

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, SEPTEMBER 24, 2019**



REGULAR MEETING – 7:00 PM

PAGE

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE** – Madeline Burris, 12th grade student @ GHS
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 5, 2019 Council special meeting 1-2
 - B. Minutes of the September 10 Committee-of-the-Whole meeting 3-6
 - C. Minutes of the September 10, 2019 Council meeting 7-9
 - D. Payroll Check Nos. 11263-11282 in the amount of \$93,797.80
 - E. Payroll Electronic Fund Transfers (EFT) Nos. 60183-60187 in the amount of \$82,762.68
 - F. Payroll Direct Deposit 9/1/10-9/15/19 in the amount of \$103,285.17
 - G. Claim Check Nos. 118376-118476 in the amount of \$502,893.80
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Resolution No. 2019-33 approving a Site Use Agreement between People For People and the City of Grandview Community Center 10-16
 - B. Ordinance No. 2019-14 amending the 2019 Annual Budget 17-18
 - C. Resolution No. 2019-34 accepting the Wine Country Road Resurfacing – E. Stover Road to I-82 Ramp as complete 19
 - D. Resolution No. 2019-35 authorizing the Mayor to sign a Professional Services Agreement with NaviRetail, LLC., for Retail Recruitment Services 20-24
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 5, 2019**

1. CALL TO ORDER

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

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

Staff present were: City Administrator/Public Works Director Cus Arteaga, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios.

Also present was Casey Kidd, CEO, NaviRetail, LLC

2. RETAIL RECRUITMENT PRESENTATION

Mr. Kidd provided the following overview of his retail recruitment efforts since his firm was hired by the City:

- AutoZone located, along with several other businesses. According to sales figures, they were doing just fine. This was a testament to the opportunity in the market.
- The market was surveyed and it was discovered that there were nearly 60k frequent shoppers in the market.
- Following compilation of the market research, Mr. Kidd held a retail recruitment workshop on November 30, 2018 in Grandview. In addition, a site selector was brought in to help advise on how the market was perceived from a retailer's perspective, and how best to position Grandview for success.
- Mr. Kidd attended 15 trade shows representing Grandview.
- At the Las Vegas trade show, 20 meetings were held and over 500 contacts were made on behalf of Grandview.
- Contact was made with 6 potential hotel developers or investors. A 5% return on investment was determined, however additional means have been identified to make up more of the difference.
- Another developer was working on something unrelated to the hotel project. This project required utmost confidentiality at the present time.

Over the next 12 months, Mr. Kidd anticipated completion of the following:

- Review the market data to determine any changes. Sales and consumer frequency in the market should be growing. This information was important to prospective retailers and developers.
- Once changes in the market were outlined, Mr. Kidd would make another visit to Grandview to present the updated data and findings.
- The addition of a workshop for local businesses. This was part of a new initiative entitled "NaviLocal." Mr. Kidd would conduct the workshop when he returned with the updated data. The workshop would include consumer targeting, marketing strategies, etc.
- Mr. Kidd would be attending 22 trade shows during this upcoming year and planned to have a huge presence on behalf of Grandview. This would be paramount for promoting the City and getting the word out that Grandview was the place to be.

City Administrator Arteaga indicated that the one-year Professional Services Agreement with NaviRetail would be expiring and a new one-year Agreement would be presented to Council for consideration at a future meeting.

Discussion took place. No action was taken.

10. ADJOURNMENT

The special meeting adjourned at 7:00 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
SEPTEMBER 10, 2019**

1. CALL TO ORDER

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

2. ROLL CALL

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

Absent was Councilmember Diana Jennings.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Parks & Recreation Director Gretchen Chronis 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 C.O.W. agenda to include a Professional Services Agreement between the City of Grandview and NaviRetail, LLC., for Retail Recruitment Services.

A. Resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center

Parks & Recreation Director Chronis explained that for several years, the City allowed the use of the Community Center for the operation of a noon meal program to serve hundreds of area senior citizens. This valuable program enhances the health and social well-being of the elderly. She presented the annual Site Use Agreement between People For People and the City to provide food and nutrition services for area senior citizens for consideration. The noon meal program offered a host of opportunities for the Parks and Recreation staff and volunteers to enhance lives with additional and meaningful recreation programs. In addition, the agreement included a reimbursement provision for utility costs from People For People in the amount of \$500 per month. The term of the agreement was from December 31, 2018 through December 31, 2021.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Rodriguez, the C.O.W. moved a resolution approving a Site Use Agreement between People For People and the City of Grandview Community Center to the September 24, 2019 regular Council meeting for consideration.

