

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 12, 2017**



REGULAR MEETING – 7:00 PM

PAGE

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
 - A. Introduction of new Public Works Department Employees
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 November 14, 2017 Committee-of-the-Whole meeting 1-6
 - B. Minutes of the November 28, 2017 Committee-of-the-Whole meeting 7-10
 - C. Minutes of the November 28, 2017 Council meeting 11-13
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 5864-5869 in the amount of \$145,051.79
 - E. Payroll Check Nos. 9980-10013 in the amount of \$35,754.89
 - F. Payroll Direct Deposit 11/16/17 – 11/30/17 in the amount of \$164,203.64
 - G. Claim Check Nos. 114125-114212 in the amount of \$139,112.04
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. 2017-51 amending Chapter 7 of the Personnel Policy Manual relating to sick leave to comply with Initiative 1443 (paid sick leave) 14-21
 - B. Municipal Engineering Services Request for Statement of Qualifications (2018-2020) HLA Engineering and Land Surveying, Inc. 22-23
 - C. Resolution No. 2017-52 accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2018 24-26
 - D. Resolution No. 2017-53 approving the City of Grandview's 2009 General Sewer Plan Amendment No. 1 to address the existing sewer truck main improvements 27-30
 - E. Resolution No. 2017-54 approving the Animal Control Services Agreement between the City of Grandview and the Yakima Humane Society 31-38
 - F. Resolution No. 2017-55 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 39-43
 - G. Ordinance No. 2017-15 adopting the budget and confirming tax levies for revenue to carry on the government for the fiscal year ending December 31, 2018 44-45
 - H. Ordinance No. 2017-16 amending the City of Grandview 2018 non-union salary schedule 46-47

7. **UNFINISHED AND NEW BUSINESS**
 - A. December 26, 2017 C.O.W. and Council Meeting Cancellation
8. **EXECUTIVE SESSION – Property Matters (15 minutes)**
9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
10. **MAYOR & COUNCILMEMBER REPORTS**
11. **ADJOURNMENT**

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
NOVEMBER 14, 2017**

1. CALL TO ORDER

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

2. ROLL CALL

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

Councilmember Mike Everett arrived at 6:05 p.m. Councilmember Dennis McDonald arrived at 6:10 p.m. Councilmember Javier Rodriguez arrived at 6:20 p.m.

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

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Probation Services Agreement – Therese Murphy, Yakima County District Courts Manager

Therese Murphy, District Court Manager with the Yakima County Courts, explained that Yakima County District Court Probation Services provides probation services to all municipalities in Yakima County. Probation Services was an enterprise fund that relied on revenue collected from probationers as well as programming to meet the annual operating budget. Routine monitoring of the budget had seen a downward trend in overall revenue collection. A closer examination of the past revenue and future revenue projections resulted in the development of this proposal as a means of attempting to bridge the budget shortfall. The cost allocation model provided for a \$70 per case formula. The District Court judges agreed to a phase-in approach in the agreement. For years one and two, the City would be responsible for 75% of the total cost. For years three and four, the City would be responsible for 100% of the total cost. For 2018, the cost to the City was \$4,462.50. It was the goal of Yakima County District Court and Probation Services to continue to provide probation services to all municipalities.

B. Resolution authorizing the Mayor to sign an Agreement with the Yakima County District Court for Probation Services

Grandview Municipal Court contracts with Yakima County District Court for court services. In the past, probation services were included in the court contract. For 2018, Yakima County District Court would be separating out probation services from the court contract and the City would be entering into another agreement with Yakima County District Court for probation services. The proposed Probation Services Agreement provided for a flat fee of \$70 per case for which probation supervision was ordered by the Court. For 2018, the cost to the City for supervision services would be \$4,462.50. For year one and two of the agreement, the County agreed to accept 75% of the total cost that the City would be responsible to pay. For years

three and four, the City agreed to pay 100% of the total cost the City was responsible for.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign an Agreement with the Yakima County District Court for Probation Services to a regular Council meeting for consideration.

C. Resolution authorizing application to the Washington State Department of Health 2017 Drinking Water State Revolving Fund (DWSRF) for a construction loan to fund Water System Capital Improvements

City Administrator Arteaga explained that at the October 23, 2017 special COW meeting, he advised that the City's Water System Plan identified Major Capital Improvements in 2019 as follows: Cedar Street water main upsizing - \$372,000; North Elm Street water main upsizing - \$256,000; West Third Street water main upsizing - \$360,000; West Fourth Street water main upsizing - \$233,000; and Glen Street water main upsizing - \$205,000. The funding identified for these improvements was a Drinking Water State Revolving Fund (DWSRF) loan. The loan costs were included in the existing rate structure. To construct these improvements in 2019, a DWSRF application would need to be completed before the November 30, 2017 deadline. At the October 30, 2017 special budget meeting following discussion on the 2018 Water and Sewer Rate Analysis, Council consensus was to proceed with the DWSRF funding application in the amount of \$1.5 million for the 2019 Water System Plan capital improvements.

Discussion took place.

On motion by Councilmember Mendoza, second by Councilmember Souders, the C.O.W. moved a resolution authorizing application to the Washington State Department of Health 2017 Drinking Water State Revolving Fund (DWSRF) for a construction loan to fund Water System Capital Improvements to a regular Council meeting for consideration.

D. Retirement Handgun Retention

Police Chief Fuller explained that the Police Department currently has pistols set up on a 10-year capital replacement plan. In 2013, pistols were replaced and would be replaced again in 2023. Old pistols were traded in on new replacement pistols. In the past, the vendor then offered to sell the traded-in handguns back to each officer. Most officers chose to purchase their handgun. The pistols currently being carried retailed new for approximately \$850. When the last pistols were traded in, the City was given credit for approximately \$400 each. A police pistol gets more use and wear than a normal handgun and their value depreciates relatively quickly. The last time, the City had officers retire coincided with one of the regular replacement cycles. The retiring officers were able to purchase the firearms they carried as duty firearms. This was a common practice in law enforcement and the ability to retire with the firearm you carried for years on duty was very important to retiring officers and a morale booster for currently employed officers. It was common for that handgun to be passed down to the officer's children. The City has two officers scheduled to retire over the next two years. He requested approval to allow an officer who retires in good standing to be presented with his duty firearm upon retirement at no cost to him.

Discussion took place.

On motion by Councilmember Everett second by Councilmember Rodriguez, the C.O.W directed the City Administrator, City Attorney and Police Chief to draft an agreement to allow an officer to retain his duty firearm upon retirement for consideration at a future C.O.W. meeting.

E. Municipal Engineering Services Request for Statement of Qualifications (2018-2020) – HLA Engineering and Land Surveying, Inc.

City Administrator Arteaga explained that the City's Professional Municipal Engineering Services Agreement with HLA Engineering and Land Surveying, Inc., for the years 2015, 2016 and 2017 would expire December 31, 2017. The City advertised for Municipal Engineering Services Request for Statement of Qualifications and received eight (8) proposals for a new three-year agreement from 2018 through 2020.

The eight (8) engineering firms and evaluation combined scores were as follows:

- HLA Engineering and Land Surveying, Inc., Yakima, WA – 240
- Gray & Osborne, Inc., Yakima, WA – 196
- RH2 Engineers, Richland, WA – 160
- TD&H Engineering, Spokane, WA – 145
- Perteet, Inc., Ellensburg, WA – 122
- TranTech Engineering, Pasco, WA – 113
- Game Plan Civil, LLC, Richland, WA – 76
- Baer Testing, Inc., Yakima, WA – 58

The three evaluating the applications were Mayor Childress, City Clerk Palacios, and City Administrator/Public Works Director Arteaga.

He recommended the selection of the Municipal Engineering Services Request for Statement of Qualifications (2018-2020) from HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm and requested staff be directed to negotiate a three-year engineering services agreement, in accordance with State Law, for consideration at the next C.O.W. meeting.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Souders, the C.O.W. moved the selection of the Municipal Engineering Services Request for Statement of Qualifications (2018-2020) to the November 28, 2017 C.O.W. meeting for consideration and directed staff to provide the RFQ's for Council review.

- F. Ordinance amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates**
- G. Ordinance amending Grandview Municipal Code Section 13.28.010 setting domestic water rates**
- H. Ordinance amending Grandview Municipal Code Section 13.28.085 setting garbage rates**

I. **Ordinance amending Grandview Municipal Code Section 13.28.060(B) setting irrigation water rates**

These items were previously discussed at the November 6, 2017 and November 13, 2017 special budget meetings.

On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved an ordinance amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates; an ordinance amending Grandview Municipal Code Section 13.28.010 setting domestic water rates; an ordinance amending Grandview Municipal Code Section 13.28.085 setting garbage rates; and an ordinance amending Grandview Municipal Code Section 13.28.060(B) setting irrigation water rates to the regular Council meeting for consideration.

5. **OTHER BUSINESS** – None

6. **ADJOURNMENT**

The study session adjourned at 7:00 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

Addendum – November 14, 2017 Committee-of-the-Whole Meeting Minutes

Prepared by Councilmember Gay Brewer

Police weapon retirement gifting

I move to amend the minutes to read as follows:

Discussion took place by council & staff.

