

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, JUNE 12, 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. Resolution providing for authorized signatures on the City of Grandview General Account for Payroll and Claim Checks, Treasurer’s Checks, Advance Travel Expense Account, Police Investigative Account and Safe Deposit Access 1-3
  - B. Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Smucker Fruit Processing Company 4-7
  - C. Resolution accepting the Wine Country Road Resurfacing Improvement Project as complete 8-14
  - D. Resolution authorizing the Mayor to sign an Irrigation Facilities License and Hold Harmless Agreement with Sunnyside Valley Irrigation District 15-23
  - E. Dog Park Operation Proposal 24-25
  - F. Wolfe Lane No Parking 26-27
  - G. Police Department & Fire Department Additional Staffing Requests – Councilmember Everett
- 5. OTHER BUSINESS**
  - A. Ambulance Services Report
- 6. ADJOURNMENT**

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

<b>ITEM TITLE</b>  Resolution providing for authorized signatures on the City of Grandview General Account for Payroll and Claim Checks, Treasurer's Checks, Advance Travel Expense Account, Police Investigative Account and Safe Deposit Access	<b>AGENDA NO.:</b> New Business 4 (A)  <b>AGENDA DATE:</b> June 12, 2018
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<b>DEPARTMENT</b>  City Clerk/City Treasurer 	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)  N/A
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**DEPARTMENT HEAD REVIEW**  
 Anita Palacios, City Clerk & Matt Cordray, City Treasurer 

**CITY ADMINISTRATOR** **MAYOR**  
 

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

With the transition of Deputy City Clerk/Treasurer Gretchen Chronis to the Parks & Recreation Director position effective July 1, 2018, it is necessary to remove her as an individual authorized to sign on the City of Grandview General Account for Payroll and Claim Checks, Treasurer's Checks, Advance Travel Expense Account, and Safe Deposit Access.

**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.

Accounting Clerk Susan Desallier replaces Gretchen Chronis as an individual authorized to sign on the City of Grandview General Account for Payroll and Claim Checks, Treasurer's Checks, Advance Travel Expense Account, and Safe Deposit Access.

**ACTION PROPOSED**

Move a resolution providing for authorized signatures on the City of Grandview General Account for Payroll and Claim Checks, Treasurer's Checks, Advance Travel Expense Account, Police Investigative Account and Safe Deposit Access to a regular Council meeting for consideration.

**RESOLUTION NO. 2018-\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
PROVIDING FOR AUTHORIZED SIGANTURES ON THE CITY OF GRANDVIEW  
GENERAL ACCOUNT FOR PAYROLL AND CLAIM CHECKS, TREASURER'S  
CHECKS, ADVANCE TRAVEL EXPENSE ACCOUNT, POLICE INVESTIGATIVE  
ACCOUNT AND SAFE DEPOSIT ACCESS**

**WHEREAS**, a personnel change has been made to the position of Deputy City Clerk-Treasurer;

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

The following named individuals are authorized to sign payroll and claim checks for payment, transfer or withdrawal of any of the funds or other property of the City on deposit with U.S. Bank for the City of Grandview – General Account No. 1535 0283 0257, and shall be binding on the City, as follows:

1. Norm Childress, Mayor
2. Cus Arteaga, City Administrator/Public Works Director
3. Anita Palacios, City Clerk
4. Sue Desallier, Accounting Clerk

The following named individuals are authorized to sign Treasurer's checks for payment, transfer or withdrawal of any of the funds or other property of the City on deposit with U.S. Bank for the City of Grandview – General Account No. 1535 0283 0257, and shall be binding on the City, as follows:

1. Matthew Cordray, City Treasurer
2. Susan Desallier, Accounting Clerk

The following named individuals are authorized to sign advance travel expense checks for payment, transfer or withdrawal of any of the funds or other property of the City on deposit with U.S. Bank for the City of Grandview – Advance Travel Expense Account No. 1535 0283 0265, and shall be binding on the City, as follows:

1. Matthew Cordray, City Treasurer
2. Susan Desallier, Accounting Clerk

The following named individuals are authorized to sign police investigative checks for payment, transfer or withdrawal of any of the funds or other property of the City on deposit with U.S. Bank for the City of Grandview – Police Investigative Account No. 1535 0283 0240, and shall be binding on the City, as follows:

1. Kal Fuller, Police Chief
2. Mike Hopp, Assistant Police Chief

The following named individuals are authorized to sign and have access to the safe deposit box located at USBank:

1. Matthew Cordray, City Treasurer
2. Anita Palacios, City Clerk
3. Susan Desallier, Accounting Clerk

**BE IT FURTHER RESOLVED** that the Depository Services Resolution and Safe Deposit Authorization are approved, and the above named individuals are hereby authorized to sign such certificates.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2018

**MAYOR**

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

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

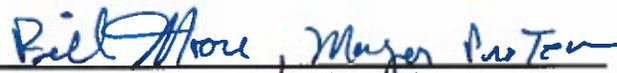
**APPROVED AS TO FORM:**

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

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

<b>ITEM TITLE</b>  Resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Smucker Fruit Processing Company	<b>AGENDA NO.:</b> New Business 4 (B)  <b>AGENDA DATE:</b> June 12, 2018
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)  N/A

**DEPARTMENT HEAD REVIEW**  
  
 Cus Arteaga, City Administrator

<b>CITY ADMINISTRATOR</b>	<b>MAYOR</b>
	

**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)  
  
 The City has a process in place which allows industrial users to adjust Schedule A of their Industrial Wastewater User Contract in order to stay in compliance with the Department of Ecology.