Councilmember Souders recused herself from the vote due to her position on the People For People Board of Directors.

B. Ordinance amending the 2019 Annual Budget

City Treasurer Cordray explained that monitoring and review of fund and department budgets identified a few budget accounts to be amended. An ordinance would be prepared to provide for the amending of the 2019 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes were:

Current Expense Fund: Increased revenues for AT&T Lease and Dog Park Contributions. Increased appropriations for Dog Park Supplies. Net effect was an increase in estimated ending fund balance.

Street Fund: Increased revenues for TIB Grant–2019 Complete Streets. Increased appropriations for Sidewalk Office & Operating Supplies and Professional Services. Net effect was an increase in estimated ending fund balance.

Water/Sewer Fund: Increased revenues for AT&T Lease. Increased appropriations for Sewer Collection Repairs & Maintenance. Net effect was a decrease in estimated ending fund balance.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved an ordinance amending the 2019 Annual Budget to the September 24, 2019 regular Council meeting for consideration.

C. Resolution accepting the Wine Country Road Resurfacing – E. Stover Road to I-82 Ramp as complete

City Administrator Arteaga explained that Central Washington Asphalt, Inc., completed the construction of the Wine Country Road Resurfacing from East Stover Road to the I-82 Ramp. Staff recommended Council accept the project as complete once the requirements in the September 5, 2019 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Everett, the C.O.W. moved a resolution accepting the Wine Country Road Resurfacing – E. Stover Road to I-82 Ramp as complete to the September 24, 2019 regular Council meeting for consideration.

D. Professional Services Agreement between the City of Grandview and NaviRetail, LLC., for Retail Recruitment Services

Councilmember Everett explained that the annual Professional Services Agreement between the City and NaviRetail for retail recruitment services would expire on September 25, 2019. At the special Council meeting on September 5, 2019, Casey Kidd with NaviRetail provided an update on his firm's retail recruitment efforts during the past year on behalf of the City.

Council was provided with a copy of the new annual Professional Services Agreement with NaviRetail.

On motion by Councilmember Everett, second by Councilmember Rodriguez, the C.O.W. moved a resolution authorizing the Mayor to sign a Professional Services Agreement with NaviRetail, LLC., for Retail Recruitment Services to the September 24, 2019 regular Council meeting for consideration.

5. OTHER BUSINESS

2018 Annual Audit – City Treasurer Cordray reported that the 2018 Annual Audit with the Washington State Auditor's Office was completed. An exit interview would be scheduled in the next couple of weeks.

2020 Preliminary Budget – City Treasurer Cordray reported that he received all Department Directors preliminary budgets and he would be compiling the documentation for distribution to Council within the next week.

Dog Park – Councilmember Souders reported that she received many good comments regarding the opening of the Dog Park.

2019 Sealcoat Maintenance Project – City Administrator Arteaga reported that the 2019 Sealcoat Maintenance Project consisting of Butternut Road, Hill Drive, Briar Street, Larson Street and Eberle Street was completed last week by Yakima County Public Works.

IACC Conference–Reschedule October 22, 2019 C.O.W. and Council Meetings – City Administrator Arteaga reported that the IACC Conference was scheduled for October 22–24, 2019 in Wenatchee. He requested that Council consider rescheduling the October 22, 2019 C.O.W. and Council meetings to Monday, October 21, 2019 to accommodate his attendance at the conference.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved the rescheduling of the October 22, 2019 C.O.W. and Council meetings to the regular Council meeting for consideration.

Flag Salute Leaders – Mayor Mendoza reported that she was working with the elementary schools to coordinate students to lead the flag salute at Council meetings.

Grandview School District Performance Standards – Mayor Mendoza reported that the Grandview School District was working diligently to improve their performance standards.

Joint Meeting with City Council/School District/Port/Chamber/YVC – Councilmember Souders suggested that staff coordinate a joint meeting with the City Council, School District, Port, Chamber and YVC Grandview Campus. City Administrator Arteaga suggested scheduling the meeting in the spring following approval of the 2020 Budget.

YVCOG General Membership Meeting – The City of Grandview would be hosting the YVCOG General Membership meeting on September 18, 2019 at the Community Center.

Employee Appreciation Picnic – The Employee Appreciation Picnic hosted by the City Council was scheduled for September 17, 2019 at the Country Park Food Pavilion.

Traffic Congestion at Schools – City Administrator Arteaga reported that a meeting was held this afternoon with City and School Administration to discuss traffic congestion and parking issues before and after school. The City and School District would be working together to attempt to remedy the issues.

