

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, SEPTEMBER 25, 2018**



REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
- 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 September 10, 2018 Council special meeting 1-34
 - B. Minutes of the September 11, 2018 Committee-of-the-Whole meeting 35-38
 - C. Minutes of the September 11, 2018 Council meeting 39-40
 - D. Payroll Check Nos. 10534-10549 in the amount of \$80,700.79
 - E. Payroll Electronic Fund Transfers (EFT) Nos. 59976-59980 in the amount of \$78,398.53
 - F. Payroll Direct Deposit 9/1/18 – 9/15/18 in the amount of \$102,842.98
 - G. Claim Check Nos. 116034-116137 in the amount of \$250,003.15
- 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. Ordinance No. 2018-13 amending the 2018 Annual Budget 41-44
 - B. Resolution No. 2018-39 authorizing the Mayor to sign a Professional Services Agreement between the City of Grandview and NaviRetail, LLC., for retail recruitment services 45-49
 - C. Resolution No. 2018-40 authorizing the Mayor to sign the Lease Agreement renewal with Baker Commodities, Inc. 50-57
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. ADJOURNMENT**

**GRANDVIEW CITY COUNCIL
SPECIAL MEETING MINUTES
SEPTEMBER 10, 2018**

1. CALL TO ORDER

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

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

Absent were: Councilmembers Dennis McDonald and Javier Rodriguez.

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

2. RETAIL RECRUITMENT PRESENTATION BY NAVIRETAIL

Casey Kidd, CEO with NaviRetail, LLC., provided a retail recruitment presentation, a copy of which is attached hereto and incorporated herein as part of these minutes. The cost for a 12-month contract with NaviRetail was \$36,975.

Discussion took place.

Following discussion, Council consensus was to direct staff to present a contract for services with NaviRetail, LLC., for consideration at the September 11th C.O.W. meeting.

3. ADJOURNMENT

The special meeting adjourned at 7:35 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

NaviRetail

Navigating Communities To Retail









We help cities
recruit retail.

