

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, MARCH 10, 2020**



**REGULAR MEETING – 7:00 PM**

**PAGE**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE** – Eloy Armendariz II, 8<sup>th</sup> grade student from Grandview Middle School
3. **PRESENTATIONS**
  - A. **Meals on Wheels – March for Meals Month Proclamation** 1-2
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 25, 2020 Committee-of-the-Whole meeting** 3-6
  - B. **Minutes of the February 25, 2020 Council meeting** 7-8
  - C. **Payroll Check Nos. 11530-11561 in the amount of \$30,748.84**
  - D. **Payroll Electronic Fund Transfers (EFT) Nos. 60292-60297 in the amount of \$98,007.57**
  - E. **Payroll Direct Deposit 2/16/20-2/29/20 in the amount of \$115,078.16**
  - F. **Claim Check Nos. 119469-119570 in the amount of \$546,709.21**
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. 2020-10 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2020 Swim Team Program** 9-13
  - B. **Ordinance No. 2020-4 repealing Ordinance No. 2019-4 amending Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road** 14-18
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
  - A. **Special Council Meeting RE: Retail Recruitment Presentation – March 17, 2020** 19
10. **ADJOURNMENT**

## Anita Palacios

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**From:** Stacy Kellogg <skellogg@pfp.org>  
**Sent:** Tuesday, March 3, 2020 9:32 AM  
**To:** Gloria Mendoza  
**Cc:** Bill Moore; Anita Palacios  
**Subject:** Meals on Wheels- March for Meals Month and Proclamation  
**Attachments:** 2020-march-for-meals-proclamation Grandview.docx

**Importance:** High

Dear Ms. Mendoza,

The month of March mobilizes hundreds of local Meals on Wheels programs across the country to reach out to their communities and build the support that will enable them to serve America's seniors all year long. The 18th annual March for Meals campaign gives the businesses, organizations, governments and volunteers who contribute so generously in their communities an opportunity to support homebound seniors in a variety of ways to make America stronger and healthier.

People For People's Meals on Wheels program will be participating in March For Meals and we are asking for the City of Grandview to recognize this with a proclamation for the month of March. Attached is a sample proclamation with suggested language.

**We would also love for any of the City Council members to participate in serving a meal during March for Meals week- March 16-20 at:**

[Grandview Senior Center](#), Serves lunch at 11am-11:30am  
812 Wallace Way - Grandview

Please let me know if you have any questions or need additional information.

Thank you for your continued support!

Stacy



PEOPLE FOR PEOPLE



### Stacy E. Kellogg, M.Ed.

Director of Social Services

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*Improving Lives∞  
Strengthening Communities*



## A PROCLAMATION PROCLAIMING MARCH 2020 AS THE 18<sup>th</sup> ANNUAL MARCH FOR MEALS MONTH

**WHEREAS**, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

**WHEREAS**, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

**WHEREAS**, the 2020 observance of March for Meals celebrates 18 years of providing an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

**WHEREAS**, Meals on Wheels programs – both congregate and home-delivered, in Yakima County have served our communities admirably for more than 50 years and

**WHEREAS**, volunteers for Meals on Wheels programs in Yakima County are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

**WHEREAS**, Meals on Wheels programs in Yakima County provide nutritious meals to seniors throughout the Yakima County that help them maintain their health and independence, thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization; and

**WHEREAS**, Meals on Wheels programs in Yakima County provide a powerful socialization opportunity for millions of seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and

**WHEREAS**, Meals on Wheels programs in Yakima County deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation.

**NOW, THEREFORE**, I, Gloria Mendoza as Mayor of Grandview, Washington do hereby proclaim March 2020 as the 18<sup>th</sup> Annual March for Meals Month and urge every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2020 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

Dated this 10<sup>th</sup> day of March, 2020

  
\_\_\_\_\_  
City of Grandview Mayor

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
FEBRUARY 25, 2020**

**1. CALL TO ORDER**

Mayor Gloria Mendoza 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 Mendoza and Councilmembers Gay Brewer, Mike Everett, Diana Jennings, Bill Moore, Javier Rodriguez and Joan Souders

Absent was: Councilmember David Diaz.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Parks & Recreation Director Gretchen Chronis, Assistant Police Chief Mike Hopp, Fire Chief Pat Mason, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios.

