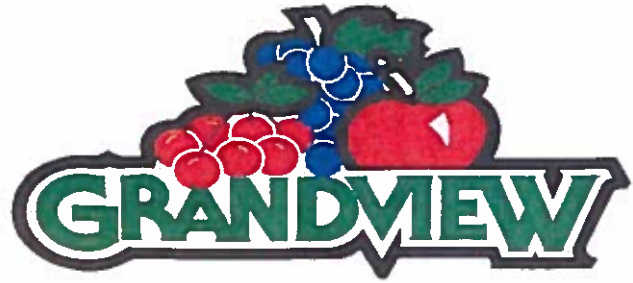


**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, FEBRUARY 13, 2018**



<b><u>REGULAR MEETING – 7:00 PM</u></b>	<b><u>PAGE</u></b>
<b>1. CALL TO ORDER &amp; ROLL CALL</b>	
<b>2. PLEDGE OF ALLEGIANCE</b>	
<b>3. PRESENTATIONS</b>	
A. 2018 Proclamation – GHS Career and Technical Education Month/Week	1-2
<b>4. PUBLIC COMMENT</b> – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.	
<b>5. CONSENT AGENDA</b> – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.	
A. Minutes of the January 22, 2018 Committee-of-the-Whole special meeting	3-6
B. Minutes of the January 22, 2018 Council special meeting	7-11
C. Payroll Electronic Fund Transfers (EFT) Nos. 5893-5898 in the amount of \$105,040.04	
D. Payroll Check Nos. 10079-10112 in the amount of \$31,291.95	
E. Payroll Direct Deposit 1/16/18-1/31/18 in the amount of \$147,299.27	
F. Claim Check Nos. 114495-114622 in the amount of \$548,871.81	
<b>6. ACTIVE AGENDA</b> – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).	
A. Resolution No. 2018-9 authorizing the Mayor to sign the Technical Assistance Contract No. 010118GV with the Yakima Valley Conference of Governments	12-14
B. Resolution No. 2018-10 amending Section 7.03 of the Grandview Personnel Policy Manual: Sick Leave, to eliminate the sick leave cap and provide a limitation on the number of sick leave hours that may be carried over each year	15-16
C. Resolution No. 2018-11 authorizing the Mayor to sign the State of Washington Transportation Improvement Board Relight Washington Grant Agreement S-E-183(002)-1 for the LED Streetlight Conversion	17-22
<b>7. UNFINISHED AND NEW BUSINESS</b>	
<b>8. CITY ADMINISTRATOR AND/OR STAFF REPORTS</b>	
<b>9. MAYOR &amp; COUNCILMEMBER REPORTS</b>	
<b>10. ADJOURNMENT</b>	

## Anita Palacios

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**From:** Marlene Castilleja <marlene.ghsdeca@gmail.com>  
**nt:** Tuesday, February 06, 2018 10:10 AM  
**To:** Anita Palacios  
**Cc:** Charvet, Brad; Angel Flores; elainagonzalez.ghsdeca@gmail.com;  
eliasvilla.ghsdeca@gmail.com; elida.ghsdeca@gmail.com; monica.ghsdeca@gmail.com;  
naragonzalez.ghsdeca@gmail.com  
**Subject:** CTE Month Proclamation

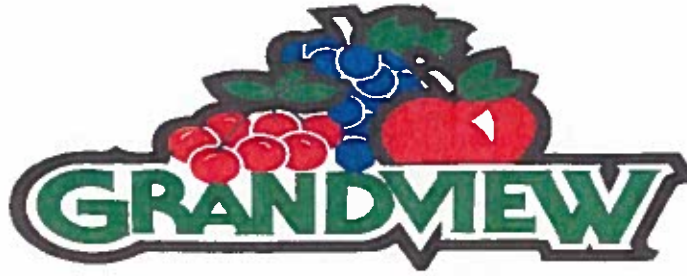
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Good morning,

This month at Grandview High School is CTE month. CTE stands for career technical education which plays major factor in many of our schools programs including our DECA program. We were wondering if we could get the month of February proclaimed as CTE month as well as the week of the 12th-16th as CTE week. We'd be able to send a group of students who advocate for CTE to the City's council meeting to represent our DECA organization.

