

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, JUNE 26, 2018**



COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM

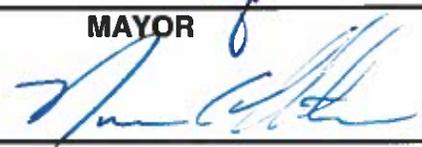
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1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
4. **NEW BUSINESS**
 - A. Alice Grant Learning Center Roof Replacement 1-12
 - B. Retail Real Estate Convention in Las Vegas
 - C. Tour New Fire Truck
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

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

ITEM TITLE Alice Grant Learning Center Roof Replacement	AGENDA NO.: New Business 4 (A) AGENDA DATE: June 26, 2018
ORIGINATING SOURCE Public Works Department	FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A

DEPARTMENT HEAD REVIEW
Cus Arteaga, City Administrator/Public Works Director 

CITY ADMINISTRATOR  **MAYOR** 

ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)
In 1990, the City applied for and was awarded a Community Development Block Grant through the Washington State Department of Commerce to construct a learning center. The City constructed the Alice Grant Learning Center at 1005 Grandridge Road and leased the building to the Washington State Migrant Council to operate a learning center.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.
Attached is a copy of the current lease with Inspire Development Center (formerly Washington State Migrant Council) for the Alice Grant Learning Center.
Staff was contacted by Nathan Radach, Facilities Manager with Inspire indicating that the roof on the main building was in need of replacement. The roof is 28 years old and with the recent windstorms, several shingles have blown off. Staff has obtained three written bids in the amounts of \$22,532.16, \$29,160.00 and \$35,725.00. There are funds available in the Capital Improvement Fund, but a budget amendment would need to be adopted to identify this project.

ACTION PROPOSED
Move an ordinance amending the 2018 budget to a regular Council meeting agenda for consideration.

RESOLUTION NO. 2013-43

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A LEASE WITH INSPIRE DEVELOPMENT
CENTERS FOR THE ALICE GRANT LEARNING CENTER**

WHEREAS, the City of Grandview and Inspire Development Center (formerly Washington State Migrant Council) have agreed upon the terms set forth in a Lease for the Alice Grant Learning Center in the form attached as Exhibit A, and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Lease 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 a Lease with Inspire Development Center for the Alice Grant Learning Center in the form attached hereto as Exhibit A and incorporated herein by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 25, 2013.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

LEASE

Reference nos. of docts.
assigned or released: n/a

Grantor: CITY OF GRANDVIEW, a Washington municipal corporation

Grantee: INSPIRE DEVELOPMENT CENTERS

Legal description: See below

Assessor's Parcel No.: 23092343474

THIS LEASE is made and entered into on June 14, 2013, by and between **City of Grandview**, hereinafter called "Lessor," and **Inspire Development Centers**, hereinafter called "Lessee."

WITNESSETH:

1. PREMISES LEASED: For and in consideration of the covenants and agreements hereinafter set forth, Lessor does by these presents lease and let to Lessee, and Lessee does hereby lease and rent from Lessor the following described property situated at in Yakima, Yakima County, Washington:

A parcel of land lying within the Southwest Quarter of the Southeast Quarter of Section 23, Township 9 North, Range 23, E.W.M. being more particularly described as follows:

Beginning at the Southwest corner of Lot 4 of GRANDRIDGE ADDITION No. 3, as recorded in Volume BB of Plats, Page 15 in the records of Yakima County, Washington; thence East along the Southern boundary of said Lot 4, 110 feet to the Westerly right-of-way of Acoma Street; thence continuing East along the terminus of Acoma Street, 50.00 feet to the Easterly right-of-way of Acoma Street; thence North along said right-of-way, 19.51 feet to the Southwest corner of Lot 5 of the aforementioned subdivision; thence South 89 degrees 49'12" East along the Southern boundary of said Lot 5; thence South 90.00 feet; thence North 89 degrees 49'12" West, 260.00 feet to the Easterly right-of-way, 69.96 feet; thence East along said Easterly right-of-way, 10.00 feet to the point of beginning.

And Lots 1, 2, 3, 4, 5, and 18 of said GRANDRIDGE ADDITION No. 3.

And Parcel A. A parcel of land lying within the Southwest Quarter of the Southeast Quarter of Section 23, Township 9 North, Range 23, E.W.M., being more particularly described as follows:

Beginning at the Southeast corner of Lot 5 of GRANDRIDGE ADDITION No. 3, as recorded in Volume BB of Plats, Page 15, in the records of Yakima County, Washington; thence South 90.00 feet thence South 89 degrees, 49'12" East, 156.00 feet; thence North 90.00 feet to the Southeast corner of Lot 7 of said GRANDRIDGE ADDITION No. 3, thence North 89 degrees 49'12" West of 156.00 feet to the point of beginning.

