

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, OCTOBER 11, 2016**



REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PRESENTATIONS**
 - A. Swim Pool Improvements Update – Justin Bellamy w/HLA Engineering 1
- 4. PUBLIC COMMENT** – The public may address the Council on items on the agenda.
- 5. CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the September 27, 2016 Committee-of-the-Whole meeting 2-4
 - B. Minutes of the September 27, 2016 Council meeting 5-10
 - C. Minutes of the October 4, 2016 Special Council meeting – Budget 11-25
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 5637-5642 in the amount of \$83,902.78
 - E. Payroll Check Nos. 9143-9181 in the amount of \$26,423.83
 - F. Payroll Direct Deposit 09/16/16 – 09/30/16 in the amount of \$96,803.20
 - G. Claim Check Nos. 111408-111520 in the amount of \$237,720.77
- 6. ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Ordinance No. 2016-20 amending Grandview Municipal Code Chapter 15.54 International Property Maintenance Code to adopt the 2015 Edition of the International Property Maintenance Code 26-37
 - B. Resolution No. 2016-41 accepting the Old Inland Empire Highway DWSRF Water System Improvements as complete 38
 - C. Resolution No. 2016-42 authorizing the Mayor to enter into a Representation and Fee Agreement for attorney services with the law firm of Menke Jackson Beyer, LLP 39-43
- 7. UNFINISHED AND NEW BUSINESS**
- 8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 9. MAYOR & COUNCILMEMBER MEETING REPORTS**
- 10. ADJOURNMENT**

From: Justin Bellamy [<mailto:jbellamy@hlacivil.com>]
Sent: Monday, September 19, 2016 11:09 AM
To: Mike Carpenter <mcarp@grandview.wa.us>; Cus Arteaga <carteaga@grandview.wa.us>
Subject: Grandview Pool Improvements - Miscellaneous Revisions

Mike/Cus:

As a follow-up to our meeting last Monday, the following is a summary of the project cost-savings revisions we discussed for the Phase 2 Pool Improvements:

- City forces will complete all demolition work possible (fence, existing lights, existing drain, etc.). City will assist with installation of pipe sleeves for new utilities (water, drain, and electrical) to avoid digging under new fencing and mow strips.
- Double swing gates will be used for site access instead of slide gates. Following our meeting the City confirmed that 12'-0" wide gates will be adequate.
- We discussed removal of the concrete mow strips from the project. The City would like to keep the mow strips for maintenance purposes. HLA will confirm with fencing contractors, but installing mow strip by fencing contractor prior to chain link fabric installation will likely be the most economical.
- Vinyl coated fencing materials will be bid as an alternate to standard galvanized chain link materials.
- The pre-sloped trench drain at the sidewalk/deck edge will be replaced with a more economical flat-bottomed drain. Additional drain pipe connections will be necessary. The grating is removable, so City can still flush/clean out the drain as needed.
- The City confirmed there is at least 10" of water in the pool overflow trough at all times, so the over-the-deck intake sump can be eliminated and circulation water can be withdrawn directly from the trough. The slide will be moved back as close to the pool edge as possible to avoid an obstruction during swim meets/lap swimming. This will require additional deck material to be cut at the slide flume locations so that the slide can still enter below the water surface. City forces will install the slide structure with assistance from the manufacturer. The City confirmed they have storage space available to preorder the slide structure for installation in the spring of 2017.
- The requirement for spare site lighting fixtures will be removed from the specifications. Exposed aggregate finish will be removed from the light pole base details to allow for precast pole bases to be installed.

If you have any questions, or if there are any items we discussed that I missed, please let me know.

Thank you,

Justin Bellamy, PE
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Yakima, WA 98902
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**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING MINUTES
SEPTEMBER 27, 2016**

1. CALL TO ORDER

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

2. ROLL CALL

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald and Bill Moore. Councilmember Gloria Mendoza arrived at 6:05 p.m. Councilmember Joan Souders arrived at 6:07 p.m. Excused from the meeting was Councilmember Javier Rodriguez.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, WWTP Superintendent Dave Lorenz, Code Enforcement Officer Cory Taylor and City Clerk Anita Palacios.

3. CITIZEN PARTICIPATION – None

4. NEW BUSINESS

A. Old Inland Empire Highway DWSRF Water System Improvements Project Acceptance

City Administrator Arteaga explained that Culbert Construction, Inc., completed the construction of the Old Inland Empire Highway DWSRF water system improvements. Staff recommended Council accept the project as complete once the requirements in the September 20, 2016 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Councilmember Brewer requested details on the force account summary in the amount of \$46,000. Staff would provide an explanation prior to Council consideration.

On motion by Councilmember Moore, second by Councilmember Mendoza, the C.O.W. moved the Old Inland Empire Highway DWSRF water system improvements project acceptance to a regular Council meeting agenda for consideration.

B. City Attorney Representation & Fee Agreement

City Administrator Arteaga explained that the City's representation and fee agreement for attorney services with the Law Firm of Menke Jackson Beyer, LLP, expires at the end of 2016.

City Attorney Plant identified in a letter dated September 22, 2016 that under the existing contract, his firm was paid a flat fee of \$4,000 per month for general counsel services, including assistance with public records act issues. This number originated with an estimate of 20 hours per month at \$200/hour. The amount paid by the City does not change regardless of whether my office expends more or less than 20 hours in a given month. There was no charge for travel time to and from Council meetings. Non-general counsel services were charged at an hourly

rate. Over the years, he strived to minimize the number of non-general counsel services. To the best of his recollection, there were only two matters which were billed as other than general counsel services. He noted that the largest factor influencing the monthly fluctuation in hours was the number and complexity of public records requests received by the City and referred to his office for review. In 2016, he helped the City respond to 49 public records requests. The system his office has in place for efficiently processing public records requests was unique and in some cases takes a considerable burden off of staff. He proposed a new contract under substantially the same terms as the existing contract.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Everett, the C.O.W. moved the City Attorney Representation and Fee Agreement to a regular Council meeting agenda for consideration.

C. 2015 International Property Maintenance Code

At the September 13, 2016 C.O.W. meeting, a question was posed regarding staff's recommendation to include an exception for height of weeds in excess of 24 inches for two acre parcels in Section 302.4 of the Property Maintenance Code.

City Administrator Arteaga explained that the exception was to exempt the larger parcels of land from the maximum vegetation height of 12 inches for the following reasons:

- It was costly for the property owners to transport the mowing equipment. Several of the large lots were owned by people that do not live in the area.
- At 24 inch vegetation heights, most of the lots would not be considered as a fire hazard. Due to the fact that if a fire started it would not likely spread to adjoining properties or cause damage to adjoining properties. In addition, dry grasses and brush piles that were fire hazards regardless of height would be cited as such under GMC 8.24.020(B)(4) which states: "The existence of any accumulation of materials or objects in a location when the same endangers property or safety or constitutes a fire hazard is a class "A" nuisance."
- In areas that allow livestock, it would not be feasible to limit pastures at a 12 inch height and pastures were not likely to exceed 24 inches.

Maps identifying parcels that would be impacted if the exception was not included in the code were distributed.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember McDonald, the C.O.W. moved the 2015 International Property Maintenance Code with the exception to a regular Council meeting for consideration.

Councilmember Brewer voted in opposition.

D. Letter of Support Request – Habitat for Humanity

Isabel Garcia, Executive Director with the Yakima Valley Partners Habitat for Humanity, requested a letter of support from the City of Grandview for Habitat's grant application to the Yakima County HOME Consortium to build safe, affordable homes in the City. The grant application proposed to build five single family homes on Parcel Nos. 230914-32454, 32455, 32456 and 32462 located on Grant Court and Parcel No. 230923-14400 located on Birch Street.