Please let me know if possible. Thank you.

Marlene Castilleja  
Grandview DECA President  
Journalism Editor and Chief  
[marlene.ghsdeca@gmail.com](mailto:marlene.ghsdeca@gmail.com)



**2018 PROCLAMATION  
GRANDVIEW HIGH SCHOOL  
CAREER AND TECHNICAL EDUCATION MONTH/WEEK**

**WHEREAS**, February 2018 has been designated Career and Technical Education Month by the Association for Career and Technical Education (ACTE); and

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

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

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

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

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

**NOW THEREFORE, BE IT RESOLVED** that the Mayor and City Council of the City of Grandview, Washington, proclaim February 2018 as Career and Technical Education month and February 12<sup>th</sup>–16<sup>th</sup> as Career and Technical Education week in the City of Grandview and urge all citizens to become familiar with the services and benefits offered by the Career and Technical Education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

Dated this 13<sup>th</sup> day of February, 2018

Mayor Norm Childress

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE SPECIAL MEETING MINUTES  
JANUARY 22, 2018**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Present were: Mayor Childress and Councilmembers Gay Brewer, Mike Everett, Gloria Mendoza and Bill Moore.

Councilmember Souders arrived at 6:05 p.m. Councilmember Rodriguez arrived at 6:10 p.m.

Absent was: Councilmember Dennis McDonald.

**On motion by Councilmember Mendoza, second by Councilmember Everett, Council excused Councilmember McDonald from the meeting.**

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

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010118GV with the Yakima Valley Conference of Governments**

City Clerk Palacios explained that each year, the City contracts with the Yakima Valley Conference of Governments (YVCOG) for technical assistance to include planning activities and grant applications on an as needed basis as requested by the City. YVCOG has the expertise and capability of assisting the City with planning activities and projects. The maximum amount of compensation and reimbursement to be paid by the City to YVCOG under this Technical Assistance Contract was \$5,000. When assistance was requested by the City, YVCOG would prepare a scope of work and cost estimate. YVCOG would invoice the City based upon actual expenses incurred. This amount was appropriated in the 2018 planning budget under professional services.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Mendoza, the C.O.W. moved a resolution authorizing the Mayor to sign the Technical Assistance Contract No. 010118GV with the Yakima Valley Conference of Governments to a regular Council meeting for consideration.**

**B. Resolution amending Section 7.03 of the Grandview Personnel Policy Manual: Sick Leave, to eliminate the sick leave cap and provide a limitation on the number of sick leave hours that may be carried over each year**

City Clerk Palacios explained that in November 2016, Washington's voters approved Initiative 1443. The initiative increased the minimum wage and mandated that employees in Washington were entitled to paid sick leave. The initiative delineated the circumstances in which sick leave may be taken and the procedures by which an employer may verify that an employee's use of sick leave was proper. Implementing regulations were being developed and, when finalized, would be adopted at chapter 296-128 WAC. The requirements of Initiative 1443 went into effect on January 1, 2018. On December 12, 2017, Council approved Resolution No. 2017-51 amending Chapter 7 of the Personnel Policy Manual relating to sick leave to comply with Initiative 1443 (paid sick leave). The final rules adopted by the Washington State Department of Labor and Industries implementing the requirements of Initiative 1443 clarified that employers could not impose a cap on the accrual of sick leave. However, an employer could implement a limitation on the number of sick leave hours that an employee could carry over from year to year. Staff presented a resolution amending Section 7.03 of the Grandview Personnel Policy Manual – Sick Leave to eliminate the sick leave cap and provide a limitation on the number of sick leave hours that may be carried over each year.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution amending Section 7.03 of the Grandview Personnel Policy Manual: Sick Leave, to eliminate the sick leave cap and provide a limitation on the number of sick leave hours that may be carried over each year to a regular Council meeting for consideration.**

