

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, APRIL 10, 2018**



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. Yakima County Development Association’s Strategic Plan for 2019 through 2023 – Jonathan Smith, Yakima County Development Association Executive Director 1-11
 - B. Prosser Memorial Hospital EMS Ambulance Levy Proposition – Tyler Platt, PMH Director of Emergency Services 12-22
 - C. Apollo Solutions Group Energy Savings Performance Contracting – Scott Lewis, Business Development Account Manager 23-31
 - D. Swimming pool splash pad preliminary cost estimate – Recreation & Conservation Office Grant 32-44
 - E. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2018 Swim Team Program 45-50
 - F. No parking on the south side of Fourth Street from Grandridge west to Avenue C 51-53
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

**Yakima County
Development Association**
CHOOSE YAKIMA VALLEY

CASE FOR INVESTMENT



YCDA | Choose Yakima Valley

We named our 2019-2024 campaign “Choose Yakima Valley” to convey its purpose – to stimulate economic prosperity and progress the quality of place for all in Yakima County. This is where we live, work, play, serve and grow. We continue to choose Yakima Valley and encourage others to do the same.

PAST RESULTS

30 Year History



**Served 70
Businesses**



**Created 5,500
New Jobs**



**Facilitated \$490 Million
in Investments in Yakima
County Businesses**

“We couldn’t grow our client base because we just didn’t have the room to work on their projects. YCDA was instrumental in helping us grow our business and stay in Yakima. Amazing, amazing asset.”

Jason Moore, Owner
Pro West Mechanical, Inc.

Initiative I: Expand and Retain Existing Industries

ACTIONS & GOALS

- Identify Yakima County's economic opportunities and challenges and assist businesses with strategic planning and solutions.
- Connect facility leaders with Yakima County companies through events and activities to enable conversations and interactions.
- Create and execute an industry recognition program to enhance public awareness of Yakima County's business achievements and contributions.
- Provide on-going workforce development services to Yakima County employers; offering half-day sessions for higher level certifications.
- Include county businesses as co-exhibitors with us at select trade shows.

Initiative II: Recruit New Industry

ACTIONS & GOALS

- Create and market a one-stop comprehensive website to provide site selectors and businesses with the critical information necessary to make informed decisions about locating to Yakima County.
- Provide customized business relocation packets to companies that leverage Yakima County's unique economic and business environment.
- Actively engage site selectors and national commercial real estate representatives that specialize in Yakima County's identified target sectors.
- Identify and actively recruit suppliers and customers of Yakima County companies.
- Develop marketing materials that emphasize business advantages of locating facilities in Yakima County.
- Partner with economic development allies and site selectors to promote Yakima County to their clients.

Initiative III: Strengthen the Business Environment to Improve Quality of Place

ACTIONS & GOALS

- Develop and execute workforce development programs to address the needs of Yakima County's employers.
- Attract and retain skilled workers and professionals to the area through various initiatives including the relocation guide and welcome receptions for new residents.
- Administer the Supporting Investments in Economic Development (SIED) program to fund Public Works Infrastructure improvements such as road, water, and sewer that result in new jobs and private investment in Yakima County.
- Serve as an active voice for business on federal and state policy issues.
- Engage elected officials in the economic development processes through workshops and seminars that highlight their role in Yakima County's economic growth.
- Post Yakima County news related to business growth, new jobs, private investment, infrastructure, etc., on our comprehensive website.
- Expand Industry Roundtables to include discussion among business leaders on Yakima County business issues.

Initiative IV: Encourage Small Business Growth

ACTIONS & GOALS

- Host the local office of Washington state's Small Business Development Center network where a Certified Business Advisor provides business development training, counseling, and advisory services to Yakima County's businesses and entrepreneurs.
- Assist area incubator programs.
- Continue the annual Enterprise Challenge Business Plan Competition to identify, assist and launch small business ventures in Yakima County.

Initiative V: Enhance Investor Relations and Communications

ACTIONS & GOALS

- Report the execution of this strategic plan to investors through quarterly communications and annual stakeholder events.
- Regularly communicate with county government bodies in public meetings about YCDA's activities and successes.
- Facilitate private and public sector partnerships to help fund our work.
- Invite investors to business announcements, groundbreaking ceremonies, ribbon cuttings, and other events.
- Create an advisory committee of top investors to oversee the implementation of the initiatives and provide feedback to the board of directors for maintained accountability.
- Annually report YCDA financials to the advisory committee and board of directors.

“Our Valley is blessed with plentiful natural advantages: climate, soil, geography, water. We can only fully achieve the benefits of this special place with a thriving business community that works in tandem with our local institutions to thoughtfully pursue growth. We invest in YCDA because it is the organization that strengthens the economic engine of our valley which we believe will improve the quality of life of residents for generations to come.”

Sean Gilbert, General Manager
Gilbert Orchards

Five-Year Plan | Investment Goal

INITIATIVE	ANNUAL BUDGET	FIVE-YEAR BUDGET
Expand & Retain Existing Industries	\$185,000	\$925,000
Recruit New Industry	\$150,000	\$750,000
Strengthen the Business Environment to Improve Quality of Place	\$165,000	\$825,000
Encourage Small Business Growth	\$60,000	\$300,000
Investor Relations and Communications	\$40,000	\$200,000
Total	\$600,000	\$3,000,000

Measurable Objectives

We will compile data and report our performance and results, including:

- Number of businesses that we provide assistance to: local, small, and entrepreneurial.
- Number of jobs created and/or retained as a result of YCDA's efforts.
- Total value of investment in dollars by the private and public sector in Yakima County as a result of YCDA's efforts to facilitate partnerships.
- Total additional payroll from jobs created as a result of YCDA's efforts.
- Total additional tax assessment as a result of YCDA's efforts.

“We invest in YCDA for many reasons. Besides recruiting new businesses, they have been instrumental in retaining existing businesses with workforce training and infrastructure funding. This has benefited our company and many subcontractors and suppliers serving our valley. We encourage others to invest in the future of our valley too.”

Charlie Eglin, Partner
Tri-Ply Construction, LLC

¹ Expected Outcomes | Return on Investment

ECONOMIC IMPACT OF JOBS	
Direct and Indirect Jobs Created	2,494
Average Wage Rate/Hourly	\$40,000/\$19.27
Earnings (Payroll)	\$92,714,444
Disposable Personal Income	\$54,847,084
Net Personal Consumption Expenditures	\$51,249,115

PROJECTED ANNUAL IMPACT ON FINANCIAL SERVICE INDUSTRIES	
New Personal Deposits	\$8,011,331
Personal Insurance & Pensions	\$3,909,147
Mortgage Interest & Charges	\$1,925,653
Vehicle Finance Charges	\$214,497

PROJECTED ANNUAL IMPACT ON SELECTED SERVICE INDUSTRIES	
Housing Ownership & Rentals	\$9,960,855
Utilities	\$4,359,832
Healthcare	\$4,532,153
Charitable Contributions	\$1,454,482
Education	\$706,153

PROJECTED ANNUAL IMPACT ON SELECTED RETAIL INDUSTRIES	
Vehicle Purchases (New & Used)	\$6,655,431
Groceries	\$3,798,284
Restaurants & Catering	\$2,490,816
Gas & Motor Oil Purchases	\$2,413,694
Entertainment	\$2,519,737
Apparel	\$1,124,301
Home Furnishings & Equipment	\$1,725,616
Vehicle Insurance	\$1,014,643
Alcohol & Tobacco Products/Supplies	\$907,394
Home Services & Supplies	\$874,858
Vehicle Maintenance & Repair	\$903,779
Personal Care Products & Services	\$533,832
Newspaper & Reading Materials	\$140,990

¹ Convergent Nonprofit Solutions' Outcomes Lab uses Type II RIMS (Regional Input-Output Modeling System) multipliers supplied by the Bureau of Economic Analysis, U.S. Department of Commerce, using 2015 (the most recent available) regional economic accounts for the region defined as the Yakima Metropolitan Statistical Area.

“Yakima Chief–Hopunion is proud to have been part of the economic development and growth in the Yakima Valley for many years. The region’s abundant natural resources, a dedicated and skilled workforce, and overall relatively modest cost base make the Yakima Valley an ideal place to expand or grow business. The Yakima County Development Association is a great resource for firms seeking guidance and information on potentially establishing operations in the region and we strongly support their initiatives.”

Mike Goettl, CEO - *YCH Hops*

“A healthy community must have a strong economic engine so community members can obtain what they need, and have sufficient resources to reinvest back into their community. YCDA helps bring business investments, employment and economic opportunities to our community, allowing our people to thrive and reinvest. We believe YCDA’s efforts exponentially make for a healthier community of inspiring people and that’s why we choose to invest in them.”

Russ Myers, President/CEO - *Virginia Mason Memorial Hospital*

“Our family’s investment in YCDA has been one of GREAT returns for 32 straight years. Job retention, expansion, and recruitment is where we begin and end each and every day at YCDA. This wonderful effort has been and will continue to be possible only with all of us investing together to ensure the amazing results and benefits. Join our efforts and benefit yourself by investing in YCDA!”

Bob Hall, YCDA - *Board Member Emeritus*

“The Yakima County Development Association (YCDA) is Yakima County’s primary economic engine. YCDA combines private and public-sector interests into winning formulas to strengthen our respective existing and future economic interests. Yakima County continues to partner and entrust our economic resources to YCDA. Investing in YCDA is a smart investment. “

Commissioners Anderson, Leita and Elliott - *Yakima County*

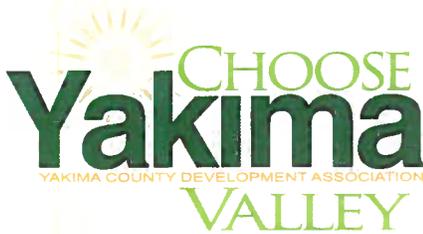


We are taking action today to create the kind of community we want to live in tomorrow. Your investment in Yakima County Development Association is an investment in Yakima County’s future.

