

**GRANDVIEW CITY COUNCIL
MEETING AGENDA
TUESDAY, SEPTEMBER 22, 2015**



REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
 - A. Eagle Scout Proposal – Matthew Humpherys 1-6
- 4. PUBLIC COMMENT**
- 5. CONSENT AGENDA**
 - A. Minutes of the September 8, 2015 study session 7-8
 - B. Minutes of the September 8, 2015 regular meeting 9-15
 - C. Payroll Electronic Fund Transfers (EFT) Nos. 5442-5446 in the amount of \$71,622.30
 - D. Payroll Check Nos. 8353-8373 in the amount of \$83,763.52
 - E. Payroll Direct Deposit 9/1/15–9/15/15 in the amount of \$89,865.05
 - F. Claim Check Nos. 108903-108980 in the amount of \$379,357.50
- 6. ACTIVE AGENDA**
 - A. City Council Procedures Manual – Laptop Usage Policy 16-20
 - B. Resolution No. 2015-38 approving Task Order No. 2015-04 with Huibregtse, Louman Associates, Inc., for City Museum Final Design 21-24
 - C. Resolution No. 2015-39 authorizing the Mayor to sign the State of Washington Transportation Improvement Board Grant Agreement for the LED Streetlight Conversion Project 25-32
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER MEETING REPORTS**
- 10. EXECUTIVE SESSION – Property Matters (10 minutes)**
- 11. ADJOURNMENT**

Anita Palacios

From: Mike Carpenter
Sent: Saturday, September 12, 2015 10:02 AM
To: Anita Palacios
Cc: Cus Arteaga
Subject: Item for next City Council Meeting Under Presentations

Good morning,

I have been working with Bryce Humphery's son Matthew on an Eagle Scout Project. He wants to erect a display that pertains to the history of the annual team pull at the Beavan Building. He has gain support from the Fair Foundation and Fairboard. He has a proposal that he wants to share with City Council at the September 22nd meeting. I would be happy to attend and introduce him.

Thanks.

Mike Carpenter
Parks and Recreation Director
City of Grandview
Grandview, WA 98930
Phone: (509) 882-9209
Fax: (509) 882-3099
Visit our Website: [http:// www.grandview.wa.us](http://www.grandview.wa.us)

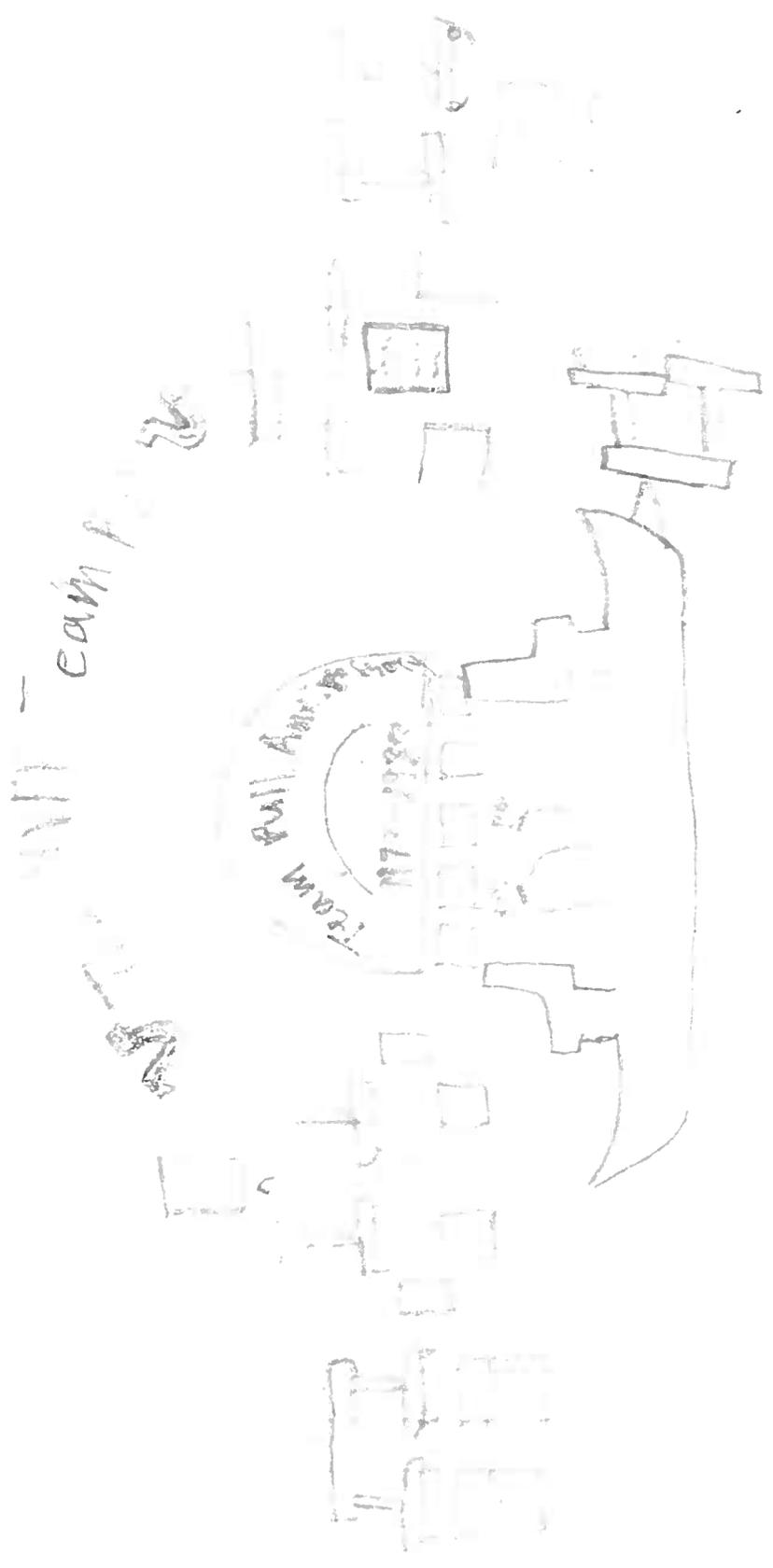
This message may contain confidential and/ or proprietary information and is intended for the person/ entity to whom it was originally addressed. Any use by others is strictly prohibited.