**C. Resolution authorizing the Mayor to sign the State of Washington Transportation Improvement Board Relight Washington Grant Agreement S-E-183(002)-1 for the LED Streetlight Conversion**

City Administrator Arteaga explained that the City submitted a proposal to the Washington State Transportation Improvement Board (TIB) and the City was selected for the Relight Washington Grant Program in the amount of \$203,678. The program aims to reduce streetlight operating costs while saving energy and renewing dated infrastructure. The City would benefit from lower rates after installation. The project would convert existing street lights to energy efficient LED street lights. In order to receive reimbursement for streetlight conversion, the City would need to enter into a Relight Washington Grant Agreement with TIB. The grant award would fund conversion of City-wide street lights. The grant was 100% with no match requirement.

Discussion took place.

**On motion by Councilmember Mendoza, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign the State of Washington Transportation Improvement Board Relight Washington Grant Agreement S-E-183(002)-1 for the LED Streetlight Conversion.**

**D. Economic Development Presentation Follow-up**

City Administrator Arteaga explained that at the December 12, 2017 C.O.W. meeting, he presented an introductory presentation regarding economic development. At that meeting, the following questions and/or comments were made during the presentation:

- A comparison between the City of Sunnyside and the City of Grandview was made. For example, the City of Sunnyside's City Manager attends a national commercial trade show in Las Vegas each year.
- Council was cautioned about using City funds for private benefit and how it could violate the public gifting laws.
- A comment was made as to how the City Administrator was accounting for the \$20,000 budget appropriation in the 2018 economic development budget.
- Following the presentation, the City Administrator asked for written questions from Council by the first of January so he could address all concerns in a follow-up presentation. As of today, he had not received any follow-up requests from any of the Councilmembers.

He advised that staff would continue the existing economic development practices to include:

- Improving the City's appearance such as street sweeping, maintaining city entrances and improving the downtown business core.
- Improving the partnerships with the Grandview Chamber of Commerce, Port of Grandview and Grandview School District.
- Working with the industrial and commercial businesses and helping them expand with the goal of creating new jobs.
- Working with neighboring cities and local regulatory agencies.

In addition, a private business group known as the Lower Valley Business Network Group had been started and City staff were asked to be part of the group as they move forward with looking for ways to add and/or improve commercial business opportunities.

Discussion took place which generated the following items for staff to research:

- Cost of an electronic reader board to be constructed on the east entrance.
- Cost to attend the RECon Global Retail Real Estate Convention in Las Vegas.
- Creation of a public corporation/commission/authority for economic development activities.

**On motion by Councilmember Souders, second by Councilmember Rodriguez, the C.O.W. directed staff to prepare a budget amendment for the City's attendance at the RECon Global Retail Real Estate Convention.**

**5. OTHER BUSINESS**

**A. Yakima County Development Association**

Mayor Childress reported that he attended the Yakima County Development Association (YCDA) Board meeting on January 18, 2018. He noted that YCDA's "2017 Accomplishments" included the successful recruitment of Henningsen Cold Storage in Grandview.

**B. Department Director Staffing Requests**

City Administrator Arteaga requested direction regarding the 2018 budget appropriation requests for additional staffing for the Police, Fire and Library. Following discussion, the C.O.W. agreed to have the three departments present their additional staffing requests. The Police Department would be scheduled for the February 27<sup>th</sup> C.O.W. meeting

**6. ADJOURNMENT**

The C.O.W. meeting adjourned at 7:00 p.m.

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Mayor Norm Childress

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
SPECIAL MEETING MINUTES  
JANUARY 22, 2018**

**1. CALL TO ORDER**

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

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

Absent was: Councilmember Dennis McDonald.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller and City Clerk Anita Palacios.

**2. PLEDGE OF ALLEGIANCE**

Councilmember Everett led the pledge of allegiance.

**3. PRESENTATIONS**

**A. Introduction of new Police Officer Robert Gonzalez & Oath of Office**

Police Chief Kal Fuller introduced the Grandview Police Department's newest Police Officer Robert Gonzalez.

