

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, SEPTEMBER 27, 2016**



**REGULAR MEETING – 7:00 PM**

**PAGE**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
  
4. **PUBLIC COMMENT** – The public may address the Council on items on the agenda.
  
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 September 13, 2016 Committee-of-the-Whole meeting 1-5
  - B. Minutes of the September 13 2016 Council meeting 6-8
  - C. Minutes of the September 20, 2016 Special Council meeting – Budget 9-28
  - C. Payroll Electronic Fund Transfers (EFT) Nos. 5628-5632 in the amount of \$79,472.72
  - D. Payroll Check Nos. 9124-9142 in the amount of \$84,197.65
  - E. Payroll Direct Deposit 09/01/16 – 09/15/16 in the amount of \$96,290.01
  - F. Claim Check Nos. 111301-111407 in the amount of \$355,880.55
  - G. Resolution No. 2016-37 declaring certain City property as surplus and authorizing disposal by public auction, sale or trade (City Hall copier) 29
  
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. 2016-39 authorizing the Mayor to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students 30-34
  - B. Ordinance No. 2016-15 amending the 2016 Annual Budget (Bulletproof Vests) 35-37
  - C. Ordinance No. 2016-16 amending GMC Chapter 15.04 Building Code to adopt the 2015 Edition of the International Building Code 38-45
  - D. Ordinance No. 2016-17 amending GMC Chapter 15.08 Plumbing Code to adopt the 2015 Edition of the Uniform Plumbing Code 46-48
  - E. Ordinance No. 2016-18 amending GMC Chapter 15.12 Mechanical Code to adopt the 2015 Edition of the International Mechanical Code and International Fuel Gas Code 49-53
  - F. Ordinance No. 2016-19 amending GMC Chapter 15.52 Energy Code to adopt the 2015 Edition of the International Energy Conservation Code 54-55
  - G. Resolution No. 2016-40 approving a Memorandum of Understanding by and between the City of Grandview and Port of Grandview 56-60
  
7. **UNFINISHED AND NEW BUSINESS**
  
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
  - A. Critical Area Report 61-137
  
9. **MAYOR & COUNCILMEMBER MEETING REPORTS**
  
10. **ADJOURNMENT**

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING MINUTES  
SEPTEMBER 13, 2016**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Bill Moore and Joan Souders. Councilmember Gloria Mendoza arrived at 6:10 p.m. Excused from the meeting was Councilmember Javier Rodriguez.

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

**3. CITIZEN PARTICIPATION**

Jim Sewell, Chair with the Port of Grandview, explained that the Port was considering applying for a Department of Commerce grant for the "Preparation of an environmental analysis that advances environmental permitting activities in and around future large manufacturing sites and other key economic growth centers". The grant would be used for site certification, SEPA QuickStart, binding site plans and annexation of the Port sites on Higgins Road and Stover/ Puterbaugh Road to make these sites "shovel-ready" for agriculture and food manufacturing. The applicant must be a City or County and the new grant funding was available to local governments east of the Cascades. He requested that the City partner with the Port in the application for the grant in an amount of \$75,000–\$100,000. The project would be administered under the Port's direction utilizing Gregg Dohrn, J-U-B Engineering and Austin Consulting. The Port would provide the cash local match and the City would submit the application. The City could provide a small in-kind match for staff time and fees with respect to the project. Mr. Dohrn would prepare the grant application which was due on October 13<sup>th</sup>. The project would be completed by June 30, 2017.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. directed staff to present the appropriate documents at the September 27<sup>th</sup> regular Council meeting for consideration.**

**4. NEW BUSINESS**

**A. Grant Funding Opportunities with Department of Ecology (Stormwater) and Transportation Improvement Board (Complete Streets)**

City Administrator Arteaga presented information on the following grant funding opportunities:

Department of Ecology Water Quality Financial Assistance Grant

- Funding opportunity to improve the street stormwater system on the eastside of town (Fir Street west to Birch Street from Wine Country Road south to East Fourth Street)
- Application due October 21, 2016
- 15% match requirement

Based on additional information received following agenda preparation, he pulled his request for application to DOE and would further research this funding opportunity.

Transportation Improvement Board (TIB) Complete Streets Grant Program

- Funding opportunity for sealcoat maintenance, sidewalk repairs, pathway maintenance and ADA ramp installations
- Application due October 21, 2016
- No match requirement

He explained that a few years ago the legislature enacted a Complete Streets Grant Program. For a city to be eligible for the program, it must have adopted a complete streets ordinance. The City adopted Ordinance No. 2014-11 establishing a Complete Streets Program on May 13, 2014. The grant program was implemented by TIB. Rather than a standard call for projects, TIB elected to structure the program as an award process called the Complete Streets Award Program. Any local government that has adopted a complete streets ordinance was eligible to be nominated for the program. There was no funding application. TIB would evaluate nominations to determine awards. The Complete Streets Award Program was looking for evidence of complete streets implementation beyond ordinance adoption, including a history of recent projects that have considered all users and modes and evidence of planning for complete streets. The program would give awards at two levels: "Initiators," which would receive \$250,000, and "Implementers," which would receive \$500,000. The other plus of this program was that the use of the funds would be very flexible. The City would work with TIB to approve a work plan, and amendments were allowable. Funds must be used within three years. TIB identified partner organizations to submit nominations along with WSDOT Local Programs and local health districts.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Moore, the C.O.W. moved to suspend the Council Procedure Rules to place this item on the regular Council agenda for consideration.**

**B. Resolution authorizing the Mayor to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students**

Parks & Recreation Director Carpenter explained that the Interlocal Cooperative Agreement between the Grandview School District and City regarding supervised after school activities for students was presented to the C.O.W. on August 23<sup>rd</sup> while he was out of town. There were a few questions that needed more clarification pertaining to the City's Youth Drop-In Program that was offered year round at the Community Center each Monday through Thursday from 2:30 to 5 pm. He explained that back in 2013, Council made some difficult decisions due to limited dollars within the current expense fund and transferred the Deputy Recreation Director to City

Hall. This reduction made the City review the recreational program offerings. At that time, School Superintendent Kevin Chase approached the City with an understanding of the financial situation and offered for the School District to contribute \$10,000 per year to continue the Youth Drop-In Program. The contribution offset the hiring of a part-time employee to assist in supervising the program. He indicated that the School District was not obligated to provide funding for this program and it was a good faith gesture on behalf of the School District. He hesitated requesting additional funding from the School District for this specific program. The other after school partnership was the Frenzy Friday Program offered to GMS students on early release Fridays during the school year at the Middle School. The School District contributed \$8,000 per school year to the City for this program. Last Friday, there was a record attendance for the first day of 103 kids. He recommended the Interlocal Cooperative Agreement between the School District and City regarding supervised afterschool activities for students be placed on a regular Council agenda for consideration.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember McDonald, the C.O.W. moved Resolution authorizing the Mayor to sign the Interlocal Cooperative Agreement between the Grandview School District and the City of Grandview regarding supervised afterschool activities for students to the September 27<sup>th</sup> regular Council agenda for consideration.**

#### **MEETING RECESSED**

**On motion by Councilmember Everett, second by Councilmember Mendoza, the C.O.W. recessed the meeting at 7:00 p.m.**

**The C.O.W. meeting reconvened at 7:40 p.m.**

#### **C. Bulletproof Vest Partnership Grant**

Police Chief Fuller explained that the Police Department for many years participated in the Bulletproof Vest Partnership (BVP), created by the Bulletproof Vest Partnership Grant Act of 1998. It was a U.S. Department of Justice initiative designed to provide a critical resource to state and local law enforcement by providing grants that cover part of the cost of bulletproof vests. Bulletproof vests have a five-year expiration. Every five years, the Police Department purchases replacement vests for its officers. The current vests expire in November 2016. In May 2016, a no-cost online application was submitted to the BVP program. On September 2, 2016, the City was approved for grant funds. The grant expires on October 30, 2016. Bulletproof vests were a Capital Replacement item in the budget and were fully funded. The cost for each vest was approximately \$1,060 plus tax/shipping. A total of 25 vests for officers and reserves would be purchased. This would total approximately \$28,825. Reimbursement from the grant program would be approximately \$22,400. Total responsibility for the City after grant reimbursement would be approximately \$6,500. The sizing/ordering process through the supplier for the vests to meet the October 30, 2016 deadline had begun. He requested approval to purchase the vests as a Capital Replacement item in order to secure the grant funds for reimbursement. He recommended Council approve a budget amendment to purchase the bulletproof vests in 2016.

**On motion by Councilmember Everett, second by Councilmember Brewer, the C.O.W. directed staff to prepare a budget amendment for the purchase of the bulletproof vests to a regular Council meeting agenda for consideration.**

**D. 2015 International Building, Plumbing, Mechanical, Energy, and Property Maintenance Codes**

In 2013, Council adopted the 2012 edition of the International Building Codes. The 2015 editions of the model codes with Washington State amendments went into effect on July 1, 2016. Updated editions of the adopted codes were produced every three years. Passage of these ordinances would help to keep the community up to date on the standards of construction that were occurring throughout the state. The codes would help to ensure buildings and facilities constructed in the state were safe and healthy for building occupants, accessible to persons with disabilities and the elderly, and energy efficient. Staff presented the 2015 International Building, Plumbing, Mechanical, Energy, and Property Maintenance Codes.

Councilmember Brewer questioned the exception for height of weeds in excess of 24 inches for two acre parcels in Section 302.4 of the Property Maintenance Code.

City Administrator Arteaga stated that he would have the Code Enforcement Officer/Building Official attend the next C.O.W. meeting to answer questions regarding the 2015 Property Maintenance Code weed exception.

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved Ordinances amending Grandview Municipal Code (GMC) Chapter 15.04 Building Code, GMC Chapter 15.08 Plumbing Code, GMC Chapter 15.12 Mechanical Code, and GMC Chapter 15.52 Energy Code to a regular Council meeting for consideration.**

The 2015 International Property Maintenance Code would be placed on the September 27<sup>th</sup> C.O.W. agenda for further discussion.

**E. Resolution declaring certain City property as surplus and authorizing disposal by public auction, sale or trade**

City Hall requested that the 2005 Sharp AR-M55OU Copier which had outlived its useful life and was no longer needed for the conduct of City business be surplus. Sharp was unable to get parts to repair the copier and it was traded in for a new copier.

**On motion by Councilmember Everett, second by Councilmember McDonald, the C.O.W. moved Resolution declaring certain City property as surplus and authorizing disposal by public auction, sale or trade to a regular Council meeting agenda for consideration.**

**F. Growth Management Update: Development Regulations, Critical Area Ordinance and Comprehensive Plan Updates**

City Clerk Palacios explained that the Growth Management Act (GMA) required fully planning jurisdictions to review and update their comprehensive plans, development regulations, and critical areas ordinance (CAO), every eight years as established by RCW 36.70A.130(5)(c). Grandview's next GMA periodic update was due June 30, 2017. After this date, without a completed update, Grandview would be unable to access Washington State road and

water/wastewater infrastructure grants and loans. Staff and Planning Commission have reviewed proposed updates to the Comprehensive Plan, development regulations, and critical areas ordinance as part of the City's GMA Update, during public meetings held on May 27, 2015; June 24, 2015; August 26, 2015; October 28, 2015; January 27, 2016; and April 27, 2016. All of the GMA update elements mutually complement one another. The Comprehensive Plan establishes the community's desirable character and physical pattern of growth and preservation during the next 20 years. The development regulations update provides land use regulations that implement the Comprehensive Plan; as part of the development regulations, the Critical Areas Ordinance provides environmental protection during development review processes. At the August 31, 2016 Planning Commission meeting, the Commission adopted the following findings and conclusions:

1. The proposed revisions to the Grandview development regulations, Critical Areas Ordinance, and Comprehensive Plan are in keeping with the requirements of the GMA and the City of Grandview's policies,
2. The public use and interest will be served,
3. State Environmental Policy Act (SEPA) review, Washington State Department of Commerce 60-day Review, and RTPPO certification of the Transportation Element have been completed,

and recommended approval of the development regulations, Critical Areas Ordinance, and Comprehensive Plan updates to the City Council as presented in order to complete the Growth Management Act periodic update. No decisions shall be made by the City Council on the recommendations for amendment until after the initial sixty (60) day State comment and review period has expired. Once all Comprehensive Plan elements are recommended to the City Council by the Planning Commission, a public hearing before the City Council will be held on all elements of the Comprehensive Plan together to consider the cumulative effect of the entire Comprehensive Plan. Notice of the hearing and the nature of the proposed change shall be given by publication in the official newspaper of the City at least 10 days prior to the date of the hearing. No action required as this time. Information presented to Council for review. Next steps:

1. Senior Planner Shawn Conrad with the Yakima Valley Conference of Governments would attend the October 11, 2016 C.O.W. meeting to answer questions.
2. Schedule public hearing before the Council to receive comments on the Growth Management Update which includes the Development Regulations, Critical Area Ordinance, and Comprehensive Plan Updates following October 11<sup>th</sup> meeting.

5. **OTHER BUSINESS** – None

6. **ADJOURNMENT**

The study session adjourned at 8:05 p.m.

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Mayor Norm Childress

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Anita Palacios, City Clerk

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**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
SEPTEMBER 13, 2016**

**1. CALL TO ORDER**

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

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Gloria Mendoza, Bill Moore and Joan Souders. Excused from the meeting was Councilmember Javier Rodriguez.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, WWTP Superintendent Dave Lorenz and City Clerk Anita Palacios.

**2. PLEDGE OF ALLEGIANCE**

Mayor Childress led the pledge of allegiance.

**3. PRESENTATIONS – None**

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

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

- A. Minutes of the August 23, 2016 Committee-of-the-Whole meeting
- B. Minutes of the August 23, 2016 Council meeting
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5621-5626 in the amount of \$92,163.61
- D. Payroll Check Nos. 9073-9123 in the amount of \$33,370.92
- E. Payroll Direct Deposit 08/16/16 – 08/31/16 in the amount of \$101,517.62
- F. Claim Check Nos. 111200-111300 in the amount of \$703,113.21

**6. ACTIVE AGENDA**

- A. Grant Funding Opportunity with Transportation Improvement Board for Complete Streets Award Program

This item was previously discussed at the September 13, 2016 Committee-of-the-Whole meeting.

On motion by Councilmember Everett, second by Councilmember Souders, Council approved submitting an application to the Washington State Transportation Improvement Board for the Complete Streets Award Program and the expenditure of up to \$5,000 for the preparation of the grant application.

**7. UNFINISHED AND NEW BUSINESS**

**A. Critical Area Designation and Regulating Authority**

Councilmember Brewer questioned who was the regulating authority for critical areas within City limits. He specifically questioned the property located on the east entrance that was recently being developed. He stated that according to his research on Yakima County GIS, the property was a critical area with a potential wetland designation.

The property was identified as Parcel No. 230924-12018 owned by Councilmember Mendoza.

Due to the property in question being personal property of Councilmember Mendoza, she recused herself from the meeting at 7:10 p.m.

City Administrator Arteaga stated that he was not aware of any registered wetland on this property. He explained that during the GMA planning process in the early 2000's, Michelle Vasquez with the Department of Ecology visited Grandview, determined that this area was not a natural wetland, and the City did not need to comply with any wetland regulations.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Brewer, Council directed staff to review the critical area located on said property and report back to Council.**

Councilmember Souders voted in opposition.

Councilmember Mendoza returned to the meeting at 7:20 p.m.

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

2017 Preliminary Budget – City Administrator Arteaga reported that preliminary budget estimates were received from Department Directors. A special budget meeting was scheduled for September 20, 2016 at 6:00 p.m.

Museum – Parks & Recreation Director Carpenter reported that the first phase of the transition to the new Museum facility was completed. Staff was waiting on the LDS Church volunteer group to determine the best date to begin the next phase of the move. A Pacific Power Foundation grant application was submitted to fund exterior signage and window tinting.

Day of Service Community Work Party – Parks & Recreation Director Carpenter reported that the Day of Service community work party was held on September 10, 2016. A total of 200 volunteers attended which equaled 750 volunteer hours for the day.

**9. MAYOR & COUNCILMEMBER MEETING REPORT**

YVCOG General Membership Meeting – The YVCOG General Membership meeting was scheduled for September 21, 2016 at the Sunnyside VFW.

Yakima Valley Pray-for-a-Cop Program – A community meeting was scheduled for September 15, 2016, 7:00 p.m., at the Grandview Community Center to announce the Yakima Valley Pray-for-a-Cop Program. The Pray-for-a-Cop program was being organized by a coalition of local churches, law enforcement agencies, and chaplains.

Police Department & Fire Department Commendation – Councilmember Souders commended the Police Department and Fire Department for their cooperative response to two incidents she witnessed recently.

**10. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember McDonald, Council adjourned the meeting at 7:30 p.m.**

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Mayor Norm Childress

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
SPECIAL MEETING MINUTES – BUDGET  
SEPTEMBER 20, 2016**

**1. CALL TO ORDER**

Mayor Norm Childress called the special meeting to order at 6:00 p.m. in the Council Chambers at City Hall.

Present were: Mayor Childress and Councilmembers Mike Everett, Gaylord Brewer, Dennis McDonald, Gloria Mendoza, Bill Moore and Joan Souders. Excused from the meeting was Councilmember Javier Rodriguez.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Treasurer Matt Cordray, Police Chief Kal Fuller, Fire Chief Pat Mason, Assistant Public Works Director Santos Trevino, WWTP Superintendent Dave Lorenz and City Clerk Anita Palacios.

**2. 2017 PRELIMINARY BUDGET**

City Administrator Arteaga advised that this meeting was to allow Department Directors the opportunity to request and justify the hiring of additional personnel within their departments. Departments requesting additional personnel included the Police Department, Fire Department, Parks & Recreation Department and Library. He explained that the 2017 preliminary budget presented consisted of raw data and all department requests. Following Council review and consideration of requests, the Mayor, City Administrator and City Treasurer would meet to fine-tune the numbers and present a balanced budget.

Police Chief Fuller presented the 2017 draft budget for the Police Department which included his request to hire an administrative assistant, two patrol officers and promote a current patrol officer to a detective position. A copy of his presentation is attached hereto and incorporated herein as part of these minutes.

Fire Chief Mason presented his request to hire an additional fire captain. A copy of his presentation is attached hereto and incorporated herein as part of these minutes.

Discussion took place, but no decisions were made.

**3. ADJOURNMENT**

The study session adjourned at 9:20 p.m.

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Mayor Norm Childress

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Anita Palacios, City Clerk

# GRANDVIEW POLICE DEPARTMENT

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



KAL FULLER  
Chief of Police

**Date:** 09/08/16  
**To:** Matt Cordray, Treasurer  
**From:** Kal Fuller, Chief of Police  
**Re:** 2017 Draft Budget Information

Attached for you review, is the 2017 draft Budget request for the 8 different services within the Police Department I oversee. In this memorandum I will identify budget differences along with capital replacement requests. The largest recurring increases are increases in Wages and Benefits per the latest collective bargaining agreements.

## ➤ POLICE ADMINISTRATION:

- 2016 Operating Expenses budget amount was \$286,580.
- 2017 Operating Expenses budget request is \$395,300.
  - Includes \$80k to fill the empty Administrative Assistant position.
- Administrator's Wages and Salaries are figured with a 3% increase to mirror the Police Sergeants and Patrol Union increase negotiated to start January 1, 2017. This is approximately \$15k higher than 2016.
- Administrators Medical Insurance is calculated to mirror the Police Sergeants and Patrol Union Medical Plan A that they will be provided throughout 2017. This is approximately \$16k higher than 2016.

These two changes are designed to maintain equity between the Union employees and the administrators who supervise them.

- Equipment Rental Replacement
  - Replace Administrator vehicle- \$50k.

➤ **POLICE INVESTIGATIONS:**

- 2016 Operating Expenses budget amount was \$276,950.
- 2017 Operating Expenses budget request is \$297,200.
  - \$2,400 increase in wages to cover Detective Specialty Pay of \$200 per month. This will allow the appointment of a currently employed Patrol Officer to Detective duties.

➤ **POLICE PATROL:**

- 2016 Operating Expenses budget amount was \$1,598,200.
- 2017 Operating Expenses budget request is \$1,889,700.
  - Largest increase is \$180k for two new Patrol Officers
  - Also included in the increase are:
    - Uniforms: add \$2k for new hire uniforms
    - Reserve Pension Fund: add 2k for new reserves
    - Training: add \$5.5k for Basic Academy costs for new hires
    - Range Maintenance: Add \$1k to outfit new portable at range for training.
    - Misc-Training Ammo: Add \$2k to cover costs for new hires and Reserves
- 2017 Capital Expenditures Replacements includes the following
  - \$2.5k to replace 1 Mobile Data Terminal.
  - \$7k to purchase vests for 2 new officers and 4 new reserves
  - \$2k to purchase 2 TASERs.
  - \$2.5k to purchase 2 Rifles for new officers.

➤ **POLICE COMMUNITY PROGRAMS**

- 2016 Operating Expenses budget amount was \$15,400.
- 2017 Operating Expenses budget request is \$16,850.
  - Includes \$500 increase in Crime Prevention Supplies.

➤ **POLICE CORRECTIONAL SERVICES**

- 2016 Operating Expenses budget amount was \$156,530.
- 2017 Operating Expenses budget request is \$173,400.
  - \$10k Professional Services increase (possible prisoner medical bills or housing prisoners with outside jail)
  - \$3k Repairs and Maintenance increase.
  - \$1k Van repairs and maintenance increase.
  - \$5k Video Conference System (for prisoner visitations)

➤ **POLICE COMMUNICATIONS SERVICES**

- 2016 Operating Expenses budget amount was \$546,900.
- 2017 Operating Expenses budget request is \$588,000.
  - \$1k Professional Services increase (new antivirus protection service)
  - \$1k Uniforms increase (2 new communications employees).
  - \$2k Professional Services increase (new in-house setup).
  - \$4k Communications increase (new in-house email hosting).
  - \$1k Travel increase (2 new communications employees).
- Capital Replacement Item
  - Computer Replacements \$3k

➤ **CRIMINAL JUSTICE FUND (3/10 TAX):**

- 2016 Operating Expenses budget amount was \$247,700.
- 2017 Operating Expenses budget request is \$259,000.
  - Uniform & Clothing reduction from \$12,500 to \$6,000.
  
- Capital Expenditures Replacements
  - SWAT Vests \$30k.
  - Portable Radios \$9k.
  