Jonathan Smith, CEcD

Executive Director | Yakima County Development Association

509-575-1140 | jon@ycda.com | www.ycda.com



2017: Our Accomplishments in brief

Building Local Business

- Supported 6 local expansion projects
- 72 outreach visits to local companies
- Administered \$2.62 million in SIED funding
- Helped 4 municipalities secure funding for public work projects that facilitate economic development

78
Jobs
\$4.3 million
annual payroll

208
Jobs

\$6.9 million
annual payroll

Business Recruitment

- Successful recruitment of Ostrom's & Henningston Cold Storage
- Responded to 30+ requests for information & hosted 6 site visits
- 3 prospecting trips, met with 30+ firms
- Engaged 135 site selectors

Workforce & Community

- Organized 4 specialized workforce training programs. Over 25 companies and 140 employees participated
- Held 6 industry roundtables with over 60 local companies attending
- Hosted 2 welcome receptions, 110 attendees

310
Local
professionals
supported

2017 Board of Directors

Executive Committee

Chair - **Jeff Louman**
LPBH Properties
Vice Chair - **Dan Marples**
Horizon Distribution, Inc.
Secretary - **Beth Klingele**
Tri-Ply Construction
Treasurer - **David Cobia**
Clifton/Larson/Allen
Past Chair - **Moriet Miketa**
Heritage Moultray Real Estate

At Large

Jay Hester
Port of Sunnyside
Debbie Byrd
Triumph Integrated Systems
Kevin Bouchay
SKD Farms, Inc.

Board of Directors

Mike Battie
HLA Engineering

Patrick Baldoz
South Central Workforce Council

Norm Childress
City of Grandview

Adam Doisen
Doisen Company

Brad Hansen
Baker Boyer

Randy Fenich
Mass Adams, LLP

John Gallagher
Astria Health

Sean Hawkins
City of Yakima

Lance Hoyt
City of Toppenish

David Keatby
AGC of Washington

Mike Latta
Yakima County Commissioner

Peter Marinace
KeyBank

Mario Martinez
City of Mabton

Jordan Matson
Matson Fruit Company

Bryan Myre
Lyon, Weigand & Gustafson, P.S.

Diane Patterson
Virginia Mason Memorial

Doug Rich
Prestige Realty

Michael J. Thomer
Thomer, Kennedy & Ganco, P.S.

Ex-Officio

John Cooper
Yakima Valley Tourism

Avina Gutierrez
Yakima City Council

Dr. Linda Kaminski
Yakima Valley College

Maria DJ Rodriguez
Rural Community Development Res.

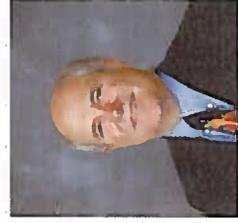
Yakima County Development Association

CHOOSE YAKIMA VALLEY

Annual Report

A Message From The Chair

If you are not directly involved in economic development, it may seem like it just happens. New businesses locate here by chance, local business just grow and expand without assistance, and the infrastructure they need such as roads, water mains, and sewer mains just get constructed. I assure you this is not the case.



Jeff Louman

when operational, will employ approximately 200 people year-round.

Another example is the Supporting Investments in Economic Development (SIED) program that YCDA administers on behalf of Yakima County. Each year the nine-member SIED Board oversees roughly \$3 million dollars that goes out to local cities and Ports to finance job-creating public infrastructure. These dollars were the catalyst that helped extend Valley Mall Boulevard in Union Gap over the railroad tracks in the early 2000's and the extension of Longfibre Road and development of the Sutherland Business Park. This was a well-planned and strategic investment that has paid off as new businesses (e.g. COSTCO, Lowe's, Bud Clary Toyota, and now WinCo) have grown in this area investing millions of dollars and hiring hundreds of people. Similar examples of how SIED money created jobs can be found in every community in the County.

A final example is the YCDA's Enterprise Challenge business plan competition. Small businesses start up on almost a daily basis and on average less than 50% are still in business five years later. However, for the businesses that go through the Enterprise Challenge training and competition, roughly 70% remain in business after five years. In total, the Enterprise challenge has helped launch over 70 local companies that employ more than 220 people.

The business growth and new jobs in our Yakima Valley and the necessary infrastructure to support them didn't just happen, it was the result of a coordinated effort of many parties. And, thanks to our investors, one of the key players has been and will continue to be the Yakima County Development Association.

I have been involved with the Yakima County Development Association (YCDA) since it first opened its doors in 1985. I had the honor of joining the Board of Directors in 2012 and the privilege to serve as the Chair of YCDA this past year. My 30+ years of involvement with the organization has allowed me to see first-hand the active role YCDA plays in helping business grow and new infrastructure get built.

Ostrom's Mushroom is a perfect example of the organization's role in the economic growth of our area. When YCDA staff learned through its network of contacts that the company had been unsuccessful in its search for a new "west-side" location, they reached out with information on the Yakima Valley. The company expressed interest in a Port of Sunnyside site and YCDA immediately arranged an in-person meeting for the Port at Ostrom's headquarters in Olympia. Many additional meetings and visits followed before Ostrom's made its final decision. The result? Ostrom's is on track to start construction in Sunnyside this spring and,

2017 ANNUAL REPORT
**Yakima County
Development Association**
CHOOSE YAKIMA VALLEY
PO Box 1387
Yakima, WA 98907

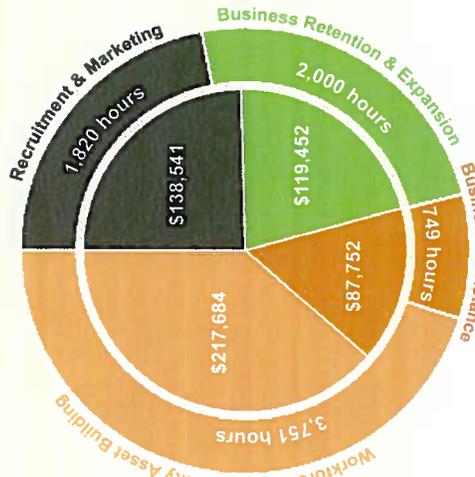
Yakima County Development Association

CHOOSE YAKIMA VALLEY

“ YCDA was instrumental in helping us grow and stay in Yakima. Amazing, amazing asset. ”

-Jason Moore, Pro West Mechanical

2017 Resource Allocation



Funding sources
 Private Business: \$229,000
 Local Government: \$142,000
 State & Federal Funds: \$129,000
 Events, Trainings, Workshops: \$58,000



2 Companies recruited
208 Jobs created
\$6,900,000 annual payroll



6 Companies assisted with expansions
78 Jobs created
\$4,300,000 annual payroll



32 Small businesses assisted
12 Businesses successfully launched
34 Jobs created



7 Roundtables hosted, **200** attendees
4 Training classes, over **25** companies and **140** employees participated



110 Companies contacted
320 Total jobs created



2017 Highlights

Supporting Investments in Economic Development (SIED) Program

- In 2017 SIED funded \$2,623,160 in public infrastructure improvements directly supporting over \$160 million in private capital investment creating a projected 122 Jobs and over \$5 million in annual payroll.
- Since 1999 SIED has funded over \$45 million in local infrastructure (road, sewer, water). The companies and industries supported by SIED invested over \$350 million in private capital investment and created over 2,000 jobs.



Ostrom's Mushroom Farm selected the Port of Sunnyside for their expansion location and will begin construction on their new facility spring of 2018.

The new state-of-the-art growing operation will employ over 200 year-round, full time employees with benefits and represents over \$25 million in private investment.

- 2 industry trade shows** generated over **30** targeted leads
- Responded to 31 Requests For Information (RFI's)**
- 3,096 searches** conducted via GIS website plug-in
- 6 site visits** from companies that short-listed Yakima County



YCDA helped Pro West Mechanical locate a new facility that could accommodate their future growth and keep the company in Yakima County.

Their expansion in the Yakima Valley will result in 70 direct jobs and \$3.9 million in annual payroll.



Economic Impact: 2017

Anita Palacios

From: Tyler Platt <tplatt@pphdwa.org>
Sent: Tuesday, February 13, 2018 12:15 PM
To: Anita Palacios
Subject: Sample Resolution
Attachments: Sample Resolution.docx

Good Morning Anita,

As we spoke this morning, would you please place me on the agenda for the February 27th Council Meeting. I would like to discuss Proposition #1 that would allow PMH Medical Center, EMS to collect an EMS tax in the city of Grandview and Mabton. I've attached a sample resolution. Please let me know if you have any questions.

Thank you,

Tyler J. Platt, EMT-P, NREMT-P, BSc

DIRECTOR OF EMERGENCY SERVICES

Prosser Memorial Hospital

509-788-6034

This electronic mail message and all attachments may contain confidential information belonging to PMH Medical Center. This information is intended ONLY for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution (electronic or otherwise), forwarding or taking any action in reliance on the contents of this information is strictly prohibited. If you have received this electronic transmission in error, please immediately notify the sender by telephone, facsimile, or email to arrange for the return of the electronic mail, attachments, or documents. PMH Medical Center (509) 786-2222

We would like your support for Yakima County Proposition #1 this November

Proposition #1 provides for a property tax levy of \$.25 cents per \$1000 on property in the EMS District located in the cities of Grandview and Mabton. This levy would generate approximately \$217,000 in additional revenue to assist with funding your local ambulance system.

Since 2000, PMH Medical Center's EMS division has served your community as the primary, and in many cases, the only 911-response team.

This EMS department responds to over 1000 emergent and non-emergent calls annually in Yakima County.

In 2008, a similar proposition was presented to the citizens of Yakima County that we serve and was an overwhelming yes in favor of. However, with the need for a supermajority, and the approval falling just short, the measure failed.

