

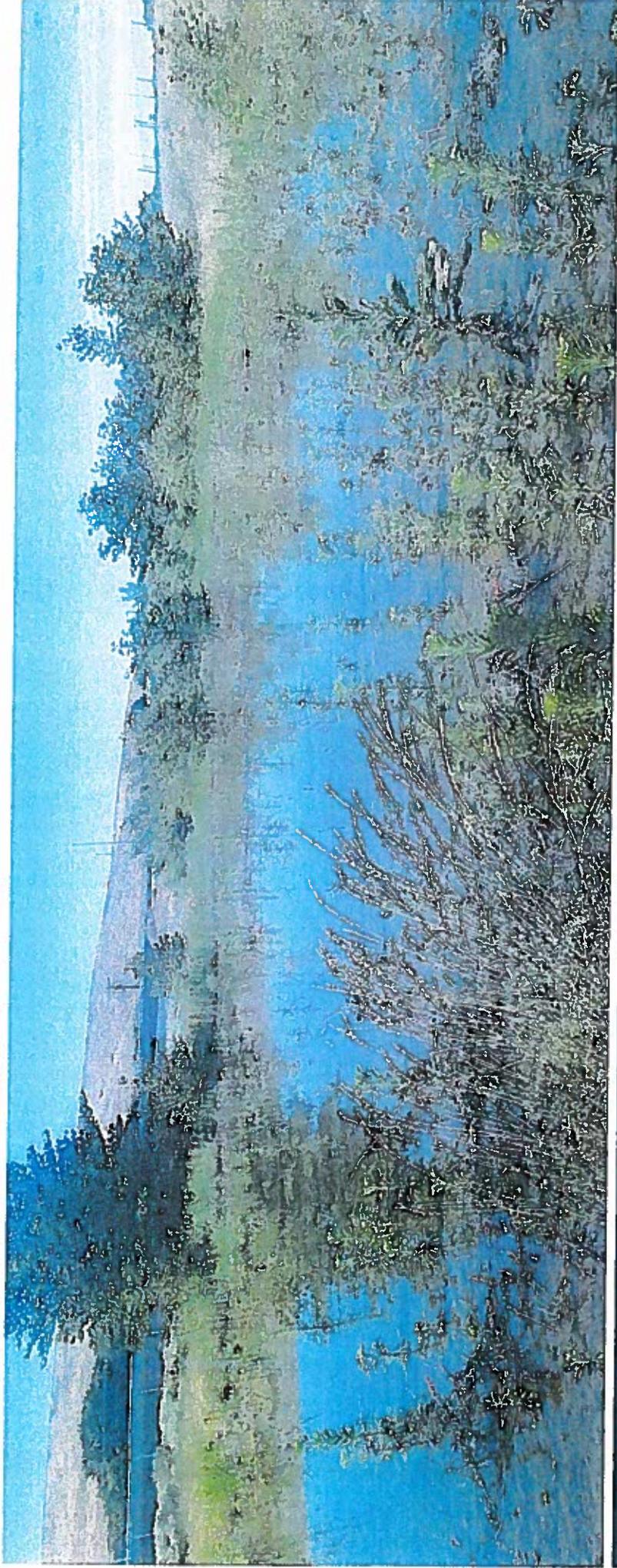
**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MAY 8, 2018**



REGULAR MEETING – 7:00 PM

PAGE

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
 - A. Retirement Award – Christine Boast, Dispatcher, Grandview Police Department
 - B. Dog Park Presentation – Becky Cantu
 - C. 2017 Benton County Mosquito Control District Annual Review – Rudy Cortez 1-40
4. **PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
5. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
 - A. Minutes of the April 24, 2018 Committee-of-the-Whole special meeting 41-44
 - B. Minutes of the April 24, 2018 Council meeting 45-48
 - C. Payroll Electronic Fund Transfers (EFT) Nos. 5937-5942 in the amount of \$88,628.22
 - D. Payroll Check Nos. 10230-10262 in the amount of \$28,832.70
 - E. Payroll Direct Deposit 4/16/18-4/30/18 in the amount of \$105,718.66
 - F. Claim Check Nos. 115169-115253 in the amount of \$367,910.78
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
 - A. Resolution No. 2018-23 authorizing application submittal to the State of Washington Department of Commerce for funding assistance and authorizing the Mayor to sign the Title VI Certification and Grievance Procedure for the sewer main replacement project 49-53
 - B. Ordinance No. 2018-5 amending the 2018 Annual Budget 54-56
 - C. Ordinance No. 2018-6 amending Grandview Municipal Code Section 10.20.070(A) parking prohibited – west fourth street from Grandridge Road west to Avenue C 57-58
 - D. Resolution No. 2018-24 approving an Interagency Agreement between the City of Grandview and Washington State Department of Enterprise Services 59-69
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**



2017 Annual Review

Angela Beehler | Benton County Mosquito Control District

Mission

The Benton County Mosquito Control is dedicated to responsibly improving the quality of life within our District by controlling mosquitoes using Integrated Pest Management (IPM) strategies. IPM is designed to utilize practicable, efficacious, cost effective, environmentally-compatible mosquito control measures to reduce mosquito populations and the risk of diseases they potentially carry.

Communication and cooperation with property owners, residents and governmental agencies are critical components in the effort to reduce mosquito populations. Benton County MCD strives to be open and responsive to members of our community.

2017 Board of Trustees

- Cynthia Gray, President – Benton County Commissioner District #2
- Kevin Christensen, Secretary – Benton County Commissioner District #1
- Rudy Cortez – City of Grandview
- Richard Bloom – City of West Richland
- Thomas Groom – City of Prosser
- Jake Mokler – City of Benton City
- Joseph Schiessl – City of Richland



How do we measure success?

- Self accountability
- Low adult mosquito counts
- Low West Nile virus case numbers
- Provide service in a timely manner
- Positive feedback from residents
- Stay within budget



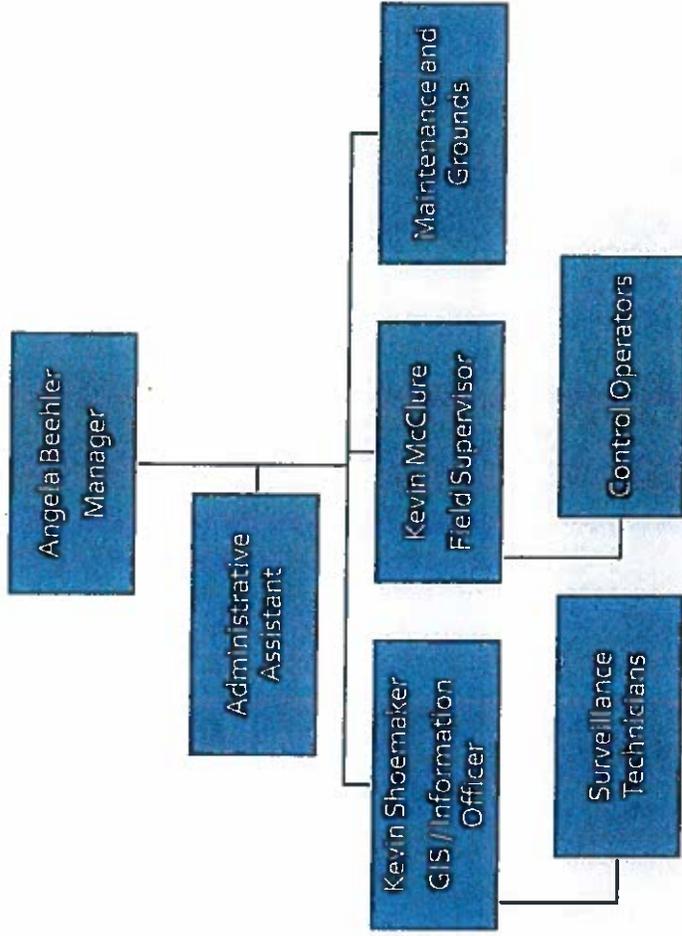
Objectives of 2017

- Automate the trapping schedules and mosquito identification keys by setting up new workstations for the surveillance staff.
- Create a mosquito operations management program specifically for Benton and Franklin County MCD's.
- Increase administrative efficiency
- Conduct adult mosquito control pesticide efficacy testing

Deliverables

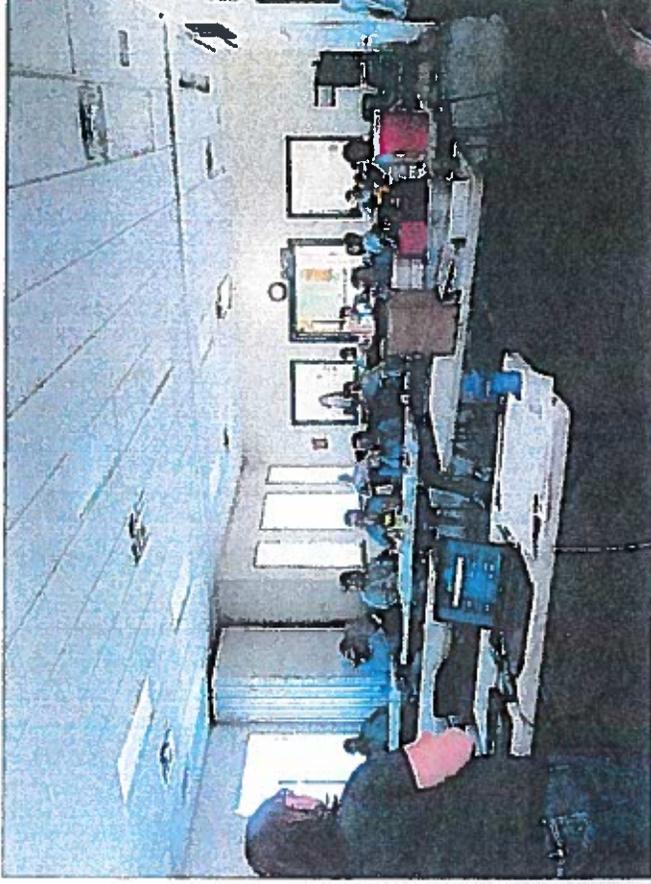
- Eliminated the Surveillance Supervisor position
- Mosquito, M.D. – Mosquito Monitoring and Data Software
- Administrative Efficiency
 - Entered Treasurers Investment Pool
 - Outsourced seasonal administrative duties, payroll and accounts payable
 - Combined duplicated files
 - Secured personnel files
 - Scanned historical paper records to server
- Accountability Audit 2014-2016 was completed with no findings or letters
- Field caught mosquitoes showed possible signs of pyrethroid resistance

Team



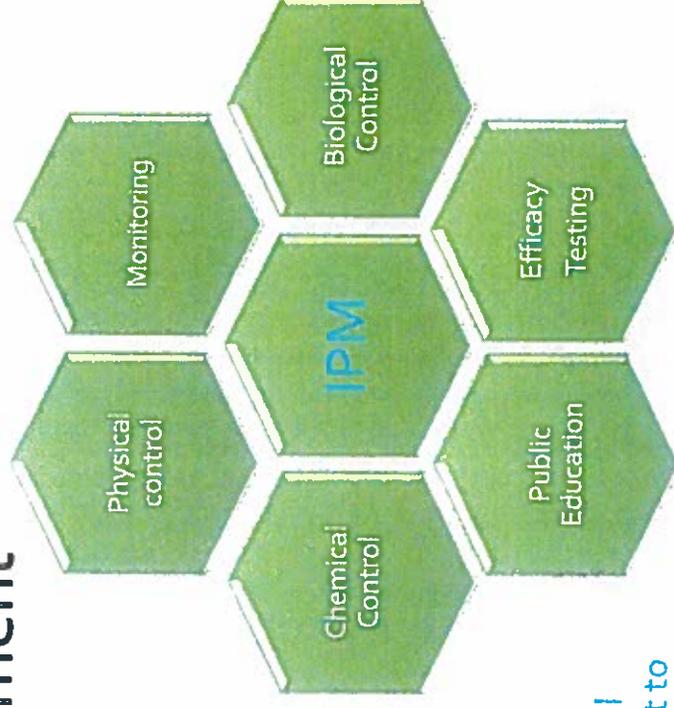
Employee Relations Committee

- Rudy Cortez
- Richard Bloom
- Kevin Christensen



Integrated Pest (Mosquito) Management

- Effective and environmentally-sound pest control programs use a combination of techniques.
- Together this strategy is called Integrated Pest Management.
- To effectively use IPM, it is necessary to have a thorough understanding of the basic biology of the pest species and the many factors that influence their density.