Mayor Childress administered the Oath of Office to Officer Robert Gonzalez.

**B. Retirement Award – Police Sergeant David Palacios**

Mayor Childress presented Police Sergeant David Palacios with the Grandview Police Department Retirement Award in honor of his retirement and in grateful appreciation for his 27 years of loyal and dedicated service to the citizens of the City of Grandview.

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

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

- A. Minutes of the January 9, 2018 Committee-of-the-Whole meeting**
- B. Minutes of the January 9, 2018 Council meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5888-5892 in the amount of \$85,264.46**
- D. Payroll Check Nos. 10063-10078 in the amount of \$111,838.83**
- E. Payroll Direct Deposit 1/1/18-1/15/18 in the amount of \$101,012.49**
- F. Claim Check Nos. 114385-114494 in the amount of \$406,618.30**



**6. ACTIVE AGENDA**

**A. Resolution No. 2018-3 approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention**

This item was previously discussed at the November 14, 2017, December 12, 2017 and January 9, 2018 C.O.W. meetings.

**On motion by Councilmember Everett, second by Councilmember Brewer, Council approved Resolution No. 2018-3 approving a Memorandum of Agreement by and between the City of Grandview and Teamsters Local No. 760 Police Sergeants-Patrol Regarding Retirement Handgun Retention.**

Councilmember Brewer voted in opposition.

**B. Resolution No. 2018-4 approving a Site Use Agreement between People For People and the City of Grandview Community Center**

This item was previously discussed at the January 9, 2018 C.O.W. meeting.

**On motion by Councilmember Mendoza, second by Councilmember Rodriguez, Council approved Resolution No. 2018-4 approving a Site Use Agreement between People For People and the City of Grandview Community Center.**

Councilmember Souders recused herself from the vote as she currently was a member of the People For People Board.

**C. Resolution No. 2018-5 approving Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements**

This item was previously discussed at the January 9, 2018 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Mendoza, Council approved Resolution No. 2018-5 approving Task Order No. 2018-01 with HLA Engineering and Land Surveying, Inc., for the Elm Street and Fir Street Sidewalk Improvements.**

**D. Resolution No. 2018-6 authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects**

This item was previously discussed at the January 9, 2018 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Resolution No. 2018-6 authorizing the Mayor to enter into an Interlocal Agreement with Yakima County for on-call services on federal funded projects.**

**E. Resolution No. 2018-7 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the design phase of the East Wine Country Road Resurfacing**

This item was previously discussed at the January 9, 2018 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember Rodriguez, Council approved Resolution No. 2018-7 authorizing the Mayor to sign the Washington State Transportation Improvement Board Consultant Agreement with HLA Engineering and Land Surveying, Inc., for the design phase of the East Wine Country Road Resurfacing.

**F. Resolution No. 2018-8 approving the Governance Agreement for the Yakima Valley Conference of Governments (YVCOG)**

This item was previously discussed at the January 9, 2018 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Mendoza, Council approved Resolution No. 2018-8 approving the Governance Agreement for the Yakima Valley Conference of Governments (YVCOG).

**G. 2018 City Board & Commission Appointments**

This item was previously discussed at the January 9, 2018 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council confirmed the following 2018 City Board and Commission appointments as recommended by the Mayor:

<u>Position</u>	<u>Term</u>
<b>Community Center Advisory Committee</b>	
• Middle School Representative – Jedida Alvarez	12/31/2018
• High School Representative – Jasel Perez	12/31/2018
• Senior Citizen Representative – Wanda Brewer	12/31/2018
• American Legion/Auxiliary Representative – Nancy Davidson	12/31/2018
• At-Large Representative – Dave Copeland	12/31/2018
• At-Large Representative – Laura Massey	12/31/2018
• City Council Representative – Joan Souders	12/31/2018
Museum Board – Gene Lange	12/31/2020
Planning Commission – Don Olmstead Jr.	12/31/2022
Beautification Commission – Joseph Jensen	12/31/2023

**7. UNFINISHED AND NEW BUSINESS**

**A. Police Department Exercise Equipment Purchase**

Councilmember Rodriguez requested that the Police Department's budgeted exercise equipment be authorized for purchase.

