

**GRANDVIEW CITY COUNCIL  
SPECIAL MEETING AGENDA  
MONDAY, AUGUST 9, 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.

**SPECIAL 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 July 27, 2021 Committee-of-the-Whole meeting 1-4
  - B. Minutes of the July 27, 2021 Council meeting 5-8
  - C. Minutes of the July 28, 2021 Special Council meeting 9
  - D. Payroll Check Nos. 12294-12329 in the amount of \$31,751.84
  - E. Payroll Electronic Fund Transfers (EFT) Nos. 60599-60605 in the amount of \$101,079.32
  - F. Payroll Direct Deposit 07/16/21-07/31/21 in the amount of \$132,544.90
  - G. Claim Check Nos. 122495-122578 in the amount of \$344,774.93
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. 2021-36 amending Chapter 26 Employee Recognition of the City of Grandview Personnel Policy Manual for retiring officer handgun 10-11
  - B. Resolution No. 2021-37 declaring certain real property surplus and authorizing lease of same to John R. Alba 12-23
  - C. Resolution No. 2021-38 adopting the Social Media Policy for Mayor and Councilmembers 24-29
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**

The City of Grandview SPECIAL Council Meeting scheduled for Monday, August 9, 2021 at 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://us06web.zoom.us/j/85996653728?pwd=TWY4aERXYVU5Tm50L0xXL0NHOUlvdz09>

Meeting ID: 859 9665 3728

Passcode: 949933

To join via phone: +1 253 215 8782

Meeting ID: 859 9665 3728

Passcode: 949933

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE MEETING MINUTES  
JULY 27, 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, Mike Everett, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmember Diana Jennings

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

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Social Media Policy for Mayor and Councilmembers**

At the July 13, 2021 C.O.W. meeting, City Administrator Arteaga recommended a policy be drafted for the City to establish the Mayor and Council's social media platform.

Staff presented a draft Social Medial Policy for Mayor and Councilmembers.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Ozuna, the C.O.W. moved the Social Media Policy for Mayor and Councilmembers to the to the August 9, 2021 special Council meeting for consideration.**

Roll Call Vote:

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

**B. Resolution amending Chapter 26 Employee Recognition of the City of Grandview Personnel Policy Manual for retiring officer handgun**

At the July 13, 2021 C.O.W. meeting, Police Chief Fuller presented a change to the City Personnel Policy Manual to mirror the union contract to allow for a non-union commissioned police officer (i.e., Police Chief and Assistant Police Chief) to be awarded their duty handgun upon retiring with 20 years of service. Council directed staff to prepare a Personnel Policy Manual amendment to Chapter 26 Employee Recognition to provide for a retiring officer handgun award for consideration at the July 27, 2021 C.O.W. meeting.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Everett, the C.O.W. moved a resolution amending Chapter 26 Employee Recognition of the City of Grandview Personnel Policy Manual for retiring officer handgun to the August 9, 2021 special Council meeting for consideration.**

Roll Call Vote:

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

**C. Resolution authorizing the Mayor to sign Amendment #2 to the Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update**

City Clerk Palacios explained that on February 25, 2020, Council approved Resolution No. 2020-8 authorizing the Mayor to sign a Professional Service Agreement with the Yakima Valley Conference of Governments (YVCOG) for the Shoreline Master Program Plan Update. The Mayor signed the Agreement on March 2, 2020. Chris Wickenhagen, YVCOG Executive Director, requested an amendment to the City's Professional Service Agreement to change the wording and dollar amount in Task 1 and Task 5 to enable collection of additional Department of Ecology grant funds. Department of Ecology's deadline for submittal is July 30, 2021.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign Amendment #2 to the Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update to the July 27, 2021 regular Council meeting for consideration.**

Roll Call Vote:

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

**D. Resolution declaring certain real property surplus and authorizing lease of same to John R. Alba**

City Administrator Arteaga explained that on July 12, 2011, the City entered into a ten (10) year lease of approximately five (5) acres of City owned property located adjacent to the Wastewater Treatment Plant to John R. Alba to operate a concrete, asphalt, dirt, wood and yard waste recycling business. The current lease agreement with Mr. Alba expires July 31, 2021. A new ten (10) year lease agreement was negotiated wherein Mr. Alba requested an additional five (5) acres for a total of ten (10) acres. The new monthly lease payment will be \$1,820.00 which was double the previous lease payment.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Diaz, the C.O.W. moved a resolution declaring certain real property surplus and authorizing lease of same to John R. Alba to the August 9, 2021 special Council meeting for consideration.**

Roll Call Vote:

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

**E. Transportation Improvement Board Applications: Wine Country Road & McCreadie Road Roundabout and West Fifth Street Resurfacing Improvements**

City Administrator Arteaga presented Transportation Improvement Board funding applications for the Wine Country Road & McCreadie Road Roundabout and West Fifth Street Resurfacing Improvements.

Discussion took place.

Following discussion, the C.O.W. concurred to submit the Transportation Improvement Board funding applications for the Wine Country Road & McCreadie Road Roundabout and West Fifth Street Resurfacing Improvements.