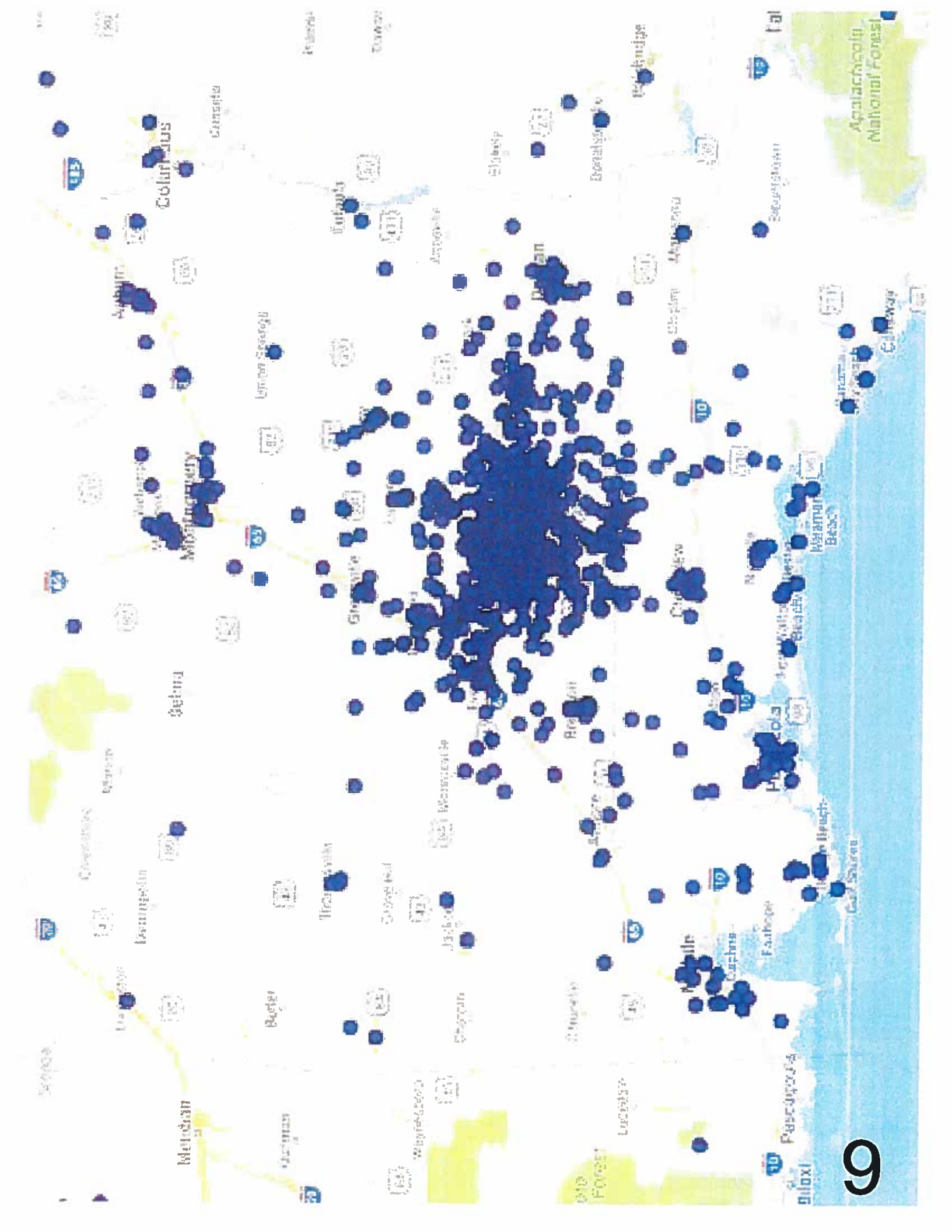


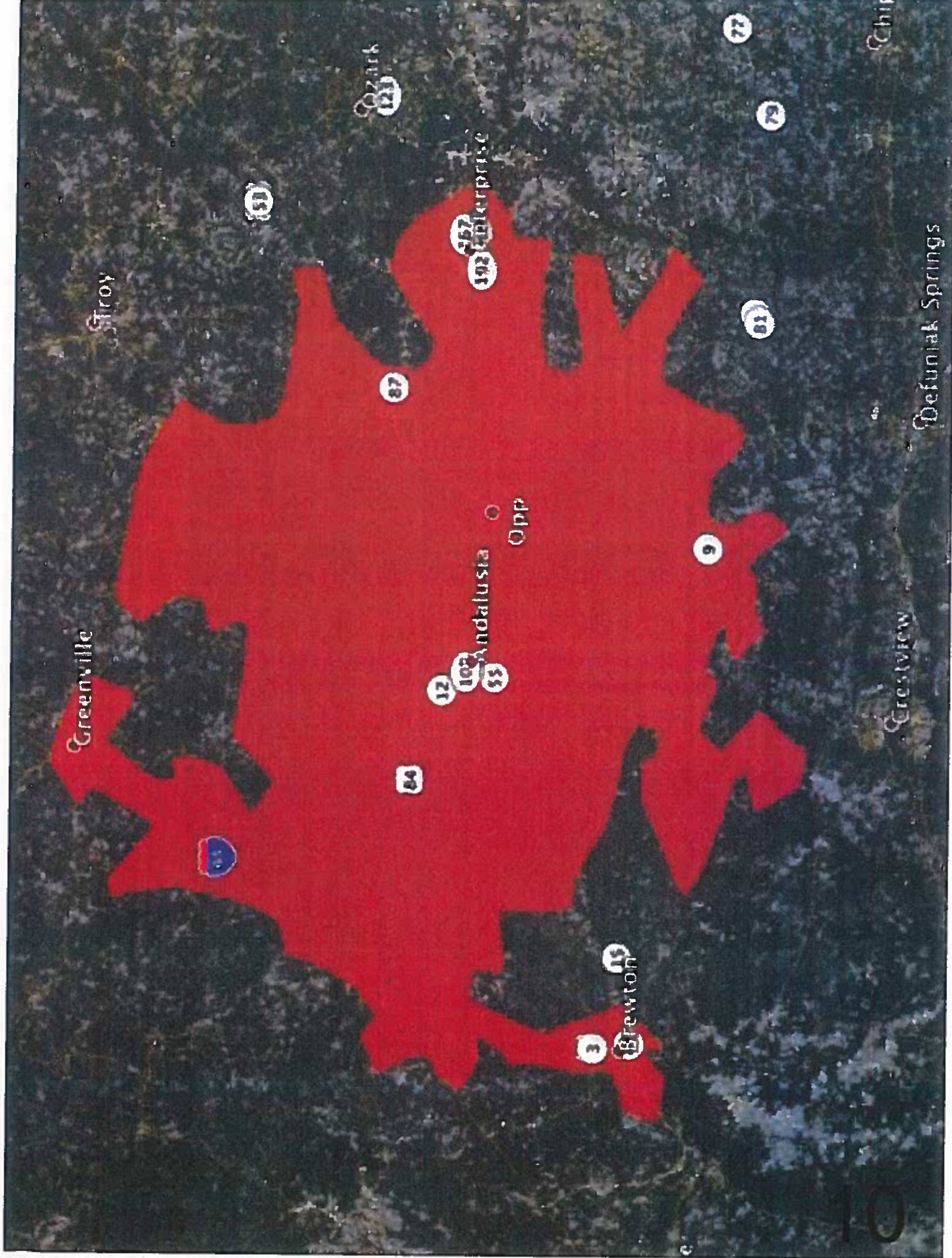
Cell Phone Data

NaviRetail



Credit Card Data

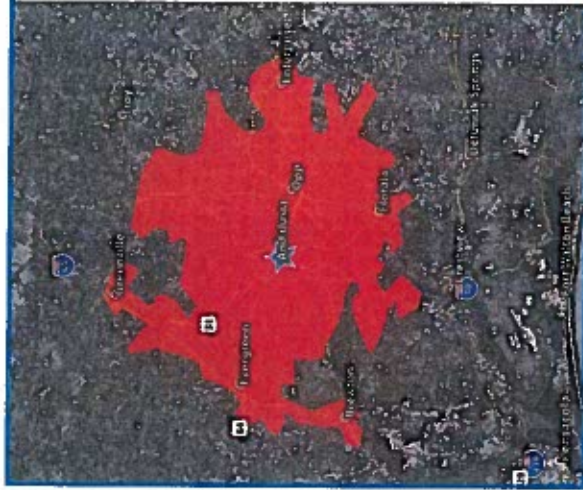






NEW RETAIL OPPORTUNITY

Andalusia, Alabama – home of your next store.



We Have Sites Available

Andalusia, Alabama Retail Trade Area

For Site Information, Contact
Andy Wiggins, Director of Planning & Development

 andy.wiggins@cityofandalusia.com



www.cityofandalusia.com



(334) 222-3312 ext 1124
or (334) 818-0556

City of Andalusia
505 E Three Notch Street
Andalusia, Alabama 36420



All facts and figures represented here are current as of 5/17 and taken specifically from the Andalusia, Alabama Retail Trade Area Report. Data provided by Nardiata, LLC.

- **10,397** adults purchased merchandise at a **T.J.Maxx** in the last 3 months
- Nearly **\$700** per adult spent on **clothing & accessories** in 2016
- **\$42,325,069** in **total leakage** for **clothing stores** in Andalusia

T.J.maxx®



145,869 Total population



59,426 Total households



\$50,973 Average hh income



Andalusia employs **7,100+** people



Over **16k** vehicles per day



Average of **\$41k** in disposable income

RETAIL OPPORTUNITY

City of Oneonta, Alabama



Ed Lowe
City Manager

o. (205) 274-2150

c. (205) 237-4169

elowe@otelco.net

www.cityofoneonta.us



- **60,143** adults dined at a fast food restaurant within the last 6 months
- On average, families spend **\$2,700** on food away from home each year
- **\$79,163,554** in total opportunity for restaurants in Oneonta, Alabama