**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.

Smucker Fruit Processing Plant requested to amend Schedule A of their Industrial Wastewater User Contract to revise the BOD allocation. They are not requesting additional volumes, just rearrangement of the existing volumes. This would be done by taking some of the BOD, not historically used, from the first two quarters of the year and adding them to the current volume of the third quarter. There would be no change to the fourth quarter quantities. There would be no changes to flow or TSS allocations.

Andrea Clark, Operations Manager with Smucker Fruit, City Engineer Ted Pooler and WWTP Superintendent Dave Lornez reviewed the new Schedule A and concur with the new allocation.

**ACTION PROPOSED**  
  
 Move a resolution authorizing the Mayor to sign an Industrial Wastewater User Contract Amendment with Smucker Fruit Processing Plant to a regular Council meeting for consideration.

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN INDUSTRIAL WASTEWATER USER  
CONTRACT AMENDMENT WITH SMUCKER FRUIT PROCESSING COMPANY**

**WHEREAS**, the City of Grandview owns and operates sewer and wastewater treatment facilities (Facility) for the collection, treatment and disposal of municipal and industrial wastewater; and,

**WHEREAS**, the operation of this Facility is subject to the laws and regulations of the United States and of the State of Washington including, without limitation, laws and regulations relating to discharge of industrial wastewater as administered by the Washington State Department of Ecology (WSDOE), which issues permits to both the City and to the user; and,

**WHEREAS**, the capacity of the facility shall be defined by the WSDOE approved engineering report and as specified within the waste discharge permit issued to the City; and,

**WHEREAS**, a portion of the Facility capacity shall be allocated to an industrial user under contract; and,

**WHEREAS**, said industrial users shall be required to enter into a contract with the City of Grandview prior to discharge to the City wastewater treatment facility,

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

The Mayor is hereby authorized to sign Industrial Wastewater User Contract Amendment with Smucker Fruit Processing Company for the discharge of industrial wastewater to the City of Grandview Wastewater Treatment Plant 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 \_\_\_\_\_, 2018.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**CITY OF GRANDVIEW  
Industrial Wastewater User Contract**

**CONTRACT AMENDMENT**

Contracted User:       **Smucker Fruit Processing Company  
100 Forseil Road  
P.O. Box 698  
Grandview, WA 98930**

Date:                       **June 1, 2018**

WHEREAS, the City of Grandview, a municipal corporation, has entered into an Industrial Wastewater User Contract with the above Contracted User; and

WHEREAS, Section 5.2 of the Industrial Wastewater User Contract provides for the allocation of a portion of the capacity of the City's wastewater treatment facilities to the Contracted User in accordance with Schedule "A" attached to the Contract; and

WHEREAS, the Washington State Department of Ecology has requested changes in wording to be consistent with the compliance requirements of their State Waste Discharge Permit to Discharge Industrial Wastewater to a Publicly-Owned Treatment Works (POTW); and

WHEREAS, the Contract allows for the adjustment of Contracted Capacity, and adjustments in capacity are reasonable based on additional information collected through metering and monitoring of the industrial discharges from the Contracted User.

NOW, THEREFORE, the parties agree to amend the Industrial User Contract as follows:

1.       The Schedule "A" attached hereto shall replace the Schedule "A" included in the contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

**CITY OF GRANDVIEW**

\_\_\_\_\_  
NORM CHILDRESS, MAYOR

ATTEST:

\_\_\_\_\_  
ANITA PALACIOS, CITY CLERK

**CONTRACTED USER**

\_\_\_\_\_  
DULY AUTHORIZED REPRESENTATIVE

# SCHEDULE A - Smucker Fruit Processing Company

Capacity Allocation Summary  
Effective June 1, 2018

City of Grandview  
Wastewater Treatment Facilities  
INDUSTRIAL USER CONTRACT

Project No. 18007  
June 1, 2018

		MAXIMUM MONTHLY ALLOCATION												
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
<b>Contract Allocation</b>														
Flow (MGD) <sup>2</sup>		0.100	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.140	0.400	0.150	0.100	0.156
Flow (1,000 gallons per month)		3,100	3,920	4,340	4,200	4,340	4,200	4,340	4,340	4,200	12,400	4,500	3,100	56,980
Peak Flow (1,000 gallons per quarter) <sup>1</sup>		Quarterly Total = 11,360			Quarterly Total = 12,740			Quarterly Total = 12,880			Quarterly Total = 20,000			
BOD (pounds per day) <sup>2</sup>		540	540	540	520	520	520	900	900	900	2,500	1,500	650	878
BOD (pounds per month)		16,740	15,120	16,740	15,600	16,120	15,600	27,900	27,900	27,000	77,500	45,000	20,150	321,370
Peak Loading (pounds per quarter) <sup>1</sup>		Quarterly Total = 48,600			Quarterly Total = 47,320			Quarterly Total = 82,800			Quarterly Total = 142,650			
TSS (pounds per day) <sup>2</sup>		400	700	700	680	680	800	680	800	680	2,500	1,500	400	877
TSS (pounds per month)		12,400	19,600	21,700	20,400	21,080	24,000	21,080	24,800	20,400	77,500	45,000	12,400	320,360
Peak Loading (pounds per quarter) <sup>1</sup>		Quarterly Total = 53,700			Quarterly Total = 65,480			Quarterly Total = 66,280			Quarterly Total = 134,900			