- Capital Expenditures
  - 13k Mobile Car Radios.
  - \$6k Lower Valley Repeater Project
  - \$10k Crime Scene Investigations Equipment
  - \$6k Search and Rescue (SAR) Equipment

➤ **ANIMAL CONTROL SERVICES:**

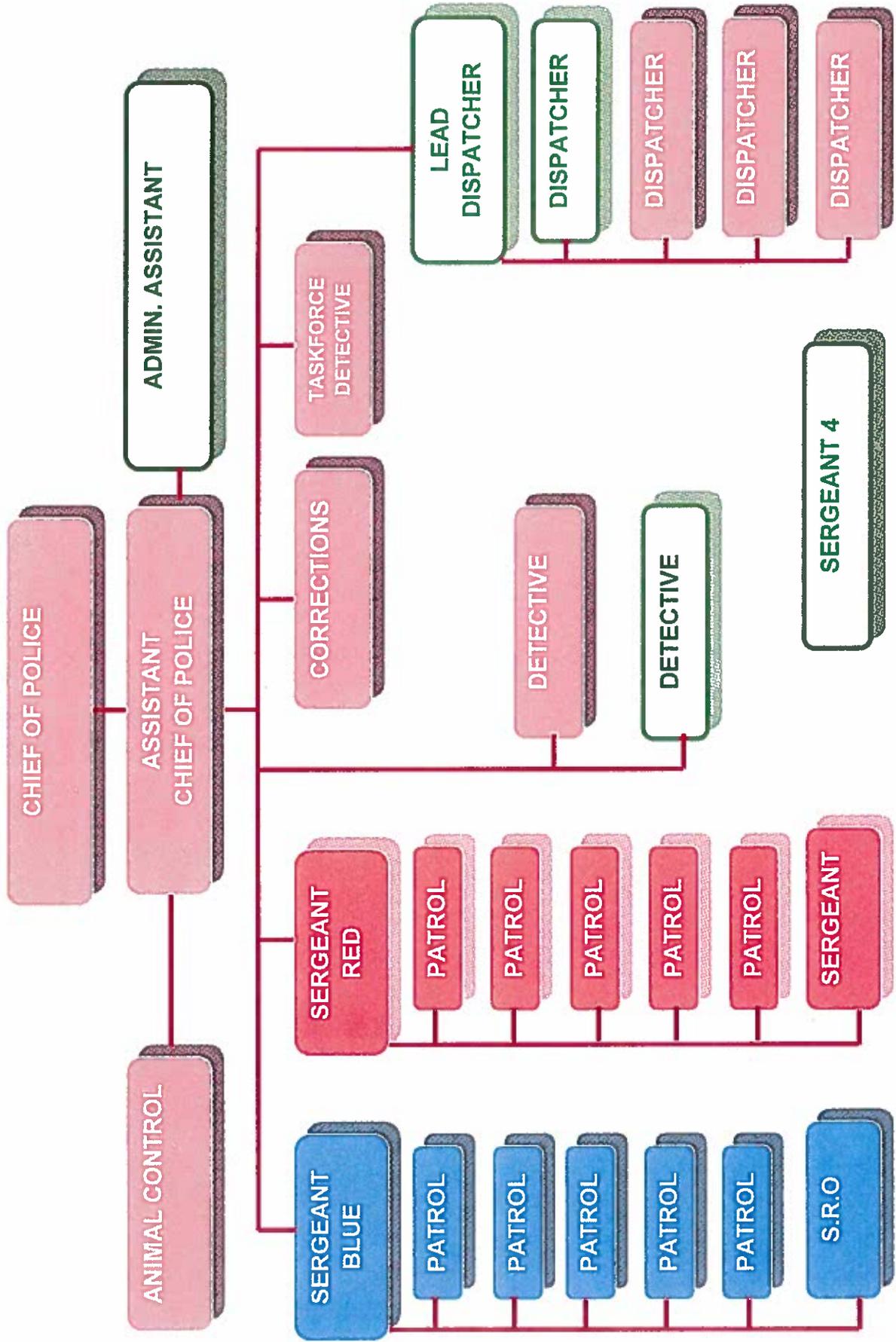
- 2016 Operating Expenses budget amount was \$31,000.
- 2017 Operating Expenses budget request is \$32,760.
  - Yearly contract with Yakima County Humane Society.

Respectfully,



Kal Fuller  
Chief of Police

# GRANDVIEW POLICE DEPARTMENT (2016)



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## **ADMINISTRATIVE ASSISTANT**

On April 30, 2014 our Administrative Assistant (AA) retired. She had been serving in that capacity for about eight years. She was a certified Corrections Officer and also a certified Telecommunicator.

Having one employee who was able to fill three distinctly different and specialized roles gave the department flexibility in reducing overtime, since she was able to cover shifts while working at a regular pay rate. She provided a way to cover dispatch so they could take breaks as specified in their union contract. She was also able fill in for our Corrections Officer who increasingly has more drains on their time, and is unable to complete all duties.

We estimate that if the Administrative Assistant position had been filled in 2016 we could have saved \$30k in overtime costs.

The Administrative Assistant was responsible for a huge list of items necessary to keep the Police Department operating efficiently. Many of those tasks have not been done consistently while the position has been empty.

Some areas of responsibility have increased while the position has been unfilled. One example is the number of Public Record Act (PRA) requests we get. This used to be handled by the AA. It is now being handled by the Assistant Chief. There are weeks where 20% of the Assistant Chiefs time is spent in researching PRA requests. This is time that is not available for him to handle his own duties.

The AA handled purchasing and inventory duties. 10% of the Assistant Chiefs day is spent in ongoing purchasing. He has had no time to maintain any inventory duties other than critical weapons accounting.

This past year, dispatch shifts that would have been covered by the AA were covered by the Assistant Chief and Police Chief. This in turn took them away from duties they should have been doing.

The AA position handles tasks and duties that are important to the operation of the entire department. Even though these tasks are critical to the PD operation, if they are being done by Administrators, then administrators are not doing things that are also critical. If administrators are tied up handling mundane office duties, they are not free to work on policy or procedures that reduce exposure to the city in high liability areas.

When hired as Police Chief I said that two of the main things I believed I needed to start immediately was first a thorough review of all PD policies and second, work on having the PD peer reviewed and evaluated through a process called Accreditation. Both of these are multi-year projects. With the loss of the AA position, there has been no support to allow the Chief or AC to work on these highly important projects.

It has been said that it is easy to understand why police officers are needed. What they do can be easily understood and observed. The trouble comes in explaining adequately the extent of what an AA means to a PD.

In a military situation they say that it takes from 11 to 28 support staff to supply each individual combat troop on the front line.

When our PD operates at minimum or below minimum staffing levels, support staff such as the Administrative Assistant are critical to maximize efficiency.

# **GRANDVIEW POLICE DEPARTMENT COMMENTARY ON CURRENT STAFFING LEVELS**

## **SECOND DETECTIVE**

In its 2017 budget, Grandview Police Department will budget to fill one Administrative Assistant (replacement), one Detective classification (promotion of current employee) and two entry level road officers in anticipation of retirements.

The one Detective classification, that will be requested to be re-filled in the 2017 budget, represents a Second Detective position. This will entail the promotion of a current employee and not the employment of a new person.

### **Gang Detective Shortage**

We had two detective positions from about 2002 through 2012. In about 2008 (through 2012) we were able to dedicate one officer to working mostly gang related cases. At that point the second detective position began to be called the "Gang Detective". This was a period of high gang related violent crime. Because of the Gang Detective focusing on gang crime, we were able to make the largest number of gang related arrests and convictions we have had in our history. Gang activities spider web into many crimes and require a continuity of investigation to follow them to prosecution. For a period of several years one of the two detective positions was a "Detective Sergeant" that allowed for closer supervision of the Detective position, and tighter control of detective resources.

When Detective Sergeant Mark Ware promoted to Assistant Chief, we lost the "Detective Sergeant" position and it was never replaced. The second detective position was a normal detective position and supervision of both was placed under the Assistant Chief.

The Second Detective position was used to supplement several other areas when his detective duties were at a minimum or when other coverage was a priority. The Second Detective position was used as a resource to help cover road shifts, to save overtime and provide safety and backup for road officers.

The Second Detective position also was used to bolster our corrections function. We effectively lost 25% of a Corrections Officer position when we switched to District Court from our own Municipal Court, and at the same time Yakima Corrections stopped transporting prisoners for us. At times, 20% of our corrections Officer position is now spent transporting prisoners. The Gang Detective position was used to back up our Corrections Officer on transport days. This duty is now sometimes being handled by

road officers, taking them away from their road duties. That means that there is only one road officer available for calls when the second one is on transport detail to Yakima.

### **How has the Gang Detective shortage affected us?**

Road officers have been helping follow up on cases. While doing this, they are not patrolling.

We have had to cancel training to allow officers to assist the Detective. Officer training needs are then pushed off to an unknown later date.

The Detective has had to let his Evidence Room duties to build up. The work that is not done now, has to be done at some point in the future. It takes a certain amount of time to keep the Evidence Room up to date and accessible for state auditing. This is one of the Detective's duties. It can be put off, but it will just build up.

Our Detective used to have time to work with Code Enforcement to try to abate nuisance properties. He is unable to commit time to that now.

### **How will the Second Detective shortage affect us in the future?**

It needs to be understood what a major case demands in time. One major case that comes in can easily create 30 hours of overtime and over 40 hours in investigation. When that happens, all lesser crimes are placed on hold.

GPD is doing everything we can at this point to stem the tide and keep our heads above water. We have every employee working at their maximum ability to keep everything running. At a certain point there is no more elasticity in the system. It is like a rubber band. You can stretch a rubber band only so far. Up to the point it snaps, everything is fine. In law enforcement, there are certain things that cannot be ignored or let slide. Sometimes the things that demand attention and time are not really the most important to community members. For instance, reports must be generated for the state, prisoners must be transported when the courts demand, federal regulations must be met. These things are low visibility to the public but cannot be ignored by the police department. When we can no longer meet all the demands, then some things must be cut out. Unfortunately, the things that get cut, are things that may really matter to us as citizens but are lower on the professional priority list.

## Succession Planning

Grandview needs to consider that our Police Department has at least eight veteran employees who could retire within the next 5 years. Without the proper mentoring process, you end up with an empty shell that cannot support the core mission of providing effective police services to the City of Grandview. When someone leaves the job and takes with them 25-35 years of professional experience, that is not something you replace overnight.

A department needs to prepare and train line officers to take supervisory positions. We need to have all possible Supervisor positions filled to create a pool of qualified people that we can then train to take higher positions in Administration. Assistant Chiefs should be trained in handling Chief duties.

Succession planning is not something that happens on its own.

Long range succession planning was done for Grandview PD starting in about 2006. Sergeants were placed on training tracks that gave them experience in administrative duties. When the time came for administrators to retire (2013-2014), there was a smooth and seamless transition that gave the department and the city great stability. We have that same opportunity for organizational redevelopment as we look to the future.

By the time we post, test, background check, hire, send to the academy, and finish training a road officer, we are looking at about one year of time. At that point we really still just have an entry level person, without any experience. When considering future retirements, even with staffing levels being returned to what in 2012 was considered "full staffing", we could be operating shorthanded for years, not being able to catch up let alone get ahead.

The baby boom generation is now outnumbered by "Millennials" in the workplace. The Millennial workers will also be reaching retirement age and preparations must be made to bring in the Gen X workers. Failure to plan, is a plan to fail.

When the national average for police officers is 2.4 per 1,000 of population and a city such as Grandview operates at a level of 1.36, you have to make sure that you put the effort needed into maximizing the potential of each employee. You also must make sure that you do everything you can to provide the proper level of supervision to insure the interests of the city are protected.

In a profession where it can take a year to get a new employee to fill a job assignment alone, some agencies build in a percentage of "anticipation hiring". If the math says that the agency will be short x number of officers in two years, they hire x number of officers now, so that the number in two years will not drop below a predetermined

minimum. In the case of Grandview, if today we were to fill all our slots back to 2012 levels, we could still be short one officer on the road every year for the next 6 years. Unless we can get to some level higher than our bare minimum, to absorb retirements, sick time, injuries and other events, there is no hope in sight for the employees.

We have built a group of employees that have committed to working for our PD when agencies around us have become revolving doors for new hires. One thing to consider in our situation is that we have an older work force with increasing levels of sick use and increasing levels of vacation time that builds up. When we are operating at full staffing levels that are also minimum staffing levels there is a need to gain some amount of relief in the system so that every time someone takes a sick day or vacation day, we are not paying overtime to cover shifts.

A prudent and conservative path would be to hire 2 entry level patrol officers in anticipation of looming retirements. I am requesting these two new Road Officers in the 2017 budget request.

There are too many variables to produce a set figure, but I would estimate that 20% of these new salaries would be paid for by the amount of overtime that would be saved when they are available to cover the road.

## **Officers Per-Capita**

Grandview has historically been very frugal in its number of police officers in relation to its population size.

Grandview is currently at a rate of about 1.63 officers per 1,000 inhabitants.

According to the FBI, in 2011 the national average for officers was 2.4 per 1,000.

In cities with fewer than 10,000 residents the average was 3.5.

Union gap is at 2.6. Sunnyside is at 2.09. Granger is at 2.2 Selah is at 1.87.

Total staffing (police and support combined) nationwide is 3.5.

Grandview has a total staffing level of 2.1

Grandview Police Department has for years provided Grandview residents with quality police services while operating well below the staffing levels seen in other cities.

The addition of two new anticipatory entry level road employees will still leave GPD with a rate of only 1.81 per capita, far below the national average.

By any figures used, Grandview residents get great service for minimal expense.

**GRANDVIEW POLICE DEPARTMENT  
2016 BUDGET  
RETIREMENT CHART**

	F	H	R	P	JA	C	F	D	SA	RA	LM	B	C	G
2013			30yr											
2014	25yr					Age 53								
2015		15yr		25yr		15yr		20yr						
2016			33yr				25							
2017														
2018														
2019	30yr													
2020		20yr	Age 63	30yr	20yr	20yr		25yr	Age 53				Age 53	
2021							30yr							
2022														
2023		Age 53											20yr	
2024						Age 63								
2025		25yr				25yr		30yr	58yoo	20yr	25yr	25yr		
2026														
2027	Age 63												25yr	
2028														
2029														
2030										30yr	30yr			
2031		30yr										30yr	Age 63	25yr
2032													30yr	

By 2021, eight officers could possibly retire.  
LEOFF Pension reaches maximum return at 30 years with possible retirement at age 53.

Chart does not take into account normal openings, just retirements.

## **INTRODUCTION**

### **➤ Mayor and Council**

- Thank you for the opportunity to come before you and talk about the possibility of hiring an FTE. Specifically a Captain that would assist with such things as fire department coverage, emergency responses, oversee all training for the department, expand our public education and prevention programs and possibly oversee the implementation of new programs such as a Cadet Program and a Fire Corps Program.
- As a fire chief and a taxpayer of this community I know that a discussion about a full time employee is a major decision and not one I bring before you lightly.
- Before we discuss the financial aspects of this decision, I would like to take some time to share how we got to this point and why I feel it is time to make this step.
- Hopefully by the time I finish I will have been able to share with you enough information for you to understand:
  1. How this decision will affect the community and the department,
  2. Some changes that have occurred over the years to make this necessary
  3. Some steps that we tried in an effort to address these needs in other ways
  4. What we would hope to accomplish by bringing this Captain on board.
  5. And finally what the financial impact would be and what options we may have.

## **WHAT IS A FIRE DEPARTMENT**

- A fire department exists as a “Catch All” of pretty much everything that happens outside of what people deal with on an everyday basis with an emphasis on emergency response problem solving.
  - Your smoke detector needs a battery – call the fd
  - Your cat is in a tree – call the fd
  - Your car is upside down with people in it – call the fd
  - You need to entertain a bunch of kids at a public even on a hot sunny day
  - A family member or friend seems to be suffering a medical emergency
  - Your mom slipped out of bed and can't get back up without some help
  - Your house is on fire - call the fd
  - Your carbon monoxide detector is going off and you don't know why
  - The business next to you is on fire and you don't want your business to burn also
- Someone has to determine what the “Level of Service” will be for our fire department. And when I use the terminology “Level of Service” I'm talking about such things as:
  - Response time
  - Level of ability at a fire

- Level of treatment at a medical call
- Level of involvement at public events and in public education
- An example of the best and worst “Levels of Service”
  - No fire dept, no mans land
  - The best fire dept
- The “Level of Service” is ultimately determined by you – the Mayor and Council. But for you to make that decision you have to balance some difficult factors.
  - How much money can we afford to put towards this particular area or department?
  - What do we expect the firefighter’s to be able to do (surround and drown, go into burning buildings, be able to operate as a Paramedic or EMT, handle a hazardous materials incident, etc)?
    - And what we expect our firefighters to be able to do can involve areas such as: regulatory and compliance organizations such as L & I and the National Fire Protection Association or insurance considerations when you consider the Washington Survey and Rating Bureau and of course there is always legal and liability issues
- All of these things play into what a “Fire Department is” and what “Level of Service it is Providing”.

## WHERE ARE WE AT TODAY

- I believe we are right about the middle of the scale.
  - We are currently holding a WSRB Protection Class Grade of 5
  - We have an average response time in the 6 to 7 minute range
  - Two areas of concern as we attempt to maintain this middle of the scale status has to do with the number of personnel responding and the ability of the personnel.
    - Number of personnel responding:
      - 2005 – 476 calls / 34 – 1 person responses / 7%
      - 2010 – 521 calls / 69 – 1 person responses / 13%
      - 2015 – 504 calls / 145 – 1 person responses / 29%
      - Last weekend – 13 calls / 7 – 1 person responses / 50%
    - Possible solutions – bring on more volunteers to increase possible number of people available to respond at any given time, pay more on call standby hours, hire more full time people, combination of all of these.
    - Ability of personnel: (for what we do)
      - 42 people on the department / including George and I / more than have ever been on the department I believe
      - Approximately 1/3 fully competent and just need ongoing training to keep up skills and competencies.

- Approximately 1/3 at the intermediate level – need additional training to become fully competent as well as ongoing training to keep up skills and competencies.
- Approximately 1/3 at the beginning level – need to be trained in all aspects and then trained additionally to keep up skills and competencies.
- Only solution – lots more hours of training to bring these people skills and abilities up to what they need to be and then keep them there.
  - One major obstacle is that not all of this can be accomplished in scheduled blocks of time because of peoples different schedules and the fact that they join at different times.
  - If we aren't keeping people moving forward then they get bored and quit OR they develop an attitude that it is a casual thing and don't take it seriously enough that they are willing to sacrifice to get it done.

#### ➤ **SOME MAJOR CHANGES OVER THE YEARS**

- When I joined people tended to stay in the area for the long term / most the people that were on the dept. then had or would be on for 20, 30 or even 40 years. Now if we get someone that is around for 6 to 8 years that is more the norm.
- When I joined you filled out 3 or 4 pieces of paper, they gave you some gear and a pager and said come join us on Wednesday nights for a couple of hours and when this thing goes off come on down and jump on the truck and you learned on the job.
- With today's applicants it can take at least 10 hours to get through the application process with paperwork, background checks, interviews, physicals and etc.
- With today's 296-305 Standards and L & I and the other regulatory agencies out there the expectation is that all new firefighter's would attend recruit training, first aid training, NIM's training, wildland training, driver training, equipment familiarization training, hands-on practical training, haz mat training. All of this training can easily exceed over 320 hours of training per person. And this is just to get the initial basic level training completed. Someone on the dept. would need to be physically involved with this 320 hours of training at a minimum of 80 to 100 hours. And this doesn't include the ongoing annual training requirements which can amount to a minimum of 50 hours per year per person. Or if you want to encourage them to do additional training like Emergency Medical Technician (240 hours), extrication training (20 to 30 hours) and etc. which we certainly would hope that they do.

- So what does this mean in actual numbers?
  - A brand new recruit joining the dept. can take up over 100 hours of our time and they will be expected to put in more than 300 hours of training. We currently have 12 people in recruit status – that equates to 1200 hours of our time and over 3,600 hours of training that has to be completed. Keeping in mind that we are always trying to get people to come together and train in groups to cut down on our time commitment, so maybe we can get that 1200 hours down to 800 say. But we also have to remember that this is a process that just continues to be repeated because you have people joining and leaving the dept. all the time.
- The requirements continue to get more and more burdensome and the ability to meet the requirements continues to get harder and harder. The bottom line is that this affects our ability to put the number of personnel on a scene that is needed with adequate training to do the job.

➤ **WHAT HAVE WE TRIED TO ADDRESS THIS ISSUE OVER THE YEARS**

- Getting current firefighters to be involved in this area. Has been very sporadic and lacked consistency.
  - Not a lot of volunteers looking to go farther in the fire service. And if they are looking to go farther in the fire service it would be at an entry level job which is not the same level or type of training. You need experienced and highly trained personnel to do training.
  - Lack of time to acquire the needed training to do the job and then the time it requires to physically do the job once trained.
  - Lack of consistency in administering the program because people start off with the best of intentions and then something happens and they can't do it anymore. Then you have to start over again.
- Trying to get other training officers to help us out on a part time basis. Have talked to several training officers from other departments over the years as well as retiring firefighters and have not been successful in finding people interested. Most are either already overworked and not looking for more to do or retired and wanting to get out of it.
- Working more hours. I have been trying to just physically put in more hours for the last several years in an effort to keep up with this. In preparing for this presentation I reviewed the hours I worked in 2014, 2015 and 2016. In 2014 I averaged a 49 hour work week, In 2015 I averaged 51 hours and so far this year I have averaged 50 hours per week. And to be perfectly honest, because I'm filling so many roles, all I'm doing is keeping my head above water. I go home every night with a feeling that there is so much more work that I need to get done I'm not sure I should be going home. I certainly don't want to come across in such a way that it sounds like I'm complaining,

because I'm not. I like what I'm doing, but I think it's important that people understand what my day might look like. I take care of the administrative duties, but I am also called on to take care of training duties, the public when they walk in or call with questions, to respond to emergency calls at a moment's notice, to handle an issue for one of the firefighters if they need me to, to handle a fire code issue when one arises and etc. Again, I don't want to sound like I'm complaining, I just want to share the difficulty in getting things accomplished with our current staffing. Because I work with the public as well as volunteers I can't just say I'm not available and expect my efforts to be productive. And when we have an emergency call then it doesn't matter what I'm doing, I have to stop immediately and go to that.

- So with that in mind you have to understand that on any given day I might have to stop what I'm doing to take care of someone or something else completely unexpectedly. And so if I get interrupted 6 or 8 times a day with each interruption taking anywhere from 20 minutes to an hour or more, you can imagine how hard it is to get much else done.

#### ➤ **WHAT DOES PAST GROWTH LOOK LIKE**

- 1960's first full time chief
- 1970's 1 FTE, approx. 160 calls / fire dept. and building code enforcement
- 1980's 2 FTE's, / eventually building code enforcement moved to public works
- 2016 2 FTE's / 500 plus calls a year / increased turnover and training requirements and etc.