Discussion took place.

The C.O.W. concurred for the Mayor to send a letter of support to the Yakima Valley Partners Habitat for Humanity for the Grandview Homes Development project.

5. OTHER BUSINESS – None

6. ADJOURNMENT

The study session adjourned at 6:55 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

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**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
SEPTEMBER 27, 2016**

1. CALL TO ORDER

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

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Gloria Mendoza, Bill Moore and Joan Souders. Excused from the meeting was Councilmember Javier Rodriguez.

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

2. PLEDGE OF ALLEGIANCE

Councilmember McDonald led the pledge of allegiance.

3. PRESENTATIONS – None

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

On motion by Councilmember Everett, second by Councilmember McDonald, Council agreed to move the following items from the Active Agenda to the Consent Agenda:

- Ordinance No. 2016-16 amending GMC Chapter 15.04 Building Code to adopt the 2015 Edition of the International Building Code
- Ordinance No. 2016-17 amending GMC Chapter 15.08 Plumbing Code to adopt the 2015 Edition of the Uniform Plumbing Code
- Ordinance No. 2016-18 amending GMC Chapter 15.12 Mechanical Code to adopt the 2015 Edition of the International Mechanical Code and International Fuel Gas Code
- Ordinance No. 2016-19 amending GMC Chapter 15.52 Energy Code to adopt the 2015 Edition of the International Energy Conservation Code

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

- A. Minutes of the September 13, 2016 Committee-of-the-Whole meeting
- B. Minutes of the September 13 2016 Council meeting
- C. Minutes of the September 20, 2016 Special Council meeting – Budget
- D. Payroll Electronic Fund Transfers (EFT) Nos. 5628-5632 in the amount of \$79,472.72
- E. Payroll Check Nos. 9124-9142 in the amount of \$84,197.65
- F. Payroll Direct Deposit 09/01/16 – 09/15/16 in the amount of \$96,290.01
- G. Claim Check Nos. 111301-111407 in the amount of \$355,880.55
- H. Resolution No. 2016-37 declaring certain City property as surplus and authorizing disposal by public auction, sale or trade (City Hall copier)

- I. **Ordinance No. 2016-16 amending GMC Chapter 15.04 Building Code to adopt the 2015 Edition of the International Building Code**
- J. **Ordinance No. 2016-17 amending GMC Chapter 15.08 Plumbing Code to adopt the 2015 Edition of the Uniform Plumbing Code**
- K. **Ordinance No. 2016-18 amending GMC Chapter 15.12 Mechanical Code to adopt the 2015 Edition of the International Mechanical Code and International Fuel Gas Code**
- L. **Ordinance No. 2016-19 amending GMC Chapter 15.52 Energy Code to adopt the 2015 Edition of the International Energy Conservation Code**

6. **ACTIVE AGENDA**

- A. **Resolution No. 2016-40 approving a Memorandum of Understanding by and between the City of Grandview and Port of Grandview**

Present on behalf of the Port of Grandview was Commissioner Jim Sewell.

This item was previously discussed at the September 13, 2016 C.O.W. meeting.

Council discussed with Commissioner Sewell the continued partnership between the City and Port to attract commercial and industrial businesses and support economic development.

On motion by Councilmember Brewer, second by Councilmember Souders, Council approved Resolution No. 2016-40 approving a Memorandum of Understanding by and between the City of Grandview and Port of Grandview.

- B. **Resolution No. 2016-39 authorizing the Mayor to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students**

This item was previously discussed at the September 13, 2016 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Brewer, Council approved Resolution No. 2016-39 authorizing the Mayor to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students.

- C. **Ordinance No. 2016-15 amending the 2016 Annual Budget (Bulletproof Vests)**

This item was previously discussed at the September 13, 2016 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember McDonald, Council approved Ordinance No. 2016-15 amending the 2016 Annual Budget.

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

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8. CITY ADMINISTRATOR AND/OR STAFF REPORTS

2017 Preliminary Budget Special Meeting – A special budget meeting was scheduled for Tuesday, October 4, 2016 at 6:00 p.m., to discuss Parks and Recreation Department and Library staffing levels.

Pedestrian and Bicycle Program & Safe Routes to School Applications – City Administrator Arteaga explained that in May 2016, the City applied for funding through the Washington State Department of Transportation Pedestrian and Bicycle Program and Safe Routes to School. The application to the Pedestrian and Bicycle Program was for Larson Street sidewalk improvements. The application to the Safe Routes to School was for Elm Street/Fir Street sidewalk improvements. A representative from the WSDOT met with staff last week to perform a project site visit. Notification of funding award was expected in September 2017 with construction in 2018.

Critical Area Report – City Administrator Arteaga provided a memorandum as a follow-up to the questions which were asked at the September 13, 2016 Council meeting by Councilmember Brewer, regarding Parcel Nos. 230924-12016, 12017 and 12018 owned by Maria Gloria Mendoza, a copy of which is attached hereto and incorporated herein as part of these minutes.

Due to the property in question being personal property of Councilmember Mendoza, she recused herself from the meeting at 7:55 p.m.

Discussion took place.

9. MAYOR & COUNCILMEMBER MEETING REPORT – None

10. ADJOURNMENT

On motion by Councilmember Souders, second by Councilmember McDonald, Council adjourned the meeting at 8:35 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk



Memorandum

To: Mayor and Council

From: Cus Arteaga, City Administrator/Public Works Director

Date: September 14, 2016

Re: Critical Area Report

Please consider this memorandum as a follow-up to the questions which were asked at the September 13, 2016 Council meeting by Councilmember Brewer, regarding Parcel Nos. 230924-12016, 12017 and 12018 owned by Maria Gloria Mendoza.

The information requested was as follows:

- Who approves building permits?
- Who approves work around critical areas within the City limits?
- Who approves new driveway approaches within the City limits?
- Why was approval given to Parcel Nos. 230924-12016, 12017 and 12018 without mitigating the wetland?
- Who owns the stream that crosses through Parcel Nos. 230924-12018 and 13012? (Parcel No. 230924-13012 is owned by the City of Grandview)

Building Permits: GMC 15.04.015 Officer designated, states that the City of Grandview Code Enforcement Officer is designated to exercise the process as specified in the chapter.

Critical Areas: GMC 18.04.050 (A) Designation of Responsible Official states that for proposals for which the City is the lead agency, the responsible official shall be the Public Works Director.

Wetland Definition: GMC 18.20.425 defines wetlands as “that area inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. However, wetlands may include those artificial wetlands specifically intentionally created from non-wetland areas to mitigate conversion of wetlands.”

Commercial Driveways: GMC 12.08 states that the Public Works Director approves all street, curbs and driveways which shall be done in accordance with the City of Grandview Construction Standards.

Development of Parcel Nos. 230924-12016, 12017 and 12018: Ms. Gloria Mendoza purchased the three parcels from Mr. Terry Ingham during the summer of 2016. As part of the property purchase, she completed her due diligence by investigating all potential problems, such as financial liens on the property and/or any environmental regulations that could prevent her from utilizing the property as she prepared to develop the area.

At the September 13th Council meeting, Councilmember Brewer stated that according to his research and information he obtained from Yakima County, Parcel No. 230924-12018 had a "potential wetland" designation. During the discussion, I stated that I wasn't aware of any identified "wetland" on this parcel. In fact, during the early 2000's, Michelle Vasquez with the Department of Ecology visited Grandview as part of the GMA Planning and she determined that this area was not a natural wetland, but a nonregulated, artificial wetland, therefore the City did not need to comply with any of the wetland regulations.