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Everett – No
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

5. **OTHER BUSINESS** – None

6. **ADJOURNMENT**

**On motion by Councilmember Souders, second by Councilmember Ozuna, the Committee-of-the-Whole meeting adjourned at 7:00 p.m.**

---

Mayor Gloria Mendoza

---

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
JULY 27, 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, Mike Everett, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: Councilmember Diana Jennings

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

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

**2. PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Moore led the pledge of allegiance.

**3. PRESENTATIONS – None**

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

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

- A. Minutes of the July 13, 2021 Committee-of-the-Whole meeting**
- B. Minutes of the July 13, 2021 Council meeting**
- C. Minutes of the July 20, 2021 Special Council meeting**
- D. Payroll Check Nos. 12269-12293 in the amount of \$96,831.63**
- E. Payroll Electronic Fund Transfers (EFT) Nos. 60591-60595 in the amount of \$89,433.94**
- F. Payroll Direct Deposit 07/01/21-07/15/21 in the amount of \$116,952.74**
- G. Claim Check Nos. 122412-122494 in the amount of \$351,714.92**

Roll Call Vote:

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

- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**6. ACTIVE AGENDA**

**A. Ordinance No. 2021-09 amending the definition of home occupation to include retail and wholesale sales**

This item was previously discussed at the July 13, 2021 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Ordinance No. 2021-09 amending the definition of home occupation to include retail and wholesale sales.**

Roll Call Vote:

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

**B. Resolution No. 2021-33 declaring a Police Department handgun as surplus and authorizing transfer to the retired police officer**

This item was previously discussed at the July 13, 2021 C.O.W. meeting.

**On motion by Councilmember Everett, second by Councilmember Moore, Council approved Resolution No. 2021-33 declaring a Police Department handgun as surplus and authorizing transfer to the retired police officer.**

Roll Call Vote:

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

**C. Resolution No. 2021-34 declaring a police firearm as surplus and authorizing the sale of said firearm to a federally licensed firearm dealer**

This item was previously discussed at the July 13, 2021 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Ozuna, Council approved Resolution No. 2021-34 declaring a police firearm as surplus and authorizing the sale of said firearm to a federally licensed firearm dealer.**



Roll Call Vote:

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

**D. Ordinance No. 2021-10 amending the 2021 Annual Budget**

This item was previously discussed at the July 13, 2021 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Ordinance No. 2021-10 amending the 2021 Annual Budget.**

Roll Call Vote:

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

**E. Resolution No. 2021-35 authorizing the Mayor to sign Amendment #2 to the Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update**

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

**On motion by Councilmember Everett, second by Councilmember Diaz, Council approved Resolution No. 2021-35 authorizing the Mayor to sign Amendment #2 to the Professional Service Agreement with the Yakima Valley Conference of Governments for the Shoreline Master Program Plan Update.**

Roll Call Vote:

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

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

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

Well #14 and Well #13 Motor Problems – City Administrator Arteaga explained that over the weekend, Well #14 and Well #13 were out of service due to motor problems. This caused water pressures to drop, however, reservoirs were closely monitored. Well #14 (Butternut Well) was back online with a replacement motor and producing approximately 1,800 gallons per minute. The estimated repair cost was approximately \$20,000. Well #13 (Willoughby Well) was still in the process of being repaired. The estimated repair cost was approximately \$60,000.

Sewer Trunk Main Improvements – City Administrator Arteaga explained that the contractor's current schedule to complete the Sewer Trunk Main improvements was July 28, 2021. Based on the lack of progress to date, the expected completion date would be sometime in September 2021. The City was exploring options to terminate the contract with C & R Tractor and Landscaping and finish the project with another contractor.

**9. MAYOR & COUNCILMEMBER REPORTS**

Economic Development Special Meeting – Councilmember Everett reported that a special meeting regarding Economic Development Planning would be held on Wednesday, July 28<sup>th</sup> at 6:00 p.m.

City Business Video – Councilmember Ozuna reported that a City video focused on business recruitment was in the process of being taped.

**10. ADJOURNMENT**

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

---

Mayor Gloria Mendoza

---

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
SPECIAL MEETING MINUTES  
JULY 28, 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.

Present in person: Mayor Mendoza and Councilmembers David Diaz, Mike Everett, Robert Ozuna and Joan Souders (arrived at 6:10 p.m.)

Present via teleconference: Councilmember Diana Jennings

Absent: Councilmembers Bill Moore (Mayor Pro Tem) and Javier Rodriguez

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

**2. ECONOMIC DEVELOPMENT PLANNING**

Councilmember Everett suggested that a committee of three councilmembers be formed to develop an economic development plan.

Discussion took place.

Councilmembers Everett, Diaz and Souders volunteered to be part of the committee.

**3. ADJOURNMENT**

The special Council meeting adjourned at 6:55 p.m.

---

Mayor Gloria Mendoza

---

Anita Palacios, City Clerk

**RESOLUTION NO. 2021-36**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING CHAPTER 26 EMPLOYEE RECOGNITION  
OF THE CITY OF GRANDVIEW PERSONNEL POLICY MANUAL FOR  
RETIRING OFFICER HANDGUN**

**WHEREAS**, a Memorandum of Agreement between the Teamsters Local No. 760 and the City of Grandview was approved in 2018 allowing commissioned union police officers retiring with 20 years of service to be awarded their duty handgun upon retirement;

**WHEREAS**, it has been determined by the City Council that non-union commissioned police officers such as the Police Chief and Assistant Police Chief should also be awarded their duty handgun upon retiring with 20 year of service;

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

Chapter 26 Employee Recognition of the City of Grandview Personnel Policy Manual is hereby amended to read as follows:

**Chapter 26  
EMPLOYEE RECOGNITION**

**26.01 Policy Statement.** The purpose of this policy is to provide for the recognition of employees and volunteers.

**26.02 Policy.** This policy shall apply to all departments of the city, employees and volunteers. The city and its various departments may provide awards and hold special events to recognize and acknowledge publicly the contribution of employees and volunteers to the successful conduct of the city's business. Recognition events may include any of the following elements:

- A. Public acknowledgment of excellence and/or achievement by elected officials or department heads.
- B. Presentation of individual awards such as certificates, plaques and other recognition mementoes.
- C. Recognition of group success and achievement.
- D. Meal and light refreshments whose purpose is to honor volunteers and/or employee service awards in recognition of exemplary service, notable achievements, i.e., course completion, length of service, outstanding safety performance, cost saving suggestions, exemplary service above and beyond the normal job requirements, and other achievements in support of the city's mission.