#### ➤ **WHAT WILL AN ADDITIONAL CAPTAIN DO FOR US**

- Give us an additional emergency response person
- Help ensure one person coverage
- Oversee 1,000's of hours of recruit training
- Hold recruits and firefighter's accountable to training requirements
- Oversee 100' of hours of annual ongoing training requirements
- Coordinate with other departments to leverage our training abilities
- Provide alternative training opportunities to meet the needs of our firefighters and their schedules
- Provide follow up training opportunities and accountability for firefighter's who can't attend a required drill
- Complete development of our Emergency Medical personnel program
- Expand our public education program to adults of all ages
- Develop a cadet program so when people join at 18 they are mostly trained
- Develop a Fire Corps program that would involve members of the public
- Develop a fire department auxiliary program

➤ **WHAT WILL THIS COST US**

- I have worked up preliminary numbers of \$99,050 to staff this position
- Currently submitted as a current expense line item, but could be split 75/25 like George with the EMS fund. This would have the possibility of having a negative impact on that fund over time and could only be sustained on a temporary basis.

**In SUMMARY:**

- **I don't bring this before you lightly**
- **We have been making the current staffing work for 26 years but we are reaching the tipping point**
- **Our requirements have increased tremendously over the years as well as our emergency response needs**
- **We need to implement changes now because it can take a while for those changes to have an affect**
- **If we can't keep the current way of providing services viable through volunteer efforts then in the end it will cost us even more money because we will have to hire full time employees to do the job**

**ANY QUESTIONS**

**RESOLUTION NO. 2016-37**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
DECLARING CERTAIN CITY PROPERTY AS SURPLUS AND AUTHORIZING  
DISPOSAL BY PUBLIC AUCTION, SALE OR TRADE**

**WHEREAS**, City Hall has a 2005 Sharp AR-M55OU Copier that has outlived its useful life and is no longer needed for the conduct of City business; and,

**WHEREAS**, the City Council has determined that it is in the best interest of the City that the foregoing described copier declared surplus and disposed of;

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

Section 1. The 2005 Sharp AR-M55OU Copier is hereby declared to be surplus.

Section 2. City staff is authorized to dispose of the copier described in section 1 of this resolution by public auction, sale or trade-in.

Section 3. The City Administrator is authorized to establish a minimum sale/trade-in price that reflects a fair market value of the surplus copier as deemed necessary to protect the City's interests.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on September 27, 2016.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 2016-39**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL COOPERATIVE  
AGREEMENT BETWEEN THE GRANDVIEW SCHOOL DISTRICT AND  
THE CITY OF GRANDVIEW REGARDING SUPERVISED AFTERSCHOOL  
ACTIVITIES FOR STUDENTS**

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

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

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

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

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on September 27, 2016.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

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

**SECTION 1. PARTIES**

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

**SECTION 2. RECITALS**

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

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

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

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

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

**SECTION 3. TERMS AND CONDITIONS**

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

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

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

3.2 The District shall reimburse the City for expenses incurred as a result of said programs. For the 2015, 2016, and 2017 calendar years, the District will be invoiced \$5,000 in January and \$3,000 in September for a total of \$8,000 annually to provide professional services for the Frenzy Friday program. For the 2015, 2016, and 2017 calendar years, the District will be invoiced \$10,000 annually in January to provide professional services for the Youth Drop-In After School program. Future years will be negotiated with the School District Superintendent and the City Administrator. In the event the terms of agreement encompassed in such letter agreements are materially different than those agreed to in the past or require the unreimbursed expenditure of City funds, said agreements shall be presented to the City Council of the City of Grandview for review and approval prior to signature by the City Administrator. Once signed, the letter agreements shall be subject to all terms and conditions set forth herein.

#### **SECTION 4. INDEMNIFICATION**

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

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

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

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

4.5 This section shall survive termination of this Agreement.

#### **SECTION 5. INSURANCE**

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

**SECTION 6. TERMINATION**

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

**SECTION 7. DISPUTE RESOLUTION**

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

**SECTION 8. THIRD PARTY BENEFICIARIES**

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

**SECTION 9. INTEGRATED AGREEMENT/AMENDMENT**

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

**SECTION 10. GENERAL PROVISIONS**

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

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

IN WITNESS WHEREOF, the parties hereto have executed this agreement this 27<sup>th</sup> day of September, 2016.

**GRANDVIEW SCHOOL DISTRICT**

**CITY OF GRANDVIEW**

\_\_\_\_\_  
Superintendent, Grandview School District

\_\_\_\_\_  
Mayor Norm Childress

Attest:

\_\_\_\_\_  
Anita Palacios, City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

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

**ITEM TITLE**

Ordinance No. 2016-15 amending the 2016 Annual Budget

**AGENDA NO.:** Active 6(B)

**AGENDA DATE:** September 27, 2016

**VISION 2021**

**MISSION - ...to create a FINANCIALLY SUSTAINABLE CITY**

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

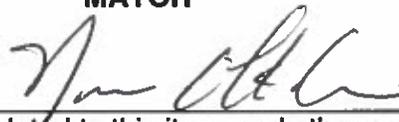
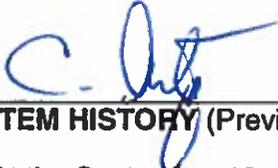
**DEPARTMENT DIRECTOR REVIEW**

Matthew Cordray, City Treasurer



**CITY ADMINISTRATOR**

**MAYOR**



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

At the September 13, 2016 Committee-of-the-Whole meeting, Police Chief Kal Fuller gave a presentation regarding the Bulletproof Vest Grant Program. He stated that an application for new vests was submitted in May of 2016 and the City was approved for the grant funds on September 2, 2016. To take advantage of the grant, the City needs to expend the funds by October 30, 2016, thus the need for the budget amendment this year. The total costs for the vests are estimated at \$28,825. Of this amount, the City will be reimbursed an estimated \$22,400 in 2017, thus costing the City a total of \$6,500 for 25 vests. The C.O.W. directed staff to provide a budget amendment for these vests at the next Council meeting on September 27, 2016.

Ordinance No. 2016-15 attached provides for the amending of the 2016 Annual Budget to accommodate the changes in sources and uses.

**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.

By Fund the highlights of the budget changes are:

**CURRENT EXPENSE FUND:** Appropriations for patrol vests results in a decrease to Estimated Ending Fund Balance.

**ACTION PROPOSED**

Move approval of Ordinance No. 2016-15 amending the 2016 Annual Budget.

**ORDINANCE NO. 2016-15**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE 2016 ANNUAL BUDGET**

**WHEREAS**, the original 2016 estimated beginning fund balances and revenues in numerous funds do not reflect available budget sources; and

**WHEREAS**, there are necessary and desired changes in uses and expenditure levels in numerous 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 2016 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 September 27, 2016.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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

**APPROVED AS TO FORM:**

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

**PUBLICATION: 9/28/16**  
**EFFECTIVE: 10/3/16**

**Exhibit A - Ordinance No. 2016-15**

<b>Beginning Balance</b>	<b>Estimated Revenues</b>	<b>Appropriated Expenditures</b>	<b>Ending Balance</b>	<b>Budget Total</b>
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<b>Current Expense Fund</b>					
<b>Original 2016 Budget</b>	1,863,025	5,097,890	5,931,420	1,029,495	6,960,915
<b>Amendment Amount</b>	-	-	28,825	(28,825)	-
<b>Amended Total</b>	1,863,025	5,097,890	5,960,245	1,000,670	6,960,915

**ORDINANCE NO. 2016-16**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE CHAPTER 15.04 BUILDING CODE TO  
ADOPT THE 2015 EDITION OF THE INTERNATIONAL BUILDING CODE**

**WHEREAS**, the State of Washington Building Code Council has pursuant to Chapter 19.27 of the Revised Code of Washington adopted the 2015 Edition of the International Building Code, published by the International Code Council, with certain amendments, at Washington Administrative Code 51-50-003; and

**WHEREAS**, the City of Grandview has adopted the 2012 Edition of the International Building Code in Chapter 15.04 of the Grandview Municipal Code; and

**WHEREAS**, the City Council of the City of Grandview finds and determines that amending Chapter 15.04 of the Grandview Municipal Code to adopt the 2015 Edition of the International Building Code is in the best interest of the residents of the City of Grandview and will promote the health, safety and welfare;

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

SECTION 1. Grandview Municipal Code Chapter 15.04 Building Code, which reads as follows:

**Chapter 15.04  
BUILDING CODE**

Sections:

- 15.04.010 Adopted.
- 15.04.015 Officer designated.
- 15.04.020 Future amendments and additions.
- 15.04.025 International Residential Code.
- 15.04.030 Violation – Enforcement – Penalties.

15.04.010 Adopted.

The International Building Code, 2012 Edition, published by the International Code Council, including Appendix E as adopted by the Washington State Building Code Council in WAC 51-50-003, is hereby adopted in its entirety by the city as its building code, and the code is incorporated herein by reference, except as follows:

Section 101.1 shall read:

Title.

These regulations shall be known as the Building Code of The City of Grandview, hereinafter referred to as "this code."

Section 105.2 shall read:

Work exempt from permit.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Oil derricks.
2. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
3. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
4. Sidewalks not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
6. Temporary motion picture, television and theater stage sets and scenery.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
9. Swings and other playground equipment accessory to detached one- and two-family dwellings.
10. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R-3 and U occupancies.
11. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Section 1612.3 shall read:

**Establishment of flood hazard areas.**

To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for The City of Grandview" dated November 18, 2009, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

Section 3412.2 shall read:

Structures existing prior to 7-1-2010, in which there is work involving additions, alterations or changes of occupancy shall be made to comply with the requirements of this section or the provisions of Sections 3403 through 3409. The provisions in Sections 3412.2.1 through 3412.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, S and U. These provisions shall not apply to buildings with occupancies in Group H or I.

**15.04.015 Officer designated.**

The City of Grandview Code Enforcement Officer is designated to exercise the process as specified in this chapter.

**15.04.020 Future amendments and additions.**

All future amendments and additions to the 2012 Edition of the International Building Code and standards, when printed and a copy thereof has been filed with the appropriate department, shall be considered and accepted as amendments and additions to this chapter.

**15.04.025 International Residential Code.**

The International Residential Code promulgated by the International Code Council (ICC), as adopted by the State Building Code Council in Chapter 51-51 WAC, is hereby adopted by the city as its building code, and the code is incorporated herein by reference, except as follows:

A. Section R101.1 shall read:

Title.

These provisions shall be known as the Residential Code for One- and Two-family Dwellings of The City of Grandview, and shall be cited as such and will be

referred to herein as “this code.”

B. Table R301.2(1) shall read:

GROUND SNOW LOAD 30 psf,  
WIND DESIGN SPEED 85 mph (3 second gust).  
SEISMIC DESIGN CATEGORY C  
WINTER DESIGN TEMP 28 DEGREES,  
NO ICE BARRIER UNDERLAYMENT REQUIRED,  
NO FLOOD HAZARD AREAS,  
Frost line depth 18 INCHES

C. Section R-105 of the IRC is hereby amended to require that building permits are required for all buildings, including buildings under 120 square feet.

1. Buildings under 120 square feet shall require a no-fee building permit.
2. Buildings above 120 square feet shall require a fee building permit.
3. All such accessory buildings shall meet the following requirements:
  - a. An accessory building cannot be closer to any lot line than normally required for that particular zone.
  - b. An accessory building cannot be located closer to the existing residence than 10 feet.
  - c. An accessory building cannot exceed 15 feet, zero inches in height and cannot be more than one story.
  - d. The building cannot exceed 25 percent of the area of the rear yard and may not, when added to the structure, exceed the city’s total lot coverage requirements.

15.04.030 Violation – Enforcement – Penalties.

Violations of this chapter shall be enforced and penalties imposed in accordance with Chapter 15.72 GMC

**is hereby amended to read as follows:**

**Chapter 15.04  
BUILDING CODE**

**Sections:**

- 15.04.010 Adopted.
- 15.04.015 Officer designated.
- 15.04.020 Future amendments and additions.
- 15.04.025 International Residential Code.
- 15.04.030 Violation – Enforcement – Penalties.

**15.04.010 Adopted.**

The International Building Code, 2015 Edition, published by the International Code Council, including Appendix E as adopted by the Washington State Building Code Council in WAC 51-50-003, is hereby adopted in its entirety by the city as its building code, and the code is incorporated herein by reference, except as follows:

Section 101.1 shall read:

Title:

These regulations shall be known as the Building Code of The City of Grandview, hereinafter referred to as “this code.”

Section 105.2 shall read:

Work exempt from permit.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. Oil derricks.
2. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.
3. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
4. Sidewalks not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.
5. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

6. Temporary motion picture, television and theater stage sets and scenery.
7. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
8. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
9. Swings and other playground equipment accessory to detached one- and two-family dwellings.
10. Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from the exterior wall and do not require additional support of Groups R-3 and U occupancies.
11. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Section 1612.3 shall read:

**Establishment of flood hazard areas.**

To establish flood hazard areas, the applicable governing authority shall adopt a flood hazard map and supporting data. The flood hazard map shall include, at a minimum, areas of special flood hazard as identified by the Federal Emergency Management Agency in an engineering report entitled "The Flood Insurance Study for The City of Grandview" dated November 18, 2009, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto. The adopted flood hazard map and supporting data are hereby adopted by reference and declared to be part of this section.

Section 3412.2 shall read:

Structures existing prior to 7-1-2010, in which there is work involving additions, alterations or changes of occupancy shall be made to comply with the requirements of this section or the provisions of Sections 3403 through 3409. The provisions in Sections 3412.2.1 through 3412.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, S and U. These provisions shall not apply to buildings with occupancies in Group H or I.

**15.04.015 Officer designated.**

The City of Grandview Code Enforcement Officer is designated to exercise the process

as specified in this chapter.

**15.04.020 Future amendments and additions.**

All future amendments and additions to the 2015 Edition of the International Building Code and standards, when printed and a copy thereof has been filed with the appropriate department, shall be considered and accepted as amendments and additions to this chapter.

**15.04.025 International Residential Code.**

The International Residential Code promulgated by the International Code Council (ICC), as adopted by the State Building Code Council in Chapter 51-51 WAC, is hereby adopted by the city as its building code, and the code is incorporated herein by reference, except as follows:

**A. Section R101.1 shall read:**

Title.

These provisions shall be known as the Residential Code for One- and Two-family Dwellings of The City of Grandview, and shall be cited as such and will be referred to herein as "this code."

**B. Table R301.2(1) shall read:**

GROUND SNOW LOAD 30 psf,  
WIND DESIGN SPEED 85 mph (3 second gust).  
SEISMIC DESIGN CATEGORY C  
WINTER DESIGN TEMP 28 DEGREES,  
NO ICE BARRIER UNDERLAYMENT REQUIRED,  
NO FLOOD HAZARD AREAS,  
Frost line depth 18 INCHES

**C. Section R-105 of the IRC is hereby amended to require that building permits are required for all buildings, including buildings under 120 square feet.**

1. Buildings under 120 square feet shall require a no-fee building permit.
2. Buildings above 120 square feet shall require a fee building permit.
3. All such accessory buildings shall meet the following requirements:
  - a. An accessory building cannot be closer to any lot line than normally required for that particular zone.
  - b. An accessory building cannot be located closer to the existing residence than 10 feet.

c. An accessory building cannot exceed 15 feet, zero inches in height and cannot be more than one story.

d. The building cannot exceed 25 percent of the area of the rear yard and may not, when added to the structure, exceed the city's total lot coverage requirements.

**15.04.030 Violation – Enforcement – Penalties.**

Violations of this chapter shall be enforced and penalties imposed in accordance with Chapter 15.72 GMC

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

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on September 27, 2016.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLICATION: 9/28/16**

**EFFECTIVE: 10/3/16**

**ORDINANCE NO. 2016-17**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE CHAPTER 15.08 PLUMBING CODE  
TO ADOPT THE 2015 EDITION OF THE UNIFORM PLUMBING CODE**

**WHEREAS**, the State of Washington has pursuant to Chapter 19.27 of the Revised Code of Washington adopted portions of the 2015 Edition of the Uniform Plumbing Code published by the International Association of Plumbing and Mechanical Officials with some amendments at Washington Administrative Code 51-56-003; and,

**WHEREAS**, the City of Grandview previously adopted by reference the 2012 Edition of the Uniform Plumbing Code at Chapter 15.08 of the Grandview Municipal Code; and

**WHEREAS**, the City Council of the City of Grandview finds and determines that adopting those portions of 2015 Edition of the Uniform Plumbing Code, with amendments, as adopted as the State Building Code in Chapter 51-56 WAC to be in the best interest of the residents of the City of Grandview and will promote the general health, safety and welfare;

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

SECTION 1. Grandview Municipal Code Chapter 15.08 Plumbing Code, which reads as follows:

**Chapter 15.08  
PLUMBING CODE**

Sections:

- 15.08.010 Adopted.
- 15.08.020 Future amendments and additions.
- 15.08.030 Violation – Enforcement – Penalties.

15.08.010 Adopted.

The Uniform Plumbing Code, 2012 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended by the Washington State Building Code Council and published as Chapter 51-56 WAC, is hereby adopted by the city as its plumbing code, including the 2012 fee schedule, and said code is hereby incorporated in this chapter by reference; provided, that any provisions of such code affecting sewers or fuel gas piping are not adopted.

15.08.020 Future amendments and additions.

All future amendments and additions to the 2012 Edition of the Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, when printed and a copy thereof has been filed with the appropriate department, shall be considered and

accepted as amendments and additions to this chapter.

15.08.030 Violation – Enforcement – Penalties.

Violations of this chapter shall be enforced and penalties imposed in accordance with Chapter 15.72 GMC.

*is hereby amended to read as follows:*

**Chapter 15.08  
PLUMBING CODE**

Sections:

- 15.08.010 Adopted.
- 15.08.020 Future amendments and additions.
- 15.08.030 Violation – Enforcement – Penalties.

15.08.010 Adopted.

The Uniform Plumbing Code, 2015 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended by the Washington State Building Code Council and published as Chapter 51-56 WAC, is hereby adopted by the city as its plumbing code, including the 2015 fee schedule, and said code is hereby incorporated in this chapter by reference; provided, that any provisions of such code affecting sewers or fuel gas piping are not adopted.

15.08.020 Future amendments and additions.

All future amendments and additions to the 2015 Edition of the Uniform Plumbing Code of the International Association of Plumbing and Mechanical Officials, when printed and a copy thereof has been filed with the appropriate department, shall be considered and accepted as amendments and additions to this chapter.

15.08.030 Violation – Enforcement – Penalties.

Violations of this chapter shall be enforced and penalties imposed in accordance with Chapter 15.72 GMC.

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

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on September 27, 2016.

**MAYOR**

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**ATTEST:**

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**CITY CLERK**

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**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

**PUBLICATION: 9/28/16**

**EFFECTIVE: 10/3/16**

**ORDINANCE NO. 2016-18**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE CHAPTER 15.12  
MECHANICAL CODE TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL  
MECHANICAL CODE AND INTERNATIONAL FUEL GAS CODE**

**WHEREAS**, the State of Washington Building Code Council has pursuant to Chapter 19.27 of the Revised Code of Washington adopted the 2015 Edition of the International Mechanical Code and the International Fuel Gas Code, published by the International Code Council, with certain amendments, at Washington Administrative Code 51-52-003; and

**WHEREAS**, the City of Grandview, Washington, has adopted the 2012 Edition of the International Mechanical Code in Chapter 15.12 of the Grandview Municipal Code; and

**WHEREAS**, the City Council of the City of Grandview finds and determines that amending Chapter 15.12 of the Grandview Municipal Code to adopt the 2015 Edition of the International Mechanical Code is in the best interest of the residents of the City of Grandview and will promote the health, safety and welfare,

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

SECTION 1. Grandview Municipal Code Chapter 15.12 Mechanical Code, which reads as follows:

**Chapter 15.12  
MECHANICAL CODE**

Sections:

- 15.12.010 Adopted.
- 15.12.020 Future amendments and additions.
- 15.12.030 Violation – Enforcement – Penalties.

15.12.010 Adopted.

The International Mechanical Code, and the International Fuel Gas Code, 2012 Edition, published by the International Code Council, as amended by the Washington State Building Code Council and published as Chapter 51-52 WAC, are hereby adopted by the city in their entirety as its mechanical code and the code is incorporated in this chapter by reference; except as follows:

The standards for liquefied petroleum gas installation shall be the 2004 NFPA 58 (storage and handling of liquefied petroleum gases) and the 2006 Edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code).

49

Section 101.1 shall read:

Title.

These regulations shall be known as the Mechanical Code of the City of Grandview, hereinafter referred to as "this code."

Section 106.5.2 shall read:

Fee schedule.

The fees for mechanical work shall be as indicated in the Grandview Municipal Code 15.70.020 Exhibit C Table No. 3-A.

Section 106.5.3 shall read:

Fee refunds.

The code official shall authorize the refunding of fees as follows.

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 50 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 50 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 108.4 shall read:

Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be punished as set forth in GMC 15.72.010.

Section 108.5 shall read:

Stop work orders.

Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than \$200 dollars or more than \$500 dollars.

**15.12.020 Future amendments and additions.**

All future amendments and additions to the 2012 Edition of the International Mechanical Code adopted in GMC 15.12.010, when printed and a copy thereof has been filed with the appropriate department, shall be considered and accepted as amendments and additions to this chapter.

**15.12.030 Violation – Enforcement – Penalties.**

Violations of this chapter shall be enforced and penalties imposed in accordance with Chapter 15.72 GMC.

***is hereby amended to read as follows:***

**Chapter 15.12  
MECHANICAL CODE**

**Sections:**

- 15.12.010 Adopted.
- 15.12.020 Future amendments and additions.
- 15.12.030 Violation – Enforcement – Penalties.

**15.12.010 Adopted.**

The International Mechanical Code, and the International Fuel Gas Code, 2015 Edition, published by the International Code Council, as amended by the Washington State Building Code Council and published as Chapter 51-52 WAC, are hereby adopted by the city in their entirety as its mechanical code and the code is incorporated in this chapter by reference; except as follows:

The standards for liquefied petroleum gas installation shall be the 2004 NFPA 58 (storage and handling of liquefied petroleum gases) and the 2006 Edition of ANSI Z223.1/NFPA 54 (National Fuel Gas Code).

Section 101.1 shall read:

Title.

51

These regulations shall be known as the Mechanical Code of the City of Grandview, hereinafter referred to as "this code."

Section 106.5.2 shall read:

Fee schedule.

The fees for mechanical work shall be as indicated in the Grandview Municipal Code 15.70.020 Exhibit C Table No. 3-A.

Section 106.5.3 shall read:

Fee refunds.

The code official shall authorize the refunding of fees as follows.

1. The full amount of any fee paid hereunder which was erroneously paid or collected.
2. Not more than 50 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.
3. Not more than 50 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

The code official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee not later than 180 days after the date of fee payment.

Section 108.4 shall read:

Violation penalties.