After identifying the Attorney General as his source of reference when considering items like this, the City Attorney stated he felt this would not be an appropriate policy to adapt. He recommended this be addressed during salary negotiations with the Police Dept.

More discussion took place.

By motion of Councilmember Everett, seconded by Councilmember Rodriguez, Councilmember Everett requested the Police Chief, the Mayor & the City Attorney come up with an appropriate recommendation for dealing with the issue. The motion passed unanimously.

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE MEETING MINUTES
NOVEMBER 28, 2017**

1. CALL TO ORDER

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

2. ROLL CALL

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

Councilmembers Joan Souders and Gloria Mendoza arrived at 6:05 p.m.

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

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Municipal Engineering Services Request for Statement of Qualifications (2018-2020) – HLA Engineering and Land Surveying, Inc.

At the November 14, 2017 C.O.W. meeting, City Administrator Arteaga recommended the selection of Municipal Engineering Services Request for Statement of Qualifications (2018-2020) from HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm and requested staff be directed to negotiate a three-year engineering services agreement, in accordance with State Law, for Council consideration at the next C.O.W. meeting. Following discussion, the C.O.W. moved the selection of the Municipal Engineering Services Request for Statement of Qualifications (2018-2020) to the November 28, 2017 C.O.W. meeting for consideration and directed staff to provide the RFQ's for Council review.

He advised that the RFQ's were provided for Council review.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Rodriguez, the C.O.W. moved to select the Municipal Engineering Services Request for Statement of Qualifications (2018-2020) from HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm to the December 12, 2017 regular Council meeting for consideration.

Councilmember Everett voted in opposition.

B. Resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2018

City Clerk Palacios explained that RCW 35.23.352(7) provided that bids were required to secure the services of the official newspaper. Bids to serve as the Official City Newspaper for the year 2018 were opened on November 14, 2017. The City received two (2) bids from the Grandview Herald and Daily Sun News. The bids were as follows:

<u>Newspaper</u>	<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Grandview Herald	Legal Notices	\$4.00
Daily Sun News	Legal Notices	\$7.50

Discussion took place.

On motion by Councilmember Brewer, second by Councilmember Souders, the C.O.W. moved a resolution accepting the bid and authorizing the Grandview Herald as the Official City Newspaper for the year 2018 to the December 12, 2017 regular Council meeting for consideration.

C. Resolution approving the City of Grandview's 2009 General Sewer Plan Amendment No. 1 to address the existing sewer truck main improvements

City Administrator Arteaga explained that the City adopted a General Sewer Plan in January 2009. The Sewer Plan was a compilation of historical data, wastewater loading projections, system capacity and condition analysis, recommendations for improvements and extension of the existing system, review of existing treatment and disposal facility adequacy, and recommended project financing. In September 2017, a large section of the City's existing 21-inch sewer trunk main collapsed. The condition of the City's existing sewer trunk main was very poor and posed a risk of significant environmental degradation. On October 13, 2017, the City prepared and submitted to the Department of Ecology an amendment to said Sewer Plan to address recently identified collection system deficiencies, recommended improvements, and estimated costs to complete the recommended improvements. The City intended to apply for Department of Ecology SFY19 Water Quality Financial Assistance to fund the recommended system improvements. On October 31, 2017, the Department of Ecology reviewed and approved the City of Grandview's General Sewer Plan Amendment in accordance with RCW 90.48.110 and Chapter 173-240 WAC.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember McDonald, the C.O.W. moved a resolution approving the City of Grandview's 2009 General Sewer Plan Amendment No. 1 to address the existing sewer truck main improvements to the December 12, 2017 regular Council meeting for consideration.

D. Resolution approving the Animal Control Services Agreement between the City of Grandview and the Yakima Humane Society

Police Chief Fuller explained that the City contracts with the Yakima Humane Society to provide animal control services to the citizens of Grandview. This contract represented the latest costs for animal control services and defined the services provided. The costs of this contract were

included and approved in the 2018 animal control budget. The 2018 Animal Control Services Agreement was very similar on most points, as in prior years. There was an increase from the annual 2017 rate of \$30,960 to 2018 rate of \$31,584. The agreement also provided for a rate increase in 2019 of \$32,220 and 2020 of \$32,868. An increase in flexibility for emergency call outs and routine weekend coverage was negotiated at no extra charge. The contract wording was reviewed by the City Attorney.

Discussion took place.

On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved a resolution approving the Animal Control Services Agreement between the City of Grandview and the Yakima Humane Society to the December 12, 2017 regular Council meeting for consideration.

E. Resolution 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

Parks & Recreation Director Carpenter explained that over the past several years, the City and School District forged a strong partnership to promote afterschool activities for students. The programs included the Frenzy Friday program held at the Grandview Middle School on early release Fridays and the Youth Drop In Program held at the Grandview Community Center each Monday through Thursday from 2:30 to 5:00 p.m. The Interlocal Agreement allowed the Superintendent and City Administrator authorization to execute letters of understanding with respect to these programs. The programs encompassed in such letter agreements shall be substantially similar to those that have operated in the past. The School District would reimburse the City \$8,500 per year for services rendered for the Frenzy Friday and \$10,000 per year for the Youth Drop In program. The School District agreed to increase the Frenzy Friday amount from \$8,000 to \$8,500 to cover supply costs.

Discussion took place.

On motion by Councilmember Mendoza, second by Councilmember Brewer, the C.O.W. moved a resolution 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 to the December 12, 2017 regular Council meeting for consideration.

5. OTHER BUSINESS

The Valley's Finest – The Valley's Finest presented by the Daily Sun News and as voted by the Daily Sun readers were awarded as follows:

- **Finest Government Agency – Grandview Parks and Recreation – 1st place**
- **Finest Venue/Community Center – Grandview Community Center – 1st place**
- **Finest Park/Playground – Dykstra Park – 2nd place**
- **Finest Police Department – Grandview Police Department – 2nd place**
- **Finest Fire Department – Grandview Fire Department – 2nd place**

Personnel Reduction Cost Savings Analysis – City Administrator Arteaga advised that at the November 13, 2017 special budget meeting, Councilmember Brewer requested a cost savings analysis of the employee positions that had been reduced since 2006. Following would be the annual cost to fill these positions at today's (2017) wages and benefits and the department charged:

- 1 FTE – Wastewater Treatment Plant – \$66,000 (Sewer Treatment)
- 1 FTE – Public Works Department – \$65,000 (Water)
- 1 FTE – Public Works Department – \$65,000 (Water)
- 1 FTE – Public Works Department – \$65,000 (Street)
- 1 FTE – Animal Control Officer – \$63,000 (Current Expense)
- 1 FTE – City Attorney – \$147,000 (Current Expense)
- 1 FTE – City Hall Receptionist – \$48,000 (Current Expense)
- 1 FTE – City Hall Administrative Assistant – \$74,000 (Current Expense)
- 1 FTE – City Administrator – \$160,000 (Current Expense)
- 1 FTE – Municipal Court Clerk – \$66,000 (Current Expense)
- 1 FTE – Deputy Recreation Director – \$74,000 (Current Expense)
- 1 FTE – Police Detective – \$91,000 (Current Expense)
- 1 FTE – Police Officer – \$88,000 (Current Expense)
- 1 FTE – Police Administrative Assistant \$55,000 (Current Expense)
- 1 FTE – Library Technician – \$48,000 (Current Expense)

The annual cost savings was \$1,175,000. The annual cost savings per department was as follows: Current Expense \$914,000; Street Fund \$65,000; Sewer Fund \$66,000; and Water Fund \$130,000.

Washington State Transportation Improvement Board Project Award – City Administrator Arteaga advised that on November 17, 2017, the Washington State Transportation Improvement Board (TIB) announced that the City's project, FY 2019 Overlay Project, Multiple Locations, TIB project number 3-E-183(007)-1 was selected for grant funding in the amount of \$310,617. These funds would provide for a grind and overlay of approximately 2,650 feet of East Wine Country Road from the SVID canal crossing to the east City limits. The segment of West Fifth Street between Euclid Road and Grandridge Road was not funded.

6. ADJOURNMENT

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

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
NOVEMBER 28, 2017**

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, Bill Moore, Gloria Mendoza, Javier Rodriguez and Joan Souders.

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

2. PLEDGE OF ALLEGIANCE

Parks & Recreation Director Carpenter led the pledge of allegiance.

3. PRESENTATIONS

A. Retirement Award – Tony Cavazos, Public Works Maintenance Technician

Mayor Childress presented Tony Cavazos with a Retirement Award in honor of his retirement and in grateful appreciation for his 38 years of service to the citizens of Grandview.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

Councilmember Brewer requested that the minutes of the November 14, 2017 Committee-of-the-Whole meeting be removed from the Consent Agenda and placed under Unfinished and New Business for discussion.

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

- A. Minutes of the November 13, 2017 Budget special meeting**
- B. Minutes of the November 14, 2017 Council meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5856-5860 in the amount of \$82,373.30**
- D. Payroll Check Nos. 9964-9979 in the amount of \$83,428.05**
- E. Payroll Direct Deposit 11/1/17 – 11/15/17 in the amount of \$95,628.30**
- F. Claim Check Nos. 114041-114124 in the amount of \$182,660.82**

6. ACTIVE AGENDA

A. Public Hearing – 2018 Preliminary Budget

Mayor Childress opened the public hearing for the purpose of receiving comments on the 2018 Preliminary Budget by reading the public hearing procedure.