Parcel B. Lots 6, 7, 16 and 17 of GRANDRIDGE ADDITION No. 3, according to the Official Plat thereof, recorded in Volume BB of Plats, Page 15, records of Yakima County, Washington, and all appurtenances thereunto appertaining.

2. TERM: This lease is for a term of ten (10) years beginning on July 1, 2013, and ending on June 30, 2023.

3. RENT: Lessee agrees to pay to Lessor as rent for the premises the sum of \$1,112.50 per month, payable in advance on or before the 1st day of each and every month beginning July 1, 2013. Rent shall be paid to Lessor at such place as shall be designated by Lessor.

The monthly rent shall be adjusted upwards after each 24 month period this Lease is in effect (*i.e.* rent adjustments shall be implemented the first day of the 24th month, the 48th month, the 72nd month and the 96th month following the effective day of this Lease). Each upward adjustment shall be based on the Implicit Price Deflator for the month of July, as calculated and maintained by the United States Bureau of Economic Analysis, with a 2013 base year, PROVIDED, however, that in no event may the upward adjustment for a 24 month period be less than 1% nor more than 2.5% of the monthly rate during the immediately preceding 24 month period.

4. USE OF PREMISES: The premises shall be used by Lessee for conducting a learning center for the care and education of children and activities reasonably related thereto which constitute a similar usage as to wear and tear and shall not be used for any other purpose without the express written consent and approval of Lessor. It is understood and agreed that there are no express or implied warranties as to fitness of said premises for said use.

5. CONDITION OF PREMISES:

a. Lessee has inspected the premises, is fully familiar with and knows their condition, and accepts the same in their present condition without any representation of Lessor regarding the condition thereof, the improvements thereon, or their tenant ability.

b. Upon termination of this lease for any reason whatsoever, Lessee shall surrender to Lessor the buildings, structures, and building improvements upon the demised premises, together with all alterations and replacements thereof, in good order, condition, and repair, except for damage by fire or other casualties to the extent that they are insured against pursuant to paragraph 13 below.

c. All permanent improvements constructed on the demised premises shall be considered a part of the real estate and belong to the Lessor upon termination of this lease.

6. **COMPLIANCE WITH LAWS:** Lessee covenants, promises, and agrees to comply with all charters, laws, ordinances, rules, and regulations, to obtain all necessary licenses and permits applicable to Lessee's activities and to the premises, and to pay all fees and charges in connection therewith or by reason of inspections thereof.

7. **MAINTENANCE AND REPAIRS:**

a. Lessee agrees that all maintenance and repairs necessary to keep the premises in their present condition, reasonable wear and tear by ordinary use and damage by fire, the elements, or acts of God excepted, as well as all repairs necessary to allow Lessee to conduct its activities thereon, shall be undertaken by Lessee at its expense. Lessee's obligations hereunder shall include the maintenance and repair of all appliances, fixtures, plumbing, heating and air conditioning equipment, and the replacement of any broken plate glass or window glass.

b. All repairs shall be made by the party chargeable therewith as soon as is reasonably practicable, which, in the case of repairs to be made by Lessor, shall be as soon as reasonably practicable after written notice specifying the need for same has been given by Lessee to Lessor.

c. Lessee agrees to keep the premises in a safe, clean, and sanitary condition at all times, and Lessee shall be responsible for removal of snow and ice from the sidewalks and other areas which are a part of or adjacent to the leased premises.

8. **ALTERATIONS AND ADDITIONS:** Lessee shall not make any additions or material alterations to or upon the premises without first obtaining the written consent of Lessor, and any such additions or alterations authorized by Lessor shall be at Lessee's sole expense. In making any alterations or additions, Lessee shall comply with all building code provisions, municipal ordinances and regulations, and state laws which may affect or govern such work. All such additions or alterations shall become

and remain the property of Lessor; *provided, however*, that upon the termination of this lease, Lessee shall, at its expense, promptly remove such additions or alterations if so requested by Lessor.

9. TRADE FIXTURES AND SIGNS: Lessee may install such equipment, fixtures, and signs in or upon the premises as Lessee deems desirable for the conduct of its activities, provided that Lessee shall not hang any signs from the roof or walls of the premises without first obtaining the written consent of Lessor, which consent shall not be unreasonably withheld. Upon the termination of this lease, Lessee shall, at its expense, promptly remove all such equipment, fixtures, and signs and restore the premises to the same condition, reasonable wear and tear by ordinary use excepted, as the same were in prior to the installation of such equipment, fixtures, and signs; *provided* Lessee shall not have the right to remove such property of Lessee if Lessee is then in default under the terms of this lease. In the event Lessee fails to restore said premises, Lessee shall reimburse Lessor for the reasonable costs of such restoration immediately upon demand by Lessor.