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter or repair mechanical work in violation of the approved construction documents or directive of the code official, or of a permit or certificate issued under the provisions of this code, shall be punished as set forth in GMC 15.72.010.

Section 108.5 shall read:

Stop work orders.

Upon notice from the code official that mechanical work is being done contrary to

the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue any work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine of not less than \$200 dollars or more than \$500 dollars.

**15.12.020 Future amendments and additions.**

All future amendments and additions to the 2015 Edition of the International Mechanical Code adopted in GMC 15.12.010, when printed and a copy thereof has been filed with the appropriate department, shall be considered and accepted as amendments and additions to this chapter.

**15.12.030 Violation – Enforcement – Penalties.**

Violations of this chapter shall be enforced and penalties imposed in accordance with Chapter 15.72 GMC.

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

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on September 27, 2016.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLICATION: 9/28/16**

**EFFECTIVE: 10/3/16**

**ORDINANCE NO. 2016-19**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE CHAPTER 15.52 ENERGY CODE  
TO ADOPT THE 2015 EDITION OF THE INTERNATIONAL  
ENERGY CONSERVATION CODE**

**WHEREAS**, the State Building Code Council has adopted the 2015 International Energy Conservation Code at Chapters 51-11C and 51-11R of the Washington Administrative Code; and,

**WHEREAS**, the City Council of the City of Grandview finds and determines that amending Chapter 15.52 of the Grandview Municipal Code to adopt the 2015 International Energy Conservation Code is in the best interest of the residents of the City of Grandview and will promote the health, safety and welfare;

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

**SECTION 1.** Grandview Municipal Code Chapter 15.52 Energy Code, which reads as follows:

**Chapter 15.52  
ENERGY CODE**

Sections:

- 15.52.010 Adopted.
- 15.52.020 Future amendments and additions.
- 15.52.030 Violation – Enforcement – Penalties.

15.52.010 Adopted.

The 2012 International Energy Conservation Code as amended and incorporated in Chapters 51-11C and 51-11R WAC is hereby adopted by the city as its energy code and said code is incorporated in this chapter by reference.

15.52.020 Future amendments and additions.

All future amendments and additions to the 2012 International Energy Conservation Code of the state of Washington by the State Building Code Council, when printed and one copy thereof has been filed with the appropriate department, shall be considered and accepted as amendments and additions to this chapter.

15.52.030 Violation – Enforcement – Penalties.

Violations of this chapter shall be enforced and penalties imposed in accordance with Chapter 15.72 GMC.

*is hereby amended to read as follows:*

**Chapter 15.52  
ENERGY CODE**

**Sections:**

- 15.52.010 Adopted.
- 15.52.020 Future amendments and additions.
- 15.52.030 Violation – Enforcement – Penalties.

**15.52.010 Adopted.**

The **2015** International Energy Conservation Code as amended and incorporated in Chapters 51-11C and 51-11R WAC is hereby adopted by the city as its energy code and said code is incorporated in this chapter by reference.

**15.52.020 Future amendments and additions.**

All future amendments and additions to the **2015** International Energy Conservation Code of the state of Washington by the State Building Code Council, when printed and one copy thereof has been filed with the appropriate department, shall be considered and accepted as amendments and additions to this chapter.

**15.52.030 Violation – Enforcement – Penalties.**

Violations of this chapter shall be enforced and penalties imposed in accordance with Chapter 15.72 GMC.

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

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on September 27, 2016.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

PUBLICATION: 9/28/16  
EFFECTIVE: 10/3/16

55

**RESOLUTION NO. 2016-40**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE CITY OF GRANDVIEW AND THE PORT OF GRANDVIEW**

**WHEREAS**, the City of Grandview and the Port of Grandview have negotiated a Memorandum of Understanding to jointly obtain grant funds from the Washington State Department of Commerce to assist with the cost of preparing an Environmental Impact Statement or conducting an environmental analysis that advances environmental permitting activities in and around current and future large manufacturing sites and other key economic growth sections; and

**WHEREAS**, the parties have come to an agreement which has been reduced to writing; and

**WHEREAS**, the approval of said agreement is in the best interest of the citizens of the City of Grandview,

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

The Mayor is hereby authorized to sign the Memorandum of Understanding by and between the City of Grandview and the Port of Grandview, a copy of which is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on September 27, 2016.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

56

**MEMORANDUM OF UNDERSTANDING**

**Between**

**The City of Grandview**

**and**

**The Port of Grandview**

**WHEREAS** the Washington State Department of Commerce has invited Cities and Counties in Eastern Washington to apply for grant funds to assist with the cost of preparing an Environmental Impact Statement (EIS) or conducting an environmental analysis that advances environmental permitting activities in and around current and future large manufacturing sites and other key economic growth sectors, and

**WHEREAS** the proposal must support a large manufacturing site or fit within one of the following key economic growth sectors: aerospace, agriculture and food manufacturing, clean technology, forest products, information and communication technology, life science/global health, maritime, military and defense, and

**WHEREAS** The City and Port of Grandview are located in the most productive agricultural area in the State of Washington and

**WHEREAS** The City and Port of Grandview have a long history of co-operating with the agricultural and food processing industries and desire to apply for said grant to develop additional shovel-ready food processing and agricultural manufacturing sites,

**NOW THEREFORE** the Council of The City of Grandview (City) and the Board of Commissioners of The Port of Grandview (Port) hereby enter into this Memorandum of Understanding to jointly obtain grant funds from the Washington State Department of Commerce to assist with the cost of preparing an Environmental Impact Statement (EIS) or conducting an environmental analysis that advances environmental permitting activities in and around current and future large manufacturing sites and other key economic growth sectors, and if funded, develop additional shovel-ready food processing and agricultural manufacturing sites on Yakima County Assessor Parcels No. 230910-31004, 230910-31003 and 230910-33001, as shown on Attachment "A", hereafter referred to as the "Project"

**The project cost is estimated as :**

Site Certification.....	\$39,000
Planning .....	\$12,000
Engineering, plans, survey, geotech, environmental etc.....	\$35,000
Grant Administration.....	\$ 5,000
Contingencies.....	<u>\$ 9,000</u>
<b>Total Project Cost .....</b>	<b><u>\$100,000</u></b>

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1. The Project shall consist of:
  - a. Preparation of a petition and other documentation required for the annexation of Parcel 230910-33001 into the City of Grandview
  - b. Preparation of a QuickSite SEPA review and other required documentation for Parcel 230910-33001
  - c. Preparation of Binding Site Plans for parcels 230910-31004, 230910-31003 and 230910-33001, including other necessary documentation and plans
  - d. Submission of documentation, drawings, maps and other information required for Site Certification for parcels 230910-31004, 230910-31003 and 230910-33001 and for the re-certification of the Byam Business Park,
2. Under the direction of the Port:
  - a. the Annexation and QuickSite SEPA's will be conducted by the Port's Planning Consultant, G R Dohrn & Associates of Spokane,
  - b. the Binding Site Plans, survey, mapping, environmental reviews, geotech, soils and other related information will be provided by the Port's engineering consultant, J-U-B Engineers of Kennewick,
  - c. the Site Certifications will be carried out by the Port's site certification consultant, Austin Consulting of Cleveland OH.
  - d. The total cost of the project will be \$100,000.
3. Responsibilities of the City and the Port:
  - a. City
    - i. Be the grant applicant and submit one electronic copy (Microsoft Word or PDF) and one original paper copy of the signed grant application for \$ 100,000 by 5:00 pm Oct. 15, 2016  
To: Washington State Department of Commerce  
Attn. William Simpson - 10 N. Post St, Suite 445, Spokane, WA 99201  
[william.simpson@commerce.wa.gov](mailto:william.simpson@commerce.wa.gov)
    - ii. Include the "project" in the City's draft comprehensive plan prior to the submission of the grant application.
    - iii. If funded, be the recipient of grant funds from the Dep't. of commerce and matching funds from the Port
    - iv. Maintain, to the satisfaction of the Dep't. of Commerce, separate accounting records for the "project"
    - v. Execute contracts, task orders and other documents required to retain the engineering, planning and site certification consultants required to carry out the project
    - vi. Disperse funds for work by the consultants following Dep't of Commerce requirements
    - vii. Compile necessary records for the submission of City in-kind match for time and expense incurred by the City on the project

b. Port

- i. The Port at it's own cost shall engage G.R. Dohrn and Associates to prepare an application to the Washington Department of Commerce for a grant to assist with the cost of preparing or conducting an environmental analysis that advances environmental permitting activities in and around current and future large manufacturing sites and other key economic growth sectors, specifically food and agriculture manufacturing.
  - ii. Include the "project" in the Port's draft comprehensive plan prior to the submission of the grant application.
  - iii. Submit an application to Yakima County Development Association by October 5, 2016 to add the "project" to the Comprehensive Economic Development Strategy (CEDS) for Yakima County and Kittitas Counties
  - iv. If funded, the Port will provide \$33,300. cash match, less any City and Port in-kind match, to the City; said funds to be paid as required by City
  - v. Direct the engineering, planning and site certification consultants as required to carry out the project
  - vi. Obtain the consent of the current owner of parcels 230910-31003 and 230910-33001 to conduct work by the consultant on these parcels
  - vii. Provide office space and administrative support for the project and as required by consultants
  - viii. Compile necessary records for the submission of Port in-kind match for time and expense incurred by the Port on the project
4. If selected for funding, City and Port must commit to expediting the contract execution by December 15, 2016.
  5. Project must be complete and grant funds utilized by June 30, 2017.

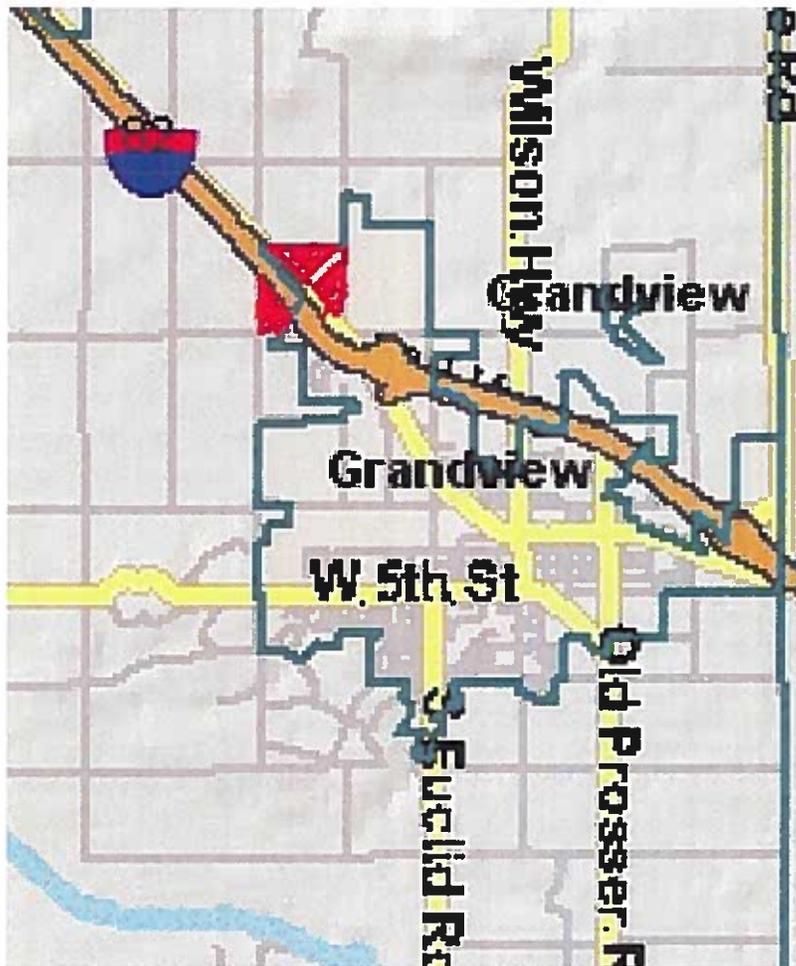
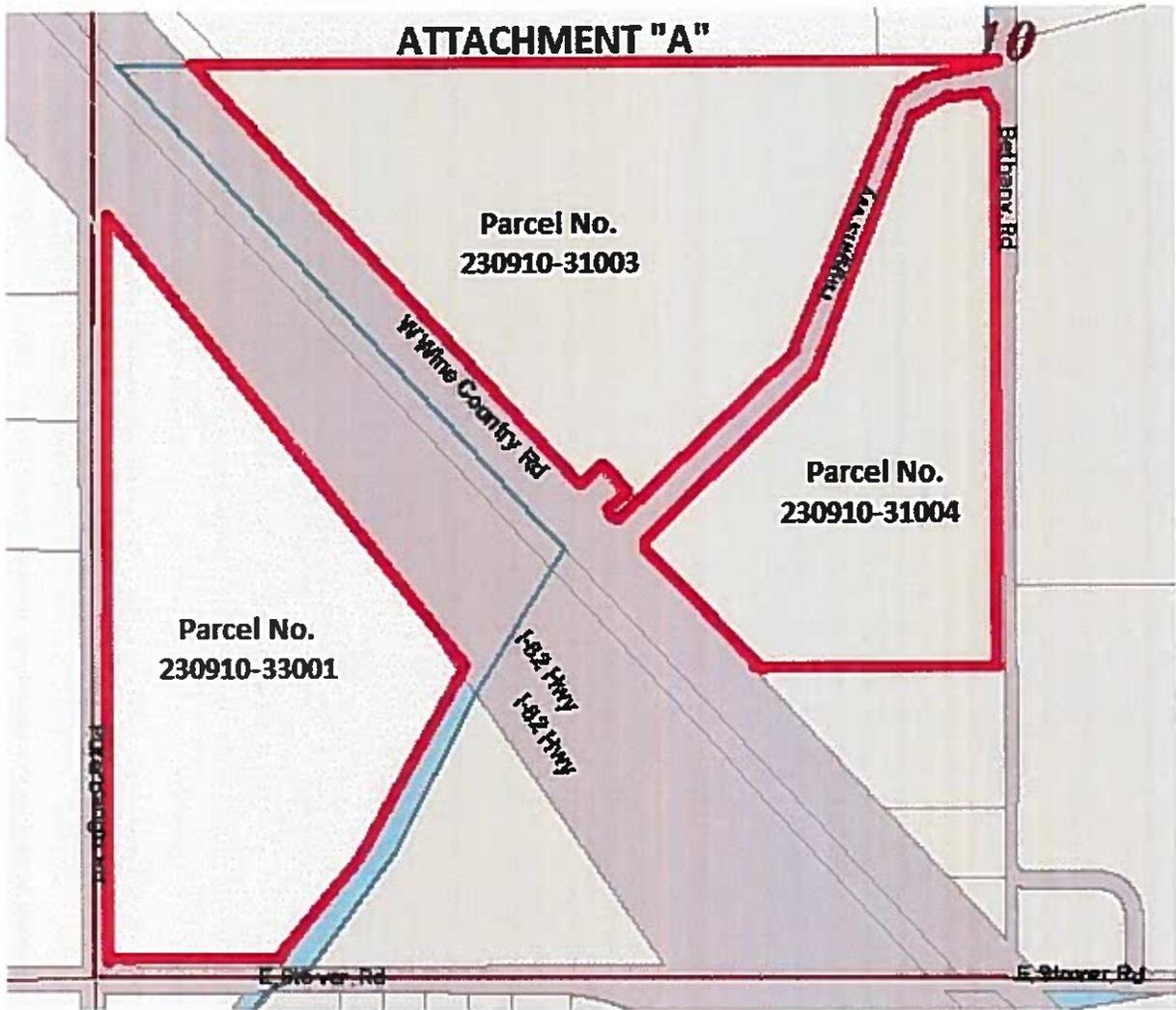
Agreed to this \_\_ day of September 2016

The City of Grandview by Resolution No. \_\_\_\_\_

\_\_\_\_\_  
Norm Childress  
Mayor

The Port of Grandview by Resolution No. 16- \_\_

\_\_\_\_\_  
James Sewell  
President





## Memorandum

**To:** Mayor and Council

**From:** Cus Arteaga, City Administrator/Public Works Director

**Date:** September 14, 2016

**Re:** Critical Area Report

---

Please consider this memorandum as a follow-up to the questions which were asked at the September 13, 2016 Council meeting by Councilmember Brewer, regarding Parcel Nos. 230924-12016, 12017 and 12018 owned by Maria Gloria Mendoza.

The information requested was as follows:

- Who approves building permits?
- Who approves work around critical areas within the City limits?
- Who approves new driveway approaches within the City limits?
- Why was approval given to Parcel Nos. 23024-12016, 12017 and 12018 without mitigating the wetland?
- Who owns the stream that crosses through Parcel Nos. 230924-12018 and 13012? (Parcel No. 230924-13012 is owned by the City of Grandview)

**Building Permits:** GMC 15.04.015 Officer designated, states that the City of Grandview Code Enforcement Officer is designated to exercise the process as specified in the chapter.

**Critical Areas:** GMC 18.04.050 (A) Designation of Responsible Official states that for proposals for which the City is the lead agency, the responsible official shall be the Public Works Director.

**Wetland Definition:** GMC 18.20.425 defines wetlands as "that area inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities, or those wetlands created after July 1, 1990, that were unintentionally created as a result of the construction of a road, street, or highway. However, wetlands may include those artificial wetlands specifically intentionally created from non-wetland areas to mitigate conversion of wetlands."

**Commercial Driveways:** GMC 12.08 states that the Public Works Director approves all street, curbs and driveways which shall be done in accordance with the City of Grandview Construction Standards.

**Development of Parcel Nos. 230924-12016, 12017 and 12018:** Ms. Gloria Mendoza purchased the three parcels from Mr. Terry Ingham during the summer of 2016. As part of the property purchase, she completed her due diligence by investigating all potential problems, such as financial liens on the property and/or any environmental regulations that could prevent her from utilizing the property as she prepared to develop the area.

At the September 13<sup>th</sup> Council meeting, Councilmember Brewer stated that according to his research and information he obtained from Yakima County, Parcel No. 230924-12018 had a "potential wetland" designation. During the discussion, I stated that I wasn't aware of any identified "wetland" on this parcel. In fact, during the early 2000's, Michelle Vasquez with the Department of Ecology visited Grandview as part of the GMA Planning and she determined that this area was not a natural wetland, but a nonregulated, artificial wetland, therefore the City did not need to comply with any of the wetland regulations.

Yakima County does have this parcel marked as a "Potential Wetland" based on aerial photography and GIS mapping. The area in question is not regulated by any regulatory agency other than the City of Grandview. In addition, Parcel No. 230924-13012 is also listed as a "Potential Wetland" on the Yakima County GIS and this parcel is owned by the City which was developed as part of our east entrance project. We have landscaped the area, placed an entrance sign and planted trees which completely improved this area. During the expansion of this area, the City was not required to follow any special regulatory provisions even though the parcel was marked as a "potential wetland" because the City determined it a nonregulated, artificial wetland caused by the result in leakage or seepage of the irrigation system as is Parcel No. 230924-12018.

In my opinion as the Administrative Official of Critical Areas within the City of Grandview, I find that the three parcels in question owned by Ms. Mendoza and the parcel owned by the City are not in violation of any City and/or State wetland regulations. In consultation with the Yakima County Planning Department Environmental and Natural Resources Section and as the Administrative Official of Critical Areas for the City, the potential wetlands on Parcel Nos. 230924-12018 and 13012 have been removed.

In addition, the business activity in question is in compliance with GMC Title 17 Zoning.

**Ownership of the stream that crosses through Parcel Nos. 230924-12018 and 13012:** Yakima County has this stream classified as an "Undetermined Stream". This undetermined stream is shown on the attached map (highlighted yellow) and flows into the SVID lateral. Ms. Mendoza followed due process and contacted the City, Sunnyside Valley Irrigation District and the SVID Drainage and Irrigation Department to determine ownership of the stream and obtain approval to either eliminate and/or pipe that section of the open stream

that had not already been piped. Neither the City nor SVID claimed ownership of the undetermined stream. However, Ms. Mendoza chose to accept my recommendation to pipe that section of the open stream in order to reduce any impacts to the users to the north of Interstate 82. She chose to be a good neighbor and invested her own money to pipe an “undetermined” stream for the betterment of the community.

In closing, this report was completed by contacting the following agencies in order to assure and guarantee to Council that staff did take the appropriate steps in reviewing the improvements to the parcels in question:

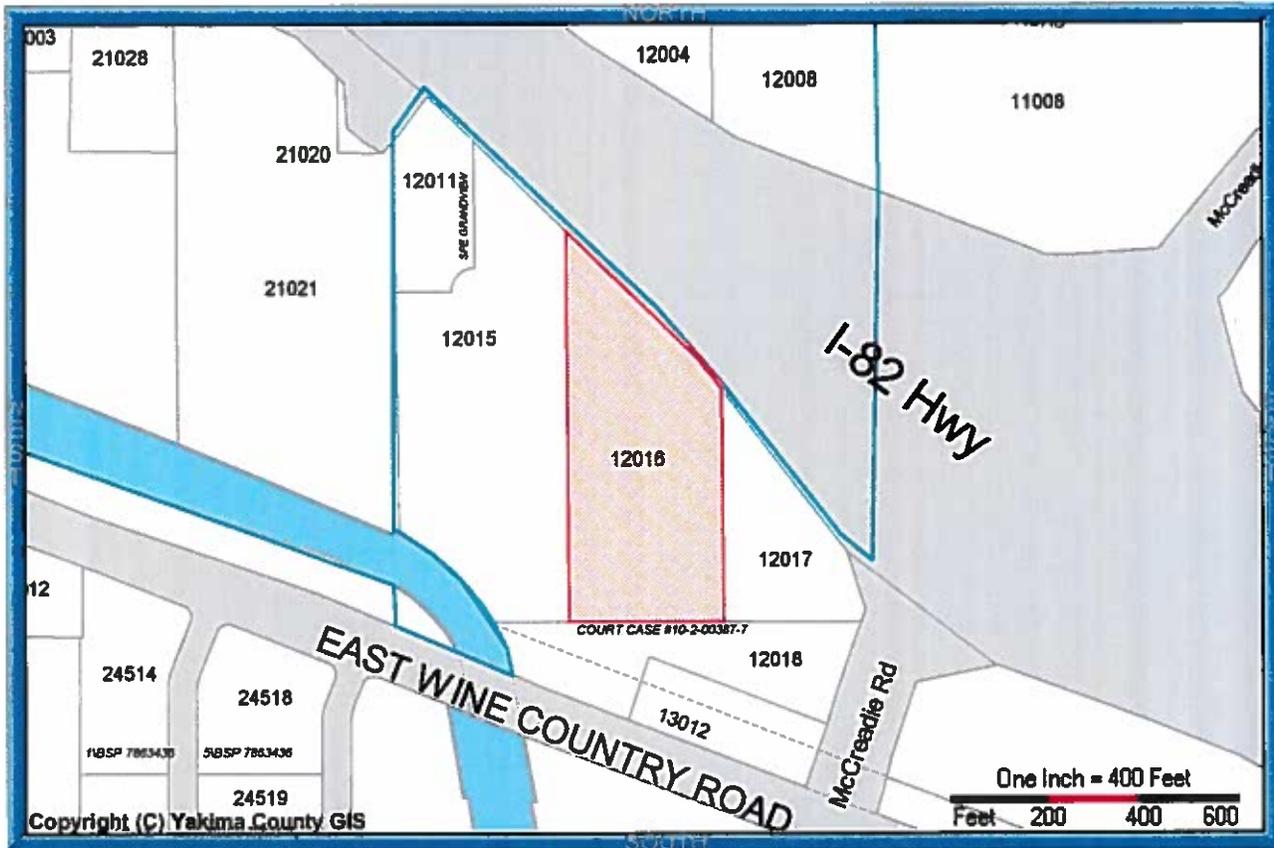
- Contacted HLA Engineering requesting a review of the title report for any potential easements regarding the “undetermined stream”. None were found other than the blanket statement from SVID included on all title reports.
- Contacted Yakima County Planning Department Environmental and Natural Resources Section for clarification on the potential wetland identification.
- Contacted YVCOG Planner for clarification on Critical Area Ordinance wording.
- Contacted the Department of Ecology and Department of Health in order to follow-up with Michelle Vasquez regarding her site visit to Grandview when she reviewed the parcels in question in early 2000. She has retired and no longer working for either.
- Contacted SVID Engineer Ron Cowan to verify the “undetermined stream”.

