21 West First Avenue, Toppenish, WA 98948.

B. CITY OF GRANDVIEW, hereinafter called "GRANDVIEW," is a municipal corporation of the State of Washington with City Hall located at 207 West 2nd Street, Grandview, Washington 98930.

**Section 2. AUTHORITY:** Each of the parties is authorized to enter into this Interlocal Agreement (hereafter "Agreement") pursuant to Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

**Section 3. PURPOSE:** The parties named above desire to formalize an operational framework that will encourage and promote the coordination and use of facilities and resources of all parties in accordance with the authority cited in Section 2 above.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits herein, the parties agree as follows:

**Section 4. MASTER AGREEMENT:** The City Manager of TOPPENISH and the Mayor of GRANDVIEW (hereafter collectively called "Executive Officers") are hereby authorized to execute one or more separate agreements that, by this reference, shall become part of this Agreement, provided that such separate agreements are signed by the parties participating in the specific undertaking and reference this Agreement. The separate agreements shall address issues relating to share of facilities and/or resources controlled or owned by the parties or any of them. Such separate agreements (hereafter "Specific Project Agreements") may address any matter of mutual concern or benefit, and may include, but are not limited to, the following:

- Use of facilities, equipment, personnel
- Access to facilities, equipment, personnel
- Operation and maintenance of facilities
- Operation of programs
- Charges, costs or fees

- Site improvements
- Times, dates and duration of use or access to equipment and facilities
- Joint purchasing
- Joint services

**Prior to execution of any Specific Project Agreement in which the value of services exchanged or expended will exceed fifteen thousand dollars (\$15,000.00), each party shall obtain approval from its respective legislative body.**

**Section 5. ADMINISTRATION:**

5.1 Joint Board. This Agreement shall not create any separate legal entity. This Agreement shall be administered by a Joint Board consisting of the Executive Officers, who shall meet and confer at such times deemed necessary and appropriate for the efficient conduct of business pertaining to such administration. Each Executive Officer shall be responsible for reporting the conduct of such administration to their respective legislative bodies.

5.2 Budgets and Costs of Administration for Joint Projects. Fiscal matters and descriptions of any shared services, programs, facilities and equipment, including budget and costs of administration of projects, party's responsibilities shall be set forth in Specific Project Agreements pursuant to Section 4 above, are each party's responsibilities as delineated therein.

5.3 Operating Fund. Nevertheless, the Joint Board may create any operating fund authorized by law, including but not limited to, establishment of a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of Toppenish-Grandview Joint Board."

5.4 Acquisition and Disposition of Property. Any real or personal property acquired shall be pursuant to Separate Project Agreement pursuant to Section 4 above, which shall address the means of acquisition, funding of acquisition, use and disposition of such property. Disposition of any real or personal property acquired pursuant to this Agreement but not addressed in any Separate Project Agreement, or as otherwise agreed in writing, shall be disposed of as follows:

(a) In the event of termination by all parties to any Separate Project Agreement, such property shall be sold. Proceeds from any sale of property shall be divided and paid to each party in proportion to the amount contributed by such party for the acquisition thereof. For any property not sold, title shall vest in each party in proportion to the amount contributed by each party for the acquisition thereof as tenants in common.

(b) In the event of termination by one party to any Separate Project Agreement, leaving two parties participating, the terminating party shall be paid and reimbursed the amount originally contributed by the terminating party for the acquisition of such property, less applicable depreciation.

No provision of this Agreement or Separate Project Agreement made pursuant to this Agreement shall relieve any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made pursuant to this chapter, the performance may be offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any statutory obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

**Section 6. INDEMNIFICATION:** Each party shall defend, indemnify and hold harmless the other party, its elected officials, officers, employees, agents, volunteers or assigns from any and all claims, demands, losses, liens, damages, actions, judgments, liabilities, penalties, fines, lawsuits, costs and expenses (including attorney fees) which result from, arise out of, or are incidental to the indemnifying party's performance or failure to perform under this Agreement. This section shall survive the termination of this Agreement.

**Section 7. INSURANCE:** Each party shall obtain or maintain in effect sufficient liability and property insurance to cover its participation in the programs and projects entered into pursuant to this Agreement. The parties agree and understand that specific projects or programs may require issuance of separate insurance coverage, which costs and responsibilities will be addressed in each Separate Project Agreement.

**Section 8. TERMINATION-EFFECT:** Unless otherwise mutually agreed between both parties, either party may terminate its participation in this Agreement upon one year's advance written notice to the other party. Upon termination, the terminating party shall remain responsible for payment of any financial commitment undertaken pursuant to any individual Separate Project Agreement, which financial commitment represents payment for services already performed.

**Section 9. DISPUTE RESOLUTION:** In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof or the use and/or payment for any facility for the purpose of this Agreement, the dispute or difference shall be attempted to be resolved by the Joint Board. If the dispute or difference is unable to be resolved by the Joint Board, the matters shall be referred to the legislative bodies of the affected parties for resolution. Such decision shall be arrived at as expeditiously as possible.

