

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



**COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM**

**PAGE**

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **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.
4. **NEW BUSINESS**
  - A. Probation Services Agreement – Therese Murphy, Yakima County District Courts Manager 1
  - B. Resolution authorizing the Mayor to sign an Agreement with the Yakima County District Court for Probation Services 2-8
  - C. Resolution authorizing application to the Washington State Department of Health 2017 Drinking Water State Resolving Fund (DWSRF) for a construction loan to fund Water System Capital Improvements 9-10
  - D. Retirement Handgun Retention 11-12
  - E. Municipal Engineering Services Request for Statement of Qualifications (2018-2020) – HLA Engineering and Land Surveying, Inc. 13-15
  - F. Ordinance amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates – 4% increase 16-23
  - G. Ordinance amending Grandview Municipal Code Section 13.28.010 setting domestic water rates – 1% increase 24-28
  - H. Ordinance amending Grandview Municipal Code Section 13.28.085 setting garbage rates – 1% increase 29-31
  - I. Ordinance amending Grandview Municipal Code Section 13.28.060(B) setting irrigation water rates – 1% increase 32-33
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

**ITEM TITLE:**

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

AND

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

**AGENDA NO.** New Business 4 (A) & (B)

**AGENDA DATE:** November 14, 2017

**DEPARTMENT**

Municipal Court

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

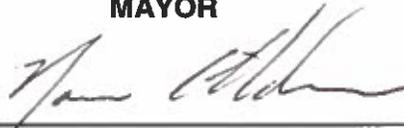
**DEPARTMENT DIRECTOR REVIEW**

Anita Palacios, City Clerk



**CITY ADMINISTRATOR**

**MAYOR**



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

Grandview Municipal Court contracts with Yakima County District Court for court services. In the past, probation services was included in the court contract.

**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.

For 2018, Yakima County District Court will be separating out probation services from the court contract and the City will be entering into another agreement with Yakima County District Court for probation services. The proposed Probation Services Agreement provides for a flat fee of \$70 per case for which probation supervision has been 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 agrees to accept 75% of the total cost that the City would be responsible to pay. For years three and four, the City agrees to pay 100% of the total cost the City is responsible for.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign an Agreement with the Yakima County District Court for Probation Services a regular Council meeting for consideration.

**RESOLUTION NO. 2017-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH THE YAKIMA  
COUNTY DISTRICT COURT FOR PROBATION SERVICES**

**WHEREAS**, the City of Grandview and Yakima County District Court desire to continue the existing arrangement whereby the County provides probation supervision services for cases/individuals referred to Probation Services by the Grandview Municipal Court; and,

**WHEREAS**, a Probation Services Agreement has been prepared for the provision of those services,

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

The Mayor is hereby authorized to sign a Probation Services Agreement with the Yakima County District Court, 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 \_\_\_\_\_, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

## Probation Services Agreement

**THIS PROBATION SERVICES AGREEMENT** ("Agreement") is entered into by and between the City of Grandview ("City"), a Washington State municipal corporation and its Municipal Court ("Municipal Court"); and the County of Yakima ("County") a Washington State political subdivision and its District Court ("District Court") under the authority and in conformance with RCW 39.34, the Interlocal Cooperation Act.

**WHEREAS**, the City and the County desire to continue the existing arrangement whereby the County provides probation supervision services for cases/individuals referred to Probation Services by the Grandview Municipal Court;

**NOW, THEREFORE**, in consideration of mutual promises and conditions contained herein, the parties hereto mutually agree as follows:

1. **PURPOSE:** The purpose of this Agreement is to set forth the terms and conditions upon which the parties agree to continue probation services and to enumerate other related provisions that contribute to their mutual benefit.
2. **DURATION:** This Agreement shall be effective from January 1, 2018 and shall remain in effect until midnight on December 31, 2021, unless terminated earlier by either party in accordance with Section 11 of this Agreement.
3. **COMPENSATION:**
  - a. *Cost Per Case:* The City agrees to pay the County a flat fee of \$70.00 per case for which probation supervision has been ordered for the duration of this Agreement subject to paragraph four of this Agreement. For 2018, the cost to the City for supervision services is \$4,462.50. The calculation of that amount is detailed below and further explained in paragraphs 3(b) and 3(c).

Year	Average Active Caseload	Average BW Caseload	Total Average Caseload	Flat Fee Cost Per Case	Annual Cost at 100%	75% Phase In	Quarterly Cost
2018	68	17	85	\$70	\$5,950	\$4,462.50	\$1,115.63

- b. *Phase – In:* For year one and year two of this Agreement, the County agrees to accept 75% of the total cost that the City would be responsible to pay. For year three and year four, the City agrees to pay 100% of the total cost the City is responsible for.

c. *Calculation and Timing:* The County will project the total number of active and bench warrant cases that we expect to supervise for the upcoming year by the first of August of the preceding year for which services will be rendered. The County will provide the City with an accounting that includes the average active caseload and average bench warrant caseload for the upcoming year as well as the calculation of cost based upon the accounting.

For 2018, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant cases) in 2017. For 2019, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant cases) in 2017 and 2018. For 2020, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant cases) in 2017, 2018 and 2019. For 2021, the County will project the number of cases based on the daily average number of cases supervised (includes active and bench warrant cases) in 2017, 2018, 2019 and 2020.

d. *Payment:* The County will invoice the City on a quarterly basis for costs and fees determined as set forth in paragraph 3, above, with the total amount owed for the previous quarter. The first invoice will be for County probation services provided from January 1, 2018 through March 31, 2018. The City will remit payment within 30 days after receipt of the County's invoice.