84,481 TOTAL POPULATION



ONEONTA EMPLOYS 5,100+



31,960 TOTAL HOUSEHOLDS



OVER 16K VEHICLES PER DAY

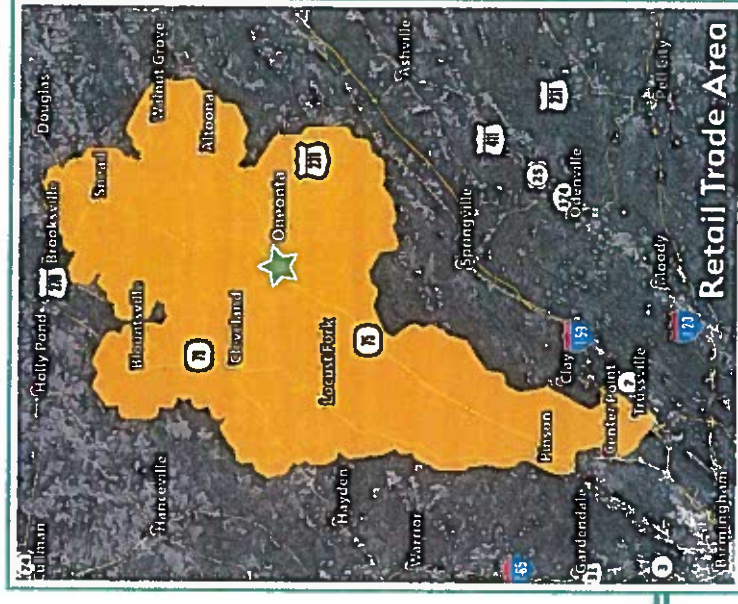


\$64,318 AVERAGE HH INCOME



\$51K IN DISPOSABLE INCOME

VISIT US | 202 3rd Avenue East, Oneonta, Alabama 35121



ONEONTA
Small City. Big Ideas

RETAIL SITES AVAILABLE

12

All facts and figures represented here are current as of 9/17 and taken specifically from the Oneonta, Alabama Retail Trade Area (above right).

Albertville, Alabama

Retail Trade Area



All facts and figures represented here are current as of 5/17 and taken specifically from the Albertville, Alabama Retail Trade Area (above).



114,328 Total Population



42,882 Total Households



\$52,802 Avg. HH. Income

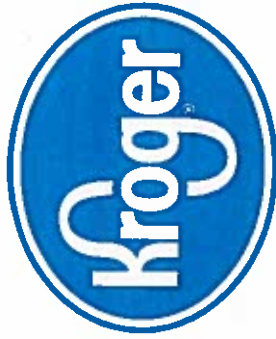
Sites Available

City of Albertville
116 West Main Street
Albertville, Alabama 35950

For Site Information, Contact
Mike Price, Economic Development Director

(256) 279-0622 or (256) 506-5034

mprice@cityofalbertville.com



**GROCERY
OPPORTUNITY**

- **\$159,889,256** spent on food at home in the last 12 months
- Over **7% more beef** purchased than the average American in **2016**
- **\$96,857,559** in **unmet demand** for Kroger in Albertville

A fit for your next store.