Yakima County does have this parcel marked as a "Potential Wetland" based on aerial photography and GIS mapping. The area in question is not regulated by any regulatory agency other than the City of Grandview. In addition, Parcel No. 230924-13012 is also listed as a "Potential Wetland" on the Yakima County GIS and this parcel is owned by the City which was developed as part of our east entrance project. We have landscaped the area, placed an entrance sign and planted trees which completely improved this area. During the expansion of this area, the City was not required to follow any special regulatory provisions even though the parcel was marked as a "potential wetland" because the City determined it a nonregulated, artificial wetland caused by the result in leakage or seepage of the irrigation system as is Parcel No. 230924-12018.

In my opinion as the Administrative Official of Critical Areas within the City of Grandview, I find that the three parcels in question owned by Ms. Mendoza and the parcel owned by the City are not in violation of any City and/or State wetland regulations. In consultation with the Yakima County Planning Department Environmental and Natural Resources Section and as the Administrative Official of Critical Areas for the City, the potential wetlands on Parcel Nos. 230924-12018 and 13012 have been removed.

In addition, the business activity in question is in compliance with GMC Title 17 Zoning.

Ownership of the stream that crosses through Parcel Nos. 230924-12018 and 13012: Yakima County has this stream classified as an "Undetermined Stream". This undetermined stream is shown on the attached map (highlighted yellow) and flows into the SVID lateral. Ms. Mendoza followed due process and contacted the City, Sunnyside Valley Irrigation District and the SVID Drainage and Irrigation Department to determine ownership of the stream and obtain approval to either eliminate and/or pipe that section of the open stream

that had not already been piped. Neither the City nor SVID claimed ownership of the undetermined stream. However, Ms. Mendoza chose to accept my recommendation to pipe that section of the open stream in order to reduce any impacts to the users to the north of Interstate 82. She chose to be a good neighbor and invested her own money to pipe an "undetermined" stream for the betterment of the community.

In closing, this report was completed by contacting the following agencies in order to assure and guarantee to Council that staff did take the appropriate steps in reviewing the improvements to the parcels in question:

- Contacted HLA Engineering requesting a review of the title report for any potential easements regarding the "undetermined stream". None were found other than the blanket statement from SVID included on all title reports.
- Contacted Yakima County Planning Department Environmental and Natural Resources Section for clarification on the potential wetland identification.
- Contacted YVCOG Planner for clarification on Critical Area Ordinance wording.
- Contacted the Department of Ecology and Department of Health in order to follow-up with Michelle Vasquez regarding her site visit to Grandview when she reviewed the parcels in question in early 2000. She has retired and no longer working for either.
- Contacted SVID Engineer Ron Cowan to verify the "undetermined stream".

Attached to this memorandum are copies of the following:

- Yakimap.com property information for all parcels in question.
- (2) Yakimap.com aerial photographs, one identifying the potential wetland and undetermined stream on the parcels in question and another with the potential wetland removed.
- Yakimap.com legend for Critical Areas.
- GMC Chapter 18.70.020 Wetlands Designating and mapping.
- GMC Chapter 17.44 C-2 Business District and Chapter 17.42 C-1 Neighborhood Business District
- E-mail from Yakima County Planning Department
- E-mail from HLA
- Title Report

**GRANDVIEW CITY COUNCIL
SPECIAL MEETING MINUTES – BUDGET
OCTOBER 4, 2016**

1. CALL TO ORDER

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

Present were: Mayor Childress and Councilmembers Mike Everett, Gaylord Brewer, Dennis McDonald, Gloria Mendoza and Bill Moore. Councilmember Joan Souders arrived at 6:05 p.m. Excused from the meeting was Councilmember Javier Rodriguez.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Parks & Recreation Director Mike Carpenter, Library Director Elizabeth Jahnke and City Clerk Anita Palacios.

Library Director Jahnke presented her request for additional part-time employee hours. A copy of her presentation is attached hereto and incorporated herein as part of these minutes.

2. 2017 PRELIMINARY BUDGET

City Administrator Arteaga advised that this meeting was to allow Department Directors the opportunity to request and justify the hiring of additional personnel within their departments. Departments requesting additional personnel included the Police Department, Fire Department, Parks & Recreation Department and Library. He explained that the Police Chief and Fire Chief presented their requests at the September 20, 2016 special budget meeting.

Library Director Jahnke presented her request for additional part-time employee hours. A copy of her presentation is attached hereto and incorporated herein as part of these minutes.

Parks and Recreation Director Carpenter presented his request for additional part-time employee hours. A copy of his presentation is attached hereto and incorporated herein as part of these minutes.

Discussion took place, but no decisions were made.

Following consensus of Council, special meetings would be scheduled for Monday, October 10th; Monday, October 17th; and Monday, October 24th from 6:00 to 8:00 p.m., to discuss the 2017 preliminary budget.

3. ADJOURNMENT

The study session adjourned at 7:30 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

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Grandview Library
City Council Review-2017 Proposed Budget
October 4, 2017

Good Evening Mayor and City Council,
To assist in this budget discussion the following are some basic facts regarding the library:

- Library is open 38 hours per week.
- Library is typically open 1,911 hours per year (2015).
- Open hours are spread over 6 days per week.
- Each part time staff has 1 unpaid day off during the week.
- Each full time staff has 2 unpaid days off during the week.
- Library has 3 student work study *positions* at up to 16 hours per week (typically).
- Working model is that at least 2 people are on shift each open hour.
- In the 5 years since the library relocated, the foot traffic through the library averages 50,000 people per year.
- Circulating materials for that same time period averages 30,000 per year.

Last year I came before you with information regarding hiring a part time employee for the summer months. The estimated cost was \$4,000. This cost included the administration costs of a 3rd party vendor.

This evening I am before you to explain my inclusion of 6.5 *extra* hours to the 2 part time staff (13.5 hours each per week) that the library already employs. The cost of the extra hours is \$6,730 which would be spread throughout the year. Following are the reasons for this request:

- The implementation of the joint catalog between YVC and Grandview Library in the next 6-8 months will require all staff to pour extra time into getting the database ready for the conversion from our present ILS to the new one. All staff have been working on database management since our last conversion when we moved in 2011. We had 41,515 item records that needed to be manually upgraded to meet the standards for the database. This upgrading was specifically for the call numbers that did not convert successfully which meant that our materials were, and are still not, easy to locate for our patrons. Using some rough calculations, we estimate that we have 8,142 records left to correct. There isn't any way for us to do a global change for any of the records. This work has been done during our "spare" time and is often interrupted by other more pressing matters.
- As I have reported previously, our student work study positions are not always filled due to many circumstances beyond our control. This is especially true for the summer months when we have the big push for Summer Reading and for the extra traffic that summer brings, as well as, staff vacations.
- By increasing our current part time hours, we are not paying an administrative charge to a 3d party vendor.
- By increasing our current part time hours, we are not adding the benefits that requesting an fte would do.
- By increasing the part time hours, it is adding to the stability for coverage in such events as illness or vacation.
- Current full time staff (whose 30th anniversary with the city will be here in 2017) does not have the flexibility to take time off in chunks of time due to our staffing levels. If this continues, by her retirement, her vacation cash-out will be at the highest level possible and have a huge impact on the library budget.

Grandview Library

Memorandum (*revised)

To: Matt Cordray, Treasurer
Copy: Mayor/Council/City Administrator
From: Elizabeth Jahnke, Library Director
Date: September 15, 2016
Re: **2017 Draft Budget Information**

Following is the 2017 draft budget request for Grandview Library. In this Memorandum, I identify differences between the 2016 budget and my proposed budget for 2017.