1. The Contracted User may exceed the monthly contract allocation so long as the quarterly amount (3 month total) does not exceed the Quarterly Total amount listed.
2. The above allowable wastewater discharges are considered to be the maximum discharge for a month expressed in terms of gallons or pounds per day. They represent the average daily loading over the month based on available test data. They do not represent maximum daily discharge limits.
3. The discharge of toxic substances as described in paragraph 6.4 of the contract, or harmful waste as described in section 13.12.030 of the Grandview Municipal Code, is prohibited.

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

**ITEM TITLE**

Resolution accepting the Wine Country Road Resurfacing Improvement Project as complete

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

**AGENDA DATE:** June 12, 2018

**ORIGINATING SOURCE**

Public Works Department

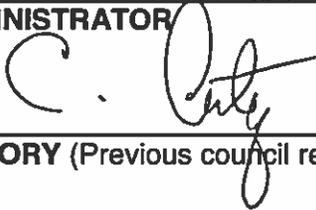
**FUNDING CERTIFICATION** (City Treasurer)  
(If applicable)

N/A

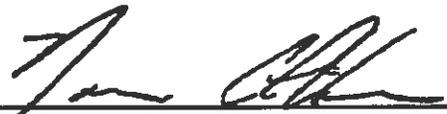
**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director

**CITY ADMINISTRATOR**



**MAYOR**



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

None

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

Central Washington Asphalt, Inc., has completed the construction of the Wine Country Road Resurfacing improvement project. Staff recommends Council accept the project as complete once the requirements in the June 7, 2018 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

**ACTION PROPOSED**

Move a resolution accepting the Wine Country Road Resurfacing Improvement Project as complete to a regular Council meeting agenda for consideration.

**RESOLUTION NO. 2018-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE WINE COUNTRY ROAD RESURFACING IMPROVEMENT  
PROJECT AS COMPLETE**

**WHEREAS**, the City contracted with Central Washington Asphalt, Inc., to perform work for the Wine Country Road Resurfacing improvement project; and,

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

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

The City of Grandview accepts the Wine Country Road Resurfacing improvement project as complete and authorizes staff to release the retainage to Central Washington Asphalt, Inc., once the conditions in the June 7, 2018 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

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

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

June 7, 2018

City of Grandview  
207 West 2<sup>nd</sup> Street  
Grandview, WA 98930

Attn: Mr. Cus Arteaga  
City Administrator/Public Works Director

Re: City of Grandview  
WINE COUNTRY ROAD RESURFACING  
TIB Project No.: 3-E-183(007)-1  
HLA Project No.: 17191C  
Final Progress Estimate and Project Acceptance

Dear Cus:

Enclosed is Progress Estimate No. 2 designated as the Final for work performed by Central Washington Asphalt, Inc., through May 2, 2018, in connection with their contract on the above referenced project. The amount due the Contractor of \$0.00 is net after retainage, as per the contract documents. We recommend this Final Progress Estimate be considered and accepted by the Grandview City Council.

This letter also serves as our recommendation for acceptance of this project by the City of Grandview. We have reviewed the work performed by Central Washington Asphalt, Inc. on this project and believe it has been completed satisfactorily. Please provide us a copy of the Council resolution authorizing project acceptance.

Enclosed for your action is the "Notice of Completion of Public Works Contract" to be completed and sent to the Department of Revenue, Department of Labor and Industries, and Employment Security Department in Olympia. Forward one (1) copy each of the Notice of Completion to the Department of Revenue, Department of Labor and Industries, and the Employment Security Department as soon as the Grandview City Council has accepted the project.

The retainage on this project in the amount of \$7,300.71 should be released to Central Washington Asphalt, Inc., after acceptance of the project and when the following conditions have been satisfied:

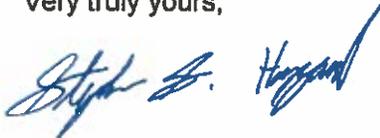
1. There are no liens or claims for labor and materials furnished on this project filed against the retainage.
2. A full sixty (60) days have elapsed since the official acceptance of this project by the City of Grandview.
3. The City has received Notice of Completion clearance from the Department of Revenue, Department of Labor and Industries, and the Employment Security Department relative to this contract. Please provide a copy of each to our office.

4. The City has received the following from HLA Engineering and Land Surveying, Inc. (HLA):
  - a. HLA has delivered two (2) neatly marked 11"x17" sets, and one scanned emailed set of record drawings to the City of Grandview on May 1, 2018.
  - c. A notarized certificate from the Contractor which states that all labor and materials furnished on this project have been paid for is attached.
  - d. The required project labor and equal employment opportunity documents will be mailed to the City of Grandview on June 8, 2018.