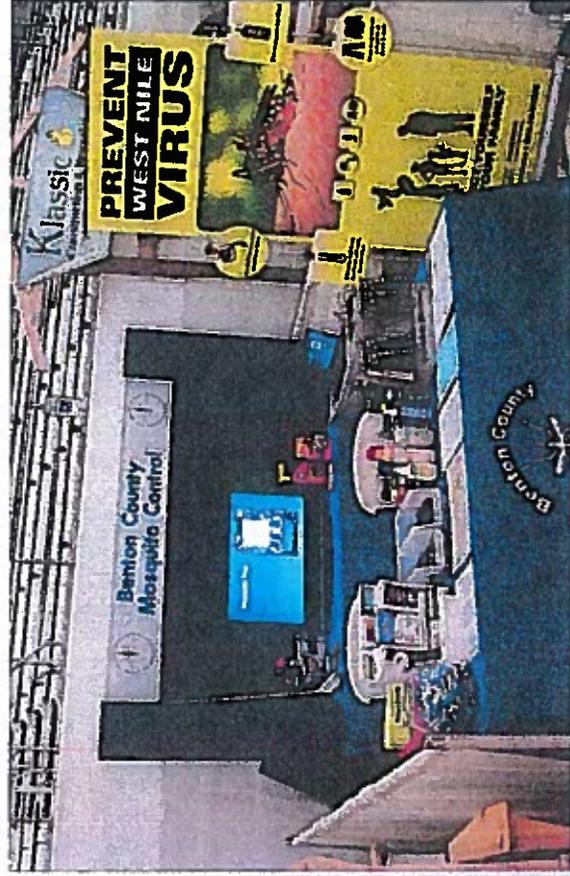
This report details how Benton County Mosquito Control tackles each aspect of IPM throughout the year in an effort to improve and change with our community and environment.

Educating the Community

These events provide an excellent time to share the world of mosquito control with the public we serve.

BCMC participated in several public relations events throughout the year including:

- HBA Home and Garden Show - TRAC
- Safe Kids Saturday - Kennewick
- Rancho Reata Extravaganza – rural Kennewick
- Fall Harvest Festival – West Richland



Gaining and Spreading Knowledge on a Regional and National level

- **AMCA Annual Meeting, San Diego** – Angela and Kevin C.
- **NWMVCA Spring Workshop** – hosted by Benton County MCD
- **EPA Headquarters** – to educate regulators on how products are used in the “real world”.
- **AMCA Washington Day** – education lawmakers on regulations that affect MCDs.
- **Adult Control Product Resistance Testing** – hosted by Benton County MCD
- **NWMVCA Fall Meeting** – Angela, Kevin S., Kevin M, Tom and Richard
- **Idaho Association Fall Meeting**
- **Washington, D.C.** – Senate briefing on NPDES Permitting issues

Standardized Training

Benton County to host training on April 12th, 2018



Dedicated to providing leadership, information and education leading to the enhancement of public health and quality of life through the suppression of mosquitoes.

- About
- Research Fund
- Meetings/Events
- Legislation
- PUBLICATIONS
- Membership
- Resource Center



TRAINING AND CERTIFICATION

Resource Center • Training and Certification

Surveillance and Control Program Awarded by the CDC

In 2016 AMCA was awarded a multi-million-dollar contract from The Centers for Disease Control and Prevention (CDC) for the establishment of training and certification programs for mosquito surveillance and control in response to the emergence and spread of Zika in the Western Hemisphere.

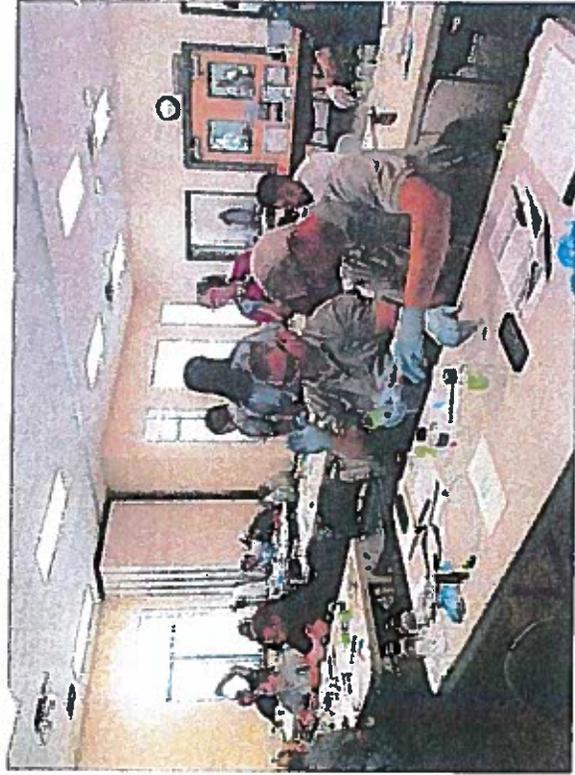
With the award, AMCA is designing, developing and deploying a targeted mosquito surveillance and control training program, as well as insecticide resistance, using Best Management Practices for Integrated Mosquito Management for US state and protective institutions responsible for conducting mosquito control. The program has been developed by a panel of industry experts and occurs in three tracks through both online and on-site components. The on-site portion will be a Train the Trainer workshop and will be held at ten regional training hubs located across the US. The on-site Train the Trainer workshops will launch in 2017.



[Click here to view AMCA's Best Practices for Integrated Mosquito Management Manual, 2017.](#)

*** Recently updated from 2009 version by the AMCA expert advisory panel as part of the CDC multi-source contract for Establishment of Training and Certification Programs for Mosquito Surveillance and Control.*

Increasing Our Core Competency



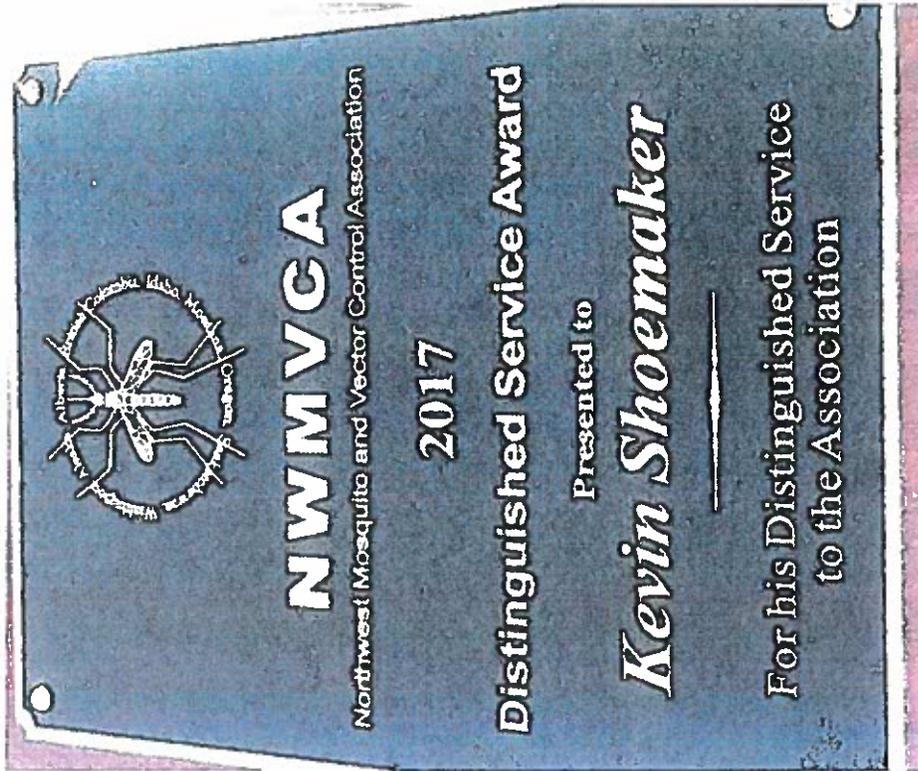
Bottle Bioassay Training Held August 10th

Five core competencies of a vector control program:

- Routine mosquito surveillance, standardized strapping, species identification;
- Larviciding and adulticiding capabilities;
- Routine vector control (e.g., chemical, biological, source reduction, or environmental management);
- Species specific activities; and
- [Pesticide resistance testing](#).

Five supplemental competencies:

- Licensed pesticide application requirements;
- Non-chemical vector control;
- Community outreach and education activities;
- Communication with local health departments on surveillance and epidemiology; and
- Cooperation with nearby/partner vector control programs.



Award

Kevin Shoemaker was presented with the NWMVCA Distinguished Service Award. Specifically, the award was in recognition of his work on the Association webpage. This is the second time in recent history Kevin has been given this award.

"Although these adversities were difficult at times, we were able to accomplish our goals of keeping our citizens safe from disease and reducing mosquito populations while maintaining an extremely positive atmosphere."

Field Report

Kevin McClure
Field Supervisor

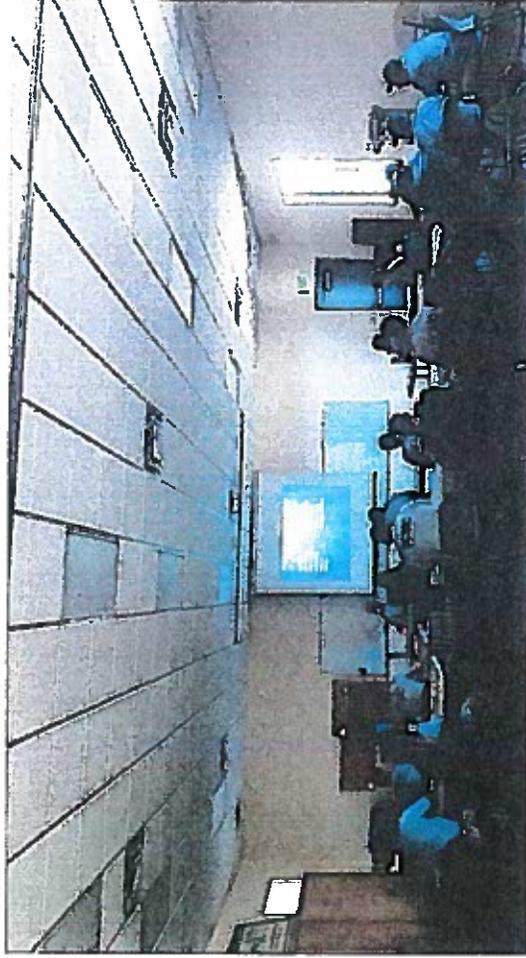
The 2017 mosquito season started in early Spring, during the month of March, and continued through mid-September. This season was challenging at times but was ultimately successful. We faced the adversities of fluctuating river levels, high temperatures, West Nile virus, abundance of overgrown vegetation, product resistance, and a depleted field crew due to unforeseen circumstances. Although these adversities were difficult at times, we were able to accomplish our goals of keeping our citizens safe from disease and reducing mosquito populations while maintaining an extremely positive atmosphere. Our IPM program here at BCMC proves to be extremely effective.

Spring brought the usual high river levels and flooding in the low-lying areas along the Yakima River. Large amounts of mosquito larvae were developing in these areas requiring prompt action. We utilized a helicopter to apply material in the Johnson Park area which was inaccessible by ground. With no ground access this was our only option and produced good results. Larviciding flights, with fixed-wing aircraft, began in early May and occurred on a regular basis through mid-August. We achieved excellent results with aerial larvicide applications on Army Corps lands along the Columbia River and Yakima River Delta regions. Aerial larvicide applications were also made to the Grandview Sewage Lagoons and Byron Ponds areas with mixed results. The combination of extremely high organic matter (GSL) and the inability to penetrate the increasing abundance of overgrown vegetation (Byron Ponds) continues to be a major factor in the efficacy of our larviciding efforts in these areas.

West Nile virus was detected by BCMC lab personnel in multiple locations within the district. In response to each WNV positive, we acted very quickly utilizing a variety of control methods. The crew notified home owners in the area, performed barrier sprays, located breeding sites and treated with larvicides, and performed evening truck ULV fogging routes. There were no human cases of West Nile virus reported within the district.

