

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, FEBRUARY 27, 2018**



REGULAR MEETING – 7:00 PM

PAGE

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
 - A. Yakima County Proposition #1 EMS Levy – Tyler Platt, Director of Emergency Services, 1-2
Prosser Memorial Hospital
4. **PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
5. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the February 13, 2018 Committee-of-the-Whole meeting 3-6
 - B. Minutes of the February 13, 2018 Council meeting 7-9
 - C. Payroll Electronic Fund Transfers (EFT) Nos. 5901-5905 in the amount of \$75,587.55
 - D. Payroll Check Nos. 10113-10129 in the amount of \$81,878.79
 - E. Payroll Direct Deposit 2/1/18-2/15/18 in the amount of \$95,217.16
 - F. Claim Check Nos. 114623-114696 in the amount of \$176,186.16
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Resolution No. 2018-12 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League 10-15
 - B. Resolution No. 2018-13 declaring a Police Department handgun as surplus and authorizing transfer to the retired police officer 16
 - C. Ordinance No. 2018-2 amending the 2018 Annual Budget 17-19
 - D. Resolution No. 2018-14 authorizing the purchase of real property located on Forsell Road, Parcel No. 230915-33002 20-21
 - E. Resolution No. 2018-15 authorizing the Mayor to sign an Interlocal Joint Purchasing Agreement with the City of Tacoma 22-24
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**

Anita Palacios

From: Tyler Platt <tplatt@pphdwa.org>
Sent: Tuesday, February 13, 2018 12:15 PM
To: Anita Palacios
Subject: Sample Resolution
Attachments: Sample Resolution.docx

Good Morning Anita,

As we spoke this morning, would you please place me on the agenda for the February 27th Council Meeting. I would like to discuss Proposition #1 that would allow PMH Medical Center, EMS to collect an EMS tax in the city of Grandview and Mabton. I've attached a sample resolution. Please let me know if you have any questions.

Thank you,

Tyler J. Platt, EMT-P, NREMT-P, BSc

DIRECTOR OF EMERGENCY SERVICES

Prosser Memorial Hospital

509-788-6034

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We would like your support for Yakima County Proposition #1 this November

Proposition #1 provides for a property tax levy of \$.25 cents per \$1000 on property in the EMS District located in the cities of Grandview and Mabton. This levy would generate approximately \$217,000 in additional revenue to assist with funding your local ambulance system.

Since 2000, PMH Medical Center's EMS division has served your community as the primary, and in many cases, the only 911-response team.

This EMS department responds to over 1000 emergent and non-emergent calls annually in Yakima County.

In 2008, a similar proposition was presented to the citizens of Yakima County that we serve and was an overwhelming yes in favor of. However, with the need for a supermajority, and the approval falling just short, the measure failed.

The current Yakima County EMS levy does not pay for ambulance services. The existing \$.25 cents levy pays for fire department training throughout Yakima County. Proposition #1 is about the ambulance services that you receive here in your local community.

Due to the decrease in payments from the government, ie; Medicare/Medicaid, the ambulance service has been operating at a deficit of over \$600,000. Without funding from Proposition #1, PMH Medical Center's EMS department will be forced to reduce services to your community. Reduced services will lead to much longer response times.

PMH Medical Center's EMS department services the citizens of Prosser, Mabton, Grandview, as well as county residents. Because the PMH service is available, these cities do not have to purchase and staff individual ambulances. Starting up an ambulance service is extremely expensive. A single ambulance costs more than \$100,000. Area fire departments estimate expenses for running individual ambulance services would far exceed that of PMH's EMS. The Proposition #1 solution is a cost-effective way for your community to continue to receive ambulance service.

Again, we are asking for your organization endorsement and support of Yakima County Proposition #1.

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
FEBRUARY 13, 2018**

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 Gay Brewer, Mike Everett, Dennis McDonald and Bill Moore.

Councilmember Gloria Mendoza arrived at 6:05 p.m. Councilmember Joan Souders arrived at 6:50 p.m.

Absent was: Councilmember Javier Rodriguez.

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

3. PUBLIC COMMENT

Karen Nimietz, 700 Washington Street, Apt. 3, Grandview, expressed concerns with noise and traffic issues relating to the Grandview School District relocating the bus garage to 712 East Wine Country Road.

City Administrator Arteaga noted that the property in question was zoned appropriately for the proposed use.

Ms. Nimietz was referred to the Grandview School Board to address her concerns.