We would appreciate receiving a copy of your Council Resolution authorizing release of retainage.

Please contact this office if you have questions or if we may furnish additional information.

Very truly yours,



Stephen S. Hazzard, PE

SSH/crf

Enclosures

Copy: Darren Bender, Central Washington Asphalt, Inc. (Email)  
Caroline Fitzsimmons, HLA (Hard Copy)

City of Grandview  
 207 W Second Street  
 Grandview, WA 98930

WINE COUNTRY ROAD RESURFACING  
 TIB Project No.: 3-E-183(007)-1  
 HLA Project No.: 17191C

TO: Central Washington Asphalt, Inc.  
 P.O. Box 939  
 Moses Lake, WA 98837

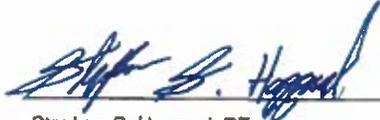
Progress Estimate No.: 2 AND FINAL  
 Date: May 2, 2018

Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 2 Quantity	Quantity to Date	Amount	Contract Quantity
1	Minor Change	LS	1	\$10,000.00	0%	0%	\$0.00	0%
2	Mobilization	LS	1	\$12,000.00	0%	100%	\$12,000.00	100%
3	Project Temporary Traffic Control	LS	1	\$23,000.00	0%	100%	\$23,000.00	100%
4	Planing Bituminous Pavement	SY	9,250	\$2.00	0	8,902	\$17,804.00	96%
5	Pavement Repair Excavation Inc. Haul	SY	300	\$11.00	0.00	6.33	\$69.63	2%
6	HMA for Pavement Repair Cl. 1/2-Inch PG 64-28	TON	100	\$135.00	0.00	0.00	\$0.00	0%
7	HMA Cl. 1/2-Inch PG 64-28	TON	1,300	\$75.00	0.00	1,212.54	\$90,940.50	93%
8	Pavement Markings	LS	1	\$2,200.00	0%	100%	\$2,200.00	100%
SUBTOTAL							\$146,014.13	
SUBTOTAL, WORK TO DATE							\$146,014.13	
PLUS MATERIALS ON HAND							\$0.00	
TOTAL							\$146,014.13	
LESS TOTAL RETAINAGE							\$7,300.71	
LESS AMOUNTS PREVIOUSLY PAID							\$138,713.42	
AMOUNT NOW DUE							\$0.00	

Progress Estimate No. 1 \$ 138,713.42 Retainage \$ 7,300.71  
 Progress Estimate No. 2 AND FINAL \$ 0.00 Retainage \$ 0.00

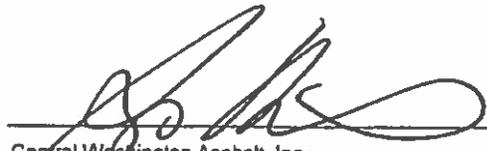
Item No.	Description	Unit	Contract Quantity	Unit Price	Estimate 2 Quantity	Quantity to Date	Amount	Contract Quantity
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I hereby certify that the foregoing is a true and correct statement of the work performed under this Contract.

  
 \_\_\_\_\_  
 Stephen S. Hazzard, PE

ACCEPTED:

I hereby accept the Final Progress Estimate and Final Contract Voucher Certification, in accordance with Section 1-09.9 of the WSDOT Standard Specifications.

  
 \_\_\_\_\_  
 Central Washington Asphalt, Inc.  
 Pamp Maiers, President

5/9/18  
 \_\_\_\_\_  
 Date:

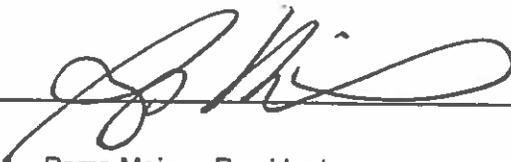
NOTARIZED STATEMENT

TO THE

City of Grandview

I hereby certify that

- a) All materials and labor used and performed in the construction of the WINE COUNTRY ROAD RESURFACING – Project Number 17191C, for the City of Grandview, have been paid in full and there are no liens or other legal actions pending;
- b) Central Washington Asphalt, Inc., has complied with the provisions of Section 1-07.19 (Gratuities) of the Standard Specifications; and
- c) All industrial insurance premiums, as required under RCW 51.12.050 (Public Works) and RCW 51.12.070 (work done by contract) have been paid.

by   
 Pamp Maiers, President  
 Name and Title (Please print or type)

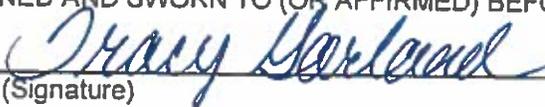
Central Washington Asphalt, Inc.  
 Contractor

STATE OF Washington )  
 )  
 COUNTY OF Grant )

SS



SIGNED AND SWORN TO (OR AFFIRMED) BEFORE ME ON \_\_\_\_\_, 2018

BY   
 (Signature)

Notary Public Printed Name: Tracy Garland

My Appointment Expires: 7/28/21

(Please return completed CERTIFICATION form to HLA)

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

<b>ITEM TITLE</b>  Resolution authorizing the Mayor to sign an Irrigation Facilities License and Hold Harmless Agreement with Sunnyside Valley Irrigation District	<b>AGENDA NO.:</b> New Business 4 (D)  <b>AGENDA DATE:</b> June 12, 2018
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)  N/A

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director 

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**CITY ADMINISTRATOR** **MAYOR**

  Mayor Pro Tem

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

In the mid 1980's, Yakima County Public Works Director Dan Hesse designed, approved and connected the West Fifth Street storm drainage to DID 35 Drain System as part of the street reconstruction project.