Mayor Childress requested public comments. No public comments were received.

City Clerk Palacios indicated that there were no public comments received by mail.

The public testimony portion of the hearing was declared closed and no further comments were received.

B. Resolution No. 2017-49 authorizing the Mayor to sign an Agreement with the Yakima County District Court for Probation Services

This item was previously discussed at the November 14, 2017 C.O.W. meeting.

On motion by Councilmember Everett, second by Councilmember Brewer, Council approved Resolution No. 2017-49 authorizing the Mayor to sign an Agreement with the Yakima County District Court for Probation Services.

C. Resolution No. 2017-50 authorizing application to the Washington State Department of Health 2017 Drinking Water State Revolving Fund (DWSRF) for a construction loan to fund Water System Capital Improvements

This item was previously discussed at the November 14, 2017 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Souders, Council approved Resolution No. 2017-50 authorizing application to the Washington State Department of Health 2017 Drinking Water State Revolving Fund (DWSRF) for a construction loan to fund Water System Capital Improvements.

7. UNFINISHED AND NEW BUSINESS

A. Minutes of the November 14, 2017 Committee-of-the-Whole Meeting

Councilmember Brewer requested that the minutes of the November 14, 2017 Committee-of-the-Whole meeting under item (D) Retirement Handgun Retention, be amended to reflect the City Attorney's comments on the issue.

On motion by Councilmember Everett, second by Councilmember Rodriguez, Council tabled the minutes of the November 14, 2017 Committee-of-the-Whole meeting to the December 12, 2017 Council meeting in order for Councilmember Brewer to provide a written addendum to the minutes to reflect the City Attorney's comments regarding the Retirement Handgun Retention.

The City Clerk would provide Councilmember Brewer with copies of the tape recording for preparation of his addendum.

8. CITY ADMINISTRATOR AND/OR STAFF REPORTS – None

9. MAYOR & COUNCILMEMBER REPORTS

Street Tree Christmas Lights – Councilmember Brewer thanked the City Administrator for installing the Christmas lights on the downtown street trees.

Grandview Chamber of Commerce Cocoa and Carols – Councilmember Souders reported that the Grandview Chamber of Commerce would be holding their annual Cocoa and Carols community event on December 1, 2017, 6:00 p.m., at Stokely Square.

YVC Grandview Campus Grand Opening Celebration – Mayor Childress reported that Yakima Valley College (YVC) Grandview Campus held their grand opening celebration on November 21st. YVC recently completed major changes to the Grandview Campus including a new entrance to the campus off of Wine Country Road with new landmark signage and an additional 153 parking spaces.

Grandview Museum Grand Opening – Mayor Childress reported that the Grandview Museum Board would be hosting the “Toys of Yesterday” event on each Saturday beginning December 2nd, 9th, 16th and 23rd from 1:00 to 5:00 p.m., at the Grandview Museum.

Former Public Works Director Clarence Zahn – Councilmember Brewer reported that former Public Works Director Clarence Zahn passed away.

10. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 7:35 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

RESOLUTION NO. 2017-51

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING CHAPTER 7 OF THE GRANDVIEW PERSONNEL
POLICY MANUAL: SICK LEAVE, TO COMPLY WITH INITIATIVE 1443**

WHEREAS, Initiative 1443 was approved by the voters of Washington in November 2016 and made changes to Washington law governing the accrual and use of sick leave by public and private employees in Washington, and becomes effective on January 1, 2018; and

WHEREAS, the City deems it necessary and appropriate to amend Chapter 7 of the City of Grandview Personnel Policy Manual, pertaining to sick leave, so as to comply with the requirements Initiative 1443 and regulations implementing the requirements of Initiative 1443.

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

SECTION 1. Grandview Personnel Policy Manual Chapter 7, Sick Leave, which reads as follows:

7.01 Use of Sick Leave. Sick leave may be requested in the case of personal sickness, disability or medical/dental treatment. Sick leave or other paid time off may also be used to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. An employee may not take leave until it has been earned. The same requirements for using sick leave for an employee's own illness, disability, or medical treatment, described below, are applicable when an employee uses sick leave to care for a child or other relative listed above.

Definitions for the purpose of this Chapter are:

1. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is: (a) Under eighteen years of age; or (b) eighteen years of age or older and incapable of self-care because of a mental or physical disability;
2. "Grandparent" means a parent of a parent of an employee;
3. "Parent" means a biological or adoptive parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child;
4. "Parent-in-law" means a parent of the spouse of an employee;

5. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider;

6. "Sick leave" means time allowed to an employee for illness, disability, or medical/dental treatment. Other paid time off (i.e., vacation, compensatory time, and personal holidays) can be substituted for sick leave if the employee chooses; and

7. "Spouse" means a husband or wife, as the case may be.

Chapter 11 - Family and Medical Leave Policy describes other conditions under which leave may be requested for the employee's own health condition or to care for a family member.

Request - An employee requesting sick leave must inform their immediate supervisor or Department Director no later than fifteen (15) minutes after (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees or rescheduling is necessary as a result of planned absences. The employee's immediate supervisor approves the sick leave on the timesheet and other applicable leave-requesting form that may be used in the department/City. Accrued sick leave must be used in increments of at least 15 minutes. Sick leave with pay is not allowed unless the employee has met and complied with the provisions of this Personnel Policy.

Activities Incompatible with Sick Leave - Any employee who is absent after requesting sick leave or who is on leave as provided by this Chapter or Chapter 10 (Other Leaves of Absence) may not engage in work or other activities that are in conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper their ability to return to work.

Abuse of Sick Leave - The abuse of sick leave privileges may result in disciplinary action against an employee.

Physician's Statement - If the employee is absent three (3) or more days, the employee's immediate supervisor, Department Director, or the City Administrator may require a written statement from the employee's attending physician that confirms the employee is/was unable to work during his/her absence due to illness, disability, or medical treatment. The statement must also give the doctor's opinion as to when the employee may return to work, and describe any restrictions on their ability to perform all of the duties required by their position upon their return. Such a statement may also be required from a second or alternate physician designated by the City Administrator at the City's expense. Management may require a physician's statement for absences of less than three days if the employee has been using an excessive amount of sick leave and/or management suspects abuse of sick leave privileges. Where an employee is absent three (3) or more days to care for a child or other relative, the employee may be required to provide a note from the relative's physician or other health care provider.

7.02 Eligibility. Regular full-time, regular part-time, and trial service employees are eligible to accrue and use sick leave. Temporary and emergency employees are not eligible to accrue sick leave.

7.03 Accrual. Regular full-time employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment, up to a cap of 225 days of work. Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Sick leave accruals during months when an employee works less than the standard workweek are prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours. New full-time employees or currently serving full-time employees who have served as volunteer firefighters or reserve police officers for the City of Grandview shall be granted one day sick leave for each year of past service as a volunteer firefighter or reserve police officer, prior to full-time employment with the City.

7.04 Accumulation and Sick Leave Benefit upon Death or Retirement. Regular full-time employees hired prior to January 1, 2007 shall receive fifty percent (50%) of their accrued sick leave, employees hired after January 1, 2007 shall receive twenty-five percent (25%) of their accrued sick leave, paid out in hours upon death or retirement from the City of Grandview provided they have a minimum of 360 hours in said bank (retirement as defined by DRS or ICMA-RC).

7.05 Sick Leave Usage. Sick leave may be used as approved by the employee's immediate supervisor, Department Director, or the City Administrator. Pay for approved sick leave is authorized until an employee's accumulated total of sick leave hours has been exhausted.

7.06 Workers' Compensation and Disability Payments. All regular full-time employees will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the City. Upon receipt of this compensation by the City, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

7.07 Medical and Disability Insurance. The regular full-time non-union employees of the City and their dependents shall be covered by medical, dental, vision, and orthodontia insurance. Employees shall be covered for group life insurance in the amount of \$25,000.00 per employee through an insurance coverage of a standard insurer, approved by the State of Washington and selected by the City Council with the advice and consent of the City employees. The City shall also provide dependent life insurance coverage for the non-union employee's spouse in the amount of \$2,000 and children in the amount of \$200 (birth to 180 days) or \$2,000 (180 days to age 23). The cost of said coverage shall be at the expense of the City in 2014 and 2015. Beginning January 1, 2016, the City shall cover ninety percent (90%) of the cost of medical insurance and one hundred percent (100%) of the cost of dental, vision and orthodontia

insurance. On January 1, 2014, January 1, 2015 and January 1, 2016, the City shall pay \$700 into a Voluntary Employees' Beneficiary Association (VEBA) trust account for each full time City employee. A non-union employee may through payroll deduction purchase additional group life insurance, including spouse and children, at the employee's expense. The City shall pay one hundred percent (100%) of any increase in premium cost of the above plans as necessary to maintain benefits at contract finalization levels without additional cost to the employee.

All regular part-time employees who otherwise qualify for coverage shall be covered for employee-only medical after the completion of their six (6) month probationary period. Part-time employees may be disqualified and ineligible for coverage if they fail to maintain work hours of at least eighty-five (85) hours per month for six (6) consecutive months.