- ❖ **2016 budget for Library Services Operating Expenses** was \$200,755.
- ❖ **2017 budget for Library Services Operating Expenses** request is \$218,160.
 - \$17,925 increase across line items related to wages and benefits to reflect pay increases given by City Council in 2016 and possible rates and costs in 2017. Part of overall increase is \$6,730 to increase two Library Pages from 13.5 hours per week to 20 hours per week.
 - No increases in rest of line items for general library operations; decrease of \$300 for Communications.
 -
- ❖ **2016 budget for Capital Expenditures** was \$17,400.
- ❖ **2017 budget for Capital Expenditures** request total is \$19,248.
 - *Books* remains at 2016 level of \$8,000.
 - *Periodicals* sees a decrease of \$500 due to change of vendor.
 - *Other Media* sees an increase of \$100 due to higher subscription rate for leased talking books.
 - *Online Databases* sees an increase of \$200 for higher subscription rate for online periodical databases. Statewide consortium keeps this price low overall. This line item includes the OCLC database subscription which cost is shared with YVC. We each pay \$2,000 for

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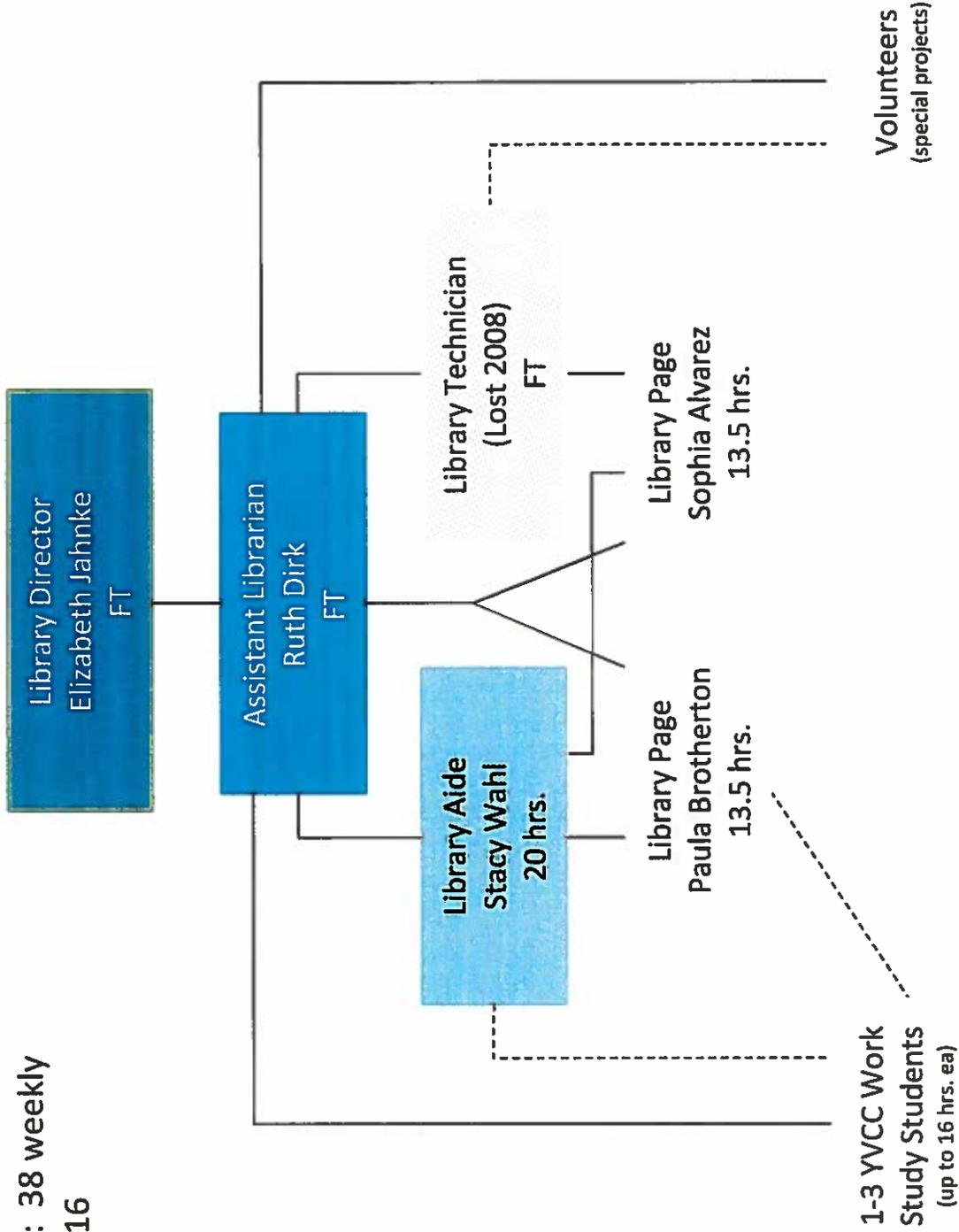
this international database that is used for cataloging and interlibrary loans.

- *(*Revised) E-Media, E-Books, & E-Audio* sees an increase from \$4,400 to \$5,948. This Washington Anytime increased from \$2,900 in 2016 to \$5,003 in 2017. Friends have generously allotted \$600 to help with this cost, making our cost \$4,403. The 2016 downloadable music subscription was \$1,500 and has increased by \$545 making the 2017 amount \$1,545.

Total amount from this line is \$5,948.

Bottom line for 2017 Total Operating Expenses and total Capital Expenditures is \$237,408. This is an increase of \$19,253 over 2016 budget of 218,155.

Grandview Library
 Organizational Chart
 Service Hours: 38 weekly
 October 4, 2016





MEMORANDUM

TO: Cus Arteaga, City Administrator

FROM: Mike Carpenter, Parks and Recreation Director

DATE: September 16th, 2016

SUBJECT: Parks and Recreation Department Staffing Analysis

At your request and for consideration, I have included dialogue pertaining to staffing within the Grandview Parks and Recreation Department. As we go through another budget process, I am hopeful that I have provided information that will be beneficial to our City Council.

A. FLOW CHART: Attached is a flow chart comparison of staffing within our department for the years 2012 and 2016. Please note that since January 1, 2013 the Deputy Director of Recreation position has been vacant. With the support of the Grandview School District, we were able to establish a Part-Time Recreation Assistant beginning in 2013. This position continues to offer support to the Youth Drop In and Frenzy Friday Programs, while offering minimal receptionist and clerical duties at the community center. This position averages anywhere between 12 to 18 hours per week. Beginning in 2016 under the professional service line item of the community center operation's budget, we have added morning help (7 hours each week) through the Elwood Staffing Company. This position has given us some presence for a few hours during three days a week on site. This is not reflected on our flow chart.

B. DEPUTY DIRECTOR OF RECREATION: In 1994, the City created and filled the full-time position of Deputy Director of Recreation. The position was filled for nearly 19 consecutive years, until the beginning of 2012 when the employee who held this position was transferred to City Hall to begin work as the Deputy Clerk Treasurer. Since then, the Deputy Director of Recreation position remains vacant. City Council made some difficult decisions during the 2012 budget process that especially impacted some line items within the current expense fund. Several departments saw reductions in staffing as the result of

the significant down-swing of the local economy. Impacted departments, including the Parks and Recreation are hopeful that vacant positions can be reinstated as our financial situation becomes healthier.

It is very apparent that the current 4 year vacancy of the Deputy Director of Recreation Director has made for some challenging times for our department. As we reduced our department's full-time employees from 2 to 1 or by 50% and backfill with minimal assistance and experience, both our service to the public and our staffing flexibility suffer.