The BCMC field crew did an excellent job. They responded swiftly and professionally to residential calls and did a great job of controlling each of their designated areas. We lost a few of our crew members to unforeseen circumstances and the remaining workers did an outstanding job of filling in wherever they were needed. They showed a great work ethic, endured the hot summer days, maintained a positive workplace atmosphere, engaged the public in a professional manner, produced positive results and came together as a team to survey and make applications to large areas within their zones.

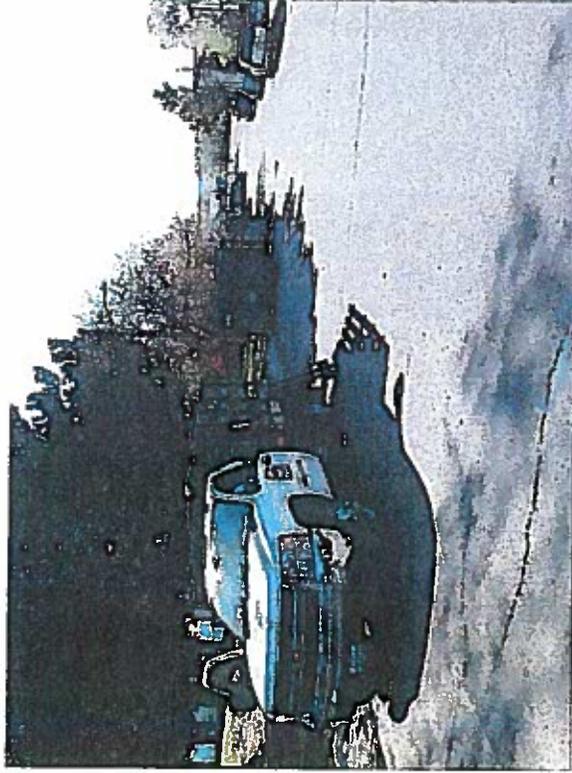
Seasonal Training



New Safety Manuals and Training

- Spill Prevention
- Accident Prevention
- HAZCOM – Hazardous Communication Program
- Adverse Incident Procedures

Physical Control



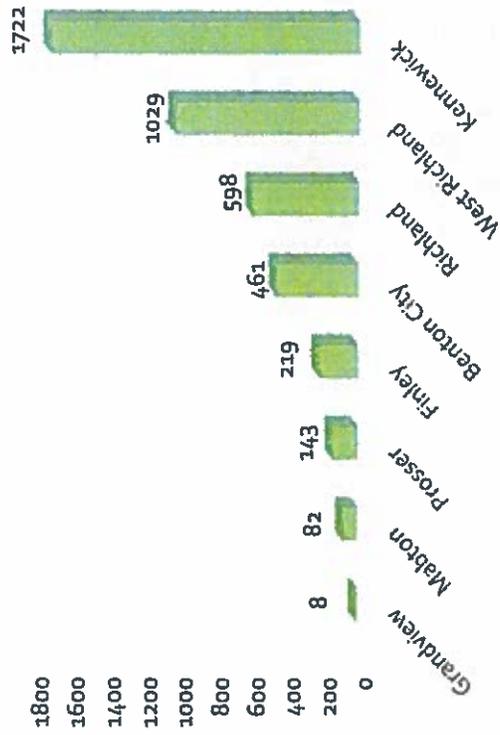
Mosquito Control vehicle at Kennewick City Clean-up

- Removing places where mosquitoes lay their eggs is the most effective way to prevent mosquitoes from returning.
- The **BCMC annual Tire Drive** continues to be our most popular public relations event.
- Tires hold water from rain and sprinklers providing habitat for mosquitoes.
- One day each year, on the week of Earth Day, we invite residents to drop off used tires for recycling.
- This year we hit a milestone, with over 50,000 tires collected since the program began in 2005.

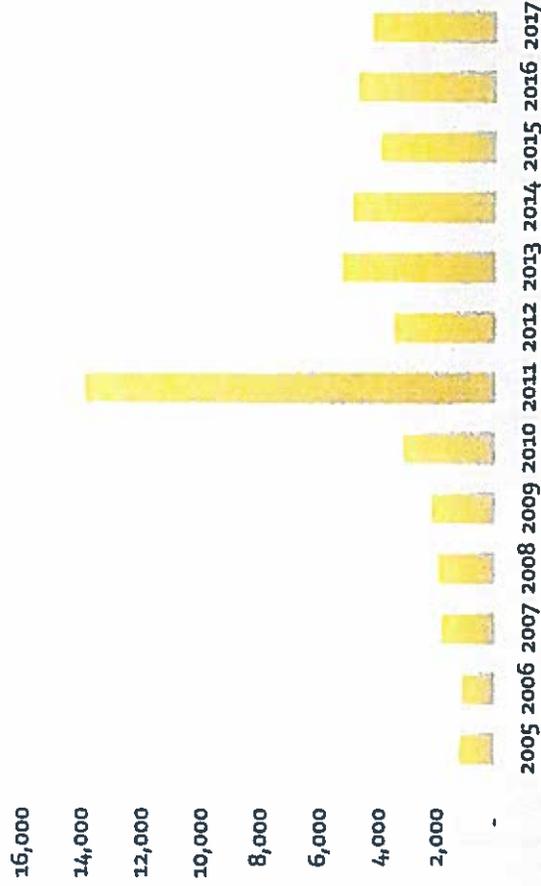
Source Reduction

2017 Tire Drive

4,262 Total Tires Collected

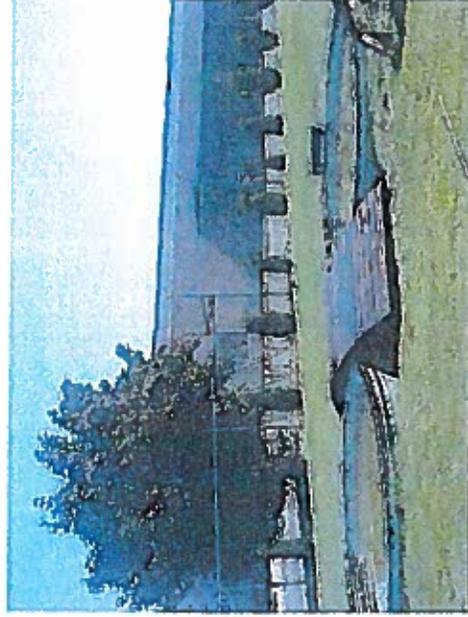


Tires Collected by Year - 51,898 tires



Biological Control – Mosquitofish

- 52 Gambusia deliveries made in 2017
- 787 fish delivered



Larviciding



Preventing and controlling larval stage mosquitoes is the primary focus of the mosquito control district.

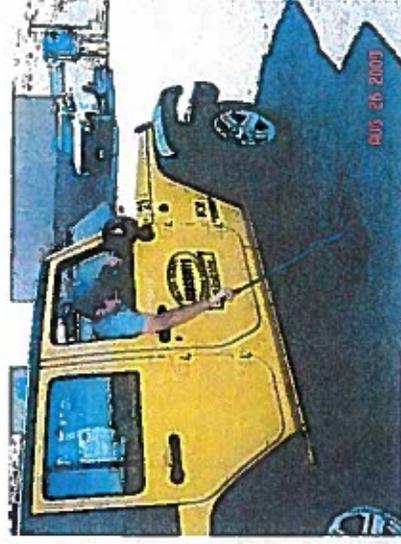
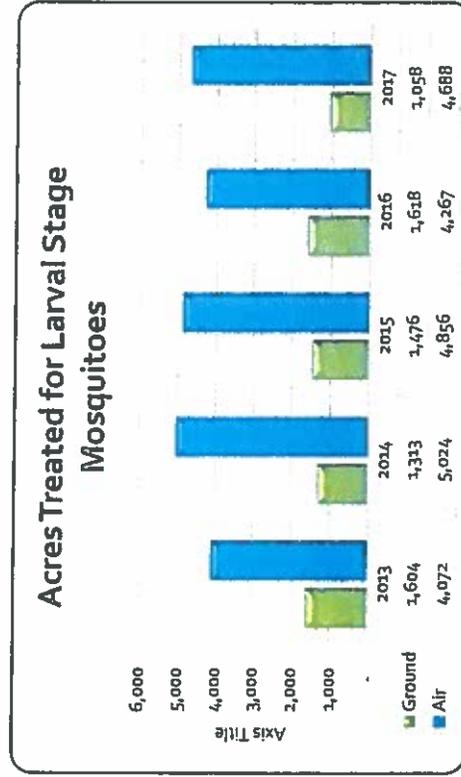
Eliminating or treating standing water is the safest and most cost effective way to control mosquito populations.

The District partners with other agencies to control vegetation in mosquito development areas. This helps to reduce the amount of product needed to treat the site, and increases the efficacy of the application.

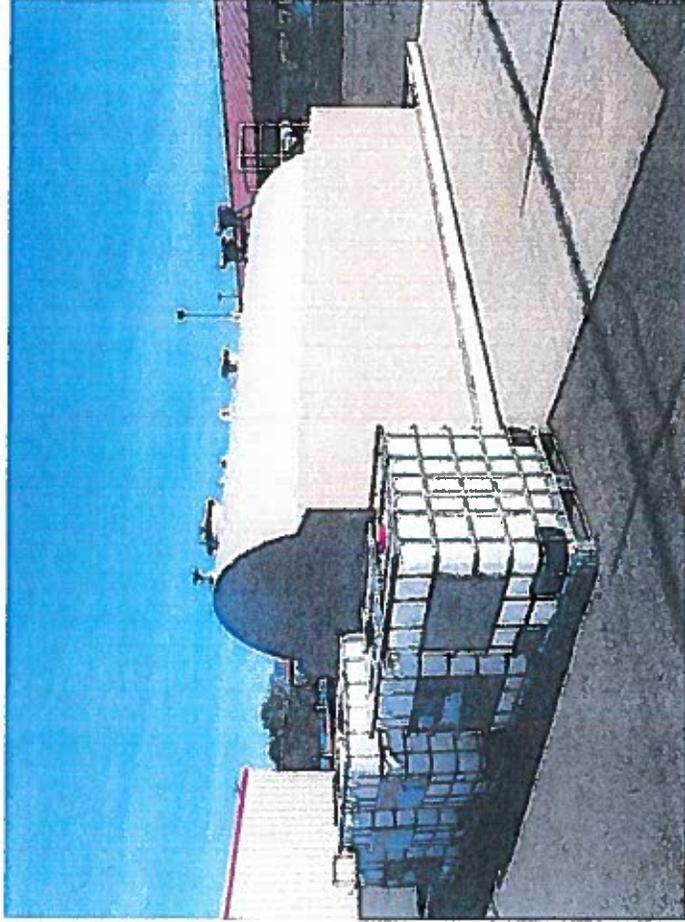
Larviciding

According to our records, a total of 5,333 development site inspections were made, leading to 1,697 larviciding applications.

In addition, 35,665 storm drains were treated with 30-day methoprene briquets.