Eagle Scout Service Project Proposal

Hello, my name is Matthew Humpherys and I am fourteen years old. I am a member of 4-H. I am also a Boy Scout in a troop chartered by the LDS church and have achieved the rank of Life Scout. As a part of completing the highest rank of Eagle Scout I am required to design, lead, and carry out a project that benefits an organization, church, or community. Provided you give me permission, it is my pleasure to work with you in performing just such a project for the benefit of Grandview and the Yakima Valley Fair and Rodeo (YVFR). It is my hope to build a structure to protect and exhibit a portion of Gandview's and the Fair's history. My idea is that the display will consist of memorabilia from the YVFR Team Pull event, including the old Team Pull sled, an old Team Pull anniversary sign, old double trees, and information and pictures of the Team Pull. The structure will be located in the food court on the south wall of the Beavan building by the sliding door. The structure will provide a measure of protection from the elements for the sled and double trees and will add to the style and theme of the display. What you see on the agenda is a basic design of what the project will be like when it is finished. I am working on a more detailed design that I will finalize with feedback from City staff and the Fair Board after the basic design has been approved. I have presented to the Fair Foundation and Fair Board. The Fair Foundation will pay the cost for the materials which will I will purchase from Grandview Lumber who is giving us a discount. I will collect the materials, memorabilia, volunteers needed and construct the shelter/display. I am asking for your permission to build my project in the food court. The significance of having the shelter/exhibit at the food court is that it would be protected, the court already has a roof and some walls, and because of the activity at the court a lot of people would see the display. I believe this project would be beneficial to the Fair and the community, because it would preserve and inform people about a proud part of their history and bring more people to the Fair.