**Section 10. THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted or construed to create such rights.

**Section 11. INTEGRATED AGREEMENT-AMENDMENT:** This Agreement, with each Specific Project Agreement hereafter attached and incorporated herein, constitutes the entire agreement between the parties, which shall not be amended except in writing signed by all parties.

Section 12. GENERAL PROVISIONS:

12.1 This Agreement shall be effective upon the date signed by the last party to execute the Agreement. This Agreement may be executed in counterpart.

12.2 A copy of this Agreement shall be filed with the Yakima County Auditor's office, or in lieu of filing this Agreement with the County Auditor, each party may list a copy of this Agreement on its website pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY OF TOPPENISH

By: Lance C. Hoyt  
Lance C. Hoyt, City Manager

Date: July 10, 2017

ATTEST:

By: Debbie Zabell  
Debbie Zabell, CMC  
Finance Director/City Clerk

APPROVED AS TO FORM:

By: Gary M. Cuillier  
Gary M. Cuillier, City Attorney

CITY OF GRANDVIEW

By: \_\_\_\_\_  
Norm Childress, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

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

**ITEM TITLE**

Resolution declaring certain City property from the Museum as surplus and authorizing disposal by public auction, sale or trade

**AGENDA NO.:** New Business 4 (F)

**AGENDA DATE:** September 11, 2017 (Special)

**DEPARTMENT**

Parks & Recreation Department

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

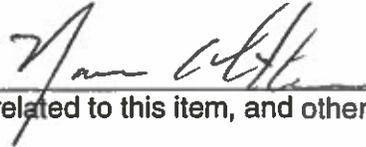
**DEPARTMENT DIRECTOR REVIEW**

Mike Carpenter, Parks & Recreation Director



**CITY ADMINISTRATOR**

**MAYOR**

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

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

Parks & Recreation Director Carpenter and the Museum Board recommend that nine (9) old Museum display cases which are no longer needed for the conduct of City business be surplus, see memorandum attached.

**ACTION PROPOSED**

Move Resolution declaring certain City property from the Museum as surplus and authorizing disposal by public auction, sale or trade to a regular Council meeting agenda for consideration.

**RESOLUTION NO. 2017-\_\_\_\_\_**

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

**WHEREAS**, the Museum has nine (9) old display cases that have outlived their useful life and are no longer needed for the conduct of City business; and,

**WHEREAS**, the City Council has determined that it is in the best interest of the City that the display cases be declared surplus and disposed of;

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

Section 1. The nine (9) display cases as described on Exhibit "A" attached hereto and incorporated herein by reference are hereby declared to be surplus.

Section 2. City staff is authorized to dispose of the display cases described in section 1 of this resolution by public auction, sale or trade.

Section 3. The City Administrator is authorized to establish a minimum sale/trade price that reflects a fair market value of the display cases described in section 1 of this resolution as deemed necessary to protect the City's interests.

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

**EXHIBIT A**

**MEMORANDUM**

August 19, 2017

To: Anita Palacios, City Clerk

From: Mike Carpenter, Parks and Recreation Director

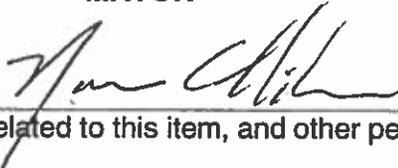
Subject: Surplus of Old Museum Display Cases

At the August 16<sup>th</sup>, 2107 Grandview Museum Board Meeting, it was recommended that the City of Grandview surplus 9 old display cases. These units were mostly obtained in the mid to late 1960's. Since the new museum will feature rotating items on display; we will not have adequate room to store these old cases. Again, the recommendation to City Council is to surplus these units, to provide space for the new facility.

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

<b>ITEM TITLE</b>  Ordinance amending Grandview Municipal Code Chapter 2.52 Ray E. Powell Museum to Grandview Museum	<b>AGENDA NO.:</b> New Business 4 (G)  <b>AGENDA DATE:</b> September 11, 2017 (Special)
<b>DEPARTMENT</b>  Parks & Recreation Department	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)

**DEPARTMENT DIRECTOR REVIEW**  
 Mike Carpenter, Parks & Recreation Director 

**CITY ADMINISTRATOR**  **MAYOR** 

**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)  
 During the planning for the new museum facility, the Museum Board recommended that the new facility be referred to as the Grandview Museum. The Board also suggested that the name R.E. Powell be placed on the new facility to reflect its historical value.

**ITEM COMMENTARY** (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.  
 The Museum Board was given the opportunity to review the draft of the ordinance and voted unanimously to forward an ordinance amending Grandview Municipal Code Chapter 2.52 Ray E. Powell Museum to Grandview Museum to City Council for consideration.

**ACTION PROPOSED**  
 Move an ordinance amending Grandview Municipal Code Chapter 2.52 Ray E. Powell Museum to Grandview Museum to a regular Council meeting agenda for consideration.

