

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, MAY 25, 2021**



This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

**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 May 11, 2021 Committee-of-the-Whole meeting 1-4
  - B. Minutes of the May 11, 2021 Council meeting 5-9
  - C. Minutes of the May 18, 2021 Special Council meeting 10
  - D. Payroll Check Nos. 12170-12185 in the amount of \$95,276.86
  - E. Payroll Electronic Fund Transfers (EFT) Nos. 60551-60555 in the amount of \$92,500.78
  - F. Payroll Direct Deposit 5/1/21-5/15/21 in the amount of \$115,552.17
  - G. Claim Check Nos. 122045-122126 in the amount of \$546,262.23
- 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. 2021-24 authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2021 Swim Team Program 11-15
  - B. Resolution No. 2021-25 authorizing the Mayor to sign a Ballot Drop Box Property Use Agreement between Yakima County and the City of Grandview 16-18
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER REPORTS**
- 10. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, May 25, 2021 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

<https://zoom.us/j/94143229894?pwd=eng4SXNpR1FGalJrTiZybk45cUtkdz09>

Meeting ID: 941 4322 9894

Passcode: 418786

To join via phone: +1 253 215 8782 US

Meeting ID: 941 4322 9894

Passcode: 418786

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
MAY 11, 2021**

**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.

The meeting was held in person and was also available via teleconference.

**2. ROLL CALL**

Present in person: Mayor Mendoza and Councilmembers David Diaz, Bill Moore (Mayor Pro Tem), Robert Ozuna and Joan Souders

Present via teleconference: Councilmember Mike Everett

Absent: Councilmembers Diana Jennings and Javier Rodriguez

Staff present: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Fire Chief Pat Mason, Parks & Recreation Director Grethen Chronis, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2021 Swim Team Program**

Parks and Recreation Director Gretchen Chronis explained that Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that were utilizing City owned recreational facilities to conduct their respective programs. She presented the Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2021 season. The Swim Team Treasurer reviewed and signed the agreement.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2021 Swim Team Program to the May 25, 2021 regular Council meeting for consideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes

- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

**B. Resolution accepting the bid for Wine Country Road and Elm Street Resurfacing and authorizing the Mayor to sign all contract documents with Central Washington Asphalt, Inc.**

City Administrator Arteaga explained that bids for the Wine Country Road and Elm Street Resurfacing were opened on April 29, 2021. A total of four (4) bids were received with Central Washington Asphalt, Inc., of Moses Lake, Washington, submitting the low bid in the amount of \$356,617.50. The low bid was approximately 1.5 percent below the City Engineer's estimate of \$362,180.00.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved a resolution accepting the bid for Wine Country Road and Elm Street Resurfacing and authorizing the Mayor to sign all contract documents with Central Washington Asphalt, Inc., to the May 11, 2021 regular Council meeting for consideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

**C. Proposed Change Order No. 2 with C & R Tractor and Landscaping, Inc., for the Sanitary Sewer Trunk Main Replacement**

City Administrator Arteaga explained that the City contracted with C & R Tractor and Landscaping, Inc., as the contractor for the Sanitary Sewer Replacement. The Sanitary Sewer Trunk Main Replacement project required significant rock excavation during pipe installation. Breaks in the existing sewer line, though expected, have caused significant delay to the construction of project. The contractor experienced at least 9 breaks to the existing sewer line. Several breaks have taken more than one day to repair. The contractor was also been delayed by underground unlocated irrigation lines causing further delay. The contractor submitted a claim for rock excavation and related delay and proposes a unit price for rock excavation which would equate to an additional \$70,000 above the \$50,000 previously approved by Council. In discussions with HLA Engineering, staff proposed adding an additional 30 working days to the project and approving an additional \$70,000 toward rock excavation. The 30 additional working days would require an amendment of HLA's contract in the amount of \$75,000 for Construction Services. At bid, the project was approximately \$700,000 below budget. With the additional costs mentioned above and close-out of the current project, there was expected to be approximately \$500,000 balance in project funding. In discussions with the Department of Ecology on May 5, 2021, Ecology would agree to expend the remaining funding on a closely related project. From previous investigations, there was additional sewer main on West Fifth Street that was in dire need of

replacement similar to the current project. Staff recommended Council consider a second project to use the remaining balance of funds.