10. LIENS AND WASTE: Lessee shall not cause or permit any liens of any nature to be placed against the premises except liens placed thereon by Lessor, and Lessee shall save Lessor harmless from and on account of all liens and all expenses and indebtedness connected therewith, except those relating to liens placed thereon by Lessor. Lessee shall not commit or permit any waste or nuisance upon the premises.

11. TAXES AND ASSESSMENTS: Lessor shall pay all real estate taxes and assessments levied against the leased premises. Lessee shall pay all other taxes, assessments, and charges hereafter levied against the leased premises or the lease during the term of this lease, arising out of the occupancy or use thereof, or arising out of the conduct of Lessee's activities thereon.

12. UTILITIES: Lessee shall pay all charges and expenses for electricity, gas, heat, telephone, water, sewer service, garbage collection service, janitorial service, and all other services and utilities used in connection with the premises during the term of this lease, and Lessee shall not permit any thereof to become delinquent.

13. INSURANCE:

a. Building Coverage: At all times subsequent to taking possession of the leased premises, Lessee shall, at its sole expense, providing the following insurance coverages:

(1) Comprehensive public liability insurance against claims for bodily injury, personal injury and property damage occurring in connection with the use and occupancy of the leased premises or arising out of the improvement, repair or alteration of the leased premises. The limits of such insurance shall not be less than one million dollars per occurrence.

(2) Insurance on the building in which the leased premises are located against loss or damage by fire and against loss or damage by other risks embraced by the so-called "All Risk Coverage Endorsement" in amounts at all times sufficient to prevent Lessor or Lessee from becoming a co-insurer under the terms of the applicable policies but, in any event, in an amount no less than 100% of the full insurable value of the entire leased premises. The term "Full Insurable Value" shall mean actual replacement value.

b. Lessee Coverages: At all times subsequent to taking possession of the leased premises, LESSEE shall, at its sole cost and expense, provide the following insurance coverages:

(1) All Risk Insurance: All risk coverage on Lessee's personal property located in the leased premises on a replacement cost basis.

(2) Contractual Liability: Contractual liability coverage to insure the performance by Lessee of the indemnity agreement as to liability for injury to or death of persons injured or damage to property as set forth in this rental agreement.

(3) Named Insureds: All insurance required hereunder shall name as additional insured the Lessor, its officers, employees and agents.

(4) Increased Limits: If during the term of this rental agreement, higher limits of insurance than those above-mentioned shall be appropriate, customary and generally required for like premises utilized for similar purposes, then upon request by Lessor, Lessee will procure such insurance with such higher limits.

(5) Quality of Insurance: Insurance required hereunder shall be in companies acceptable to Lessor and shall be qualified to conduct business in the State of Washington. Lessee shall deliver to Lessor copies of policies of such insurance or certificates evidencing the existence and amounts of such insurance. No such policy shall be cancelled or subject to reduction of coverage or other modification, except after ten (10) days prior written notice to Lessor. No financed premiums shall be allowed and there shall be no policy with a deductible greater than \$1,000.00 without prior consent of Lessor.

(6) Loss Adjustment: All policies shall expressly provide that any loss thereunder shall be adjusted with Lessor. The policies shall contain a provision that Lessor and additional insureds, although named as insureds, shall, nevertheless, be entitled to recover under said policies for any loss occasioned by them, their servants, agents, officers and employees other than by reason of the negligence of Lessor and/or additional insured.

(7) Primary Insurance: All policies shall be written as primary, and not contributing with or in excess of the coverage which Lessor or additional insureds, their agents, servants, officers or employees may carry.

(8) Blanket Policies: Lessee's obligation to carry the insurance herein provided may be brought within the coverage of a "blanket policy." However, Lessor and additional insured shall be named as insured thereunder as their interests may appear. Furthermore, coverage afforded shall not be reduced or diminished by reason of the use of such "blanket policy" and must be at least equal to coverage which would be provided under a separate policy covering only the leased premises.

14. DAMAGE WAIVER: Lessor and Lessee do hereby release and discharge each other from and against all liability for loss or damage caused by any of the perils covered by insurance policies which are in force and effect at the time of any such loss or damage, even though such loss or damage may be due to the negligence, act, or neglect of Lessor or Lessee, or agents or employees of either party. It is expressly understood and agreed that it is the intention hereof to constitute a waiver and release of any and all subrogation rights which the insurance companies might have under such insurance policies.