4. REVIEW: If it is determined that the flat fee of \$70.00 per case is inadequate to cover costs associated with supervision, the parties agree that the cost per case can be reviewed by August 1 of each contract year and adjusted based on those discussions, to become effective on January 1 the following year. At the time of review, the County will provide the City with notice as well as supporting documentation detailing their findings as it relates to case numbers, operational costs and revenue shortfalls.

5. PROBATION SERVICES: The parties agree that the most effective way to continue consolidated probation services to reduce costs and provide better services is for District Court Probation Department to continue providing probation services to any and all individuals subject to probation supervision by order of the Municipal Court ("City Probationers").

a. The City shall continue to refer applicable probationers to the Probation Department.

b. The County shall provide all necessary personnel, equipment and facilities to perform the foregoing services in the manner required by law and court rule. The County shall provide the City with notice of any changes that may impact the staffing and service levels applicable to City Probationers.

6. NO THIRD PARTY RIGHTS. This Agreement is entered into for the sole benefit of the District Court and the Municipal Court. It shall confer no benefits or rights, direct or indirect, on any third persons or entities. No person or entity other than the parties themselves may rely upon or enforce any provision of this Agreement. The decision to assert or waive any provision of this Agreement is solely that of each party.

7. IMPLEMENTATION. The Presiding Judge of the Municipal Court and the Presiding Judge of the District Court shall be jointly responsible for implementation and proper administration of this Agreement.

8. INDEPENDENT CONTRACTOR. The District Court and the County understand and expressly agree that the County, the District Court and its employees, officials, and agents are not City or Municipal Court employees and shall make no claim of City or Municipal Court employment nor shall claim against the City or the Municipal Court any employment benefits, social security, and/or retirement benefits.

9. COMPLIANCE WITH LAW. All parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including Administrative Rule for Courts of Limited Jurisdiction (ARLJ) 11 regarding Misdemeanant Probation Departments.

10. LIABILITY.

- a. The City agrees to hold harmless, indemnify, and defend the County, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act or omission of the City, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- b. The County agrees to hold harmless, indemnify, and defend the City, its officers, elected officials, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including costs and reasonable attorney's fees) which result from or arise out of any intentional or negligent act and/or omission of the County, its officers, elected officials, employees, and agents in connection with or incidental to the performance of this Agreement.
- c. In the event that both the County and the City are negligent in a matter arising out of the activities of the parties pursuant to this Agreement, each part shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability,

damages, judgments, costs and expenses including costs and reasonable attorney's fees.

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

e. Notwithstanding any provision to the contract, the terms of this section shall survive any expiration or termination of this Agreement.

11. **TERMINATION.** Termination of this Agreement by either party may be accomplished upon one year's written notice of the intent to terminate to the other party. At the termination of the agreement, all pending probation cases, together with all relevant and necessary case files and records associated therewith, shall be transferred to the City.

12. **INSURANCE.** Yakima County is insured by the Washington Counties Risk Pool. {Need to insert Grandview insurance language}

a. At all times during provision of the Probation Services for Grandview Municipal Court probationers, Yakima County shall secure and maintain in effect insurance to protect the City from and against all claims, damages, losses, and expenses arising out of or resulting from the negligent performance or non-performance of this Contract by Yakima County officials or employees. Yakima County shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

b. **Commercial General Liability Insurance.** Before this Contract is fully executed by the parties, Yakima County shall provide the City with a certificate of insurance as proof of commercial liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate (per project). The policy shall include employer's liability (Washington Stop Gap). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract.

c. **Professional Liability Coverage.** Before this Contract is fully executed by the parties, Yakima County shall provide the City with a certificate of insurance as proof of professional liability coverage with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) aggregate. The certificate shall

clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide. If the policy is written on a claims made basis the coverage will continue in force for an additional two years after the completion of this contract.

13. INTEGRATION, SUPERSESION AND MODIFICATION. This Agreement sets forth all of the terms, conditions and agreements of the parties relative to the subject matter hereof and supersedes any and all prior negotiations, discussions, agreements and understandings between the parties as to the subject matter hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduce to writing and executed by the parties.

14. SEPARATE LEGAL OR ADMINISTRATIVE AGENCY. No separate legal or administrative agency is created by this Agreement.

15. SEVERABILITY.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the provision held to be invalid.

b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

16. NON-WAIVER. The waiver by the County or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provision.

17. NOTICES. Unless stated otherwise herein, all notices and demands shall be in writing and sent to the parties to their addresses as follows:

TO CITY:

Cus Arteaga, City Administrator  
City of Grandview  
207 West Second Street  
Grandview, Wa. 98930

TO COUNTY/DISTRICT COURT: Donald Engel, Presiding Judge  
Yakima County District Court  
128 N. 2<sup>nd</sup> Street Room 225  
Yakima, Wa. 98901

or to such 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.

17. SURVIVAL. Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

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

19. BINDING AUTHORITY. As presiding judges of the heretofore mentioned courts, the parties signing hereto have the power and authority to execute this agreement for consolidation of probation services and to bind the City of Grandview Municipal Court and the Yakima County District Court in performance thereof.