7.08 Dual Medical Insurance Incentive Program

Incentive Amount:

- The insurance premium (that would have been paid on the employee's behalf for the eligible dependents) will be split with the employee.
- The City benefits from a 50% cost savings.
- The employee receives the other 50% cost savings. This incentive is included in the employee's paycheck. The incentive becomes taxable wages.
- The incentive is capped at one spouse and two children.

Scope/Limitations:

- Voluntary program.
- Limited to employees who have insurance benefits through the City. Employees are required to remain on the insurance plan. Only spouses and dependents are eligible to be removed from the insurance program.
- Dual insurance benefit is limited to medical coverage only. Dental, vision, and life insurance will remain in effect for all eligible dependents per health insurance provider requirements for 100% participation.
- Prior to removing medical insurance for eligible dependents, employees are required to sign a waiver certifying that their dependents have other medical insurance. This waiver includes acknowledgement that proof of continuous, comprehensive medical coverage is required to re-enroll eligible dependents in a City plan.
- Eligible dependents are eligible to rejoin the City's medical insurance program during the open enrollment period in December of each year. The only exception would be if an eligible dependent loses their (non-City) medical coverage during the middle of the year. In this situation the dependent is eligible to rejoin the City's program on the 1st day of the month following loss of insurance.
- If in the future, employees become responsible for a portion of the medical premium the incentive amount will be determined to be 50% of the City's portion of the premium.
- This program will remain in effect until employee informs the City of a change or the dependent is no longer eligible for medical insurance, or the City modifies or cancels the program. The City retains the right to revoke, modify, or cancel the policy at any time and as it sees appropriate.

Is hereby amended to read:

7.01 Use of Sick Leave. An employee is authorized to use sick leave for the following reasons:

1. An absence resulting from an employee's mental or physical illness, injury, or health condition; to accommodate the employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or an employee's need for preventative medical care;
2. To provide care for a family member with a mental or physical illness, injury, or health conditions; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; or
3. When an employee's place of business has been closed by order of a public health official for any health-related reason, or when an employee's child's school or place of care has been closed for such a reason.
4. For absences that qualify for leave under the domestic violence leave act, chapter 49.76 RCW.

Definitions for the purpose of this Chapter are:

1. "Family member" means any of the following:

(a) A child, including a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status;

(b) A biological, adoptive, de facto or foster parent, step-parent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child;

(c) A spouse;

(d) A registered domestic partner;

(e) A grandparent;

(f) A grandchild; or

(g) A sibling.

2. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care in a hospital, hospice, or residential medical care facility; or (b) continuing treatment by a health care provider;

3. "Sick leave" means time allowed to an employee for one of the uses outlined in this Section 7.01. Other paid time off (i.e., vacation, compensatory time, and personal holidays) can be substituted for sick leave if the employee chooses; and

Chapter 11 - Family and Medical Leave Policy describes other conditions under which leave may be requested for the employee's own health condition or to care for a family member.

Request - An employee requesting sick leave must inform their immediate supervisor or Department Director no later than fifteen (15) minutes after (sooner if possible) the employee is scheduled to begin work if the leave is unplanned, and if possible, ten (10) days in advance if the leave is scheduled. Advance notice is essential in cases where replacement employees or rescheduling is necessary as a result of planned absences. The employee's immediate supervisor approves the sick leave on the timesheet and other applicable leave-requesting form that may be used in the department/City. Accrued sick leave must be used in increments of at least 15 minutes.

Activities Incompatible with Sick Leave - Any employee who is absent after requesting sick leave or who is on leave as provided by this Chapter or Chapter 10 (Other Leaves of Absence) may not engage in work or other activities that are in conflict with the reasons given by the employee for being on sick leave. While on sick leave, an employee must not engage in any activity that would hamper their ability to return to work.

Abuse of Sick Leave - The abuse of sick leave privileges may result in disciplinary action against an employee.

Verification - If the employee is absent three (3) or more days, the employee's immediate supervisor, Department Director, or the City Administrator may require verification that an employee's use of paid sick leave is for an authorized purpose. The employee must provide verification within a reasonable time period during or after the leave. A verification must be appropriate to the circumstances. However, an employee need not incur unreasonable burden or expense in order to comply with a verification request. A reasonable time period for an employee to verify that their use of paid sick leave is for an authorized purpose will generally be no longer than 14 days from the verification request.

7.02 Eligibility. Regular full-time, regular part-time, trial service employees, temporary/seasonal employees and emergency employees are eligible to accrue and use sick leave.

7.03 Accrual. Regular full-time employees accrue sick leave at the rate of eight (8) hours for each full calendar month of service beginning with the date of employment, up to a cap of 225 days of work. Regular part-time employees accrue sick leave in proportion to the number of hours worked per week. Temporary/seasonal employees and emergency employees shall accrue one hour of paid sick leave for every forty hours worked by the employee.

Sick leave accruals during months when an employee works less than the standard workweek are prorated based on the number of hours actually worked. Sick leave may be used after the first month of employment and is based on an employee's current balance of accumulated sick leave hours. New full-time employees or currently serving full-time employees who have served as volunteer firefighters or reserve police officers for the City of Grandview shall be granted one day sick leave for each year of past service as a volunteer firefighter or reserve police officer, prior to full-time employment with the City.

7.04 Accumulation and Sick Leave Benefit upon Death or Retirement. Regular full-time employees hired prior to January 1, 2007 shall receive fifty percent (50%) of their accrued sick leave, employees hired after January 1, 2007 shall receive twenty-five percent (25%) of their accrued sick leave, paid out in hours upon death or retirement from the City of Grandview provided they have a minimum of 360 hours in said bank (retirement as defined by DRS or ICMA-RC).

7.05 Re-hiring of an Employee within Twelve Months. When there is a separation of employment and the employee is rehired by the City within twelve months of separation, previously accrued unused paid sick leave will be reinstated and the previous period of employment will be counted for purposes of determining the employee's eligibility to use paid sick leave.

7.06 Sick Leave Usage. Sick leave may be used as approved by the employee's immediate supervisor, Department Director, or the City Administrator. Pay for approved sick leave is authorized until an employee's accumulated total of sick leave hours has been exhausted.

7.07 Workers' Compensation and Disability Payments. All regular full-time employees will be covered by State Worker's Compensation or some program with equal or better benefits. Any employee who is eligible for time off because of an on-the-job injury shall be paid sick leave. Any State Industrial benefit received by the employee shall be endorsed to the City. Upon receipt of this compensation by the City, the employee shall be credited with sick leave on a pro-rata basis of the State Industrial benefit to the original amount of sick leave taken. Sick leave benefits shall be limited to that amount which the employee has accumulated.

7.08 Medical and Disability Insurance. The regular full-time non-union employees of the City and their dependents shall be covered by medical, dental, vision, and orthodontia insurance. Employees shall be covered for group life insurance in the amount of \$25,000.00 per employee through an insurance coverage of a standard insurer, approved by the State of Washington and selected by the City Council with the advice and consent of the City employees. The City shall also provide dependent life insurance coverage for the non-union employee's spouse in the amount of \$2,000 and children in the amount of \$200 (birth to 180 days) or \$2,000 (180 days to age 23). The cost of said coverage shall be at the expense of the City in 2014 and 2015. Beginning January 1, 2016, the City shall cover ninety percent (90%) of the cost of medical insurance and one hundred percent (100%) of the cost of dental, vision and orthodontia insurance. In addition, the City shall annually pay \$700 into a Voluntary Employees'

Beneficiary Association (VEBA) trust account for each full time non-union City employee. A non-union employee may through payroll deduction purchase additional group life insurance, including spouse and children, at the employee's expense. The City shall pay one hundred percent (100%) of any increase in premium cost of the above plans as necessary to maintain benefits at contract finalization levels without additional cost to the employee.

All regular part-time employees who otherwise qualify for coverage shall be covered for employee-only medical after the completion of their six (6) month probationary period. Regular part-time employees satisfying the eighty (80) compensable hours eligibility threshold for Washington Teamsters Welfare Trust in the previous month shall be eligible for medical insurance coverage contributions only.

7.09 Compliance with Regulations. The policies and procedures set forth in this chapter shall be interpreted and applied in a manner consistent with chapter 296-128 of the Washington Administrative Code.

SECTION 2. The amendments approved in this resolution shall become effective on January 1, 2018.

SECTION 3. Except as amended herein, all other provisions of the Grandview Personnel Policy Manual shall remain in effect and unchanged.

PASSED by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on December 12, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

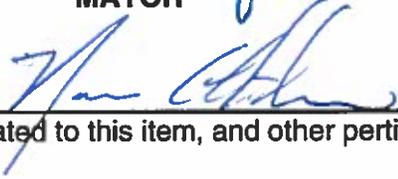
**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
CITY COUNCIL MEETING**

ITEM TITLE	AGENDA NO.: Active 6 (B)
Municipal Engineering Services Request for Statement of Qualifications (2018-2020) – HLA Engineering and Land Surveying, Inc.	AGENDA DATE: December 12, 2017
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works Department	

DEPARTMENT HEAD REVIEW

Cus Arteaga, City Administrator/Public Works Director 

CITY ADMINISTRATOR **MAYOR**

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

The City's Professional Municipal Engineering Services Agreement with HLA Engineering and Land Surveying, Inc., for the years 2015, 2016 and 2017 expires December 31, 2017. The City advertised for Municipal Engineering Services Request for Statement of Qualifications and received eight (8) proposals for a new three-year agreement from 2018 through 2020.