Such awards may be made by the Mayor upon recommendation by the City Administrator and should be a budgeted item in each department. The cost of individual awards shall not exceed \$100.00 each.

**26.03 Annual Employee Recognition Celebration**

The City may celebrate and recognizes employees for meritorious achievements, the previous year service efforts to the community, and individual employee's lengths of service at an annual event. The City may provide reasonable food and refreshments at the annual event.

**26.04 Retiring Officer Handgun**

This policy shall apply to commissioned police officers not covered under a current union bargaining agreement. A commissioned police officer in good standing who retires after 20 years of service may be allowed to keep a regular duty handgun that was assigned to the officer during that period.

The following elements shall apply:

- A. The value of the handgun shall not exceed Four Hundred Dollars (\$400.00). If the value of the handgun exceeds that amount, the retiring officer shall be given the option of reimbursing the City for the value in excess of \$400.00 in order to obtain the handgun.
- B. The Mayor shall be notified of any proposed award by a written request from the Police Chief. Upon written approval by the Mayor, the Police Chief shall prepare a Notice of Surplus Property to be presented to the City Council.
- C. An award of a handgun shall only include one handgun that was assigned to that officer. At the City's discretion, a handgun awarded to a retiring officer under this section may or may not be the actual handgun assigned to the officer at the time they retire.
- D. Any transfers shall comply with any state or federal laws applicable at that time.

**BE IT FURTHER RESOLVED** that all other sections of the City of Grandview Personnel Policy Manual shall remain in effect.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on August 9, 2021.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 2021-37**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
DECLARING CERTAIN REAL PROPERTY SURPLUS AND AUTHORIZING  
LEASE OF SAME TO JOHN R. ALBA**

**WHEREAS**, the City of Grandview owns approximately ten (10) acres of real property, more particularly set forth on the map attached hereto as Exhibit "A"; and

**WHEREAS**, the property is surplus to the needs of the City; and

**WHEREAS**, on July 12, 2011, the City entered into a ten year lease of approximately five (5) acres of the property to John R. Alba; and

**WHEREAS**, the City Council finds that it is in the best interest of the City to declare said additional five (5) acres of property surplus and authorize an additional ten (10) year lease of approximately ten (10) acres of said property to John R. Alba;

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

1. That the real property identified on the map attached hereto as Exhibit "A" and incorporated herein by this reference, is declared surplus to the needs of the City;
2. That it is in the best interest of the citizens of the City of Grandview to permit said property to be leased to a third party;
3. That the Mayor is hereby authorized to take all necessary and appropriate steps to lease said property in accordance with applicable federal, state and local laws, including executing all documents required to carry out the transfers.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on August 9, 2021.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

## LEASE

The parties hereto are the **City of Grandview**, Washington, a municipal corporation (hereinafter referred to as "Landlord"), and **John R. Alba** (hereinafter referred to as "Tenant").

FOR AND IN CONSIDERATION of the mutual covenants hereinafter contained, the parties agree as follows:

1. **LEASE.** Upon the terms and conditions hereinafter set forth, Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord that certain real property situated in the County of Yakima, State of Washington, consisting of ten (10) acres, more or less, and more specifically described on Exhibit "A" attached and hereinafter referred to as the "Property."

Tenant acknowledges that it has thoroughly examined the Property and accepts the same in its 'AS IS' condition, and except as otherwise set forth herein no representations, statements or warranties, expressed or implied, have been made by or on behalf of the Landlord as to the same.

2. **TERM.** The term of this lease shall be for a period of ten (10) years, commencing upon execution of this Lease agreement, and terminating ten (10) years from same date.
3. **RENT.** Rent during the first year of this lease shall be \$1,820.00 per month, plus leasehold tax (see 4 below) commencing the 1st day of August, 2021. Rent shall be paid on or before the first day of each month during the term of the lease and any renewal thereof.

The monthly rent during all years subsequent to the first year, and for each year should this lease be renewed, shall be adjusted in accordance with the following procedure. The Consumer Price Index for all Urban Wage Earners and Clerical Workers (CPI-W) (hereinafter called the "INDEX"), published by the Bureau of Labor and Statistics of the United States, Department of Labor shall be determined annually, on the anniversary date of this lease. If the INDEX is higher on the anniversary date than the INDEX as of the commencement date of the lease, then the annual rent for the year shall be increased by 100% of such increase in the INDEX with a maximum of 3%. If the INDEX is lower on the anniversary date than the INDEX as of the commencement date of the lease, then the annual rent for the year shall be decreased by 100% of such decrease in the INDEX. If publication of the INDEX shall be discontinued, the parties shall thereafter accept comparable statistics on the cost of living as they shall be computed and published by an agency of the United States or a responsible financial periodical of recognized authority selected by the Landlord.