**CITY OF GRANDVIEW**

By: \_\_\_\_\_  
Cus Arteaga, City Administrator  
Date: \_\_\_\_\_

**YAKIMA COUNTY**

By: \_\_\_\_\_  
Donald W. Engel, Presiding Judge  
Date: \_\_\_\_\_

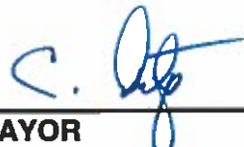
Approved as to Form:

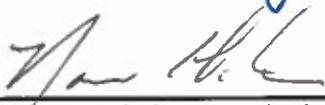
\_\_\_\_\_  
Deputy Prosecuting Attorney,  
WSBA # \_\_\_\_\_  
Date: \_\_\_\_\_

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

<b>ITEM TITLE</b>	<b>AGENDA NO.:</b> New Business 4 (C)
Resolution authorizing application to the Washington State Department of Health 2017 Drinking Water State Resolving Fund (DWSRF) for a construction loan to fund Water System Capital Improvements	<b>AGENDA DATE:</b> November 14, 2017
<b>DEPARTMENT</b>	<b>FUNDING CERTIFICATION</b> (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)

At the October 23, 2017 special COW meeting, City Administrator Arteaga explained 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
- Glen Street water main upsizing - \$205,000

The funding identified for these improvements was a Drinking Water State Resolving 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.

**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.

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.

**ACTION PROPOSED**

Move a resolution authorizing application to the Washington State Department of Health 2017 Drinking Water State Resolving Fund (DWSRF) for a construction loan to fund Water System Capital Improvements to the regular Council meeting for consideration.

**RESOLUTION NO. 2017-\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING APPLICATION TO THE WASHINGTON STATE DEPARTMENT OF  
HEALTH 2017 DRINKING WATER STATE RESOLVING FUND (DWSRF) FOR A  
CONSTRUCTION LOAN TO FUND WATER SYSTEM CAPITAL IMPROVEMENTS**

**WHEREAS**, the Washington State Department of Health Drinking Water State Revolving Fund (DWSRF) makes funds available to drinking water systems to pay for infrastructure improvements; and,

**WHEREAS**, the DWSRF program provides low-interest preconstruction and construction loans to publicly owned (municipal) drinking water systems to cover capital improvements that increase public health and compliance with drinking water regulations; and,

**WHEREAS**, the City's Water System Plan identified Major Capital Improvements in 2019 to include water main upsizing on Cedar Street, North Elm Street, West Third Street, West Fourth Street, and Glen Street; and,

**WHEREAS**, the City Council wishes to authorize application to the 2017 Drinking Water State Resolving Fund (DWSRF) for a construction loan to be used to fund Water System Capital Improvements as mentioned above,

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

The Public Works Director is authorized to submit an application to the Washington State Department of Health 2017 Drinking Water State Revolving Fund (DWSRF) for a construction loan in the amount of \$1,503,764.76 to fund said Water System Capital Improvements.

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

# GRANDVIEW POLICE DEPARTMENT

207 W. 2ND STREET, GRANDVIEW, WA 98930 TELEPHONE (509) 882-2000  
FAX (509) 882-1232



KAL FULLER  
Chief of Police

**Date:** 10/19/17  
**To:** Mayor Childress and Council  
**From:** Kal Fuller, Chief of Police  
**Re:** Retirement Handgun Retention

Grandview Police Department currently has pistols set up on a 10 year capitol replacement plan. In 2013 pistols were replaced and will be replaced again in 2023. Old pistols are traded in on new replacement pistols. In the past the vendor then offers to sell those trade-in handguns back to each officer. Most officers choose to purchase that handgun.

The pistols we currently carry retailed new for about \$850.00. When our last pistols were traded in we were given credit for about \$400.00 each. A police pistol gets more use and wear than a normal handgun and their value depreciates relatively quickly.

The last time we had officers retire happened to coincide with one of our regular replacement cycles. The retiring officers were able to purchase and retain the firearms they had carried as duty weapons. This is a common practice in law enforcement and the ability to retire with the firearm you carried for years on duty is very important to retiring officers and a morale booster for currently employed officers. It is common for that handgun to be passed down to the Officer's children.

We have two officers that are scheduled to retire over the next two years.

I would like approval to allow an officer who retires in good standing to be presented with his duty firearm upon retirement at no cost to him.

In Grandview Personnel Policy Manual Chapter 26 (Employee Recognition) it spells out current limitations of acceptable ways to recognize employees. I propose that a section be added to the policy to allow an officer to retain his duty firearm.

Respectfully,

A handwritten signature in black ink that reads "Kal Fuller".

Kal Fuller  
Chief of Police

**PROPOSED ADDITION TO:**

**GRANDVIEW PERSONNEL MANUAL CHAPTER 26**

**26.03 Police Department Retirement Award**

A. It is in the interest of good morale in the Police Department to allow a retiring Police Officer to retain the handgun that has been issued to them during his service time. It is in the best interest of the City of Grandview to recognize employee contributions and service, especially those employees who continued employment with the city up to their retirement age.

B. An officer in good standing who retires with more than 20 years of service shall be allowed to keep the regular duty handgun that was assigned to them during that period.

C. The value of the handgun shall not exceed \$500.00. If the value of the handgun exceeds that amount, the retiring officer shall be given the option of reimbursing the city for the value over \$500.00 in order to obtain the weapon.

D. The award of a handgun shall only include one handgun that was assigned to that officer.

E. The Mayor shall be notified of any proposed award by a written request from the Chief of Police. Upon written approval by the Mayor, the Chief of Police shall process the transfer of the handgun to the retiring officer.

F. Any transfers shall comply with any state or federal firearms laws applicable at that time.

G. After an award of a handgun is approved, the Chief of Police will prepare a Notice of Surplus Property to be presented to the Grandview City Council.

*Draft created by Chief Kal Fuller 10/27/2017*

**CITY OF GRANDVIEW  
AGENDA ITEM HISTORY/COMMENTARY  
COMMITTEE-OF-THE-WHOLE MEETING**

**ITEM TITLE**

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

**AGENDA NO.:** New Business 4 (E)

**AGENDA DATE:** November 14, 2017

**DEPARTMENT**

Public Works Department

**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

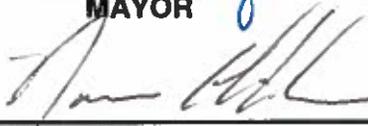
**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director



**CITY ADMINISTRATOR**

**MAYOR**

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

None

**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.

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 Norm Childress, City Clerk Anita Palacios, and City Administrator/Public Works Director Arteaga.