Discussion took place.

**On motion by Councilmember Ozuna, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign Change Order No. 2 with C & R Tractor and Landscaping, Inc., for the Sanitary Sewer Trunk Main Replacement and a resolution authorizing the Mayor to sign Amendment No. 1 to Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement for consideration at the May 11, 2021 regular Council meeting.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

**D. Resolution authorizing the Mayor to sign a Ballot Drop Box Property Use Agreement between Yakima County and the City of Grandview**

City Clerk Palacios explained that in the past, Yakima County Elections placed a temporary ballot drop box in the City Hall lobby during election periods. Prior to the fall election cycle of 2021, seven (7) permanent outdoor ballot boxes were scheduled for delivery and proposed for installation in key areas of Yakima County; specifically, the Cities of Grandview, Granger, Moxee, Tieton, Toppenish, Zillah and the Town of Harrah. The estimated cost for purchase and installation of a 24/7 permanent ballot box was considered a general operating election cost to be shared proportionately amongst all districts, including the State and Yakima County. The estimate of total shared proportionate cost for the City of Grandview was \$209.11. The installation of a permanent outdoor ballot drop box would expand access to voters and would facilitate and encourage public interest in election participation. The permanent ballot drop box would be installed outside Grandview City Hall. She presented a Ballot Drop Box Property Use Agreement with Yakima County for Council consideration.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. moved a resolution authorizing the Mayor to sign a Ballot Drop Box Property Use Agreement between Yakima County and the City of Grandview to the May 25, 2021 regular Council meeting for consideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes

- Councilmember Souders – Yes

**E. Economic Development Planning – schedule a special meeting date**

Council discussed a date to reschedule the special meeting for economic development planning.

**On motion by Councilmember Souders, second by Councilmember Diaz, the C.O.W. scheduled a special meeting to discuss economic development planning on Tuesday, June 1, 2021 at 6:00 p.m.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

**5. OTHER BUSINESS**

**A. Land Use Training**

City Administrator Arteaga reported that Ken Harper, land use attorney with the firm of Menke Jackson, would be available for a land use training session on May 18, 2021. The plan would be for him to cover the following:

- the basic law of planning and quasi-judicial decision making in Washington
- the Appearance of Fairness Doctrine
- the Open Public Meetings Act

**On motion by Councilmember Diaz, second by Councilmembers Souders, the C.O.W. scheduled a special meeting for land use training on Tuesday, May 18, 2021 at 6:00 p.m.**

**6. ADJOURNMENT**

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

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
MAY 11, 2021**

**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.

The meeting was held in person and was also available via teleconference.

Present in person: Mayor Mendoza and Councilmembers David Diaz, Bill Moore (Mayor Pro Tem), Robert Ozuna and Joan Souders

Present via teleconference: Councilmember Mike Everett

Absent: Councilmembers Diana Jennings and Javier Rodriguez

**On motion by Councilmember Moore, second by Councilmember Souders, Council excused Councilmembers Jennings and Rodriguez from the meeting.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

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

**2. PLEDGE OF ALLEGIANCE**

Commander Rick Sucee with the American Legion Post 7 Bellingham Rider, led the pledge of allegiance.

**3. PRESENTATIONS**

**A. American Legion Riders**

Jay B. Spurlock, III, Commander Post 130 and Joseph Santos, Director, Legion Riders Post 130 of The American Legion presented a Certificate of Appreciation to the City of Grandview in recognition and sincere appreciation to the advancement of The American Legion programs and activities dedicated to God and Country.