4. **TAX.** In addition to the rent, the Tenant shall pay such leasehold excise tax or other taxes as shall have been or may be lawfully levied by the State of Washington and Yakima County, which leasehold excise tax or other tax may rise or fall as rentals increase or decrease, or as applicable laws may change. In the event Tenant fails to pay any required taxes, Landlord may pay such taxes and seek contribution from Tenant.
5. **LATE CHARGES.** There shall be assessed and the Tenant shall pay upon any installment of rent or portion thereof not paid by the due date set forth in paragraph 3 of this lease a late charge penalty equal to five percent (5%) of the amount of such rent or portion thereof (plus accrued late charge penalties, if any) due and payable. The amount of such late charge penalty shall be added to the amount due, and the total thereof shall be subject to a late charge for each succeeding month or fraction thereof in the amount of five percent (5%) of the total.
6. **GATE KEY AND COVERED LOADS.** Landlord will supply Tenant with a key to the gate. Tenant may keep the gate open to allow reasonable access to the Property during business hours, but shall ensure the gate remains closed at all other times. Tenant shall cover all loads as required by the Washington State Department of Transportation or other appropriate Federal, State, County and/or local agencies. Tenant shall be responsible for any damage to the gate and/or road resulting from trucks coming into or leaving the Property.
7. **USE.** Tenant may use the Property for purposes of operating a concrete, asphalt, dirt, wood and yard waste recycling business; storage of inventories of dirt, rock, asphalt and concrete; a rock crushing operation; asphalt production and concrete/cement production; and related activities. Tenant shall, at Tenant's expense, obtain and maintain all Federal, State, County and City permits and licenses necessary for Tenant's use of the Property prior to engaging in any such activities. Tenant shall not engage in any mining on the premises. Use of the Property for any other purpose without express written consent of the Landlord constitutes a breach of this lease.
8. **COMPLIANCE WITH ALL LAWS AND REGULATIONS.** In using the Property, Tenant will comply with all applicable laws, ordinances, and regulations from any and all authorities having jurisdiction. Tenant shall comply with Section 17.56.060 of the Grandview Municipal Code pertaining to storage of vehicles and materials. Tenant specifically agrees to comply and pay all costs associated with achieving such compliance without any notice from Landlord, and further agrees that Landlord does not waive this section by giving notice of demand for compliance in any instance.
9. **CLEARING AND GRADING.** Tenant shall perform at Tenant's own expense any clearing or grading of the Property required. Tenant shall submit clearing or grading plans, in writing, to the City of Grandview Public Works Director, for review and written approval, prior to commencing any such



work. Grading and clearing shall be done to such standards and on such grades as Landlord may require. Tenant shall secure any grading permit that may be required prior to commencement of any grading.

10. TRADE FIXTURES AND SIGNS. Tenant may install such equipment, fixtures, and signs in or upon the Property as Tenant deems desirable for the conduct of its activities, provided same complies with all applicable municipal regulations. Upon the termination of this lease, Tenant shall, at its expense, promptly remove all such equipment, fixtures, and signs and restore the Property to the same condition, reasonable wear and tear by ordinary use excepted, as the same were in prior to the installation of such equipment, fixtures, and signs; *provided* Tenant shall not have the right to remove such property of Tenant if Tenant is then in default under the terms of this lease. In the event Tenant fails to restore said Property, Tenant shall reimburse Landlord for the reasonable costs of such restoration immediately upon demand by Landlord.
11. EARLY TERMINATION. Either party may terminate this lease at any time upon twelve (12) months written notice to the other party without liability of any kind. This section operates independent from and in addition to those rights provided elsewhere in this lease
12. LIENS. Tenant shall not suffer or create any liens of any kind against the subject Property, but shall save Landlord harmless from liability for payment of liens of any kind.
13. ASSIGNMENT – SUBLETTING. Tenant may assign this lease to Alba Excavating, LLC, provided Tenant first executes a personal guarantee for all liabilities and indebtedness under this lease. Except as stated in this paragraph, Tenant shall not assign or transfer this lease, or any interest therein, or sublet all or any portion of the Property covered by this lease without Landlord's prior written approval. This lease shall not be assignable by operation of law. Landlord may assign this lease or any portion thereof, including the granting of a security interest in the lease.
14. WASTE – NUISANCE. Tenant shall not commit, permit, or suffer any waste, damage, or destruction of the subject Property, or any part thereof. Tenant also shall not commit a nuisance on the subject Property, or permit others to do so. Tenant shall employ all reasonable noise and dust abatement measures. If Landlord in its sole discretion deems these measures insufficient, Landlord may direct Tenant to enhance said noise and/or dust abatement efforts in compliance with all applicable laws and regulations. Tenant's failure to promptly comply shall constitute a breach of this lease.
15. INDEMNITY. Tenant shall defend, indemnify and hold Landlord harmless from any and all costs, claims or liability arising from (1) Tenant's use of the Property; (2) the conduct of Tenant's business operations or anything else done or permitted by Tenant to be done in or about the Property; (3) any

breach or default in the performance of Tenant's obligations under this lease; (4) any misrepresentation or breach of warranty by Tenant under this lease; or (5) other acts or omissions of Tenant. Tenant shall defend Landlord against any such costs, claims or liability at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse Landlord for any legal fees or costs incurred by Landlord in connection with any such claim. THE FOLLOWING WAIVER HAS BEEN SPECIFICALLY NEGOTIATED BY THE PARTIES: THE TENANT SPECIFICALLY WAIVES ANY IMMUNITY THAT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51, REVISED CODE OF WASHINGTON. FURTHER, THE INDEMNIFICATION OBLIGATIONS OF THE TENANT TO THE LANDLORD 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 THE WORKER'S COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER BENEFITS ACTS: PROVIDED THAT THE TENANT'S WAIVER OF IMMUNITY BY THIS PROVISION SHALL EXTEND ONLY TO CLAIMS AGAINST THE LANDLORD BY THE TENANT AND SHALL NOT INCLUDE OR EXTEND TO ANY CLAIMS BY TENANT'S EMPLOYEES DIRECTLY AGAINST TENANT.