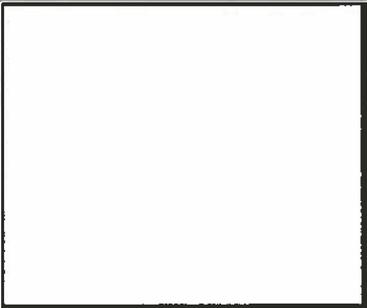
Attached to this memorandum are copies of the following:

- Yakimap.com property information for all parcels in question.
- (2) Yakimap.com aerial photographs, one identifying the potential wetland and undetermined stream on the parcels in question and another with the potential wetland removed.
- Yakimap.com legend for Critical Areas.
- GMC Chapter 18.70.020 Wetlands Designating and mapping.
- GMC Chapter 17.44 C-2 Business District and Chapter 17.42 C-1 Neighborhood Business District
- E-mail from Yakima County Planning Department
- E-mail from HLA
- Title Report

[\[Print Map\]](#) [\[Close Map\]](#)

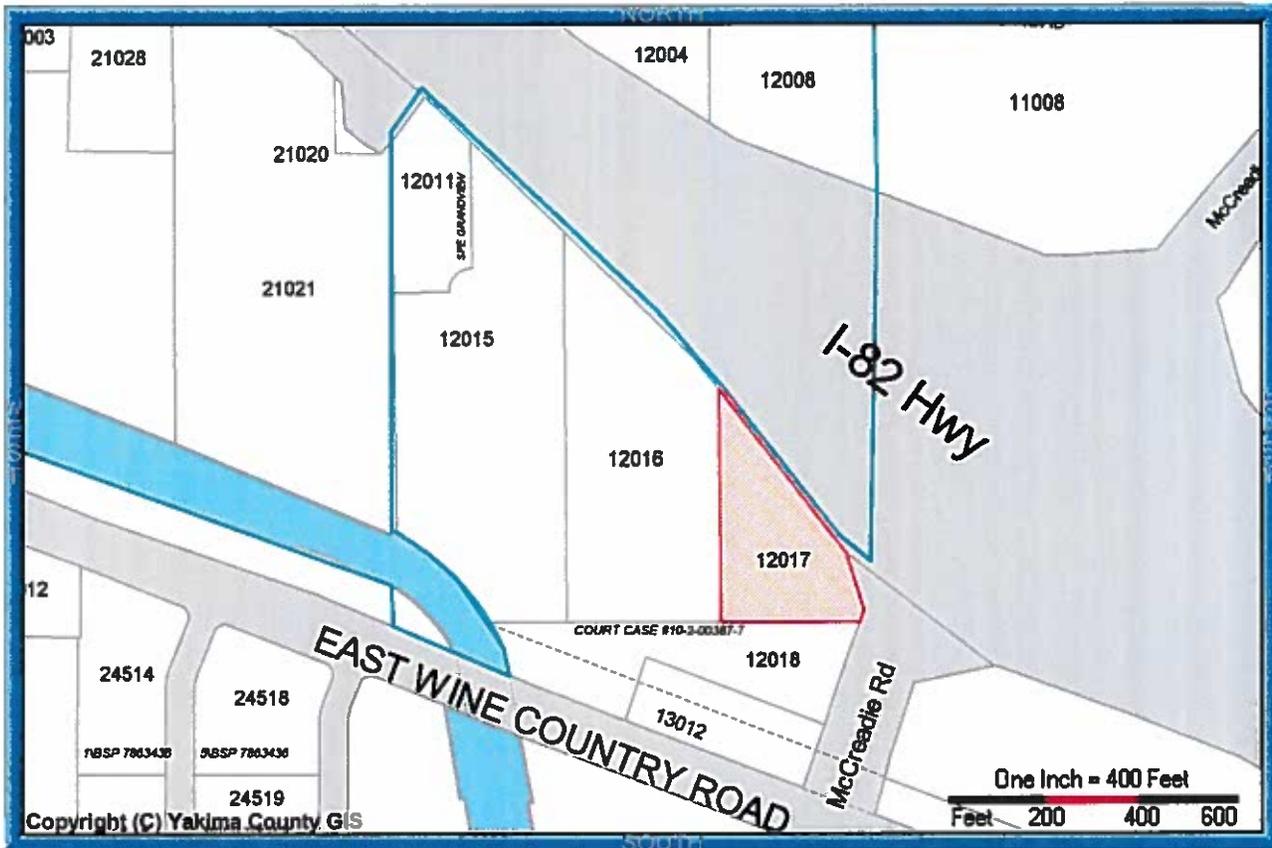
**Yakimap.com**



PROPERTY PHOTO	PROPERTY INFORMATION
	Parcel Address: <b>UNASSIGNED, ,WA</b>
	Parcel Owner(s): <b>MARIA GLORIA MENDOZA</b>
	Parcel Number: <b><u>23092412016</u></b>
	Parcel Size: <b>4.94 Acre(s)</b>
	Property Use: <b>91 Undeveloped Land</b>
	<b>TAX AND ASSESSMENT INFORMATION</b>
Tax Code Area (TCA): <b><u>440</u></b>	Tax Year: <b>2016</b>
Improvement Value: <b>\$0</b>	Land Value: <b>\$107600</b>
Current Use Value: <b>\$0</b>	Current Use Improvement: <b>\$0</b>
New Construction: <b>\$0</b>	Total Assessed Value: <b>\$107600</b>
<b>OVERLAY INFORMATION</b>	
Zoning:	Jurisdiction: <b>Grandview</b>
Urban Growth Area: <b>Grandview</b>	Future Landuse Designation: <b>City Limits (Yakima County Plan 2016)</b>
FEMA: <b>Not in floodplain (X)</b>	FIRM Panel Number: <b>63077C1925D</b>
<b>LOCATION INFORMATION</b>	
+ Latitude: <b>46° 15' 20.985"</b>	+ Longitude: <b>-119° 52' 54.911"</b>
Range: <b>23</b> Township: <b>09</b> Section: <b>24</b>	
Narrative Description: <b>Section 24 Township 09 Range 23 Quarter NE: TH PTN OF FOL DESC PARCEL LY S'LY OF SR 82: BEG 360 FT E OF NW COR OF NE1/4, TH S 1320 FT M/L TO S LN OF N1/2 OF NE1/4, TH E 323.M/L TO N LN OF SD SEC, TH W 323.6 FT TO PT OF BEG</b>	
<b>DISCLAIMER</b>	
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION	

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[Print Map](#) [Close Map](#)

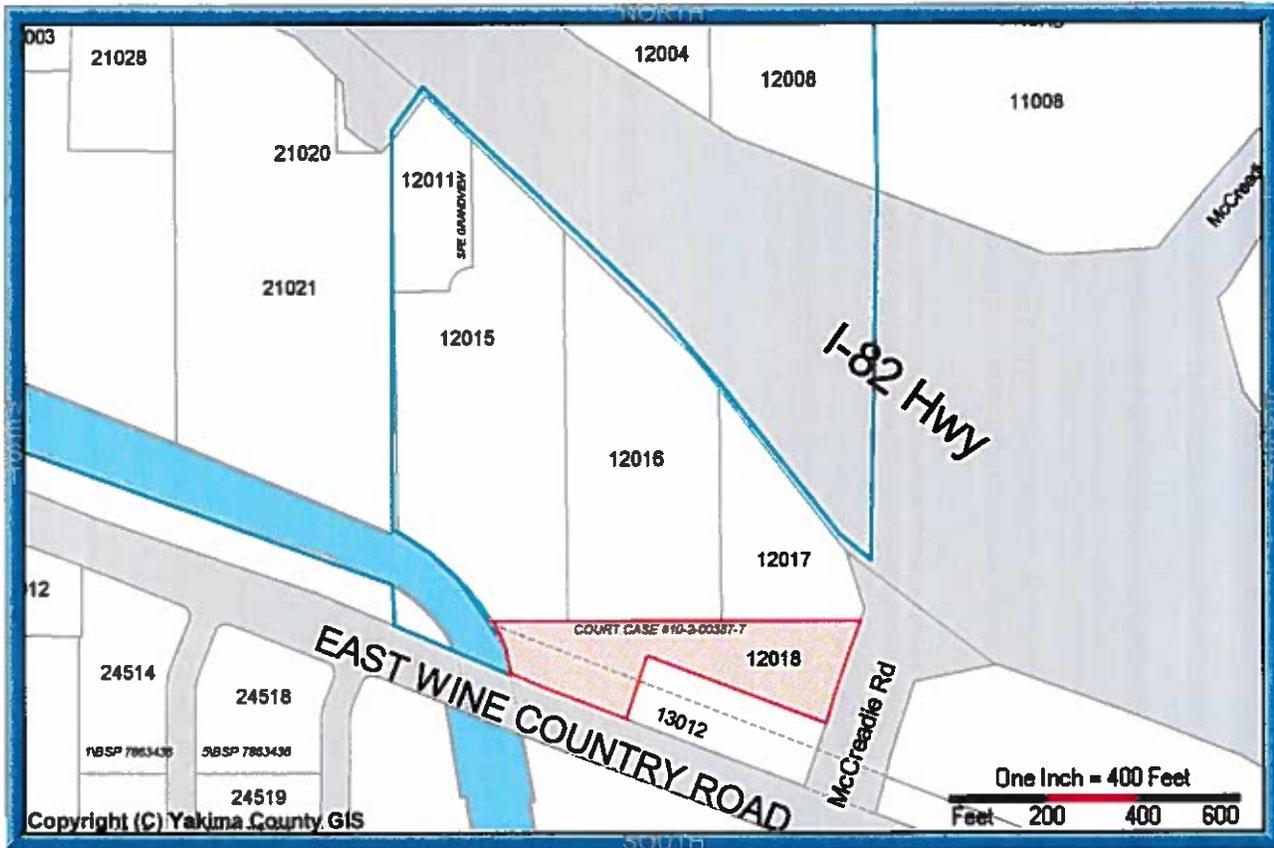


PROPERTY PHOTO	PROPERTY INFORMATION	
	Parcel Address: <b>UNASSIGNED, WA</b>	
	Parcel Owner(s): <b>MARIA GLORIA MENDOZA</b>	
	Parcel Number: <b>23092412017</b>	Parcel Size: <b>2 Acre(s)</b>
	Property Use: <b>91 Undeveloped Land</b>	
<b>TAX AND ASSESSMENT INFORMATION</b>		
Tax Code Area (TCA): <b>440</b>		Tax Year: <b>2016</b>
Improvement Value: <b>\$0</b>		Land Value: <b>\$43600</b>
Current Use Value: <b>\$0</b>		Current Use Improvement: <b>\$0</b>
New Construction: <b>\$0</b>		Total Assessed Value: <b>\$43600</b>
<b>OVERLAY INFORMATION</b>		
Zoning:	Jurisdiction: <b>Grandview</b>	
Urban Growth Area: <b>Grandview</b>	Future Landuse Designation: <b>City Limits (Yakima County Plan 2015)</b>	
FEMA: <b>Not in floodplain (X)</b>	FIRM Panel Number: <b>53077C1925D</b>	
<b>LOCATION INFORMATION</b>		
+ Latitude: <b>46° 15' 19.306"</b>	+ Longitude: <b>-119° 52' 50.785"</b>	Range: <b>23</b> Township: <b>09</b> Section: <b>24</b>
Narrative Description: <b>Section 24 Township 09 Range 23 Quarter NE: TH PTN OF E 323.6 FT OF W 1007.2 FT OF NW1/4 OF NE1/4 LY SWLY OF SR 82 R/W</b>		
<b>DISCLAIMER</b>		
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION		

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[\[Print Map\]](#) [\[Close Map\]](#)

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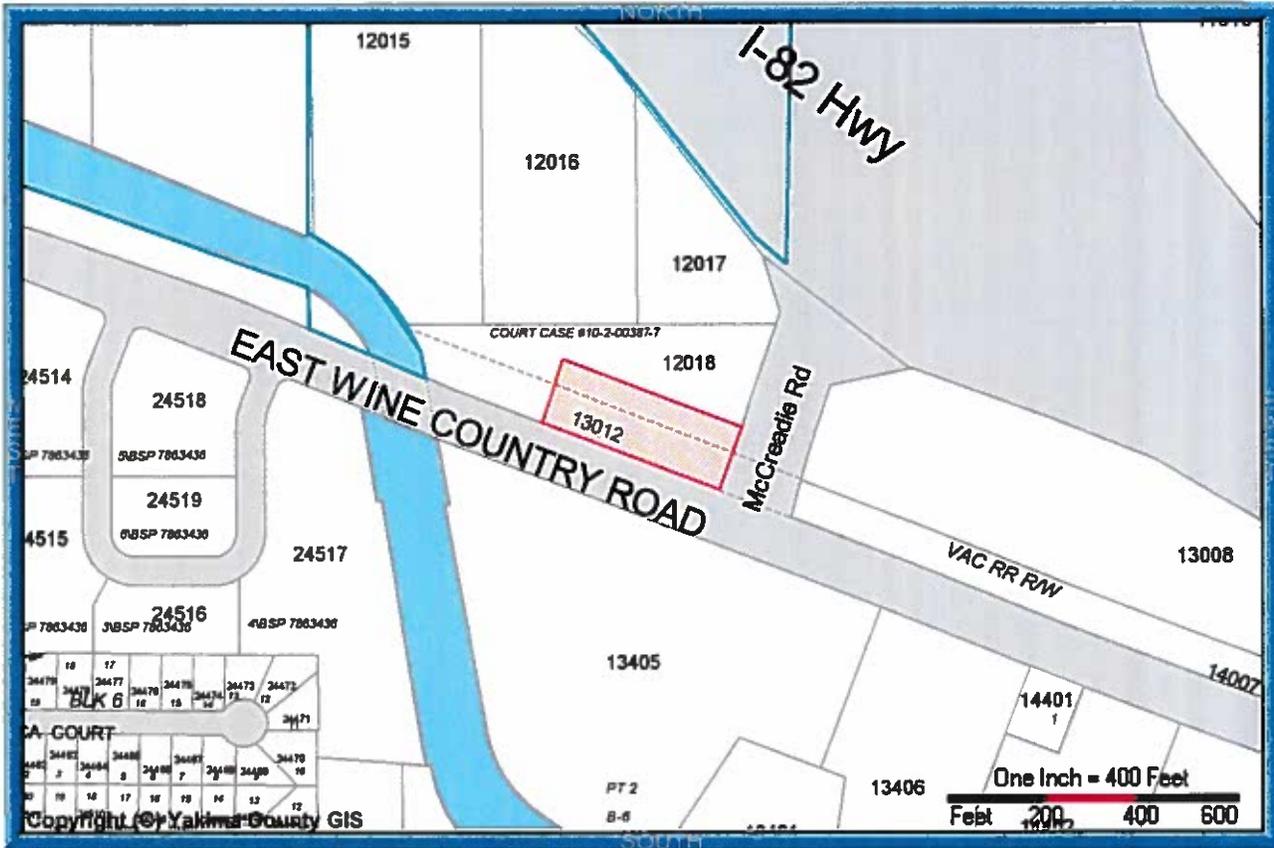


PROPERTY PHOTO	PROPERTY INFORMATION	
	Parcel Address: <b>UNASSIGNED, WA</b>	
	Parcel Owner(s): <b>MARIA GLORIA MENDOZA</b>	
	Parcel Number: <b>23092412018</b>	Parcel Size: <b>2.5 Acre(s)</b>
	Property Use: <b>91 Undeveloped Land</b>	
<b>TAX AND ASSESSMENT INFORMATION</b>		
Tax Code Area (TCA): <b>440</b>		Tax Year: <b>2016</b>
Improvement Value: <b>\$0</b>		Land Value: <b>\$81700</b>
Current Use Value: <b>\$0</b>		Current Use Improvement: <b>\$0</b>
New Construction: <b>\$0</b>		Total Assessed Value: <b>\$81700</b>
<b>OVERLAY INFORMATION</b>		
Zoning:	Jurisdiction: <b>Grandview</b>	
Urban Growth Area: <b>Grandview</b>	Future Landuse Designation: <b>City Limits (Yakima County Plan 2015)</b>	
FEMA: <b>Not in floodplain (X)</b>	FIRM Panel Number: <b>53077C1925D</b>	
<b>LOCATION INFORMATION</b>		
+ Latitude: <b>46° 15' 16.871"</b>	+ Longitude: <b>-119° 52' 53.566"</b>	Range: <b>23</b> Township: <b>09</b> Section: <b>24</b>
Narrative Description: <b>Section 24 Township 09 Range 23 Quarter NE: TH PTN OF SW1/4 OF NE1/4 LY N'LY OF UPRR R/W AND W'LY OF SR 82 R/W ALSO TH PTN FORMER UPRR R/W DESIGNATED AS TRACTS D &amp; F ROS 6281S'LY 140 FT OF SW1/4 OF NE1/4 LY N AND W OF CO RD R/W</b>		
<b>DISCLAIMER</b>		
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION		

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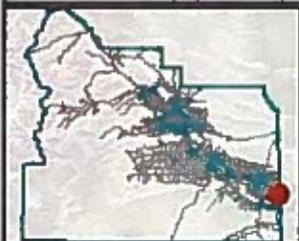
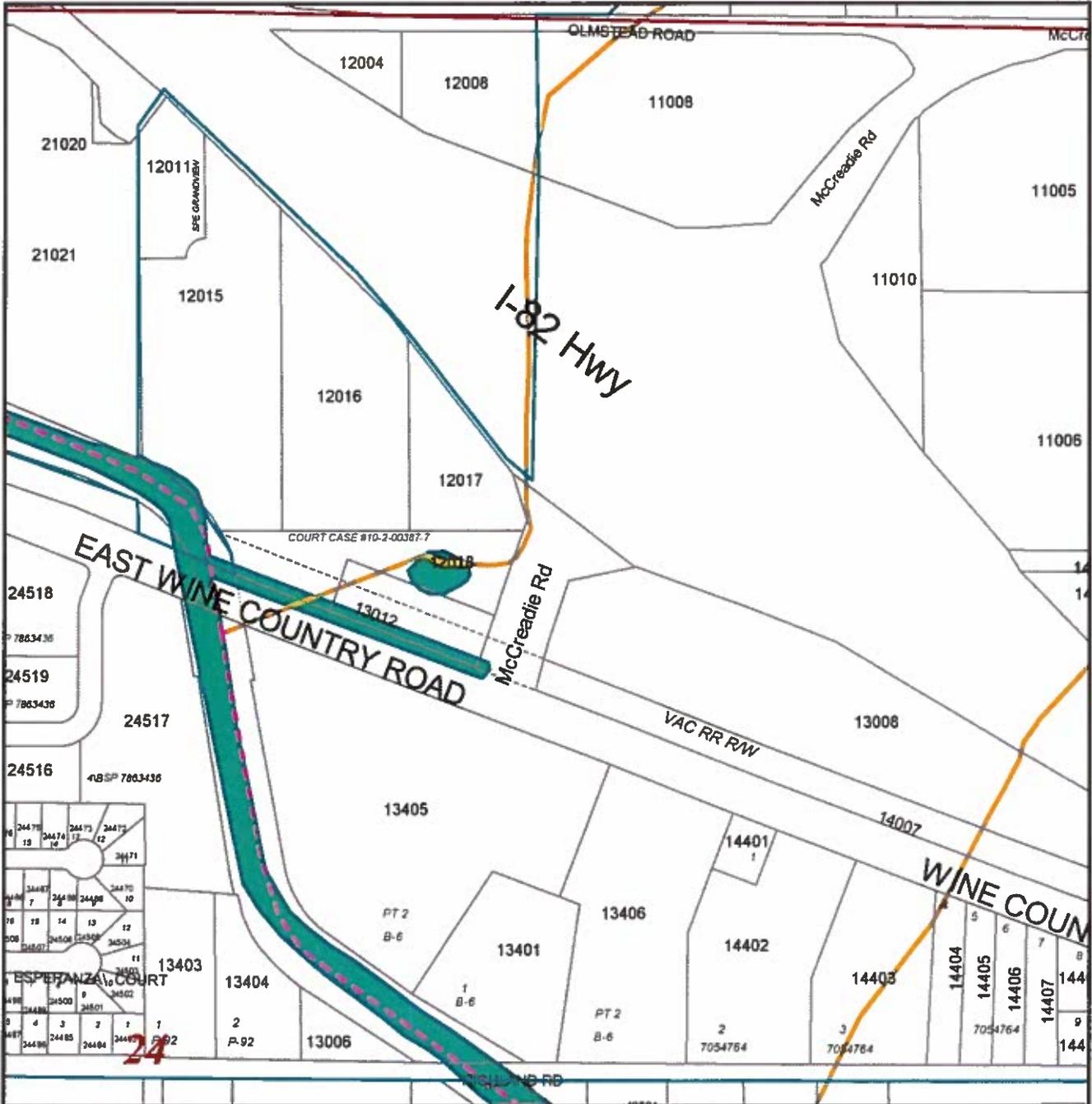
PROPERTY PHOTO	PROPERTY INFORMATION	
	Parcel Address: <b>UNASSIGNED, ,WA</b>	
	Parcel Owner(s): <b>CITY OF GRANDVIEW</b>	
	Parcel Number: <b><u>23092413012</u></b>	Parcel Size: <b>1.29 Acre(s)</b>
	Property Use: <b>76 Parks</b>	
<b>TAX AND ASSESSMENT INFORMATION</b>		
Tax Code Area (TCA): <b><u>440</u></b>		Tax Year: <b>2016</b>
Improvement Value: <b>\$0</b>		Land Value: <b>\$56200</b>
Current Use Value: <b>\$0</b>		Current Use Improvement: <b>\$0</b>
New Construction: <b>\$0</b>		Total Assessed Value: <b>\$56200</b>
<b>OVERLAY INFORMATION</b>		
Zoning:	Jurisdiction: <b>Grandview</b>	
Urban Growth Area: <b>Grandview</b>	Future Landuse Designation: <b>City Limits (Yakima County Plan 2015)</b>	
FEMA: <b>Not in floodplain (X)</b>	FIRM Panel Number: <b>53077C1925D</b>	
<b>LOCATION INFORMATION</b>		
+ Latitude: <b>46° 15' 15.564"</b>	+ Longitude: <b>-119° 52' 52.322"</b>	Range: <b>23</b> Township: <b>09</b> Section: <b>24</b>
Narrative Description: <b>Section 24 Township 09 Range 23 Quarter NE: E'LY 400 FT OF S'LY 140 FT OF SW1/4 NE1/4 LY N &amp; W OF CO RD R/W</b>		
<b>DISCLAIMER</b>		
MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION		