* The Director has taken on extra duties associated with ordering supplies * issuing purchase orders * vouchering invoices * publicity for programs * processing departmental correspondence and reports * establishing and maintaining program partnerships * tracking volunteer hours * processing agendas and minutes for 4 different boards or committees * recruiting and training part-time staff and volunteers * providing routine maintenance on site at the community center * working with high school students on a number of senior projects * processing and supervising facility rentals * processing park reservations * processing most program registration * receptionist and clerical duties * compiling and monitoring master calendars * providing job shadow opportunities and facility tours * formulating and monitoring program and facility budgets including department and United Way * being on site for special events and programs offerings * provide supervision for the Frenzy Friday and Youth Drop In Programs * coordinating recreational use permits * organizing community work parties including Rose Garden and Day of Service * collaboration with the senior network group * aquatics operation * providing activities and programs for our senior citizens * establishing new programs like lego camp, movie in the parks and origami classes * small grant applications * providing program opportunities for our disabled * working closely with our fair-board on extra projects * beautification program and Tree City USA * processing thank you letters * juggling administrative duties * and several other related duties. In the past, the Director has received valuable assistance with these and many other duties from the Deputy Director of Recreation. In addition, the Director has been busy with administrative duties associated with the swim pool and museum projects. Both our City Administrator and City Hall staff have been helpful in providing some support as we continuously look at creative ways to ease the burden. This has been appreciated.

* As Parks and Recreation Director, I tremendously enjoy my job and fully understand the extra hours and responsibilities that it sometimes takes as an administrator to get the job done for the patrons that we serve. Even under times of adversity, we need continue to embrace the "Yes We Can" mentality. Additional partnerships and volunteers have been established to help offset the staffing shortfall, however, these can often create additional work and responsibilities within the department. Within the 3 year 9 month absence of the Deputy Recreation Director position, the additional hours that the Parks and Recreation Director has dedicated to the department beyond the 40 hour work week have totaled 1,692.5. (see attachment)

* Obviously, the reduction of the Deputy Recreation Director's position has impacted both the accessibility and effectiveness of providing optimal service to our community.

* The Community Center Advisory Committee is aware of the additional commitment of the Director and has forward letters on behalf of the Committee to the Mayor and Council for information and consideration. (see attached copy) The Mayor and Council continue to recognize the staffing shortfalls of the parks and recreation department, as well as other departments, however, during recent years; challenges within the current expense fund have continued to reduce viable funding options.

* Due to these ongoing challenges, the Director has not currently included the re-establishing of the full-time position of Deputy Director of Recreation within the 2017 preliminary budget request. If and when it is financially feasible for the City, it is a top priority of the Parks and Recreation Department to bring back this full-time position. This would be a giant step in the right direction as we continue to provide quality and effective programs and service for all populations of our community. This is especially true within the administration realm of our department.

C. PART-TIME RECREATION ASSISTANT: Since 2013, special support from the Grandview School District has helped us establish this part-time position. This position entails 12 to 18 hours per week (nearly 800 hours per year) with the main responsibilities focusing on assisting the Director with both the Youth Drop In and Frenzy Friday programs. During the summer months, we often schedule 3-4 hours on Friday afternoons to assist with clerical and receptionist duties. The 2017 preliminary budget's regular wages – part time line item within the recreation fund includes \$15,000 (1,363 hours @ \$11.00 per hour). This amount will provide 2 additional benefits to our department. First, it will absorb the anticipated increase in minimum wage. Secondly, we will be able to bring on a second part-time seasonal person to work some weekend and evening rentals and events, and provide additional support to Youth Drop-In Program (560 hours per year). This will go far in giving the Director more scheduling flexibility.

D. ELWOOD STAFFING COMPANY: Beginning in 2016, \$5,000 was allocated within the community center professional service line item to hire an individual to assist the Director three mornings a week, for a total of 7 hours. The person works Tuesdays (2 hours) Wednesdays (3 hours) and Thursdays (2 hours) all at the community center. This extra help has proven to be helpful and gives us more of a presence on site during these mornings however, duties are limited to mostly clerical, greeting the public, taking messages and distributing program information. We have included \$5,000 in the 2017 preliminary budget to continue this assistance.

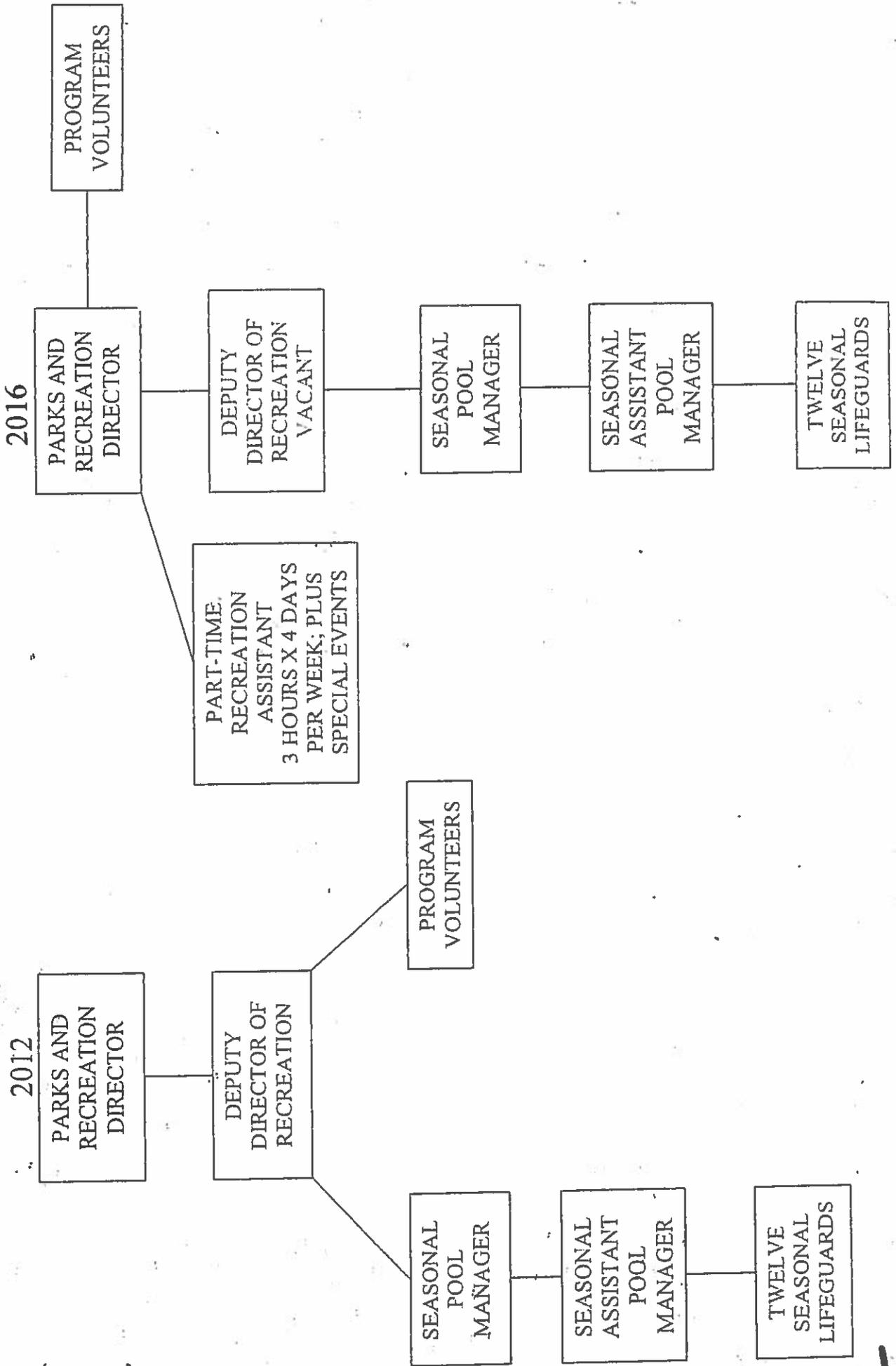
E. SEASONAL POOL STAFF: With the anticipated pool upgrades associated with Phase 2, we can expect more public amenities and area to supervise. We also need to factor in a potential minimum wage increase, an additional evening swim lesson session, additional training and the continuation of a longer pool season. Therefore, there is a significant increase in the aquatics fund line item - regular salaries and wages (lifeguards and management) - from the 2016 budget of \$35,000 to the 2017 preliminary request of

\$51,300. This includes 750 hours (\$8,940) for management and 3750 hours (\$42,375) for lifeguards. We will closely monitor this staffing increase and make required adjustments as we move forward. During the fall, we will be conducting a pool fee comparison study with area facilities to help us determine if increases are warranted. With the anticipated new pool amenities and the increased operational costs, we strongly feel that they will be justified.