6. ADJOURNMENT

The C.O.W. meeting adjourned at 6:40 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
SEPTEMBER 10, 2019**

1. CALL TO ORDER

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

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

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council excused Councilmember Diana Jennings from the meeting.

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

2. PLEDGE OF ALLEGIANCE

Councilmember Diaz led the pledge of allegiance.

3. PRESENTATIONS – None

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

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

- A. Minutes of the August 27, 2019 Committee-of-the-Whole meeting
- B. Minutes of the August 27, 2019 Council meeting
- C. Payroll Check Nos. 11214-11262 in the amount of \$34,245.14
- D. Payroll Electronic Fund Transfers (EFT) Nos. 60173-60178 in the amount of \$94,969.09
- E. Payroll Direct Deposit 8/16/19-8/31/19 in the amount of \$110,114.29
- F. Claim Check Nos. 118292-118375 in the amount of \$123,603.33

6. ACTIVE AGENDA

- A. Resolution No. 2019-29 accepting a request from the Charvet Brothers Farms, a partnership comprised of Matthew & Lydia Charvet and Terry & Leslie Charvet, and Kyle & Cyndi Charvet for annexation of Parcel Nos. 230926-21002, 230926-21003, 230926-24003, 230926-22010, 230926-22011, 230926-23008, 230926-23009, 230926-24004 located adjacent to Grandridge Road/Apricot Road, Grandview, Yakima County, Washington

This item was previously discussed at the August 27, 2019 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Moore, Council approved Resolution No. 2019-29 accepting a request from the Charvet Brothers Farms, a partnership comprised of Matthew & Lydia Charvet and Terry & Leslie Charvet, and Kyle & Cyndi Charvet for annexation of Parcel Nos. 230926-21002, 230926-21003, 230926-24003, 230926-22010, 230926-22011, 230926-23008, 230926-23009, 230926-24004 located adjacent to Grandridge Road/Apricot Road, Grandview, Yakima County, Washington.

B. Resolution No. 2019-30 amending Section 27.04(A) of the Credit Card Use Policy within the City of Grandview Personnel Policy Manual increasing credit card limits for the Police Chief and Assistant Police Chief to \$2,000

This item was previously discussed at the August 27, 2019 C.O.W. meeting.

On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Resolution No. 2019-30 amending Section 27.04(A) of the Credit Card Use Policy within the City of Grandview Personnel Policy Manual increasing credit card limits for the Police Chief and Assistant Police Chief to \$2,000.

C. Resolution No. 2019-31 authorizing the Mayor to sign a First Amendment to the Option and Water Tower Lease Agreement between the City of Grandview and Verizon Wireless

This item was previously discussed at the August 27, 2019 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Everett, Council approved Resolution No. 2019-31 authorizing the Mayor to sign a First Amendment to the Option and Water Tower Lease Agreement between the City of Grandview and Verizon Wireless.

D. Resolution No. 2019-32 approving the final plat known as Villa de Gonzalez located on East Fourth Street

This item was previously discussed at the August 27, 2019 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Rodriguez, Council approved Resolution No. 2019-32 approving the final plat known as Villa de Gonzalez located on East Fourth Street.

E. OCTOBER 22, 2019 C.O.W. AND COUNCIL MEETINGS RESCHEDULED

This item was previously discussed at the September 10, 2019 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Souders, Council agreed to reschedule the C.O.W. and Council regularly scheduled meeting of Tuesday, October 22, 2019 to Monday, October 21, 2019 to accommodate the City Administrator's attendance at the IACC Conference.

7. UNFINISHED AND NEW BUSINESS – None

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None

9. **MAYOR & COUNCILMEMBER REPORTS** – None

10. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the regular meeting 7:15 p.m.

Mayor Gloria Mendoza

Anita Palacios, City Clerk

RESOLUTION NO. 2019-33

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A SITE USE AGREEMENT BETWEEN PEOPLE FOR PEOPLE
AND THE CITY OF GRANDVIEW COMMUNITY CENTER**

WHEREAS, People for People Senior Nutrition Program provides food and nutrition services to area senior citizens; and,

WHEREAS, People for People Senior Nutrition Program provides these services at the Grandview Community Center; and,

WHEREAS, the City of Grandview and People For People wish to enter into a Site Use Agreement; and,

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

The Mayor is hereby authorized to sign the Site Use Agreement between People For People and the City of Grandview 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 24, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SITE USE AGREEMENT
Between
People For People
and
City of Grandview
Grandview Community Center

THIS AGREEMENT is made and entered into by and between, City of Grandview (hereinafter City), and People For People, a Washington nonprofit corporation.