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Yakima County GIS -  
Washington  
**Land Information  
Portal**

[\[Print Map\]](#)  
[\[Close Map\]](#)

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Map Center: Range:23 Township:9 Section:24

City Limits  
Sections

Existing Shoreline Environments:  
Conservative/Natural/Rural/Urban  
Potential Wetlands  
Local Wetland Inventory  
Stream Type - 2006 CAO  
1/2/3/4/4 or 5/Undetermined/5/Man-Made

[WWW.YAKIMAP.COM](http://WWW.YAKIMAP.COM)

Yakima County GIS  
128 N 2nd Street  
Yakima, WA 98901  
(509)574-2992



One Inch = 400 Feet  
Foot 200 400 600

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Yakima County GIS - Washington  
Land Information Portal

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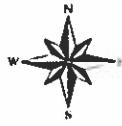
2013 Ortho Photography

Map Center: Range:23 Township:9 Section:24



- City Limits
- Sections
- Existing Shoreline Environments:
  - Conservative/Natural/Rural/Urban
  - Potential Wetlands
  - Local Wetland Inventory
  - Stream Type - 2006 CAD
  - 1/2/3/4/4 or 5/Undetermined/5/Man-Made

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Yakima, WA 98901  
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Feet 200 400 600

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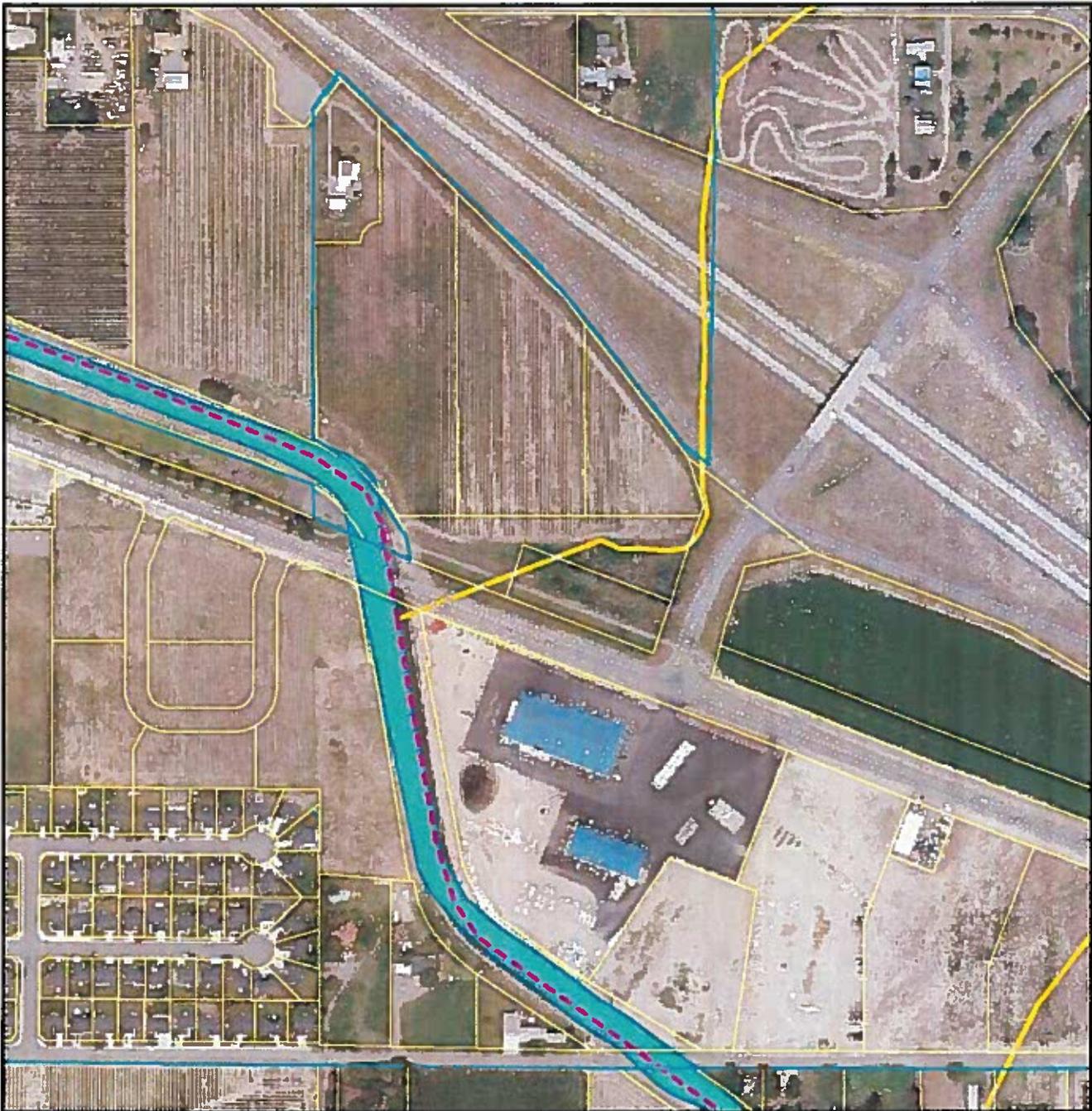
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Yakima County GIS - Washington  
Land Information Portal

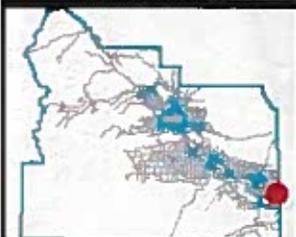
[Print Map](#)  
[Close Map](#)

[Yakimap.com](http://www.yakimap.com)



2013 Ortho Photography

Map Center: Range:23 Township:9 Section:24



City Limits  
Sections

Existing Shoreline Environments:  
Conservative/Natural/Rural/Urban  
Potential Wetlands  
Local Wetland Inventory  
Stream Type - 2006 CAO  
1/2/3/4/4 or 5/Undetermined/5/Man-Made

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Yakima County GIS  
128 N 2nd Street  
Yakima, WA 98901  
(509)574-2992



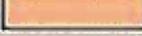
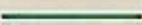
One Inch = 400 Feet  
Feet 200 400 600

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**Critical Areas**

-  Conservancy Wetlands
-  Natural Wetlands
-  Rural Wetlands
-  Urban Wetlands
  
-  Type 1 Stream
-  Type 2 Stream
-  Type 3 Stream
-  Type 4 Stream
-  Type 4 or 5 Stream
-  Undetermined Stream
-  Type 5 Stream
-  Man-Made Stream
  
-  Potential Wetlands - Local Inventory

## Chapter 18.70 WETLANDS

### Sections:

- [18.70.010](#) Purpose and intent.
- [18.70.020](#) Designating and mapping.
- [18.70.030](#) Protection approach.
- [18.70.040](#) Wetland functions and rating.
- [18.70.050](#) Compensatory mitigation requirements.
- [18.70.060](#) Wetland mitigation banks.

### 18.70.010 Purpose and intent.

The purpose and intent of the provisions protecting wetland critical areas is equivalent to the purpose and intent for GMC [18.60.010](#), Purpose and intent. (Ord. 2008-12 § 1 (Exh. A (18.07.01)), 2008).

### 18.70.020 Designating and mapping.

A. Wetlands are those areas that meet the definition found in GMC [18.20.425](#) and as provided in RCW 36.70A.030(21). All areas within the city of Grandview meeting the wetland definition are hereby designated critical areas and are subject to the provisions of this division. The following clarifications guide the application of the wetland definition:

1. Due to the inherent design of most irrigation systems, such systems are reasonably and foreseeably expected to result in some leakage or seepage. Such leakage or seepage is a normal result of utilization of irrigation systems and is deemed for the purposes of this division to be a nonregulated, artificial wetland.

B. The approximate location and extent of wetlands are shown on maps maintained by Yakima County, which may include information from the National Wetlands Inventory produced by the U.S. Fish and Wildlife Service and soil maps produced by United States Department of Agriculture National Resources Conservation Service that are useful in helping to identify potential wetland areas. These maps are to be used as a guide for the city of Grandview, project applicants and/or property owners, and may be continuously updated as wetlands are more accurately identified, located and delineated. (Ord. 2008-12 § 1 (Exh. A (18.07.02)), 2008).

### 18.70.030 Protection approach.

A. Wetlands will be protected using the protection approach for hydrologically related critical areas found in GMC [18.60.020](#), Protection approach, which accommodates issues affecting wetlands.

B. Wetlands and their functions will be protected using the standards found in the stream corridor chapter (Chapter [18.60](#) GMC), which includes provisions to:

1. Follow mitigation sequencing as outlined in GMC [18.30.100](#), Mitigation requirements;
2. Avoid degrading the functions and values of the wetland and other critical areas;

## Chapter 17.44 C-2 GENERAL BUSINESS DISTRICT

### Sections:

- [17.44.010](#) Purpose.
- [17.44.020](#) Permitted uses.
- [17.44.030](#) Permitted accessory uses.
- [17.44.040](#) Limitations on permitted uses.
- [17.44.050](#) Conditional uses.
- [17.44.060](#) Development standards.

### **17.44.010 Purpose.**

The C-2 general business district is established to promote the centralization of business and reinforce a positive public image and confidence in commercial revitalization, within a compact commercial area having primarily common-wall building construction. Such construction offers the unique opportunity within the Grandview urban area to cluster together types of retail business and retail services which functionally interact well together, and will economically fare better, as a result of close proximity by cumulatively attracting more persons than as individual destination points. It is intended that the commercial clustering concept be fostered by emphasizing pedestrian access and circulation within the district, in a manner which is healthy, safe, uninhibited and convenient for employees and visitors of all ages. Public and private off-street parking shall be located to encourage the transition from automobile to pedestrian movement. On-street parking should be shared by vicinity businesses and be oriented to short duration convenience parking for customers in the vicinity. In order to preserve the public health, safety and welfare in central business district redevelopment, protect public and private investment in property and infrastructure improvements and stabilize declining property values, certain uses of the land may be restricted or prohibited. (Ord. 2011-29 § 5 (Att. B)).

### **17.44.020 Permitted uses.**

The following uses shall be permitted in the C-2 district:

- A. Principal uses permitted outright in the O office district, Chapter [17.41](#) GMC;
- B. Principal uses permitted outright in the C-1 neighborhood business district, Chapter [17.42](#) GMC;
- C. Alcohol beverage retail sales;
- D. Adult use business when located not closer than 400 feet from any church, residential district, public parks, playgrounds or schools; providing all business is housed within the building (indoors) and not visible to the passing public;
- E. Amusement, game and recreation centers. Places of public assembly for meetings or amusement, provided the location is more than 50 feet from a residential district, is completely enclosed and is more than 300 feet from any public school, playground or park, except that churches may be permitted without conformance to the distance requirement;

- F. Auto detail shops;
- G. Automobile, truck and machinery dealer (new and used), garage, automobile, truck and other vehicle repair;
- H. Automobile service stations, including storage facilities for rental trailers, trucks and other conveyances;
- I. Billiard and pool halls;
- J. Boat sales;
- K. Card rooms, bingo parlors, dance halls and similar places;
- L. Cafeterias;
- M. Community service facilities level one, as defined in GMC 17.12.155;
- N. Convenience and mini-market stores;
- O. Dancing schools;
- P. Department stores;
- Q. Drive-in facilities may be permitted through site plan review only if all of the following criteria are met:
  - 1. The vehicle stacking lanes must be contained within a structured parking area or driveway;
  - 2. The design of the vehicular access is compatible with pedestrian walkways and parking access. Vehicular access shall not disrupt established retail or service frontages designed to serve pedestrians, nor can the vehicular access lanes be located between the street and the main pedestrian access to the building;
- R. Furniture and home appliance stores;
- S. Gasoline and service stations, automobile services or repair, tire stores;
- T. Hardware and home improvement stores;
- U. Home brewing and/or wine making equipment sales;
- V. Hotels, motels and tourist facilities;
- W. Import shops;
- X. Itinerant merchants when licensed as a stationary or mobile vendor by the city;
- Y. Laundromats and dry-cleaning establishments employing not more than five persons;
- Z. Membership clubs;
- AA. Micro-breweries and micro-wineries;

- BB. Miniature golf courses;
- CC. Mini-storage as defined under GMC [17.12.310](#);
- DD. Pawn shops and secondhand stores;
- EE. Public markets for fresh produce and craft work;
- FF. Radio and television sales and repair;
- GG. Recreational vehicle sales and service;
- HH. Recreational vehicle parks established as a tourist facility;
- II. Research, development and assembly facilities for component devices and equipment of an electrical, electronic or electromagnetic nature;
- JJ. Retail sales establishments, as defined in GMC [17.12.374](#);
- KK. Sporting goods;
- LL. Small animal hospitals when located not closer than 150 feet from any residential district and 400 feet or more from any hospital, nursing home, or institutions for the care of the infirm; providing the animals are housed indoors;
- MM. Supermarket, grocery store;
- NN. Taverns;
- OO. Theaters for movies and performances (including outdoor);
- PP. Variety stores;
- QQ. Wholesale business; and
- RR. Wineries as defined in GMC [17.12.480](#). (Ord. 2011-29 § 5 (Att. B)).

#### **17.44.030 Permitted accessory uses.**

The following accessory uses and buildings, as respectively defined in GMC [17.12.020](#) and [17.12.115](#), shall be permitted in the C-2 district:

- A. Parking lots, see Chapter [17.78](#) GMC;
- B. Alcoholic beverage sales for on-site consumption provided it is located within a restaurant area;
- C. Other uses clearly incidental or secondary to a principal use;
- D. Beer/wine beverage sales for on-site and off-site consumption provided the product is produced on site in a micro-brewery and/or micro-winery;

- E. Sales of micro-brewery products and nonfortified wines for off-site consumption provided such sales are in conjunction with an establishment selling predominately, based upon floor area, home brewing and/or wine making equipment as permitted in GMC [17.44.020](#);
- F. Storage buildings are permitted;
- G. In home day care licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter [17.66](#) GMC;
- H. Electric vehicle battery charging stations, as defined in GMC [17.12.186](#);
- I. Adult family homes as defined in GMC [17.12.032](#). (Ord. 2013-11 § 1; Ord. 2011-29 § 5 (Att. B)).

#### **17.44.040 Limitations on permitted uses.**

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All uses permitted in the C-2 general business district shall be subject to these limitations:

- A. Processing and equipment and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, cinders, gas, vibration, refuse matter, or water-carried waste. (Ord. 2011-29 § 5 (Att. B)).

#### **17.44.050 Conditional uses.**

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The following uses are permitted subject to the approval of a special permit:

- A. Rental residential use, provided the units are within the principal building, are all above the ground floor of said building, the ground floor of said building is designed or intended to be used for a use permitted in GMC [17.44.020](#) and off-street parking is provided as required by the residents;
- B. Community service facilities level two;
- C. Garage and auto body shops, provided:
  - 1. No repair work is performed out-of-doors,
  - 2. Pumps, lubrication or other devices are located at least 15 feet from any street property line, and
  - 3. All automobile parts and dismantled automobiles are stored within the building, except outdoor display racks;
- D. Golf driving range;
- E. Recreational vehicle parks;
- F. Towing shop and related facilities, including bull pens;
- G. Wineries producing in excess of that defined in GMC [17.12.480](#); and
- H. Any use determined to be of the same general character as the principal uses permitted outright in this chapter. (Ord. 2011-29 § 5 (Att. B)).

**17.44.060 Development standards.**

- A. Minimum lot area: not required except for nonconforming residential uses which must retain a minimum of 5,000 square feet for single-family and 3,000 square feet for each additional unit;
- B. Lot coverage: no requirement;
- C. Minimum yard setbacks:
1. Front: none required except where adjoining a residential district in which case GMC [17.74.020](#) shall prevail.
  2. Side: none required except where adjoining a residential district in which case GMC [17.74.020](#) shall prevail.
  3. Rear: none required except where adjoining a residential district in which case GMC [17.74.020](#) shall prevail;
- D. Maximum building height: 50 feet, except a greater height may be approved by special permit;
- E. Fences and hedges: see Chapter [17.75](#) GMC;
- F. Parking: see Chapter [17.78](#) GMC; and
- G. Landscaping: see Chapter [17.75](#) GMC. (Ord. 2011-29 § 5 (Att. B)).

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**The Grandview Municipal Code is current through Ordinance 2016-14, passed August 23, 2016.**

Disclaimer: The City Clerk's Office has the official version of the Grandview Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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## Chapter 17.42 C-1 NEIGHBORHOOD BUSINESS DISTRICT

**Sections:**

- [17.42.010](#) Purpose.
- [17.42.020](#) Permitted uses.
- [17.42.030](#) Permitted accessory uses.
- [17.42.040](#) Limitations on permitted uses.
- [17.42.050](#) Permitted conditional uses.
- [17.42.060](#) Development standards.

**17.42.010 Purpose.**

The C-1 neighborhood business district is established to provide for the location of commercial activities outside the central business district that meet the retail shopping and service needs of the community. (Ord. 2011-29 § 5 (Att. B)).

**17.42.020 Permitted uses.**

The following uses shall be permitted in the C-1 neighborhood business district:

- A. Any uses permitted outright in the O office district, Chapter [17.41](#) GMC;
- B. Artist and office supplies;
- C. Bakeries, retail for distribution from the premises;
- D. Banks and financial institutions;
- E. Barber and beauty shops;
- F. Bookstores, except adult bookstores;
- G. Churches and similar places of worship;
- H. Clothing, shoes and accessories, and costume rentals;
- I. Crafts, stationery and gift shops;
- J. Day care center;
- K. Fresh and frozen meats, including seafood;
- L. Florists;
- M. Galleries for art and restored or refinished antiques;
- N. Gift shop;
- O. Jewelry and gem shops, including custom work;
- P. Landscaping and nursery products shop;

Q. Clubs;

R. Massage parlor;

S. Parking lots within 500 feet of a C-2 district boundary, provided such lots are paved and half of the required landscape is live vegetation; and provided further, that any such property adjacent a residential zoned parcel shall provide a site obscuring fence along the common lot line(s) in accordance with residential fence height requirements;

T. Police and fire stations;

U. Printing shops;

V. Private nursery school, preschool, child mini-day care and child day care center;

W. Public libraries, and municipal office buildings;

X. Public and private schools, public parks and playgrounds;

Y. Restaurants, sandwich shops, cafes, catering establishments, and delicatessens;

Z. Sign shops, commercial (no outdoor storage of materials);

AA. Single-family residential use within the business structures. Such residential use shall not exceed 40 percent of the business structure and the residence's entrance must not front on the same street as the business entrance. In addition, said residence must be occupied only by the owner or the manager of the business in which the residence is located;

BB. Stores and shops for repair and similar services such as:

1. Locksmith shops,
2. Photo shops,
3. Shoe repair shops;

CC. Tailoring and seamstress shops;

DD. Upholstery shops;

EE. Veterinarian clinics for household pets (no boarding or outdoor treatment facilities). (Ord. 2011-29 § 5 (Att. B)).

#### **17.42.030 Permitted accessory uses.**

Accessory uses and accessory buildings including storage buildings are permitted in the C-1 district as defined under GMC [17.12.020](#) and [17.12.115](#); excluding container storage, as defined in GMC [17.12.430](#); and:

A. In home day care licensed by the state of Washington for no more than 12 children after obtaining a city home occupation license and in conformity with Chapter [17.66](#) GMC.

B. Adult family homes as defined in GMC [17.12.032](#).

C. Electric vehicle battery charging stations, as defined in GMC [17.12.186](#). (Ord. 2011-29 § 5 (Att. B)).

#### **17.42.040 Limitations on permitted uses.**

---

All uses permitted in the C-1 neighborhood business district shall be subject to these limitations:

A. Processing and equipment and goods processed or sold shall be limited to those which are not objectionable by reason of odor, dust, smoke, cinders, gas, vibration, refuse matter, or water-carried waste; and

B. All business, service, processing, or storage shall be conducted wholly within an enclosed building, except off-street automobile parking and off-street loading. (Ord. 2011-29 § 5 (Att. B)).

#### **17.42.050 Permitted conditional uses.**

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The following uses are permitted subject to the approval of a special permit:

A. Conditional exceptions permitted in all residential districts;

B. Convenience and mini-market stores;

C. Rental residential use, provided the units are within the principal building, are all above the ground floor of said building, the ground floor of said building is designed or intended to be used for a use permitted in GMC [17.42.020](#) and off-street parking is provided as required by the residents;

D. Mini-storage facilities defined under GMC [17.12.310](#);

E. Micro-breweries and micro-wineries; and

F. Any use determined to be of the same general character as the principal uses permitted outright in this chapter. (Ord. 2011-29 § 5 (Att. B)).

#### **17.42.060 Development standards.**

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A. Minimum lot area: not required, except for nonconforming residential uses which must retain a minimum of 5,000 square feet for single-family and 3,000 square feet for each additional unit;

B. Lot coverage: dictated by parking requirements, setbacks and landscaping;

C. Minimum yard setbacks:

1. Front: 15 feet, except where adjoining a residential district in which case GMC [17.74.020](#) shall prevail.

2. Side: none required, except where adjoining a residential district in which case GMC [17.74.020](#) shall prevail.

3. Rear: none required, except where adjoining a residential district in which case GMC [17.74.020](#) shall prevail;

D. Maximum building height: 35 feet, except a greater height may be approved by special permit;

E. Fences and hedges: see Chapter 17.75 GMC;

F. Parking: see Chapter 17.78 GMC; and

G. Landscaping: see Chapter 17.75 GMC. (Ord. 2011-29 § 5 (Att. B)).

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**The Grandview Municipal Code is current through Ordinance 2016-14, passed August 23, 2016.**

Disclaimer: The City Clerk's Office has the official version of the Grandview Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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## Cus Arteaga

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**From:** Anita Palacios  
**Sent:** Monday, September 19, 2016 8:57 AM  
**To:** Cus Arteaga  
**Subject:** FW: City of Grandview - Critical Area

Following is the information received from Yakima County Planning Department Environmental and Natural Resources Section.