4. NEW BUSINESS

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

Parks and Recreation Director Carpenter explained that Washington Cities Insurance Authority strongly recommended that the City enter into Recreational Use Permits between those athletic organizations that were utilizing City owned recreational facilities to conduct their respective programs. He presented a Recreational Use Permit between the City and the Lower Valley Cal Ripken League for the 2018 season. The City Attorney reviewed the document. Baseball League Coordinator Clint Adamson of the Lower Valley Cal Ripken League reviewed and signed the agreement.

Discussion took place.

Councilmember Brewer recommended the permit be amended under paragraph 2(C) to clarify that emergency response vehicles be allowed to drive or park on the Baseball Facility.

On motion by Councilmember Moore, second by Councilmember McDonald, the C.O.W. moved a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League to the February 27, 2018 regular Council meeting for consideration.

Councilmember Brewer voted in opposition.

B. Resolution declaring a Police Department handgun as surplus and authorizing transfer to the retired police officer

City Administrator Arteaga explained that the current union contract with Teamsters Local No. 760 allowed for an officer in good standing who retired with more than 20 years of service to keep the handgun that was assigned to that officer during that period. Sgt. David Palacios retired on January 31, 2018. He was employed over 27 years with the Grandview Police Department. He retired in good standing with the Police Department and the City. Sgt. Palacios was issued an H&K .45 caliber USP pistol (serial number 25-135611) as his duty handgun. Police Chief Fuller estimated the value of this handgun to the Police Department was currently equal or less than the \$400 amount listed in the contract. Per the requirements in the union contract, Police Chief Fuller notified Mayor Childress of the proposed transfer and requested permission to proceed. Mayor Childress reviewed and approved the transfer on January 27, 2018. A resolution declaring a Police Department handgun as surplus and authorizing transfer to the retired police officer was presented.

Discussion took place.

On motion by Councilmember Mendoza, second by Councilmember Everett, the C.O.W. moved a resolution declaring a Police Department handgun as surplus and authorizing transfer to the retired police officer to the February 27, 2018 regular Council meeting for consideration.

Councilmember Brewer voted in opposition.

C. Ordinance amending the 2018 Annual Budget

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets during the first two months of 2018 identified numerous budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2018 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

Current Expense Fund: Increased estimated beginning fund balance. Increased appropriations for travel and miscellaneous within Economic Development. Net effect was an increase in estimated ending fund balance.

E.M.S. Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.

Yakima Co. Law & Justice Tax Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.

Street Fund: Reduction of estimated beginning fund balance. Increased revenues for STP Grant – Safe Routes to School and TIB Grant – Relight Washington Streetlights. Decreased revenues for TIB Grant – Arterial Preservation Project W Fifth & Wine Country Road. Increased appropriations for Safe Routes to School and Relight Washington Streetlights. Decreased appropriations for Arterial Preservation Project W Fifth & Wine Country Road. Net effect was a decrease in estimated ending fund balance.

Transportation Benefit District Fund: Increased estimated beginning fund balance. Increased appropriations for Safe Routes to School. Decreased appropriations for Arterial Preservation Project W Fifth & Wine Country Road. Net effect was an increase in estimated ending fund balance.

Cemetery Fund: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.

Capital Improvement Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.

East Wine Country Plaza Fund: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.

Water/Sewer Fund: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.

Irrigation Fund: Increased estimated beginning fund balance with equal change in estimated ending fund balance.

Solid Waste Fund: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.

Equipment Rental Fund: Reduction of estimated beginning fund balance with equal change in estimated ending fund balance.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember McDonald, the C.O.W. moved an ordinance amending the 2018 Annual Budget to the February 27, 2018 regular Council meeting for consideration.

D. Resolution authorizing the purchase of real property located on Forsell Road, Parcel No. 230915-33002

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the purchase of real property located on Forsell Road, Parcel No. 230915-33002 to the February 27, 2018 regular Council meeting for consideration.