Mayor Childress explained that at the December 12, 2017 regular meeting, Council approved Ordinance No. 2017-15 adopting the 2018 budget. At that meeting, Councilmember Brewer

requested that the Police Department exercise equipment be removed from the 2018 budget. The budget was approved with the exercise equipment. Mayor Childress advised Councilmember Brewer that Council would have another opportunity to discuss the exercise equipment purchase.

Councilmember Everett moved and Councilmember Brewer seconded to place the Police Department exercise equipment purchase on the next agenda for discussion.

Police Chief Fuller explained that as part of the Police Department's 2018 budget, he requested \$8,500 to purchase an adaptive motion trainer (AMT). An AMT functions as an elliptical machine, bicycle trainer, and stair stepper. The one piece of equipment would take the place of three separate units. In the past, the City has only purchased one leg press machine for the fitness room. Most of the other equipment was military surplus that the City received for free. The remaining pieces of equipment were personal equipment that employees donated to the room for others to use. The fitness room was available for use by all City employees and volunteers.

Following discussion, Councilmember Everett withdrew his motion. Consensus was provided to Chief Fuller to purchase said piece of equipment.

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

Hotel/Motion Taxes to Chamber of Commerce – City Treasurer Cordray explained that following discussion at the January 9, 2018 C.O.W. meeting regarding Hotel/Motel taxes to the Chamber of Commerce, he provided copies of the following documents to Council for their information: GMC Chapter 3.75 Lodging Tax, Resolution No. 86-69 approving an agreement with the Chamber to provide tourist promotion services, and Resolution No. 87-15 approving an amended agreement with the Commerce to provide tourist promotion services.

Hillcrest/West Second Intersection Improvements – City Administrator Arteaga explained that City and School District representatives were in discussions regarding improvements at the Hillcrest/West Second Street intersection to improve pedestrian safety in front of the Middle School. New street lights at the intersection were ordered for installation. He advised Council that a funding opportunity was available through the Washington State Department of Transportation 2018 City Safety Program to provide grant funds for intersection, mid-block or corridor improvements based on crash history. In 2017, there were five vehicle/pedestrian accidents in this area.

#### **9. MAYOR & COUNCILMEMBER REPORTS**

Lower Valley Business Networking Group – Councilmember Mendoza reported that the next meeting of the Lower Valley Business Networking Group would be held on February 1<sup>st</sup> from 9-10 am at the Vineyard, 150 Division Street, Grandview.

AWC Legislative Action Conference – Mayor Childress, Mayor Pro Tem Moore and City Administrator Arteaga would be attending the AWC Legislative Action Conference in Olympia on January 24<sup>th</sup> – 25<sup>th</sup>.

**10. EXECUTIVE SESSION – Property Matters**

Mayor Childress adjourned the meeting to an executive session at 8:00 p.m., for approximately 15 minutes to discuss property matters per RCW 42.30.110(1)(c) with the aforementioned Mayor, Councilmembers, City Attorney, City Administrator and City Clerk present. The meeting resumed at 8:15 p.m., with the aforementioned Mayor, Council and staff present.

No action was taken.

**11. ADJOURNMENT**

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

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Mayor Norm Childress

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Anita Palacios, City Clerk

**RESOLUTION NO. 2018-9**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE TECHNICAL ASSISTANCE CONTRACT  
NO. 010118GV WITH THE YAKIMA VALLEY CONFERENCE OF GOVERNMENTS**

**WHEREAS**, the City of Grandview wishes to enter into a Technical Assistance Contract with the Yakima Valley Conference of Governments for technical planning assistance,