Anita G. Palacios, MMC  
City Clerk/Human Resource  
City of Grandview  
207 West Second Street  
Grandview, WA 98930  
PH: (509) 882-9208  
FAX: (509) 882-3099  
[anitap@grandview.wa.us](mailto:anitap@grandview.wa.us)  
[www.grandview.wa.us](http://www.grandview.wa.us)

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**From:** Byron Gumz [<mailto:Byron.Gumz@co.yakima.wa.us>]  
**Sent:** Friday, September 16, 2016 3:39 PM  
**To:** Anita Palacios; Phil Hoge  
**Cc:** Michael Martian  
**Subject:** RE: City of Grandview - Critical Area

Good afternoon Anita,

Quick answers to your questions:

1. Who and how – The U.S. Fish and Wildlife Service has a National Wetland Inventory (NWI), which Yakima County used to identify potential wetlands when creating the GIS layer. The USFWS used people trained in aerial imagery interpretation to identify the areas of potential wetlands.
2. Updating GIS - The potential wetland is within the City of Grandview, and falls under your jurisdiction. If you don't believe it to be a wetland anymore, I would recommend contacting Michael Martian, of the Yakima County GIS Department, and request that it be removed from the GIS layer. I've added him to this email chain to help with communication.

I hope this helps. Please let me know if you have any questions.

Thank you!

Byron J. Gumz  
Yakima County Public Services, Planning Division  
Senior Project Planner, Environmental and Natural Resources Section  
128 North 2nd Street  
Fourth Floor County Courthouse  
Yakima, WA 98901  
(509)574-2300 - phone  
(509)574-2301 - fax

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**From:** Phil Hoge  
**Sent:** Thursday, September 15, 2016 1:25 PM  
**To:** Byron Gumz <[Byron.Gumz@co.yakima.wa.us](mailto:Byron.Gumz@co.yakima.wa.us)>  
**Subject:** FW: City of Grandview - Critical Area

Byron,  
Yes, the potential wetland is within Grandview city limits, 23092412018

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**From:** Anita Palacios [<mailto:anitap@grandview.wa.us>]  
**Sent:** Thursday, September 15, 2016 10:14 AM  
**To:** Phil Hoge <[phil.hoge@co.yakima.wa.us](mailto:phil.hoge@co.yakima.wa.us)>  
**Cc:** Cus Arteaga <[carteaga@grandview.wa.us](mailto:carteaga@grandview.wa.us)>  
**Subject:** City of Grandview - Critical Area

Hello Phil,

Looking for some assistance. The attached critical area map from Yakima County identifies the circle area as a critical area? Who and how is that determination made? What is the process to remove this designation since the area in question has dried up with the piping of the undetermined stream?

Thanks,

Anita G. Palacios, MMC  
City Clerk/Human Resource  
City of Grandview  
207 West Second Street  
Grandview, WA 98930  
PH: (509) 882-9208  
FAX: (509) 882-3099  
[anitap@grandview.wa.us](mailto:anitap@grandview.wa.us)  
[www.grandview.wa.us](http://www.grandview.wa.us)

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**From:** Tim Fries [<mailto:tfries@hlacivil.com>]  
**Sent:** Wednesday, September 14, 2016 11:44 AM  
**To:** Cus Arteaga <[carteaga@grandview.wa.us](mailto:carteaga@grandview.wa.us)>  
**Cc:** Mike Battle <[mbattle@hlacivil.com](mailto:mbattle@hlacivil.com)>; Ben Annen <[bannen@hlacivil.com](mailto:bannen@hlacivil.com)>; Stephen Hazzard <[shazzard@hlacivil.com](mailto:shazzard@hlacivil.com)>  
**Subject:** Critical Area

Cus - attached is a map showing the "critical areas" on the property in question, according to the Yakima County Assessor's webpage.

Please call and we can discuss further.

**Tim Fries, PLS**  
***HLA Engineering and Land Surveying, Inc.***  
2803 River Road  
Yakima, WA 98902  
Phone: (509)966-7000

## Cus Arteaga

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**From:** Tim Fries <tfries@hlcivil.com>  
**Sent:** Thursday, September 15, 2016 4:14 PM  
**To:** Cus Arteaga  
**Cc:** Mike Battle; Ben Annen; Stephen Hazzard  
**Subject:** Mendoza Property  
**Attachments:** Research.docx; Title.pdf

Cus, I've done some research on the "potential wetlands" on the Mendoza property. Attached is an explanation of what I found. Also attached is a title report for the property. The only item I see that would reference the ditch that was piped is the typical blanket statement that the property is subject to an easement or right-of-way in connection with SVID (item 10 under special exceptions). This statement almost always appears on title reports if the property is within the boundary of SVID. I hope this information helps. Please let me know if you need any additional assistance.

Thank you,

**Tim Fries, PLS**

***HLA Engineering and Land Surveying, Inc.***

2803 River Road  
Yakima, WA 98902  
Phone: (509)966-7000

I spoke with Daniel De Bord with Yakima County Planning. He said the “potential wetlands” have been identified from aerial photographs and GIS mapping. He stated that when a project has these identified that an environmental planner from the County and/or the Department of Ecology would come out and make a determination whether they are in fact wetlands or not, however, when I asked him if they were within the city limits of one of the local communities, he said the land use decisions would then fall into which ever municipality has jurisdiction.

I've also included below the definition of “Wetlands” from the Yakima County Code (Title 16A-Critical Areas). I would especially look at the last half of item number 1 where it states what wetlands are not. That might be helpful in this situation.

#### 16A.02.425 Wetland. SHARE

(1) “Wetland” or “wetlands” means that area inundated or saturated by surface water or groundwater at a frequency and duration sufficient to support, and under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs and similar areas. Wetlands do not include those artificial wetlands intentionally created from nonwetland sites, including, but not limited to, irrigation and drainage ditches, grass-lined swales, canals, detention facilities, wastewater treatment facilities, farm ponds, and landscape amenities. However, wetlands may include those artificial wetlands specifically intentionally created from nonwetland areas to mitigate conversion of wetlands, if permitted by the county.

(2) This definition is taken from the statutory definition at RCW [36.70A.030\(17\)](#), and specifically exempts a number of intentionally created wetlands, including but not limited to those related to irrigation systems. Due to the inherent design of most irrigation systems, such systems are reasonably and foreseeably expected to result in some leakage or seepage. Such leakage or seepage is a normal result of utilization of irrigation systems and is deemed for the purposes of this title to be an artificial wetland intentionally created from a nonwetland site, and therefore do not constitute wetlands.

(3) Furthermore, the phrase “normal circumstances” in this definition shall be defined as set forth by the United States Army Corps of Engineers in its regulatory Guidance Letter 90-7 dated September 26, 1990, which is incorporated herein by reference. The letter deals with prior converted farmlands which may have been cropped prior to December 23, 1985.

(4) For purposes of administering the Shoreline Management Act, wetland also means those lands extending landward in all directions as measured on a horizontal plane for a specified distance from the ordinary high water mark; floodways and contiguous floodplain areas landward for a specified distance from such floodways; and all marshes, bogs, swamps, and river deltas associated with any stream or lake designated as a critical area under this title, are also included as wetlands within this definition under RCW [90.58.030](#) and WAC [173-22-040\(2\)](#).

(Ord. 8-1995 §1 (2.425), 1995).

# SUBDIVISION GUARANTEE

Guarantee No.: G-6329-000007100

Fee: \$300.00

Order No.: 236848

Dated: September 13, 2016

Issued by

**STEWART TITLE GUARANTY COMPANY**

Stewart Title Guaranty Company (the "Company"), guarantees the County of Yakima and any City within which said subdivision is located in a sum not exceeding \$1,000.00 that, according to those public records which, under the recording laws, impart constructive notice of matters affecting the title to the land included within the exterior boundary shown on the map of the subdivision, the only parties having any record title interest in said land whose signatures are necessary, on the certificates consenting to the recordation of said map and offering for dedication any streets, roads, avenues and other easements offered for dedication by said map as referred to in the guarantee.

Signed under seal for the Company, but this Guarantee is to be valid only when it bears an authorized countersignature.

Countersigned by:

  
Authorized Countersignature

**stewart**  
title guaranty company

  
Matt Morris  
President and CEO

Valley Title Guarantee  
502 N 2nd Street  
PO Box 1625  
Yakima, WA 98907  
Agent ID: 470006



  
Denise Carraux  
Secretary

Guarantee  
Serial No.

G-6329-000007100

In writing this company please address it at P.O. Box 2029, Houston, Texas 77252, and refer to the printed Serial Number.

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## SUBDIVISION GUARANTEE

Prepared by:  
Valley Title Guarantee  
502 N 2nd Street  
PO Box 1625  
Yakima, WA 98907

Order Number: 236848

Guarantee No.: G-6329-000007100

Effective Date: September 13, 2016 at 8:00 am

Premium: \$300.00  
Sales Tax: \$24.60  
Total: \$324.60

OWNERS: Janet Ingham, Trustee of The Shirley Ingham Trust

### LEGAL DESCRIPTION:

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 23, E.W.M., lying Northerly of the Union Pacific Railway right-of-way and Westerly of the SR-82 right-of-way;

AND that portion of the former Union Pacific Railway right-of-way now designated as Tracts D and F of Survey recorded in Book 62 of Surveys, Page 81, records of Yakima County, Washington;

EXCEPTING therefrom the following:

The Easterly 400 feet of the Southerly 140 feet of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 23, E.W.M., lying North and West of the county road right-of-way.

Situate in Yakima County, Washington.

### SUBJECT TO:

1. General Taxes for the year 2016 in the amount of \$1,068.73, of which the first half has been paid, leaving an unpaid balance of \$534.37, which does not become delinquent until November 1, 2016.  
Parcel No: 230924-12018 Levy Code: 440
2. Unpaid local improvement assessments, and/or irrigation assessments, if any, levied by the City of Grandview,
3. Charges, if any, due the Sunnyside Valley Irrigation District for water supplied. Inquiry should be made at the offices of said company relative to said charges.

4. Contract of Sale, including the terms, covenants and provisions thereof, and the effect of any failure to comply with such terms, covenants and provision,

Dated: March 7, 2016

Recorded: March 9, 2016

Auditor's File No: 7901956

Seller: Janet Ingham, Trustee of The Shirley Ingham Trust

Purchaser: Maria Gloria Mendoza dba GMC Training Institute

Yakima County Excise Receipt No: 443801

Affects: Real estate under search and includes other property

The purchaser's interest is presumptively subject to the community interest of a spouse, if married on or since March 09, 2016, date of said contract.

5. Terms and conditions of the Shirley Ingham Trust under which title is vested.
6. A right-of-way to construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof on, over and through said property, as recorded January 4, 1956, in Volume 554 of Deeds, under Auditor's File No. 1600971.
7. An easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes, for a telephone line, in favor of Pacific Telephone and Telegraph Company, as recorded in Volume 204 of Deeds, under Auditor's File No. 208624.
8. Relinquishment of access to State Highway and of light, view and air, by Deed to the State of Washington as recorded November 14, 1977, under Auditor's File No. 2482670.
9. Latecomer's Agreement and the terms, conditions and obligations thereof between the City of Grandview and Bleyhl Farm Service, Inc., as recorded February 22, 2002, under Auditor's File Nos. 7259084 and 7259085.
10. Easement or right-of-way for necessary canals, tunnels or other water conduits and for telephone and transmission lines required in connection with the Sunnyside Valley Irrigation District, contained in instruments of record.
11. Pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff vs. (numerous named defendants), notice of which is given by Lis Pendens recorded under Yakima County Auditor's File No. 2479271, being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington. (Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)
- A. NOTE: Mosquito Control District No. 02 assessments for the year 2016, in the amount of \$19.98, which has been paid.
- B. NOTE: Soil Conservation District No. 210 assessments for the year 2016, in the amount of \$5.25, which has been paid.

## SUBDIVISION GUARANTEE

Order Number: 236848

Guarantee No.: G-6329-000007100

This Guarantee and the legal description given herein are based upon information supplied by the applicant as to the location and identification of the premises in question, and no liability is assumed for any discrepancies resulting therefrom. This report does not represent either a commitment to insure title, an examination of or opinion as to the sufficiency or effect of the matters shown, or opinion as to the marketability of title to the land.

3



\* 7 9 0 1 9 5 6 1 0 \*

FILE# 7901956  
YAKIMA COUNTY, WA  
03/09/2016 11:19:48AM  
REAL ESTATE CONTRACT  
PAGES: 10  
VALLEY TITLE GUARANTEE

Recording Fee: 62.00

RETURN ADDRESS:

Green Pacific  
PO BOX 170  
Yakima WA 98907

COUNTY EXCISE TAX

DATE MAR 09 2016

PAID \$ 6235.00

REAL ESTATE CONTRACT

REC. NO. 443801

BY S Webb  
Yakima County Treasurer's Office  
GRANTOR:

March 7, 2016  
234461

- 1. JANET INGHAM, Trustee of THE SHIRLEY INGHAM TRUST

GRANTEE:

- 1. MARIA GLORIA MENDOZA dba GMC TRAINING INSTITUTE

Legal Description (abbreviated): N/A

Assessor's Parcel Nos. 230924-12016, 230924-12017 and 230924-12018

- 1. Seller, JANET INGHAM, Trustee of THE SHIRLEY INGHAM TRUST, agrees to sell to Purchaser, MARIA GLORIA MENDOZA dba GMC TRAINING INSTITUTE, and Purchaser agrees to buy from Seller, the following property in Yakima County, Washington:

PARCELA: That portion of the following described parcel lying Southerly of SR-82:

Beginning at a point on the North line of Section 24, Township 9 North, Range 23, E.W.M., 360 feet East of the Northwest corner of the Northeast 1/4 of said section; running thence South parallel with the East line of said section a distance of 1320 feet, more or less, to the South line of the North 1/2 of the Northeast 1/4 of said section; thence running East along the South line of the North 1/2 of the Northeast 1/4 of said section, a distance of 323.6 feet; thence running North parallel with the East line of said section; a distance of 1320 feet, more or less, to the North line of said section; thence running West along the North line of said section, a distance of 323.6 feet to the point of beginning;

EXCEPT that portion conveyed to the State of Washington by Instrument recorded October 18, 1977, under Auditor's File Number 2479646.

Situated in Yakima County, State of Washington.

Assessor's Parcel No. 230924-12016 LC - 440

91

**PARCEL B:**

That portion of the East 323.6 feet of the West 1007.2 feet of the Northwest 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 23, E.W.M., lying Southwesterly of SR-822 right of way.

Situated in Yakima County, State of Washington.

Assessor's Parcel No. 230924-12017

LC - 440

**PARCEL C:**

That portion of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 23, E.W.M., lying Northerly of the Union Pacific Railway right of way and Westerly of the SR 82 right of way;

AND

That portion of the former Union Pacific Railway right of way now designated as Tracts D and F of Survey recorded in Book 62 of Surveys, Page 81, records of Yakima County, Washington;

EXCEPTING therefrom the following:

The Easterly 400 feet of the Southerly 140 feet of the Southwest 1/4 of the Northeast 1/4 of Section 24, Township 9 North, Range 23, E.W.M., lying North and West of the County road right of way.

Situated in Yakima County, State of Washington.

Assessor's Parcel No. 230924-12018

LC - 440

SUBJECT TO unpaid local improvement assessments, and/or irrigation assessments, if any, levied by the City of Grandview

SUBJECT TO charges, if any, due the Sunnyside Valley Irrigation District for water supplied. Inquiry should be made at the offices of said company relative to said charges.

SUBJECT TO terms and conditions of the Shirley Ingham Trust under which title is vested.

NOTE: According to available information, Janet Ingham, as replacement Trustee is authorized to sign on behalf of the Shirley Ingham Trust. If said signatory has changed, we must be advised relative thereto.

SUBJECT TO an easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes, for a pipeline or pipelines, with the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove said lines with right of ingress and egress, in favor of Pacific Northwest Pipeline Corporation, as recorded in Volume 554 of Deeds, under Auditor's File Nos. 1601004 and 1601005.

SUBJECT TO relinquishment of access to State Highway and of light, view, and air, by Deed to the State of Washington as recorded February 8, 1978, under Auditor's File No. 2492267.

Real Estate Contract - Page 2 of 10

SUBJECT TO a right-of-way to construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof on, over and through said property, as recorded January 4, 1956, in Volume 554 of Deeds, under Auditor's File No. 1600971.

SUBJECT TO an easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes, for a telephone line, in favor of Pacific Telephone and Telegraph Company, as recorded in Volume 204 of Deeds, under Auditor's File No. 208624.

SUBJECT TO relinquishment of access to State Highway and of light, view and air, by Deed to the State of Washington as recorded November 14, 1977, under Auditor's File No. 2482670.

SUBJECT TO relinquishment of access to State Highway and of light, view and air, by Deed to the State of Washington as recorded October 18, 1977, under Auditor's File No. 2479646. Said instrument reserves access to cul-de-sac.

SUBJECT TO a temporary permit to construct a drainage facility over and across said premises, granted to the State of Washington by instruments recorded under Auditor's File Nos. 2482671 and 2482672.

SUBJECT TO a temporary permit to construct a weir box on said premises, granted to the State of Washington, by instrument recorded under Auditor's File No. 2482673.

SUBJECT TO an easement affecting a portion of said premises and for the purposes stated herein, and incidental purposes, for a pipeline, in favor of Northwest Pipeline Corporation, as recorded November 17, 1978, under Auditor's File No. 2525438.

SUBJECT TO terms and conditions of Relinquishment, recorded April 5, 1979, under Auditor's File No. 2540109.

SUBJECT TO latecomer's Agreement and the terms, conditions and obligations thereof between the City of Grandview and Bleyhl Farm Service, Inc., as recorded February 22, 2002, under Auditor's File Nos. 7259084 and 7259085.

SUBJECT TO easement or right-of-way for necessary canals, tunnels or other water conduits and for telephone and transmission lines required in connection with the Sunnyside Valley Irrigation District, contained in instruments of record.

SUBJECT TO matters dependent upon inspection of the premises have been cleared for ALTA Mortgagee's Policy as of November 2, 2015 at 8:00 A.M. ALTA Mortgagees Policy when issued will contain ALTA Standard Endorsement.

SUBJECT TO pendency of Yakima County Superior Court Cause No. 77-2-01484-5, State of Washington, Department of Ecology, Plaintiff vs. (numerous named defendants), notice of which is given by Lis Pendens recorded under Yakima County Auditor's File No. 2479271, being an action for the determination of the rights to divert, withdraw, or otherwise make use of the surface waters of the Yakima River Drainage Basin, in accordance with the provisions of Chapters 90.03 and 90.44 Revised Code of Washington. (Attorney for Plaintiff: Charles B. Roe, Jr., Senior Assistant Attorney General)

Real Estate Contract - Page 3 of 10

City of Grandview and Bleyhl Farm Service, Inc., as recorded February 22, 2002, under Auditor's File Numbers 7259084 and 7259085.

**SUBJECT TO** easement and rights of way over the lands herein described as may be Necessary for canals, tunnels, or other conduits and for telephone and transmission lines, required in connection with the Irrigation works constructed, disclosed by deeds or water contracts appearing in the record executed in favor of: Sunnyside Valley Irrigation District.

**SUBJECT TO** easements, right of way, reservations and restrictive covenants appearing in the chain of title or otherwise apparent, laws, contracts and proceedings relative to water, water rights and drainage, and to taxes, assessments and charges falling due against the premises subsequent to the date hereof, and further subject to pending litigation for the determination of rights to use surface waters of the Yakima River Drainage Basin.

**2. PURCHASE PRICE:** The purchase price is THREE HUNDRED FIFTY THOUSAND and 00/100 U.S. DOLLARS (\$350,000.00). Purchaser agrees to pay a down payment of FIFTY THOUSAND and 00/100 DOLLARS (\$50,000.00) with the balance, together with interest on deferred balances, at the rate of seven percent (7.0%) per annum from March 7, 2016, as follows:

**2.1. Monthly Installments:** The balance shall be paid in monthly installments of TWO THOUSAND SIX HUNDRED NINETY-FOUR and 00/100 U.S. DOLLARS (\$2,694.00) or more each month, including interest commencing April 1, 2016, and continuing on the same day of each ensuing month thereafter until balance is paid in full or March 1, 2031 at which time the entire remaining balance of principal and interest shall be paid in full. The accrued interest shall first be deducted from each monthly payment and the balance applied to principal. Any monthly payment not paid after ten (10) days of due date will incur an additional penalty of five percent (5%) of said payment to be added to the any such late payment.

**2.2. Prepayment:** The unpaid balance hereunder may be prepaid wholly or partially at any time without penalty. If Purchaser makes a partial prepayment, then there will be no changes in the due dates on payments unless the Seller agrees in writing to those changes.

**2.3. Contract Collection:** All payments required to be made by Purchaser shall be deposited at Pacific Alliance or other suitable Contract Collection agency, (the "Contract Collection agent"). All Contract Collection fees shall be shared equally by Seller and Purchaser.

**2.4. Statutory Warranty, Deed:** Concurrently herewith Seller has executed a warranty deed, hereinafter referred to, which deed, together with a copy of this Real Estate Contract will be deposited with Contract Collection agency with appropriate instructions for delivery thereof to Purchaser when this Real Estate Contract has been fully satisfied.

**3. POSSESSION:** Purchaser shall be entitled to possession of the property on date of closing

**4. ASSESSMENTS AND TAXES:** Purchaser shall pay, before delinquency, all taxes, assessments, water rents or water assessments, utility charges, and operation or construction charges not now delinquent, and all levied or assessed against the property and hereafter falling due; except the real

Real Estate Contract - Page 4 of 10

estate taxes for year 2016 shall be prorated. In the event any taxes, assessments or charges to be paid by Purchaser are paid by Seller, Purchaser shall promptly reimburse Seller. Upon failure of Purchaser to pay any taxes, assessments or charges to be paid by Purchaser, Seller may, at Seller's option, declare a forfeiture of this Contract or pay and discharge any such tax, assessments or charge, and any amount so paid shall be added to and be secured in the same manner as the unpaid purchase price, bear interest at the rate of 1.5% per month, and be due immediately.