E. Resolution authorizing the Mayor to sign an Interlocal Joint Purchasing Agreement with the City of Tacoma

City Administrator Arteaga explained that during the 2018 budget process, Council appropriated \$335,000 to replace the 2007 Peterbilt Garbage Truck #310. The City had been using the Peterbilt truck chassis for over 25-years and had very good luck with this truck chassis. The City of Tacoma was replacing trucks for their fleet and the Peterbilt Distributor extended the bid offer to other cities for the same price. In order to take advantage of the sale price and in order to expedite the delivery of the new truck, the City must enter into an Interlocal Joint Purchasing Agreement with the City of Tacoma. In the past, the City had done this with the Cities of Toppenish and Tacoma. The price of a garbage truck equipped the way the City needed sells for approximately \$194,000. By entering into an Interlocal Joint Purchasing Agreement, the City could save approximately 26% or \$48,000.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign an Interlocal Joint Purchasing Agreement with the City of Tacoma to the February 27, 2018 regular Council meeting for consideration.

5. OTHER BUSINESS

A. Parliamentary Procedures (Robert's Rules)

Mayor Childress distributed for Council reference a copy of Jurassic Parliament "Mastering meetings using Robert's Rules" Cheat Sheet that he received during a training session he, Councilmember Moore and City Administrator Arteaga attended at the AWC Legislative Action Conference.

6. ADJOURNMENT

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

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
FEBRUARY 13, 2018**

1. CALL TO ORDER

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

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

Absent was: Councilmember Javier Rodriguez.

On motion by Councilmember Moore, second by Councilmember Mendoza, Council excused Councilmember Rodriguez 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.

2. PLEDGE OF ALLEGIANCE

Councilmember McDonald led the pledge of allegiance.

3. PRESENTATIONS

A. 2018 Proclamation GHS Career and Technical Education Month/Week

Present were GHS DECA Advisor Brad Charvet and GHS FCCLA Advisor Kelsey Harvey along with GHS DECA and FCCLA Chapter students.

Mayor Childress proclaimed February 2018 as Career and Technical Education month and February 12th – 16th as Career and Technical Education week in the City of Grandview and urged all citizens to become familiar with the services and benefits offered by the Career and Technical Education programs in this community and to support and participate in these programs to enhance their individual work skills and productivity.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

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

- A. Minutes of the January 22, 2018 Committee-of-the-Whole special meeting**
- B. Minutes of the January 22, 2018 Council special meeting**
- 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**

6. **ACTIVE AGENDA**

A. **Resolution No. 2018-9 authorizing the Mayor to sign the Technical Assistance Contract No. 010118GV with the Yakima Valley Conference of Governments**

This item was previously discussed at the January 22, 2018 C.O.W. special meeting.

On motion by Councilmember Souders, second by Councilmember Moore, Council approved Resolution No. 2018-9 authorizing the Mayor to sign the Technical Assistance Contract No. 010118GV with the Yakima Valley Conference of Governments.

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**

This item was previously discussed at the January 22, 2018 C.O.W. special meeting.

On motion by Councilmember Everett, second by Councilmember Mendoza, Council approved 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.

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**

This item was previously discussed at the January 22, 2018 C.O.W. special meeting.

On motion by Councilmember Moore, second by Councilmember Everett, Council approved 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.

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

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

Economic Development Brochure – City Administrator Arteaga circulated an economic development brochure for Council review. Once finalized, the brochure would be distributed at the RECon Global Retail Real Estate Convention in Las Vegas.

Hillcrest/West Second Intersection Improvements – City Administrator Arteaga advised that at the January 22, 2018 special meeting, he 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 to improve visibility. In addition, the School District added additional crossing guards at the intersection. He advised 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. Applications were due on April 16th. The design of the project would require a 10% match with the City and School District sharing the cost, approximately \$6,000 each. If the application was awarded, construction would be funded at 100%. He would prepare a proposal for Council consideration at the next C.O.W. meeting.

Sunnyside Valley Irrigation District (DID 35) – City Administrator Arteaga reported that he had received a letter from the Sunnyside Valley Irrigation District (SVID) regarding a storm water inlet into DID 35 located in the West Fifth/Larson/Butternut area. Historically, the City used SVID's drainage system for storm water. As the City developed, more storm water was put into the SVID drainage system, a system that was never designed to collect or handle storm water. The drainage systems were designed to solely collect agriculture return flows including subsurface flow. Although this drain now primarily carries only City water, this portion of DID 35 was solely maintained by SVID. This portion of DID 35 lies completely within the Grandview city limits. SVID requested that the City take over O&M of the subject drain. He explained that he was meeting with SVID representatives to discuss options to remedy the situation and partner to obtain funding to make the necessary improvements to the system.

Industrial Managers Annual Meeting – The annual Industrial Managers meeting was scheduled for February 28, 2018, 12:00 Noon at Molcajetes Restaurant.