The eight (8) engineering firms and evaluation combined scores are as follows:

- HLA Engineering and Land Surveying, Inc., Yakima, WA – 240
- Gray & Osborne, Inc., Yakima, WA – 196
- RH2 Engineers, Richland, WA – 160
- TD&H Engineering, Spokane, WA – 145
- Perteet, Inc., Ellensburg, WA – 122
- TranTech Engineering, Pasco, WA – 113
- Game Plan Civil, LLC, Richland, WA – 76
- Baer Testing, Inc., Yakima, WA – 58

The three evaluating the applications were Mayor Childress, City Clerk Palacios, and City Administrator/Public Works Director Arteaga.

ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents.

This item was presented and discussed at the November 14, 2017 Committee-of-the-Whole (C.O.W.) meeting. Following discussion, the item was moved to the November 28, 2017 C.O.W. meeting in order for Council to review the eight (8) Requests for Statement of Qualifications received. The RFQ's were provided for Council review. At the November 28, 2017 C.O.W. meeting, Councilmember Joan Souders indicated that she was the only Councilmember who reviewed the RFQ's. Following discussion at the November 28th C.O.W. meeting, the C.O.W. moved to select the Municipal Engineering Services Request for Statement of Qualifications (2018-2020) from HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm to the December 12, 2017 regular Council meeting for consideration.

Since the November 28th C.O.W. meeting, Councilmember Javier Rodriguez has also reviewed the RFQ's. Councilmembers Souders and Rodriguez concur with staff's recommendation.

ACTION PROPOSED

Select Municipal Engineering Services Request for Statement of Qualifications (2018-2020) from HLA Engineering and Land Surveying, Inc., as the most qualified municipal engineering firm and direct staff to negotiate a three-year engineering services agreement, in accordance with State Law, for Council consideration at the next Committee-of-the-Whole meeting.

RESOLUTION NO. 2017-52

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID AND AUTHORIZING THE GRANDVIEW HERALD AS THE
OFFICIAL CITY NEWSPAPER FOR THE YEAR 2018**

WHEREAS, RCW 35.23.352(7) requires that bids be called annually for the publication in a newspaper of general circulation in the city of all notices or newspaper publications required by law and that the contract be awarded to the lowest responsible bidder; and,

WHEREAS, the City has solicited bids from qualified legal newspapers to serve as the official newspaper of the City of Grandview for the year 2018; and,

WHEREAS, the City received two (2) bids in response to such solicitation from the Grandview Herald and the Daily Sun News; and,

WHEREAS, the City Council finds and determines that the Grandview Herald is the lowest responsible bidder;

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

That the bid submitted by the Grandview Herald to serve as the official newspaper of the City of Grandview for the year 2018, including the rate for legal notices of \$4.00 per column inch, all as set forth in the attached proposal, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**BID FORM
OFFICIAL NEWSPAPER**

I/We the undersigned, having read all requirements of this call for bids, together with all the special provisions and specifications set forth herein, do agree in every particular, and will provide the service as specified herein as follows:

Name of Newspaper: The Grandview Herald

Number of days per week newspaper is published: one days per week.

Size of column inch: 2" Number of characters in column inch: 256

Total circulation: 1,000 Total circulation for 98930 zip code: 1,000

Services and Rates.

Describe rate(s) to be charged to the City of Grandview for publications. Please describe all rates to be charged, and note different rates, if any, for different types of publication (i.e., legal notices, advertising, etc.). Please describe rate per column inch of publication:

<u>Type of Publication</u>	<u>Rate (per column inch)</u>
Legal Notice	\$4.00
Display Advertising	\$8.05

NOTE: Rates must not exceed the national advertising rate as defined in RCW 65.16.091.

Bidder's Name: Valley Publishing Company

Address (Office of Publication): 308 Division St, Grandview, WA 98930

Mailing Address: same as abover

Telephone Number: (509) 882-3712 Fax Number: (5-09) 882-2833

Signature of Authorized Official: Victoria S. Walker

Print Name: Victoria S. Walker Title of Official: Managing Editor

1. **Are there any charges, surcharges, taxes or other fees in addition to the above-described rates? If so, please describe:**

None

2. **If the City of Grandview desires publication of an item on a particular date, how much lead time is required by the bidder?**

8:30 a.m Tuesday prior to Wednesday publication.

3. **Please describe the services to be provided by bidder to the City of Grandview, together with any other information which bidder feels makes its newspaper the best choice for the Official Newspaper of the City of Grandview:**

The Grandview Herald has a long standing history with the City of Grandview and it's residents. The Herald works hard to provide local news, focusing on all the postivie aspects of Grandview and surrounding areas. The Herald recently moved to a new office and retail shop on Division St. in Grandview. We look forward to serving our community.

RESOLUTION NO. 2017-53

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE CITY OF GRANDVIEW'S 2009 GENERAL SEWER PLAN
AMENDMENT NO. 1 TO ADDRESS THE EXISTING SEWER
TRUNK MAIN IMPROVEMENTS**

WHEREAS, the City of Grandview adopted a General Sewer Plan in January 2009; and,

WHEREAS, the condition of the City's existing sewer trunk main is very poor and poses a risk of significant environmental degradation; and,

WHEREAS, the City prepared for submittal to the Department of Ecology an amendment to said Sewer Plan to address recently identified collection system deficiencies, recommended improvements, and estimated costs to complete the recommended improvements; and,

WHEREAS, the City intends to apply for Department of Ecology SFY19 Water Quality Financial Assistance to fund the recommended system improvements; and,

WHEREAS, the Department of Ecology has reviewed and approved the City of Grandview's General Sewer Plan Amendment in accordance with RCW 90.48.110 and Chapter 173-240 WAC;

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

The City of Grandview's 2009 General Sewer Plan Amendment No. 1 as attached hereto and incorporated herein by reference is hereby approved and adopted.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF GRANDVIEW
2009 GENERAL SEWER PLAN
Amendment No.1

October 2017

The City of Grandview's 2009 General Sewer Plan, developed in accordance with the requirements of WAC 173-240-050, is a compilation of historical data, wastewater loading projections, system capacity and condition analysis, recommendations for improvements and extension of the existing system, review of existing treatment and disposal facility adequacy, and recommended project financing. The General Sewer Plan is intended to serve as a guide for expansion of the City's wastewater collection, treatment, and disposal facilities. This amendment to the 2009 General Sewer Plan has been prepared to address recently identified system deficiencies and provide recommended improvements to correct those deficiencies, including an estimate of project costs. More specifically, this amendment summarizes the need for replacement of the City's existing sewer trunk main to avoid additional costly emergency repairs and reduce the risk of significant environmental degradation.

The following additions and/or revisions have been made to Section 3.5 of the 2009 General Sewer Plan, including the addition of Figure 3-3:

3.5 COLLECTION SYSTEM MAINTENANCE PROBLEMS

In September 2017 a large section of the City's existing 21-inch sewer trunk main collapsed. The City quickly stabilized the condition and mobilized bypass pumping equipment to complete emergency repairs necessary to bring the damaged sewer main back into service. The 500-foot segment of compromised sewer trunk main was cleaned and relined from manhole to manhole using a cured-in-place-pipe (CIPP) method. This method of repair eliminated the need for excavation, extensive roadway surfacing repairs, or special connections to existing piping and manhole structures that are also in poor condition.

The City's existing 21-inch sewer trunk main conveys wastewater from all collection system basins to the Euclid (River) Lift Station located on the edge of the Yakima River along Euclid Road, as described in Section 3.2 of the General Sewer Plan. The oldest portion of the sewer trunk main (outfall line) was built in the early 1960's and is constructed of concrete pipe with brick manholes. This portion of sewer main, which runs from Dykstra Park, through the canyon at the base of Sand Hill to the City's Euclid Lift Station, is approximately 13,000 feet (2.5 miles) long. Most of the sewer trunk main follows the path of an existing unnamed stream and irrigation runoff channel that discharges to the Yakima River about one mile upstream of the Euclid Lift Station. The condition of the over 50-year-old concrete sewer piping and manholes is very poor as evidenced by the portions of existing pipe removed during repair of the collapsed sewer. The wall thickness at the top of the pipe is less than 1/4-inch in some places. Video inspection of the failed pipe prior to relining also revealed gaskets at each pipe joint laying in the pipe channel. Due to its age, it is anticipated the remainder of existing sewer trunk main is of a similar condition and in need of immediate replacement to avoid additional failures. Failure of the existing trunk main within most reaches of the existing alignment could result in direct discharge to streams that flow directly to the Yakima River, posing a significant threat to these waterways. Further video investigation of the remainder of existing sewer trunk main is necessary to determine if replacement of some sections needs to be accelerated to reduce the potential of failure.