Albertville employs **13,300+** people



Over **34k** vehicles per day



Average of **\$43k** in disposable income

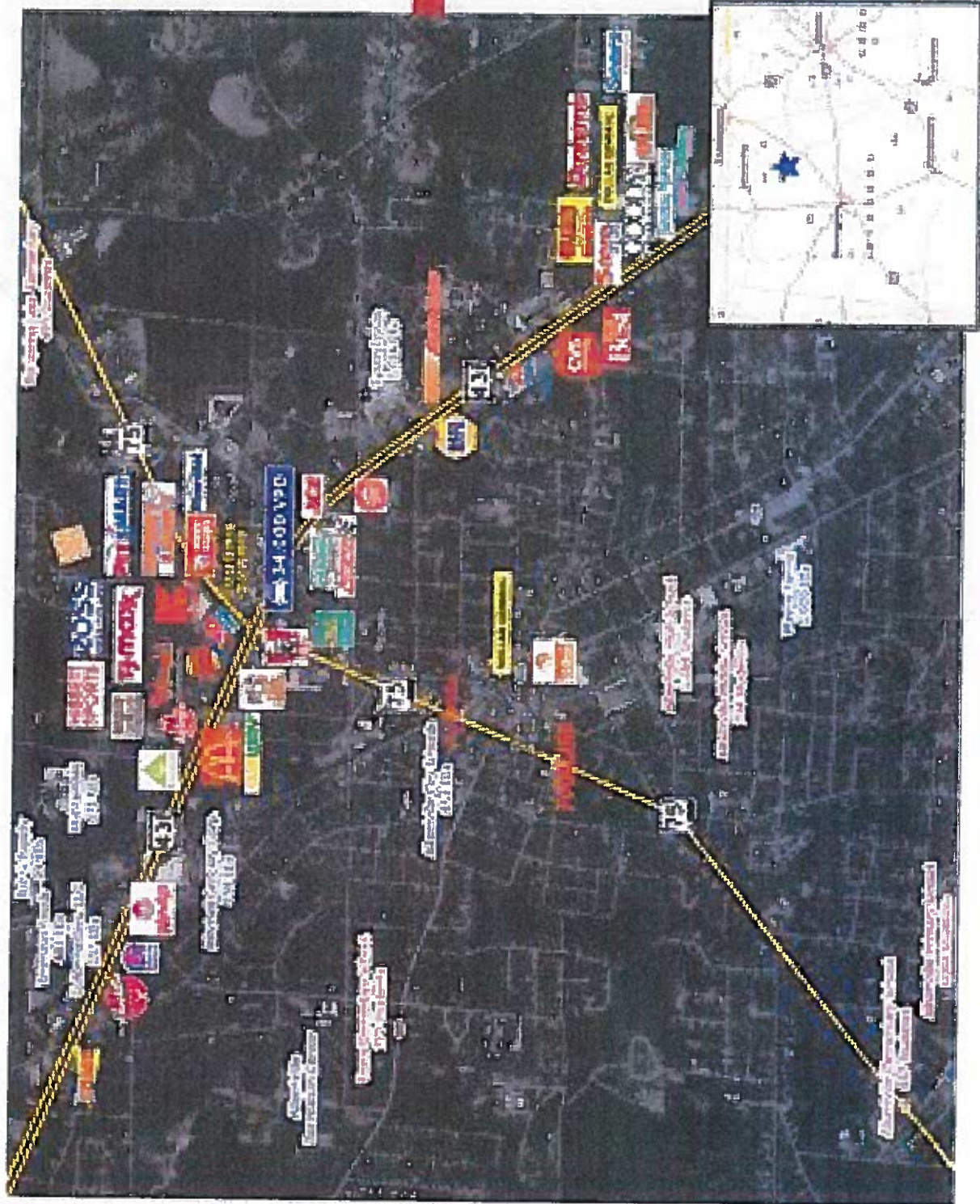


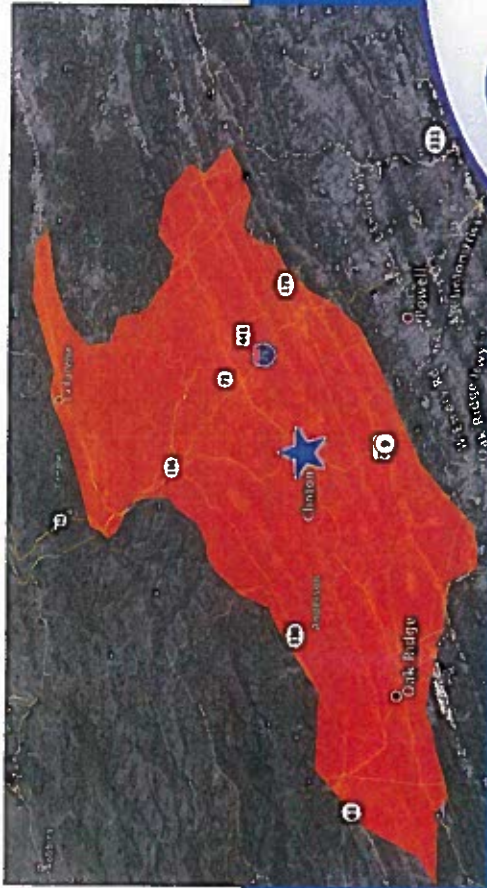


For Site Information, Contact
Mike Price, Economic Development Director
(256) 379-0622 or (256) 506-5034
mprice@cityofalbertville.com

Albertville, Alabama Existing Retailers

Growth





Clinton, Tennessee Retail Trade Area

 We Have Sites Available



For Site Information, Contact
Janet Hawkins, Executive Vice President

Anderson County Chamber
245 North Main Street, Suite 200
Clinton, Tennessee 37716

 (865) 457-2559
 janet@andersoncountychamber.org

Clinton, by the numbers...
 **113,781** – Total Population
 **43,979** – Total Households

 **\$104,277,245** in Total Restaurant
Potential for Darden Restaurants!

67,149 (74%) adults have dined
at a steakhouse in last 6 months.

 **Traffic Counts**
50,856 Vehicles Per Day

15 **Population Growth in 5 Years**
1,252

25,048 (28%) adults dine out
4+ times per month.

14,525 (16%) adults dined at an
Olive Garden in last 6 months.

All facts and figures above are current as of 3/17 and taken specifically from the Clinton, Tennessee Retail Trade Area (pictured top left).



Site Specific Research





Recruitment Strategy & Workshop



Led By An Actual Retailer



Complete Recruitment Strategy



Retail Action Plan



ICSC

Representation







16+ Trade Shows Per Year



Heartland States Idea Exchange
Arkansas Real Estate Program
West Florida Idea Exchange
Gulf South Idea Exchange
Carolinas Conference & Deal Making
Retail Live Orlando
RECon Las Vegas
New England Conference & Deal Making
Tennessee/Kentucky Idea Exchange
Florida Conference & Deal Making
PA/NJ/DE Conference & Deal Making
Western Conference & Deal Making
Chicago Deal Making
Southeast Conference & Deal Making
Texas Conference & Deal Making
New York Deal Making



500+ Contacts in Las Vegas



Success Story: \$7M in Restaurant Leakage Captured



\$192,500 in
Tax Revenue



HOME E-EDITION NEWS OPINIONS SPORTS OBITUARIES CLASSIFIEDS ADVERTISE

Tractor Supply coming to Grenada

By Editor | December 15, 2017



12 Months:
\$36,975



No Obligation For Renewal



Questions?

NavirRetail

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
SEPTEMBER 11, 2018**

1. CALL TO ORDER

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

2. ROLL CALL

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

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

3. PUBLIC COMMENT – None

4. NEW BUSINESS

On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. amended the agenda to include a resolution authorizing the Mayor to sign a Professional Services Agreement between the City of Grandview and NaviRetail, LLC., for retail recruitment services for consideration under New Business 4 (D).

A. SVID Drain and City Storm Water – West Fifth Street Area – Department of Ecology's Stormwater Financial Assistance Program Application

Present on behalf of HLA Engineering and Land Surveying were City Engineers Stephanie Ray and Mike Battle.

City Administrator Arteaga explained that the City has numerous stormwater drains connected to SVID's outdated underground drainage irrigation district (DID) systems within the Larson, Butternut and West Fifth Street area. The stormwater collects at the Butternut and West Fifth Street intersection then flows south on Butternut. The drain line through the Larson area was undersized and would surcharge during a rainstorm causing problems to property owners. SVID requested that all City connections be removed and/or for the City to take ownership of the DID system. The City was pursuing alternate options to manage the stormwater within this area. HLA prepared exhibits and cost estimates for the construction of several low impact design disposal systems to manage the stormwater. On April 17, 2018, the City and HLA met with SVID to review the concept level documents, and SVID supports the current direction proposed by the City. The City authorized HLA to complete an application to the Department of Ecology's (DOE) Stormwater Financial Assistance Program for design of the identified improvements. Applications were available mid-August and due mid-October. Prior to the application due date, HLA would present to City Council to seek authorization to submit the application.