Also present on behalf of The American Legion were Department of Washington American Legion Commander Bob Clark; Department of Washington American Legion Adjutant Jessie Horton, Commander American Legion Post 7 Bellingham Rick Sucee; VSO and PRO Zillah Post 130 Dale

Spurlock, and American Legion Riders Zillah Post 130 members Mark Santee, Jesse Rodriguez, and Robert Rodriguez.

**B. Legislative Update – Representative Jeremie Dufault**

Representative Jeremie Dufault provided a brief legislative update to the Council.

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

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

- A. Minutes of the April 27, 2021 Committee-of-the-Whole meeting**
- B. Minutes of the April 27, 2021 Council meeting**
- C. Payroll Check Nos. 12141-12169 in the amount of \$27,575.94**
- E. Payroll Electronic Fund Transfers (EFT) Nos. 60540-60546 in the amount of \$102,510.93**
- E. Payroll Direct Deposit 4/16/21-4/30/21 in the amount of \$123,687.11**
- F. Claim Check Nos. 121958-122044 in the amount of \$148,730.61**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

**6. ACTIVE AGENDA**

- A. Resolution No. 2021-20 accepting the public infrastructure improvements and street right-of-way of the Plaza Way commercial development**

This item was previously discussed at the April 27, 2021 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved Resolution No. 2021-20 accepting the public infrastructure improvements and street right-of-way of the Plaza Way commercial development.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes



**B. Ordinance No. 2021-06 amending Section 7.04.080(B)(6) Base Utility Charges of the Grandview Municipal Code to include federal or state housing programs**

This item was previously discussed at the April 27, 2021 C.O.W. meeting.

**On motion by Councilmember Souders, second by Councilmember Moore, Council approved Ordinance No. 2021-06 amending Section 7.04.080(B)(6) Base Utility Charges of the Grandview Municipal Code to include federal or state housing programs.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

**C. Resolution No. 2021-21 accepting the bid for Wine Country Road and Elm Street Resurfacing and authorizing the Mayor to sign all contract documents with Central Washington Asphalt, Inc.**

This item was previously discussed at the May 11, 2021 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Diaz, Council approved Resolution No. 2021-21 accepting the bid for Wine Country Road and Elm Street Resurfacing and authorizing the Mayor to sign all contract documents with Central Washington Asphalt, Inc.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

**D. Resolution No. 2021-22 authorizing the Mayor to sign Change Order No. 2 with C & R Tractor and Landscaping, Inc., for the Sanitary Sewer Trunk Main Replacement**

This item was previously discussed at the May 11, 2021 C.O.W. meeting.

**On motion by Councilmember Souders, second by Councilmember Moore, Council approved Resolution No. 2021-22 authorizing the Mayor to sign Change Order No. 2 with C & R Tractor and Landscaping, Inc., for the Sanitary Sewer Trunk Main Replacement.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes

- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

E. **Resolution No. 2021-23 authorizing the Mayor to sign Amendment No. 1 to Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement**

This item was previously discussed at the May 11, 2021 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved Resolution No. 2021-23 authorizing the Mayor to sign Amendment No. 1 to Task Order No. 2019-06 with HLA Engineering and Land Surveying, Inc., for the Sanitary Sewer Trunk Main Replacement.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Souders – Yes

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

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

**Mother's Day Power Outage** – City Administrator Arteaga reported that the power outage which occurred on Sunday, May 9<sup>th</sup> (Mother's Day) was handled very well by the Public Works Department. The crew installed generators at the wells and sewer lift stations and installed stop signs at traffic signal intersections.

**Cemetery Preparations for Memorial Day Weekend** – City Administrator Arteaga reported that the next two weeks would be very busy for the Public Works Department at the cemetery prepping for the Memorial Day weekend.

**Candidate Election Filing Period** – City Administrator Arteaga reported that the candidate election filing period would take place on May 17-21, 2021.