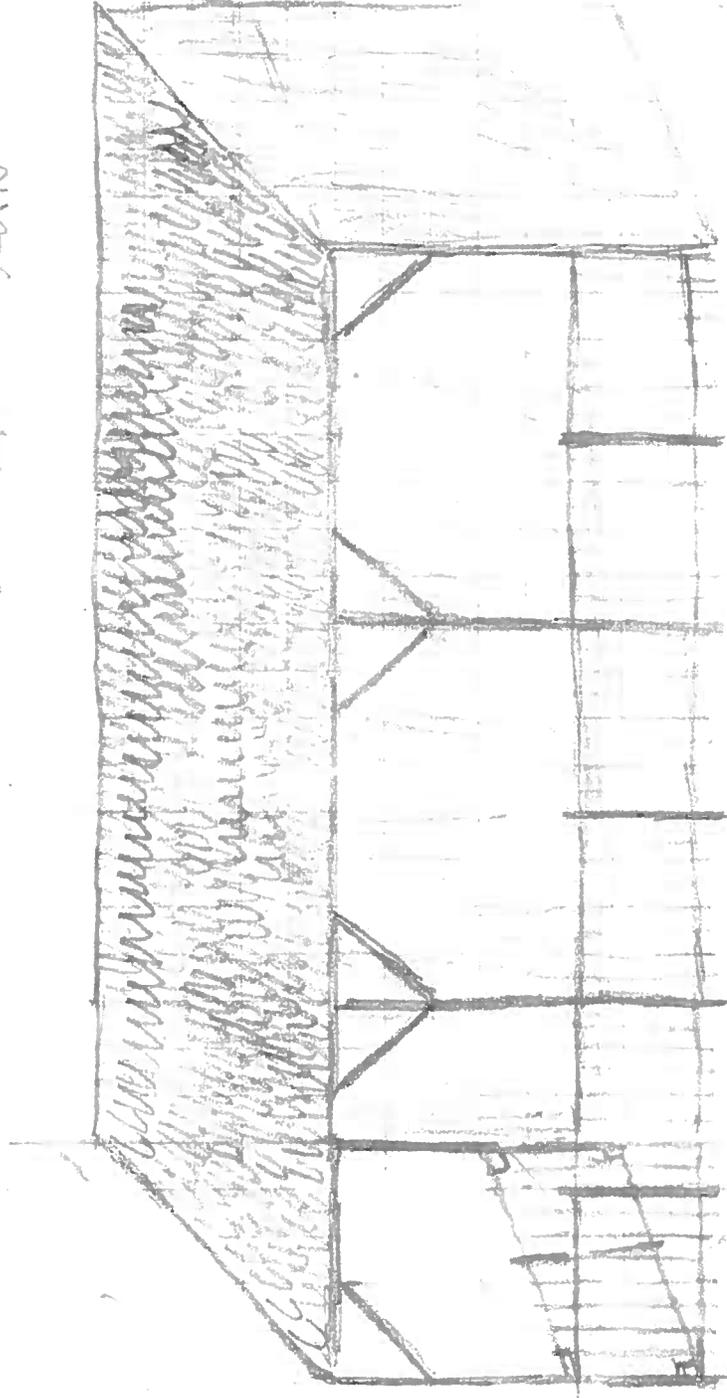
Respectfully submitted,

Matthew Humpherys

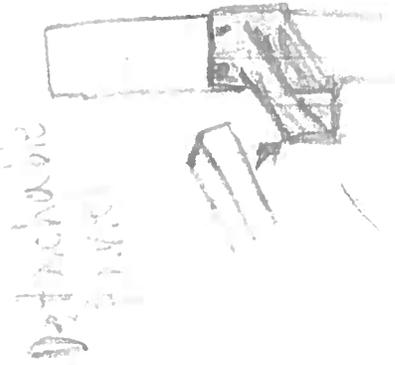
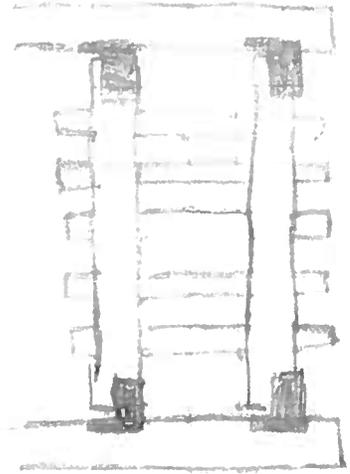
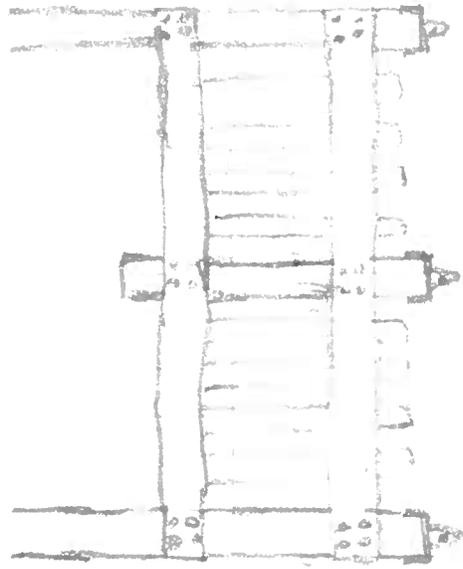


Shelter Basic Design

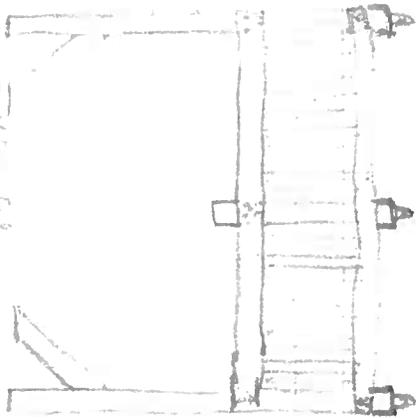
Drawn to scale



Fence section enlarged
(not to scale)

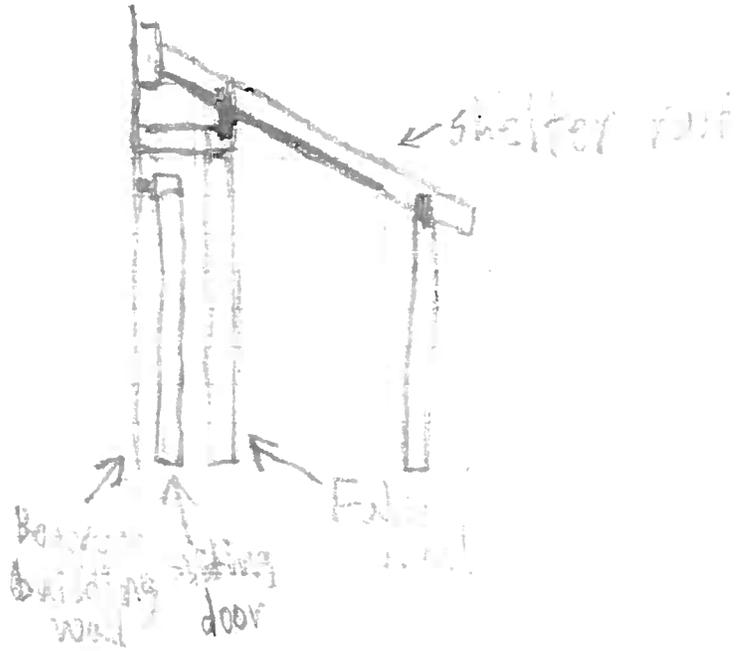


Fence section
to make



□ 2 1/2 ft

False wall



**GRANDVIEW CITY COUNCIL
STUDY SESSION
SEPTEMBER 8, 2015**

1. CALL TO ORDER

Mayor Norm Childress called the study session to order at 6:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Childress and Councilmembers Dennis McDonald, Gloria Mendoza, Bill Moore, Jesse Palacios, Javier Rodriguez and Joan Souders. Excused from the meeting was Councilmember Javier Rodriguez. Councilmember Mike Everett arrived at 6:30 p.m.

Staff present were: City Administrator/Public Works Director Cus Arteaga, Assistant Public Works Director Santos Trevino, City Treasurer Matt Cordray and City Clerk Anita Palacios.

2. OLD INLAND EMPIRE WATER/STREET IMPROVEMENTS (HLA)

City Engineers Mike Battle and Terry Alapeteri from HuiBregtse, Louman Associates, Inc., provided an update on the Old Inland Empire water and street improvements.

The City applied for and received 2013 Drinking Water State Revolving Funds (DWSRF) in the amount of \$900,900 to replace approximately 2,400 linear feet of deteriorated 8-inch asbestos cement and cast iron water main in Old Inland Empire Highway with new 12-inch PVC water main. The project also included approximately 1,000 additional linear feet of 12-inch water main to complete a distribution piping loop and all associated valves, hydrants, water services and surface repair.

The DWSRF funding obtained to install the new water main was to act as the City's match to an STP funding request in the amount of \$2,108,200. The City was recently advised by STP that funding would not be available until 2026.

The DWSRF loan must be closed out by 2017 which meant construction must occur in 2016. Because the water main was intended to be constructed as part of the larger street project, no money was included in the funding request from DWSRF to repave the road.

The additional cost to re-pave the road as part of the water main construction was estimated at \$135,000.

Council consensus was to proceed with the water main replacement funded through the DWSRF and incorporate funds in the 2016 budget to complete the re-pavement of the road in the amount of \$135,000 funded through the water fund.

3. COUNCIL LAPTOP TRAINING (VISION MUNICIPAL SOLUTIONS)

The City's contracted IT consultant, Frank Votaw with Vision Municipal Solutions conducted training with the Council on their new laptops.

Following the training, City Administrator Arteaga advised that the City Attorney would draft a computer use policy for Council consideration at the next meeting.