City Engineer Ray explained that the City intends to apply for design funding through the DOE's Water Quality Combined Funding Program for stormwater improvements. This program was offered to eligible cities who demonstrated a water quality need. The funding type from the

SFAP program was determined by the DOE and could be grant, loan, or a combination of grant and loan. The funding type was determined after projects were prioritized and state budget information was available. If the project was successful, and loan funding was the only funding type available, the City would have the ability to not accept the loan. The match requirement was typically 25%; however the City qualified for hardship and the match requirement was reduced to 15%. Applications would be submitted electronically to the DOE and due October 15, 2018. Announcements to successful applicants was anticipated to be made in January 2019. After the draft list was available, DOE would notify recipients, and send contracts.

She outlined the project improvement as follows:

Phase 1 – Larson Street Stormwater Improvements

City Staff and SVID identified the need for a stormwater collection and disposal facility to capture stormwater generated on Larson Street. Stormwater currently enters SVID's DID system and ultimately discharges into the Yakima River. The storm drainage improvements would manage and dispose of stormwater by constructing a new subsurface infiltration facility.

Phase 2 - West Fifth Street Stormwater Improvements

City Staff and SVID identified the need for a stormwater collection and disposal facility to capture stormwater generated on West Fifth Street between Cherry Lane and Appleway Road. Stormwater currently enters the City's collection system which connects to SVID's DID system, and ultimately discharges into the Yakima River. The storm drainage improvements would install a collection and infiltration system to manage stormwater.

Phase 3 – Butternut Road Stormwater Improvements

City Staff and SVID identified the need for a stormwater collection and disposal facility to capture stormwater generated on Butternut Road between West Fifth Street and Pecan Road. Stormwater currently enters SVID's DID system and discharges into the Yakima River. The storm drainage improvements would install a collection and swale system to manage stormwater.

The total cost for Phases 1-3 was anticipated at \$950,000. The City's responsibility, if awarded grant funding would be approximately \$142,500.00. Design engineering and construction were recommended by DOE to be submitted separately over two funding cycles. Design engineering would start when DOE contracts were executed summer of 2019. A construction funding application would follow design engineering and would be submitted fall of 2019.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved the preparation and submittal of the Department of Ecology's Stormwater Financial Assistance Program application for consideration at the September 11, 2018 regular Council meeting.

B. Ordinance amending the 2018 Annual Budget

City Treasurer Corday explained that staff monitoring and review of fund and department budgets identified a budget account to be amended. By Fund, the highlights of the budget changes were as follows:

- **Transportation Benefit District Fund:** Increased revenues for contributions from School District. Increased appropriations for Safe Routes to School project. Net effect was a decrease to estimated ending fund balance.

Discussion took place.

On motion by Councilmember Mendoza, second by Councilmember McDonald, the C.O.W. moved an ordinance amending the 2018 Annual Budget for consideration at the September 25, 2018 regular Council meeting.

C. Resolution authorizing the Mayor to sign the Lease Agreement renewal with Baker Commodities, Inc.

City Administrator Arteaga explained that on July 25, 1977, the City of Grandview and Recycling Services, Inc., entered into a twenty (20) year lease agreement. On May 21, 1985, Recycling Services, Inc., assigned said lease to Baker Commodities, Inc. On September 8, 1998, the lease was extended for an additional twenty (20) year term. The lease with Baker Commodities, Inc., expires at the end of September 2018. Baker Commodities wished to extend the lease for an additional twenty (20) year term to September 30, 2038. The lease agreement renewal with Baker Commodities was reviewed by the City Attorney and Baker Commodities.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign the Lease Agreement renewal with Baker Commodities, Inc., for consideration at the September 25, 2018 regular Council meeting.

D. Resolution authorizing the Mayor to sign a Professional Services Agreement between the City of Grandview and NaviRetail, LLC., for retail recruitment services

City Administrator Arteaga explained that at the September 10, 2018 special Council meeting, a presentation was made by Casey Kidd with NaviRetail, LLC., regarding retail recruitment. Following the presentation and discussion, Council consensus directed staff to present a contract for services with NaviRetail, LLC., for consideration at the September 11, 2018 C.O.W. meeting.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Mendoza, the C.O.W. moved a resolution authorizing the Mayor to sign a Professional Services Agreement between the City of Grandview and NaviRetail, LLC., for retail recruitment services and directed staff to prepare a budget amendment for consideration at the September 25, 2018 regular Council meeting.

7. OTHER BUSINESS

Glade Creek Fire Letter of Appreciation – Mayor Childress read a letter of appreciation from Incident Commander Andrew Stenbeck expressing his appreciation for the use of the Country Park Event Center as an Incident Command Post/Fire Camp for the Glade Creek Fire.

8. ADJOURNMENT

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

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
SEPTEMBER 11, 2018**

1. CALL TO ORDER

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

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

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

2. PLEDGE OF ALLEGIANCE

Mayor Childress led the pledge of allegiance. A moment of silence was observed in remembrance of the 17-year anniversary of the 9/11 attacks.

3. PRESENTATIONS

A. Narcan Policy – Police Chief Fuller provided a brief explanation of the Grandview Police Department's policy on the administration of Nasal Naloxone/Narcan spray to counteract the effects of a heroin or other opioid overdose.

B. Lost Unlicensed Dogs – Police Chief Fuller provided a brief explanation regarding lost unlicensed dogs picked up by animal control. He explained that a photo of the dog would be taken and posted on the City's Facebook page with the following verbage:

LOST DOG!

The Grandview Animal Control Officer has a lost dog without a license and no way to find the owner! If you recognize the pictured dog or know where it lives, please call the Yakima Humane Society (YHS) Mon-Fri 12:00-6:00 pm at (509)457-6854. The City contracts with YHS for all animal control services. Any unlicensed dogs picked up but not recovered by the owner within three days are turned over to YHS to adopt out. Yearly dog licenses are available at Grandview City Hall. If you love your pet, license them and put a tag on their collar!