ORDINANCE 2017-\_\_\_

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE CHAPTER 2.52  
RAY E. POWELL MUSEUM TO GRANDVIEW MUSEM**

**WHEREAS**, the Ray E. Powell Museum was relocated to a new facility at 115 West Wine Country Road, Grandview, Washington, in July 2017; and,

**WHEARES**, the new facility will be referred to as the Grandview Museum,

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

**Section 1.** Grandview Municipal Code Chapter 2.52 Ray E. Powell Museum, which reads as follows:

**Chapter 2.52  
RAY E. POWELL MUSEUM**

Sections:

- 2.52.010 Building contributed.
- 2.52.020 Placement within park department.
- 2.52.030 Name.
- 2.52.040 Museum board – Membership – Terms.
- 2.52.050 Museum board – Ex officio members.
- 2.52.060 Museum board – Budget submission.
- 2.52.070 Museum board – Regulation authority.

2.52.010 Building contributed.

The contribution to the city of a building and equipment by Mr. and Mrs. R. E. Powell, Delmar Paulson, Clifford Vining, Cascade Natural Gas Co., James G. Chester and others, the building to be used to house a museum in the city, is accepted by the city.

2.52.020 Placement within park department.

The building is placed within the park department of the city and shall be considered a part of the park facilities of the city.

2.52.030 Name.

The museum shall be known and is named the “Ray E. Powell Museum.”

2.52.040 Museum board – Membership – Terms.

The museum shall be managed and supervised by a board consisting of not more than seven nor less than four members, as may be determined from time to time by the city council, by motion annually at expiration of the term of a board member, or whenever a vacancy may occur. Initially, the board shall consist of six members. Board members

shall be appointed by the mayor with the advice and approval of the council. Museum board members shall be appointed for three-year terms, expiring on December 31st of any given year, except that the first board members shall be appointed two for one year, two for two years, and two for three-year terms. Appointments to fill vacancies shall be for the balance of the term vacated.

2.52.050 Museum board – Ex officio members.

The museum board is authorized to name ex officio members to the board if temporary or expert assistance is desired.

2.52.060 Museum board – Budget submission.

The museum board shall submit annually to the council a recommended budget for the ensuing calendar year, on or before August 15th of each year.

2.52.070 Museum board – Regulation authority.

The museum board shall make such rules and regulations as are required for the management, operation and maintenance of the museum, and same shall be submitted to the city council for approval and one copy shall be filed in the office of the city clerk and one copy shall be maintained at the museum.

is hereby amended to read as follows:

**Chapter 2.52**  
**RAY E. POWELL MUSEUM GRANDVIEW MUSEUM**

Sections:

- 2.52.010 ~~Building contributed~~ **Established and Re-location.**
- 2.52.020 ~~Placement within park department~~ **Parks and Recreation Department.**
- 2.52.030 Name.
- 2.52.040 Museum board – Membership – Terms.
- 2.52.050 Museum board – Ex officio members.
- 2.52.060 Museum board – Budget submission.
- 2.52.070 Museum board – Regulation authority.

2.52.010 ~~Building contributed.~~ **Established and Re-location.**

~~The contribution to the city of a building and equipment by Mr. and Mrs. R. E. Powell, Delmar Paulson, Clifford Vining, Cascade Natural Gas Co., James G. Chester and others, the building to be used to house a museum in the city, is accepted by the city.~~

**The former Ray E. Powell Museum previously located at 313 Division Street, Grandview, Washington was established in the City on August 6, 1968. The museum was relocated to 115 West Wine Country Road, Grandview, Washington, in July 2017.**

2.52.020 ~~Placement within park department~~ **Parks and Recreation Department.**

The building is placed within the ~~park department~~ Parks and Recreation Department of the City and shall be considered a part of the park **Parks and Recreation** facilities of the City.

2.52.030 Name.

The museum shall be known and is re-named the "~~Ray E. Powell Museum.~~" **Grandview Museum.**"

2.52.040 Museum board – Membership – Terms.

The museum shall be managed and supervised by a board consisting of not more than seven nor less than four members, as may be determined from time to time by the City Council, by motion annually at expiration of the term of a board member, or whenever a vacancy may occur. Initially, the board shall consist of six members. Board members shall be appointed by the Mayor with the advice and approval of the Council. Museum board members shall be appointed for three-year terms, expiring on December 31st of any given year, except that the first board members shall be appointed two for one year, two for two years, and two for three-year terms. Appointments to fill vacancies shall be for the balance of the term vacated.

2.52.050 Museum board – Ex officio members.

The museum board is authorized to name ex officio members to the board if temporary or expert assistance is desired.

2.52.060 Museum board – Budget submission.

The museum board shall submit annually to the council a recommended budget for the ensuing calendar year, on or before August 15th **31<sup>st</sup>** of each year.

2.52.070 Museum board – Regulation authority.

The museum board shall make such rules and regulations as are required for the management, operation and maintenance of the museum, and same shall be submitted to the City Council for approval and one copy shall be filed in the office of the City Clerk and one copy shall be maintained at the museum.

**Section 2.** This ordinance shall be in full force and effect five 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 \_\_\_\_\_, 2017.

**MAYOR**

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

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

24

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

**PUBLICATION:  
EFFECTIVE:**