**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.



**CITY OF GRANDVIEW  
MUNICIPAL ENGINEERING SERVICES  
REQUEST FOR STATEMENT OF QUALIFICATIONS**

The City of Grandview is inviting Statements of Qualifications from firms interested in providing professional municipal engineering services during the 2018-2020 calendar years. The City will be selecting a consulting engineering firm for various municipal engineering services for water, sewer, drainage, and street projects, comprehensive plans, municipal planning, traffic studies, capital facilities plans, rate studies, technical reports, cost estimates, environmental reviews, plans, specifications, services during construction and funding applications. Design, plans, specifications, and services during construction for street and utility improvements may include those funded by TIB, WSDOT, STBG, WDOE, USDA, CDBG, CERB, SIED, EDA, DWSRF, PWTF, SRTS and federal stimulus grant funds.

In addition, the City will be selecting an engineering consultant to provide professional services for design, right of way, and/or construction observation and administration for the following funded project: WSDOT Safe Routes to School (SRTS) – Elm Street and Fir Street Sidewalk Improvements.

The City may submit grant application(s) to the Washington State Department of Commerce Community Development Block Grant (CDBG) program and/or applications to other agencies/programs for funding to complete a study and/or construction project(s). Should CDBG grant funds be secured, cost plus percentage of construction cost consultant agreements will not be allowed. State and federal equal opportunity and affirmative action requirements will apply to the selection process, consultant agreement and conduct of the project.

Statements of Qualifications shall be limited to thirty (30) pages and should include relevant experience in similar work, qualifications of key personnel, familiarity with the City of Grandview and/or experience with municipalities of similar size, experience with state and federal funding programs, previous performance on public projects, and references. Three (3) copies of the Statement of Qualifications shall be submitted.

The City's selection of a consultant for these engineering services will be made from the Statement of Qualifications received at City Hall by 4:00 p.m. on Friday, October 20, 2017. Questions regarding these services and Statement of Qualifications should be directed to Cus Arteaga, City Administrator/Public Works Director, City of Grandview, 207 West Second Street, Grandview, WA 98930. Phone: 509-882-9211. The most highly rated firm will be selected for negotiation of a professional services contract. Interviews may be held at the City's discretion.

The City, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all consultants that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR Part 23 will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

The City of Grandview is an equal opportunity and affirmative action employer. Qualified women- and minority-owned consultants are encouraged to respond.

**Publish:** Daily Sun News – September 21, 2017 & September 28, 2017  
Yakima Herald – September 24, 2017  
Tri-City Herald – September 24, 2017

**Post:** State Office of Minority and Women’s Business Enterprise (OMWBE)

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.050  
SETTING DOMESTIC SEWER RATES**

**WHEREAS**, sewer service provided by the City of Grandview (“City”) is critical to the health and welfare of the citizens of the City; and,

**WHEREAS**, rate adjustments are necessary from time to time to ensure that sufficient revenues exist in the Water/Sewer Fund to properly maintain the citizens’ utilities and provide adequate services to City residents and businesses and to adequately service the water/sewer debt issued by the City; and,

**WHEREAS**, Grandview Municipal Code Section 13.28.050 provides for domestic sewer rates;

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

**Section 1.** Grandview Municipal Code Section 13.28.050, which reads as follows:

**13.28.050 Sewer rates.**

2015 rates set forth herein shall become effective on December 15, 2014, excluding section B – Rates for Large Industrial Users within the City, which shall become effective on January 1, 2015.

A. **Definitions.** Unless the context specifically indicates otherwise, the meaning of the terms used in this section shall be as defined in GMC 13.04.010.

B. **Rates for Large Industrial Commercial Users within the City.** Sewer rates for large industrial or commercial accounts required to install monitoring stations, to be charged by the City of Grandview for sewer service, are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon the volume and strength of the wastewater discharged as follows:

<b><u>Parameter</u></b>	<b><u>Rate</u></b>
Flow per 1,000 gallon	\$2.9888
BOD per pound	\$0.0914
TSS per pound	\$0.2885

Quantities of flow, BOD and TSS shall be as determined by the City using data and results obtained by the City from the monitoring stations installed by each large industrial or commercial user. The minimum monthly charge for large industrial and

commercial users shall be as follows:

<u>Service Description</u>	<u>Rate</u>
Minimum monthly charge	\$640.50

The minimum monthly charge for separate sanitary waste, as discussed below, shall be included in this minimum amount. The City of Grandview shall charge for sanitary waste flows that do not pass through the industrial monitoring stations for the large industrial or commercial accounts. Such sanitary waste flows shall be determined based on the number of "full-time equivalent" employees employed by the large industrial or commercial user.

"Full-time equivalent" refers to the calculation made to determine the number of employees, both part- and full-time, employed in the City of Grandview, by a particular business. The quarterly Department of Labor and Industries report should be used to determine the number of employee equivalents by dividing the total hours of all classes of workers employed by 520 hours and adding the number of owners, partners, and officers employed in the business and not included above. If the quarterly Department of Labor and Industries report does not accurately reflect the number of employees employed within the City of Grandview, then equivalent quarterly information may be used to determine the number of employee equivalents by dividing the total hours of all classes of workers employed by 520 hours and adding the number of owners, partners and officers employed in the business and not included in the worker hours.