9. **MAYOR & COUNCILMEMBER REPORTS**

**Website Video** – Councilmember Ozuna reported that the video for the website was in the process of being completed.

**Chamber of Commerce General Membership Meeting** – Mayor Mendoza reported that the May Chamber of Commerce General Membership meeting was scheduled for May 13<sup>th</sup>, 12:00 Noon at Casa Tequila.

Norm Childress Amphitheater Sign – Councilmember Souders distributed a memo from City Administrator Arteaga providing a project cost for the new Norm Childress Amphitheater sign in the amount of \$9,000. A budget amendment would be presented at the next C.O.W. meeting.

Cemetery Floral, Decorations & Landscaping – Councilmember Diaz requested that Grandview Municipal Code Chapter 2.48.080 Floral, other decorations and landscaping be reviewed and revised for clarity.

**10. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Souders, the Council meeting adjourned at 8:10 p.m.**

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
SPECIAL MEETING MINUTES  
MAY 18, 2021**

**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.

The meeting was held in person and was also available via teleconference.

**2. ROLL CALL**

Present in person: Mayor Mendoza and Councilmembers Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: Councilmembers Mike Everett and Diana Jennings

Absent: Councilmember David Diaz

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant and City Clerk Anita Palacios

**3. LAND USE TRAINING**

Kenneth Harper with the law office of Menke Jackson Beyer, LLP, provided land use training entitled The Legal Basis of Planning in Washington State. He covered the following topics:

- Planning and the Constitution
- Open Public Meetings Act Chapter 42.30 RCW
- Appearance of Fairness Doctrine
- Quasi-Judicial Actions
- *Ex Parte* Contacts
- Applications
- Violation Consequences
- Conduct of Hearings
- Deliberation
- Decision

Discussion took place. No action was taken.

**3. ADJOURNMENT**

The special meeting adjourned at 7:30 p.m.

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**RESOLUTION NO. 2021-24**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT  
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE GRANDVIEW NEPTUNE  
ROTARY SWIM TEAM FOR THE USE OF THE SWIMMING POOL –  
2021 SWIM TEAM PROGRAM**

**WHEREAS**, the City of Grandview and the Grandview Neptune Rotary Swim Team desire to enter into a Recreational Use Permit regarding the use of the swimming pool for the 2021 Swim Team program;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2021 Swim Team program in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting May 25, 2021.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**RECREATIONAL USE PERMIT**  
By and Between the City of Grandview and the  
Grandview Neptune Rotary Swim Team  
For the Use of the Swimming Pool – 2021 Swim Team Program

This Agreement, entered into this 25th day of May, 2021 is made and entered into by and between the City of Grandview, a municipal corporation, hereinafter referred to as "City", and the Grandview Neptune Rotary Swim Team, a non-profit organization, hereinafter referred to as the "Swim Team".

**1. Recitals:**

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

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

**2. Agreement:**

**2.1 Safety:**

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

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

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

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

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

2.1.6 Swim Team agrees to strictly comply with and strictly enforce Washington State's Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of

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

2.1.7 Swim Team agrees to comply with COVID-19 guidelines and recommendations of the CDC, DOH and best practices for public pools. A written copy of said guidelines shall be provided to the Parks & Recreation Director.

## **2.2 Scheduling:**

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

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

- Monday through Friday from 8:00-11:00 a.m. beginning May 31, 2021.
- Up to seven mutually scheduled Home Swim Meets (6:00 p.m. start until closing for meets).
- Mutually scheduled practice times, prior to the pool opening to the general public.

## **2.3 Facility Maintenance:**

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

## **2.4 Use Payment:**

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

2.4.2 After July 1, 2021, the Swim Team Shall submit a letter to the City requesting the release of \$350 that has been earmarked for Swim Team Scholarships through the annual United Way of Central Washington funding.