YCDA Annual Meeting – The Yakima County Development Association's 33rd Annual meeting was scheduled for March 14th, 11:00 am at the Yakima Convention Center.

Waterworks Operator Certification Training – City Administrator Arteaga reported that he would be attending the Waterworks Operator Certification training in Kennewick on February 13-15.

9. MAYOR & COUNCILMEMBER REPORTS

YVCOG Homeless Planning and Policy Council – Councilmember Souders met with legislators in Olympia and Congressman Dan Newhouse to discuss homelessness in the Yakima Valley.

YVCOG Executive Committee – Councilmember Moore was appointed to serve on the Yakima Valley Conference of Governments (YVCOG) Executive Committee.

AWC Board of Directors – Mayor Childress was appointed to serve on the Association of Washington Cities (AWC) Board of Directors.

10. ADJOURNMENT

On motion by Councilmember Moore, second by Councilmember Mendoza, Council adjourned the meeting at 8:10 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

RESOLUTION NO. 2018-12

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

This Agreement entered into this _____ day of February, 2018, by and between the City of Grandview, and Lower Valley Cal Ripken League for the uses and purposes stated herein and below.

1. Recitals

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

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

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

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

2. Agreement

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

Responsibilities of Baseball League:

A. Baseball League seeks to gain access for the use of Baseball Facility to conduct a program of baseball, in accordance with its own rules and regulations.

B. Baseball League shall pay the City a Recreational Use Permit fee of \$25 for each use of the ball field lights. An accurate account of each use of the ball field lights will be recorded by the league and submitted to the City at the end of the season for appropriate billing. The Recreational Use Permit authorizes Baseball League to use the Baseball Facility as mutually scheduled between March 1 and July 25, 2018. Baseball League acknowledges that City sponsored programs and community events have scheduling priority over Baseball League's use of the Baseball Facility under this Agreement, and that Baseball League may not use the Baseball Facility if such use conflicts with a City sponsored program or community event. Baseball League shall not use the Baseball Facility additionally without first obtaining further written permission from the City and the payment of additional fees as established by the City.

C. At no time shall Baseball League participants, coaches, officials, spectators, vendors or any other people drive or park any vehicles on the Baseball Facility, except maintenance and emergency response vehicles. No vehicles shall be allowed on the field or the grass at the Country Park Events Center, except maintenance and emergency response vehicles. All vehicles must be parked in spaces designated for parking. Only individuals with a current Washington State Disabled Parking Permit will be allowed to park in designated disabled parking areas. All other vehicles associated with the Baseball League will park in the main parking lot at the Country Park Events Center.

D. Baseball League shall be solely and completely responsible for maintaining the dirt infields, facility fencing, dugout shelters, benches, storage units/areas and on site equipment in a clean, neat and safe condition. The City will be responsible for mowing and trimming of grass, restroom maintenance and garbage dumpsters. Baseball League shall provide routine litter clean-up and shall properly dispose of all trash on or surrounding the Baseball Facility, including parking areas, during the period of time that Baseball League shall be using the Baseball Facility. Baseball League shall be responsible for any damage that occurs to the Baseball Facility as a result or incidental to, Baseball League's use of the Baseball Facility under this Agreement. It is the responsibility of the Baseball league to keep all participants and spectators out of the livestock building and amphitheater areas. Baseball League will be allowed to engage in off-season field and structure maintenance of the baseball facility as scheduled through the parks and recreation department.

E. Should Baseball League desire to make improvements and/or install equipment for use on the Baseball Facility, Baseball League shall seek prior written approval of the City before any equipment may be installed. Baseball League shall be solely responsible to ensure that said equipment meets the requirements of the U.S. Consumer Products Commission or other state or federal agency charged with the establishment of safety standards for such equipment. Upon installation of said equipment, such equipment shall remain the sole property of the City unless otherwise specifically agreed upon in writing by both parties.

F. Baseball League is aware of and will abide by all elements of the Grandview Municipal Code of Chapter 12.20 (Park Code).

G. Baseball League shall obtain and maintain throughout the term of this Agreement, or as long as Baseball League remains in possession of the Baseball Facility, a broad form of comprehensive general liability policy of insurance covering bodily injury and property damage, with respect to the use or occupancy of the Baseball Facility, with liability limits of not less than \$1,000,000, per occurrence. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Baseball League shall provide City with a certificate or certificates of such insurance within ten (10) days of execution of this Agreement.