Oil Storage



Aerial Spraying

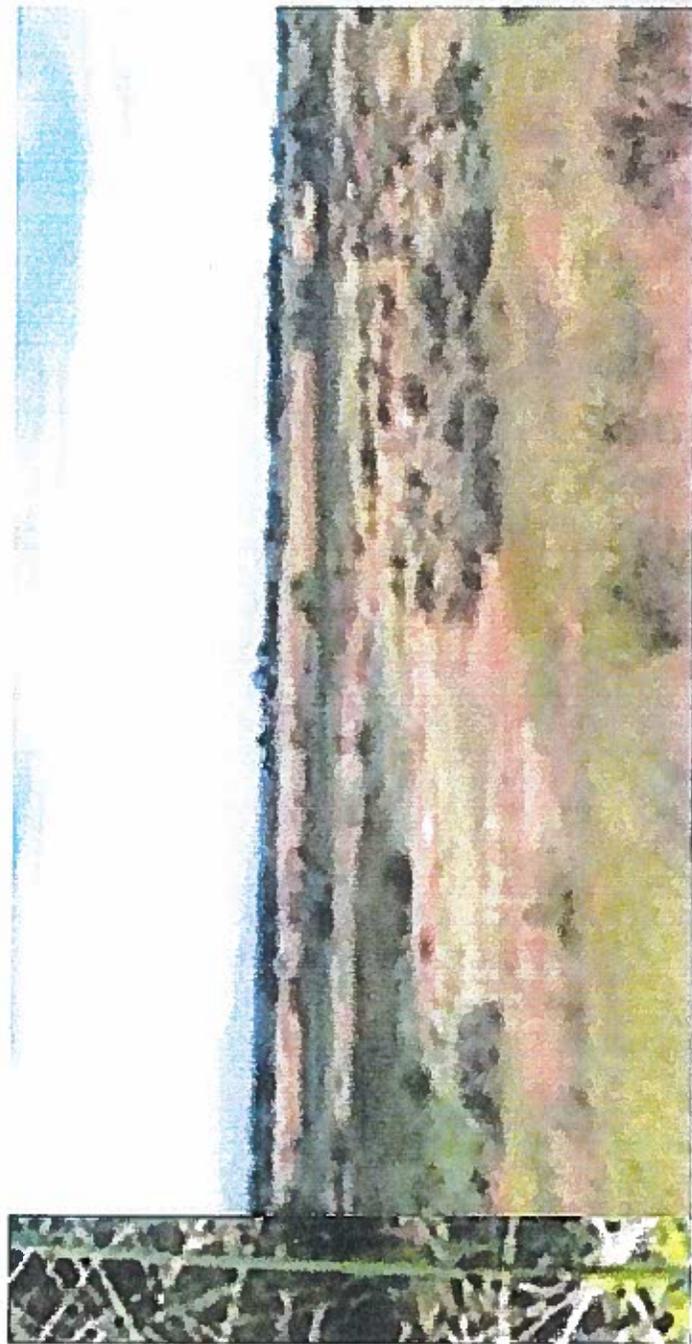


- First helicopter larviciding application since 2010 took place this year.



- Fixed wing larviciding aircraft

Byron Ponds

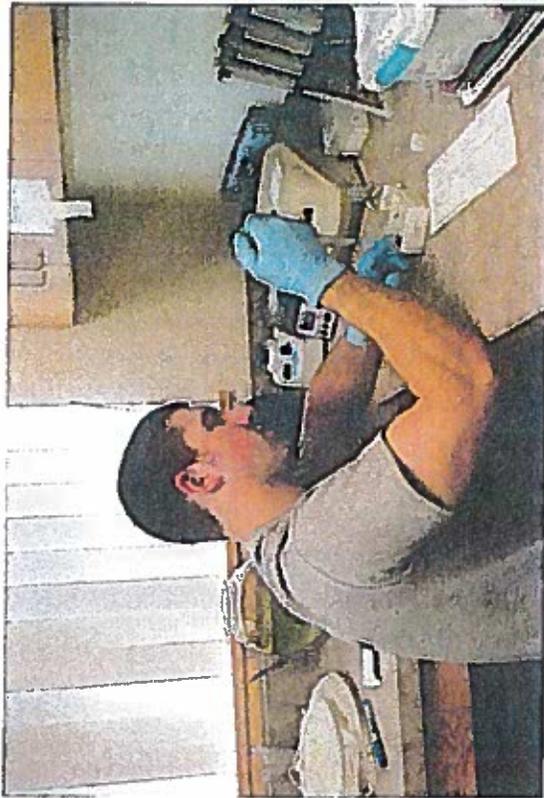


Surveillance

Trapping



Testing



West Nile Virus Positive Mosquito Samples

Date	Location
6/26	Grandview Sewage Lagoons (Swiripond)
6/29	Grandview Sewage Lagoons (Swiripond)
7/4	Grandview Sewage Lagoons (Pumphouse)
7/10	Byron Ponds (Syphon)
7/12	Byron Ponds Witch Hut
7/19	2061 OIE, Grandview
7/24	Grandview Sewage Lagoons (Swiripond)
7/25	Wilgus/Sunnyside Canal Pasture
7/31	Grandview Sewage Lagoons (Swiripond)
7/31	Grandview Sewage Lagoons (Pumphouse)
8/16	1504 S. Bermuda Rd., Kennewick
8/17	1032 Campbell Dr., Prosser
8/24	Zintel Canyon - 27th and Ely, Kennewick
8/29	Bunn Rd, Prosser
9/1	Grant Park, Prosser
9/5	West Richland Golf Course
9/7	Jubilee Street, Richland
9/11	1539 County Line Rd, Grandview



West Nile Virus in Washington

Human Cases by County of Likely Exposure

This map shows human cases of West Nile virus infection by county of likely exposure. Human cases that may have been travelling out of state or exposed to the virus in more than one county are not shown on this map. See [additional maps](#) for human cases by county of residence or for environmental detections.

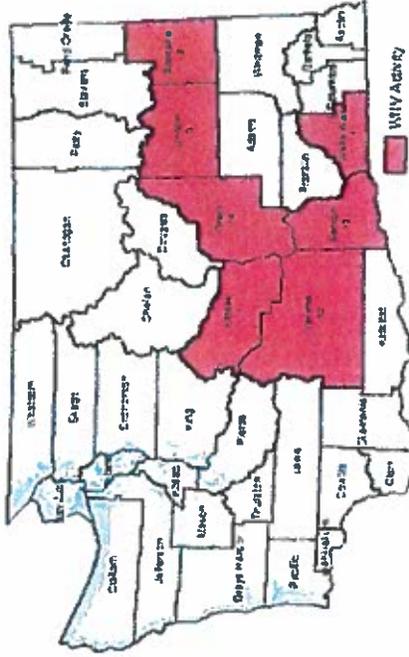
Ongoing West Nile virus monitoring for infected dead birds and mosquitoes is limited to a few counties due to a lack of resources. West Nile virus activity may not be indicated in your county; however, the virus is likely to be widespread in our state. Follow these [easy prevention steps](#) to protect yourself and family.



Environmental Detections - Horses, Birds, and Mosquitoes

The map shows the counties where infections in horses, dead birds, and mosquitoes are occurring. See [additional maps](#) for human case information.

Ongoing West Nile virus monitoring for infected dead birds and mosquitoes is limited to a few counties due to a lack of resources. West Nile virus activity may not be indicated in your county; however, the virus is likely to be widespread in our state. Follow these [easy prevention steps](#) to protect yourself and family.



West Nile Virus in Washington

Washington State WNV History

Statistics

West Nile Virus-Positive Cases in Washington, 2017

County	Human		Horse/Other Mammal	Bird	Mosquito Sample
	By County of Infection	By County of Residence			
Benton	0	0	1	0	9
Clark	0	1	0	0	0
Grant	0	0	0	0	14
King	0	2	0	0	0
Kittitas	0	0	1	0	0
Lincoln	0	0	1	2	0
Chelan	1	1	0	0	0
Pierce	0	1	0	0	0
Snohomish	7	6	0	1	1
Walla Walla	0	0	0	1	0
Yakima	0	0	0	0	10
Out-of-county Exposure*	0	0	0	0	0
In-state Acquired	9	9	0	0	0
Out-of-state Acquired	5	5	0	0	0
Totals	13	13	9	4	34



- 2005: 0 humans, 1 horse, 1 bird, 2 mosquito pools
- 2006: 3 humans, 6 horses, 13 birds, 0 mosquito
- 2007: 0 humans, 9 horses, 1 bird, 0 mosquito pools
- 2008: 3 humans, 41 horses, 24 birds, 57 mosquito
- 2009: 38 humans, 73 horses, 22 birds, 344 mosquito
- 2010: 2 humans, 0 horses, 2 birds, 126 mosquito pools
- 2011: 0 humans, 0 horses, 0 birds, 5 mosquito pools
- 2012: 4 humans, 1 horse, 5 mosquito pools
- 2013: 1 human, 2 horses, 18 mosquito pools
- 2014: 13 humans, 5 horses, 80 mosquito pools
- 2015: 24 humans, 36 horses, 7 birds, 157 mosquito
- 2016: 9 humans, 27 horses, 2 birds, 95 mosquito pools
- 2017: 13 humans, 9 horses, 4 birds, 34 mosquito pools

Monitoring Invasive Species

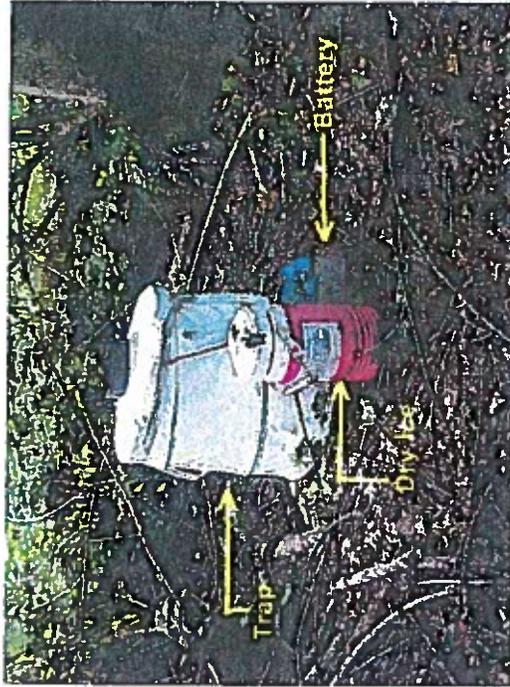
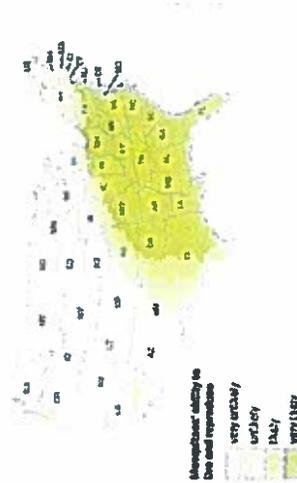
New ranges for tropical mosquitoes

New traps needed

Estimated Range of *Aedes aegypti* in the United States, 2017



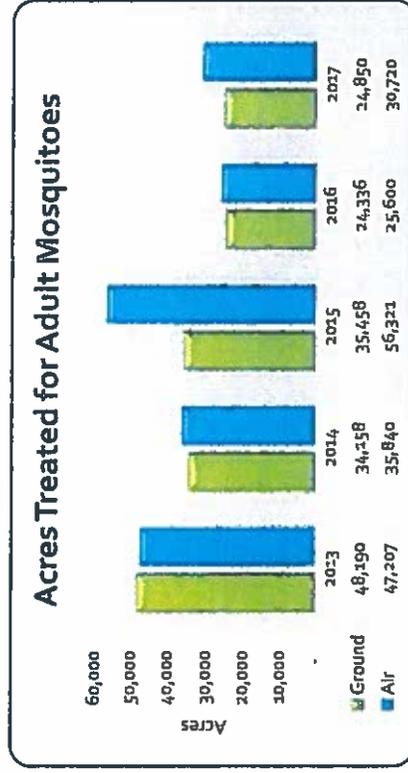
Estimated Range of *Aedes albopictus* in the United States, 2017

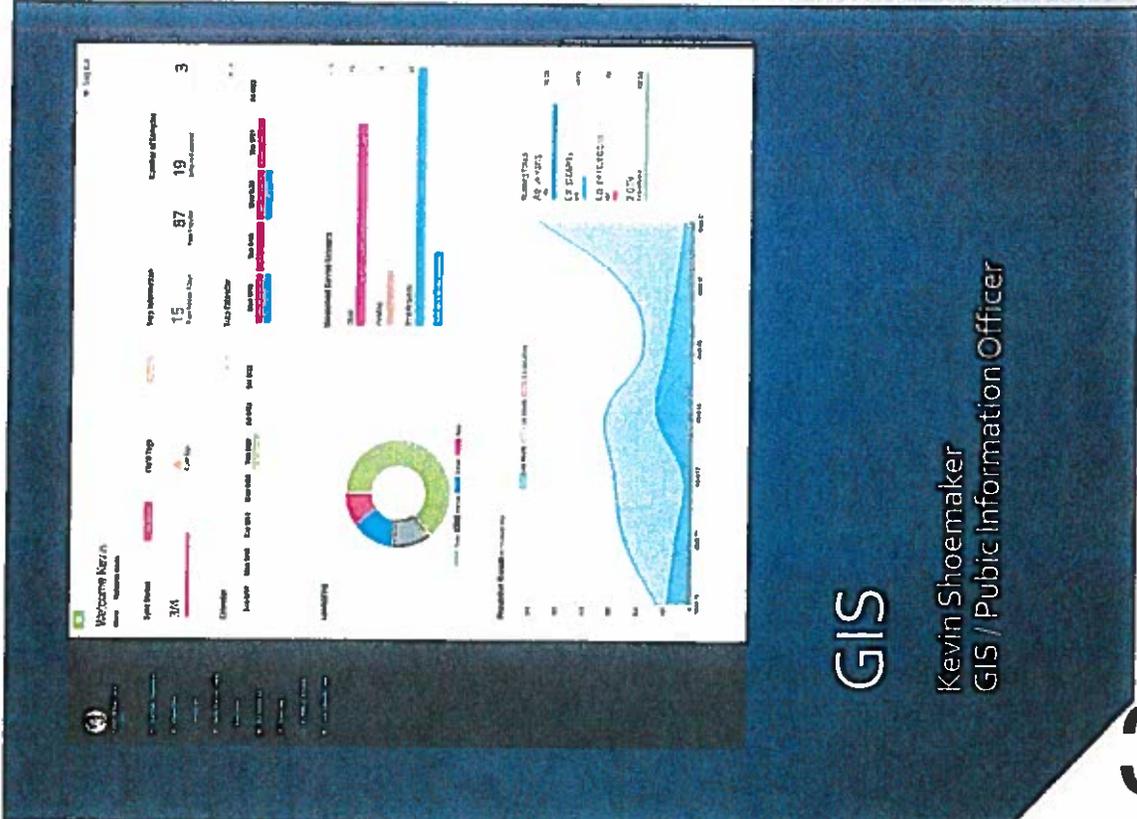


Controlling Adult Mosquitoes

- The products sprayed for adult mosquito control are used in extremely small amounts (<0.75 ounces per acre), just enough to be toxic to the mosquitoes.
- We spray in the early morning and evening hours in order to contact the mosquitoes when they are most active, meanwhile avoiding non-targets such as bees, butterflies, and people.