4. **ADJOURNMENT**

The study session adjourned at 7:00 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
SEPTEMBER 8, 2015**

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 Mike Everett, Dennis McDonald, Gloria Mendoza, Bill Moore, Jesse Palacios, Javier Rodriguez and Joan Souders.

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

2. PLEDGE OF ALLEGIANCE

Councilmembers Souders led the pledge of allegiance.

3. PRESENTATIONS – None

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

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

- A. Minutes of the August 25, regular meeting**
- B. Payroll Electronic Fund Transfers (EFT) Nos. 5434-5439 in the amount of \$80,078.42**
- C. Payroll Check Nos. 8311-8352 in the amount of \$24,792.17**
- D. Payroll Direct Deposit 8/16/15–8/31/15 in the amount of \$91,322.03**
- E. Claim Check Nos. 108801-108902 in the amount of \$216,283.12**

6. ACTIVE AGENDA

A. Ordinance No. 2015-12 amending the 2015 Annual Budget

City Treasurer Cordray explained that the budget amendment encompassed several items that were previously discussed at prior Council meetings. Included were the increases for the new Patrol/Sergeant union contract, East Fourth Street construction costs, repair work at City Hall, Wastewater Pumping Facility financing and garbage truck refurbish. Ordinance No. 2015-12 provided for the amending of the 2015 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

Current Expense Fund: Increase to patrol salaries and benefits and a transfer out to Street Fund for the East Fourth Street project resulted in a decrease to the estimated Ending Fund Balance.

Yakima Co. Law & Justice Tax Fund: Increase to patrol salaries and benefits results in a decrease to the estimated Ending Fund Balance.

Street Fund: Transfer in from Current Expense Fund offset with an increase to East Fourth Street project for construction costs results in no change to the estimated Ending Fund Balance.

Capital Improvements Fund: Increase to Real Estate Excise Tax revenue and appropriations for heat pump and tile restoration at City Hall resulted in an increase to the estimated Ending Fund Balance.

Water/Sewer Fund: Appropriations for bond counsel and interim financing interest for the Wastewater Pumping Facility upgrades resulted in a decrease to the estimated Ending Fund Balance.

Equipment Rental Fund: Appropriations for garbage truck refurbish resulted in a decrease to the estimated Ending Fund Balance.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Ordinance No. 2015-12 amending the 2015 Annual Budget.

B. Ordinance No. 2015-13 amending Chapter 3.22 Library Nonexpendable Trust Fund and Chapter 3.22A Library Memorial Trust Fund to change Bleyhl Community Library to Grandview Library

In 2011, the City and Yakima Valley Community College jointly constructed a new library on the Grandview Campus known as the Grandview Library. Grandview Municipal Code Chapters 3.22 Library Nonexpendable Trust Fund and Chapter 3.22A Library Memorial Trust Fund required revisions to change the library name from Bleyhl Community Library to Grandview Library.

On motion by Councilmember Everett, second by Councilmember Mendoza, Council approved Ordinance No. 2015-13 amending Chapter 3.22 Library Nonexpendable Trust Fund and Chapter 3.22A Library Memorial Trust Fund to change Bleyhl Community Library to Grandview Library.

C. Ordinance No. 2015-14 providing for the annexation of property known as the Port of Grandview/Higgins/Castle Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said city, adopting a comprehensive land use plan, and changing the official zoning map of the city

City Clerk Palacios explained that the City received a Letter of Intent and Petition for Annexation and Rezone signed by the Port of Grandview, Lois Higgins Family LLC and Kenneth J. Castle requesting annexation of their properties to the City of Grandview. The proposed annexation and rezone included the following parcels: Parcel No. 230910-31004 (Port of Grandview); Parcel No. 230910-31003 (Lois Higgins Family LLC); Parcel Nos. 230910-34001 and 230910-34004 (Kenneth J. Castle) and Parcel No. 230910-34002 (Rantcos International Inc.).

At the April 14, 2015 meeting, Council accepted the proposed annexation and referred the land use proposal to the Hearing Examiner to conduct the public hearing process. On May 19, 2015, a public hearing was held before the Hearing Examiner to receive comments on the proposed Annexation and Rezone.

On June 23, 2015, a closed record public hearing was held before the Council. Following the hearing, the Council accepted the Hearing Examiner's conclusions and recommendation that the Port of Grandview, Lois Higgins Family LLC & Kenneth J. Castle Petition for Annexation be approved with M-1 Light Industrial zoning for Port of Grandview Parcel No. 230910-31004, the Lois Higgins Family, LLC Parcel No. 230910-31003 and the Rantcos International, Inc. Parcel No. 230910-34002 and with C-2 General Business zoning for the Kenneth J. Castle Parcel Nos. 230910-34001 and 230910-34004.

On July 6, 2015, staff submitted a Notice of Intention to the Yakima County Boundary Review Board for a 45-day review period. The 45-day filing period expired on August 28, 2015 and the County did not invoke jurisdiction. Ordinance No. 2015-14 finalized the annexation process.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Ordinance No. 2015-14 providing for the annexation of property known as the Port of Grandview/Higgins/Castle Annexation to the City of Grandview pursuant to the petition method, and incorporating the same within the corporate limits thereof, providing for the assumption of existing indebtedness, requiring said property to be assessed and taxed at the same rate and basis as other property within said city, adopting a comprehensive land use plan, and changing the official zoning map of the city.

D. Planning Commission Appointment – Lois Chilton

Dr. Dennis Byam submitted his resignation as a member of the Planning Commission. With the resignation of Dr. Byam from the Planning Commission, Mayor Childress recommended Lois Chilton be appointed to fill the vacancy on the Planning Commission.

On motion by Councilmember Palacios, second by Councilmember Moore, Council confirmed the appointment of Lois Chilton to the Planning Commission as recommended by the Mayor.

7. UNFINISHED AND NEW BUSINESS

A. Museum Budget Update

Parks & Recreation Director Carpenter explained that in 2013, the Grandview School District purchased the museum facility at 315 Division Street from the City. Through a lease agreement, the School District has allowed the City to continue to utilize this facility to house museum exhibits until a new site for the museum could be established. It was determined by the City that a new site at the Country Park Events Center would be too expensive with a price tag of \$750,000 plus.