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

I. Baseball League has inspected the Baseball Facility and the Country Park Events Center and any equipment located upon such facility, and finds such to be adequate for Baseball Leagues use. Baseball League and those individuals using such facilities and equipment through Baseball League and this Agreement do so at their own risk.

J. Under a separate Concession Agreement, the Baseball League shall be entitled to operate a concession stand upon site approved by the City. Baseball League shall comply with all applicable health code requirements, including but not limited to food preparation, storage, sanitation and waste removal. Baseball League shall be solely responsible for compliance with all applicable laws and regulations pertaining to sales tax and tax reporting.

K. Baseball League agrees to strictly comply with and strictly enforce Washington State's Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of sustaining a concussion must be removed from play at the Baseball Facility and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussion and receives written clearance to return to play from that health care provider.

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

M. Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture or any other relationship than independent contractors. Baseball League shall be and remain in sole charge, supervision and control of all Baseball League activities, games, training and programs. City shall remain in sole charge, supervision and control of all its parks and recreation programs of the City of Grandview.

N. In 2018, the Baseball League, in addition to its regular leagues, will administer the Tee Ball League that was previously administered by the City. The City will loan the Baseball League equipment to conduct the Tee Ball League. This format shall be evaluated by both parties and the City reserves the right to resume administration of the Tee Ball League as early as 2019. All loaned equipment shall be returned at this time.

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

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

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

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

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

City of Grandview

Baseball League

By: _____
Mayor Norm Childress

By:  _____
Baseball League Coordinator

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

RESOLUTION NO. 2018-13

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
DECLARING A POLICE DEPARTMENT HANDGUN AS SURPLUS AND
AUTHORIZING TRANSFER TO THE RETIRED POLICE OFFICER**

WHEREAS, the City of Grandview and the Teamsters Local No. 760 negotiated and agreed upon language allowing an officer with 20 years of service to the Grandview Police Department to keep their service handgun following retirement; and

WHEREAS, Police Sergeant David Palacios retired in good standing with over 27 years of service with the Grandview Police Department on January 31, 2018; and

WHEREAS, the City Council has determined that it is in the best interest of the City that the foregoing described handgun be declared surplus and transferred to the retiring police officer;

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

Section 1. The H&K .45 caliber USP pistol, Serial No. 25-135611 is hereby declared to be surplus.

Section 2. The Police Chief is authorized to transfer said handgun to retired Sgt. David Palacios.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 2018-2

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2018 ANNUAL BUDGET**

WHEREAS, the original 2018 estimated beginning fund balances and revenues do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in the funds; and

WHEREAS, there are sufficient sources within the funds to meet the anticipated expenditures.

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

Section 1. That the 2018 annual budget be amended to reflect the changes presented in Exhibit A.

Section 2. That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

Section 3. This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 2/28/18
EFFECTIVE: 3/5/18

Exhibit A

| | Beginning Balance | Estimated Revenues | Appropriated Expenditures | Ending Balance | Budget Total |
|--|-------------------|--------------------|---------------------------|----------------|--------------|
|--|-------------------|--------------------|---------------------------|----------------|--------------|

| Current Expense Fund | | | | | |
|-----------------------------|------------------|------------------|------------------|----------------|------------------|
| Original 2018 Budget | 1,285,850 | 5,314,435 | 6,026,255 | 574,030 | 6,600,285 |
| Amendment Amount | 132,000 | | 7,500 | 124,500 | 132,000 |
| Amended Total | 1,417,850 | 5,314,435 | 6,033,755 | 698,530 | 6,732,285 |

| E.M.S. Fund | | | | | |
|----------------------|----------------|----------------|----------------|----------------|----------------|
| Original 2018 Budget | 203,190 | 138,270 | 154,450 | 187,010 | 341,460 |
| Amendment Amount | 25,000 | | | 25,000 | 25,000 |
| Amended Total | 228,190 | 138,270 | 154,450 | 212,010 | 366,460 |

| Yakima Co. Law & Justice Tax | | | | | |
|---|----------------|----------------|----------------|----------------|----------------|
| Original 2018 Budget | 153,110 | 286,000 | 320,700 | 118,410 | 439,110 |
| Amendment Amount | 11,000 | | | 11,000 | 11,000 |
| Amended Total | 164,110 | 286,000 | 320,700 | 129,410 | 450,110 |