Adult control is one of many tools we use to control mosquitoes, but it is often the most visible.





- Most aspects of the GIS department were standard for 2017 with the exception of the ongoing Mosquito M.D. (Monitoring and Data) project. The team is confident we'll have a working system by the beginning of the 2018 season.
- There are still a number of features that are being tweaked, and we continue to improve the user experience when/where we can; which Hoursix has adapted the system as needed, even when it deviates from the original concept, without an increase in cost.
- There are no additional fees to report with this large undertaking, and we feel fortunate that our developer is local, which has allowed us to establish weekly meetings where we discuss the project and what is next.
- I'm looking forward to giving a presentation to the Board of Trustees in 2018 to show off the finished product and convey the value it represents.

GIS

Kevin Shoemaker
GIS / Public Information Officer

Mosquito M.D.

A F T E R
B E F O R E &



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4	5	6	
1	2	3	
Tab	0	←	

Inspection Page [site common name here]

Site Condition: ▼

of Dips: Avg Larvae: Avg Pupae:

Stages: ▼ Adults Present?

Fish Present? Aerial Request?

Comments:

Last 3 Events; quick reference

Date	Category
7/12/2016	Treatment
6/5/2016	Inspection
9/10/2015	Inspection



Mosquito M.D.

B A F T E R
E F F O R E &

FEbruary 29, 2017

LARVICIDING: INSPECTION

EXIT

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4 5 6
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DATE CATEGORY
7/12/16 TIGER TUN
6/5/16 INSPECTION
4/10/15 INSPECTION

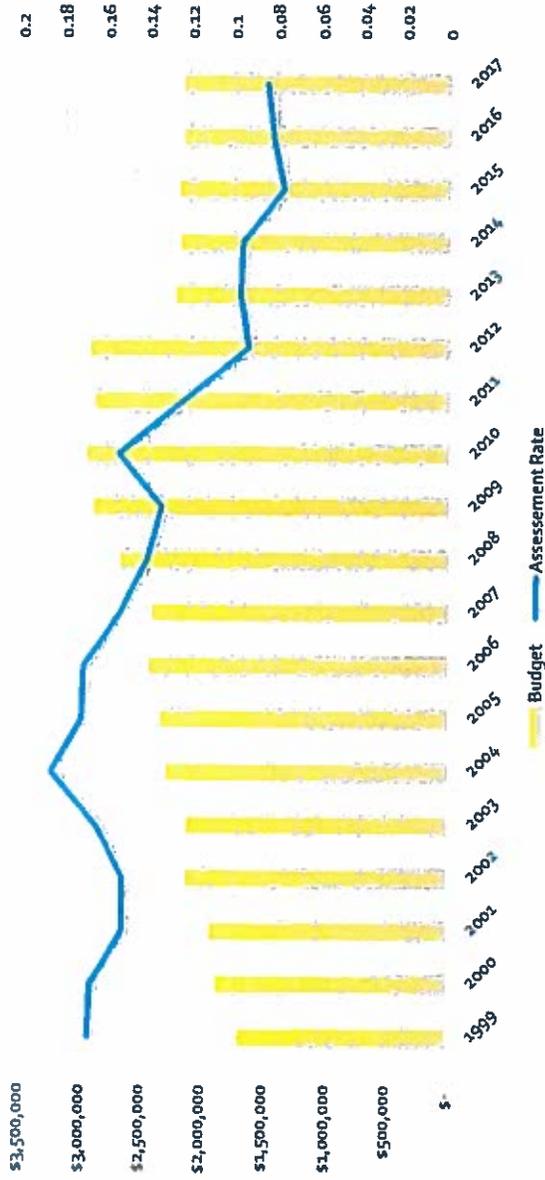
COMMON NAME

Site Condition: Number of Dipst: Stages: Average Larvae:
Average Pupae: Adults Present? Aerial Larvicide Request? Fish Present?

Comments:

OK CANCEL TREAT SITE HISTORY

Annual MCD Budget and Assessment Rate



In 2017, the special assessment for Benton County residents was \$.085 per \$1,000 of property value. For 2018, Benton County Mosquito Control has adjusted the method of assessing properties based on findings of the State Auditor's Office and in accordance with the Revised Codes of Washington (RCWs); the assessment will no longer be based on property or land value.

Yakima County residents pay a mosquito control assessment of \$8.00 per acre plus \$1.50 that is charged by the County Assessor and Treasurer to administer the benefit assessment.

The District spent 79% of the 2017 budget, and will carry over \$496,105.62.

Financial Statement

	Budget	Actual
Revenues	\$2,164,026	\$ 2,197,844.99
Expenditures	\$2,164,026	\$ 1,701,739.37

Cash Accounts and Assets:

Cash carry-over to 2018	\$ 496,105.62
Value of product in storage:	\$ 130,380.81
Vehicle purchasing account:	\$ 252,925.65
Total:	\$ 879,412.08

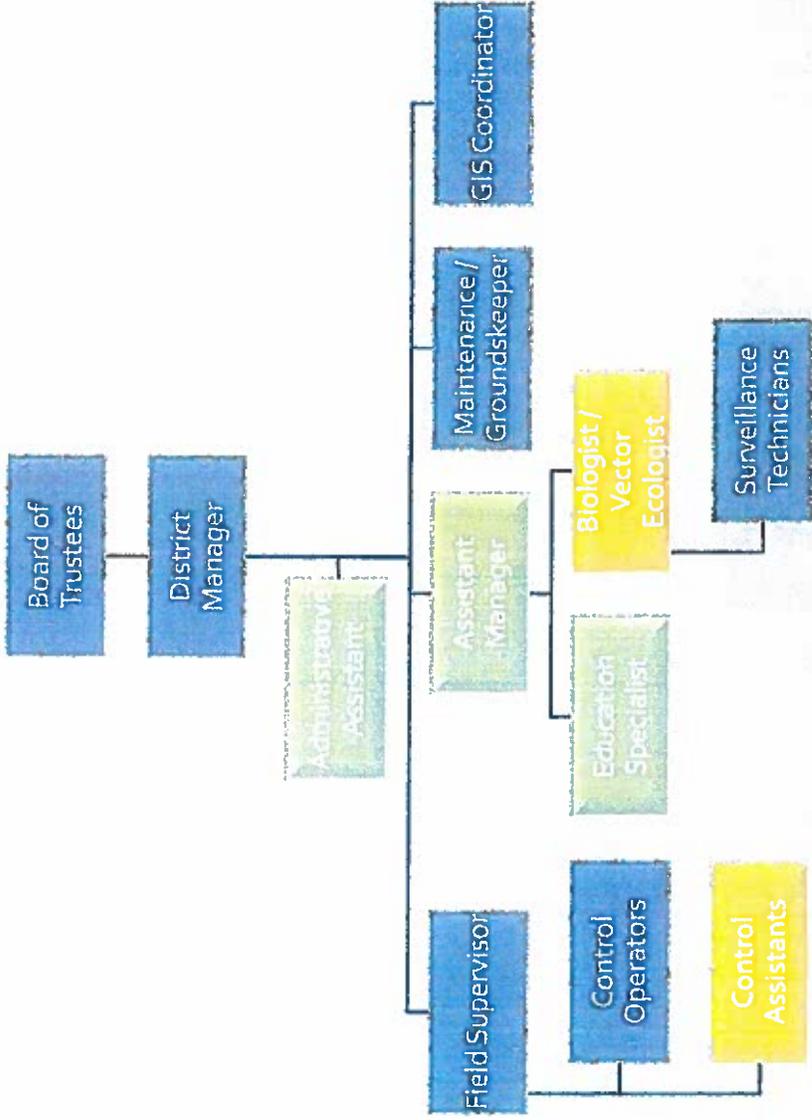
Goals for 2018

- Policy vs handbook—separate
 - Seek HR training
 - Enhance Education Program
 - Create an Educator/Social Media seasonal position
 - Finish lab procedures manual
 - Increase frequency, efficiency and quality of employee training
- Complete Mosquito, M.D. software
 - Take time during the season to reassess, check in with each other more often
 - Stay within the budget, level the assessment

Project Schedule and Milestones

Weekly staff meetings	1/15/18	Get Quality Applicants Expand advertising	2/15/18	Standardize the seasonal training schedule	4/30/18	Set monthly benchmarks for site inspections and treatments - % complete	5/30/18	Succession Planner	12/31/18
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Team



Quality Management and Performance Measures

- Schedule trainings a month in advance
- Have the crew set goals for checking sites - % inspected per month
- Mid-year reviews for all employees
- Eliminate errors through additional checks on timecards, and QuickBooks integration
- Additional level of review on invoices -- two days before accounting
 - Move accounts payable dates closer to check release date



Questions?

Angela Beehler

Angela@MosquitoControl.org

(509) 572-7864



**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE SPECIAL MEETING MINUTES
APRIL 24, 2018**

1. CALL TO ORDER

Mayor Norm Childress called the Committee-of-the-Whole special meeting to order at 5:30 p.m., in the Council Chambers at City Hall.

2. ROLL CALL

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

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Fire Chief Pat Mason, Parks & Recreation Director Mike Carpenter and City Clerk Anita Palacios.

3. PUBLIC COMMENT – None

4. NEW BUSINESS

A. Prosser Memorial Hospital EMS Ambulance Levy Proposition

At the April 10, 2018 meeting, the C.O.W. tabled discussion of the 2018 Revenue Proposal for PMH Medical Center's Emergency Medical Services to fund ambulance services to the April 24, 2018 C.O.W. meeting.

Tyler Platt, Director of Emergency Services with the Prosser Memorial Hospital (PMH) was present to discuss the ambulance services and address questions from the Council.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember Brewer, the C.O.W. directed the Mayor and City Administrator to meet with the local ambulance providers from Prosser and Sunnyside to discuss ambulance services and report back at the June 12, 2018 C.O.W. meeting.

B. Fire Department Engine 11

Fire Chief Mason explained that the newly purchased fire truck would replace Engine 11. He requested Council's direction to either retain Engine 11 as a reserve vehicle or surplus it.

Discussion took place.

Following discussion, Council consensus was to retain Engine 11 as a reserve vehicle.

C. Fire Department Additional Staffing Report

Due to time constraints, this item would be rescheduled for a future C.O.W. meeting.

D. No parking on the south side of Fourth Street from Grandridge west to Avenue C

City Administrator Arteaga explained that there was an area on West Fourth Street from Grandridge west to Avenue C that was zoned M-1 Light Industrial with multi-family residential to the west and single family residential to the north. The proposed property was owned by Danny Day d/b/a Sun Fair Marketing. In addition, the Welch Plant #2 was located across the street on Grandridge from this location. The City was 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 was Mr. Day's business causing the problem and have requested the Police Department look into this ongoing problem. Police Chief Kal Fuller, Assistant Public Works Director Marty Groom and City Administrator Arteaga 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 City staff that it was not 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 was 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 could 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 supported the recommendation, staff would prepare an ordinance amending the Grandview Municipal Code to include this section of roadway as "no parking".