16. INSURANCE AND WAIVER OF SUBROGATION. Tenant shall carry general liability coverage with a minimum limit of \$1,000,000, also naming Landlord as a co-insured. Tenant shall provide Landlord with copies of certificates of said policies, including an endorsement which states that the insurance shall not be canceled except after ten (10) days advance notice, in writing, to Landlord. Tenant shall see that all laborers are covered by Industrial Insurance in accordance with the laws of the State of Washington.

Landlord and Tenant 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 Landlord or Tenant, 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.

17. STORM WATER AND RUNOFF. Tenant's use of the property must comply with the Stormwater Management Manual for Eastern Washington, published by the Washington State Department of Ecology.
18. HAZARDOUS SUBSTANCES. Tenant shall not dispose of or otherwise allow the release of any hazardous substances, waste or materials in, on or under the Property, or any adjacent property, or in any improvements placed on the Property, except that Tenant may during the term of this lease bring onto and use on the Property those chemicals that are customarily used in connection with Tenant's business operations, to the extent and provided

that all such chemicals are used, placed, stored and disposed of in a manner which fully complies with all applicable federal, state or local statutes, regulations, rules or ordinances now or hereafter in effect, governing such matters. Tenant shall promptly comply with all statutes, regulations and ordinances, and with all orders, decrees or judgments of governmental authorities or courts having jurisdiction, relating to the use, collection, treatment, disposal, storage, control, removal or cleanup of hazardous substances, waste or materials in, on or under the Property or any adjacent property, or incorporated in any improvements thereon, at Tenant's sole expense.

- a. After notice to Tenant and a reasonable opportunity for Tenant to effect such compliance, (as determined by a qualified and experienced professional or agency, such as, but not limited to, the Washington State Department of Ecology), Landlord may, but is not obligated to, enter the Property and take such actions and incur such costs and expenses to effect such compliance as Landlord deems advisable to protect Landlord's interest in the Property; PROVIDED, however, that Landlord shall not be obligated to give Tenant notice and an opportunity to effect such compliance if (1) such delay might result in material adverse harm to Landlord or the Property, (2) Tenant has already had actual knowledge of the situation and a reasonable opportunity to effect such compliance, or (3) an emergency exists. Whether or not Tenant has actual knowledge of the release of hazardous substances, waste or materials on the Property as a result of Tenant's use of the Property, Tenant shall reimburse Landlord for the full amount of all costs and expenses incurred by Landlord in connection with such compliance activities, and such obligation shall continue even after the termination of this lease. Tenant shall notify Landlord immediately of any release of any hazardous substances, waste or materials on the Property and shall notify Landlord promptly upon learning of the release of any hazardous substances, waste or materials on any adjacent property.
- b. Tenant agrees to indemnify, defend and hold Landlord harmless against any and all losses, liabilities, suits, obligations, fines, damages, judgments, penalties, claims, charges, cleanup costs, remedial actions, costs and expenses (including, without limitation, attorney's fees and disbursements) which may be imposed on, incurred or paid by, or asserted against Landlord, or the Property by reason of, or in connection with, (1) any misrepresentation, breach of warranty or other default by Tenant under this lease; (2) the acts or omissions of Tenant, or any subtenants or other person for whom Tenant would otherwise be liable, resulting in the release of any hazardous substances, waste or materials; and (3) the cleanup of hazardous substances, waste or materials on the Property caused by Tenant or by its acts or omissions.

- c. Landlord shall indemnify and hold Tenant harmless from any claim, demand, damages, or penalties in connection with any hazardous waste, or any allegations of hazardous waste, brought by federal or state agencies resulting from the existence or discharge of hazardous waste at any time prior to the occupancy of the Property by Tenant.
19. SURRENDER OF PROPERTY. Tenant covenants and agrees that at the expiration of said term, or any sooner termination of this lease, Tenant will peaceably and quietly vacate and deliver up the Property to Landlord, its representatives or assigns. Tenant shall return the Property in like condition as it was at the beginning of the term, including with respect to the compliance of the Property with all applicable laws, regulations, and standards.
20. HOLDING OVER. If the Tenant holds over after the expiration or earlier termination of the term hereof without the express written consent of Landlord, Tenant shall become a tenant at sufferance only at a rental rate equal to one hundred-fifty percent (150%) of the rent in effect upon the date of such expiration (prorated on a daily basis), and otherwise subject to the terms, covenants, and conditions herein specified so far as applicable. Acceptance by Landlord of rent after such expiration or earlier termination shall not result in a renewal of this lease, nor affect Landlord's right of re-entry or any rights of Landlord hereunder or as otherwise provided by law. If Tenant fails to surrender the Property upon the expiration of this lease despite demand to do so by Landlord, Tenant shall indemnify and hold Landlord harmless from all loss or liability including, without limitation, any claim made by any succeeding tenant founded on or resulting from such failure to surrender and together with interest, attorney's fees, and costs.
21. CONDEMNATION. If the whole or any substantial part of the Property ("substantial" being defined as reasonably preventing or unreasonably interfering with the conduct of Tenant's activities) be taken or condemned by the competent authority, this lease shall terminate upon the date when possession of the Property so taken shall be acquired by such authority, and the rent shall be prorated as of the date of such termination. If less than a substantial part of the Property be taken or condemned by any competent authority, the rent shall be abated, proportionately in the same ratio that the part of the Property taken or condemned bears to the whole Property, from the date when possession of that part of the Property so taken shall be acquired by such authority. Landlord shall be entitled to the full amount of any condemnation award for the leased Property, and Tenant hereby expressly waives any right or claim to any part thereof as damages or otherwise and any right or claim against Landlord as a result of such taking or condemnation. Tenant shall have the right to claim and recover from the condemning authority such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's activities by reason of the condemnation and on account of any cost or loss which Tenant might sustain.