| Street Fund | | | | | |
|----------------------|----------------|------------------|------------------|----------------|------------------|
| Original 2018 Budget | 371,885 | 1,562,850 | 1,728,390 | 206,345 | 1,934,735 |
| Amendment Amount | (7,000) | (149,300) | (149,300) | (7,000) | (156,300) |
| Amended Total | 364,885 | 1,413,550 | 1,579,090 | 199,345 | 1,778,435 |

| TBD Fund | | | | | |
|----------------------|----------------|----------------|----------------|----------------|----------------|
| Original 2018 Budget | 228,870 | 166,000 | 214,340 | 180,530 | 394,870 |
| Amendment Amount | 33,000 | | (33,500) | 66,500 | 33,000 |
| Amended Total | 261,870 | 166,000 | 180,840 | 247,030 | 427,870 |

| Cemetery Fund | | | | | |
|----------------------|---------------|----------------|----------------|---------------|----------------|
| Original 2018 Budget | 100,585 | 145,300 | 185,440 | 60,445 | 245,885 |
| Amendment Amount | (3,000) | | | (3,000) | (3,000) |
| Amended Total | 97,585 | 145,300 | 185,440 | 57,445 | 242,885 |

| Capital Improvement Fund | | | | | |
|---------------------------------|---------------|---------------|---------------|---------------|----------------|
| Original 2018 Budget | 39,915 | 80,500 | 59,000 | 61,415 | 120,415 |
| Amendment Amount | 5,500 | | | 5,500 | 5,500 |
| Amended Total | 45,415 | 80,500 | 59,000 | 66,915 | 125,915 |

| EWC Plaza | | | | | |
|----------------------|----------|----------|----------|----------|----------|
| Original 2018 Budget | 10,265 | - | - | 10,265 | 10,265 |
| Amendment Amount | (10,265) | | | (10,265) | (10,265) |
| Amended Total | - | - | - | - | - |

| Water/Sewer Fund | | | | | |
|-------------------------|------------------|------------------|------------------|------------------|-------------------|
| Original 2018 Budget | 8,002,785 | 5,929,905 | 5,090,090 | 8,842,600 | 13,932,690 |
| Amendment Amount | (65,000) | | | (65,000) | (65,000) |
| Amended Total | 7,937,785 | 5,929,905 | 5,090,090 | 8,777,600 | 13,867,690 |

Exhibit A Continued

| | Beginning Balance | Estimated Revenues | Appropriated Expenditures | Ending Balance | Budget Total |
|--|--------------------------|---------------------------|----------------------------------|-----------------------|---------------------|
|--|--------------------------|---------------------------|----------------------------------|-----------------------|---------------------|

| Irrigation Fund | | | | | |
|------------------------|----------------|----------------|----------------|----------------|----------------|
| Original 2018 Budget | 219,215 | 471,000 | 527,160 | 163,055 | 690,215 |
| Amendment Amount | 21,000 | | | 21,000 | 21,000 |
| Amended Total | 240,215 | 471,000 | 527,160 | 184,055 | 711,215 |

| Solid Waste Fund | | | | | |
|-------------------------|----------------|------------------|------------------|----------------|------------------|
| Original 2018 Budget | 550,505 | 1,117,900 | 1,089,200 | 579,205 | 1,668,405 |
| Amendment Amount | (40,000) | | | (40,000) | (40,000) |
| Amended Total | 510,505 | 1,117,900 | 1,089,200 | 539,205 | 1,628,405 |

| Equipment Rental Fund | | | | | |
|------------------------------|------------------|----------------|----------------|------------------|------------------|
| Original 2018 Budget | 2,408,215 | 457,000 | 912,720 | 1,952,495 | 2,865,215 |
| Amendment Amount | (36,000) | | | (36,000) | (36,000) |
| Amended Total | 2,372,215 | 457,000 | 912,720 | 1,916,495 | 2,829,215 |

RESOLUTION NO. 2018-14

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE PURCHASE OF REAL PROPERTY
LOCATED ON FORSELL ROAD**

WHEREAS, the City has an opportunity to purchase a parcel of real property adjacent to Forsell Road, Parcel No. 230915-33002, that may be utilized to provide additional road right-of-way; and

WHEREAS, the City has negotiated in good faith with the owner of said property, and the parties have agreed upon a price of \$1,000.00, which the City Council finds and determines to represent a fair market price for the property; and