F. MUSEUM: Within the regular salaries and wages line item there is a \$4,580 request for 8 hours per week @ \$11.00 to establish a regular presence at the newly renovated site. This Part-Time Care-keeper position will work with volunteers to ensure that the new facility is open during a regular schedule. In addition, we anticipate that tours can be arranged through the Parks and Recreation Department. The close proximity to City Hall will provide additional flexibility to offer emergency staffing for the facility in the event the need arises.

Again, it is my sincere hope that I have provided informative and useful information for consideration as we move through the 2017 budget process.

PARKS AND RECREATION DEPARTMENT FLOW CHART COMPARISON (2012 VS. 2016)



Extra Hours by Parks and Recreation Director since the Deputy Director of Recreation position has been vacated – period January 2013 to September 16th, 2016.

2013:

January – 21
February – 19.5
March – 25.5
April – 29.5
May – 19
June – 39
July – 35.5
August – 19
September – 22.5
October – 24
November – 22
December – 16
Total: 292.5

2014:

January – 28
February – 17.5
March – 33
April – 49
May – 29.5
June – 33
July – 28.5
August – 19.5
September – 40.5
October – 26
November – 23
December – 15
Total: 342.5

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2015:

January - 28.5

February - 23.5

March - 53

April - 58.5

May - 47.5

June - 42.5

July - 43

August - 61

September 46.5

October - 41.5

November - 47

December - 31.5

Total: 524

2016

January - 35

February - 56

March - 72

April - 71.5

May - 61.5

June - 52.5

July - 84.5

August - 61.5

September to-date - 39

Total: 533.5

Grand Total: 1,692.5 Extra Hours

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GRANDVIEW COMMUNITY CENTER ADVISORY COMMITTEE

c/o Nancy Davidson

P.O. Box 56

Grandview, WA 98930-0056

Telephone: 509-882-1984/Fax: 509-882-0415

Email: nedavidson@embarqmail.com

June 28, 2014

**NORM CHILDRESS, MAYOR
and CITY COUNCIL MEMBERS
CITY OF GRANDVIEW
207 WEST 2ND STREET
GRANDVIEW, WA 98930**

Subject: 2015 Budget

The Community Center Advisory Committee requests that the City Council give considerable thought toward returning Gretchen Chronis to the Parks and Recreation Department during 2015 budget deliberations. As the Community Center grows in popularity with public programs as well as private rentals and as the Recreation programs continue to be scheduled to meet the citizens' needs, it becomes a most concerning problem to have just one full-time person within the department. We cannot continue to rely on the fact that Mike Carpenter can maintain this pace over the years with all that is required to support programs and facilities without substantial assistance. It is not healthy for Mike or the community to assume that all of the programs and demands can go on without due consideration through the budgetary process.

While we understand that budget revenues and the needs of this community are difficult to balance, it is very apparent to us that the services provided by the Parks and Recreation Department are greatly needed for the well-being of our community. We cannot ignore these needs and assume that one individual can work to the extent that we have expected of Mike. He does a fantastic job and has never complained to us about the work load; however, we would be remiss to ignore our responsibility as an Advisory Committee to ask that the Council return Gretchen to the Department either on a full-time or part-time basis in fiscal year 2015. That was a commitment made by the Council when her position was removed from the budget. It is now time to address the needs of programs that support our people of all ages and abilities with healthy options for recreation.

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We respectfully ask that the Council staff the Parks and Recreation Department appropriately so that we protect the programs and the facility that serve so many.

Sincerely,

Nancy E. Davidson, Chairman
Community Center Advisory Committee

c: Mike Carpenter, Director of Parks & Recreation
Cus Arteaga, City Supervisor

ORDINANCE NO. 2016-20

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE CHAPTER 15.54 INTERNATIONAL
PROPERTY MAINTENANCE CODE TO ADOPT THE 2015 EDITION OF THE
INTERNATIONAL PROPERTY MAINTENANCE CODE, AND
AMENDING SECTION 302.4 THEREIN TO PROVIDE THAT PARCELS OF REAL
PROPERTY TWO ACRES OR LARGER MUST BE MAINTAINED FREE FROM
WEEKS/GRASS IN EXCESS OF 24 INCHES**

WHEREAS, the City of Grandview has adopted the 2012 Edition of the International Property Maintenance Code published by the International Code Council with certain amendments in Chapter 15.54 of the Grandview Municipal Code; and,

WHEREAS, the City Council of the City of Grandview finds and determines that amending Chapter 15.54 of the Grandview Municipal Code to adopt the 2015 Edition of the International Property Maintenance Code is in the best interest of the residents of the City of Grandview and will promote the health, safety and welfare;

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

SECTION 1. Grandview Municipal Code Chapter 15.54 International Property Maintenance Code, which reads as follows:

**Chapter 15.54
INTERNATIONAL PROPERTY MAINTENANCE CODE**

Sections:

- 15.54.010 Adopted.
- 15.54.020 Amendments.
- 15.54.030 Conflict of provisions.
- 15.54.040 Future amendments and additions.
- 15.54.045 Violations – Enforcement – Penalties.
- 15.54.050 Severability.
- 15.54.060 Applicability.

15.54.010 Adopted.

The 2012 Edition of the International Property Maintenance Code as published by the International Code Council and all after-adopted additions or amendments thereto are hereby adopted by the city of Grandview with the following revisions set forth in GMC 15.54.020.

15.54.020 Amendments.

The following sections of the International Property Maintenance Code are hereby amended to read as follows:

Section 101.1 shall read:

Title.

These regulations shall be known as the International Property Maintenance Code of the City of Grandview, hereinafter referred to as "this code."

Section 103.5 shall read:

Fees.

The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be specified by GMC 15.72.

Section 108.4 shall read:

Placarding.

Upon failure of the owner or person responsible to comply with the notice provisions within the time given, the code official shall post on the premises or on defective equipment a placard bearing the words "DO NOT ENTER UNSAFE TO OCCUPY" for dangerous structures and for unlawful / substandard structures a placard that reads "SUBSTANDARD BUILDING DO NOT OCCUPY," and a statement of the penalties provided for occupying the premises, operating the equipment or removing the placard.

Section 112.4 shall read:

Failure to comply.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than fifty dollars or more than 200 dollars.

Section 302.4 shall read:

Weeds.

All premises and exterior property shall be maintained free from weeds or plant growth in excess of 12 Inches. All noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Section 304.14 shall read:

304.14 Insect screens.

During the period from June 1st to October 1st, every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where products to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens of not less than 16 mesh per inch (16 mesh per 25 mm), and every screen door used for insect control shall have a self-closing device in good working condition.

Section 602.3 shall read:

Heat supply.

Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat during the period from September 1st to June 1st to maintain a temperature of not less than 68°F (20°C) in all habitable rooms, bathrooms and toilet rooms.

Section 602.4 shall read:

Occupiable work spaces.

Indoor occupiable work spaces shall be supplied with heat during the period from September 1st to June 1st to maintain a temperature of not less than 65°F (18°C) during the period the spaces are occupied.

Section 111 shall read:

Application for appeal.

Any person directly affected by a decision of the code official or a notice or order issued under this code shall have the right to appeal, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

References to the Board of Appeals shall be deemed to refer to GMC 2.50.

Subsection 301.3, Vacant buildings and land, is repealed in its entirety and replaced by the following:

301.3 Vacant Buildings. All vacant buildings and premises thereof must comply with this Code. Vacant buildings shall be maintained in a clean, safe, secure and sanitary condition provided herein so as not to cause a blighting problem or otherwise adversely affect the public health, safety or quality of life.

301.3.1 Appearance. All vacant buildings must appear to be occupied, or appear able to be occupied with little or no repairs.

301.3.2 Security. All vacant buildings must be secured against outside entry at all times. Security shall be by the normal building amenities such as windows and doors having adequate strength to resist intrusion. All doors and window must remain locked. There shall be at least one operable door into every building and into each housing unit. Exterior walls and roofs must remain intact without holes.

301.3.3 Weather Protection. The exterior roofing and siding shall be maintained as required in Section 304.

301.3.4 Fire Safety.

301.3.4.1 Fire protection systems. All fire suppression and alarm systems shall be maintained in a working condition and inspected as required by the Fire Department.

301.3.4.2 Flammable liquids. No vacant building or premises or portion thereof shall be used for the storage of flammable liquids or other materials that constitute a safety or fire hazard.

301.3.4.3 Fire inspections. Periodic fire department inspections may be required at intervals set forth by the fire chief or his designee.

301.3.5 Plumbing Fixtures. Plumbing fixtures connected to an approved water system, an approved sewage system, or an approved natural gas utility system shall be installed in accordance with applicable codes and be maintained in sound condition and good repair or removed and the service terminated in the manner prescribed by applicable codes.

301.3.5.1 Freeze protection. The building's water systems shall be protected from freezing.

301.3.6 Electrical. Electrical service lines, wiring, outlets or fixtures not installed or maintained in accordance with applicable codes shall be repaired, removed or the electrical services terminated to the building in accordance with applicable codes.

301.3.7 Heating. Heating facilities or heating equipment in vacant buildings shall be removed, rendered inoperable, or maintained in accordance with applicable codes.

301.3.8 Interior Floors. If a hole in a floor presents a hazard, the hole shall be covered and secured with three-quarter (3/4) inch plywood, or a material of equivalent strength, cut to overlap the hole on all sides by at least six (6) inches.

301.3.9 Termination of Utilities. The code official may, by written notice to the owner and to the appropriate water, electricity or gas utility, request that water, electricity, or gas service to a vacant building be terminated or disconnected.

301.3.9.1 Restoration of service. If water, electricity or gas service has been terminated or disconnected pursuant to Section 301.3.9, no one except the utility may take any action to restore the service, including an owner or other private party requesting restoration of service until written notification is given by the code official that service may be restored.

301.3.10.1 Alternate requirements. The requirements and time frames of this section may be modified under an approved Plan of Action. Within 30 days of notification that a building or real property upon which the building is located is in violation of this Section, an owner may submit a written Plan of Action for the code official to review and approve if found acceptable. A Plan of Action may allow:

- 1) Extended use of non-architectural panels.
- 2) Extended use of temporary fencing.
- 3) Extended time before the demolition of a building is required.
- 4) For substandard conditions to exist for a specific period of time, provided the building is secured in an approved manner. When considering a Plan of Action, the building official shall take into consideration the magnitude of the violation and the impact on the neighborhood.

301.3.11 Enforcement. Violations of this section shall be enforced according to the provisions and procedures of Chapter 15.72 of the Grandview Municipal Code and subject to the penalties contained therein.

301.3.11.1 Abatement. A building or structure accessory thereto that remains vacant and open to entry after the required compliance date is found and declared to be a public nuisance. The code official is hereby authorized to summarily abate the violation by closing the building to unauthorized entry. The costs of abatement shall be collected from the owner in the manner provided by law.

301.3.11.2 Unsafe buildings and equipment. Any vacant building or equipment therein declared unsafe is subject to the provisions of Section 108 and the demolition provisions of Section 10.

301.3.19 Notice to Person Responsible. Whenever the code official has reason to believe that a building is vacant, the code official may inspect the building and premises. If the code official determines that a vacant building violates any provision of this section, the code official shall notify in writing, the owner of the building, or real property upon which the building is located, or other person responsible, of the violations and required corrections and shall be given a time frame to comply.

15.54.030 Conflict of provisions.

In the event any section of the International Property Maintenance Code as adopted herein conflicts with any section of the Grandview Municipal Code or any code adopted by reference by the city of Grandview, the section of said Grandview Municipal Code or adopted code or of the International Property Maintenance Code that is the most restrictive shall apply.

15.54.040 Future amendments and additions.

All future amendments and additions to the 2012 Edition of the International Property Maintenance Code and standards, when printed and a copy thereof has been filed with the appropriate department, shall be considered and accepted as amendments and additions to this chapter.

15.54.045 Violations – Enforcement – Penalties.

Violations of this chapter shall be enforced and penalties imposed in accordance with Chapter 15.72 GMC.

15.54.050 Severability.

In the event that any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter. The city council of the city of Grandview hereby declares that it would have passed the ordinance codified in this chapter, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

15.54.060 Applicability.

Nothing in this chapter or in the International Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed as cited in Section 1 of Ordinance No. 2008-3; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this chapter.

is hereby amended to read as follows:

**Chapter 15.54
INTERNATIONAL PROPERTY MAINTENANCE CODE**

Sections:

- 15.54.010 Adopted.
- 15.54.020 Amendments.
- 15.54.030 Conflict of provisions.
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Exceptions

Parcels that exceed two (2) acres shall be maintained free from weeds/grass in excess of 24 inches.

Section 304.14 shall read:

304.14 Insect screens.

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All future amendments and additions to the 2015 Edition of the International Property Maintenance Code and standards, when printed and a copy thereof has been filed with the appropriate department, shall be considered and accepted as amendments and additions to this chapter.

15.54.045 Violations – Enforcement – Penalties.

Violations of this chapter shall be enforced and penalties imposed in accordance with Chapter 15.72 GMC.

15.54.050 Severability.

In the event that any section, subsection, sentence, clause or phrase of this chapter is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this chapter. The city council of the city of Grandview hereby declares that it would have passed the ordinance codified in this chapter, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

15.54.060 Applicability.

Nothing in this chapter or in the International Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing under any act or ordinance hereby repealed as cited in Section 1 of Ordinance No. 2008-3; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this chapter.