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

The Mayor is hereby authorized to sign the Technical Assistance Contract No. 010118GV with the Yakima Valley Conference of Governments in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 13, 2018.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**CITY OF GRANDVIEW  
TECHNICAL ASSISTANCE CONTRACT NO. 010118GV**

THIS CONTRACT, entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Grandview, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Mayor Norm Childress, hereunto duly authorized:

WITNESSETH THAT;

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services.** Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the City and the Conference of a detailed work program and time schedule, the Conference shall, in a satisfactory and proper manner, perform the following types of services:

1.1 Develop or assist in development of grant applications for community projects as requested by the Mayor;

1.2 Assist the City in the review of development proposals such as rezone and variance applications, State Environmental Policy Act (SEPA) reviews, planned unit developments and subdivisions as requested by the Mayor;

1.3 Assist the City Council and Planning Commission with any other activities mutually agreed upon by the City and the Conference.

2. **Time of Performance.** The services provided by the Conference pursuant to this contract shall commence on **January 1, 2018** and shall end on **December 31, 2018**.

3. **Access to Information.** It is agreed that all information, data, reports, records and maps as are available and for the carrying out of the work outlined above, shall be furnished to the Conference by the City. No charge shall be made to the Conference for such information, and the City will cooperate with the Conference in every way possible to facilitate the performance of the work described in this contract.

4. **Compensation and Method of Payment.** The maximum amount of compensation and reimbursement to be paid by the City hereunder shall not exceed **\$5,000.00** for all services required. In addition, the City will provide, at no charge to the Conference, photocopy service and secretarial assistance in typing reports for submittal to the Council and Planning Commission. The Conference shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the

Social Security, Workmen's Compensation and Income Tax Laws for persons other than City employees performing services pursuant to this contract.

5. Invoicing. The Conference shall submit monthly billings to the City for payment based upon work completed for the City. Billing for work shall be based upon actual expenses incurred. If applicable, the detailed budget and work program attached will provide an estimate of those expenses. However, amounts may be shifted between various line items to cover costs incurred. The final invoice shall be submitted within 15 days after the ending date of the contract.

6. Termination.

6.1. Termination of Contract for Cause. If, through any cause, the City or the Conference shall fail to fulfill in a timely and proper manner the obligations contained within this contract, the non-defaulting party shall, thereupon, have the right to terminate this contract by giving, at least fifteen (15) days before the effective date of such termination, written notice to the other of such termination specifying the effective date thereof.

6.2. Termination for Convenience. Either the City or the conference may effect termination of this contract upon thirty (30) days written notice by either party to the other party. If the contract is terminated, the City will compensate the Conference for that portion of services extended unto the City.

7. Modification. The terms of this contract may be changed or modified by mutual agreement of the City and the Conference in the form of written amendments to this contract.

8. Contract for Continuation. The City shall give notice of their intent to continue or discontinue the contractual agreement at least thirty (30) days prior to the completion of this contract.

YAKIMA VALLEY CONFERENCE OF GOVERNMENTS

CITY OF GRANDVIEW

BY: \_\_\_\_\_  
Conference Chair

BY: \_\_\_\_\_  
Mayor Norm Childress

ATTEST: \_\_\_\_\_  
Secretary

ATTEST:  
BY: \_\_\_\_\_  
Anita Palacios, City Clerk

Approved as to form:

BY: \_\_\_\_\_  
City Attorney

**RESOLUTION NO. 2018-10**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING SECTION 7.03 OF THE GRANDVIEW PERSONNEL  
POLICY MANUAL: SICK LEAVE, TO ELIMINATE THE SICK LEAVE CAP  
AND PROVIDE A LIMITATION ON THE NUMBER OF SICK LEAVE  
HOURS THAT MAY BE CARRIED OVER EACH YEAR**

**WHEREAS**, Initiative 1443 was approved by the voters of Washington in November 2016 and made changes to Washington law governing the accrual and use of sick leave by public and private employees in Washington, and becomes effective on January 1, 2018; and

**WHEREAS**, the Washington State Department of Labor and Industries issued final rules for implementing the requirements of Initiative 1443 in October 2017, codified at Ch. 296-128 WAC; and