22. REMEDIES. Time is of the essence in this lease. In the event the Tenant fails to pay any installment of rent when it becomes due, or in the event the Tenant does not comply with any other covenant, term or condition of this lease, the Landlord may, in addition to any other remedy authorized by law, forfeit this lease. PROVIDED, however, the Landlord shall give Tenant written notice specifying the breach claimed and give Tenant:
- a. Fifteen (15) days to remedy the breach if it involves failure to pay any installment of rent or portion thereof; or
  - b. Ten (10) days to quit the property if the breach involves the Tenant committing or permitting waste upon the Property; setting up or carrying on any unlawful business or activity on the Property; or erecting, suffering, permitting or maintaining any nuisance on the Property; or
  - c. Thirty (30) days to remedy the breach if it involves failure or neglect of the Tenant to keep or perform any other covenant, term or condition of the lease.

If the Tenant remedies the breach within the time specified, the lease shall be reinstated thereupon without further action on the part of the Landlord. Otherwise, the Tenant agrees to quit and deliver up the Property to the Landlord peaceably and quietly. Landlord shall grant Tenant a reasonable time to remove his machinery and inventory from the Property, not to exceed twelve (12) months.

In the event this lease is terminated by reason of the default of Tenant, the liability of Tenant for any rent or other charges shall not be extinguished for the balance of the term of this lease; Tenant shall make good to Landlord any deficiency arising from a reentry and reletting of the leased property at lesser rents and other charges than herein provided. Tenant shall pay any such deficiencies at the end of the year in which the deficiency arises. Landlord may relet the Property on such terms as may seem advisable and for a term expiring either before or after the expiration date of this lease.

The remedies provided in this Section 22 for Landlord shall be in addition to, and not to the exclusion of, any other remedies provided by law, and election to proceed in the above manner shall not constitute an election of remedies, it being the express intention of the parties that all of the Landlord's remedies are cumulative.

23. OPTION TO RENEW. If Tenant is not in default in performing any of Tenant's obligations under this lease, Tenant shall have and is hereby granted an option to renew this lease for an additional term of ten (10) years upon the same provisions, covenants, and conditions contained herein except the amount of the annual rent, such additional term to begin on the

expiration of the term of this lease. Said option shall be exercised by Tenant giving Landlord written notice thereof at least three hundred sixty five (365) days prior to the expiration of the term of this lease and not otherwise. Annual rent will be determined in accordance with section 3 of this lease.

24. ATTORNEY FEES. In the event of any litigation arising out of this lease, the prevailing party shall be entitled to reasonable attorney fees in addition to other costs and disbursements allowed by law. Venue of any action shall lie in the Superior Court of Yakima County, Washington.
25. BINDING EFFECT. The lease, and all terms and conditions and covenants thereof, shall be binding upon and shall inure to the benefit of the parties, their assigns and successors in interest.
26. NOTICES. All notices to be given by the parties are to be in writing and may be either served personally or may be deposited in the United States mail, postage prepaid, either registered or certified mail, with certificate of mailing obtained, and shall be given to the address of the parties set forth above, or as the same may be changed from time to time by written notice to the other party. The effective date of the giving of the notice or the date from which any time period shall run shall be the day the notice is deposited in the United States mail, or the date notice is personally served.
28. NON-WAIVER. It is hereby agreed that no waiver of any condition or covenant in this lease or any breach thereof, shall be taken to constitute waiver of any subsequent breach.
29. INTERPRETATION. The section headings used herein are for identification purposes only and shall not be construed as modifying or limiting the actual language and contents of the sections themselves.
30. LIMITATION ON LANDLORD'S LIABILITY. Landlord shall not be liable for damages suffered by Tenant from a breach of Landlord's duties under this lease, if Landlord's breach was due to causes beyond its control and without its fault or negligence, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, droughts, and strikes.
31. RISK OF LOSS. The risk of loss for all property of any kind on the Property shall be Tenant's, and Landlord shall not be liable for the same.
32. CONSTRUCTION. (a) This lease shall be construed and governed by the laws of the State of Washington; (b) the invalidity or unenforceability of any provision hereof shall not affect or impair any other provision hereof; (c) this lease constitutes the entire agreement of the parties and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof; (d) this lease may not be modified or amended except by written agreement signed and acknowledged by both parties; (e) if there is more than one tenant, the obligations hereunder imposed upon Tenant shall

be joint and several; (f) time is of the essence of this lease in each and every provision hereof; and (g) nothing contained herein shall create the relationship of principal and agent or of partnership or of joint venture between the parties hereto and no provisions contained herein shall be deemed to create any relationship other than that of Landlord and Tenant.

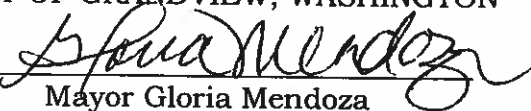
In the event of a dispute as to any of the terms or conditions herein contained, the parties agree that said dispute shall be determined under the Local Rules of Mandatory Arbitration as set forth by the Superior Court of the State of Washington in and for Yakima County, Washington. The cost of such arbitration will be shared equally by the Landlord and Tenant. The prevailing party shall be entitled to their reasonable attorney fees and costs incurred in such arbitration, provided that such costs shall not include that party's share in the cost of arbitration.