The current Yakima County EMS levy does not pay for ambulance services. The existing \$.25 cents levy pays for fire department training throughout Yakima County. Proposition #1 is about the ambulance services that you receive here in your local community.

Due to the decrease in payments from the government, ie; Medicare/Medicaid, the ambulance service has been operating at a deficit of over \$600,000. Without funding from Proposition #1, PMH Medical Center's EMS department will be forced to reduce services to your community. Reduced services will lead to much longer response times.

PMH Medical Center's EMS department services the citizens of Prosser, Mabton, Grandview, as well as county residents. Because the PMH service is available, these cities do not have to purchase and staff individual ambulances. Starting up an ambulance service is extremely expensive. A single ambulance costs more than \$100,000. Area fire departments estimate expenses for running individual ambulance services would far exceed that of PMH's EMS. The Proposition #1 solution is a cost-effective way for your community to continue to receive ambulance service.

Again, we are asking for your organization endorsement and support of Yakima County Proposition #1.

RESOLUTION NO. 2008-8

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO ENTER INTO AN INTERLOCAL AGREEMENT
WITH THE PROSSER HOSPITAL DISTRICT FOR AMBULANCE SERVICES**

WHEREAS, the Prosser Hospital District has historically provided emergency medical services throughout the boundaries of its public hospital district, which includes the City of Grandview; and

WHEREAS, as a result of changes in payment methodologies by the federal government, the Prosser Hospital District will no longer receive sufficient payment to maintain the level of services that it has historically provided; and,

WHEREAS, the City of Grandview wishes to contract with the Prosser Hospital District to ensure that emergency medical services continue to be provided in Grandview; and,

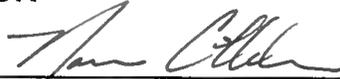
WHEREAS, Chapter 39.34 RCW authorizes any one or more public agencies, including public hospital districts and cities, to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform,

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 Interlocal Agreement for ambulance services by and between the Prosser Hospital District and the City of Grandview on the terms and conditions and 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 March 17, 2008.

MAYOR



ATTEST:



CITY CLERK - Deputy

APPROVED AS TO FORM:


CITY ATTORNEY

**INTERLOCAL AGREEMENT FOR
EMERGENCY MEDICAL SERVICES**

BETWEEN

PROSSER PUBLIC HOSPITAL DISTRICT

AND

CITY OF GRANDVIEW

TABLE OF CONTENTS

1.	DEFINITIONS.....	1
1.1	Ambulances.....	1
1.2	Emergency Medical Services.....	1
1.3	Paramedic.....	1
1.4	Parties.....	1
2.	EFFECTIVE DATE; DURATION.....	1
3.	SERVICE AREA.....	1
4.	SERVICES.....	2
4.1	Materials and Equipment.....	2
4.2	Ambulance Maintenance.....	2
4.3	Paramedics.....	2
4.4	Supplies; Purchasing; Maintenance.....	2
5.	COMPENSATION AND METHOD OF PAYMENT.....	2
5.1	Compensation by Grandview.....	2
5.2	Monthly Invoices.....	2
6.	COMPLIANCE WITH LAWS.....	2
7.	RELATIONSHIP OF PARTIES.....	2
8.	TERMINATION.....	3
9.	JURISDICTION.....	3
9.1	Laws of Washington.....	3
9.2	Venue.....	3
10.	SEVERABILITY.....	3
10.1	Severability.....	3
10.2	Conformance to Law.....	3
11.	GENERAL.....	3
11.1	Non-Waiver.....	3
11.2	No Third Party Beneficiary.....	3
11.3	Headings.....	3
11.4	Construction.....	4
11.5	Complete Agreement.....	4
12.	EXECUTION.....	4
	Exhibit A Service Area	

INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES

THIS INTERLOCAL AGREEMENT FOR EMERGENCY MEDICAL SERVICES (“Agreement”) is entered into between PROSSER PUBLIC HOSPITAL DISTRICT, BENTON COUNTY, WASHINGTON (the “PHD”), and the CITY OF GRANDVIEW, YAKIMA COUNTY, WASHINGTON (“Grandview”).

WHEREAS, the PHD has historically provided emergency medical services throughout the boundaries of its public hospital district, which includes the City of Grandview; and

WHEREAS, as the result of changes in payment methodologies by the federal government, the PHD will no longer receive sufficient payment to maintain the level of services that it has historically provided; and

WHEREAS, Grandview wishes to contract with the PHD to ensure that emergency medical services continue to be provided in Grandview; and

WHEREAS, Chapter 39.34 RCW authorizes any one or more public agencies, including public hospital districts and cities, to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency is authorized by law to perform; NOW, THEREFORE,

The Parties agree as follows:

1. DEFINITIONS

1.1 **Ambulances** means a vehicle as defined and capable of performing under Chapter 18.73 RCW and Chapter 246-976 WAC.

1.2 **Emergency Medical Services** means emergency medical services as defined in RCW 18.73.030.

1.3 **Paramedic** means a Physician Trained Mobile Intensive Care Paramedic qualified and certified under RCW 81.71.205 and Chapter 246-976 WAC.

1.4 **Parties** means the PHD and Grandview.

2. EFFECTIVE DATE; DURATION

The term of this Agreement and the performance by the PHD shall commence on April 1, 2008 (“Effective Date”). This Agreement terminates on December 31, 2010.

3. SERVICE AREA

The PHD shall operate paramedic stations at three locations: (1) Prosser Hospital; (2) Grandview; and (3) Richland. The PHD shall routinely station Ambulances at each station and shall provide Emergency Medical Services within the Service Area described in Exhibit A.

4. SERVICES

4.1 **Materials and Equipment.** The PHD shall provide all materials and equipment necessary for the full performance of this Agreement by the PHD.

4.2 **Ambulance Maintenance.** The PHD shall maintain Ambulances at all times so that they meet the following standards: State of Washington Department of Health; Office of Emergency Medical Services and Trauma Systems as contained in Chapter 18.73, Chapter 18.71 and Chapter 70.168 RCW; and all applicable Washington Administrative Codes as of the Effective Date or as hereafter amended. The PHD shall equip the Ambulances as necessary to provide the services under this Agreement.

4.3 **Paramedics.** The PHD shall provide Paramedics and EMTs to staff two Ambulances equipped to furnish emergency medical assistance twenty-four (24) hours a day and one Ambulance equipped to furnish emergency medical assistance twelve (12) hours a day, seven (7) days a week. The PHD shall provide advanced emergency medical services as prescribed by the supervising physician.

4.4 **Supplies; Purchasing; Maintenance.** The PHD shall be responsible for all supplies, purchasing and Ambulance maintenance.

5. COMPENSATION AND METHOD OF PAYMENT

5.1 **Compensation by Grandview.** Grandview shall pay the PHD \$92,500 for the cost of the services provided under the terms of this Agreement, the payment of which shall be made in three annual installments of \$30,833 payable on July 1, 2008, July 1, 2009 and July 1, 2010.

5.2 **Invoices.** The PHD shall submit annual invoices to Grandview 30 days prior to the due date of each installment payment.

6. COMPLIANCE WITH LAWS

The Parties, in performance of this Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances, including standards for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals and any other standards or criteria as described in this Agreement.

7. RELATIONSHIP OF PARTIES

The Parties agree that an independent contractor relationship is created by this Agreement. No agent, employee, servant or representative of the PHD shall be deemed to be an employee, agent, servant or representative of Grandview for any purpose, and the employees of the PHD are not entitled to any of the benefits Grandview provides for Grandview employees. The PHD shall be solely and entirely responsible for its acts and for the acts of its officers, agents and employees during the performance of this Agreement.

8. TERMINATION

If a Party fails to comply with a material term of this Agreement after notice and a reasonable opportunity to cure, the other Party may terminate the agreement by providing written notice.

9. JURISDICTION

9.1 Laws of Washington. This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is agreed by the Parties that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance.

9.2 Venue. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement shall be instituted and maintained only in Benton County Superior Court.

10. SEVERABILITY

10.1 Severability. It is understood and agreed by the Parties that if any part, term or provision of this Agreement is held by the courts to be illegal, the validity of the remaining provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10.2 Conformance to Law. If it should appear that any provision hereof is in conflict with a statute of the State of Washington, said provision which may conflict therewith shall be deemed modified to conform to such statutory provision.

11. GENERAL

11.1 Non-Waiver. A waiver by either Party of any breach of any provision hereof shall not be taken as or held to be a waiver of any succeeding breach of such provision or as waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed to be a waiver of any right or acceptance of the breach. Where the condition to be waived is a material part of the Agreement such that its waiver would affect the essential bargains of the Parties, the waiver must be supported by consideration and take the form of an Agreement modification.

11.2 No Third Party Beneficiary. The rights and obligations created by this Agreement are for the sole benefit of the Parties, their successors or assigns and no person not a Party shall be a beneficiary, intended or otherwise, of any such rights or be entitled to enforce any of the obligations created by this Agreement.

11.3 Headings. Any headings to sections or paragraphs appearing herein are not part of the terms of this Agreement and shall not be interpreted as such.

11.4 Construction. This Agreement has been freely and fairly negotiated by the Parties hereto and has been reviewed and discussed by legal counsel for each of the Parties, each of whom has had the full opportunity to modify the draftsmanship hereof and, therefore, the terms of this Agreement shall be construed and interpreted without any presumption or other rule requiring constructional interpretation against the Party causing the drafting of the Agreement.

11.5 Complete Agreement. This Agreement contains the complete statement of the understanding of the Parties with respect to the subject matter of this Agreement. There are no other representations, agreements or understandings, oral or written, by the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement. Each Party acknowledges and represents to the other Party that it is executing this Agreement solely in reliance upon its own judgment and knowledge and that it is not executing this Agreement based upon the representation or covenant of the other Party, or anyone acting on such Party's behalf, except as expressly stated herein. Any modifications or amendments to this Agreement shall be approved in writing by both Parties.