15. INDEMNITY: Lessee covenants and agrees to defend, indemnify, and hold Lessor harmless from and against any and all claims or liability for injury, damage, or loss, including attorneys' fees and costs, which may arise or to which Lessor may be subjected during or as a result of Lessee's occupation or use of the premises or the conduct of any activities thereon by Lessee or with Lessee's permission or knowledge.

16. RISK OF LOSS: All property of any kind on the premises shall be at the risk of Lessee, and Lessor shall not be liable, and Lessee waives all claims for any loss, damage, or injury either to persons or property sustained by Lessee or any other person upon or about the premises, or due to the structures or any improvements upon the premises or the adjoining premises or any part thereof, becoming out of repair or arising from the overflow of water or the freezing, bursting, or leakage of water, gas, heating or steam pipes, or due to any act, omission, or neglect of Lessor or Lessee, or any of their agents or employees, or any other person upon or about the premises, or any other cause of any nature whatsoever. No eviction from the premises shall be claimed by Lessee by reason of the happening of any or all of the foregoing. Without limiting the generality of the foregoing, Lessee shall be solely responsible for theft or other similar loss of fixtures, equipment, or other property leased herein and any other property of Lessee.

17. INGRESS AND EGRESS: Lessor reserves the right of ingress and egress to and from the leased premises for the purpose of inspecting the same at all reasonable times and for making such repairs as Lessor is obligated to make under the terms of this lease.

18. ASSIGNMENT AND SUBLETTING: Lessee shall not assign this lease or sublet the premises herein, or any portion thereof, without first obtaining the written consent of Lessor; nor shall there be any transfer or assignment of this lease from Lessee by operation of law, either voluntarily or involuntarily or by dissolution,

consolidation, or merger of Lessee. Consent to such assignment or subletting shall not operate to relieve Lessee of any of its covenants and obligations under this lease or relieve Lessee or its successor in interest from the necessity of obtaining like consent for any subsequent assignment or subletting.

19. DAMAGE OR DESTRUCTION: If the premises are destroyed or damaged by fire or other casualty rendering them, in Lessor's judgment, untenable, Lessor may, at its option, cancel this lease or may immediately proceed to rebuild and restore the same. Within ten (10) days after such destruction or damage, Lessor shall notify Lessee in writing whether Lessor elects to cancel this lease or rebuild and restore the premises. In the event Lessor elects to cancel this lease, the rent shall be paid to the date of destruction or damage, and all obligations of the parties hereto with respect to the unexpired portion of the term shall thereupon terminate. In the event Lessor elects to rebuild and restore the premises, such rebuilding or restoration shall be commenced as soon as practicable, shall be completed with due and reasonable diligence, and shall replace the improvements as nearly as practicable to the condition existing immediately prior to such damage or destruction; *provided* that any delay occasioned by governmental regulations or any other cause beyond the direct control of Lessor shall be taken into consideration in determining the promptness with which Lessor commences and completes the restoration and rebuilding. Rent shall be abated during the rebuilding and restoration proportionately in the same ratio as the untenable portion of the premises bears to the whole premises.

20. CONDEMNATION: If the whole or any substantial part of the premises ("substantial" being defined as reasonably preventing or unreasonably interfering with the conduct of Lessee's activities) be taken or condemned by the competent authority, this lease shall terminate upon the date when possession of the premises so taken shall be acquired by such authority, and the rent shall be prorated as of the date of such termination. If less than a substantial part of the premises be taken or condemned by any competent authority, the rent shall be abated, proportionately in the same ratio that the part of the premises taken or condemned bears to the whole premises, from the date when possession of that part of the premises so taken shall be acquired by such authority. Lessor shall be entitled to the full amount of any condemnation award for the leased premises, and Lessee hereby expressly waives any right or claim to any part thereof as damages or otherwise and any right or claim against Lessor as a result of such taking or condemnation. Lessee shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's activities by reason of the condemnation and on account of any cost or loss which Lessee might sustain.