Several options exist for replacement or rehabilitation of the existing sewer trunk main. Relining all or portions of the existing alignment is possible, but this option does not afford the ability to improve system capacity during replacement. Each segment of piping needs to be carefully evaluated to determine if the relined pipe size is adequate for current and future flows. Other considerations make relining the existing trunk main less practical for this project, including: the poor condition of existing manhole structures and ability to replace; accessibility to remote reaches of the trunk main for materials and equipment; inability to address any reverse slope or transverse alignment issues; and reduction of the existing pipe diameter. Other trenchless methods such as pipe-bursting are also a possibility, but not recommended due to the fragile state of the existing piping materials and accessibility issues like relining. Rerouting the sewer trunk main is also not a likely option as the existing trunk main follows the natural drainage path of the sewer basins it serves and any other route would require transporting the sewage uphill. Some alignment

adjustments may be necessary regardless of replacement method due to availability of existing easements/right-of-way, or site-specific obstructions that need to be avoided.

Therefore, full replacement of the existing sewer trunk main at its current location is recommended. This is anticipated to be the most economical approach as most of the alignment will be across open ground without the need for extensive surfacing repairs. The new replacement trunk main should be sized to handle anticipated future flows. Recommended pipe sizing, based on the full build-out condition, is provide in Chapter 4. The alignment of existing sewer trunk main that needs replacement is shown in Figure 3-3. The project will include approximately 13,000 linear feet of 30-inch gravity sewer piping, new manhole structures, and all necessary surfacing repairs. The total estimated cost of this project is \$5 million.

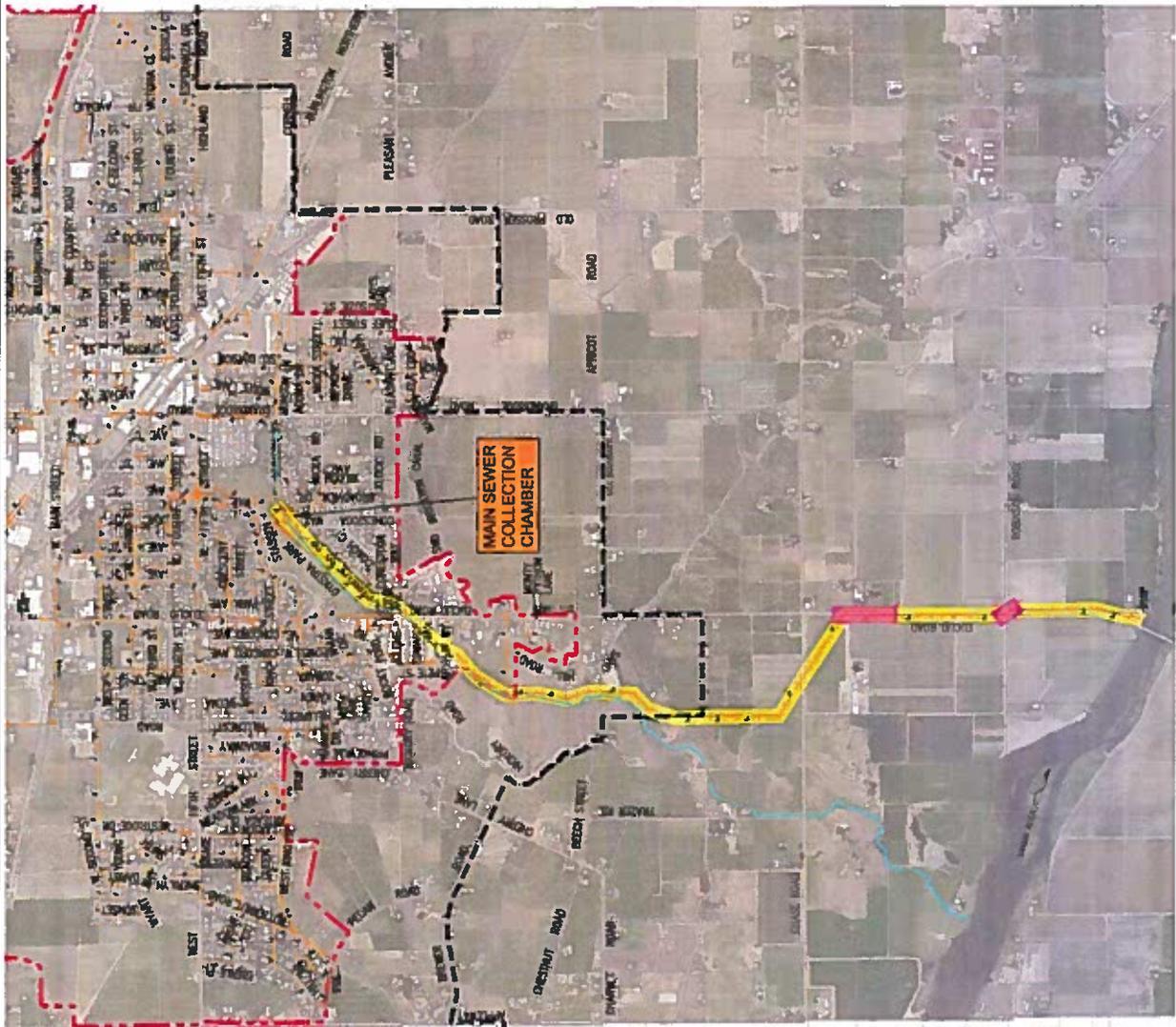
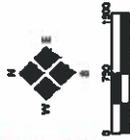
CITY OF GRANDVIEW

General Sewer Plan Amendment

SANITARY SEWER TRUNK MAIN REPLACEMENT

LEGEND

-  CITY LIMITS
-  LCA
-  EXISTING SEWER PIPE
-  EXISTING SEWER MANHOLE
-  JOINT CHAIN 2
-  21" SEWER TRUNK MAIN REPLACEMENT AREA
-  EMERGENCY REPAIR AREA



2000 River Road
 Columbus, OH 43260
 614.891.1200
 Fax: 614.891.1209
 www.hla-oh.com

FIGURE 3-3

RESOLUTION NO. 2017-54

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE ANIMAL CONTROL SERVICES AGREEMENT BETWEEN THE
CITY OF GRANDVIEW AND THE YAKIMA HUMANE SOCIETY**

WHEREAS, the City of Grandview and Yakima Humane Society have agreed upon the terms set forth in an Animal Control Services Agreement for the years 2018, 2019 and 2020; and,

WHEREAS, the City Council of the City of Grandview has determined that approving said Animal Control Services Agreement is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to enter into an Animal Control Services Agreement with the Yakima Humane Society in the form attached hereto and incorporated herein by this reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ANIMAL CONTROL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF GRANDVIEW, a Washington municipal corporation (hereinafter referred to as the "City") and the YAKIMA HUMANE SOCIETY, a non-profit corporation (hereinafter referred to as the "Society").

1. SOCIETY'S OBLIGATIONS

I. ANIMAL CONTROL SERVICES

The Society is hereby assigned, authorized, delegated and empowered to issue dog licenses; to impound all animals coming into its control and custody as a result of violations of the animal regulations; to place or humanely dispose of such animals as come into its control; and to manage and enforce the animal regulations pursuant to all ordinances now in effect or which may hereinafter be adopted. In furtherance of these obligations; the Society shall:

- a. The Society will furnish animal shelter facilities located at 2405 West Birchfield Road in Yakima, Washington.
- b. The Society will maintain proper shelter and care for all domestic animals which come into its custody.
- c. The Society will maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for the redemption of impounded animals.
- d. The Society will appoint competent and qualified agents for the carrying out of the responsibilities under this contract, who shall be responsible to the elected officers of this Society.

II. ENFORCE ANIMAL REGULATION LAWS

- a. The Society will, through duly appointed and legally qualified agents and officers, diligently enforce all animal regulation laws and ordinances, including the capture and impound of animals running at large within the corporate limits of the City in violation of Title 6 of the Grandview Municipal Code.
- b. The Society will provide proper food, water, shelter, and other humane treatment for such animals while they are in the Society's possession and until placed or otherwise humanely disposed of by the Society.
- c. The Society will hold all impounded dogs at the Society's facility in accordance with the applicable City code.
- d. The Society will hold all impounded cats wearing an I.D. tag, tattoo or microchip for a period of five business days from the date of impound. All cats not wearing an I.D. tag, tattoo or microchip shall become the property of Society upon impound.
- e. The Society will collect an impound fee from the owners of any impounded dog that is redeemed by its' owner per the City ordinance. All such collected fees shall be remitted to the City with monthly billing.

- f. Unclaimed cats & dogs will become the property of the Society on the day such animals are released from impound status according to applicable City code. The proceeds received by the Society from the sale of such released animals shall belong to the Society.
- g. The Society will cooperate with the Health Department by following procedures required by the ordinance concerning persons or animals bitten by an animal in the City.
- h. The Society will investigate all reports of violations of city ordinances relating to animal control and regulation and, when warranted by the facts, shall prosecute all persons charged with violation of said ordinances.
- i. The Society will hold evidence dogs for a period of 10 days, after which time the City may elect to leave the dog(s) with the Society at a cost of ten (\$10) dollars per dog per day to be paid monthly or remove them to a private kennel for boarding.
- j. The Society will collect and properly dispose of all dead animals (dogs, cats, and other small animals of similar size). The Society does not dispose of farm animals, including cattle, horses or other animals of similar size.