**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.

Sunnyside Valley Irrigation Department (SVID) took over the maintenance and operation of the DID 35 Drain System from Yakima County in the early 1990's. The drain system is outdated and SVID has experienced numerous maintenance problems with the system. In addition when a heavy rainstorm occurs, SVID will also experience some residential flooding because of the storm systems limited capacity. This irrigation season, SVID placed the City on notice and that the City needs to find a different method for handling the stormwater within this area even though the connection was approved by Yakima County when the County operated the system. SVID is requesting that the City participate with annual maintenance expenses of DID 35 until the City is able to install new stormwater facilities.

I have been working with the City Engineer on a proposed stormwater improvement plan for this area that will be presented to Council in the coming months. The improvements are costly and the recommendation will be to implement the improvements in a phased approach. In addition, the City will need to secure approval from SVID on the improvements and the potential construction timeline.

**ACTION PROPOSED**

Move a resolution authorizing the Mayor to sign an Irrigation Facilities License and Hold Harmless Agreement with Sunnyside Valley Irrigation District to a regular Council meeting for consideration.

**RESOLUTION NO. 2018-\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN AN IRRIGATION FACILITIES LICENSE  
AND HOLD HARMLESS AGREEMENT WITH THE  
SUNNYSIDE VALLEY IRRIGATION DISTRICT**

**WHEREAS**, the City of Grandview is served by the Sunnyside Valley Irrigation District (SVID); and,

**WHEREAS**, SVID operates and maintains specified irrigation facilities, including pipes, drains, canals, ditches, flumes, dams, diversion structures and other structures or property, including adjacent lands, easements or rights-of-way owned or operated by the SVID and associated with SVID's ability to deliver water to customers or to drain water back into other water sources; and,

**WHEREAS**, the City of Grandview intends on building a separate municipal system for all Grandview stormwater, runoff, or other waters, to avoid any commingling of SVID and Grandview waters;

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

The Mayor is hereby authorized to sign an Irrigation Facilities License and Hold Harmless Agreement with the Sunnyside Valley Irrigation District 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 \_\_\_\_\_, 2018.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**SUNNYSIDE VALLEY IRRIGATION DISTRICT**

**IRRIGATION FACILITIES  
LICENSE AND  
HOLD HARMLESS AGREEMENT**

**(City of GRANDVIEW)**

THIS IRRIGATION FACILITIES LICENSE AND HOLD HARMLESS AGREEMENT (the "Agreement"), entered into and effective this \_\_\_ day of \_\_\_\_\_, 2018, between SUNNYSIDE VALLEY IRRIGATION DISTRICT, a Washington quasi-municipal corporation ("SVID") and THE CITY OF GRANDVIEW, a municipal corporation ("GRANDVIEW" or the "Licensee").

**RECITALS**

- A. Sunnyside Valley Irrigation District is a quasi-municipal corporation established under Ch. 87.03 RCW, which operates and maintains the irrigation facilities at issue in this Agreement. Sunnyside Valley Irrigation District, SVID, its agents, employees, or assigns shall be collectively referred to as the "SVID."
- B. SVID operates and maintains specified irrigation facilities, including pipes, drains, canals, ditches, flumes, dams, diversion structures and other structures or property (real or personal), including adjacent lands, easements or rights-of-way owned or operated by the SVID and associated with the SVID's ability to deliver water to customers or to drain water back into other water sources (collectively, "SVID Facilities"). For purposes of this Agreement, SVID Facilities include facilities and property existing on the date of this Agreement and as may exist from time to time during the term hereof.
- C. The City of Grandview intends on building a separate municipal system for all Grandview stormwater, runoff, or other waters, to avoid any commingling of SVID and Grandview waters.
- D. By this Agreement, GRANDVIEW seeks temporary license and permission to discharge into and convey through a specified portion of the SVID Facilities certain Licensed Waters as described and defined below.

NOW, THEREFORE, in consideration of the premises, it is agreed as follows:

**AGREEMENT**

1. Term. Except in the case of Early Termination Events (Paragraph 5), the license and permission granted herein shall be effective until December 31, 2021; or until a new Agreement is executed between the parties regarding future discharge into SVID

facilities, whichever occurs first. Thereafter, this Agreement may be renewed only by mutual agreement of the parties, as evidenced in a separate, signed writing.