21. DEFAULT: Full and prompt performance by Lessee of all terms and conditions of this lease is hereby made the essence of this lease. If Lessee should be in default in any of the same and such default shall have continued for ten (10) days in the case of nonpayment of rent or other sums due from Lessee and for thirty (30) days

in the case of any other default after written notice by Lessor to Lessee setting forth the particular default claimed, or if Lessee's leasehold estate shall be taken on execution, or if Lessee shall be declared bankrupt or insolvent according to law, or if Lessee shall make an assignment for the benefit of creditors, or if a receiver shall be appointed for Lessee and continue in office thirty (30) days without discharge, then in any such event this lease shall, at the option of Lessor, be forfeited. In such event, Lessor may lawfully enter into and upon said premises or any part thereof, repossess the same, and expel Lessee and those claiming under and through Lessee and remove their effects, forcibly if necessary, without being deemed guilty of any manner of trespass, but without prejudice to any remedies which might otherwise be used by Lessor for the collection of rent or for any breach by Lessee of the covenants herein contained. It is further agreed that after service of notice as above set forth, an additional condition to avoid forfeiture shall be payment by Lessee of Lessor's costs and expenses, including attorneys' fees, for the preparation and service of such notice. Nothing contained herein shall release or diminish Lessee's obligation to pay rent for the full term of this lease, except the net amount of rent Lessor receives from any subsequent tenant during the term hereof. As an additional and not alternative remedy, optional with Lessor, if Lessee should be in default hereunder other than a default in the payment of rent, Lessor may cure or correct the same; and the cost of such action by Lessor shall immediately be due and payable from Lessee, plus interest on said sum at the rate of twelve percent (12%) per annum until paid; and nonpayment of said sum by Lessee shall be adequate grounds for Lessor to invoke the other provisions of this paragraph.

22. **NOTICES:** All notices required under this lease to be given by either party shall be effective as of the date of personal service thereof or the date of mailing by certified mail, return receipt requested, postage prepaid, and properly addressed to the other party at the following address or as the same may be changed from time to time by written notice to the other party:

Lessor: City Administrator
City of Grandview
207 West Second Street
Grandview, Washington 98930

Lessee: Chief Executive Officer
Inspire Development Centers
105 South Sixth Street, Suite B
Sunnyside, Washington 98944

23. **ATTORNEYS' FEES AND COSTS:** Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees, incurred by Lessor in the preparation and service of any notice which Lessor gives to Lessee under the terms of this lease. In any court suit or action brought by either party concerning this lease, the court shall

award to the prevailing party reasonable attorneys' fees in addition to the costs allowed by law, and the other party agrees to pay the same.

24. NONWAIVER: The consent of Lessor to any variation of the terms of this lease, or the receipt of rent with knowledge of any breach, shall not be deemed to be a waiver of any breach or covenant of this lease, and no waiver shall be claimed by Lessee unless it be a written waiver signed by Lessor. Any waiver, express or implied, by Lessor of any breach by Lessee of any of the covenants of this lease shall not be construed to be a waiver of any subsequent breach of the same or any other covenant in this lease, or affect or prejudice any of Lessor's rights or remedies hereunder. After service of notice of default or commencement of suit, Lessor may receive and collect rent due; and the same shall not affect such notice or suit or any judgment, nor shall it be deemed a waiver in any sense.

25. SUCCESSORS: Subject to the foregoing provisions relating to assignment and subletting, this lease shall inure to the benefit of and shall be binding upon the successors and assigns of the respective parties hereto.

26. ENTIRETY OF AGREEMENT: No prior stipulation, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease. The terms and conditions of this lease shall not be amended or modified, except in writing signed by both Lessor and Lessee. Headings used herein are for convenience only, are not a part of this lease, and are not to be used in construing it. Each party agrees to execute, upon request of the other, a short form of this lease for purposes of recordation, and to reexecute this lease at any time upon the request of the other.

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

CITY OF GRANDVIEW



NORM CHILDRESS

INSPIRE DEVELOPMENT CENTERS
a Washington corporation, Lessee

By

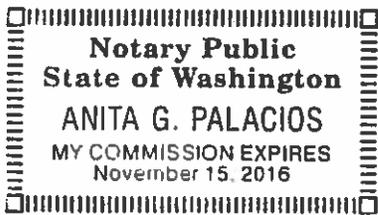


TADAO SAENZ-THOMPSON, CEO
TADAO
147

STATE OF WASHINGTON)
 : ss.
County of Yakima)

I certify that I know or have satisfactory evidence that NORM CHILDRESS, Mayor of the City of Grandview, Washington, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 25, 2013.



Anita G. Palacios ← print name
Notary Public in and for the State of Washington
Residing at: Grandview, Washington
My Appointment Expires: 11/15/16

STATE OF WASHINGTON)
 : ss.
County of Yakima)

I certify that I know or have satisfactory evidence that TADEO SAENZ-THOMPSON, CEO OF INSPIRE DEVELOPMENT CENTERS in Sunnyside, Washington, is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: June 21st, 2013.



Jorge A. Castillo ← print name
Notary Public in and for the State of Washington
Residing at: Sunnyside, Washington
My Appointment Expires: 3-27-16