He recommended 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.

Discussion took place.

On motion by Councilmember Brewer, second by Councilmember Moore, the C.O.W. approved the recommendation of making the south side of West Fourth Street from Grandridge west to Avenue C as "no parking" and authorized staff to prepare an ordinance amending the Grandview Municipal Code for consideration at the May 8, 2018 regular Council meeting.

E. Washington State Department of Enterprise Services Interagency Agreement – Apollo Solutions Group Energy Savings Performance Contracting

At the April 10, 2014 C.O.W. meeting, Scott Lewis, Business Development Account Manager with Apollo Solutions Group (ASG) provided a presentation on energy savings performance contracting. He explained that performance contracts were guaranteed and could be self-funded through energy and operational cost savings derived from implementing proposed facility improvement measures, utility incentives and energy grants. To utilize these services, the City would enter into an Interagency Agreement (IAA) with the Washington State

Department of Enterprise Services (DES). City Administrator Arteaga explained that City staff was considering alternative energy options such as solar panels at the Wastewater Treatment Plant which could be funded through a DES grant. Following discussion, the C.O.W. directed staff to present an Interagency Agreement with the Department of Enterprise Services at a future C.O.W. meeting for consideration.

The Department of Enterprise Services provided a sample of the IAA that would be generated if the City decided to work with the DES energy program.

Discussion took place.

On motion by Councilmember Everett, second by Councilmember McDonald, the C.O.W. moved a resolution authorizing the Mayor to sign an Interagency Agreement with the Washington State Department of Enterprise Services choosing Apollo Solutions Group as the City's Energy Savings Company (ESCO) for consideration at the May 8, 2018 regular Council meeting.

F. Ordinance amending the 2018 Annual Budget

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets identified budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2018 Annual Budget to accommodate the changes in sources and uses. By Fund the highlights of the budget changes was as follows:

Current Expense Fund: Increased appropriations for advertising within Economic Development. Net effect was a decrease in estimated ending fund balance.

Discussion took place.

On motion by Councilmember Brewer, second by Councilmember Moore, the C.O.W. moved an ordinance amending the 2018 Annual Budget to the May 8, 2018 regular Council meeting for consideration.

5. OTHER BUSINESS

A. Swimming Pool Deck Replacement Project

Parks & Recreation Director Carpenter explained that \$25,000 was appropriated in the 2018 Capital Improvement Fund to replace the old pool deck between the bathhouse and deep end. The bids received were approximately \$6,500 over budget.

On motion by Councilmember Everett, second by Councilmember Rodriguez, the C.O.W. authorized staff to proceed with the pool deck replacement project and add \$6,500 to the proposed ordinance amending the 2018 Annual Budget for consideration at the May 8, 2018 Council meeting.

6. **ADJOURNMENT**

The C.O.W. meeting adjourned at 7:00 p.m.

Mayor Norm Childress

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
APRIL 24, 2018**

1. CALL TO ORDER

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

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

Absent was: Councilmember Joan Souders.

On motion by Councilmember Rodriguez, second by Councilmember Moore, Council excused Councilmember Souders from the meeting.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Fire Chief Pat Mason, Parks & Recreation Director Mike Carpenter, Assistant Public Works Director Marty Groom and City Clerk Anita Palacios.

2. PLEDGE OF ALLEGIANCE

Fire Chief Mason led the pledge of allegiance.

3. PRESENTATIONS

A. Dog Park Presentation – Becky Cantu

At the request of Becky Cantu, this item was rescheduled to a future meeting.

4. PUBLIC COMMENT – None

5. CONSENT AGENDA

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

- A. Minutes of the April 10, 2018 Committee-of-the-Whole meeting**
- B. Minutes of the April 10, 2018 Council meeting**
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5932-5936 in the amount of \$74,722.97**
- D. Payroll Check Nos. 10213-10229 in the amount of \$81,860.54**
- E. Payroll Direct Deposit 4/1/18-4/15/18 in the amount of \$95,769.56**
- F. Claim Check Nos. 115050-115168 in the amount of \$285,515.31**

7. ACTIVE AGENDA

A. Public Hearing – Community Development Block Grant – Sewer Trunk Main Replacement Project

Before the hearing began, copies of the public hearing handouts entitled “Community Development Block Grant Program (CDBG)” and “Federal Citizen Participation Requirements for Local Government Applicants to the State CDBG Program,” in both English and Spanish, were distributed to the public in attendance.

Mayor Childress asked if there was anyone in the audience who required a Spanish interpreter. There was no one in the audience who requested the assistance of a Spanish interpreter.

Mayor Childress opened the public hearing by reading the public hearing procedure. He explained that the purpose of the public hearing was to review community development and housing needs, inform citizens of the availability of funds and eligible uses of the state Community Development Block Grant (CDBG), and receive comments on proposed activities, particularly from lower income persons residing in the City of Grandview. Up to \$750,000 may be available to the City of Grandview on a statewide competitive basis to fund public facility, community facility, economic development and affordable housing projects that principally benefit low- and moderate-income (LMI) persons.

Before hearing from the public, City Administrator Arteaga presented the City’s proposed Sewer Trunk Main Replacement Project for Council consideration of pursuing CDBG General Purpose funds. He explained that in September 2017, a large section of the City’s existing 21-inch sewer trunk main collapsed. The City quickly stabilized the condition and mobilized bypass pumping equipment to complete emergency repairs necessary to bring the damaged sewer main back into service. The 500-foot segment of compromised sewer trunk main was cleaned and relined from manhole to manhole using a cured-in-place-pipe (GIPP) method. This method of repair eliminated the need for excavation, extensive roadway surfacing repairs, or special connections to existing piping and manhole structures that are also in poor condition. The City’s existing 21-inch sewer trunk main conveys wastewater from all collection system basins to the Euclid (River) Lift Station located on the edge of the Yakima River along Euclid Road, as described in Section 3.2 of the General Sewer Plan. The oldest portion of the sewer trunk main (outfall line) was built in the early 1960’s and was constructed of concrete pipe with brick manholes. This portion of sewer main, which runs from Dykstra Park, through the canyon at the base of Sand Hill to the City’s Euclid Lift Station, was approximately 13,000 feet (2.5 miles) long. Most of the sewer trunk main follows the path of an existing unnamed stream and irrigation runoff channel that discharges to the Yakima River about one mile upstream of the Euclid Lift Station. The condition of the over 50-year-old concrete sewer piping and manholes was very poor as evidenced by the portions of existing pipe removed during repair of the collapsed sewer. The wall thickness at the top of the pipe was less than 1/4-inch in some places. Video inspection of the failed pipe prior to relining also revealed gaskets at each pipe joint lying in the pipe channel. Due to its age, it was anticipated the remainder of existing sewer trunk main was of a similar condition and in need of immediate replacement to avoid additional failures. Failure of the existing trunk main within most reaches of the existing alignment could result in direct discharge to streams that flow directly to the Yakima River, posing a significant threat to these waterways. Further video investigation of the remainder of existing sewer trunk main was necessary to determine if replacement of some sections needed to be accelerated to reduce the potential of failure. Several options exist for replacement or rehabilitation of the existing sewer trunk main. Relining all or portions of the existing alignment was possible, but this option does not afford the ability to improve system capacity during replacement. Each segment of piping needs to be

carefully evaluated to determine if the relined pipe size was adequate for current and future flows. Other considerations make relining the existing trunk main less practical for this project, including: the poor condition of existing manhole structures and ability to replace; accessibility to remote reaches of the trunk main for materials and equipment; inability to address any reverse slope or transverse alignment issues; and reduction of the existing pipe diameter. Other trenchless methods such as pipe-bursting were also a possibility, but not recommended due to the fragile state of the existing piping materials and accessibility issues like relining. Rerouting the sewer trunk main was also not a likely option as the existing trunk main follows the natural drainage path of the sewer basins it serves and any other route would require transporting the sewage uphill. Some alignment adjustments may be necessary regardless of replacement method due to availability of existing easements/right-of-way, or site-specific obstructions that need to be avoided. Therefore, full replacement of the existing sewer trunk main at its current location was recommended. This was anticipated to be the most economical approach as most of the alignment would be across open ground without the need for extensive surfacing repairs. The new replacement trunk main should be sized to handle anticipated future flows. The alignment of existing sewer trunk main that needs replacement was shown in Figure 3-3, copy of which was distributed. The project would include approximately 13,000 linear feet of 30-inch gravity sewer piping, new manhole structures, and all necessary surfacing repairs. The total estimated cost of this project was \$5 million. He noted that the application was due on June 1, 2018 and award would be announced mid-September 2018.

There were no public comments received during the hearing or by mail.

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

B. Resolution No. 2018-22 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

This item was previously discussed at the April 10, 2018 C.O.W. meeting.

On motion by Councilmember McDonald, second by Councilmember Mendoza, Council approved Resolution No. 2018-22 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.

C. Ordinance No. 2018-4 changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by Ferman & Carmen Alcaraz for 705 Wolfe Lane, Parcel No. 230923-42440

This item was previously discussed at a closed record public hearing at the April 10, 2018 Council meeting.

On motion by Councilmember Moore, second by Councilmember Mendoza, Council approved Ordinance No. 2018-4 changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by Ferman & Carmen Alcaraz for 705 Wolfe Lane, Parcel No. 230923-42440.

Councilmember Brewer voted in opposition.

Councilmember Everett moved and Councilmember Brewer seconded to reconsider the motion approving Ordinance No. 2018-4 changing the zoning classification of certain lands and amending the zoning map of the City of Grandview as requested by Ferman & Carmen Alcaraz for 705 Wolfe Lane, Parcel No. 230923-42440. Motion failed 4 NO (McDonald, Rodriguez, Moore, Mendoza), 2 YES (Brewer, Everett).

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

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

East Wine Country Road Resurfacing Project – Assistant Public Works Director Groom reported that the grind and overlay project on East Wine Country Road from the SVID canal east to Exit 75 began on April 23rd. The project would be completed by the end of week with road striping anticipated on April 30th.

May 22, 2018 C.O.W. and Council Meetings Cancellation – City Administrator Arteaga reported that Mayor Childress, Councilmember Mendoza and himself would be absent from the May 22, 2018 C.O.W. and Council meetings as they would be attending the Retail Real Estate Convention in Las Vegas.

On motion by Councilmember Mendoza, second by Councilmember Moore, Council cancelled the May 22, 2018 C.O.W. and Council meetings.

10. **MAYOR & COUNCILMEMBER REPORTS**

Chamber of Commerce Community Awards – Councilmember Mendoza reported that the Chamber of Commerce Community Awards banquet was scheduled for April 26th, 5:30 p.m., at Gemstones Leisure Hall.

Lower Valley Business Connections Town Hall Meeting – Councilmember Mendoza reported that the Lower Valley Business Connections would be holding a Town Hall meeting to discuss the economic development initiative on June 11th, 6 p.m., at Gemstones Leisure Hall.

AWC Annual Conference – Councilmember Moore reported that the Association of Washington Cities (AWC) Annual Conference was scheduled for June 26-28 at the Yakima Convention Center.

YCDA Industry Roundtable @ Walmart Distribution Center – Mayor Childress and Councilmember Brewer attended Yakima County Development Association (YCDA) April Industry Roundtable at the Walmart Distribution Center on April 19th.

11. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 8:00 p.m.