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

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

- A. Minutes of the August 27, 2018 Council special meeting
- B. Minutes of the August 28, 2018 Committee-of-the-Whole special meeting
- C. Minutes of the August 28 2018 Council meeting
- D. Payroll Check Nos. 10491-10533 in the amount of \$32,904.90
- E. Payroll Electronic Fund Transfers (EFT) Nos. 59968-59973 in the amount of \$91,197.35

- F. Payroll Direct Deposit 8/16/18 – 8/31/18 in the amount of \$108,935.27
- G. Claim Check Nos. 115953-116033 in the amount of \$118,318.09

6. **ACTIVE AGENDA**

- A. **Resolution No. 2018-38 declaring certain City property from the Police Department and Parks & Recreation Department as surplus and authorizing disposal by public auction, sale or trade**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Resolution No. 2018-38 declaring certain City property from the Police Department and Parks & Recreation Department as surplus and authorizing disposal by public auction, sale or trade.

- B. **SVID Drain and City Stormwater – West Fifth Street Area – Department of Ecology's Stormwater Financial Assistance Program Application**

On motion by Councilmember Everett, second by Councilmember Souders, Council authorized staff to prepare and submit an application to the Department of Ecology's Stormwater Financial Assistance Program for City stormwater improvements in the West Fifth Street area.

Councilmember Brewer voted in opposition.

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

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

Ambulance Service Report – City Administrator Arteaga reported that he would be presenting the ambulance service report at the first C.O.W. meeting in October.

2019 Preliminary Budget Preparation Schedule – The 2019 preliminary budget preparation schedule with meeting dates was distributed to Council.

9. **MAYOR & COUNCILMEMBER REPORTS**

YVCOG General Membership Meeting – Mayor Childress reported that the YVCOG General Membership Meeting was scheduled for September 19, 2018 in Zillah.

Carriage Square Neighborhood Block Watch Party – Councilmember Souders reported that the Carriage Square Neighborhood hosted a block watch party on August 29, 2018. She commended Fire Chief Pat Mason and Police Chief Kal Fuller on their presentations.

10. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the regular meeting at 8:00 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

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

ITEM TITLE

AGENDA NO.: Active 6 (A)

Ordinance No. 2018-13 amending the 2018 Annual Budget

AGENDA DATE: September 25, 2018

DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

City Treasurer

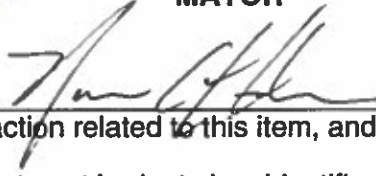
DEPARTMENT DIRECTOR REVIEW

Matthew Cordray, City Treasurer



CITY ADMINISTRATOR

MAYOR



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

Staff monitoring and review of fund and department budgets has identified a budget account to be amended.

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.

By Fund the highlights of the budget changes are:

CURRENT EXPENSE FUND: Increase appropriations for retail recruitment from outside agency. Net effect is a decrease to estimated ending fund balance.

TRANSPORTATION BENEFIT DISTRICT FUND: Increase revenues for Contributions from School District. Increase appropriations for Safe Routes to School project. Net effect is a decrease to estimated ending fund balance.

ACTION PROPOSED

Adoption of Ordinance No. 2018-13 amending the 2018 Annual Budget.

Ordinance No. 2018-13

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
001 000 000 308 80 00 00	Current Expense Fund Beginning Fund Balance	1,417,850		1,417,850	
	Revenues/Sources	5,864,435		5,864,435	
	Current Exp. Fund Total	7,282,285	-	7,282,285	
☐ 001 062 000 558 70 41 05	NaviiRetail - Retail Recruitment		37,000		Retail recruitment by outside agency
	Expenditures/Uses	6,601,770		6,638,770	
☐ 001 099 000 508 80 00 00	Ending Fund Balance	680,515	(37,000)	643,515	
	Current Exp. Fund Total	7,282,285	-	7,282,285	
☐ 115 000 000 308 10 00 00	TBD Fund Beginning Fund Balance	261,870		261,870	
☐ 115 000 000 367 11 01 00	Contribution - School District		15,000		School districts pledge towards project
	Revenues/Sources	166,000		181,000	
	TBD Fund Total	427,870	15,000	442,870	
☐ 115 000 070 595 61 63 01	Safe Routes to School - Elm & Fir		30,000		Construction bid higher than engineer's estimate
	Expenditures/Uses	180,840		210,840	
☐ 115 000 099 508 10 00 00	Ending Fund Balance	247,030	(15,000)	232,030	
	TBD Fund Total	427,870	15,000	442,870	

ORDINANCE NO. 2018-13

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

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

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

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

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

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

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

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

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on September 25, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 9/26/18
EFFECTIVE: 10/1/18

Exhibit A

Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Current Expense Fund

Original 2018 Budget	1,417,850	5,864,435	6,601,770	680,515	7,282,285
Amendment Amount			37,000	(37,000)	-
Amended Total	1,417,850	5,864,435	6,638,770	643,515	7,282,285

TBD Fund

Original 2018 Budget	261,870	166,000	180,840	247,030	427,870
Amendment Amount		15,000	30,000	(15,000)	15,000
Amended Total	261,870	181,000	210,840	232,030	442,870

RESOLUTION NO. 2018-39

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GRANDVIEW AND NAVIRETAIL, LLC.,
FOR RETAIL RECRUITMENT SERVICES**

WHEREAS, the City wishes to engage the services of NaviRetail, LLC., to assist the City in retail recruitment efforts; and,

WHEREAS, the NaviRetail, LLC., wishes to provide services for Retail Analytics, Recruitment Strategy & Workshop, and Trade Show Representation,

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

The Mayor is hereby authorized to sign a Professional Services Agreement between the City of Grandview and NaviRetail, LLC., for retail recruitment services 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 25, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

This contract ("Agreement") is entered into as of the date this Agreement is signed by both parties ("Effective Date"), between the City of Grandview, Washington ("the City"), and NaviRetail, LLC, a Tennessee limited liability company ("the Contractor") (each a "Party" and collectively "Parties"), acting through their authorized representatives.