**3. PUBLIC COMMENT – None**

**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 & Recreation Director Chronis explained that the Washington Cities Insurance Authority recommends the City enter into Recreational Use Permits between those athletic organizations that utilize City owned recreational facilities to conduct their respective programs. She presented a Recreational Use Permit between the City and the Lower Valley Cal Ripken League for the 2020 season. Baseball League Coordinator Alicia Trevino of the Lower Valley Cal Ripken League reviewed and signed the agreement.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Moore, 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 25, 2020 regular Council meeting for consideration.

**B. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2020 Swim Team Program**

Parks & Recreation Director Chronis explained that the Washington Cities Insurance Authority recommends the City enter into Recreational Use Permits between those athletic organizations that utilize City owned recreational facilities to conduct their respective programs. She presented a Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2020 season. Swim Team President Nick Trevino reviewed and signed the agreement.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, 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 Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2020 Swim Team Program to the March 10, 2020 regular Council meeting for consideration.**

**C. Ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road**

At the February 11, 2020 C.O.W. meeting, Police Chief Fuller explained that on April 9, 2019, Council unanimously passed Ordinance No. 2019-4 amending Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road. That ordinance placed the 25 mph to 35 mph transition point at about Higgins Way on West Wine Country Road. Public comments on the ordinance have questioned the change and requests have been made to undo it. To lessen the perceived impact of the change, the 25/35 mph transition point could be moved from Higgins Way back eastward to the Stover Road intersection on West Wine Country Road. The current ordinance read: "The maximum speed for travel by vehicles on West Wine Country Road from the west city limits to 2,500 feet east of the west city limits shall be 35 miles per hour . . . ." The proposed ordinance read: "The maximum speed for travel by vehicles on West Wine Country Road from the west city limits to the Stover Road intersection shall be 35 miles per hour . . . ."

Following discussion at the February 11, 2020 C.O.W. meeting, the C.O.W. tabled an ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road to the February 25, 2020 C.O.W. meeting for further consideration.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Jennings, the C.O.W. moved an ordinance amending Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road to the March 10, 2020 regular Council meeting for consideration.**

The motion failed with Councilmembers Brewer and Souders voting in favor and Councilmembers Everett, Jennings, Rodriguez and Souders voting in opposition.

**On motion by Councilmember Everett, second by Councilmember Brewer, the C.O.W. moved an ordinance to repeal Grandview Municipal Code Section 10.24.025 Speed Limit-Wine Country Road to the March 10, 2020 Council meeting for consideration.**

**D. Ambulance Service Information**

At the February 11, 2020 C.O.W. meeting, Fire Chief Mason distributed information regarding the ambulance service for discussion at the February 25, 2020 C.O.W. meeting.

Fire Chief Mason explained that in 2018, the City started the process of evaluating alternatives to ensure ambulance services were available to the citizens of Grandview through a financial agreement with a local ambulance provider. Council chose to partner with the City of Sunnyside for ambulance services. An Interlocal Agreement (ILA) was finalized with the City of Sunnyside

in July 2019 and the Sunnyside Fire Department started providing ambulance service in October 2019. The ILA showed the first year total cost to provide ambulance services would be \$368,439 with the City's share to be \$163,439. The ILA showed the second year projected total cost to provide the service would be \$392,562 with the City's share to be \$187,562. This service was currently funded from the existing EMS budget. The EMS funding source would be completely exhausted by the end of 2020, therefore, a new alternative funding source would need to be established in order to fund this service. He summarized the cost of providing the ambulance service by the City, the cost to continue to partner with the Sunnyside Fire Department, a comparison of the two, a potential ambulance utility revenue source and his recommendation, as follows:

**The Cost to Own/Operate a City Owned Ambulance Service:**

• Initial cost to purchase and outfit (2) ambulances	2/\$280,000	\$560,000
• Initial cost for housing the new staff		<u>\$500,000</u>
<b>Initial Start Up Costs</b>		<b>\$1,060,000</b>
• Annual FTE Staffing payroll and benefits	10 FTE/\$70,000	\$700,000
• Unforeseen overtime	10 FTE/\$1,500	\$15,000
• EMS Billing fees	550/\$25	\$13,750
• Vehicle maintenance fees	2/\$2,500	\$5,000
• Annual DOT physicals	10 FTE/\$200	\$2,000
• Personnel clothing and uniforms	10 FTE/\$1,500	\$15,000
• Annual NFPA/OSHA/EMS training and continuing education	10 FTE/\$1,200	\$12,000
• Medical equipment maintenance fees	2/\$1,100	\$2,200
• Fuel and oil		\$9,500
• EMS disposable equipment		<u>\$3,000</u>
<b>Annual Operating Costs</b>		<b>\$777,450</b>

**Partnership with the Sunnyside Fire Department:**

• Annual contract cost	1st YR - \$163,500	2nd YR - \$187,600
• Initial cost to purchase equipment		No additional cost
• Annual FTE Staffing payroll and benefits		No additional cost
• Unforeseen overtime		No additional cost
• EMS Billing fees		No additional cost
• Vehicle maintenance fees		No additional cost
• Annual DOT physicals		No additional cost
• Personnel clothing and uniforms		No additional cost
• Annual NFPA/OSHA/EMS training and continuing education		No additional cost
• Medical equipment maintenance fees		No additional cost
• Fuel and oil		No additional cost
• EMS disposable equipment		No additional cost

**Annual Cost of Sunnyside Fire Department (SSFD) Contract Versus Owning Our Own Ambulance Service**

- 1st YEAR - \$163,500 (SSFD) Versus \$1,837,450 (Ownership/Start Up & Annual Operating Costs)
- 2nd YEAR - \$187,600 (SSFD) Versus \$777,450 (Ownership/Annual Operating Costs)

**Revenue/Ambulance Utility Fee**

1. Council would need to identify how many water accounts we have.
2. Council would need to implement a method for accessing commercial/industrial/government accounts.
3. Council would need to establish a monthly rate to be collected.
4. Council would need to identify ways to educate the citizens.
5. Council would need to approve and enact the Ambulance Utility Fee. For example: 3,500 water accounts (estimated) at \$10 per month would generate \$420,000 per year.
6. If the City continues with Sunnyside at \$187,000 per year, the City would bank \$233,000 per year to help support this program.
7. The surplus could be used to construct a building in the future to house the crew/equipment for 24/7 service.

He recommended Council support and enact an ambulance utility fee by July 1, 2020, that would be sufficient to cover the estimated \$400,000 cost of providing the service annually. To do so, Council would need to incorporate an Ambulance Utility Chapter into the Grandview Municipal Code and establish how many water accounts the City would have in order to set a rate.

Councilmember Brewer recused himself from the discussion due to a conflict of interest.

Discussion took place. No action was taken.

City Administrator Arteaga recommended that a special meeting be scheduled in the near future for further discussion.

5. **OTHER BUSINESS** – None

6. **ADJOURNMENT**

The C.O.W. meeting adjourned at 6:55 p.m.

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
FEBRUARY 25, 2020**

**1. CALL TO ORDER**

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

Present were: Mayor Mendoza and Councilmembers Gay Brewer, Mike Everett, Diana Jennings, Bill Moore, Javier Rodriguez and Joan Souders.

Absent was: Councilmember David Diaz.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council excused Councilmember Diaz from the meetings.**

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

**2. PLEDGE OF ALLEGIANCE**

Zayden Villalba, 4<sup>th</sup> grade student from Harriet Thompson Elementary, led the pledge of allegiance.

**3. PRESENTATIONS – None**

**4. PUBLIC COMMENT**

Grandview Chamber of Commerce – Cody Goepfner and Tammy Ouellette, representing the Grandview Chamber of Commerce, advised of the following community events:

- March 13 – Chamber Auction
- March 28 – Grandview 5K Glow Fun Run at Dykstra Park
- May 1 – Community Award Banquet
- August 6 – Grandview Community Parade

They thanked the Council for the City's continued support of the Chamber of Commerce.