WHEREAS, People For People Senior Nutrition Program provides food and nutrition services to senior citizens, and

WHEREAS, People For People Senior Nutrition Program desires to provide these services at the Grandview Community Center, whose address is 812 Wallace Way, Grandview, Washington, 98930 in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein it is agreed by and between the City and People For People as follows:

1. People For People:

- a. Shall prepare and serve food services to senior citizens at the Grandview Community Center, as contracted by the City, through congregate meals as well as preparing and packaging meals for home delivery to homebound seniors.
- b. Shall use the kitchen, equipment and facilities generally between 7:00 am to 3:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday, except for Holidays and except when such use is preempted by the City pursuant to paragraph 2(b) below.
- c. Shall leave the kitchen, kitchen facilities/equipment, dishes, glassware, and utensils in a clean and orderly condition. People For People assumes all responsibility for the cleaning of the kitchen and dining areas for each day that People For People uses the facility.
- d. Upon the loss, destruction, or damage to any property at the Grandview Community Center in connection with its food service operations, People For People shall notify the City thereof and shall take all reasonable steps to protect that property from further damage. Furthermore, People For People assumes all responsibility for repairing any equipment, fixtures, or furnishings broken or damaged in the facility as a result of its food service operations.

- e. Shall request permission in advance to use the said facilities and equipment in the event such use is needed outside the said time period.
- f. Shall plan and carry out the operation of the meal site without aid or intervention from the City.

2. The City:

- a. Shall provide People For People the use of facilities, equipment, and space for the preparation and serving of meals for the Senior Nutrition program, as contracted by the City, generally from 7:00 am to 3:00 p.m., Monday, Tuesday, Wednesday, Thursday and Friday, except for Holidays and when such use is preempted by the City pursuant to paragraph 2(b) below.
- b. Shall notify People For People at least five (5) business days in advance if the kitchen or dining areas are to be preempted for other use.
- c. Reserves the right to schedule classes and other activities in the Grandview Community Center. The City will make reasonable efforts to ensure that such classes and activities do not interfere with People For People's operations and services.
- d. Shall provide an annual Fire and Life Safety Survey to be performed by the local fire department.
- e. Shall provide an annual Health Inspection of the kitchen and serving area as mandated by State regulation. The Yakima Health District shall perform the inspection.
- f. Shall assure that when the facilities are used by other than People For People's Senior Nutrition program, the kitchen and other facilities have been properly cleaned prior to use by the Senior Nutrition program.

3. Consideration:

- a. As consideration for the food services provided pursuant to this Agreement, People For People agrees to pay the City a base minimum of \$500.00 per month.
- b. The City will renegotiate with People For People the monthly base minimum, should the City determine that \$500.00 per month does not cover the increased utilities costs attributable to People For People's food preparation operations and services.

4. Amendments:

This Agreement contains all terms and conditions agreed upon by the parties. No change or addition to this Agreement shall be valid or binding upon either party unless such change or addition is in writing and executed by both parties.

5. Term of Agreement:

The term of this Agreement shall commence on December 31, 2018 or as mutually scheduled and shall end on December 31, 2021.

6. Taxes and Assessments:

People For People shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement.

7. Insurance:

People For People understands and acknowledges that the City does not provide comprehensive liability insurance coverage for the benefit of People For People, including its officials, officers, agents, and employees. People For People shall maintain a policy of comprehensive liability insurance with combined single limit coverage of at least \$5,000,000 for the duration of this Agreement. The policy shall provide coverage for all activities conducted by People For People at the Grandview Community Center. People For People shall provide the City with a certificate of insurance or insurance binder evidencing that said insurance is in effect. People For People is required to provide 30 days notice of cancellation of such insurance and provide proof of continued coverage.

8. Non Discrimination:

With regard to the provision of food services under this Agreement, People For People and the City shall not illegally discriminate against any person on the grounds of race, creed, color, religion, national origin, political affiliation, sex, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical handicap.

9. Indemnification and Hold Harmless:

People For People shall indemnify, hold harmless and defend the City, and its elected officials, officers, employees, and agents from and against any and all suits, actions, claims liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of People For People, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of People For People's services, duties and obligations under this Agreement.

The City agrees to hold harmless, indemnify, and defend People For People, its elected officials, officers, employees and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) which result from or arise out of the sole negligence of the City, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City's services, duties and obligations under this Agreement.