## **2.5 Liability Insurance:**

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

not less than \$1,000,000 per occurrence shall be required. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Swim Team shall also provide the City with a Certificate or Certificates of Liability Insurance within ten (10) days of execution of this Agreement.

2.5.2 Swim Team shall indemnify and hold harmless the City and/or its elected officials, employees, volunteers, insurers, successors and assigns from and against any and all claims, demands, causes of action, damages, suits or judgments, for deaths or injuries to persons for loss or damage of property arising from or in connection with Swim Team activities at the pool or on City property. As used in this section, the term Swim Team includes agents, servants, employees, and volunteers of the Swim Team, as well as participants, invitees and spectators at Swim Team activities occurring at the pool or on City property. In the event of any claims made or suits filed, the City shall give Swim Team prompt written notice thereof and Swim Team shall have the right to defend or settle the same to the extent of its interest hereunder. The provision applies in all events, regardless of whether or not the insurance provisions above are required or expected.

## **2.6 Concessions:**

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

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

Swim Team agrees to comply with RCW 49.60.500, made applicable to community athletics programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.

## **2.8 Early Termination:**

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

## **2.9 Termination for Cause:**

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



**2.10 Entire Agreement:**

This Agreement, with Swim Team's application for use of the City's swim pool, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of the park facilities shall apply to this Agreement, and more incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms shall control.

**2.11 Assignment:**


This Agreement and terms and provisions herein are personal to the Swim Team, and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

Wherefore, this Agreement is deemed executed and effective on the date first references above.

City of Grandview

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

Swim Team

By:  \_\_\_\_\_  
Team President or Board Member

ATTEST:

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

APPROVED AS TO FORM:

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

**RESOLUTION NO. 2021-25**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A BALLOT DROP BOX PROPERTY USE  
AGREEMENT BETWEEN THE CITY OF GRANDVIEW AND YAKIMA COUNTY**

**WHEREAS**, the City Council desires to enter into a Ballot Drop Box Property Use Agreement with Yakima County to make available a permanent ballot drop box to be located outside Grandview City Hall; and

**WHEREAS**, it is in the best interest of the general public that a permanent ballot drop box be located at the Grandview City Hall so as to facilitate and encourage public interest in electoral participation by local residents;

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

The Mayor is hereby authorized to sign a Ballot Drop Box Property Use Agreement between the City of Grandview and Yakima County 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 May 25, 2021.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



**Charles R. Ross**  
**Yakima County Auditor**

**Elections Division**

Kathy A Fisher, Manager

128 N 2<sup>nd</sup> St Rm 117; Yakima WA 98901

PO Box 12570; Yakima WA 98909

509.574.1340

1.800.833.0569

[ivote@co.yakima.wa.us](mailto:ivote@co.yakima.wa.us)

[www.yakimacounty.us/vote](http://www.yakimacounty.us/vote)

## **Ballot drop box property use agreement**

This ballot drop box property use agreement is made and entered between **Yakima County**, a municipal corporation and political subdivision of the state of Washington and the **City of Grandview**.

Both parties desire to make available a permanent ballot drop box to be located outside Grandview City Hall at 207 West Second St, Grandview WA 98930.

Yakima County and the City of Grandview agree that it is in their mutual interest and in the best interest of the general public that a permanent ballot drop box be located at the property mentioned above so as to facilitate and encourage public interest in electoral participation by local residents and hereby agree as follows:

### **Agreement**

This agreement supersedes any and all active agreements between Yakima County and the City of Grandview with respect to ballot drop boxes.

**Grant of Use Right.** The City of Grandview grants Yakima County the right to use the subject property and premises upon the terms, covenants and conditions set forth in this agreement.

**General Use Period.** This agreement shall commence on or about May 1, 2021 and is subject to termination as provided below.

**Active Use Period.** The Active Use Period is defined as the period of time during which registered voters begin receiving ballots for an election that is being conducted in the immediate geographical vicinity and concludes promptly at 8:00:00 pm on Election Day.