III. ISSUE LICENSES, COLLECT FEES, AND KEEP RECORDS

- a. The Society will diligently issue and process applications for dog licenses for all impounded dogs owned or harbored by residents of the City.
- b. The Society shall not release an unlicensed animal to an owner that resides within the City until a license has been purchased with the appropriate copies of the license distributed to the owner and the City, and license tag delivered to the animal owner.
- c. The Society shall keep full and accurate records of all persons to whom dog licenses have been issued. It shall maintain a record of all animals taken into custody and impounded, showing the date, place, reason, and manner whereby animals were brought into custody with a description of the animal and a record of its final disposition.
- d. The Society shall collect from the owner of any redeemed animal the appropriate licensing fees as required by City code.
- e. The Society shall remit such collected fees and licensing documentation to the City once a month with billing.
- f. The Society, as additional compensation for services rendered hereunder, shall collect a five (\$5.00) dollar agent fee for the sale of each City dog license from the animal owner.

IV. HUMANE EDUCATION

- a. The Society will initiate and maintain programs of education designed to promote safety (i.e. bite prevention), awareness, and responsible pet ownership, including the proper care and treatment of animals and, to stimulate public support for such treatment and for the enforcement of city ordinances relating to animal control.

V. INDEMNIFICATION AND HOLD HARMLESS

- a. The Society agrees to protect, defend, indemnify, exonerate, and hold harmless the City, its elected officials, agents, officers, and employees (hereinafter referred to as “parties protected”) from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including legal fees, costs, and disbursements) for, arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including, but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to the Society’s provision of services, work or materials pursuant to this Agreement.

VI. INSURANCE

- a. The Society shall procure and maintain during the term of this agreement Workers’ Compensation Insurance as prescribed by the laws of the State of Washington.
- b. The Society shall procure and maintain during the term of this agreement comprehensive general liability coverage that shall protect the Society from claims for damages for personal injury, including accidental and wrongful death, as well as from services rendered under this agreement, whether such services be by the Society, by any subcontractor, or by anyone employed directly or indirectly by either of them. Such insurance shall provide for limits of not less than \$1,000,000 per occurrence.
- c. The amounts of such insurance shall not be deemed as a limitation of the indemnity and hold free and harmless covenant contained in Paragraph herein, and in the event the City becomes liable for amount in excess of such insurance coverage, the Society shall indemnify and hold the City free and harmless for the whole thereof.
- d. The Society shall furnish the City with policies or certificates of insurance to demonstrate that the Society has procured such insurance and that the City has been named as an additional insured therein.
- e. Such policies or certificates of insurance shall contain the covenant of the insurance carrier that thirty (30) days written notice shall be given to the City prior to modifications, cancellation, or reduction in coverage of such insurance.

VII. SOCIETY’S INDEPENDENT CAPACITY

- a. The Society and the City understand and expressly agree that that the Society is an independent contractor in the performance of each and every part of this Agreement.
- b. Any necessary administrative or procedural changes, which may occur from time to time during the period of the contract, shall be administered between the Chief of

Police or the City Manager of the City and the Executive Director or the Director of Operations of the Society.

- c. The tempo of conduct or policy in public contacts is to be directed by the Chief of Police or the City Manager and conveyed to the Executive Director or the Director of Operations of the Society, who in turn shall be responsible for the conduct of the Society's officers.

VIII. COMPLIANCE WITH LAW

- a. The Society agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise.

2. **CITY/COUNTY OBLIGATIONS**

IX. SUPPLY ALL CERTIFICATES AND LICENSES

- a. The City shall purchase and supply to the Society all such dog license certificates, numbered (metallic) tags, and receipt forms as shall be required by the Society in the carrying out of its responsibility under this contract.
- b. The City shall provide the Society with citation books, necessary City report forms and copies of applicable animal control ordinances for their use in patrolling and investigating animal complaints within the City, and the City shall authorize the Society's officers to cite persons for violations relating to animals.

X. PROVIDE POLICE ASSISTANCE

- a. The City shall continue to receive phone or personal contact messages for the Society's officers to act upon, and shall deliver messages when a Society officer reports for duty each day.
- b. All emergency messages or after hour calls shall be forwarded to the Society when an officer is not on duty via the Society's answering service. **(509-457-2212)**
- c. The Grandview Police Department will provide assistance to the Animal Control Officer in the conduct of their duties whenever the Animal Control Officer reasonably determines that a situation requires police assistance.
- d. The City shall provide and maintain a portable police radio for use by the Animal Control Officer. The radio assigned will be determined by the Grandview Police Department and radio contact will be maintained during the hours of service.
- e. The City shall provide a workstation complete with a computer (internet accessible) and a printing device for the Society's officer to complete the required administrative duties of this Agreement.

XI. DEPUTIZE SOCIETY AGENTS

- a. The City or its properly authorized representative shall issue a special commissions and other legal authority to properly deputize and invest with authority the qualified

agents of the Society. Such authority shall be limited to the enforcement of the ordinances, rules, and regulations pertaining to Title 6 of the Grandview Municipal Code.

XII. APPLICABILITY OF NEW OR REVISED ANIMAL CONTROL ORDINANCES

- a. It is understood and agreed by the City and the Society that in the event the animal control ordinances are superseded or revised to cause the level of services to be performed by the Society under this agreement to be increased, then such provisions shall not be applicable with respect to this agreement.

3. CONSIDERATIONS

XIII. REQUESTED EXTRA PATROL

- a. In the event that extra patrol time is requested by the City, the Society shall provide this service at an hourly rate for each additional Animal Control Officer requested.
- b. It is understood and agreed by the City and the Society that only the City Manager and/or the Chief of Police of the City may request extra patrol and that the Executive Director, Director of Operations, and/or the Shelter Manager may accept such requests.
- c. The City will be billed the following month for this service at a rate of fifty (\$50) dollars per hour, per Animal Control Officer.

XIV. AFTER HOURS

- a. The Society will respond to after hour call-outs for containment of vicious canines, tending to sick or injured animals and/or as requested by the Grandview Police Department for canine pick-ups during police actions.
- b. After hours is defined as time spent providing emergency animal control services during hours that the assigned Animal Control Officer is not on duty.
 - i. Generally, specific times that would be considered after hours are from 5:00 pm – 8:00 am; unless the call-out is initiated on a day that the assigned Animal Control Officer is not on duty – in which case any time during the 24-hour period would apply.
 - ii. To initiate an after-hour call-out the City would need to contact the Society's answering service at **509-457-2212** to dispatch the on-call Animal Control Officer.
- c. The City agrees that the time spent providing animal control services after hours on an emergency basis shall be counted as part of the service hours permitted in this contract.

XV. INTEGRATION

- a. This written document constitutes the entire Agreement between the City and the Society. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both

parties. This Agreement supersedes any and all previous agreements between the parties.

XVI. NOTICES

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

TO CITY: Chief of Police
Grandview Police Department
207 W. 2nd Street
Grandview, WA 98930

TO SOCIETY: Executive Director
Yakima Humane Society
2405 West Birchfield Road
Yakima, WA 98901

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

XVII. TERM OF AGREEMENT

- a. It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for a period of three (3) years beginning January 1st of the year following the date of this agreements execution. However, it is fully agreed that, after the initial contract period, this contract may be terminated by either party upon ninety (90) days written notice to the other of an intention to terminate this agreement or enter into a new agreement.
- b. It is mutually understood and agreed to by the parties hereto that the City will defend this contract with all due and proper diligence should it be challenged by any action in law.
- c. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon the written consent of the parties hereto.

XVIII. METHOD OF PAYMENT

- a. The agreed contract price to be paid by the City to the Society for the carrying out of its obligation and responsibilities herein shall be arrived at as follows:
1. Commencing on January 1, 2018; the City shall pay the Society at a rate of two thousand six hundred and thirty-two (\$2,632) dollars per month.

2. Commencing on January 1, 2019; the City shall pay the Society at a rate of two thousand six hundred and eighty-five (\$2,685) dollars per month.
 3. Commencing on January 1, 2020; the City shall pay the Society at a rate of two thousand seven hundred and thirty-nine (\$2,739) dollars per month.
- b. The Society shall provide fifteen (15) hours of service per week.
1. The hours mentioned herein will be hours spent patrolling city limits and tending to administrative matters, which may include travel time in emergency situations.
 2. The Animal Control Officer will work a five (5) day workweek at three (3) hours per day to include one (1) Saturday every other week.
- c. The Society shall present the City with a monthly invoice before the tenth (10th) of month following the month in which services were provided. It is understood and agreed that the contract sum shall be paid within thirty (30) days of receiving the Society's billing invoice.

EXECUTED this _____ day of _____, 2017

CITY OF GRANDVIEW

YAKIMA HUMANE SOCIETY

By: _____
Norm Childress, Mayor

By: _____
Vaughn Merry, Executive Director

ATTEST:

ATTEST:

By: _____
Anita Palacios, City Clerk

By: _____
Patsy Dye, Shelter Manager

APPROVED AS TO FORM:

By: _____
City Attorney

RESOLUTION NO. 2017-55

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
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**

WHEREAS, the City of Grandview and the Grandview School District have previously entered into Interlocal Agreements for supervised afterschool activities for students, and

WHEREAS, the City and School District wish to continue said interlocal agreement,

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

The Mayor is hereby authorized to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE
GRANDVIEW SCHOOL DISTRICT AND THE CITY OF GRANDVIEW
REGARDING SUPERVISED AFTERSCHOOL ACTIVITIES FOR STUDENTS**

SECTION 1. PARTIES

This Interlocal Cooperative Agreement (hereinafter "Agreement") is entered into by and between the Grandview School District (hereinafter "District") having its principal place of business at 913 West Second Street and the City of Grandview, a Washington municipal corporation, (hereinafter "City") having its principal place of business at 207 West Second Street, Grandview, Washington, 98930.