In the spring of 2015, Council approved the purchase of the lot and building at 115 West Wine Country Road for the relocation of the museum. There was \$200,000 allocated within the 2015

11

capital improvement fund to begin the process of purchase and renovation. Currently, the City has taken down interior walls and would be priming and painting exterior walls. The City was working with Wes Edwards of BORArchitecture to determine cost estimates to renovate the building with the intention to begin moving in during the early spring of 2016. The Museum Board would be active in compiling a plan that will outline exhibit locations. Based on budget figures, there was a \$161,057 shortfall to complete the renovation of this building. There currently was funding available within the capital improvement fund to complete this project.

On motion by Councilmember Everett, second by Councilmember Moore, Council authorized staff to proceed with the bidding process for the museum building renovation project and submit a budget amendment if necessary once bids were received with a target date of November 2015.

B. 2016 Council Goals

City Administrator Arteaga explained that at the July 2015 retreat, Council provided the following goals and/or budget recommendations for consideration:

Jesse Palacios:

- Review steps for Dykstra Park from the parking lot to the park.
Staff proposal: Change the pathway location to the north by paving a path to meet the walking pathway in the park at an estimated cost of \$5,000 and eliminate the old steps which will improve the safety to the users of the park.
- Rename Stokely Park to a patriotic theme.
Staff proposal: Consider the renaming of the park and incorporate the renaming with the annual Fourth of July Flag Raising ceremony. In addition, an archway could be added to the park as part of the ceremony at a cost of approximately \$15,000.
- Continue to maintain a 15% reserve in all department budgets.
- Retrofit street lights to LED's.
Staff proposal: Working with PP&L and the Transportation Improvement Board (TIB) on establishing a conversion program. TIB is establishing a grant program that the City could apply to. The grant program would require a 10% match that could be funded by the Grandview Transportation Benefit District (TBD).
- Continue to improve the trailer court on Wine Country Road.
Staff proposal: Staff contacted the owner and he is not interested in selling the court. He does have plans to renovate the apartment complex portion. The City could do a beautification project by installing a fence at a cost of \$8,500. The fence would be on City road right-of-way and would be owned by the City.
- Continue to expand what was done in the Downtown area.

Javier Rodriguez:

- Thanked Department Directors for a job well done.
- Improve repair garages on East Wine Country Road.
Staff proposal: Install a fence along the road right-of-way (see photo attached) at an estimated cost of \$8,100. The fence would be on City road right-of-way and owned by the City.

Joan Souders:

- Thanked Department Directors.
- Enhance partnerships for economic development purposes.

Staff proposal (*): Schedule meeting with Port of Grandview and Chamber of Commerce to discuss joint economic development opportunities. Continue to budget funds for EDGE in the event a potential new business needed support. City staff would continue to pursue economic development opportunities and assist developers/business owners in locating and/or expanding their businesses in Grandview.

- Construct golf course.
- Continue to support the Swimming Pool and Library.
- Fire truck replacement.

Staff proposal: Fire Chief exploring the options available to the City. He is looking into loans, grant and/or a revenue bond. Once the truck was purchased, it would then be incorporated into the equipment rental program.

- Supports the addition of additional staffing at the Library.
- Support Parks Director at the Community Center.

Gloria Mendoza:

- Thanked Department Directors.
- Community and quality of life issues.
- Support Public Safety (Police and Fire).
- Support Economic Development.

Staff proposal (*)

Mike Everett:

- Appreciated and congratulated Councilmember Palacios for what he has done.
- Wants to review the Equipment Rental Fund.

Staff proposal: Equipment and/or vehicles must be purchase before they can be added to the Equipment Rental Fund and must pay into a monthly depreciation account. The department budget would then contribute funds to replace the equipment in the future.

- Review Council Procedures Manual.

Staff proposal: Revise the Council Procedures Manual to reflect the current council structure for committees and meeting dates.

- Community reader board.

Staff proposal: On September 9, 2014, the City entered into an Operating Agreement between the City and CEIS (Community Electronic Information Signage), LLC for gateway signs to be installed at the west entrance. Design has been completed. Installation is scheduled for 2016.

- Expand Legion Park by purchasing the Anderson Property.

Staff proposal: Staff attempted contact with the property owner. The property owner is currently marketing the property for commercial use. Commercial use of the property would generate additional revenue for the City rather than utilizing the property for additional park space.

- Increase numbers at the Community Center.
- Paper reduction.

Staff proposal: Laptops have been purchased. Paper copies would continue to be available for the Council and public depending on preference.

- Review staffing levels.

Staff proposal: Each year, Department Directors review staffing levels and available funding during the budget process. The general fund is stronger because of the steps we have taken and adding employees will reduce the reserve if we cannot provide new revenue to support the additional staff.

Dennis McDonald:

- Promote Grandview.

Staff proposal: Continue to establish partnerships and staff participation in programs throughout the Yakima Valley such as YCDA, YVCOG, RTP/MPO and the HOME Consortium.

- Encourage Economic Development.

Staff proposal (*)

Bill Moore:

- Good quality of life promotes economic growth.

Staff proposal (*)

- Good processes in place to promote Grandview.
- Be fiscally responsible (maintain 15% reserve in all departments).

City Administrator Arteaga requested that Council review their recommendations and staff proposals and provide any additional feedback. It was noted that Councilmember Everett had distributed his comments. Staff would continue to compile cost estimates. This item would be scheduled for a future study session for Council prioritization.

C. Fourth Street and Birch Street Improvements Change Order No. 1

City Administrator Arteaga explained that at the last meeting, Council authorized an amendment to the Community Development Block Grant contract to eliminate the steel pole street light fixtures and continue with the wooden street light poles as the contractor's bid for the project was approximately 15% above the engineer's estimate. Change Order No. 1 with Advantage Dirt Contractors, Inc., in the amount of -\$90,405 would delete the steel pole illumination system and allow the City to complete the Fourth Street and Birch Street improvement project within the existing funding.