33. COUNTERPARTS AND EXECUTION BY FACSIMILE. This lease may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed copy of this lease by facsimile, telecopy, telex or other means of electronic communication producing a printed copy will be deemed to be an execution and delivery of this lease on the date of such communication by the party so delivering such a copy.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**LANDLORD:**

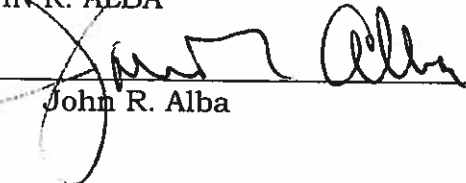
CITY OF GRANDVIEW, WASHINGTON

By   
Mayor Gloria Mendoza

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

**TENANT:**

JOHN R. ALBA

By   
John R. Alba

STATE OF WASHINGTON )

ss:

COUNTY OF YAKIMA )

On this day personally appeared before me **GLORIA MENDOZA** and **ANITA PALACIOS**, known to me to be the Mayor and City Clerk (respectively) of the City of Grandview, Washington, a municipal corporation, who executed the above and forging instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and seal hereto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
Washington, residing at \_\_\_\_\_.  
My commission expires: \_\_\_\_\_

STATE OF WASHINGTON)

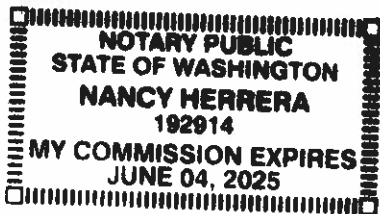
ss:

COUNTY OF YAKIMA )

On this 22 day of July, 2021, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared **JOHN R. ALBA**, the individual that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed, for the uses and purposes therein mentioned in this instrument.

WITNESS my hand and official seal hereto affixed the day and year first above written.

*Nancy Herrera*  
NOTARY PUBLIC in and for the State of  
Washington, residing at Grandview.  
My commission expires: June 4, 2025





**EXHIBIT "A"**



**2,807.10 Feet**  
**10.48 Acres**

**RESOLUTION NO. 2021-38**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ADOPTING THE SOCIAL MEDIA POLICY FOR MAYOR AND COUNCILMEMBERS**

**WHEREAS**, the City of Grandview uses various tools to share information and communicate with the public, stakeholders, partners and the media; and

**WHEREAS**, social media platforms offer a way to deliver public information and customer service to constituents; and

**WHEREAS**, the addition of social media tools gives citizens another means to interact with their government officials; and

**WHEREAS**, the City Council encourages the use of social media to further the goals of the City and the missions of its departments when appropriate;

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

The Social Media Policy for Mayor and Councilmembers is hereby adopted in the form as is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on August 9, 2021.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



**City of Grandview**  
**Social Media Policy for Mayor and/or Councilmembers**

**REFERENCES**

RCW 40.14, Public Documents, Records and Publications; RCW 41.06.250, Political Activities; RCW 42.17.130, Use of Public Office; RCW 42.17.190, Legislative Activities; RCW 42.30, Open Public Meetings Act; RCW 42.56, Public Records Act.

**SUMMARY**

This policy outlines the roles, responsibilities, and best practice recommendations for the use of social media by the Mayor and/or Councilmembers in their capacity as elected officials. The City is committed to open and progressive communications between elected officials and constituents within the limits of the law. To the extent possible, all forms of communication will be embraced and all online technologies are eligible for consideration.

**DEFINITIONS**

“Social media” is defined here as the use of third-party hosted online technologies that facilitate social interactions and dialogue. These online technologies are operated by non-city hosted services and are used by the Mayor and/or Councilmembers to communicate with the public. Such third-party hosted services/tools may include, but are not limited to FaceBook, Twitter, Instagram, YouTube, TikTok, etc.

These guidelines apply to any social media site or tool used by the Mayor and/or Councilmembers in their official capacity to communicate with constituents or the general public. **It is the Mayor and/or Councilmember’s responsibility to ensure compliance with this policy.**

**GENERAL POLICY**

While social media, with its use of popular abbreviations and shorthand, does not adhere to standard conventions of correspondence, the content and tenor of online conversations, discussions, and information posts should model the same professional behavior displayed during Council meetings and community events.

Social media are not to be used as mechanisms for conducting official City business other than to informally communicate with the public. Examples of business that may not be conducted through social media include making policy decisions, official public noticing, and discussing items of legal or fiscal significance that have not previously been released

to the public. Mayor and/or Councilmembers' social media site(s) should contain links directing users back to the City's official website for in-depth information, forms, documents, or online services necessary to conduct official City business.

At the discretion of the Mayor or City Administrator, social media applications, tools, or sites may be limited or banned if they are not or cannot be used in compliance with this policy.

### **ETHICS AND ELECTIONS RULES COMPLIANCE**

All content posted on the Mayor and/or Councilmember's social media sites shall comply with Washington State law regulating elected officials.

No content that promotes or advertises commercial services, entities, or products may be posted.

The Mayor and/or Councilmembers shall not post comments or links to any content that endorses or opposes political candidates or ballot propositions, including links to a Mayor and/or Councilmember's campaign sites (RCW 41.06.250; RCW 42.17.130; RCW 42.17.190).

### **RECORDS RETENTION ACT COMPLIANCE**

State and local records retention laws and schedules apply to social media content. All social media content with retention value must be maintained for the required retention period on a City server in an easily accessible format that preserves the integrity of the original record to the extent possible. Prior approval of the retention format and procedures for each social media tool being used must be received from the City Clerk. It is the responsibility of the Mayor and/or Councilmember to maintain current, approved retention procedures and to ensure that those procedures are followed.