In the event that the officials, officers, agents, and/or employees of both People For People and the City are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including any reasonable attorney's fees).

Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.

People For People hereby releases the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City from any and all liability or responsibility to People For People or anyone claiming through or under People For People by way of subrogation or otherwise, for any loss, expense or damage, even if said loss, expense or damage is caused by the fault or negligence of the City, its elected or appointed officials, employees or volunteers, except to the extent that the City has an indemnification obligation to People For People under this paragraph 9.

Solely for the purposes of its obligations under this Agreement, each party specifically waives any immunity that may be granted under the Washington State Industrial Insurance Act, Title 51, Revised Code of Washington, for any claims by its employees against the other for bodily injuries or death sustained while performing services hereunder. Further, the indemnification obligations of either party to the other shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable to or for any third party under Worker's Compensation Acts, Disability Benefit Acts, or other benefit acts; provided, that each party's waiver of immunity by this provision shall extend only to claims by one party against the other and shall not include or extend to any claims by either party's employees directly against the employer party.

This paragraph nine (9) shall survive the termination of the Agreement.

10. Assignment:

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the City to any other person or entity without the prior written consent of People For People. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the City as stated herein.

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by People For People to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of People For People as stated herein.

11. Waiver of Breach:

The waiver by People For People or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.

12. Severability:

If any portion of this Agreement is changed per mutual agreement or any portion is held invalid; the remainder of the Agreement shall remain in full force and effect.

13. Integration:

This Agreement sets forth all the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

14. Termination:

Either party may terminate this Agreement, with or without cause, by giving the other party thirty (30) days advance written notice of termination.

15. Notices:

Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

THE CITY OF GRANDVIEW

Cus Arteaga

City of Grandview
207 W. 2nd Street
Grandview, WA 98930
(509) 882-9200

PEOPLE FOR PEOPLE:

Madelyn Carlson, CEO

People For People
304 W. Lincoln Avenue
Yakima, WA 98902
(509) 248-6726

Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective at the time mailed or hand delivered at the address specified above. Each party shall provide written notification within 15 calendar days of change of address.

16. Payment:

Rent payments will be mailed to the following address:

City of Grandview
Parks and Recreation Department
207 W. 2nd Street
Grandview, WA 98930

17. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

18. Venue:

The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington, Yakima County.

THE CITY OF GRANDVIEW

PEOPLE FOR PEOPLE, a Washington
nonprofit corporation

By: _____

Gloria Mendoza, Mayor

By: Madelyn Carson

Madelyn Carson, CEO

Date: _____

Date: 9-3-2019

ORDINANCE NO. 2019-14

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2019 ANNUAL BUDGET**

WHEREAS, the original 2019 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 2019 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 24, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 9/25/19
EFFECTIVE: 9/30/19

Exhibit A

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

Original 2019 Budget	1,537,595	5,585,325	6,421,420	701,500	7,122,920
Amendment Amount		11,250	2,850	8,400	11,250
Amended Total	1,537,595	5,596,575	6,424,270	709,900	7,134,170

Street Fund

Original 2019 Budget	117,620	1,115,800	1,114,470	118,950	1,233,420
Amendment Amount		100,000	75,000	25,000	100,000
Amended Total	117,620	1,215,800	1,189,470	143,950	1,333,420

Water/Sewer Fund

Original 2019 Budget	9,528,975	6,135,005	5,854,275	9,809,705	15,663,980
Amendment Amount		2,800	30,000	(27,200)	2,800
Amended Total	9,528,975	6,137,805	5,884,275	9,782,505	15,666,780

RESOLUTION NO. 2019-34

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE WINE COUNTRY ROAD RESURFACING – E. STOVER
ROAD TO I-82 RAMP AS COMPLETE**

WHEREAS, the City contracted with Central Washington Asphalt, Inc., to perform work for the Wine Country Road Resurfacing from East Stover Road to the I082 Ramp; and,

WHEREAS, the City's Public Works Director has determined that the work performed by Central Washington Asphalt, Inc., on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Wine Country Road Resurfacing – E. Stover Road to I-82 Ramp as complete and authorizes staff to release the retainage to Central Washington Asphalt, Inc., once the conditions in the September 5, 2019 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on September 24, 2019.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2019-35

**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 24, 2019.

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 continue assisting the City in their retail recruitment efforts (the "Project"), and the Contractor wishes to provide services for **Updated Retail Analytics and Continued 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.

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 **\$37,000**. 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: 9/11/19

Casey Kidd, CEO

- AND -

City of Grandview, Washington

Per: _____ Date: _____

Mayor Gloria Mendoza