For example: if an industry reported 10,400 hours for the first quarter, the calculation would be:

$$\text{Monthly number of equivalent employees} = 10,400/520 = 20$$

A copy of the report or form used to determine worker hours and "full-time equivalent" employees shall be provided to the City each quarter.

The sanitary waste water flows for a three-month period shall be based on the number of hours reported for the previous quarter and shall be calculated using 300 gallons per employee per day as follows:

$$\text{Monthly flow volume in gallons} = \text{monthly number of equivalent employees times 300 gallons per equivalent employee.}$$

For example: using the 20 monthly number of equivalent employees calculated above for the first quarter, the flow volume used for sewer rates for each month of the second quarter would be:

$$\text{Monthly flow volume in gallons} = 20 \times 300 = 6,000 \text{ gallons}$$

Charges by the City of Grandview for such sanitary waste sewer services are, until

further ordinance by the City Council, as follows:

Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<u>Minimum Monthly Charge</u>	<u>Rate</u>
Minimum for 5,000 gallons	\$37.88
Plus for each 1,000 gallons after 5,000 gallons	\$ 4.70

C. **Rates for Residential and Public Users within the City.** Sewer rates for all accounts within the corporate City limits, except industrial, business and commercial accounts, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, as follows. Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<u>Minimum Monthly Charge</u>	<u>Rate</u>
Minimum for 5,000 gallons	\$32.01
Plus for each 1,000 gallons after 5,000 gallons	\$ 5.07

Provided, during the irrigation season (March 15th to October 15th – Resolution No. 2004-20) the sewer rate use charge shall be fixed and based upon the average monthly water usage during the non-irrigation season (October 15th to March 15th). During the non-irrigation season, the sewer rate use charge shall be fixed and based upon actual water use.

D. **Rates for Commercial, Business, and Industrial Users within the City.** Sewer rates for commercial, business, and industrial sewer services within the corporate City limits not required to install monitoring stations, with the exception of grocery stores, bakeries, restaurants, and drive-ins, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<u>Minimum Monthly Charge</u>	<u>Rate</u>
Minimum for 5,000 gallons	\$32.01
Plus for each 1,000 gallons after 5,000 gallons	\$ 3.98

Commercial, business, and industrial sewer services within the corporate City limits not required to install monitoring stations who lose volume of water through evaporation, irrigation, or in the product may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented through the use of water meters. In such situations, the monthly sewer

charges will be based upon the volume of wastewater discharged to the City at the rates specified.

**Sewer rates for grocery stores, bakeries, restaurants, and drive-ins** to be charged by the City of Grandview for sewer services are, until further ordinance by the City council, as follows. Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<u>Minimum Monthly Charge</u>	<u>Rate</u>
Minimum for 5,000 gallons	\$32.01
Plus for each 1,000 gallons after 5,000 gallons	\$ 4.65

E. **Rates outside City.** Sewer rates for all accounts outside the corporate City limits, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, 150 percent of the corresponding rate charged for a similar facility located within the corporate City limits; except when property to be served is subject to pending annexation and Yakima County has given the City early transfer of authority as provided in Article G.6 of the Interlocal Agreement for Growth Management Act implementation in Yakima County, adopted by Resolution No. 99-14. In the event such property is not annexed at the next available annexation election date, said property shall pay at the rate of all other property outside the City limits. Where user is supplied by water from non-City sources, upon demand of the City Council, the supply shall be metered at the owner's expense and the City shall have the right of access to the meter.

F. In addition to all sewer charges, applicable Washington State and local utility taxes shall be shown on the billing and collected in accordance with this chapter and GMC 13.28.120.

G. **Penalty.** The City of Grandview shall charge monetary penalties for slug or accidental discharges of wastes from large industrial or commercial users in accordance with GMC 13.12.120 and, until further ordinance of the City Council, penalties for violation of pH limits in accordance with the following schedule:

Any discharge of wastes from a large industrial or commercial user with a pH lower than five or higher than 11, for an average over a 15-minute period within a 60-minute duration, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works, shall be subject to a penalty as follows per hour for each hour said violation continues to occur. In addition, the City may charge the discharger for actual costs of mitigating the effects of the impact of the discharge on the sewer system and treatment facilities:

<u>Penalty Description</u>	<u>Rate</u>
Slug/accidental discharge	\$308.00 per hour

*Is hereby amended to read, as follows:*

**13.28.050 Sewer rates.**

2018 rates set forth herein shall become effective on December 15, 2017, excluding section B – Rates for Large Industrial Users within the City, which shall become effective on January 1, 2018.

A. **Definitions.** Unless the context specifically indicates otherwise, the meaning of the terms used in this section shall be as defined in GMC 13.04.010.

B. **Rates for Large Industrial Commercial Users within the City.** Sewer rates for large industrial or commercial accounts required to install monitoring stations, to be charged by the City of Grandview for sewer service, are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon the volume and strength of the wastewater discharged as follows:

<b><u>Parameter</u></b>	<b><u>Rate</u></b>
Flow per 1,000 gallon	\$3.1084
BOD per pound	\$0.0951
TSS per pound	\$0.3000

Quantities of flow, BOD and TSS shall be as determined by the City using data and results obtained by the City from the monitoring stations installed by each large industrial or commercial user. The minimum monthly charge for large industrial and commercial users shall be as follows:

<b><u>Service Description</u></b>	<b><u>Rate</u></b>
Minimum monthly charge	\$665.00

The minimum monthly charge for separate sanitary waste, as discussed below, shall be included in this minimum amount. The City of Grandview shall charge for sanitary waste flows that do not pass through the industrial monitoring stations for the large industrial or commercial accounts. Such sanitary waste flows shall be determined based on the number of "full-time equivalent" employees employed by the large industrial or commercial user.