12. EXECUTION

This Agreement is executed in multiple counterparts by the Parties below.

DATED: 3/3/08

DATED: 3/17/08

PROSSER PUBLIC HOSPITAL DISTRICT

CITY OF GRANDVIEW

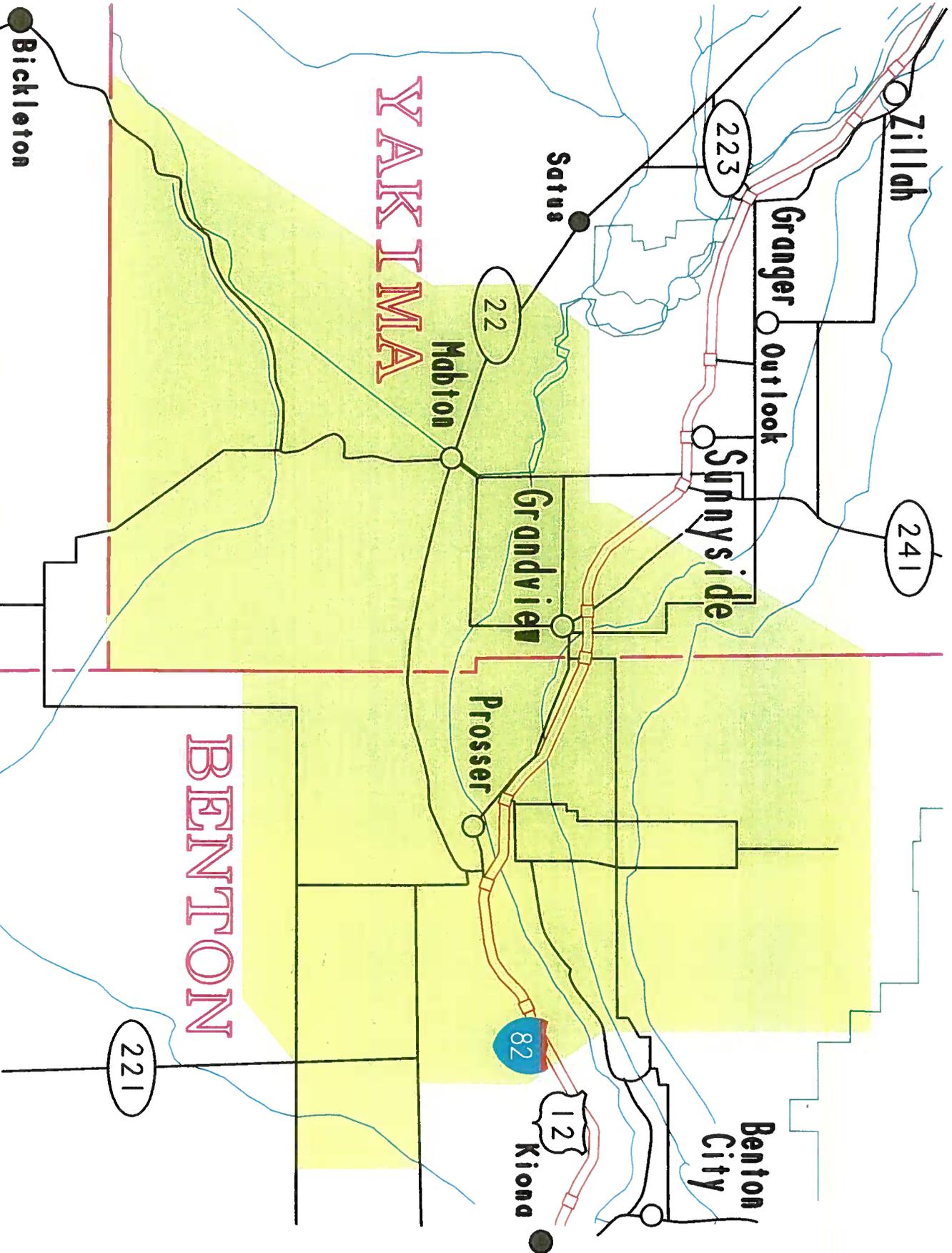


Its Leo



Its Mayor

EXHIBIT A
SERVICE AREA



**PROSSER PUBLIC HOSPITAL DIST. EMS
PRIMARY 911 RESPONSE AREA**

Apollo Solutions Group
Energy Savings Performance Contracting
(ESPC)

City of Grandview



Who We Are?

- Founded in 1981
- Division of Apollo Mechanical
- \$300M+ Annual Revenue.
- 1,000+ employees.
- 19th Largest Mechanical Contractor in the US (according to ENR Magazine).
- Certified as Native American Owned.
- Safest Contractor in the State of Washington for eight straight years.
- Developed over \$800m in ESPC experience.
- Highly experienced group with a unmatched focus on our customers.

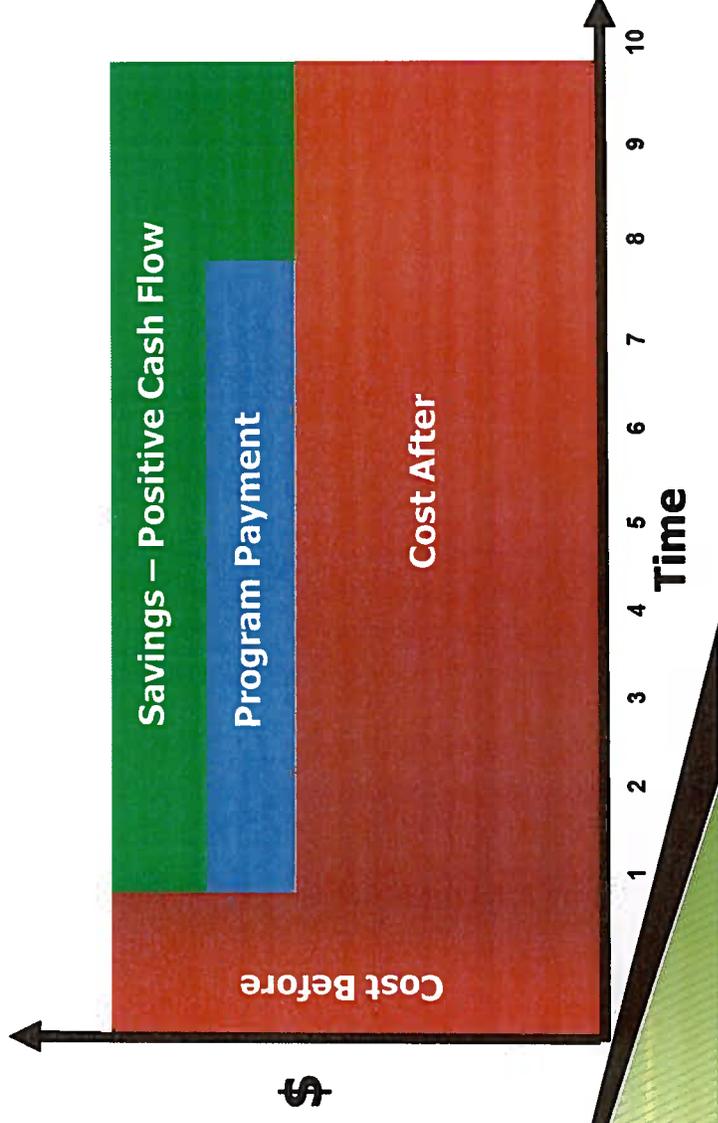
Our Approach

- We are engineers with hard hats.
- Streamlined and **collaborative** development and procurement.
- Identify goals, plan, and develop roadmap to long term favorable outcomes.
- Help develop and finance solutions.
- Alignment with your objectives.
- Implement the solutions.
- Financially guarantee the results.

The ESPC Approach

Energy Savings

Performance Contracts (ESPCs) are **guaranteed and can be self-funded** - through energy and operational cost savings derived from implementing proposed Facility Improvement Measures (FIMs), utility incentives, and energy grants.



Advantages of ESPC

- A Design/Build process designed to provide positive results, not just a “study”
- We assume the **risk**
- Assessment must meet customer’s financial criteria.
- Provides 3-guarantees (**cost**, **savings**, and **performance**)
- The savings are measured, verified and guaranteed

2 ways to procure these services.