On motion by Councilmember Palacios, second by Councilmember Moore, Council approved Change Order No. 1 with Advantage Dirt Contractors, Inc., to delete the steel pole illumination system in the amount of -\$90,405 for the Fourth Street and Birch Street Improvements.

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

Public Works Union Negotiations & Non-Union Salary/Benefit Comparison – City Administrator Arteaga reported that he had received a letter from Teamsters Local No. 760 advising that the Public Works union agreement would expire on December 31, 2016 and requesting labor contract negotiations. In addition, he was instructed by Council to complete a non-union salary/benefit comparison for consideration. He requested assistance from labor attorney Anthony Menke to complete these tasks.

On motion by Councilmember Mendoza, second by Councilmember Souders, Council authorized staff to negotiate a contract with labor attorney Anthony Menke to assist in the Public Works union negotiations and non-union salary/benefit comparison.

Councilmember Everett voted in opposition.

14

9. MAYOR & COUNCILMEMBER MEETING REPORTS

Carriage Square Neighborhood Block Watch Meeting – Councilmember Souder reported that the Carriage Square Neighborhood Block Watch meeting was held on August 31st at her residence.

YVCOG General Membership Meeting – Mayor Childress reported that the YVCOG September General Membership meeting would be held on September 16th in Union Gap. Mayor Childress, Councilmembers Everett, Moore and Souders, City Administrator Arteaga and Assistant Public Works Director Trevino indicated they would be attending.

10. EXECUTIVE SESSION – None

11. ADJOURNMENT

The regular meeting adjourned at 8:10 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE

City Council Procedures Manual – Laptop Usage Policy

AGENDA NO.:

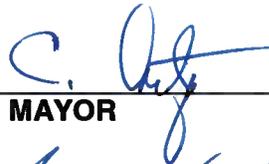
AGENDA DATE: September 22, 2015

DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

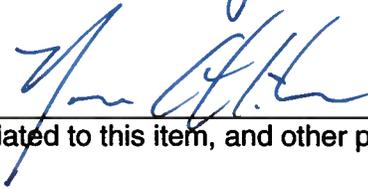
DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director



CITY ADMINISTRATOR

MAYOR



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

At the September 8, 2015 study session, the Mayor and Council were issued City-owned laptops and provided initial training.

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

The attached City Council Procedures Manual Laptop Usage Policy is presented for Council review and consideration.

ACTION PROPOSED

For review and discussion purposes only.

**CITY COUNCIL
PROCEDURES MANUAL**

SECTION __. LAPTOP USAGE POLICY:

___.1 Purpose: The City of Grandview recognizes that the use of digital communications has become necessary to conduct official business. This policy strives to ensure that the Mayor and Council Members are able to be issued a device which will enable them to utilize digital communications in a manner consistent with their role as an elected official and applicable law.

___.2 Ownership:

(a) One laptop computer and accessory package will be issued to the Mayor and each member of Council. Laptops issued under this policy will remain the property of the City of Grandview. The Mayor and members of Council will have no ownership, interest or right to title of the laptop.

(b) Each recipient issued a laptop is responsible for the security and care of that laptop, regardless of where the laptop is used.

(c) All laptops will be covered by a hardware warranty and supplemental support plan through the manufacturer or a third party.

(d) Upon vacating elected or appointed seat, each laptop recipient will ensure that their laptop is returned to the City Clerk. The City Council shall have the discretion to declare the laptop surplus and authorize its disposal or to direct the City Clerk to reimage the laptop and reissue the laptop to the next holder of that seat.

___.3 License Agreements: The City of Grandview is the sole licensee of the software included with the laptop. Any copying, modification, merging or distribution of the software by the recipient, including written documentation, is prohibited. The recipient is responsible for complying with any and all hardware, software and service provider licensing agreements, terms of use, and applicable state and federal copyright and other intellectual property protections. Violation of any such licenses, terms or laws shall constitute a violation of this policy.

___.4 Liability:

(a) Recipients are responsible for all material sent by and/or stored on the laptop issued to them which they will knowingly and intentionally send or store/install. Recipients accept responsibility for keeping their laptop free from all inappropriate or dangerous files.

(b) The City of Grandview is not liable for any inappropriate material sent by and/or stored on laptops issued under this policy outside of the scope of use expected by a City official.

___5 Email Usage:

(a) The recipient of a device under this policy agrees to conduct all email communications which are stored on this device through their assigned City of Grandview email account. All emails sent through the City's email system are archived and retained by the City in a manner consistent with the City's record retention policies.

(b) Syncing personal email accounts to the issued device, other than the recipient's assigned City email account, is prohibited.

___6 Acceptable Use:

(a) The City of Grandview only authorizes use of its laptops in a manner that supports the recipient's role as an elected official of the City.

(b) The device may only be used for limited personal use that does not interfere with the ability of the device to be used for official intended purposes.

(c) Use of the laptop for any political use including, but not limited to campaigning, is expressly forbidden.

___7 Privacy: All communications made via devices covered under this policy are subject to disclosure under the Public Records Act, Ch. 42.56 RCW, or for litigation purposes unless a privilege or exemption exists that justify withholding the records.

___8 Installation of applications:

(a) The installation of applications is limited to applications that are consistent with the terms listed in this policy.

(b) Applications will only be licensed and installed by the City's contracted IT support personnel.

(c) Modification of the laptop's operating systems to allow installation of applications not approved by the manufacturer is prohibited.

___9 Care of the Device: Recipients are responsible for the general care of the device issued under this policy. The laptop must remain free of any writing, drawing, stickers, or labels that are not property of the City. Only a clean microfiber cloth, like what is used to clean eyewear, should be used when cleaning the screen.

___10 Loss and Damage:

(a) Recipients of laptops under this policy are encouraged to keep the device safe and in good working order. If a user demonstrates extreme negligence with a device, or loses a replacement device within 18 months of being issued a replacement, then he or she shall be financially responsible for the cost of the replacement.