**5. CONSENT AGENDA**

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

- A. **Minutes of the February 11, 2020 Committee-of-the-Whole meeting**
- B. **Minutes of the February 11, 2020 Council meeting**
- C. **Payroll Check Nos. 11513-11529 in the amount of \$95,996.22**
- D. **Payroll Electronic Fund Transfers (EFT) Nos. 60284-60288 in the amount of \$82,106.03**
- E. **Payroll Direct Deposit 2/1/20-2/15/20 in the amount of \$103,642.66**
- F. **Claim Check Nos. 119389-119468 in the amount of \$177,614.73**

6. **ACTIVE AGENDA**

A. **Ordinance No. 2020-3 amending the 2020 Annual Budget**

This item was previously discussed at the February 11, 2020 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Everett, Council approved Ordinance No. 2020-3 amending the 2020 Annual Budget.

B. **Resolution No. 2020-8 authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update**

This item was previously discussed at the February 11, 2020 C.O.W. meeting.

On motion by Councilmember Jennings, second by Councilmember Moore, Council approved Resolution No. 2020-8 authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update.

C. **Resolution No. 2020-9 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League**

This item was previously discussed at the February 25, 2020 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Souders, Resolution No. 2020-9 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League.

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

8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None

9. **MAYOR & COUNCILMEMBER REPORTS**

**Flag Lowering Proclamation – Mayor Mike Bren** – Mayor Mendoza reported that as a mark of respect for the memory and longstanding public service of Mayor Raymond “Mike” Michael Bren, the United States flag would be flown at half-staff on February 27, 2020. Mayor Bren’s funeral service was scheduled for February 27, 2020.

The Council observed a moment of silence in honor of Mayor Mike Bren.

10. **ADJOURNMENT**

On motion by Councilmember Moore second by Councilmember Rodriguez, Council adjourned the regular meeting at 7:30 p.m.

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**RESOLUTION NO. 2020-10**

**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 GRANDVIEW NEPTUNE  
ROTARY SWIM TEAM FOR THE USE OF THE SWIMMING POOL –  
2020 SWIM TEAM PROGRAM**

**WHEREAS**, the City of Grandview and the Grandview Neptune Rotary Swim Team desire to enter into a Recreational Use Permit regarding the use of the swimming pool for the 2020 Swim Team program;

**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 Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2020 Swim Team program 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 March 10, 2020.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**RECREATIONAL USE PERMIT**  
By and Between the City of Grandview and the  
Grandview Neptune Rotary Swim Team  
For the Use of the Swimming Pool – 2020 Swim Team Program

This Agreement, entered into this \_\_\_ day of \_\_\_\_\_, 2020 is made and entered into by and between the City of Grandview, a municipal corporation, hereinafter referred to as "City", and the Grandview Neptune Rotary Swim Team, a non-profit organization, hereinafter referred to as the "Swim Team".

**1. Recitals:**

The City owns, operates and maintains a municipal swimming pool located within Westside Park. The City believes that the Swim Team provides an excellent social, recreational and educational experience for its participants and spectators and therefore, benefits the citizens of Grandview.

The Swim Team acknowledges its responsibility to organize, promote and conduct a competitive swimming program for the youth within the Grandview community, and the City desires to facilitate such a program;

**2. Agreement:**

**2.1 Safety:**

2.1.1 The City shall provide a certified Lifeguard on the deck at all times during practice sessions and swim meets. The Lifeguard shall have current American Red Cross Lifeguarding Certification, including CPR for the professional rescuer.

2.1.2 Swim Team shall observe all pool rules. Running and rough housing is not allowed anywhere in the facility.

2.1.3 Swim Team meets and practices must be operated in the safest manner possible. If an accident occurs, a coach must report all accidents and incidents to the Pool Management, and complete the incident/accident form.

2.1.4 If any pool equipment, pool facility component or other item related to Swim Team use or not, are damaged or found to be damaged, these must be reported to Pool Management for immediate repairs. The City reserves the right to recover costs associated with labor and repair as the result of damaged equipment and/or facility by the Swim Team.

2.1.5 Unauthorized persons are not allowed in the mechanical building, chemical storage area or the bathhouse office area.

2.1.6 Swim Team 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 swimming activity immediately and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussions and receives written clearance to return to swim activity from that health care provider.

## **2.2 Scheduling:**

2.2.1 Swim Team may begin use of the pool with the permission of the Parks and Recreation Director once the pool has been filled and has passed pre-season inspection by City staff. The season will end following the Mid Valley League Championships.