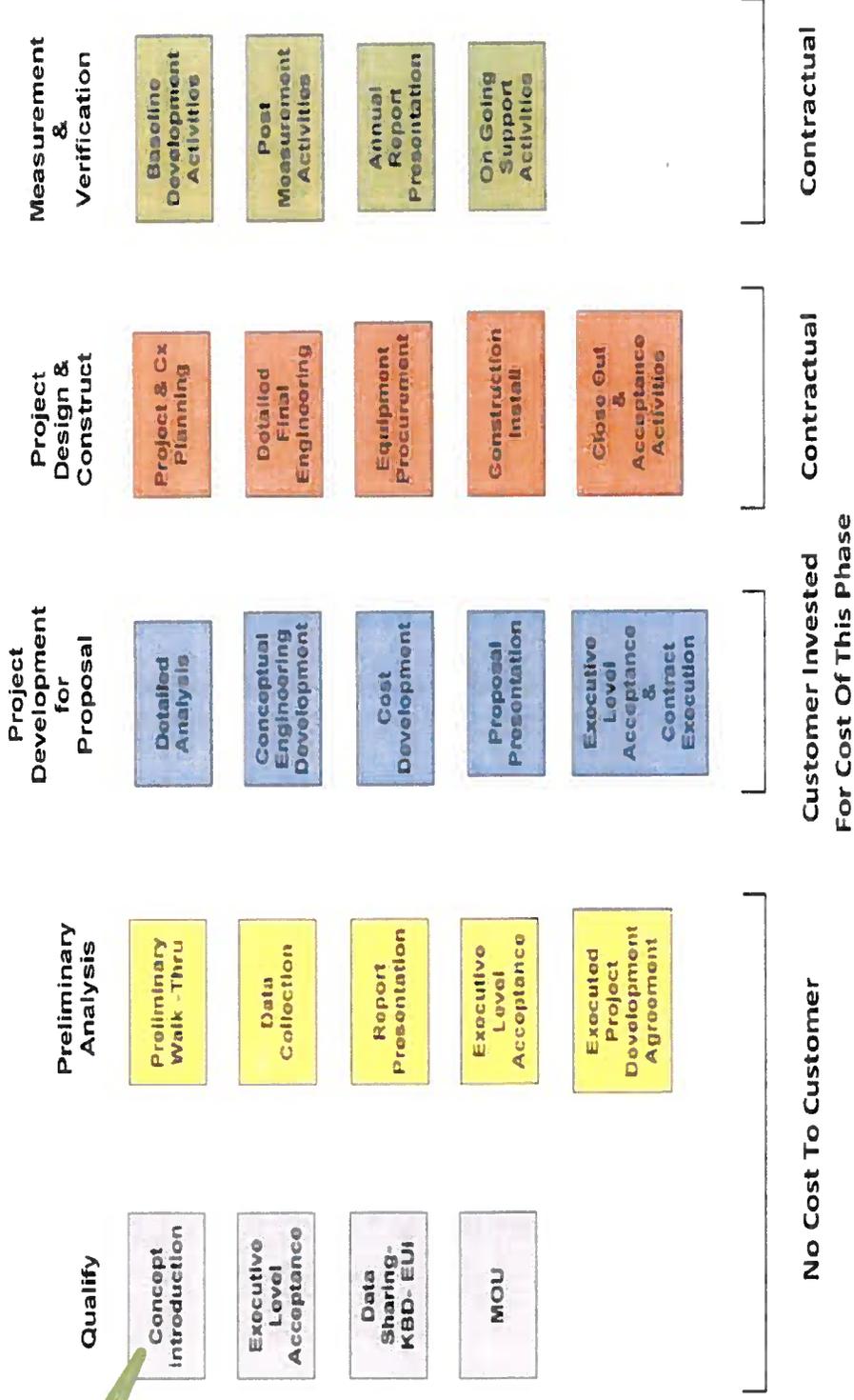
- Traditional method of RFP/RFQ
- **Utilize Department of Enterprise Services, (DES)**
 - Inter-Agency Agreement(RCW 39.34.080, RCW 39.35C.101, RCW 39.35A), there is

NO financial obligation at this step for using DES.

- Minimize Risk
- Unburdens your staff
- Contract is between the town and DES
- Eliminates the requirement of a RFP/RFQ.
- Select approved ESCO who DES qualifies every two years.
- DES serves as the third party Project Manager for the Client.
- DES fees apply only if there is a project and /or the financial criteria are met.
- Fees are rolled into the total cost of any project.

ASG 5 Step Process

We are here



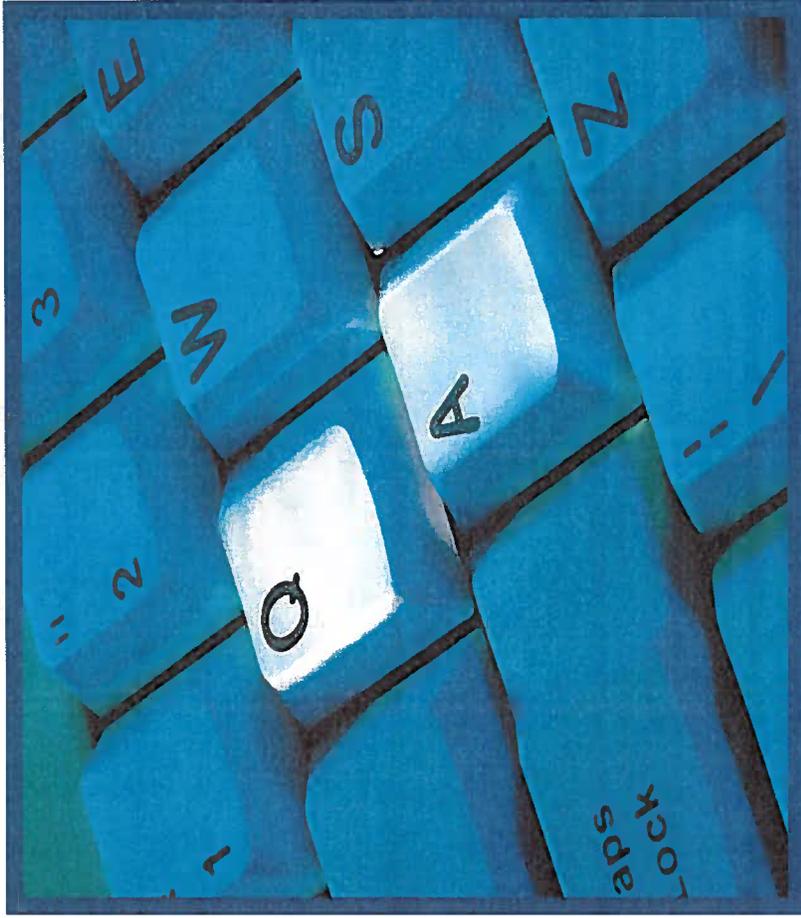
Commerce Grant Successes

- **City of Kettle Falls – Energy and Solar Grant** ➤ **Whitman Hospital and Medical Center – Energy Grant**
- **Town of St. John – Solar Grant** ➤ **Lakeland Village Phase II – Energy Grant**
- **City of Benton City – Energy and Solar Grant** ➤ **Island Hospital – Energy Grant**
- **City of Pateros – Energy Grant** ➤ **Columbia Basin Hospital – Energy Grant**
- **City of Prosser – Energy Grant** ➤ **Columbia School District – OSPI Energy Grant**
- **City of Toppenish – Energy Grant** ➤ **Lake Washington School District – OSPI Energy Grant**
- **City of Colville – Solar Project** ➤ **Toppenish School District (Phase I) – OSPI Energy Grant**
- **City of Palouse – Solar Project** ➤ **Toppenish School District (Phase II) – Energy Grant**
- **Big Bend Community College – Energy Grant** ➤ **Toppenish School District (Phase III) – Solar Grant**

Next Steps

- Gain council approval to sign the IAA and choose Apollo Solutions Group (ASG) as their ESCO.
- ASG performs the Preliminary Energy Audit and comes back to the council with a list of potential projects and their Rough Order of Magnitude (ROM) cost, savings, utility rebate incentives, and the impact of a potential energy / solar grant.
- No cost to the city.

Thank You



Anita Palacios

From: Anita Palacios
Sent: Wednesday, April 04, 2018 8:25 AM
To: Anita Palacios
Subject: FW: Grandview draft RCO application
Attachments: Grandview Splash Pad Preliminary Cost Estimate.pdf; Grandview, WA Rev 00 - Option 2_V1.pdf; Grandview_WA_30204_Rev00_Opt3_SZ.pdf; Grandview_WA_30204_Rev00_Opt3_3D.pdf

Importance: High

From: Mike Carpenter
Sent: Wednesday, April 04, 2018 8:04 AM
To: Anita Palacios
Cc: Cus Arteaga
Subject: Fw: Grandview draft RCO application
Importance: High

Good morning,

I am passing this information on to you for review during the upcoming Committee of the Whole meeting.

Based on this information, our matching requirement for the Recreation and Conservation Office grant would be nearly \$170,000. This newest estimate shows a significant increase in the total project price tag, compared to what we were originally looking at. It might not make sense to continue to pursue the Recreation Conservation Grant for this project if we cannot meet the matching requirements.

We also need to be mindful that grant requests are due for this funding cycle on May 1st, 2018.

Thank you.

Mike Carpenter
Parks and Recreation Director
City of Grandview
Grandview, WA 98930
Phone: (509) 882-9219
Fax: (509) 882-3099
Visit our Website: [http:// www.grandview.wa.us](http://www.grandview.wa.us)

This message may contain confidential and/ or proprietary information and is intended for the person/ entity to whom it was originally addressed. Any use by others is strictly prohibited.

From: Justin Bellamy <jbellamy@hlcivil.com>
Sent: Tuesday, April 3, 2018 3:49 PM
To: Mike Carpenter
Cc: Deborah LaCombe; Cus Arteaga
Subject: RE: Grandview draft RCO application

Mike:

Attached for your review is an updated project cost estimate based on a smaller splash pad size to fit the available space at the existing swimming pool facility. I have also attached a copy of the equipment quote and drawings for reference.

Total required City match for the project (based on 30% match requirement) will be about \$168k. Please let us know as soon as possible if you would like us to continue with preparation of the RCO application materials? As you are aware, there is not a lot of time for council review and approval before the application deadline.

Let us know if you have any questions.

Thank you,

Justin Bellamy, PE
HLA Engineering & Land Surveying, Inc.
2803 River Road
Yakima, WA 98902
P: (509) 966-7000
F: (509) 965-3800
www.hlacivil.com

From: Deborah LaCombe <dlacombe@hlacivil.com>
Sent: Monday, March 26, 2018 10:46 AM
To: Mike Carpenter
Cc: Justin Bellamy
Subject: RE: Grandview draft RCO application

Good Morning Mike,
It was great to meet you face to face. The only further action I will take on this grant is to forward the information that I receive from Jim Spence at Vortex-intl to Justin so that he can revisit the estimate that he's drafting. I will not continue working in the online application until further notice as requested.