2. Licensed Waters. GRANDVIEW seeks license and permission to discharge waters into a specified portion of the SVID Facilities that may arise from streets, houses, and other properties within GRANDVIEW city limits. Attached as Exhibit "A" is a map depicting the specific SVID and GRANDVIEW facilities subject to this Agreement. Waters authorized for discharge from GRANDVIEW's shall, for the purposes of this Agreement, be referred to as the "Licensed Waters."

3. License and Permission – Licensee Requirements. Subject to the herein limitations, exclusions and requirements, SVID grants license and permission to GRANDVIEW to discharge the Licensed Waters into the SVID facilities:

a. Discharge of Licensed Waters shall occur only at the "Discharge Locations" identified on Exhibit A, and only on the express terms and conditions set forth therein.

b. Discharge of Licensed Waters shall not exceed what can be carried in the piped drains and open ditch. If Licensed Waters back up onto streets and lots it has exceeded the limit that can be accepted by Sunnyside Valley Irrigation District.

d. Licensee's use, treatment and discharge of Licensed Waters shall at all times be fully compliant with all applicable federal and state laws governing treatment and discharge of waters, including without limitation, the federal Clean Water Act, 33 U.S.C. § 1251 *et seq.*, Chapter 90.48 Revised Code of Washington and Chapter 173 Washington Administrative Code (collectively, the "Clean Water Laws"). Licensee shall be responsible for obtaining and maintaining any and all permits or other approvals as may be required under the Clean Water Laws to lawfully discharge the Licensed Waters.

e. Licensee's use, treatment and discharge of the Licensed Waters shall not invalidate, be inconsistent with, or otherwise jeopardize SVID's continuing exemptions from Clean Water Laws' NPDES permitting requirements applicable to irrigation return flows or agricultural runoff.

f. Licensed Waters shall be discharged in a manner consistent with any and all water quality standards or requirements, including protection of human health, stockwater, agricultural use, and the environment.

g. At all times during the term hereof, SVID may:

i. Collect, test and evaluate samples of the Licensed Waters from the GRANDVIEW points of discharge, or any location within the SVID facilities. In connection therewith, Licensee hereby grants and conveys to SVID reasonable rights of ingress and egress to property under Licensee's ownership or control as reasonably necessary to facilitate SVID's exercise of its rights under this Agreement; and

ii. Obtain from Licensee data, reports, or other information concerning the use, treatment, and discharge of the Licensed Waters as Licensee may be required to compile or maintain under any permits, federal or state laws and regulations, including without limitation, any NPDES monitoring reports.

h. Licensee shall immediately provide written notice to SVID in the event Licensee receives notice of any kind related to GRANDVIEW'S discharge into SVID's facilities, specifically including any notices that GRANDVIEW'S discharges fail to comply with requirements or conditions of any federal, or state laws or regulations, any Wastewater Discharge Permit (including, without limitation, upon notice to Licensee of such failure by the U.S. Environmental Protection Agency or the Washington Department of Ecology), or in the event of any modification, change or cancellation of GRANDVIEW'S rights to discharge water during the term hereof.

i. Licensee shall exercise its license and permission hereunder without cost to SVID and in such a manner as to cause no injury, impairment or damage to SVID facilities, or otherwise to interfere with SVID operations.

4. GRANDVIEW system. On or before August 1, 2018, GRANDVIEW shall provide definitive plans on a new water system that will separate its waters from SVID facilities. The plan shall include an implementation schedule and date of completion.

5. Early Termination Events. SVID shall, in its sole discretion, be entitled to revoke and terminate this license and permission, without prior notice to Licensee, in the event Licensee fails to fully comply with this License Agreement, including any or all of the Licensee Requirements under Paragraph 3, above. In that event, this Agreement shall immediately terminate and neither party will have any continuing rights or duties hereunder, EXCEPT for the release and indemnification rights granted to SVID by Licensee under Paragraph 8, which shall survive this Agreement for a period of seven (7) years following termination.

6. Non-Exclusive and Limited Rights. Licensee's rights hereunder are subject to any rights previously granted by the SVID to third parties, as well as to other permissions or use rights as may be granted by the SVID to third parties in the future and not inconsistent with Licensee's license and permission hereunder. This license and permission shall not ripen into any claim of title by prescription, adverse possession, or otherwise, nor of any claim of possessory or use rights concerning DR 35 apart from those expressly granted herein.

7. Third Party Rights Unaffected by Agreement. Licensee acknowledges that SVID holds rights-of-way or similar interests in third-party owned lands on which the SVID Facilities are located. Licensee assumes sole and exclusive responsibility to obtain any further clearance or permissions as necessary in order to exercise its license and permission hereunder.

8. Release and Indemnity. Licensee acknowledges that substantial damages (including injury to third-party-owned lands on which SVID Facilities are located, as well as consequential damages stemming from unavailability of sufficient irrigation water) may be suffered as a consequence of Licensee's exercise of its license and permission hereunder. As an express condition on Licensee's participation under this Agreement, Licensee hereby releases and agrees to indemnify and hold harmless the SVID, its officers, agents and employees, on account of all losses, damages or claims for damages, liabilities, obligations, costs or expenses, including, without limitation, reasonable attorneys' fees (collectively, "Losses"), by whomsoever made and of any nature whatsoever, arising out of or in any manner connected with the exercise by the Licensee, its officers, agents, and employees of the license and permission hereunder, EXCEPT for such Losses as may be directly caused by the negligence or willful misconduct of the SVID.