SECTION 2. RECITALS

WHEREAS, the Grandview School District provides educational services to the residents in and around the City of Grandview at facilities located in or adjacent to the City of Grandview; and

WHEREAS, the City of Grandview provides municipal services to residents in and around the City of Grandview; and

WHEREAS, the Grandview School District and the City of Grandview desire to formalize an operational framework that will encourage and promote the coordination of providing support for supervised afterschool activities for students; and

WHEREAS, pursuant to the powers accorded to the Grandview School District and the City of Grandview by RCW Chapter 39-34, the District and the City possess the authority and desire to execute an Intergovernmental Cooperative Agreement for this purpose;

NOW THEREFORE, in consideration of the mutual benefits of this agreement, the parties agree as follows:

SECTION 3. TERMS AND CONDITIONS

3.1 The Superintendent of the Grandview School District and the City Administrator of the City of Grandview are hereby authorized to execute one or more letters of understanding with respect to the following programs:

- A. Frenzy Friday Program held at the Grandview Middle School on early release Fridays.
- B. Youth Drop in Program held at the Grandview Community Center each Monday through Thursday from 2:30pm to 5:00 pm.

The programs encompassed in such letter agreements shall be substantially similar to those that have operated in the past.

3.2 The District shall reimburse the City for expenses incurred as a result of said programs. For the 2018, 2019, and 2020 calendar years, the District will be invoiced \$5,000 in January and \$3,500 in September for a total of \$8,500 annually to provide professional services for the Frenzy Friday program. For the 2018, 2019, and 2020 calendar years, the District will be invoiced \$10,000 annually in January to provide professional services for the Youth Drop-In After School program. Future years will be negotiated with the School District Superintendent and the City Administrator. In the event the terms of agreement encompassed in such letter agreements are materially different than those agreed to in the past or require the unreimbursed expenditure of City funds, said agreements shall be presented to the City Council of the City of Grandview for review and approval prior to signature by the City Administrator. Once signed, the letter agreements shall be subject to all terms and conditions set forth herein.

SECTION 4. INDEMNIFICATION

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

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

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

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

4.5 This section shall survive termination of this Agreement.

SECTION 5. INSURANCE

5.1 The City shall obtain and maintain personal injury and property damage liability insurance in an amount no less than One Million and No/100 Dollars (\$1,000,000) per occurrence, annual aggregate.

SECTION 6. TERMINATION

6.1 The City or the District may terminate this Agreement, with or without cause, upon ninety (90) days written notice to the other party.

SECTION 7. DISPUTE RESOLUTION

7.1 In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof or the use of and/or payment for any facility for the purpose of this Agreement, the dispute or difference shall attempt to be resolved informally by the City Administrator or Mayor and the District's Superintendent. If the dispute or difference is unable to be resolved by the City Administrator and the District's Superintendent, the matter shall be referred to the City's Mayor for consultation with the City Council, and to the District's Board President for resolution.

SECTION 8. THIRD PARTY BENEFICIARIES

8.1 There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted to create such rights.

SECTION 9. INTEGRATED AGREEMENT/AMENDMENT

9.1 This Agreement constitutes the entire agreement of the parties, and may be amended at any time in writing by mutual agreement.

SECTION 10. GENERAL PROVISIONS

10.1 This Agreement shall be effective upon the duly authorized signature of the parties' representatives.

10.2 This Agreement shall be filed in the office of the Yakima County Auditor and the Washington Secretary of State within thirty (30) days of its effective date.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this ___ day of _____, 2017.

GRANDVIEW SCHOOL DISTRICT

CITY OF GRANDVIEW

Superintendent, Grandview School District

Mayor Norm Childress

Attest:

Anita Palacios, City Clerk

Approved as to form:

City Attorney

ORDINANCE NO. 2017-15

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
ADOPTING THE BUDGET AND CONFIRMING TAX LEVIES
FOR REVENUE TO CARRY ON THE GOVERNMENT
FOR THE FISCAL YEAR ENDING DECEMBER 31, 2018**

WHEREAS, the City Clerk did publish notice that the Council of the City of Grandview, Washington, would meet on the 28th day of November, 2017, at 7:00 p.m., in the Council Chambers of the City Hall of said City for the purpose of making and adopting the budget for the fiscal year 2018, and confirming a tax levy based upon the same fiscal year, and giving taxpayers within the limits of said City an opportunity to be heard upon said budget; and

WHEREAS, said City Council did meet at said time and place and did then consider the matter of said proposed budget and tax levy, no objections to the same having been filed with the City Clerk, and no persons appearing to make objections to the same, the Council concluded that the budget was in accord with the needs of the citizens of Grandview; and

WHEREAS, said proposed budget does not exceed the lawful limits of taxation allowed by law to be levied on the property of the City of Grandview for the purposes set forth in said budget, being all necessary to carry on the government of said City during said period,

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

SECTION I. That the City Council of the City of Grandview hereby adopts by reference the 2018 Annual Budget, which is on file in the Office of the City Clerk of Grandview. That required expenditures for the various departments and needs and operation of government of the City of Grandview, Washington, for the fiscal year ending December 31, 2018, are fixed in the following amounts, to-wit:

RECAPITULATION – ALL FUNDS

Fund	Beginning Balance	Revenue	Expenditures	Ending Balance
Current Expense	1,285,850	5,314,435	6,026,255	574,030
E.M.S.	203,190	138,270	154,450	187,010
Law & Justice Tax	153,110	286,000	320,700	118,410
Street	371,885	1,562,850	1,728,390	206,345
Transportation Benefit District	228,870	166,000	214,340	180,530
Cemetery	100,585	145,300	185,440	60,445
SIED Loan – EWC Plaza	0	58,670	58,670	0
SIED Loan – Euclid/WCR	5	23,300	23,300	5

Capital Improvements	39,915	80,500	59,000	61,415
EWC Plaza	10,265	0	0	10,265
Water/Sewer	8,002,785	5,929,905	5,090,090	8,842,600
Irrigation	219,215	471,000	527,160	163,055
Solid Waste	550,505	1,117,900	1,089,200	579,205
W/S Rev. Bond Redemption	167,130	435,500	424,150	178,480
Equipment Rental	2,408,215	457,000	912,720	1,952,495
Total	<u>13,741,525</u>	<u>16,186,630</u>	<u>16,813,865</u>	<u>13,114,290</u>

SECTION II. That a regular levy of \$1,533,600 levied upon the taxable real and personal property situated within the City of Grandview, taxable under the laws of the State of Washington as City taxes, as 2017 taxes, as affixed by Ordinance No. 2017-10 is hereby affirmed and said amount shall be appropriated.

SECTION III. The City Clerk is hereby instructed to forthwith certify said budget and tax levy to the County Assessor of Yakima County, Washington, for the purpose of having said taxes extended on the tax roll as provided by law, and said assessor is hereby authorized to extend said taxes accordingly.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on December 12, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISH: 12/13/17
EFFECTIVE: 12/18/17

ORDINANCE NO. 2017-16

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE CITY OF GRANDVIEW 2018 NON-UNION SALARY SCHEDULE**

WHEREAS, the City Council of the City of Grandview, Washington has by Ordinance No. 2017-15 adopted a budget for 2018; and,

WHEREAS, the City Council determined during the budget process that a 2% general salary increase for all non-union employees be allocated and included on the monthly salary matrix as an integral part thereof;

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

SECTION 1: The City of Grandview 2018 Non-Union Monthly Salary Schedule is hereby amended to include the salary increases attached hereto as Exhibit 1 and incorporated herein by reference.

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 December 12, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLISHED: 12/13/17
EFFECTIVE: 1/1/18

**EXHIBIT 1
CITY OF GRANDVIEW
2018 NON-UNION MONTHLY SALARY SCHEDULE**

POSITION	MONTHLY MINIMUM	MONTHLY MAXIMUM
City Administrator/Public Works Director (hybrid position)	\$8,252	\$12,377
City Clerk/Human Resource Assistant (hybrid position)	\$5,597	\$8,395
Police Chief	\$5,569	\$8,355
Fire Chief	\$5,513	\$8,270
Assistant Police Chief	\$5,025	\$7,537
Assistant Public Works Director	\$4,773	\$7,151
Wastewater Treatment Plant Superintendent	\$4,726	\$7,088
City Treasurer	\$4,654	\$7,087
Fire Captain	\$4,607	\$6,911
Parks & Recreation Director	\$4,418	\$6,726
Library Director	\$3,880	\$5,819
Public Works Foreman	\$3,820	\$5,731
Deputy City Clerk/Treasurer	\$3,231	\$4,847
Public Works Assistant	\$3,231	\$4,847
Accounting Clerk	\$3,016	\$4,525
Utility Billing Clerk	\$2,849	\$4,336
Assistant Librarian	\$2,712	\$4,128
Public Works Office Clerk	\$2,583	\$3,931
Receptionist	\$2,583	\$3,931