"Full-time equivalent" refers to the calculation made to determine the number of employees, both part- and full-time, employed in the City of Grandview, by a particular business. The quarterly Department of Labor and Industries report should be used to determine the number of employee equivalents by dividing the total hours of all classes of workers employed by 520 hours and adding the number of owners, partners, and officers employed in the business and not included above. If the quarterly Department of Labor and Industries report does not accurately reflect the number of employees employed within the City of Grandview, then equivalent quarterly information may be

used to determine the number of employee equivalents by dividing the total hours of all classes of workers employed by 520 hours and adding the number of owners, partners and officers employed in the business and not included in the worker hours.

For example: if an industry reported 10,400 hours for the first quarter, the calculation would be:

$$\text{Monthly number of equivalent employees} = 10,400/520 = 20$$

A copy of the report or form used to determine worker hours and "full-time equivalent" employees shall be provided to the City each quarter.

The sanitary waste water flows for a three-month period shall be based on the number of hours reported for the previous quarter and shall be calculated using 300 gallons per employee per day as follows:

Monthly flow volume in gallons = monthly number of equivalent employees times 300 gallons per equivalent employee.

For example: using the 20 monthly number of equivalent employees calculated above for the first quarter, the flow volume used for sewer rates for each month of the second quarter would be:

$$\text{Monthly flow volume in gallons} = 20 \times 300 = 6,000 \text{ gallons}$$

Charges by the City of Grandview for such sanitary waste sewer services are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<u>Minimum Monthly Charge</u>	<u>Rate</u>
Minimum for 5,000 gallons	\$39.40
Plus for each 1,000 gallons after 5,000 gallons	\$ 4.89

C. Rates for Residential and Public Users within the City. Sewer rates for all accounts within the corporate City limits, except industrial, business and commercial accounts, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, as follows. Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<u>Minimum Monthly Charge</u>	<u>Rate</u>
Minimum for 5,000 gallons	\$33.29
Plus for each 1,000 gallons after 5,000 gallons	\$ 5.27

Provided, during the irrigation season (March 15th to October 15th – Resolution No. 2004-20) the sewer rate use charge shall be fixed and based upon the average monthly water usage during the non-irrigation season (October 15th to March 15th). During the non-irrigation season, the sewer rate use charge shall be fixed and based upon actual water use.

**D. Rates for Commercial, Business, and Industrial Users within the City.**

Sewer rates for commercial, business, and industrial sewer services within the corporate City limits not required to install monitoring stations, with the exception of grocery stores, bakeries, restaurants, and drive-ins, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, as follows:

Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<u>Minimum Monthly Charge</u>	<u>Rate</u>
Minimum for 5,000 gallons	\$33.29
Plus for each 1,000 gallons after 5,000 gallons	\$ 4.14

Commercial, business, and industrial sewer services within the corporate City limits not required to install monitoring stations who lose volume of water through evaporation, irrigation, or in the product may request a reduction in their monthly sewer charge only if the difference between water consumed and wastewater discharged to the City is documented through the use of water meters. In such situations, the monthly sewer charges will be based upon the volume of wastewater discharged to the City at the rates specified.

**Sewer rates for grocery stores, bakeries, restaurants, and drive-ins** to be charged by the City of Grandview for sewer services are, until further ordinance by the City council, as follows. Sewer rates shall be based upon a minimum monthly charge plus a per unit rate for each 1,000 gallons of water delivered in excess of the first 5,000 gallons per month as follows:

<u>Minimum Monthly Charge</u>	<u>Rate</u>
Minimum for 5,000 gallons	\$33.29
Plus for each 1,000 gallons after 5,000 gallons	\$ 4.84

**E. Rates outside City.** Sewer rates for all accounts outside the corporate City limits, to be charged by the City of Grandview for sewer services are, until further ordinance by the City Council, 150 percent of the corresponding rate charged for a similar facility located within the corporate City limits; except when property to be served is subject to pending annexation and Yakima County has given the City early transfer of authority as provided in Article G.6 of the Interlocal Agreement for Growth Management Act implementation in Yakima County, adopted by Resolution No. 99-14. In the event

such property is not annexed at the next available annexation election date, said property shall pay at the rate of all other property outside the City limits. Where user is supplied by water from non-City sources, upon demand of the City Council, the supply shall be metered at the owner's expense and the City shall have the right of access to the meter.

F. In addition to all sewer charges, applicable Washington State and local utility taxes shall be shown on the billing and collected in accordance with this chapter and GMC 13.28.120.

G. **Penalty.** The City of Grandview shall charge monetary penalties for slug or accidental discharges of wastes from large industrial or commercial users in accordance with GMC 13.12.120 and, until further ordinance of the City Council, penalties for violation of pH limits in accordance with the following schedule:

Any discharge of wastes from a large industrial or commercial user with a pH lower than five or higher than 11, for an average over a 15-minute period within a 60-minute duration, or having any other corrosive property capable of causing damage or hazard to structures, equipment and personnel of the sewage works, shall be subject to a penalty as follows per hour for each hour said violation continues to occur. In addition, the City may charge the discharger for actual costs of mitigating the effects of the impact of the discharge on the sewer system and treatment facilities:

<u>Penalty Description</u>	<u>Rate</u>
Slug/accidental discharge	\$320.00 per hour

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

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLICATION:**  
**EFFECTIVE:**

ORDINANCE NO. 2017-\_\_\_\_

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.010 SETTING  
DOMESTIC WATER RATES**

**WHEREAS**, water service provided by the City of Grandview ("City") is critical to the health and welfare of the citizens of the City; and,