9. Liability Insurance. Licensee shall maintain and provide a valid Certificate of Insurance, confirming general liability coverage with limits of \$5,000,000 per occurrence / \$10,000,000 aggregate, and naming SVID as an additional insured, as to any events from which liability or claims may arise incident to Licensee's exercise of its license and permission hereunder.

10. Fees. SVID shall waive the administrative fee in the amount of two thousand, five hundred DOLLARS (\$2,500) in consideration of rights granted under this Agreement. Additionally, during the term of this Agreement, GRANDVIEW shall reimburse SVID for eighty percent (80%) of all operation and maintenance costs related to the SVID facilities subject to this Agreement. SVID shall prepare a statement on an annual basis outlining all costs related to the facilities.

11. Attorney's Fees / Venue. In the event any legal action is brought to enforce or interpret any of the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, reasonable attorneys' fees and costs. The venue for any action brought upon this Agreement shall be in Yakima County, Washington.

12. Counterparts. This Agreement may be executed in counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement of the parties.

**LICENSEE:**

City of Grandview

By: \_\_\_\_\_  
\_\_\_\_\_, Title Date

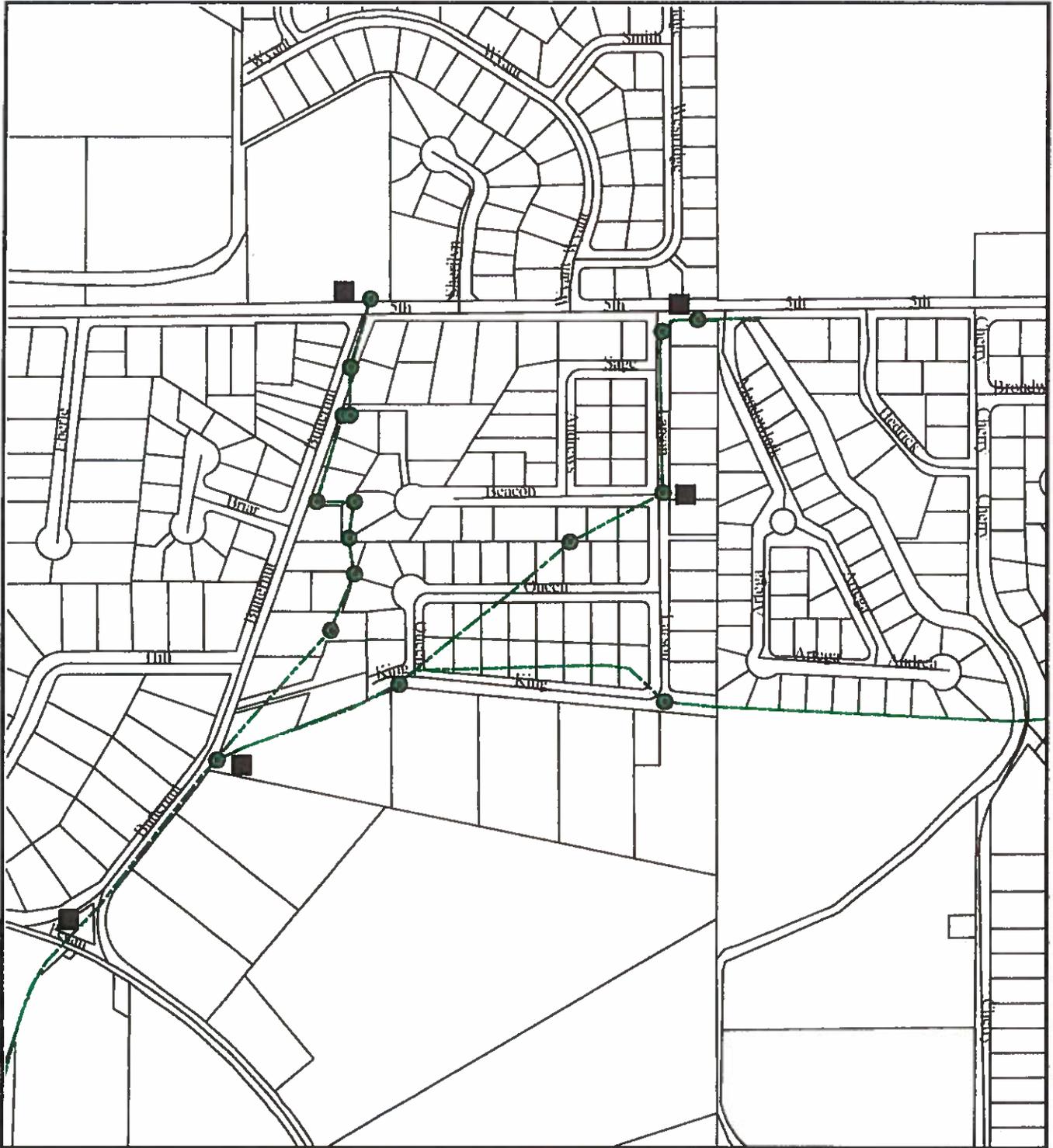
**SVID:**

SUNNYSIDE VALLEY IRRIGATION DISTRICT SVID

By: \_\_\_\_\_  
Lori Brady, Manager Date



EXHIBIT A



0 200 400 Feet

1" = 400 feet

- SVID Drain
- SVID Manhole and/or Catch Basin
- City Discharge Location

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

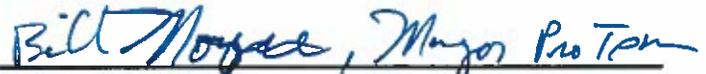
<b>ITEM TITLE</b>  Dog Park Operation Proposal	<b>AGENDA NO.:</b> New Business 4 (E)  <b>AGENDA DATE:</b> June 12, 2018
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable)  N/A