As with any correspondence sent in his or her capacity as the Mayor and/or Councilmember, the Mayor and/or Councilmember postings to social media sites maintained by others must be retained by the posting Mayor and/or Councilmember. Printouts of postings to others' sites may suffice for retention purposes. The Mayor and/or Councilmembers should consult with the City Clerk for the applicable retention schedule and method.

### **PUBLIC RECORDS ACT COMPLIANCE**

Any content maintained in a social media format, i.e., FaceBook, Twitter, Instagram, YouTube, TikTok, etc., that is related to City business, including communication between the Mayor and/or Councilmember and constituents or the general public, and a site's listing of "friends" or "followers," may be considered a public record subject to disclosure under the Washington State Public Records Act.

Any social media tools used should clearly state that all content submitted by members of the public is potentially subject to public disclosure pursuant to the Public Records Act RCW 42.56. If it is not possible to display this notice prominently on the site, Mayor and/or Councilmembers must notify users by including a link from the site to the Public Records Notice set out in **Exhibit A**, notify new users via response to posts, and/or periodically notify existing users via broadcast message.

Under the Washington State Public Records Act, the City Clerk is responsible for responding accurately and completely to any public records request, including a request for public records on social media maintained by the Mayor and/or Councilmembers. Therefore, it is critical that records have been retained according to approved procedures.

Users and visitors to social media sites shall be notified that public disclosure requests must be directed to the City Clerk.

### **OPEN PUBLIC MEETINGS ACT COMPLIANCE**

Communication between Mayor and/or Councilmembers via social media, as with telephone and email, may constitute a "meeting") under the Open Public Meetings Act. For this reason, **Mayor and/or Councilmembers are strongly discouraged from "friending" other Mayor and/or Councilmembers.**

In addition, receiving or making comments regarding quasi-judicial matters via social media may violate the Council rules for quasi-judicial proceedings. To avoid receiving any constituent comments on quasi-judicial matters that may violate the Appearance of Fairness Doctrine, Mayor and/or Councilmembers are strongly encouraged to maintain social media sites with settings that can restrict users' ability to post content.

### **CONTENT GUIDELINES**

Users of social media sites who submit comments should be clearly notified that the intended purpose of the site is to serve as a mechanism for informal communication between Mayor and/or Councilmembers and the public regarding the topics discussed. If the public is allowed to post comments to a Councilmember's site, the Use Policy set out in **Exhibit B** must be displayed or made available by hyperlink. Any content removed in compliance with the Use Policy must be retained, including the time, date, and identity of the poster when available (see above "Records Retention Act Compliance" section).

To avoid any concern regarding the content submitted to social media sites, the Mayor and/or Councilmembers are strongly encouraged to maintain social media sites with settings that can restrict users' ability to comment.

### **EQUAL ACCESS**

Sites requiring membership or subscription should be avoided. When posting information or soliciting feedback on such a site, always provide an alternate source for the same

information or mechanism for feedback on the City's public website, so that those who are not members of the social media site may have equal access. Sites should use the most open settings possible to allow the public to view content without requiring membership or login.

## **APPENDIX**

### **General Approach**

- Maintain data online as long as possible.
- Use retention processes and tools approved by the City Clerk.
- Maintain current documentation of the approved method and schedule for preserving social media content.
- Ideally this process will store data in searchable electronic formats and will store information about transmissions, subscribers, and other metadata associated with the site.
- Maintain original appearance and layout when needed to capture contextual relevance.
- Maintain separate usernames and passwords for all sites to minimize the potential for cross-site hacks and malicious mischief.
- Keep site content relevant with the site identity.
- Consistently monitor activity and posts. Avoid stale or outdated information, respond to questions or responses, quickly remove inappropriate or spam content
- Notify visitors that correspondence conducted by way of the Mayor and/or Councilmember's social media sites will be considered public records and may be released per RCW 42.56.
- Notify visitors that the Mayor and/or Councilmember's social media sites are not intended to be used to conduct official City business, and any public records request must be made with the City Clerk.

### **Special Notes About Text Messaging and Cellular Phones**

Regardless of whether the device used is paid or reimbursed by public funds, business conducted in the official capacity as the Mayor and/or Councilmember is a public record. Care should be taken to ensure that records created are maintained and can be provided if requested. Know your device's capabilities and devise a strategy for archiving texts, call logs, and other communications.

Use of electronic devices during Council meetings is discouraged. At the discretion of the Mayor, certain types of devices or use may be banned or limited.

### **Blog Use Policy**

The Mayor and/or Councilmembers are strongly encouraged to limit the use of blogs when communicating with constituents and/or the general public.

### **Video Posts**

Videos posted by the Mayor and/or Councilmembers are likely to be of historical interest and archival value, as well as being public records. Consult with the City Clerk regarding storage method and format of these videos so that they can be provided in response to public records requests. Because screen capture will not include dynamic content, keep a record of which videos were posted, including dates and host site.

### **Exhibit A – Public Records Notice**

"All comments or other content posted to this site may be considered public records subject to public disclosure under the Washington State Public Records Act (RCW 42.56)."

### **Exhibit B – Use Policy**

"The following content will be removed from this site: (1) comments not related to the topics for discussion; (2) comments in support of or opposition to political campaigns or ballot measures; (3) profane language; (4) discriminatory comments; (5) solicitations of commerce; (6) sexual content or links to sexual content; (7) encouragement of illegal activity; (8) information that may tend to compromise the safety or security of the public; and (9) content that violates a legal ownership interest of any party."