2.2.2. Barring inclement weather or emergency maintenance, the Swim Team shall have priority use during the following times:

- Monday through Friday from 8:00-11:00 a.m. beginning June 1, 2020.
- Up to seven mutually scheduled Home Swim Meets (6:00 p.m. start until closing for meets).
- Mutually scheduled practice times, prior to the pool opening to the general public.

## **2.3 Facility Maintenance:**

Swim Team shall be responsible for removing all litter and belongings from the deck, locker rooms and surrounding park area immediately following each usage. The Swim Team will assign a clean-up crew to address litter in the bathhouse, on the deck and around the pool facility during and after each home meet.

## **2.4 Use Payment:**

2.4.1 Each swim team participant will be required to pay \$50 per youth fee as outlined in Section 2.75.020 (swimming pool fees) of the Grandview Municipal Code. Once the Swim Team Roster has been finalized, the Swim Team shall submit a check to the City with proper documentation to verify the total participants for the season.

2.4.2 After July 1, 2020, the Swim Team Shall submit a letter to the City requesting the release of \$1,000 that has been earmarked for Swim Team Scholarships through the annual United Way of Central Washington funding.

## **2.5 Liability Insurance:**

2.5.1 The Swim Team shall obtain and maintain a policy of liability insurance at all times during the term of this Agreement covering all activities of the Swim Team. A comprehensive general liability policy of insurance covering body injury and property damage, with respect to the use or occupancy of the swimming pool, with liability limits

not less than \$1,000,000 per occurrence shall be required. 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. Swim Team shall also provide the City with a Certificate or Certificates of Liability Insurance within ten (10) days of execution of this Agreement.

2.5.2 Swim Team 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, for deaths or injuries to persons for loss or damage of property arising from or in connection with Swim Team activities at the pool or on City property. As used in this section, the term Swim Team includes agents, servants, employees, and volunteers of the Swim Team, as well as participants, invitees and spectators at Swim Team activities occurring at the pool or on City property. In the event of any claims made or suits filed, the City shall give Swim Team prompt written notice thereof and Swim Team 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.

## **2.6 Concessions:**

Under a separate Concession Agreement, the Swim Team shall be entitled to operate a concession stand during home swim meets at a site approved by the City. Swim Team shall comply with all applicable health code and permit requirements, including but not limited to food preparation, storage, sanitation and waste removal.

## **2.7 Community Athletic Program-Sexual Discrimination Prohibited:**

Swim Team agrees to comply with RCW 49.60.500, made applicable to community athletics 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.

## **2.8 Early Termination:**

In the event it becomes necessary for either party to terminate this Agreement, the party invoking the termination shall provide the other party advanced written notice of termination at least thirty (30) days prior to the effective date of termination; provided, however, in the event of an emergency, the City may cause this Agreement to be terminated upon such date and terms reasonably required.

## **2.9 Termination for Cause:**

If Swim Team fails to abide by the terms and conditions of this Agreement.

**2.10 Entire Agreement:**

This Agreement, with Swim Team's application for use of the City's swim pool, 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 the park facilities shall apply to this Agreement, and more incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms shall control.

**2.11 Assignment:**

This Agreement and terms and provisions herein are personal to the Swim Team, 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 references above.

City of Grandview

By: \_\_\_\_\_  
Mayor Gloria Mendoza

Swim Team

By: Julio Nicholas TREVIÑO  
Team President

ATTEST:

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

APPROVED AS TO FORM:

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

**ORDINANCE NO. 2020-4**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
REPEALING ORDINANCE NO. 2019-4 AMENDING GRANDVIEW  
MUNICIPAL CODE SECTION 10.24.025 SPEED LIMIT-WINE COUNTRY ROAD**

**WHEREAS**, the City of Grandview on April 9, 2019, adopted Ordinance No. 2019-4, amending Grandview Municipal Code section 10.24.025 and reducing the speed limit on designated portions of Wine Country Road; and

**WHEREAS**, the City of Grandview had determined that Ordinance No. 2019-4 should be repealed in its entirety.

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

**Section 1.** City of Grandview Ordinance No. 2019-4 is hereby repealed in its entirety.

**Section 4.** Except as set forth herein, all other provisions of Chapter 10.24 Grandview Municipal Code remain unchanged.