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director

**CITY ADMINISTRATOR**

**MAYOR**

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

On September 9, 2014, the City and the Friends of the Dog Park entered into an interlocal agreement regarding the development of an off-leash dog park area which was to be constructed on City Property located on Willoughby Road. I supported this project because it does have merit and it is something that the community can benefit from.

At the May 8, 2018 Council meeting, Becky Cantu, the remaining member of the Friends of the Dog Park Committee, requested that Council consider providing the insurance coverage for the operation of the dog park and maintenance of the facility. She indicated that the Committee would provide signage and equipment through their fundraising efforts.

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

At this point, I propose that the City take over the operation of the dog park. The City taking over the dog park makes the most sense due to the following reasons:

- All maintenance is to be done by City staff.
- City employees will install components such as a surplus fire hydrant, some tractor tires, and possibly some ramps for dogs to walk over.
- The park is not currently open, but a small amount of people are using the park and staff is picking up trash that is left behind.
- The Friends of the Dog Park could continue to support new amenities by doing fundraisers.

According to Washington Cities Insurance Authority (WCIA), there is not any increase in the City's liability assessment as a result of opening the dog park since the liability assessment is based on losses and worker hours. In addition, WCIA stated that off leash dog parks have not generated claims to WCIA members and they view this as a low risk.

The City can take ownership of the dog park in 2018 and can appropriate operating funds for 2019 during the budget process, with a grand opening scheduled spring 2019. We can also install a recognition sign thanking those who started this project during the formal opening of the park in 2019. I truly believe that this is a win-win for everyone.

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**ACTION PROPOSED**

I recommend that Council accept the request from Ms. Cantu that the City take ownership of the proposed dog park. In addition, I don't see the need for any additional funding to be requested to operate the dog park for the remainder of this year based on the information from WCIA.

Staff will provide an updated report to Council during the budget process to include the cost for any additional phases and the cost for the annual operation and maintenance.

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

<b>ITEM TITLE</b> Wolfe Lane No Parking	<b>AGENDA NO.:</b> New Business 4 (F) <b>AGENDA DATE:</b> June 12, 2018
<b>DEPARTMENT</b> Public Works Department	<b>FUNDING CERTIFICATION (City Treasurer)</b> (If applicable) N/A

**DEPARTMENT HEAD REVIEW**

Cus Arteaga, City Administrator/Public Works Director



**CITY ADMINISTRATOR**

**MAYOR**



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

At the May 8, 2018 Council meeting, Councilmember Brewer requested that staff evaluate the on-street parking situation on Wolfe Lane from West Fifth Street to Munson Lane.

**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.

I met with Police Chief Fuller, who is the City's Public Safety Officer, and directed him to evaluate traffic flows, on-street parking situations and pedestrian traffic for this area. We all recognize that the Wolfe Lane is narrower than other streets however, this street does not receive much traffic other than local traffic. Traffic on Wolfe Lane flows in two directions, half flows to the north on to West Fifth Street and the other half flow south on to Munson Lane then west to Grandridge Road. The same is true for the pedestrian traffic within this area.

The Police Chief submitted the attached memorandum in which he is not seeing any problems regarding the following categories:

- No accident history
- No resident complaints
- Minimal traffic volumes

**ACTION PROPOSED**

The Police Chief, as the Public Safety Officer, does not consider Wolfe Lane as a problem and/or unsafe area, and does not recommend any changes to the current use of Wolfe Lane.

# GRANDVIEW POLICE DEPARTMENT

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



KAL FULLER  
Chief of Police

**Date:** 05/29/2018  
**To:** Cus Arteaga, City Administrator  
**From:** Kal Fuller, Chief of Police  
**Re:** Parking on Wolfe Ln

I have reviewed the parking situation on Wolfe Lane.

I pulled stats from our computer system for the last three years. We took no reports of any collisions or roadside parking related calls on Wolfe Lane during that time.

I had traffic and parking counts taken at various times over a two week period. There was on average only about six cars parked at any given time that had some portion of the vehicle on the public roadway. Most vehicles park either completely off the roadway or with only a small portion of the vehicle sitting on the roadway.

With no complaints from the residents in the area, and no statistics to show any collisions due to parking issues, I have no basis for suggesting any change to the parking ordinances in the area.

I have instructed my officers to keep an eye on the area and enforce any violations of current parking laws.

Respectfully,

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

Kal Fuller  
Chief of Police