RESOLUTION NO. 2018-23

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING APPLICATION SUBMITTAL TO THE STATE OF WASHINGTON
DEPARTMENT OF COMMERCE FOR FUNDING ASSISTANCE AND AUTHORIZING
THE MAYOR TO SIGN THE TITLE VI CERTIFICATION AND GRIEVANCE
PROCEDURE FOR THE SEWER MAIN REPLACEMENT PROJECT**

WHEREAS, the City of Grandview is authorized to apply to the State Department of Commerce for a Community Development Block Grant (CDBG); and

WHEREAS, the City of Grandview has identified a community development and housing priority need for which to seek CDBG funding; and

WHEREAS, it is necessary certain conditions be met to receive CDBG funds;

NOW, THEREFORE, be it resolved that the City of Grandview authorizes submission of this CDBG application to the State Department of Commerce to request \$750,000 to assist with funding the sewer main replacement project, and certifies that, if funded, it:

Will comply with applicable provisions of Title I of the Housing and Community Development Act of 1974, as amended, and other applicable state and federal laws;

Has provided and will provide opportunities for citizen participation that satisfy the CDBG requirements of 24 CFR 570.486;

Will not use assessments against properties owned and occupied by low- and moderate-income persons or charge user fees to recover the capital costs of CDBG-funded public improvements from low- and moderate-income owner-occupants;

Has established or will establish a plan to minimize displacement as a result of activities assisted with CDBG funds; and assist persons actually displaced as a result of such activities, as provided in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;

Has adopted or will adopt a policy(s) to reduce greenhouse gas emissions in accordance with RCW 70.235.070 and certifies this project will adhere to this policy(s);

Will conduct and administer its program in conformance with Title VI of the Civil Rights Act of 1964 and the Fair Housing Act; and will affirmatively further fair housing (Title VIII of the Civil Rights Act of 1968); and

Has adopted (or will adopt) and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and has adopted (or will adopt) and implement a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstration within its jurisdiction, in accordance with Section 104(1) of the Title I of the Housing and Community Development Act of 1974, as amended; and

BE IT FURTHER RESOLVED that the City of Grandview designates Mayor Norm Childress of the City of Grandview, as the authorized Chief Administrative Official and the authorized representative to act in all official matters in connection with this application and the City of Grandview's participation in the State of Washington CDBG Program.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to sign the Title VI Certification and Grievance Procedure in the forms as are attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 8, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
TITLE VI CERTIFICATION**

The City of Grandview assures and certifies compliance with the following laws and regulations:

Title VI of the Civil Rights Act of 1964, which states:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

Section 1.4(b)(2)(I) of the regulations of the Department of Housing and Urban Development issued pursuant to Title VI which require:

“A recipient, in determining the types of housing, accommodations, facilities, services, financial aid, or other benefits which will be provided under any such program or activity, or the class of persons to whom, or the situations in which, such housing, accommodations, facilities, services, financial aid, or other benefits will be provided under any such program or activity, or the class of persons to be afforded an opportunity to participate in any such program or activity, may not, directly or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting persons to discrimination because of their race, color, national origin, or have the effect of defeating or substantially impairing accomplishment of the objectives of the program or activity as respect to persons of a particular race, color, or national origin.”

1. For the project proposed in this application for CDBG funds, the minority populations reported on the application’s Community Demographics are:

- Scattered throughout the community.
- Scattered throughout the community, with concentrations in the following areas or neighborhoods:
- Concentrated in the following areas or neighborhoods:

2. The following opportunities were provided to protected groups to participate in and comment on the design of activities to be undertaken as part of this project (check all that apply):

- Public hearing to review community development and housing needs
- Community meeting(s)
- Community survey
- Apply to be on a wait list for direct assistance
- Other:

3. Will all residents of the service area benefit from this CDBG project?

- Yes, all residents of the service area will benefit from the CDBG project. Go to 6.

_____ The following protected group(s) or minority populations residing in the area will not benefit from the CDBG project:

4. The above populations that will not benefit from this CDBG project:

- _____ Will receive similar services provided through existing programs. Go to 6.
_____ Do not receive similar services provided through existing programs. (*Brief explanation*)

5. For those protected groups that will not benefit from this CDBG, nor will receive similar services, the following plan identifies a timetable for providing such services in the future.

- _____ No such services are planned for the following reasons: (*Brief explanation*)
_____ Plan and timetable:

6. The following steps will be taken to ensure benefits from the CDBG project are offered to all residents and protected groups within the community: (check all that apply)

- _____ Protected groups will be informed of the opportunity to apply for direct assistance program funded by CDBG.
 X Protected groups will be informed of the availability of programs to be located in a CDBG funded facility.
_____ A community meeting will be held to inform all residents of benefits resulting from the CDBG project.
 X Required: A final public hearing to receive comment on the CDBG project is required and will be conducted with outreach and accommodation for non-English speaking residents, if applicable.
_____ Other:

Dated this 8th day of May, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF GRANDVIEW

GRIEVANCE PROCEDURE

1. Submit complaints in writing to the Mayor for resolution. A record of the complaints and action taken will be maintained. A decision by the designated official will be rendered within 15 working days.
2. If the complaint cannot be resolved to your satisfaction by the designated official, the complaint will be heard and discussed by the City Council at an open, public meeting. A written decision will be made within 30 working days. The decision of the governing body is final.
3. A record of action taken on each complaint will be maintained as a part of the records or minutes at each level of the grievance process.

Adopted this 8th day of May, 2018

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. 2018-5

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING THE 2018 ANNUAL BUDGET**

WHEREAS, the original 2018 estimated beginning fund balances and revenues do not reflect available budget sources; and

WHEREAS, there are necessary and desired changes in uses and expenditure levels in the funds; and

WHEREAS, there are sufficient sources within the funds to meet the anticipated expenditures.

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

Section 1. That the 2018 annual budget be amended to reflect the changes presented in Exhibit A.

Section 2. That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

Section 3. 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 May 8, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 5/9/18
EFFECTIVE: 5/14/18

Exhibit A

	Beginning Balance	Estimated Revenues	Appropriated Expenditures	Ending Balance	Budget Total
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Current Expense Fund

Original 2018 Budget	1,417,850	5,864,435	6,584,360	697,925	7,282,285
Amendment Amount			2,500	(2,500)	-
Amended Total	1,417,850	5,864,435	6,586,860	695,425	7,282,285

Capital Improvement Fund

Original 2018 Budget	45,415	82,000	65,000	62,415	127,415
Amendment Amount			6,500	(6,500)	-
Amended Total	45,415	82,000	71,500	55,915	127,415

Ordinance No. 2018-X

to Sue 5/XX/2018 - mc

Account	Description Fund/Account	Original Estimate	Amendment Amount	New Estimate	Treasurer's notes
001 000 000 308 80 00 00	Current Expense Fund Beginning Fund Balance	1,417,850		1,417,850	
	Revenues/Sources	5,864,435		5,864,435	
	Current Exp. Fund Total	7,282,285	-	7,282,285	
<input type="checkbox"/> 001 062 000 558 70 41 04	Advertising	6,584,360	2,500	6,586,860	Full page ad in REACH & conference brochures
<input type="checkbox"/> 001 099 000 508 80 00 00	Ending Fund Balance	697,925	(2,500)	695,425	
	Current Exp. Fund Total	7,282,285	-	7,282,285	
<hr/>					
301 000 000 308 80 00 00	Capital Improvement Fund Beginning Fund Balance	45,415		45,415	
	Revenues/Sources	82,000		82,000	
	Capital Improvements Fund Total	127,415	-	127,415	
<input type="checkbox"/> 301 000 090 594 76 62 04	Pool Deck	65,000	6,500	71,500	Estimate higher than expected and engineering fees
<input type="checkbox"/> 301 000 099 508 80 00 00	Ending Fund Balance	62,415	(6,500)	55,915	
	Capital Improvements Fund Total	127,415	-	127,415	

ORDINANCE NO. 2018-6

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,
AMENDING GRANDVIEW MUNICIPAL CODE SECTION
10.20.070(A) PARKING PROHIBITED – WEST FOURTH STREET FROM
GRANDRIDGE ROAD WEST TO AVENUE C**

WHEREAS, truck traffic volumes along West Fourth Street from Grandridge Road west to Avenue C have recently increased; and,

WHEREAS, no parking on the south side of West Fourth Street from Grandridge Road west to Avenue C has been recommended,

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

Section 1. Section 10.20.070 (A) of the Grandview Municipal Code which reads:

10.20.070 Parking prohibited – Penalty.

A. Parking is prohibited at all times along the south side of West Fifth Street between Division Street and 150 feet west of Euclid Road and from Velma Street west to the west city limits; on Avenue E on the west side between West Second and West Third; on Hillcrest Avenue on the west side from West Fifth to Rainier; in the alleys between Wine Country Road and Third Street; between Grandridge Road and Ash Street; on Douglas between East Second Street and East Third Street on the west side of the street; on both sides of the street on East Third from Douglas to Elm; on the west side of Euclid from the Union Pacific Railroad tracks south to Fifth Street; on the west side of Hillcrest from Second Street 40 feet south; on the north side of West Fifth Street from Euclid 40 feet west; on the south side of Wine Country Road between Grandridge Road and Avenue A; on Forrest Road where posted and on both sides of Euclid Road from Forsell Road to Wine Country Road; on the east side of Euclid Road from Fifth Street north to Second Street; on the north side of West Second Street from Hillcrest 116 feet west; and on the south side of West Second Street from Hillcrest 60 feet west.

is hereby amended to read as follows:

10.20.070 Parking prohibited – Penalty.

A. Parking is prohibited at all times along the south side of West Fifth Street between Division Street and 150 feet west of Euclid Road and from Velma Street west to the west city limits; on Avenue E on the west side between West Second and West Third; on Hillcrest Avenue on the west side from West Fifth to Rainier; in the alleys between Wine Country Road and Third Street; between Grandridge Road and Ash Street; on Douglas between East Second Street and East Third Street on the west side of the street; on both sides of the street on East Third from Douglas to Elm; on the west side of Euclid from the Union Pacific Railroad tracks south to Fifth Street; on the west side of Hillcrest from Second Street 40 feet south; on the north side of West Fifth Street from Euclid 40

feet west; on the south side of Wine Country Road between Grandridge Road and Avenue A; on Forrest Road where posted and on both sides of Euclid Road from Forsell Road to Wine Country Road; on the east side of Euclid Road from Fifth Street north to Second Street; on the north side of West Second Street from Hillcrest 116 feet west; and on the south side of West Second Street from Hillcrest 60 feet west; and on the south side of West Fourth Street from Grandridge Road west to Avenue C.

Section 2. This ordinance shall be in full force and effect 5 days after its passage and publication as required by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 8, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PUBLICATION: 5/9/18
EFFECTIVE: 5/14/18

RESOLUTION NO. 2018-24

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AN INTERAGENCY AGREEMENT BETWEEN THE CITY OF
GRANDVIEW AND WASHINGTON STATE DEPARTMENT OF
ENTERPRISE SERVICES**

WHEREAS, the City of Grandview desires to utilize the Department of Enterprise Services Energy Program to develop and manage energy saving performance contracts that help reduce energy and operational costs pertaining to City facilities, in accordance with the terms and provisions of the Interagency Agreement; and,

WHEREAS, Chapter 39.34 of the Revised Code of Washington provides for interlocal cooperation between governmental agencies,

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

The Interagency Agreement between the City of Grandview and Washington State Department of Enterprise Services and the City of Grandview is approved and the Mayor is authorized to execute said agreement on behalf of the City of Grandview 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 May 8, 2018.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

State of Washington ENERGY PROGRAM Department of Enterprise Services P.O. Box 41476 Olympia, WA 98504-1476	INTERAGENCY AGREEMENT	
	IAA No.:	K5277
CITY OF GRANDVIEW 603 N. Willoughby Grandview, WA 98930	Effective Date:	May 3, 2018

INTERAGENCY AGREEMENT

BETWEEN

CITY OF GRANDVIEW

AND

WASHINGTON STATE DEPARTMENT OF ENTERPRISE SERVICES

Pursuant to RCW Chap. 39.34, this Interagency Agreement (“Agreement”) is made and entered into by and between the State of Washington acting by and through the Energy Program of the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and City of Grandview, a Washington State governmental agency (“Client Agency”) and is dated and effective as of May 3, 2018.