**WHEREAS**, rate adjustments are necessary from time to time to ensure that sufficient revenues exist in the Water/Sewer Fund to properly maintain the citizens' utilities and provide adequate services to City residents and businesses and to adequately service the water/sewer debt issued by the City; and,

**WHEREAS**, Grandview Municipal Code Section 13.28.010 provides for domestic water rates;

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

**Section 1.** Grandview Municipal Code Section 13.28.010, which reads as follows:

**13.28.010 Meter rates and service charges for domestic water consumed.**

2015 meter rates and service charges for domestic water consumed, used, or delivered by or to customers of the water department shall be effective commencing December 15, 2014, and shall be according to the following schedules and classifications of use:

A. The monthly water meter service charge for the different size meters shall be as follows:

<b><u>Meter Size</u></b>	<b><u>Rate</u></b>
5/8 to 3/4 inch	\$23.53
1 inch	\$27.45
1 1/4 inch	\$32.23
1 1/2 inch	\$36.17
2 inch	\$53.60
3 inch	\$70.79
4 inch	\$91.01
6 inch	\$174.44
8 inch	\$351.39

B. In addition to the service charge for each monthly billing period, water usage shall be charged in accordance with the following schedule:

<u>Consumption in Gallons</u>	<u>Rate</u>
1,000 to 3,000	\$0.36
3,001 to 15,000	\$2.17
15,001 to 30,000	\$1.74
30,001 and above	\$1.50

Provided, where more than one meter is used to measure the service, the meter service charge shall be the sum of the charges for the meters so used.

In addition to the charges, applicable Washington State utility tax shall be shown on the billing and collected in accordance with this chapter and GMC 13.28.120.

C. The City shall pay hydrant rental at the following rate per year:

<u>Service Provided</u>	<u>Rate</u>
Hydrant rental	\$1,977.00

D. For all water services outside of city limits, the charge shall be 150 percent of the applicable rate within the city limits, including standby or fire protection service charges; except when property to be served is subject to pending annexation and Yakima County has given the city early transfer of authority as provided in Article G.6 of the Inter-local Agreement for Growth Management Act implementation in Yakima County, adopted by Resolution No. 99-14. In the event such property is not annexed at the next available annexation election date, or other procedure for annexation, said property shall pay at the rate of all other property outside the city limits.

E. Service Charge for Rereading Obstructed Meters. Whenever it is necessary for the meter reader to return to any meter to read the same because of the fact that the meter is covered with debris, dirt, or any other material making access to the meter difficult, a service charge shall be charged each time the meter reader must return to the premises, and the meter reader shall leave a notice with the occupant of the premises, and shall not return more often than each five days. The service charges shall be as follows:

<u>Service Provided</u>	<u>Rate</u>
Obstructed meter reread	\$25.00

F. Service Charge to Turn On a Meter, Create a New Utility Account, Generate a Closing Bill or Generate and Deliver a 24-Hour Notice of Disconnection. A service charge shall be charged to turn on a meter, create a new utility account, generate a closing bill, or generate and deliver a 24-hour notice of disconnection as follows:

<b><u>Service Provided</u></b>	<b><u>Rate</u></b>
24-hour notice of disconnection fee	\$5.00
Turn-on fee	\$25.00
New account fee	\$25.00
Closing bill fee	\$25.00
After hours* nonemergency turn-on fee	\$80.00

\*After hours shall include Monday through Friday after 4:00 p.m. and before 8:00 a.m., weekends and holidays.

*Is hereby amended to read, as follows:*

**13.28.010 Meter rates and service charges for domestic water consumed.**

2018 meter rates and service charges for domestic water consumed, used, or delivered by or to customers of the water department shall be effective commencing December 15, 2017, and shall be according to the following schedules and classifications of use:

A. The monthly water meter service charge for the different size meters shall be as follows:

<b><u>Meter Size</u></b>	<b><u>Rate</u></b>
5/8 to 3/4 inch	\$23.77
1 inch	\$27.73
1 1/4 inch	\$32.55
1 1/2 inch	\$36.53
2 inch	\$54.14
3 inch	\$71.50
4 inch	\$91.92
6 inch	\$176.18
8 inch	\$354.90

B. In addition to the service charge for each monthly billing period, water usage shall be charged in accordance with the following schedule:

<b><u>Consumption in Gallons</u></b>	<b><u>Rate</u></b>
1,000 to 3,000	\$0.36
3,001 to 15,000	\$2.19
15,001 to 30,000	\$1.76
30,001 and above	\$1.52

Provided, where more than one meter is used to measure the service, the meter service charge shall be the sum of the charges for the meters so used.

In addition to the charges, applicable Washington State utility tax shall be shown on the billing and collected in accordance with this chapter and GMC 13.28.120.

C. The City shall pay hydrant rental at the following rate per year:

<u>Service Provided</u>	<u>Rate</u>
Hydrant rental	\$1,977.00

D. For all water services outside of city limits, the charge shall be 150 percent of the applicable rate within the city limits, including standby or fire protection service charges; except when property to be served is subject to pending annexation and Yakima County has given the city early transfer of authority as provided in Article G.6 of the Inter-local Agreement for Growth Management Act implementation in Yakima County, adopted by Resolution No. 99-14. In the event such property is not annexed at the next available annexation election date, or other procedure for annexation, said property shall pay at the rate of all other property outside the city limits.