Best Regards,
Deborah LaCombe
Senior Planner
HLA Engineering and Land Surveying, Inc.
2803 River Road
Yakima, WA 98902
509.966.7000 ext. 124
dlacombe@hlacivil.com
www.hlacivil.com

"Let me tell you the secret that has led me to my goal. My strength lies solely in my tenacity." - Louis Pasteur

From: Mike Carpenter <mcarp@grandview.wa.us>
Sent: Sunday, March 25, 2018 6:36 PM
To: Deborah LaCombe <dlacombe@hlacivil.com>

Cc: Justin Bellamy <jbellamy@hllacivil.com>; Cus Arteaga <carteaga@grandview.wa.us>

Subject: Re: Grandview draft RCO application

Hi Deborah,

If your schedule permits, I would like to meet you tomorrow morning sometime. I have a dental appointment in Yakima @ 8 am tomorrow morning (Monday), but should be done within an hour or so. I need to be back in Grandview by 1:00 pm. We can go through the items that you have listed to get some clarification.

One of the key components is knowing what the total cost of the project is estimated at to determine the 30% match requirement total.

Please call me on my work cell at 830-4109 to verify whether you can meet tomorrow morning or not.

Thanks.

Mike Carpenter
Parks and Recreation Director
City of Grandview
Grandview, WA 98930
Phone: (509) 882-9219
Fax: (509) 882-3099
Visit our Website: [http:// www.grandview.wa.us](http://www.grandview.wa.us)

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**CITY OF GRANDVIEW
MUNICIPAL POOL SPLASH PAD**

4/3/2018

Engineer's Opinion of Construction Cost

HLA Project No. 18007G

Item No.	Description	Unit	Unit Cost	Overall Quantity	Overall Cost
1	Minor Change	FA	\$10,000.00	1	\$10,000.00
2	Mobilization	LS	\$30,000.00	1	\$30,000.00
3	Site Piping and Utility Improvements	LS	\$15,000.00	1	\$15,000.00
4	Shoring or Extra Excavation	LS	\$1,000.00	1	\$1,000.00
5	Gravity Block Retaining Wall	SF	\$35.00	400	\$14,000.00
6	Aluminum Railing (at retaining wall)	LF	\$50.00	100	\$5,000.00
7	Splash Pad Equipment and Materials, Complete	LS	\$139,833.00	1	\$139,833.00
8	Installation of Splash Pad Equipment	LS	\$25,000.00	1	\$25,000.00
9	Splash Pad Mechanical and Control Building, Complete	LS	\$30,000.00	1	\$30,000.00
10	4-Inch Decorative Concrete for Splash Pad Area, Incl. Aggregate Base	SY	\$200.00	120	\$24,000.00
11	4-Inch Cement Concrete Sidewalk, Incl. Aggregate Base	SY	\$100.00	100	\$10,000.00
12	Final Site Grading	LS	\$4,000.00	1	\$4,000.00
13	Landscape and Irrigation Restoration	LS	\$8,000.00	1	\$8,000.00

Subtotal	\$315,833.00
Sales Tax 7.9%	\$25,000.00
Contingency 15%	\$51,100.00
TOTAL ESTIMATED CONSTRUCTION COST	\$391,933.00
Design Engineering 15%	\$58,800.00
Construction Engineering 15%	\$58,800.00
Environmental/Cultural Review	\$4,000.00
Funding Administration	\$10,000.00
Electrical Utility Service Fees	\$30,000.00
Permit Fees	\$5,000.00
DOH Review/Approval Fees	\$1,000.00
Advertisement Fees	\$1,000.00
Total Estimated Project Cost	\$560,533.00

QUOTATION



Account Name City of Grandview - Parks & Recreation
 Project Name Grandview Splashpad - WA
 Project ID 30204

Created Date 4/3/2018
 Quote Number 00020199
 Quote Name Rev 00 - Option 2

Prepared By Carrie Burke
 Phone 877-586-7839 X387
 Email cburke@vortex-intl.com

Quantity	Item No.	Product Description
1.00	611.2008R02	BOLLARD ACTIVATOR No 3(SW, PC)
1.00	7232.2008R01	Bobble no1 (SW,PC)
1.00	309.0000R04	WATER TUNNEL N°2 (EM)
4.00	7512.0000R01	JET STREAM No1 (EM)
1.00	301.4000R03	GEYSER (EM)
1.00	7236.2008R01	Helio no1 (SW,PC)
1.00	7240.2008R01	Helio no5 (SW,PC)
3.00	519.2008R01	SPRAY LOOP (SW, PC)
1.00	7010.0002R02	WATER JELLY N°1 (EM)
2.00	7719.2008R04	LOOP N°1 (SW, PC)
1.00	1001.4000R02	PLAYSAFE DRAIN No1
1.00	5313.0022R01	Water Containment System 4000 Gallon, Single Loop, adjacent suction and return
2.00	44100.0000R01	ABOVE GROUND CHEMICAL RESERVOIR-50 GALLONS
1.00	5322.0000R02	DEBRIS TRAP HDPE WITH RAIN DIVERTER VALVE (LEFT) WQMS (K3)
		33926.0070R01 - Single Loop Module 2x 3HP, 208-230V 3PH 60Hz, 2x 7 sq.ft. filter, acid & chlorine, dynamic bypass (Qty 1)
1.00	00020013	33921.0150R01 - Manifold Module 15 Valve, 4" Inlet, No Bypass(Qty 1) 33921.8000R01 - Manifold Module Outlet Solenoid Line 1-1/2" (Qty 15) 33923.4000R01 - Safeguard with MaestroPRO, Splashpad, 24 out 12 in, 120V 1PH 60Hz, Single Loop, ASTM (Qty 1) 33924.0180R02 - Energy Module 2x 3HP, 208-230V 3PH, Single Loop (Qty1)
1.00	44200.0257R01	DELTA UV 295 GPM, 230V 1PH 60Hz 4" PIPING, External Control. Low pressure

Terms & Totals

Ship Via	Best Way	Subtotal	USD 129,005.00
		Start-up Service	USD 4,000.00

Vortex USA Inc.
 1420 Valwood Parkway Suite 205, Carrollton, TX 75006
 Tel: +1-(877) 586-7839 Fax: (972) 410-3697
 Email: sfax@vortex-intl.com
 Web: www.vortex-intl.com

Enquire about our cooperative purchasing programs!



QUOTATION



Freight	USD 5,970.00
Embed Freight	USD 858.00
Tax	USD 10,191.00
Grand Total	150,024.00

Lead Time: Standard lead time of 6-8 weeks for Play Products, 10 weeks for Water Recirculation Equipment and 16 weeks for Elevations. These times are contingent upon receipt of purchase order, approved drawings and all applicable color selections
Excludes: Unloading, storage, installation, fees and permits, taxes, Health Department approval, electrical, site work, surfacing, stamped drawings, OSHA paper work, anything not specifically included above.

Material Handling: Equipment may be required for off loading.

Deposit: Should a deposit be required, production begins upon receipt of the deposit.

Taxes: All applicable taxes are the responsibility of the purchaser

Warranty: See standard Vortex Aquatic Structures International warranty for full detail.

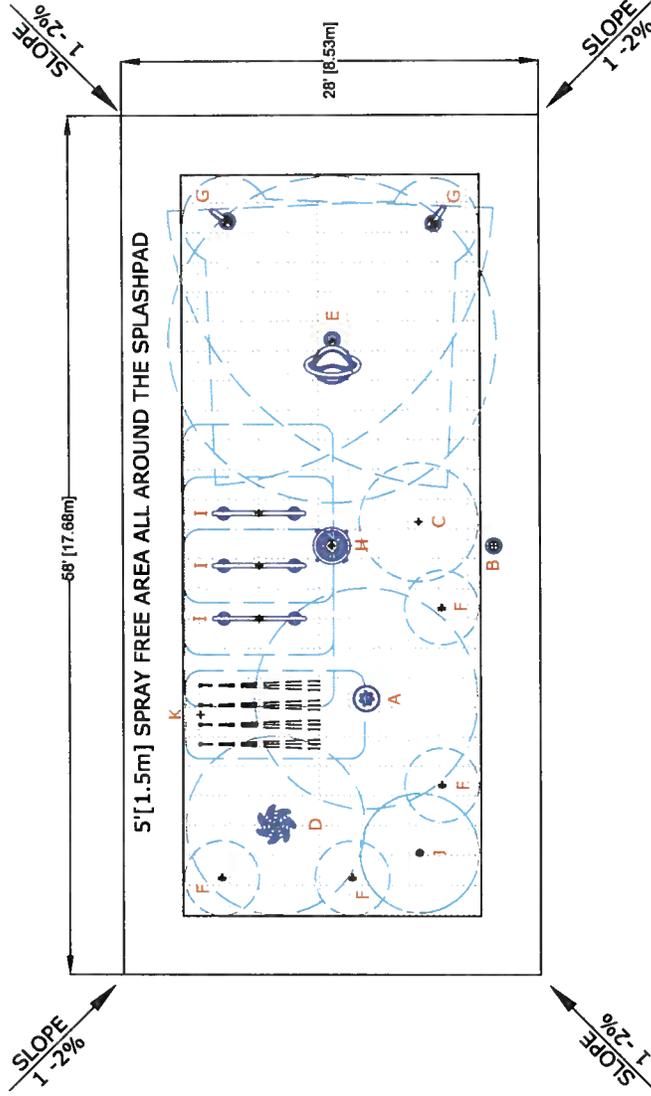
Conditions of sales: Prices quoted above are valid for a period of 60 days, upon which they are subject to change without notice. Freight charge applies to complete shipment. Please note: freight charge is an estimate and is subject to change without notice. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply. Taxes not included, and will be invoiced if applicable. In the event of non-payment, Vortex Aquatic Structures International reserves the right to cease manufacturing or shipping until such payments with penalties, if any, is made by the purchaser with no liability on the part of Vortex Aquatic Structures International. Should said purchaser fail to make subsequent payments as required, Vortex Aquatic Structures International shall be entitled to retain payments previously made as liquidated damages. Storage fees may apply for orders ready for delivery but the purchaser has requested a delay in shipment.