SECTION 2. This Ordinance shall be in full force and effect five (5) days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on October 11, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 10/12/16
EFFECTIVE: 10/17/16

31

RESOLUTION NO. 2016-41

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE OLD INLAND EMPIRE HIGHWAY DWSRF WATER SYSTEM
IMPROVEMENTS AS COMPLETE**

WHEREAS, the City contracted with Culbert Construction, Inc., to perform work for the Old Inland Empire Highway DWSRF Water System Improvements; and,

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

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

The City of Grandview accepts the Old Inland Empire Highway DWSRF Water System Improvements as complete and authorizes staff to release the retainage bond to Culbert Construction, Inc., once the conditions in the September 20, 2016 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on October 11, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2016-42

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO A REPRESENTATION
AND FEE AGREEMENT FOR ATTORNEY SERVICES WITH THE
LAW FIRM OF MENKE JACKSON BEYER, LLP**

WHEREAS, the City has contracted with Menke Jackson Beyer, LLP, for attorney services since December 2010; and

WHEREAS, Menke Jackson Beyer, LLP, has prepared a new Representation and Fee Agreement commencing January 1, 2017; and

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

The Mayor is hereby authorized to sign a Representation and Fee Agreement for City Attorney services with the law firm of Menke Jackson Beyer, LLP, in the form attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on October 11, 2016.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

REPRESENTATION AND FEE AGREEMENT

The parties to this Agreement are the law firm of Menke Jackson Beyer, LLP, located at 807 North 39th Avenue, Yakima, Washington, hereinafter referred to as "FIRM," and CITY OF GRANDVIEW, located at 207 West Second Street, Grandview, Washington, hereinafter referred to as "CITY." Whereas, the CITY is desirous of retaining the FIRM for the purposes of advice, counseling, and representation pertaining to municipal law matters specified below.

THE PARTIES agree to the following terms and conditions:

ARTICLE I – STATEMENT OF WORK

The FIRM shall represent the CITY in municipal law matters (excluding criminal matters, bond matters, levy lid and related matters) involving the CITY as directed by the Mayor, City Administrator and City Clerk. Work will be coordinated by the City Administrator through the City Attorney/General Counsel (as designated below) and will be performed and administered as follows:

- A. City Attorney/General Counsel Services: City Attorney/General Counsel Services will include: drafting, preparation and review of ordinances and resolutions, contracts, public record requests, deeds and legal documents and instruments, attendance at City Council meetings, attendance at meetings in preparation for City Council meetings and rendering of legal opinions, and attendance at Council retreats. City Attorney/General Counsel Services shall also include monitoring litigation in which the CITY's insurance pool is providing legal counsel for claims against the CITY, but shall not include other litigation, whether currently pending, threatened, asserted or unasserted. The FIRM will issue a series of billing numbers that relate to City Attorney/General Counsel Services and will keep track of time associated with such matters.
1. The CITY has designated Quinn Plant, a Partner with the FIRM, as City Attorney/General Counsel. Although the firm and the CITY have designated Quinn Plant as City Attorney/General Counsel, other Partners and Associates of the FIRM may be contacted, depending on the particular inquiry, to provide more specific assistance based on their experiences (see "C" below).
 2. The Mayor, City Administrator and City Clerk may contact the City Attorney/General Counsel as well as members of the FIRM regarding City Attorney/General Counsel services and Other Legal Services addressed below.
- B. Other Legal Services: Other Legal Services shall include but not be limited to: land use, personnel matters, labor law and labor negotiations matters, claims against the CITY, litigation against the CITY, enforcement of ordinance and violations and Other Legal Services outside the City Attorney/General Counsel

services described above. When Other Legal Services issues arise, the FIRM will issue a separate billing number and will allocate its billings based on the separate billing number.

- C. The following types of City Attorney/General Counsel Services issues may be referred by the CITY representatives to the attorneys referenced below based on the focus of each attorney, so long as coordinated with the City Attorney/General Counsel (e.g. copying correspondence on inquiries to the City Attorney/General Counsel):
1. Ken Harper for planning, planning commission, land use, condemnation and environmental matters.
 2. Quinn Plant and Seann Mumford for Council, ordinance and resolution matters and contract reviews.
 3. Quinn Plant for Public Records Request matters.
 4. Tony Menke, Rocky Jackson, Kirk Ehlis or Seann Mumford for discrimination defense, employee/employment matters, as well as providing representation before various administrative agencies such as EEOC, Public Employment Relations Commission, etc.
 5. Tony Menke will serve as the primary attorney and chief negotiator for labor negotiations, mediations and interest arbitrations.

ARTICLE II – FEES AND COSTS

The CITY agrees to pay the FIRM on the following basis:

- A. The CITY agrees to pay the FIRM the sum of four thousand dollars (\$4,000.00) per month for General Counsel Services. This amount is a flat fee and not a fee advancement. This flat fee is predicated on the basis of an average hourly rate of two hundred dollars (\$200.00) per hour for a minimum of twenty (20) hours per month. Although neither party shall be entitled to reimbursement if the amount of hours exceeds or is less than this number of hours indicated, the parties shall evaluate and reassess this flat fee at least quarterly and adjust the flat fee periodically by mutual agreement between the City Administrator and General Counsel. The FIRM will track the number of hours spent on General Counsel Services so that the parties have a reference point from which to discuss and negotiate the reassessment of the flat fee.
- B. For Other Legal Services the CITY agrees to pay the FIRM the sum of two hundred dollars (\$200.00) per hour for services of Partners, one hundred seventy five dollars (\$175.00) per hour for services of Associate Attorneys, ninety-five dollars (\$95.00) per hour for the services of Legal Interns, and fifty-five dollars

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(\$55.00) per hour for support staff. Time is calculated on the basis of a one quarter-hour increment or greater. In regards to labor negotiations for collective bargaining agreements, Anthony Menke will prepare for, coordinate with management and, so long as he serves as the chief labor negotiator at the bargaining table with the unions, will charge one hundred seventy five dollars (\$175.00) per hour for such preparations and negotiations, mediations and interest arbitrations. If the CITY chooses to have someone other than Anthony Menke at the bargaining table then all time spent in preparation for, coordination of negotiations, mediations and interest arbitrations shall be at the rate of two hundred dollars (\$200.00) per hour for services. In addition, the CITY shall consult with Anthony Menke regarding preparations for and before making proposals and counter proposals for mediations. The CITY shall utilize only the services of Anthony Menke for preparations for and presentation of the CITY's positions in the Interest Arbitration process.

- C. The CITY agrees to pay the FIRM for work by legal assistants on public record request matters at the rate identified in paragraph B above. If and when fees incurred under this section in any given month reach the sum of five hundred fifty dollars (\$550), the FIRM shall notify the CITY. Thereafter, the FIRM will not undertake additional work on public records request matters absent direction from the City Administrator.
- D. In addition to the fees payable for General Counsel Services and Other Legal Services, the CITY shall reimburse the FIRM for any and all costs incurred by the FIRM associated with providing representation to the CITY, including but not limited to meals, lodging, mileage, long distance telephone charges, photocopying charges, facsimile charges, filing fees, deposition transcription charges, on-line research, arbitrator costs, and similar costs. The FIRM shall not be reimbursed for mileage or travel time when such mileage and travel time are in connection with the FIRM providing General Counsel Services. The CITY agrees to pay one-half the hourly rate for travel time and mileage when such travel time is in connection with the FIRM providing Other Legal Services. Mileage will be charged at the current Internal Revenue Service rate per mile.

ARTICLE III – TERMS OF PAYMENT

The CITY shall pay the FIRM at its 1st regularly scheduled Council meeting of each month (2nd Tuesday of the month) provided the billing for the previous month is received by the Thursday prior to the 2nd Tuesday of the month, for voucher/warrant processing. If billing is not received as indicated above, it will be paid on the next regularly scheduled meeting.

ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall be two years subject to the reassessments and renegotiations set forth in Article II, Section A. This Agreement shall become effective January 1, 2017. This

Agreement shall be subject to termination by either party upon six (6) months written notification.

Dated this ____ day of _____, 2016, the parties confirm their agreement to the above terms and conditions through their representative signatures below:

CITY OF GRANDVIEW
(CITY)

MENKE JACKSON BEYER, LLP
(FIRM)

NORM CHILDRESS
Mayor



QUINN N. PLANT
Partner

ATTEST:

ANITA PALACIOS
City Clerk