WHEREAS, the City Council finds that acquiring this property for the agreed-upon price and terms and conditions of sale will benefit residents of the City of Grandview, and will promote the general health, safety and welfare;

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

The Mayor is hereby authorized to execute on behalf of the City of Grandview such documents as are necessary to effectuate the purchase of Parcel No. 230915-33002, legally described as 80 foot wide vacated Union Pacific Railroad right-of-way thru southwest ¼ of southwest ¼, Grandview, Yakima County, Washington, for a purchase price of \$1,000.00, plus incidental expenses and closing costs.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on February 27, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Yakima County GIS - Washington
Land Information Portal

Yakima County Assessor
Yakima County GIS
Yakima County

VALLEY TITLE GUARANTEE
WWW.VTGCO.COM
(509) 248-4442

Assessor | Planning | Real Estate
FAQ | Help | Legend
Search | Tools | Overview

Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 6 characters. Click the Search button to continue.

Search

MapScale: 1 inch = 300 ft.

Overlays: Aerial Photography: FEMA Critical Areas Contours Utilities

MapSize: Small (800x600)

Maps brought to you by:
Valley Title Guarantee
Title Insurance & Escrow Service
www.vtgc.com
(509) 248-4442

Easting(N) | Northing(N) Longitude(E) | Latitude(N)

Click Map to: [Get Information](#)

One Inch = 300 Feet
Feet 200 400

| | | | | | | | | | | | |
|---|--|-----------------------|------------------|------------|-----------|----------|---------------------------|------------------------|---------|-----------------------|--|
| PROPERTY PHOTOS | PROPERTY INFORMATION AS OF 2/20/2018 12:01:52 AM | PRINTING | | | | | | | | | |
| | Parcel Address: UN-ASSIGNED, WA | Printer-Friendly Page | | | | | | | | | |
| | Parcel Owner(s): SCHINMANN FARMS LLC | | | | | | | | | | |
| | Parcel Number: 23091533002 Parcel Size: 1.88 Acre(s) | | | | | | | | | | |
| | Property Use: 01 Undeveloped Land | Detailed Report | | | | | | | | | |
| TAX AND ASSESSMENT INFORMATION | | | | | | | | | | | |
| Tax Code Area (TCA): 440 | Tax Year: 2018 | Print Detailed MAP | | | | | | | | | |
| Improvement Value: \$0 | Land Value: \$300 | | | | | | | | | | |
| Current Use Value: \$0 | Current Use Improvement: \$0 | | | | | | | | | | |
| New Construction: \$0 | Total Assessed Value: \$300 | | | | | | | | | | |
| RESIDENTIAL INFORMATION | | | | | | | | | | | |
| Quality | Year Built | Stories | Main SqFt | Upper SqFt | Bamt SqFt | Bedrooms | Bathrooms (full/3/4, 1/2) | Garage (bsmt/at/bitin) | Carport | Section Map 1in=400ft | |
| No Residence Information Found. | | | | | | | | | | | |
| SALE INFORMATION | | | Qtr SECTION MAPS | | | | | | | | |
| Excise | Sale Date | Sale Price | Grantor | | | | | | | Portion | |
| No Sales Information Found. | | | | | | | | | | NW-Qtr 1"=200ft | |
| DISCLAIMER | | | | | | | | | | NE-Qtr 1"=200ft | |
| While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or email us . | | | | | | | | | | SW-Qtr 1"=200ft | |
| DISCLAIMER | | | | | | | | | | SE-Qtr 1"=200ft | |

| | | | |
|--|--------------------------------|-----------------------------|---|
| OVERLAY INFORMATION | | | |
| Zoning: | | Jurisdiction: | Grandview |
| Urban Growth Area: | Grandview | Future Landuse Designation: | Urban (City Limits) (Yakima County Plan 2016) |
| FEMA 100 Year: | Not in floodplain (X) | FIRM Panel Number: | 53077C1925D Download Map |
| LOCATION INFORMATION | | | |
| + Latitude: 46° 15' 31.192" | + Longitude: -119° 56' 02.864" | Range: 23 | Township: 09 Section: 15 |
| Narrative Description: 80 FT WIDE VAC UP RY R/W THRU SW1/4SW1/4 | | | |
| DISCLAIMER | | | |
| MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED. THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION | | | |

RESOLUTION NO. 2018-15

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN INTERLOCAL JOINT
PURCHASING AGREEMENT WITH THE CITY OF TACOMA**

WHEREAS, the City of Grandview and City of Tacoma have agreed upon the terms set forth in an Interlocal Joint Purchasing Agreement, and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Interlocal Joint Purchasing Agreement with the City of Tacoma is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to enter into an Interlocal Joint Purchasing Agreement with the City of Tacoma in the form attached hereto and incorporated herein by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on February 27, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERLOCAL JOINT PURCHASING AGREEMENT

THIS AGREEMENT is between the CITY OF TACOMA, a political subdivision of the State of Washington, and the CITY OF GRANDVIEW, a political subdivision under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington provided for interlocal cooperation between governmental agencies; and

WHEREAS, Chapter 39.33 of the Revised Code of Washington provides for intergovernmental disposition of property; and

WHEREAS, the parties desire to utilize each other's procurement agreements when it is in their mutual interest; --

NOW, THEREFORE, the parties agree as follows:

1. **PURPOSE:** The purpose of this agreement is to acknowledge the parties' mutual interest to jointly bid the acquisition of goods and services where such mutual effort can be planned in advance and to authorize the acquisition of goods and services and the purchase or acquisition of goods and services under contracts where a price is extended by either party's bidder to other governmental agencies.
2. **ADMINISTRATION:** No new or separate legal or administrative entity is created to administer the provisions of this agreement. The City of Tacoma shall administer this Agreement.
3. **SCOPE:** This agreement shall allow the following activities:
 - A. Purchase or acquisition of goods and services by each party acting as agent for either or both parties when agreed to in advance, in writing;
 - B. Purchase or acquisition of goods and services by each party where provision has been provided in contracts for other governmental agencies to avail themselves of goods and services offered under the contract and/or where either party's bidder is willing to extend prices to other governmental agencies.
 - C. The Parties shall not acquire, hold or dispose of any real or personal property in the performance of this Agreement.
4. **DURATION AGREEMENT - TERMINATION:** This agreement shall remain in force until canceled by either party in writing.
5. **RIGHT TO CONTRACT INDEPENDENT ACTION PRESERVED:** Each party reserves the right to contract independently for the acquisition of goods or services without notice to the other party and shall not bind or otherwise obligate the other party to participate in the activity.
6. **COMPLIANCE WITH LEGAL REQUIREMENT:** Each party accepts responsibility for compliance with federal, state or local laws and regulations including, in particular, bidding requirements applicable to its acquisition of goods and services.
7. **FINANCING:** The method of financing of payment shall be through budgeted funds or other available funds of the party for whose use the property is actually acquired or disposed. Each party accepts no responsibility for the payment of the acquisition price of any goods or services intended for use by the other party.
8. **FILING:** Executed copies of this agreement shall be filed as required by Section 39.34.040 of the Revised Code of Washington prior to this agreement becoming effective.

9. **INTERLOCAL COOPERATION DISCLOSURE:** Each party may insert in its solicitations for goods a provision disclosing that other authorized governmental agencies may also wish to procure the goods being offered to the party and allowing the bidder the option of extending its bid to other agencies at the same bid price, terms and conditions.
10. **NON-DELEGATION/NON-ASSIGNMENT:** Neither party may delegate the performance of any contractual obligation, to a third party, unless mutually agreed in writing. Neither party may assign this agreement without the written consent of the other party.
11. **HOLD-HARMLESS:** Each government party purchasing using a contract let by another government party shall be solely responsible for negligent or wrongful acts arising out of or related to its use of the contract, and shall defend and indemnify the party which awarded the original contract from any claim, cost or expense, including reasonable attorney's fees, arising there from, except that the party which awarded the original contract shall defend, indemnify and hold harmless other government parties using the contract from any claim, cost or expense, including attorney's fees, caused by or related to the originally awarding party's erroneous representation to the using party that the original award of the contract complied with the requirements of RCW 39.34.030(5)(b) as now or hereafter amended.
12. **SEVERABILITY:** Any provision of this agreement, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions or affecting the validity or enforcement of such provisions.

APPROVED: CITY OF GRANDVIEW

APPROVED: CITY OF TACOMA

Norm Childress

Printed name

Patsy Best

Procurement and Payables Manager

Date

2/27/2018

Signature

Date

APPROVED AS TO FORM:

Mayor

Title

Martha Lantz

Deputy City Attorney

Date

2/27/2018

Signature (if needed)

Date

Andrew Cherullo

Director of Finance

Date

Anita Palacios, City Clerk

Title