**Delivery of Use; Acceptance.** Yakima County shall be entitled to use the subject property and premises as of the effective date. Yakima County has inspected the premises and has determined to its complete satisfaction the same are suitable for the ballot drop box.

### **Use of Subject Property and Premises; Change of Location/Removal.**

**Permitted Uses.** Yakima County shall use the subject property and premises for the sole purposes of installing, using, maintaining or removing the ballot drop box and for no other uses or purposes without prior written consent.

**Prohibited Uses.** Yakima County shall not use the subject property or premises in violation of any statute, rule, ordinance, permit, order, regulation or code in effect and applicable to any part thereof, nor shall it do or suffer to be done in or about the subject property or premises, or bring into, keep, or suffer to be brought into or kept in or about the subject property or premises, anything that may constitute a waste, hazard, nuisance or unreasonable annoyance.

**Change of Location/Removal.** If it is determined that the ballot drop box is no longer compatible with its use and occupancy of the subject property, it may require Yakima County to move the drop box to a newly-designated location.

If the City of Grandview makes such a determination, it must notify Yakima County by at least January 1 of the election year in question and provide a mutually agreeable alternative location within the City of Grandview for placing the drop box. Either party may also agree to terminate this agreement altogether, by giving advance written notice to the other party. If such notice is given by the City of Grandview, it must be delivered to Yakima County by not later than January 1 of the election year in question.

**Yakima County's Responsibilities.** In addition to any other responsibilities expressly set forth in this agreement, Yakima County agrees to:

**Delivery.** Deliver the ballot drop box to the location specified by the City of Grandview.

**Maintenance.** Maintain the ballot drop box throughout the use period in good repair and in a neat, clean, safe, sanitary and graffiti-free condition. If the ballot drop box is breached, damaged, vandalized or defaced in any way, Yakima County shall re-secure, repair or replace the ballot drop box as soon as practicable after receiving notice thereof.

**Public Access.** Open the ballot drop box prior to the first day of the Active Use Period and provide the City of Grandview with written procedures and supplies for their role as principal-agent in closing the ballot box at the conclusion of the Active Use Period.

**City of Grandview Responsibilities.** In addition to any other responsibilities expressly set forth in this agreement, the City of Grandview agrees to:

**Installation.** Install the ballot drop box in good and workmanlike manner in accordance with the manufacturer's specifications, City standards, regulations, and ordinances. The City of Grandview may, upon mutual agreement between Yakima County and the City of Grandview, request that Yakima County install the ballot drop box at the specified location.

**Principal-Agent Relationship.** Act as an agent of the county auditor's office with respect to ballot collection and adhere to all laws, policies and procedures governing such activity. In the interest of nonpartisanship and transparency, the clerk or other town official who is not elected by the people shall serve in the agent capacity, and agrees to promptly close the ballot drop box at 8:00:00 p.m. on Election Day according to law and procedures provided by Yakima County Elections.

**Exercise Due Care.** Exercise due care and caution with respect to the ballot drop box while conducting its business operations in and about the subject property and shall, at its sole cost and expense, repair any and all damage to the ballot drop box caused by the negligent or willful conduct of its elected or appointed officials, contractors, servants, agents or employees.

**Notification.** Notify Yakima County immediately when: (a) the ballot drop box has been breached, damaged, vandalized or defaced in any way; and/or (b) any threat is made with respect to the ballot drop box.

**Public Access.** Ensure the general public has reasonable access to the ballot drop box twenty-four (24) hours per day, seven (7) days per week during the Active Use Period for purposes of casting election ballots.

SIGNED AND DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
CHARLES R. ROSS, County Auditor and  
Ex-officio Supervisor of Elections  
Yakima County, WA

\_\_\_\_\_  
Gloria Mendoza  
Mayor  
City of Grandview