E. Service Charge for Rereading Obstructed Meters. Whenever it is necessary for the meter reader to return to any meter to read the same because of the fact that the meter is covered with debris, dirt, or any other material making access to the meter difficult, a service charge shall be charged each time the meter reader must return to the premises, and the meter reader shall leave a notice with the occupant of the premises, and shall not return more often than each five days. The service charges shall be as follows:

<u>Service Provided</u>	<u>Rate</u>
Obstructed meter reread	\$25.00

F. Service Charge to Turn On a Meter, Create a New Utility Account, Generate a Closing Bill or Generate and Deliver a 24-Hour Notice of Disconnection. A service charge shall be charged to turn on a meter, create a new utility account, generate a closing bill, or generate and deliver a 24-hour notice of disconnection as follows:

<u>Service Provided</u>	<u>Rate</u>
24-hour notice of disconnection fee	\$5.00
Turn-on fee	\$25.00
New account fee	\$25.00
Closing bill fee	\$25.00
After hours* nonemergency turn-on fee	\$80.00

\*After hours shall include Monday through Friday after 4:00 p.m. and before 8:00 a.m., weekends and holidays.

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

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLICATION:**  
**EFFECTIVE:**

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.085  
SETTING GARBAGE RATES**

**WHEREAS**, garbage collection service provided by the City of Grandview ("City") is critical to the health and welfare of the citizens of the City; and,

**WHEREAS**, rate adjustments are necessary from time to time to ensure that sufficient revenues exist in the Garbage Fund to properly adequate services to City residents and businesses; and,

**WHEREAS**, Grandview Municipal Code subsection 13.28.085 provides for garbage rates;

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

**Section 1.** Grandview Municipal Code subsection 13.28.085, which reads as follows:

**13.28.085 Garbage Rates.** Rates for solid waste are hereby set as follows:

A. The monthly solid waste charge for the different-sized containers picked up one time per week shall be as follows:

**90-Gallon Containers**

1 can	\$13.80
2 cans	\$27.60
3 cans	\$41.40
4 cans	\$55.20

**300-Gallon Containers**

1 can	\$45.50
2 cans	\$91.00
3 cans	\$136.50
4 cans	\$182.00

B. All users sharing one-third of a 300-gallon container shall be charged at the rate of \$13.80 per monthly billing period for one pick-up per week.

C. Multiple-family residences using 300-gallon containers shall be charged at the rate of \$13.80 per billing period per dwelling unit.

D. All users who have multiple pick-ups per week shall be charged per month by multiplying the number of pick-ups per week by the number of containers picked up.

E. Other service charges are as follows:

Return call-out all size containers, per container	\$28.95
Overfilled container charge	\$3.60
Replace damaged/destroyed container	\$145.00
Dumpster drop-off at public works shop per pickup size load	\$8.70

*is hereby amended to read as follows:*

**13.28.085 Garbage Rates.** Rates for solid waste are hereby set as follows:

A. The monthly solid waste charge for the different-sized containers picked up one time per week shall be as follows:

90-Gallon Containers

1 can	\$13.95
2 cans	\$27.90
3 cans	\$41.85
4 cans	\$55.80

300-Gallon Containers

1 can	\$45.95
2 cans	\$91.90
3 cans	\$137.85
4 cans	\$183.80

B. All users sharing one-third of a 300-gallon container shall be charged at the rate of \$13.95 per monthly billing period for one pick-up per week.

C. Multiple-family residences using 300-gallon containers shall be charged at the rate of \$13.95 per billing period per dwelling unit.

D. All users who have multiple pick-ups per week shall be charged per month by multiplying the number of pick-ups per week by the number of containers picked up.

E. Other service charges are as follows:

Return call-out all size containers, per container	\$29.25
Overfilled container charge	\$3.65
Replace damaged/destroyed container	\$146.45
Dumpster drop-off at public works shop per pickup size load	\$8.80

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

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2017

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLICATION:**  
**EFFECTIVE:**

**ORDINANCE NO. 2017-\_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE SECTION 13.28.060(B)  
SETTING IRRIGATION WATER RATES**

**WHEREAS**, irrigation water service provided by the City of Grandview ("City") is critical to the health and welfare of the citizens of the City; and,

**WHEREAS**, rate adjustments are necessary from time to time to ensure that sufficient revenues exist in the Irrigation Fund to properly maintain the citizens' utilities and provide adequate services to City residents and businesses; and,

**WHEREAS**, Grandview Municipal Code subsection 13.28.060(B) provides for irrigation water rates;

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

**Section 1.** Grandview Municipal Code subsection 13.28.060(B), which reads as follows:

**13.28.060(B) Irrigation Rates.**

2017 irrigation rates shall become effective commencing January 1, 2017, as follows:

1. For land serviced by pressure irrigation, the service rate shall be \$0.017479 per square foot and the minimum charge per property shall be the sum of \$104.96 per year.
2. For land served by gravity flow where the city is responsible for maintenance, the service rate shall be \$0.003974 per square foot or \$173.08 per acre, and the minimum charge per property shall be the sum of \$69.51 per year.
3. For lands served by gravity flow, where the city is not responsible for maintenance or where no water is delivered, the service rate shall be \$0.002022 per square foot or \$88.04 per acre per year or \$36.80 minimum charge per year per property owner.

*is hereby amended to read as follows:*

**13.28.060(B) Irrigation Rates.**

2018 irrigation rates shall become effective commencing January 1, 2018, as follows:

1. For land serviced by pressure irrigation, the service rate shall be \$0.017654 per square foot and the minimum charge per property shall be the sum of \$106.01 per year.

2. For land served by gravity flow where the city is responsible for maintenance, the service rate shall be \$0.004014 per square foot or \$174.81 per acre, and the minimum charge per property shall be the sum of \$70.21 per year.

3. For lands served by gravity flow, where the city is not responsible for maintenance or where no water is delivered, the service rate shall be \$0.002042 per square foot or \$88.92 per acre per year or \$37.17 minimum charge per year per property owner.

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

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

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLICATION:**

**EFFECTIVE:**