WHEREAS, the City wishes to engage the service of the Contractor to provide the selected services described in Exhibit A ("Service Catalog"), to assist the City in their retail recruitment efforts (the "Project"), and the Contractor wishes to provide services for **Retail Analytics, Recruitment Strategy & Workshop, and Trade Show Representation**.

THEREFORE, in exchange for the mutual obligations in this Agreement, and other consideration, the Parties agree as follows:

1. Term of Agreement

1.1 This Agreement commences on the Effective Date and continues until twelve (12) months from Effective Date.

1.2 The Parties may extend the term of this Agreement by mutual agreement in a writing signed by both Parties which specifically states it is extending the term of this Agreement.

2. Services by the Contractor

2.1 The Contractor shall perform the services in connection with the Project as set forth in the Service Catalog, on the schedule set forth in the Service Catalog.

2.2 The Parties acknowledge and agree that any and all opinions provided by the Contractor in connection with the Service Catalog represent the professional judgment of the Contractor, in accordance with the professional standard of care applicable by law to the services performed hereunder.

2.3 The Contractor shall devote such time as reasonably necessary for the satisfactory performance of the services under this Agreement. Should the City require additional services not included under this Agreement, the Contractor shall make reasonable effort to provide such additional services within the time schedule without decreasing the effectiveness of the performance of services required under this Agreement and shall be compensated for such additional services as agreed between the Parties, subject to the requirements of Paragraph 3.3.

2.4 The Contractor shall furnish the facilities, equipment and personnel necessary to perform its obligations under this Agreement.

2.5 **Non-Exclusive.** Except for the obligations and restrictions expressly contained in this Agreement, nothing contained herein shall prohibit Contractor from rendering services to any other entities during the term of this agreement.

3. Compensation to the Contractor

3.1 The City shall compensate the Contractor in accordance with the payment amounts set forth in the Service Catalog, for a total amount of **\$36,975**. The City shall issue payment to the Contractor in the form of a paper check to be sent via FedEx 2Day or UPS 2nd Day Air within one calendar week of the Effective Date.

3.2 The Contractor shall be entitled to no additional compensation under this Agreement unless the Parties agree to additional compensation in a writing signed by both Parties which specifically states it is altering the compensation due under this Agreement.

4. Termination

4.1 This Agreement may be terminated, without cause, by either Party upon thirty (30) days written notice from Effective Date. In the event of termination, the City shall be entitled to a refund from Contractor for services not provided and earned under this Agreement. A claim for compensation by the Contractor must be substantiated by documentation showing the amount and nature of work performed under this Agreement. In the event the parties are unable to agree on the sum to be reimbursed to the City, the parties agree to engage in arbitration, to be conducted in Yakima County.

5. General Obligations and Agreements

5.1 Amendments. Modifications or amendments to this Agreement are only effective if done in a writing signed by all Parties, which writing specifically states it is modifying or amending this Agreement.

5.2 Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Washington. Jurisdiction and venue for any disputes arising from this Agreement shall be vested in the Superior Courts of Washington in and for Yakima County.

5.3 The Parties acknowledge that the City of Grandview is a public agency and subject to Washington's Public Records Act, Ch. 42.56 RCW.

5.4 Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

5.5 Entirety of Agreement. This Agreement and its attachments, if any, represent the entire and integrated Agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

5.6 Ethics. The Contractor shall keep informed of and comply with all ethical standards governing the Contractor's profession.

5.7 Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. This provision shall become effective only if the party failing to perform notifies the other party within 48 hours of the extent and nature of the problem and takes reasonable steps to minimize any delays in performance of its obligations. In the event either party invokes this section of the Agreement, the City shall be entitled to reimbursement under the procedures outlined in Section 4 of this Agreement.

5.8 Indemnification. The Contractor shall indemnify, defend and hold harmless the City and its agents, employees, successors and assigns from all claims, lawsuits, and liabilities arising out of the Contractor's performance (or failure to perform) under this Agreement.

5.9 Independent Contractor. The Contractor is an independent contractor, and not an employee of the City, under this Agreement. The Contractor is not authorized to incur any obligation on behalf of the City.

5.10 Ownership of Work Product. All work product, including but not limited to all documents, reports, records, materials and data resulting from performance of this Agreement and produced for the City's exclusive use shall become the sole and exclusive property of the City upon completion of this Agreement. The City agrees that it shall not alter, transform or make derivative works of the product for the distribution or sale to third-parties. Any materials bearing the name or mark of any specific retailer, developer or other entity and not otherwise designated as being produced for the exclusive use of the City shall not be considered as being produced for the exclusive use of the City and shall remain the property, subject to license, of the Contractor.

5.11 Third Party Beneficiary Rights. The Parties do not intend to create in any other person the status of third party beneficiary, and this Agreement shall not be construed to create such status. The rights and obligations in this Agreement operate only between the Parties and inure solely to the benefit of the Parties. The Parties intend and expressly agree that only the Parties have any right to enforce this Agreement, to any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

5.12 Time is of the Essence. Time is of the essence in all provisions of this Agreement.

5.13 Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.

5.14 Severability. If any part of this Agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

IN WITNESS WHEREOF, this Agreement has been agreed to and duly executed by the authorized representatives of the parties hereto as of the date of the last signature below.

NaviRetail, LLC.

Per: Casey Kidd Date: 9/13/18

Casey Kidd, CEO

– AND –

City of Grandview, Washington

Per: _____ Date: _____

Norm Childress, Mayor

RESOLUTION NO. 2018-40

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE LEASE AGREEMENT RENEWAL
WITH BAKER COMMODITIES, INC.**

WHEREAS, the City of Grandview and Baker Commodities, Inc., entered into a twenty (20) year Lease Agreement; and

WHEREAS, both parties wish to extend the lease for an additional twenty (20) year term;

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

The Mayor is hereby authorized to sign the Lease with Baker Commodities, Inc., on the terms and conditions contained in said lease and 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 25, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

When recorded, return to:

G. SCOTT BEYER
Menke Jackson Beyer, LLP
807 North 39th Avenue
Yakima, WA 98902

LEASE

Reference nos. of docts.
assigned or released:

n/a

Grantor: City of Grandview, Washington

Addl. names p. __

Grantee: Baker Commodities, Inc.