**Section 5.** This ordinance shall be in full force and effect five days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on March 10, 2020.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PUBLICATION: 3/11/2020**

**EFFECTIVE: 3/16/2020**

**ORDINANCE NO. 2019-4**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 10.24.025  
SPEED LIMIT – WINE COUNTRY ROAD**

**WHEREAS**, reducing the speed limit to 25 mph on Wine Country Road within City limits has been recommended; and

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

**Section 1.** Section 10.24.025 Speed limit – Wine Country Road of the Grandview Municipal Code which reads:

10.24.025 Speed limit – Wine Country Road.

The maximum speed for travel by vehicles on Wine Country Road from Euclid Road west to the west city limits shall be 35 miles per hour and from 500 feet east of Fir Street east to the city limits shall be 35 miles per hour.

**is hereby amended to read as follows:**

10.24.025 Speed limit – Wine Country Road.

The maximum speed for travel by vehicles on Wine Country Road from Euclid Road west to the west city limits shall be 25 miles per hour and from 500 feet east of Fir Street east to the city limits shall be 25 miles per hour.

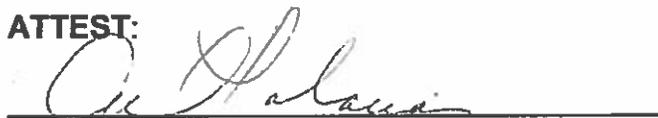
**Section 2.** This ordinance shall be in full force and effect 5 days after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on April 9, 2019.

**MAYOR**

  
\_\_\_\_\_

**ATTEST:**

  
\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

  
\_\_\_\_\_

**CITY ATTORNEY**

**PUBLICATION: 4/10/19**

**EFFECTIVE: 4/15/19**

## Anita Palacios

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**From:** Mike Hopp <Mike.Hopp@grandviewpd.us>  
**Sent:** Wednesday, February 26, 2020 7:34 AM  
**To:** Anita Palacios  
**Cc:** Cus Arteaga  
**Subject:** Collision Information  
**Attachments:** 2020 Council Collision Report.docx

I have attached some collision stats I pulled for Council last night. They never asked for it so I did not provide it. Distribute if you would like....\  
(I have 10 copies made already if you would like them).

Thanks

**Mike Hopp**  
**Assistant Police Chief**

**Grandview Police Department**  
**201 W. 2nd St**  
**Grandview, WA 98930**  
**(509) 882-2000**

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



Grandview Police Department Collision Information

Year	Total Accidents City Wide	Total on W. Wine Country Rd >1100 Blk to Higgins	Block or Intersection	Direction Of Travel	Contributing Collision Factors
<b>2019</b>	106	3	E. Stover	EB	Inattention – Rear end
			1300 Blk	WB	Snow
			Near Higgins	EB	Inattention – Rear end
<b>2018</b>	94	2	1100 Blk	WB	Inattention – over sidewalk
			E. Stover	WB	Improper U Turn
<b>2017</b>	106	3	Stover Rd	WB	Rear end
			Stover Rd	WB	Rear end
			Stover Rd	WB	Rear end
<b>2016</b>	114	5	E. Stover		Inattention
			@ Higgins		Pulled out/Fail to yield
			1300 Blk	WB	Inattention/Vehicle over curb
			1400 Blk	WB	Rear end





**NOTICE OF SPECIAL MEETING  
GRANDVIEW CITY COUNCIL  
RETAIL RECRUITMENT PRESENTATION**

You are hereby notified, pursuant to RCW 42.30.080, that the **GRANDVIEW CITY COUNCIL** will conduct a special meeting on **TUESDAY, MARCH 17, 2020 at 6:00 p.m.**, in the Grandview City Hall Council Chambers, 207 West Second Street, Grandview, Washington, with the following agenda:

1. Retail Recruitment Presentation by Casey Kidd, CEO, NaviRetail, LLC
2. Adjourn

**CITY OF GRANDVIEW**

Anita G. Palacios, MMC  
City Clerk

**NOTIFICATION:**  
Mayor and Council  
Cus Arteaga, City Administrator  
Department Directors  
News Media