(b) Loss of or damage to a City of Grandview laptop and/or accessory must be reported immediately to City staff.

(c) Recipients must not modify, upgrade, or attempt to repair laptops and/or accessories issued under this policy without the express permission of the City of Grandview's contracted IT support personnel. All repairs must be made through the provided protection plan. Repairs not covered by the supplied protection plan which are determined to be caused by negligence, shall be covered by the recipient.

GRANDVIEW CITY COUNCIL

Off-site Equipment Receipt

I, _____, agree and understand that I have received the below listed equipment in good working order.

I acknowledge having received, read and understand the Grandview City Council Laptop Use Policy.

I agree that this equipment will be used solely for the conduct of City business, and in accordance with any and all Grandview City Council policies, and applicable laws.

I will return the equipment in good working order, with allowance for normal wear and tear.

I understand that I must provide an inventory of all City of Grandview provided equipment used off-site annually, and sign other equipment receipt for same.

Manufacturer	Model	Serial Number	Remarks

City Council Member Name (Please print)

City Council Member Signature

Date

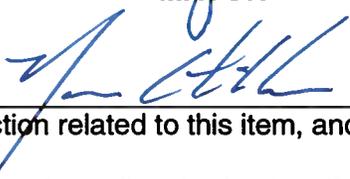
**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE	AGENDA NO.: Active 6 (B)
Resolution No. 2015-38 approving Task Order No. 2015-04 with Huibregtse, Louman Associates, Inc., for City Museum Final Design	AGENDA DATE: September 22, 2015
VISION:	FUNDING CERTIFICATION (City Treasurer) (If applicable)
MISSION:	

DEPARTMENT DIRECTOR REVIEW

Mike Carpenter, Parks & Recreation Director 

CITY ADMINISTRATOR **MAYOR**

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

At the September 8, 2015 City Council meeting, Council authorized staff to proceed with the bidding process for the museum building renovation project at 115 West Wine Country Road.

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

The initial step of implementing the bidding process is entering into a task order with Huibregtse, Louman Associates, Inc., for design services and preparing bid specifications for the museum project. Through a previous task order with HLA, the City has been working with sub-consultant BORArchitecture who has extension knowledge of the design needs and project budget.

ACTION PROPOSED

Approve Resolution No. 2015-38 approving Task Order No. 2015-04 with Huibregtse, Louman Associates, Inc., for City Museum Final Design.

RESOLUTION NO. 2015-38

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING TASK ORDER NO. 2015-04 WITH HUIBREGTSE, LOUMAN
ASSOCIATES, INC., FOR CITY MUSEUM FINAL DESIGN**

WHEREAS, the City of Grandview has entered into a General Services Agreement with Huibregtse, Louman Associates, Inc., (HLA) for work pursuant to task orders; and,

WHEREAS, the City would like to complete the final City Museum interior and exterior improvements design, contract documents and provide construction administration for Museum facility improvements,

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

The Mayor is hereby authorized to sign Task Order No. 2015-04 in the amount of \$16,300.00 with Huibregtse, Louman Associates, Inc., for the City Museum final design 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 September 22, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

TASK ORDER NO. 2015-04

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF GRANDVIEW
AND
HUIBREGTSE, LOUMAN ASSOCIATES, INC. (HLA)

PROJECT DESCRIPTION:

City Museum Final Design
HLA Project No. 15121E

The City of Grandview (CITY) desires to complete final City Museum interior and exterior improvements design, contract documents and provide construction administration for Museum facility improvements in the City of Grandview. Huibregtse, Louman Associates, Inc. (HLA), has sub-consulted with BORArchitecture to provide the majority of services necessary for completion of this PROJECT. These services follow preliminary design and budgeting performed under Task Order 2014-02.

SCOPE OF SERVICES:

Construction Documents, Bidding and Construction Administration Services

CONSULTANT agrees to perform the following services:

- A. Prepare final interior and exterior design plans and specifications.
- B. Provide CITY with final contract documents ready for bidding.
- C. Assist the CITY during the bid period and respond to bidder's questions.
- D. Furnish Bid Documents to prospective bidders and maintain plan holder's list.
- E. Prepare and issue addenda, as required.
- F. Conduct bid opening, check and confirm all bids and provide bid summary.
- G. Provide CITY with Recommendation of Award.
- H. Provide contractor with Notice of Award.
- I. Assist in the review of and completion of contracts between the CITY and contractor.
- J. Review contract bond and insurance (HLA).
- K. Conduct pre-construction conference.
- L. Review material submittals.
- M. Review and respond to RFI's.
- N. Monitor contractor's construction progress on a monthly basis.
- O. Review contractor requests for payment.
- P. Review labor documents (HLA).

Items to Be Furnished and Responsibility of the City

The CITY will provide or perform the following:

- A. Provide full information as to the CITY's requirements of the PROJECT.
- B. The CITY shall assist the CONSULTANT by placing at his disposal all available information pertinent to the site of the PROJECT relative to design and construction of the PROJECT.
- C. The CITY will examine all sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the CONSULTANT.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT, and approvals and consents from other individuals or bodies as may be necessary for completion of the PROJECT.

TIME OF PERFORMANCE:

Construction Documents, Bidding and Construction Administration Services

Construction Documents shall be provided to the CITY within 40 calendar days after the date of authorization to proceed.

Bidding services shall begin upon advertisement for bids and extend no more than 15 calendar days.

Construction Administration services shall begin following recommendation of award to the CITY of the lowest responsible bidder and contract award by the CITY, and extend no more than 130 working days.

FEE FOR SERVICES:

For the services furnished by the CONSULTANT as described in this Task Order, the CITY agrees to pay the CONSULTANT the fees as set forth herein. The maximum amounts listed below may be revised only by written agreement of both parties.

Construction Documents, Bidding and Construction Administration Services

All work shall be performed on a time-spent basis, in the not-to-exceed amount of \$16,300.00.