SPLASHPAD DIMENSION

TOTAL AREA : 1624 ft² 151 m²
 SPRAY AREA : 1000 ft² 93 m²
 GRID SIZE : 2 x 2 ft 0.6 x 0.6 m

PRODUCT LEGEND

REF	PRODUCT	QTY	GPM	LPH
A	Bosna N°1 VOR 2332	1	7.5	28.4
B	Bollard Activator No.3 VOR 611	1	0	0
C	Geyser VOR 301	1	7.5	28.4
D	Helio N°1 VOR 7236	1	46.5	176
E	Helio N°6 VOR 7241	1	13	49.2
F	Jet Stream N°1 VOR 7212	4	10	37.9
G	Water Jet VOR 7719	2	15	56.8
H	Playsafe Drain N°1 VOR 1001.4000	1	0	0
I	Spray Loop VOR 519	3	22.5	85.2
J	Water Jet N°1 VOR 7010	1	6	22.7
K	Water Tunnel N°2 VOR 309	1	15	56.8
TOTAL		17	143	541.4





vortex-intl.com

Colored concrete and Environment are for illustration purpose only and not supplied by Vortex. Not for construction

Grandview Splashpad®, WA
Revision 00 - Option 3 - 30204



View 1



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Grandview Splashpad®, WA
Option 00 - Option 3 - 30204

View 2



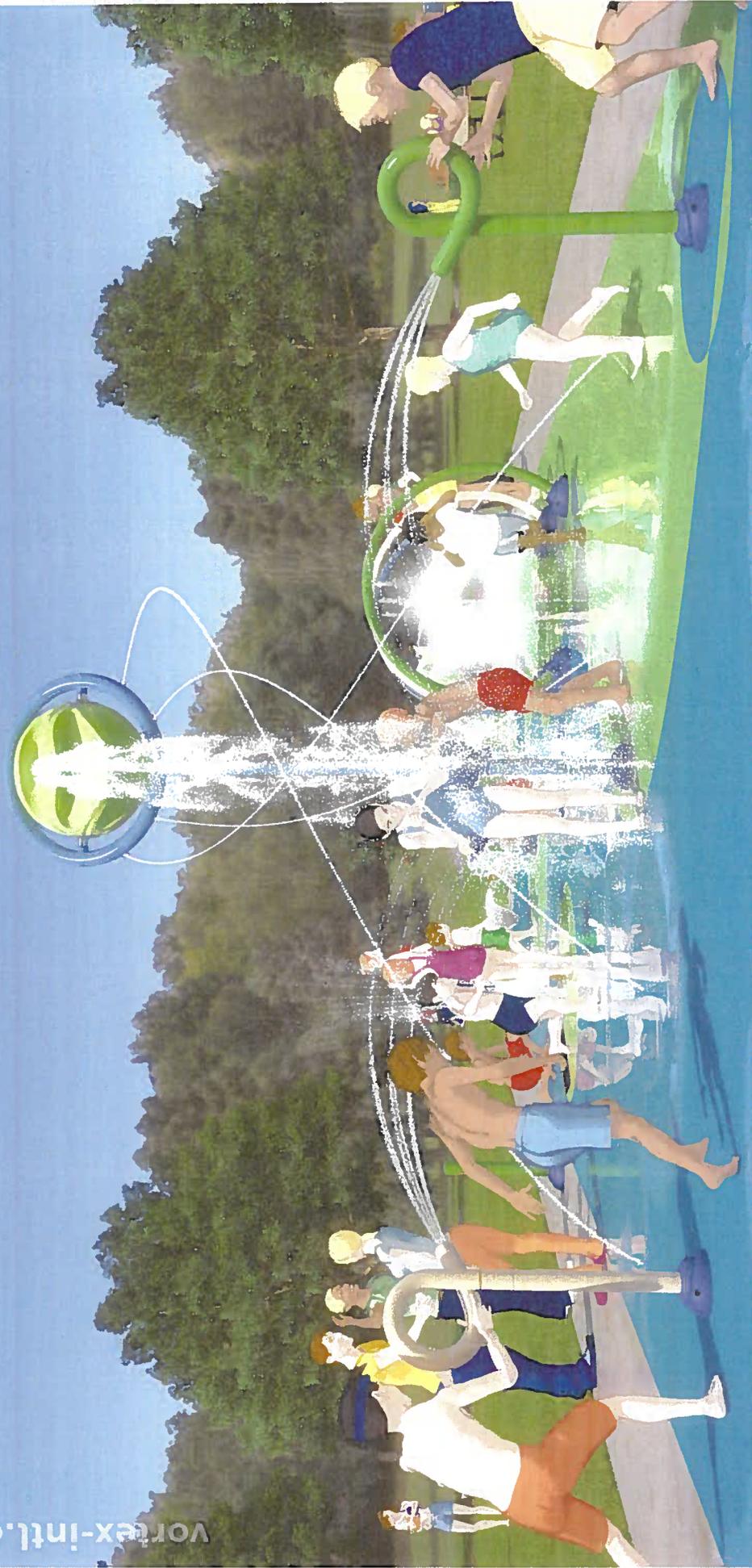


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Grandview Splashpad®, WA
Option 00 - Option 3 - 30204

View 3





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Grandview Splashpad®, WA
Revision 00 - Option 3 - 30204



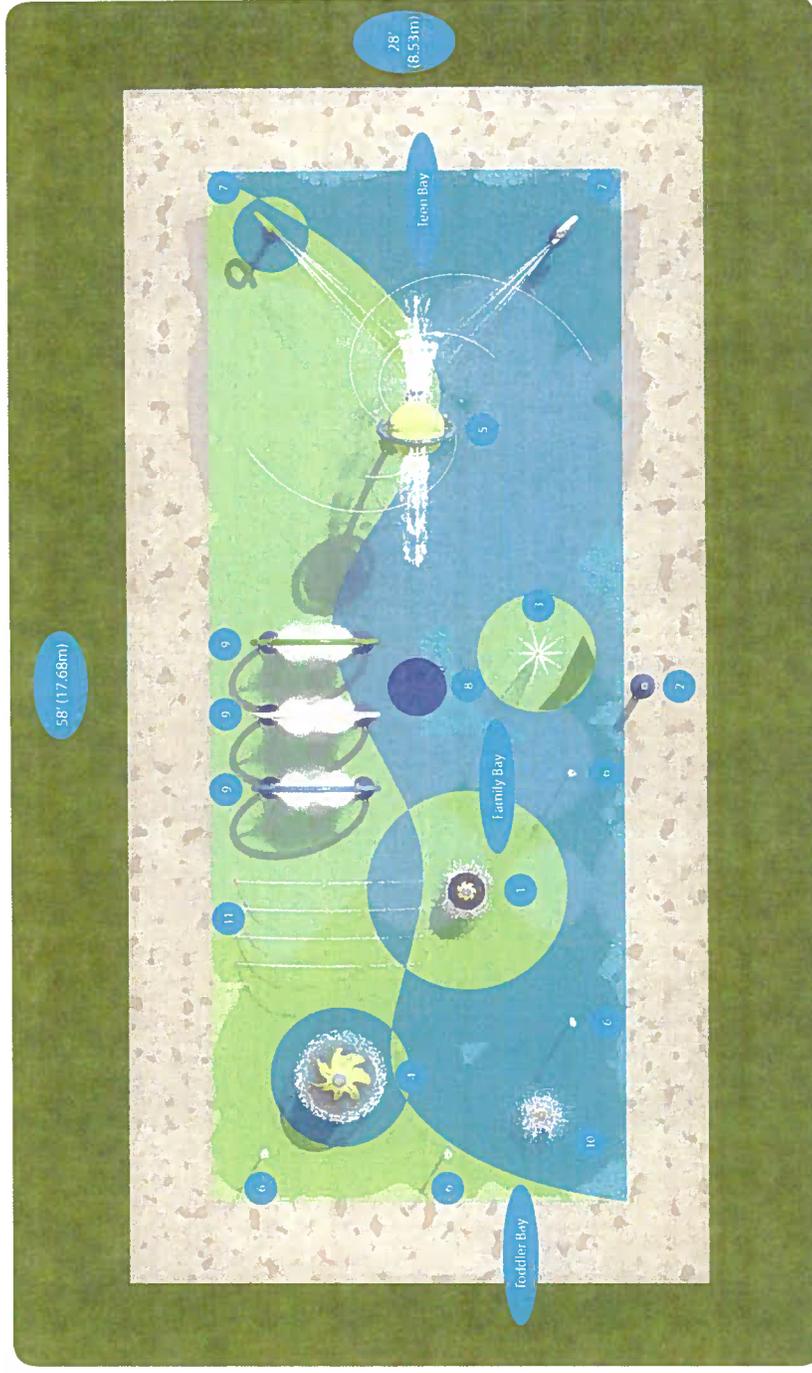
View 4

SPLASHPAD® COMPONENTS

Total area: 1952ft² (181m²)

Spray area: 1258ft² (117m²)

REF	PRODUCT	QTY	GPM	LPM
1	Bobbie N°1 VOR 7232	1	7.5	28.4
2	Bollard Activator No 3 VOR 611	1	0	0
3	Geyser VOR 301	1	7.5	28.4
4	Hello N°1 VOR 7236	1	46.5	176
5	Hello N°6 VOR 7241	1	13	49.2
6	Jet Stream N°1 VOR 7512	4	10	37.9
7	Loop N°1 VOR 7719	2	15	56.8
8	Playsafe Drain N°1 VOR-1001.4000	1	0	0
9	Spray Loop VOR 519	3	22.5	85.2
10	Water Jelly N°1 VOR 7010	1	6	22.7
11	Water Tunnel N°2 VOR 309	1	15	56.8
TOTAL WATER FLOW				17 143.0 541.4