**WHEREAS**, the final rules clarify the impact of Initiative 1443 with respect to agency policies imposing a cap on the accrual of sick leave; and

**WHEREAS**, the City deems it necessary and appropriate to amend Section 7.03 of the City of Grandview Personnel Policy Manual, Accrual, pertaining to the accrual of sick leave, so as to comply with the requirements Initiative 1443 and regulations implementing the requirements of Initiative 1443,

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

**SECTION 1.** Grandview Personnel Policy Manual Section 7.03, Accrual, which reads as follows:

**7.03 Accrual.** Regular full-time employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment, up to a cap of 225 days of work. Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Temporary/seasonal employees and emergency employees shall accrue one hour of paid sick leave for every forty hours worked by the employee.

Sick leave accruals during months when an employee works less than the standard workweek are prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours. New full-time employees or currently serving full-time employees who have served as volunteer firefighters or reserve police officers for the City of Grandview shall be granted one day sick leave for each year of past service as a volunteer firefighter or reserve police officer, prior to full-time employment with the City.



**Is hereby amended to read:**

**7.03 Accrual and Carry Over.** Regular full-time employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment, ~~up to a cap of 225 days of work.~~ Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Temporary/seasonal employees and emergency employees shall accrue one hour of paid sick leave for every forty hours worked by the employee.

Sick leave accruals during months when an employee works less than the standard workweek are prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours. New full-time employees or currently serving full-time employees who have served as volunteer firefighters or reserve police officers for the City of Grandview shall be granted one day sick leave for each year of past service as a volunteer firefighter or reserve police officer, prior to full-time employment with the City.

An employee may carry over from calendar year to calendar year no more than 225 work days of accumulated sick leave.

**SECTION 2.** The amendments approved in this ordinance shall become effective as of January 1, 2018.

**SECTION 3.** Except as amended herein, all other provisions of the Grandview Personnel Policy Manual shall remain in effect and unchanged.

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on February 13, 2018.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 2018-11**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE WASHINGTON STATE  
TRANSPORTATION IMPROVEMENT BOARD RELIGHT WASHINGTON GRANT  
AGREEMENT S-E-183(002)-1 FOR THE LED STREETLIGHT CONVERSION**

**WHEREAS**, the City of Grandview has been selected by the Washington State Transportation Improvement Board to receive TIB funds in the amount of \$203,678 for the LED Streetlight Conversion, and

**WHEREAS**, the City must execute a Relight Washington Grant Agreement setting forth the terms and conditions and the regulations by which the City must comply in order to receive said funding,

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

The Mayor is hereby authorized to sign the Relight Washington Grant Agreement between the City of Grandview and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for the LED Streetlight Conversion S-E-183(002)-1.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 13, 2018.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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



City of Grandview  
S-E-183(002)-1  
LED Streetlight Conversion

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Grandview  
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the City of Grandview, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting ("Project") for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified city/town is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of Two Hundred Three Thousand Six Hundred Seventy Eight AND NO/100 dollars (\$203,678) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 7.



#### 4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

#### 5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in a to be determined payment plan.

#### 6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no cost to TIB, these records shall be provided when requested, including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

6.2 If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

#### 7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

#### 8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.

#### 9. DEFAULT AND TERMINATION



### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold reimbursement payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project progress payments until the requested corrections have been made or if the Agreement is terminated.

### 9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such actions necessary as may be directed by TIB.
- b) In the event of default and/or termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION OR SUSPENSION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate or suspend this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for Project work performed or costs incurred prior to the effective date of termination.



## 10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) **Informal Resolution.** The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
- d) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

## 11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

## 12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

## 13. ASSIGNMENT



The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

**14. AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties. Such amendments shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

**15. INDEPENDENT CAPACITY**

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

**16. ENTIRE AGREEMENT**

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties.

RECIPIENT

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

Approved as to Form

By: SIGNATURE ON FILE

ANN E. SALAY

Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General