Addl. names p. __

Legal description: (see below)

Assessor's Parcel No.: 230803-11900

THIS LEASE is made and entered into on September __, 2018, by and between **City of Grandview**, hereinafter called "Lessor," and **Baker Commodities, Inc.**, 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:

The North portion of the East 1/2 of Section 3, Township 9 North, Range 23, E.W.M., the exact location to be determined by engineers. RESERVING pasture rights on any portion of the premises not occupied by Lessee.

2. **TERM:** This lease is for a term of 20 years beginning on October 1, 2018, and ending on September 30, 2038. Notwithstanding the foregoing, if Lessee elects to cease its business operations at the premises, Lessee may terminate this lease without further liability by providing Lessor at least ninety (90) days prior written notice, in which event the parties shall have no further obligations hereunder except those obligations that expressly survive the expiration or termination of this lease.

3. **RENT:** Lessee agrees to pay to Lessor as rent for the premises the sum of \$971.77 per month, the sum of which includes \$34.96 for scale rental, payable on or before the first (1st) day of each and every month beginning October 2018. Commencing on October 1, 2019, and on each subsequent one-year anniversary date of this lease, the monthly rental amount shall be adjusted in accordance with the All Cities consumer Price Index (CPI(W)), which may be greater or lesser than the then applicable monthly rental amount. Rent shall be paid to Lessor at such place as shall be designated by Lessor.

4. **USE OF PREMISES:** The premises shall be used by Lessee for conducting a recycling business 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:** 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.

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.

b. Lessee agrees to keep the premises in a safe, clean, and sanitary condition at all times.

8. **ALTERATIONS AND ADDITIONS:** Other than buildings, structures, signs and improvements currently existing as of the effective date hereof, during the Lease Lessee shall not make any material 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. Upon the expiration or sooner termination of this lease, Lessee may remove such buildings, structures, signs, or improvements, or may elect to leave the same on the premises, in which event Lessor shall be deemed the owner thereof. The ownership thereof shall be in Lessee until the expiration or sooner termination of this lease, at which time the ownership thereof shall, at the option of Lessor, vest in Lessor or shall be removed by Lessee at Lessee's sole cost and expense.

9. **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.

10. **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.

11. **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.

12. **SCALE LEASE:** Included in this lease is the use of scales owned by Lessor. Lessee's use of the scales provided by Lessor is material to Lessee's use and enjoyment of the premises and was a material condition to Lessee entering into this lease. Lessee shall maintain the scales at its expense and shall pay all expenses associated with the repair and maintenance of the scales; however, should the scales become inoperable and need to be replaced, through no fault of Lessee and not due to Lessee's failure to properly maintain the scales, Lessor shall pay all expenses associated with replacing the scales in a reasonable but commercially prudent fashion. During the time that the scales are inoperable and in need of replacement, monthly Rent shall be abated by 15%. Lease of the scales is subject to the following terms:

a. In the event rent is delinquent or otherwise not made in accordance with the terms of this Agreement, then in addition to any other remedies provided in this Agreement, Lessor shall have the additional right to refuse Lessee the use of the scales until such delinquency is cured. A refusal by Lessor to allow Lessee to use the scales under this section shall not excuse Lessee's rent obligations as described in Section 3 of this Agreement.

b. Lessor does not guarantee the accuracy of the scales. Lessee shall indemnify and hold Lessor harmless for any and all damages to lessee or to third parties due to the inaccuracy of the scales or the use of the scales by Lessee.

c. Lessor shall not be responsible for any record keeping on behalf of Lessee.

d. Lessee shall exercise due care in using the scales and shall be responsible for: (1) any damage to property belonging to or used by Lessee, and (2) any and all damage to persons or property belonging to third parties including, but not limited to, Lessor's personnel, which damage occurs through the use of the Lessor's property or by operation of this Agreement.

e. Lessee shall indemnify, defend and hold Lessor harmless for any and all claims of damage described in Section 12(d) of this Agreement.

13. **INSURANCE:** Lessee shall maintain public liability insurance at all times during the term of this lease in a manner and form acceptable to Lessor with a limit of at least \$500,000 per accident. Lessor shall be endorsed as an additional insured on the policy(ies) of Lessee, and all premiums therefor shall be paid by Lessee. Lessee shall furnish proof of such insurance to Lessor, when requested by Lessor. If Lessee fails to effect or maintain any of such insurance, Lessor may procure the same, and Lessee agrees to reimburse Lessor on demand for any amount paid by Lessor for such insurance. Lessor and Lessee may carry, at their own expense, such fire and extended coverage insurance as each of them deems necessary for their own protection; and neither party shall have an interest in or claim to such insurance of the other party. Lessee shall not permit the premises to be used in such a manner as to create a fire hazard or to cause a change in the insurance rating applicable to the 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. **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, and upon the expiration of any cure or remedy period(s) herein, 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.

21. **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 of Grandview
Attn: City Administrator
207 West Second Street
Grandview, WA 98930

Lessee: Baker Commodities, Inc.
Attn: Division General Manager
Seattle Division
P.O. Box 58368
Seattle, WA 98138

22. **ARBITRATION, ATTORNEYS' FEES AND COSTS:** In the event of Default by Lessee, 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 the event of a dispute as to any of the terms or conditions herein contained, the parties agree that said dispute shall be determined under the Local Rules of Mandatory Arbitration as set forth by the Superior Court of the State of Washington in and for Yakima County, Washington, and the prevailing party shall be entitled to their reasonable attorney's fees and costs incurred in such arbitration.

23. **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.

24. **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.

25. **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, *Lessor*

By: _____
Mayor Norm Childress

Baker Commodities, Inc. a Delaware corporation,
Lessee

By: _____
Patrick Faecke, EVP/COO

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, is the person who appeared before me, and said person acknowledged that he signed this instrument in his capacity as Mayor of the City of Grandview and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED: _____, 2018.

Notary Public in and for the State of Washington
Residing at: _____, Washington
My Appointment Expires: _____