R E C I T A L S

- A. Enterprise Services, through its Energy Program (“Energy Program”), helps owners of public facilities reduce energy and operational costs. The Energy Program is a national leader in developing and managing energy savings performance contracts that help reduce energy and operational costs pertaining to publicly-owned facilities.
- B. Upgrading to energy efficient infrastructure helps reduce long-term operations and maintenance costs. This allows owners to be better financial stewards while achieving their mission, so that Washington is a better place to live, learn, and work.
- C. Acting as the owner’s advocate, the Energy Program delivers professional expertise and contract management services. By leveraging capital investments, owners can achieve efficiencies, improve facilities, and yield carbon reductions in their publicly-owned facilities. The Energy Program also creates value to owners by managing risk through guaranteed total project costs, equipment performance, and energy savings.
- D. Client Agency, an owner of a public facility, desires to contract with Energy Program to access and obtain certain Energy Program Services.
- E. The purpose of this Agreement is to establish a vehicle for the Energy Program to provide future energy/utility conservation project management services to Client Agency and to authorize the development of the energy services proposal in a cost-effective, efficient manner as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. **TERM.** The term of this Agreement commences **May 3, 2018**, and ends **December 31, 2022**.
2. **STATEMENT OF WORK; COMPENSATION.** Energy Program shall provide the following services, for the following compensation, to Client Agency.
 - a. **SERVICES.** Upon request by Client Agency, and amendment to this Agreement to specify the individual Energy/Utility Conservation Project(s), Enterprise Services shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the Project Management Services set forth in Attachment A and the Measurement & Verification Services set forth in Attachment C. Unless otherwise specified, Energy Program shall be responsible for performing all fiscal and program responsibilities as set forth herein.
 - b. **COMPENSATION.** Compensation under this Agreement shall be by amendment to this Agreement for each authorized project. Each amendment shall include a payment schedule for the specific project.
 - i. **Project Management Services (Attachment A):** For Project Management Services provided by Energy Program, Client Agency shall pay Enterprise Services a project management fee for services based on the total project value per the project management fees schedule set forth in Attachment B.
 - ii. **Termination Fee:** If Client Agency, after authorizing an investment grade audit and energy services proposal, decides not to proceed with an energy/utility conservation project that meets Client Agency's cost effective criteria, then the Client Agency will be charged a termination fee as set forth in Attachment B. The termination fee shall be based on the estimated total project value outlined in the energy services proposal prepared by the ESCO.
 - iii. **Measurement & Verification Services (Attachment C):** If Measurement and Verification Services beyond the first three years following the Notice of Commencement of Energy Services are requested by Client Agency, Client Agency shall pay Energy Program \$2,000.00 annually for each year that such Measurement and Verification Services are provided.
 - c. **PAYMENT FOR ESCO SERVICES.** In the event that Client Agency authorizes Energy Program to contract with an ESCO, pursuant to an Enterprise Services Master Energy Services Agreement for ESCO Services, Client Agency shall make payment for such contracted services directly to the ESCO, after Energy Program has reviewed, verified, and sent such invoices to Client Agency for payment.

- d. **FURTHER ASSURANCES.** Client Agency shall provide the Energy Services Company (ESCO) with any additional necessary or desired contract language to comply with Client Agency's obligations pertaining to its use of federal, state, or other grants, funding restrictions, or unique contract/entity requirements. The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.
- e. **MANAGING COMPLIANCE WITH STATE AND FEDERAL LAW.** In all ESCO project agreements pertaining to this Agreement, the Energy Program will require ESCO compliance with applicable federal and state laws and state policies including, but not limited to, the following:
1. RCW Title 39 and 43
 2. ADA Requirements
 3. Buy America
 4. Davis-Bacon
 5. Prevailing Wage
 6. DBE Participation
 7. Apprentice Participation

The Energy Program will collect and provide the weekly-certified payroll to Client Agency. Client Agency, however, shall remain responsible for any documentation required by Client Agency's funding source. All federal verification, investigation, survey, reporting and enforcement requirements when there is a possible violation shall remain the responsibility of the federal grant recipient (Client Agency) unless negotiated by the Energy Program and added by amendment to this Agreement. In the event that the Energy Program becomes aware of a possible violation, it will notify the Client Agency.

3. INVOICES; BILLING.

- a. **BILLING PROCEDURE.** Energy Program shall submit a single invoice to the Client Agency upon substantial completion of each authorized project, unless a project specified a special billing condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of the notice of commencement of energy cost savings issued by the ESCO. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number. Energy Program will invoice for any remaining services within sixty (60) days of the expiration or termination of this Agreement.
- b. **PAYMENT PROCEDURE.** Client Agency shall pay all invoices received from Energy Program within ninety (90) days of receipt of properly executed invoice vouchers.
- c. **BILLING DETAIL.** Each invoice submitted to Client Agency by Energy Program shall include information as is necessary for Client Agency to determine the exact nature of all expenditures. At a minimum, the invoice shall reference this Agreement and include the following:
- The date(s) such services were provided
 - Brief description of the services provided
 - Total invoice amount

d. BILLING ADDRESS. Invoices shall be delivered to Client Agency electronically to:

Email: arteaga@grandview.wa.us

4. AGREEMENT MANAGEMENT. The parties hereby designate the following agreement administrators as the respective single points of contact for purposes of this Agreement, each of whom shall be the principal contact for business activities under this Agreement. The parties may change administrators by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services

Attn: Chris McCarthy
Energy Project Manager
Energy Program
Washington Dept. of Enterprise Services
PO Box 41476
Olympia, WA 98504-1476
Tel: (509) 315-6701
Email: chris.mccarthy@des.wa.gov

Client Agency

Attn: Cus Arteaga
City Administrator/Public Works Director
City of Grandview
603 N. Willoughby
Grandview, WA 98930
Tel: (509) 882-9200
Email: arteaga@grandview.wa.us

Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

The Client Agency representative shall be responsible for working with Energy Program, approving billings and expenses submitted by Energy Program, and accepting any reports from Energy Program.

The Energy Program representative shall be the contact person for all communications regarding the conduct of work under this Agreement.

5. RECORDS RETENTION.

- a. AGREEMENT AVAILABILITY. Prior to its entry into force, this Agreement shall be posted on the parties' websites or other electronically retrievable public source as required by RCW 39.34.040.
- b. RECORDS RETENTION. Each party shall each maintain records and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance and payment of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and officials authorized by law. Such

records shall be retained for a period of six (6) years following expiration or termination of this Agreement or final payment for any service placed against this Agreement, whichever is later; *Provided*, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims, or audits have been resolved.

- c. **PUBLIC INFORMATION.** This Agreement and all related records are subject to public disclosure as required by Washington's Public Records Act, RCW chapter 42.56. Neither party shall release any record that would, in the judgment of the party, be subject to an exemption from disclosure under the Public Records Act, without first providing notice to the other party within ten (10) business days of the receipt of the request. The parties will discuss appropriate actions to be taken, including release of the requested information, seeking a protective order, or other action prior to the release of records. Should one party choose to seek a protective order, it shall do so at its sole expense.
6. **RESPONSIBILITY OF THE PARTIES.** Each party to this Agreement assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omission on the part of itself, its employees, or its agents. Neither party assumes any responsibility to the other party for any third party claims.
7. **DISPUTE RESOLUTION.** The parties shall use their best, good faith efforts cooperatively and collaboratively to resolve any dispute that may arise in connection with this Agreement as efficiently as practicable, and at the lowest possible level with authority to resolve such dispute. The parties shall make a good faith effort to continue without delay to carry out their respective responsibilities under this Agreement while attempting to resolve any such dispute. If, however, a dispute persists and cannot be resolved, it may be escalated within each organization. In such situation, upon notice by either party, each party, within five (5) business days shall reduce its description of the dispute to writing and deliver it to the other party. The receiving party then shall have three (3) business days to review and respond in writing. In the event that the parties cannot then agree on a resolution of the dispute, the parties shall schedule a conference between the respective senior managers of each organization to attempt to resolve the dispute. In the event the parties cannot agree on a mutual resolution within fifteen (15) business days, the parties shall abide by the Governor's dispute resolution process (RCW 43.17.330), if applicable, or collectively shall appoint a third party to evaluate and resolve the dispute and such dispute resolution shall be final and binding on the parties hereto.
8. **TERMINATION FOR CONVENIENCE.** Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) calendar days prior written notification. Upon such termination, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of such termination.

9. GENERAL PROVISIONS.

- a. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable law.
- b. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations, representations, and understandings between them. There are no representations or understandings of any kind not set forth herein.
- c. **AMENDMENT OR MODIFICATION.** Except as set forth herein, this Agreement may not be amended or modified except in writing and signed by a duly authorized representative of each party hereto.
- d. **AUTHORITY.** Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- e. **NO AGENCY.** The parties agree that no agency, partnership, or joint venture of any kind shall be or is intended to be created by or under this Agreement. Neither party is an agent of the other party nor authorized to obligate it.
- f. **GOVERNING LAW.** The validity, construction, performance, and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Washington, without regard to its choice of law rules.
- g. **JURISDICTION & VENUE.** In the event that any action is brought to enforce any provision of this Agreement, the parties agree to submit to exclusive in personam jurisdiction in Thurston County Superior Court for the State of Washington and agree that in any such action venue shall lie exclusively at Olympia, Washington.
- h. **EXHIBITS.** All exhibits referred to herein are deemed to be incorporated in this Agreement in their entirety.
- i. **CAPTIONS & HEADINGS.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement nor the meaning of any provisions hereof.
- j. **ELECTRONIC SIGNATURES.** A signed copy of this Agreement or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

k. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED AND EFFECTIVE as of the day and date first above written.

CITY OF GRANDVIEW

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

BY: _____

By: _____

Name: _____

Name: Roger A. Wigfield, P.E.,

Title: _____

Title: Energy Program Manager

Date: _____

Date: _____

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ATTACHMENT A – OF WORK

Energy/Utility Conservation Projects

PROJECT MANAGEMENT SERVICES

Statewide Energy Performance Contracting Program

Energy Program will provide the following project management services for each specific project for the Client Agency. Each individual project shall be authorized by an amendment to this Agreement.

1. Assist the Client Agency in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for an ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review ESCO invoice voucher(s) received for reasonableness and forward to Client Agency for review and payment.
9. Assist with final project acceptance.
10. Review up to the first three years of the ESCO's annual Measurement and Verification (M&V) reports for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and approve ESCO invoice vouchers for payment by the Client Agency.
11. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B – FEE SCHEDULE

**2017-19 Interagency Reimbursement Costs
for Project Management Fees to Administer Energy/Utility Conservation Projects**

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$68,800.....	25,700
4,000,001.....5,000,000.....	67,700.....	25,400
3,000,001.....4,000,000.....	66,700.....	25,000
2,000,001.....3,000,000.....	62,500.....	23,400
1,500,001.....2,000,000.....	58,300.....	21,800
1,000,001.....1,500,000.....	51,600.....	19,300
900,001. ... 1,000,000.....	43,800.....	16,400
800,001.....900,000.....	41,300.....	15,400
700,001.....800,000.....	38,300.....	14,400
600,001.....700,000.....	36,500.....	13,700
500,001.....600,000.....	33,800.....	12,600
400,001.....500,000.....	30,200.....	11,300
300,001.....400,000.....	25,800.....	9,700
200,001.....300,000.....	20,700.....	7,700
100,001.....200,000.....	14,400.....	5,400
50,001.....100,000.....	7,800.....	3,500
20,001.....50,000.....	4,200.....	2,000

The project management fee on projects over \$6,000,000 is 1.15% of the project cost. The maximum Energy Program termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by Enterprise Services' Energy Program.
2. Termination fees cover the selection and project management costs associated with managing an ESCO's investment grade audit and energy services proposal. No termination fee will be charged unless the client agency decided not to proceed to construction based on an energy services proposal that identifies projects that met the Client Agency's cost effectiveness criteria.
3. If the project meets the Client Agency's cost effectiveness criteria and the Client Agency decides not to move forward with a project, then the Client Agency will be invoiced per Attachment B Termination or \$25,700 whichever is less. If the Client Agency decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the Client Agency's established cost effectiveness criteria, then there is no cost to the Client Agency and no further obligation by the Client Agency.

ATTACHMENT C – SCOPE OF WORK

Energy/Utility Conservation Projects

MEASUREMENT & VERIFICATION SERVICES

Statewide Energy Performance Contracting Program

If requested, Energy Program will provide the following measurement and verification services for each year beyond the first three years following the Notice of Commencement of Energy Savings by the ESCO for the specific Client Agency project:

1. Review the ESCO's annual Measurement and Verification (M&V) report for completeness and accuracy. Review any ESCO guarantee compared to reported results and resolve differences, if needed. Review and approve any ESCO invoice vouchers for payment by the Client Agency.
2. Where necessary, review Client Agency facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use with the ESCO and the Client Agency that may impact achieved energy savings.
3. Attend a meeting or meetings with the Client Agency and the ESCO to review and discuss the annual M&V report.