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Top View Splashpad®

Grandview Splashpad®, WA
Option 00 - Option 3 - 30204

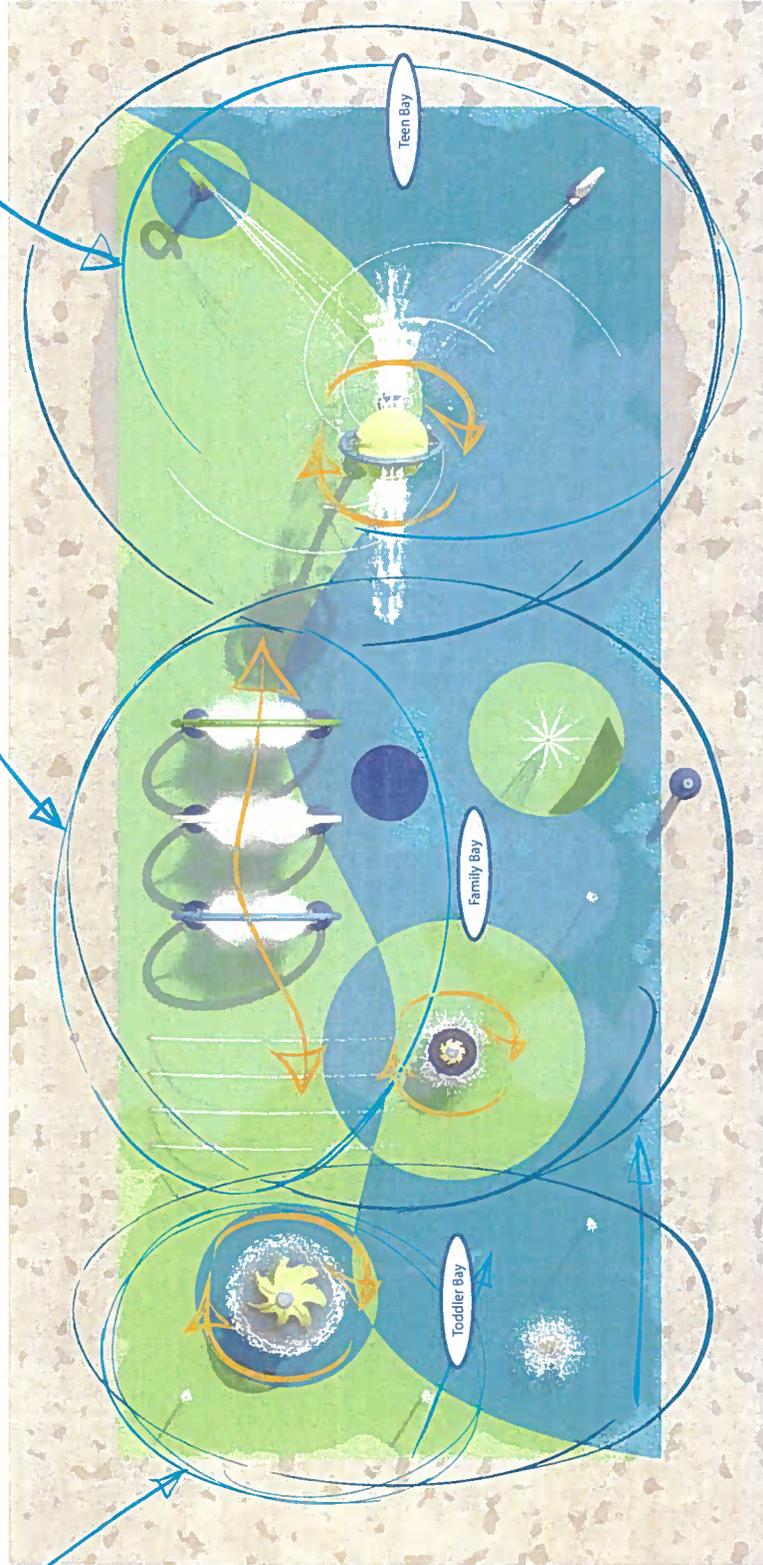
43

PLAY VALUE PLANNING

KINETIC
Interactive Twirl
with ground jets

CIRCUIT
Adventure Circuit

SPRAY
Competitive Play



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Grandview Splashpad®, WA
Revision 00 - Option 3 - 30204

Splashpad® Play Planning



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

ITEM TITLE

Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2018 Swim Team Program

AGENDA NO.: New Business 4 (E)

AGENDA DATE: April 10, 2018

DEPARTMENT

Parks & Recreation

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

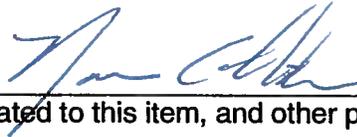
DEPARTMENT DIRECTOR REVIEW

Mike Carpenter, Parks & Recreation Director



CITY ADMINISTRATOR

MAYOR



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

Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that are utilizing City owned recreational facilities to conduct their respective programs.

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.

Attached is the Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2018 season. The City Attorney has had the opportunity to review and comment on the document. Swim Team President Carolyn Vining has reviewed and signed the agreement.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2018 Swim Team Program to a regular Council meeting for consideration.

RESOLUTION NO. 2018-____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE GRANDVIEW NEPTUNE
ROTARY SWIM TEAM FOR THE USE OF THE SWIMMING POOL –
2018 SWIM TEAM PROGRAM**

WHEREAS, the City of Grandview and the Grandview Neptune Rotary Swim Team desire to enter into a Recreational Use Permit regarding the use of the swimming pool for the 2018 Swim Team program;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2018 Swim Team program in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting _____, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RECREATIONAL USE PERMIT

By and Between the City of Grandview and the
Grandview Neptune Rotary Swim Team
For the Use of the Swimming Pool – 2018 Swim Team Program

This Agreement, entered into this ____ day of April, 2018 is made and entered into by and between the City of Grandview, a municipal corporation, hereinafter referred to as “City”, and the Grandview Neptune Rotary Swim Team, a non-profit organization, hereinafter referred to as the “Swim Team”.

1. Recitals:

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

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

2. Agreement:

2.1 Safety:

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

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

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

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

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

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

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

2.2 Scheduling:

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

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

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

2.3 Facility Maintenance:

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

2.4 Use Payment:

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

2.4.2 After July 1, 2018, the Swim Team Shall submit a letter to the City requesting the release of \$1,000 that has been earmarked for Swim Team Scholarships through the annual United Way of Central Washington funding.

2.5 Liability Insurance:

2.5.1 The Swim Team shall obtain and maintain a policy of liability insurance at all times during the term of this Agreement covering all activities of the Swim Team. A comprehensive general liability policy of insurance covering body injury and property damage, with respect to the use or occupancy of the swimming pool, with liability limits not less than \$1,000,000 per occurrence shall be required. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written

notice to the City. Swim Team shall also provide the City with a Certificate or Certificates of Liability Insurance within ten (10) days of execution of this Agreement.

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

2.6 Concessions:

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

2.7 Community Athletic Program-Sexual Discrimination Prohibited:

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

2.8 Early Termination:

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

2.9 Termination for Cause:

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

2.10 Entire Agreement:

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

reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms shall control.

2.11 Assignment:

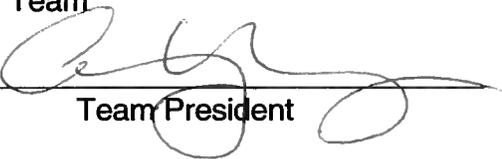
This Agreement and terms and provisions herein are personal to the Swim Team, and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

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

City of Grandview

By: _____
Mayor Norm Childress

Swim Team

By:  _____
Team President

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

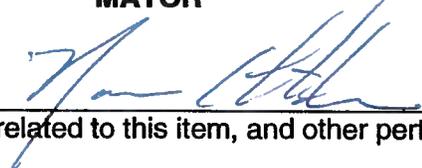
By: _____
City Attorney

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

ITEM TITLE	AGENDA NO.: New Business 4 (F)
No parking on the south side of Fourth Street from Grandridge west to Avenue C	AGENDA DATE: April 10, 2018
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works & Police Departments	

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director & Kal Fuller, Police Chief

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.

There is an area on West Fourth Street from Grandridge west to Avenue C that is zoned M-1 Light Industrial with multi-family residential to the west and single family residential to the north. The proposed property is owned by Danny Day d/b/a Sun Fair Marketing. In addition, the Welch Plant #2 is located across the street on Grandridge from this location.

We are receiving numerous complaints from residential residents regarding trucks parking along West Fourth Street, trucks parked and running late into the night, and trucks driving into the residential area. Some of the complaints assume that it is Mr. Day's business causing the problem and have requested the Police Department look into this ongoing problem.

Police Chief Fuller, Assistant Public Works Director Marty Groom and I met with Mr. Day on April 2, 2018, to discuss the truck problems with the hopes of arriving at a solution that would help reduce and/or eliminate this new problem.

Mr. Day assured us that it isn't any of his trucks because he has plenty of area to park trucks in his fenced compound. He recommended the City consider posting no-parking along this area and to paint the curb yellow to help eliminate the truck parking problem. He felt that this was the best solution as the truck parking situation is also causing his business problems because his employees have to continue to request drivers to move their trucks from blocking his driveway entrances so that Sun Fair Marketing can conduct their operations. Mr. Day even offered to pay for the paint and labor to help solve this problem.

The Grandview Municipal Code would need to be revised in order for the Police Department to enforce a parking issue. If Council supports the recommendation, staff would prepare an ordinance amending the Grandview Municipal Code to include this section of roadway as "no parking".

ACTION PROPOSED

Recommend that Council approve the recommendation of making the south side of West Fourth Street from Grandridge west to Avenue C as “no parking” and authorize staff to prepare an ordinance amending the Grandview Municipal Code for consideration at the next regular Council meeting.



53