Additional Services

Any additional work requested by the CITY shall be performed on a time-spent basis in accordance with Exhibit A - Schedule of Hourly Rates attached to the General Services Agreement, plus reimbursement for direct non-salary expenses, reproduction expenses, and travel costs.

Proposed: Jeffrey T. Louman 9/16/15
Huibregtse, Louman Associates, Inc. Date
Jeffrey T. Louman, President

Approved: _____ Date _____
City of Grandview
Norm Childress, Mayor

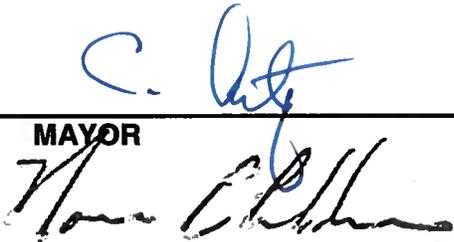
24

**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE Resolution No. 2015-39 authorizing the Mayor to sign the State of Washington Transportation Improvement Board Grant Agreement for the LED Streetlight Conversion Project	AGENDA NO. Active 6 (C) AGENDA DATE: September 22, 2015
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 
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ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history)

 At the Council retreat held on July 28, 2015, staff was asked to research the possibility of converting the high pressure sodium street lights to LED's in order to improve the street lights with a more efficient light fixture.

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.

Staff submitted a proposal to the Washington State Transportation Improvement Board (TIB) and the City has been selected for the Relight Washington Program in the amount of \$22,860. The program aims to reduce streetlight operating costs while saving energy and renewing dated infrastructure. The City will benefit from lower rates after installation. The project will convert existing street lights to energy efficient LED street lights.

In order to receive reimbursement for streetlight conversation, the City will need to enter into a Grant Agreement with TIB, copy attached. The grant award will fund conversion of the street lights in the area of Higgins Way and West Wine Country Road (WCR) from Higgins Way to Stover Road. The grant is a 100% with no match requirement.

ACTION PROPOSED

 Approve Resolution No. 2015-39 authorizing the Mayor to sign the State of Washington Transportation Improvement Board Grant Agreement for the LED Streetlight Conversion Project.



Washington State Transportation Improvement Board



TIB Members

Councilmember Bob Olson, Chair
City of Kennewick

Commissioner Richard Stevens, Vice Chair
Grant County

Jim Albert
Office of Financial Management

Pasco Bakotich, P.E.
WSDOT

Wendy Clark-Getzin, P.E.
Clallam Transit

Gary Ekstedt, P.E.
Yakima County

Mayor James Irish
City of La Center

John Klekotka, P.E.
Port of Everett

Commissioner Robert Koch
Franklin County

Colleen Kuhn
Human Services Council

Mayor Patty Lent
City of Bremerton

Mick Matheson, P.E.
City of Sultan

E. Susan Meyer
Spokane Transit Authority

Laura Philpot, P.E.
City of Sammamish

David Ramsay
Feet First

Amy Scarton
WSDOT

Heidi Stamm
HS Public Affairs

John Vodopich
City of Bonney Lake

Jay Weber
County Road Administration Board

Clay White
Snohomish County

August 10, 2015

Mr. Cus Arteaga
City Administrator
City of Grandview
207 West 2nd Street
Grandview, WA 98930-1398

Dear Mr. Arteaga:

Congratulations! We have received and reviewed your proposal. We are pleased to announce the selection of your city for the Relight Washington Program. The program aims to reduce your streetlight operating costs while saving energy and renewing dated infrastructure. The city will benefit from lower rates after installation. The project will convert existing street lights to energy efficient LED street lights.

In order to receive reimbursement for streetlight conversion, you must:
Sign and return both copies of the Grant Distribution Agreement to TIB. TIB will return one executed agreement for your files.

How does city receive reimbursement?
The city will send in the final invoices along with an accounting history form that will be provided by your TIB engineer. When the project is close to complete, contact your TIB engineer.

If you have questions, please contact Christa Draggie, TIB Project Engineer, at (360) 586-1147 or email ChristaD@tib.wa.gov.

Sincerely,

Stevan Gorcester
Executive Director

Enclosure

Stevan E. Gorcester
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

26

RESOLUTION NO. 2015-39

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD GRANT AGREEMENT
FOR THE LED STREETLIGHT CONVERSION PROJECT**

WHEREAS, the City of Grandview has been selected by the State of Washington Transportation Improvement Board Washington to receive TIB funds in the amount of \$22,860 for the LED Streetlight Conversion Project on Higgins Way and West Wine Country Road from Higgins Way to Stover Road,

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

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

The Mayor is hereby authorized to sign the State of Washington Transportation Improvement Board Grant Agreement between the City and the Washington State Transportation Improvement Board in the form as is attached hereto and incorporated herein by reference for the LED Streetlight Conversion Project.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on September 22, 2015.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



City of Grandview
S-E-183(001)-1
LED Streetlight Conversion Project

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

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

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

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

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

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of [Twenty Two Thousand Eight Hundred Sixty] AND NO/100 dollars (\$ 22,860) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

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

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 6.

28



4. PROJECT DOCUMENTATION

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

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

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

5. BILLING AND PAYMENT

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

6. RECORDS MAINTENANCE

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

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

7. INCREASE OR DECREASE IN TIB GRANT FUNDS

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

8. TERM OF AGREEMENT

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

9. DEFAULT AND TERMINATION



9.1 NON-COMPLIANCE

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

9.2 DEFAULT

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

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

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

9.3 TERMINATION

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

9.4 TERMINATION OR SUSPENSION FOR NECESSITY

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



10. DISPUTE RESOLUTION

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

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

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

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

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

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

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

13. ASSIGNMENT



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

14. AMENDMENTS

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

15. INDEPENDENT CAPACITY

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

16. ENTIRE AGREEMENT

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

RECIPIENT

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name

Approved as to Form

By: SIGNATURE ON FILE

ANN E. SALAY
Senior Assistant Attorney General

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

32