5. **IMPROVEMENTS:** All improvements now or hereafter made to or placed on the property shall become a part thereof and shall not be removed.
6. **LIENS, CHARGES AND ENCUMBRANCES:** Purchaser shall pay, before delinquency of any debts secured thereby, all liens, charges or encumbrances hereafter lawfully imposed on the property, assumed by Purchaser in this Contract or subject to which this purchase and sale is made; and shall not allow any part of the property to become subject to liens, charges or encumbrances having priority over the rights of Seller in the property. Notwithstanding anything to the contrary provided above in this paragraph 6, Purchaser shall not be responsible for any liens or encumbrances (or payment of the obligations secured thereby) imposed upon said property subsequent to the date of this Contract by or through Seller unless such liens, encumbrances or obligations are expressly assumed by Purchaser.
7. **EXISTING MORTGAGE OR SECURED OBLIGATION:** No mortgage or secured obligations exist.
8. **CONDITION OF PREMISES AND UPKEEP:** Purchaser shall maintain the property and all improvements now or later placed on the property in good state of repair, shall not make any material alterations without the written consent of Seller and shall not allow or commit any waste. Breach of this provision shall entitle Seller, upon the giving of three (3) days written notice, to go upon the property and perform such services and acts as are necessary to comply with this provision. The necessary costs and expenses of these services and acts shall be considered an indebtedness immediately payable to Seller, and which Seller has the right to collect, or, at Seller's option, shall be considered an obligation under the Contract, shall be added to the principal of the Contract, and shall bear interest at the Contract rate from the date that the indebtedness was incurred. The methods of giving notice as herein provided shall be in the same manner as provided for in RCW 61.30.050(2)(b). Purchaser is expressly permitted to remove the existing grape vineyard to allow for development of the property.
9. **USE OF PROPERTY:** Purchaser shall not make nor allow any unlawful use of the property.
10. **INSURANCE:** Purchaser shall insure with companies satisfactory to Seller the buildings now or hereafter placed on the property and all personal property included in this Contract in the sum of not less than its full insurable value, with loss thereunder payable first to Seller, then to Purchaser, as their respective interests may appear. A copy of the policy shall be provided to Seller.

In the event of destruction of or damage to any said buildings or personal property and the collection of insurance during the life of this Contract, the money received on said insurance may, at the option of Purchaser, be used in the restoration of said improvements, provided that Purchaser is not at the time in default under the provisions of this Contract. If Purchaser fails to procure insurance, Seller is authorized to do so, and the cost may be added to the balance due hereunder and shall bear interest at 1.5% per month, and shall become due immediately, or Seller may, at Seller's option, forfeit this Contract for the failure of Purchaser to procure insurance.

Real Estate Contract - Page 5 of 10

11. **CONDEMNATION:** If the property or any part shall be taken and condemned, such taking shall not be a ground for rescission of this Contract. The award made for the taking shall be deemed to be the property of Purchaser, but shall be paid to Seller to apply upon the purchase price, not exceeding any amounts then unpaid hereunder.
12. **ASSIGNMENT OR TRANSFER:** The Purchaser shall not assign this Contract, sell the real estate or transfer any interest in, or possession of, the real estate without the written permission of the Seller. Once given, such consent shall not waive the requirements of this paragraph as to any subsequent assignment, sale or transfer.
13. **DESTRUCTION OF PROPERTY:** in the event of damage to or destruction of any buildings or improvements upon the property, such damage, as between the parties, shall be the loss of the Purchaser and shall not be a ground for rescission of this Contract or abatement of purchase price.
14. **HAZARDOUS MATERIALS:** The Purchaser hereby agrees that it will not, during the term of this Contract, without first obtaining the Seller's written consent and without complying with all applicable state, federal and local laws and regulations, place upon or within the soil of the purchased premises, any hazardous substances as that term is defined by federal, state or local law, including but not limited to the Federal Resource Conservation Recovery Act or 1976, 42 USC 6901, et seq, Federal Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 USC 9601, et seq, Federal Insecticide, Fungicide and Rodenticide Act, Federal Pesticide Act of 1978, 7 USCP 13, et seq, Federal Toxic Substances Control Act, 15 USC 2601, et seq, Washington Hazardous Waste Management Act, RCW 70.105, Washington Pesticide Control Act, RCW 15.58 and the Washington Model Toxic Control Act, RCW 70.05D.010 et seq. The Purchaser further agrees that in the event such hazardous materials are placed upon the purchased property with the Seller's written consent, the Purchaser shall at its own expense follow and abide by all state, federal and local regulations concerning the handling of such hazardous materials and the removal of the same if required by the Seller or by any lawful authority. If the Purchaser places any such materials upon the purchased property without the Seller's written consent, or fails to remove such materials within thirty (30) days of the Seller's request to do so, or fails to comply with any regulations or orders of a governmental authority or of the Seller, then the Seller may, at its option, exercise any of Seller's remedies for default in the terms of this contract. The Purchaser agrees that in either event it will, at its own expense, (i) do whatever is necessary to eliminate or remove such hazardous materials from the purchased premises; (ii) otherwise comply with any applicable state, federal or local regulations or orders; (iii) pay the costs thereof; and (iv) hold the Seller harmless from, and indemnify the Seller for, all loss, damage and expense incurred in any investigation, defense or settlement of any claims related directly or indirectly in whole or in part, to the presence or removal of any hazardous materials on the purchased property. Adequate facilities meeting all Federal, State and local regulations for the collection of contamination from washing, cleaning and servicing of vehicles may be constructed with the written approval of the Seller.
15. **DEED:** When Purchaser has fully performed this Contract a statutory warranty deed conveying the property free and clear of all encumbrances, except any encumbrances agreed to by Purchaser, shall be delivered to Purchaser. Warranties of Seller are limited to the date of this Contract, except for affirmative acts of Seller thereafter.

16. **TITLE:** Seller shall obtain a standard Owner's form policy of title insurance showing insurable title in Seller as of the date of this Contract, excepting matters herein expressly agreed to by Purchaser or herein expressly provided to be satisfied hereafter by Seller, and insuring Purchaser for the amount of the purchase price of the real property to be sold.

17. **SELLER'S REMEDIES:** Time is of the essence of this Contract. If the Purchaser fails to make any payment or perform any obligation hereunder, Seller shall be entitled to exercise all rights and remedies as allowed by law or equity, including the right to elect one or more of the following remedies:

(1) To forfeit this Contract under RCW 61.30, in which event, without limiting any remedies of Seller as provided by the said statute, all right, title and interest of Purchaser and parties claiming an interest in the real and/or personal property subject to this Contract shall be canceled and terminated; all prior payments shall be retained by the payee thereof; all improvements and unharvested crops shall be forfeited; and Seller shall be entitled to possession of the real and/or personal property, which right may be enforced under the provisions of RCW 59.12.

(2) To declare all amounts payable under this Contract immediately due and payable and institute suit to collect such amounts, together with reasonable attorney's fees; provided if within thirty (30) days after commencement of such action, Purchaser cures the default(s) and pays to Seller, Seller's actual attorney's fees incurred and other taxable costs of suit, this Contract shall be reinstated.

(3) To commence an action for the collection of past due payments or obligations arising prior to the date of judgment.

(4) To commence an action for specific enforcement of Purchaser's obligations under this Contract (including redress by either a mandatory or prohibitive injunction).

(5) Sue to foreclose this Contract as a mortgage, in which event Purchaser may be liable for a deficiency.

(6) If Purchaser is in default under this contract, Purchaser shall leave the real property, subject hereto, in a clear and level condition.

(7) If Purchaser is in default under this Contract and abandons the real property, subject hereto, pending the exercise of other rights or remedies as provided for herein, Seller may take immediate possession of the real property for the purposes of preserving or otherwise protecting the property from loss, damage or waste.

18. **RECEIVER:** If Seller has instituted any proceedings specified in Paragraph 16, and Purchaser is receiving rental or other income from the property, Purchaser agrees that the appointment of a receiver for the property is necessary to protect Seller's interest.

19. **NONWAIVER:** Failure of Seller to insist upon strict performance of Purchaser's obligations hereunder (e.g. accepting late or partial payments) shall not be construed as a waiver by Seller of strict

performance thereafter of all of Purchaser's obligations hereunder and shall not prejudice Seller's remedies as provided herein or by law or equity.

20. **VENUE:** If either party commences an action to enforce their rights under this Contract, venue of such action, at the option of Seller, shall lie in Yakima County, Washington.

21. **ATTORNEY'S FEES - COSTS:** In the event of a lawsuit between the parties to this Contract, the prevailing party shall be entitled to recover judgment against the other party for reasonable attorney's fees and costs (including title and lien searches) incurred either at trial or on appeal. If either party exercises any non-judicial right or remedy to enforce such party's rights hereunder, it shall be a condition for the cure of the default that the defaulting party pay the non-defaulting party's reasonable attorney's fees incurred and all reasonable costs, including costs of service of notice and title and lien searches. Failure to pay such costs and reasonable attorney's fees shall constitute an event of default under this Contract.

22. **PURCHASER'S REMEDIES:** If Seller defaults with respect to Seller's obligations under this Contract, and if such default continues for thirty (30) days after Purchaser gives Seller written notice specifying the nature of the default and actions necessary to cure the default, Purchaser shall have the right to specifically enforce this Contract, institute suit for damages caused by the default or pursue any other remedy allowed by law or equity.

23. **NOTICE:** Wherever it is provided herein that notice can be served upon the Seller, notice shall be deemed adequately served if sent by certified mail, return receipt requested, to the Seller's address at:

Shirley Ingham Trust  
Janet Ingham  
5710 Primrose Court  
Moxee, WA 98936

Wherever it is provided herein that notice can be served upon the Purchaser, notice shall be deemed adequately served if sent by certified mail, return receipt requested, to the Purchaser's address at:

Maria Gloria Mendoza  
109 W. 2<sup>nd</sup> Street  
Grandview, WA 98930

Either party may provide the other party written notice of a different address for mailing notices.

24. **BINDING EFFECT:** This agreement shall be binding upon and shall inure to the benefit of the legal representatives and proper assigns and successors of the parties.

25. **EFFECTIVE DATE:** Contract shall become effective upon the date of signing by the last party to sign.

SELLER:  
THE SHIRLEY INGHAM TRUST

PURCHASER:  
MARIA GLORIA MENDOZA dba GMC TRAINING INSTITUTE

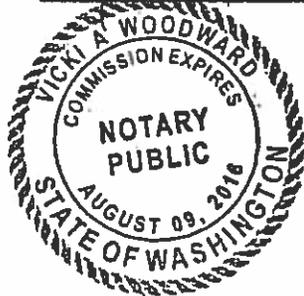
By Janet Ingham  
Janet Ingham, Trustee

By Maria Gloria Mendoza  
Maria Gloria Mendoza, sole owner

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF YAKIMA )

I certify that I know or have satisfactory evidence that Janet Ingham is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of the Shirley Ingham Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: March 7, 2014



Vicki A. Woodward  
NOTARY PUBLIC in and for  
The State of Washington  
My appointment expires: 8/9/14  
VICKI A WOODWARD  
Print Name

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF YAKIMA )

I certify that I know or have satisfactory evidence that Janet Ingham is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Trustee of the Shirley Ingham Trust, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC in and for  
The State of Washington  
My appointment expires: \_\_\_\_\_  
\_\_\_\_\_  
Print Name

STATE OF WA)  
                  ) SS  
COUNTY OF Yakima

On this day personally appeared before me Maria Gloria Mendoza to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that he/~~she~~/they signed the same as his/~~her~~/their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 14<sup>th</sup> day of March, 2014

Vicki A Woodward  
Notary Public in and for the State of  
Washington, residing at Yakima  
My appointment expires 8/14/14





COUNTY EXCISE TAX

DATE 2/5/16  
PAID \$ none  
REC. NO. 396785  
BY CCool  
Yakima County Treasurer's Office

FILE# 7681610  
YAKIMA COUNTY, WA  
02/05/2016 03:38:21PM  
SELLERS ASSIGNMENT  
PAGES: 3  
VALUED CUSTOMER  
GARY H CULLIER  
Recording Fee: 64.00

Upon recording, please return to:

Law Office of Gary M. Cuillier  
314 No. 2<sup>nd</sup> Street  
Yakima, WA 98901

<b>DOCUMENT TITLE:</b> SELLER'S ASSIGNMENT OF CONTRACT AND DEED
<b>REFERENCE NUMBER OF RELATED DOCUMENT:</b> A.F. NO. 7584122
<b>GRANTOR:</b> EARL INGHAM FARMS, LLC, a Washington limited liability company
<b>GRANTEE:</b> TERRY INGHAM, Trustee of THE SHIRLEY INGHAM TRUST
<b>ABBREVIATED LEGAL DESCRIPTION:</b> Ptn. of NE ¼ of Sec. 24, Twship. 9 N., R. 23 E.W.M.
<b>ADDITIONAL LEGAL DESCRIPTION ON PAGE 2 OF DOCUMENT</b>
<b>ASSESSOR'S TAX PARCEL NUMBERS:</b> 230924-12004; 230924-12007 (now 230924-12013); 230924-12010 (now 230924-12014); 230924-13011 (now ptn. of 230924-12012, 230924-12013 and 230924-12014).

**SELLER'S ASSIGNMENT OF CONTRACT AND DEED**

THE GRANTOR, EARL INGHAM FARMS, LLC, by and through its sole member and manager TERRY INGHAM, for value received does hereby convey and quit claim to TERRY INGHAM as the Trustee of THE SHIRLEY INGHAM TRUST the Seller's interest in the Real Estate Contract for the sale and purchase of the following described real estate located in Yakima County, Washington, together with all after acquired title of the Grantor therein:

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The property described in said Real Estate Contract which consists of the following Assessor's Tax Parcel Numbers: 230924-12004; 230924-12007 (now 230924-12013); 230924-12010 (now 230924-12014); 230924-13011 (now ptn. of 230924-12012, 230924-12013 and 230924-12014).

and does hereby assign, transfer and set over to the GRANTEE that certain Real Estate Contract dated the 27<sup>th</sup> day of September, 2007, filed under Auditor's File No. 7584122 between TERRY INGHAM, Trustee of THE SHIRLEY INGHAM TRUST, as Seller, and EARL HORN, as Purchaser, for the sale and purchase of the real estate described therein. The GRANTEE hereby assumes and agrees to fulfill the conditions of said Real Estate Contract and the GRANTOR hereby covenants that there is now unpaid on the principal of said contract the sum of \$385,000.00 plus accrued interest thereon.

Excise tax was paid on said Real Estate Contract under Receipt No. 396785.

DATED this 5<sup>th</sup> day of February, 2010.

  
\_\_\_\_\_  
TERRY INGHAM,  
as sole member and manager of  
Earl Ingham Farms, LLC,  
a Washington limited liability company



SELLER'S ASSIGNMENT OF CONTRACT AND DEED - Page 2 of 3

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF YAKIMA )

On this day personally appeared before me Terry Ingham who signed this instrument as the sole member and manager of EARL INGHAM FARMS, LLC, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5<sup>th</sup> day of February, 2010.



Gary M. Guiller  
Printed Name: GARY M. GUILLER  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON  
Residing at: Yakima  
My Commission Expires: 9-17-10

SELLER'S OBLIGATIONS IN SAID REAL ESTATE CONTRACT assumed this 5<sup>th</sup> day of February, 2010.

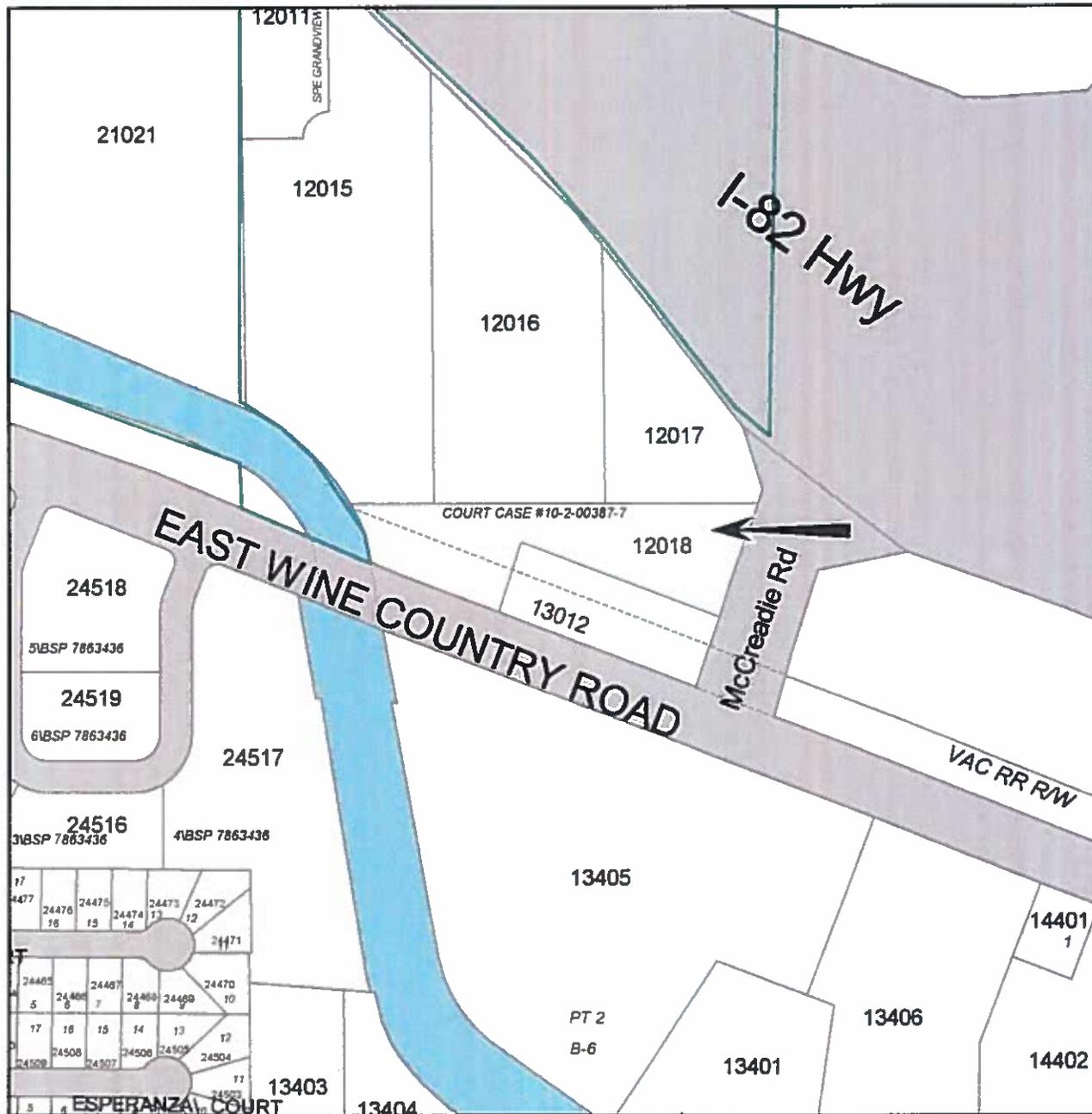
Terry Ingham  
THE SHIRLEY INGHAM TRUST, Grantee,  
by Trustee TERRY INGHAM

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# Yakima County GIS - Washington Land Information Portal

[\[Print Map\]](#)  
[\[Close Map\]](#)

[Yakimap.com](http://Yakimap.com)



Map Center: Range:23 Township:9 Section:24

City Limits  
 Sections

[WWW.YAKIMAP.COM](http://WWW.YAKIMAP.COM)

Yakima County GIS  
128 N 2nd Street  
Yakima, WA 98901  
(509)574-2992



One Inch = 300 Feet  
Feet 200 400

MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION

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Printed On: 9/14/2016 3:55:16 PM

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REPORT OF GRANTOR OF WAY CONTRACT

Line No. 504-33
R/W No. 2-30-244
Site Washington
County Yakima
Date
W.D. No.

For and in consideration of the sum of Ten (\$10.00) Dollars cash, the receipt of which is hereby acknowledged, and in addition thereon, an aggregate sum equal to One (\$1.00) Dollar per linear rod of pipeline constructed under the terms hereof, to be paid at the time and in the manner hereinbefore set forth.
Milo J. Tolbert and Josephine J. Tolbert, his wife.

whose address is Rm. 2, Box 164, Grandview, Washington
hereinafter referred to as Grantors, (whether one or more), do hereby grant and convey unto PACIFIC NORTHWEST PIPELINE CORPORATION, a Delaware corporation, its successors and assigns, hereinafter referred to as Grantee, the right to select the route for and construct, maintain, inspect, operate, protect, repair, replace, alter or remove a pipeline or pipelines for the transportation of oil, gas and the products thereof, on, over and through the following described lands, which Grantors warrant that they are the owners in fee simple, situated in the County of Yakima, State of Washington, to-wit:

Beginning at the northeast corner of the South Half of Northeast Quarter (34) of NE 1/4 of Section 24, Township 2 North, Range 23 East; thence west along the north line of said subdivision to a point 100 feet west of the northwest corner of the Southeast Quarter of the Northeast Quarter (34) of NE 1/4; thence south 21° 47' west 218.2 feet, more or less, to the northerly right of way line of Union Pacific Railway; thence southeasterly 1019.3 feet, more or less, along said northerly right of way line to the east line of said section; thence north along said section line to the point of beginning; EXCEPT the east 40 feet for County road.

Section 24, Township 2N, Range 23E, together with the right of ingress and egress to and from said line or lines, or any of them, for the purposes aforesaid; hereby releasing and waiving, as to Grantors, all rights under and by virtue of the homestead exemption laws of said state.

Grantor agrees that after it has completed its survey of the route for its pipeline and has established the route thereof and before pipeline construction is commenced, it will pay Grantee, in proportion to Grantee's respective interests, a total sum equivalent to One (\$1.00) Dollar per linear rod of pipeline so surveyed and established.

Grantors shall have the right to use and enjoy the above described premises, except as to the rights herein granted; and Grantors agree not to build, remove or construct or to permit to be built, erected or constructed any structure, building, engineering works, or other structures over or near which would interfere with said pipeline or lines or Grantee's rights hereunder. Grantor hereby agrees to pay any damages which may arise to growing crops, pastures, timber, fences or buildings of said Grantee from the exercise of the rights herein granted; and damages, if not normally agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the undersigned Grantors, their successors, heirs or assigns, one to be appointed by the Grantee, its successors or assigns, and the third by the two so appointed, and the written award of such three persons shall be final and conclusive.

Should more than one pipeline be laid under this grant, at any time, an additional consideration, calculated on the same basis per linear rod as specified above, shall be paid for each such line laid.

It is agreed that the obligation of Grantee to make any payment hereunder shall be satisfied by delivery of such payment to any of the Grantors for the benefit of all Grantors.

Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction thereof, be trenched to such depth as will not interfere with such cultivation.

The Grantor shall have the right to assign this grant in whole or in part.

It is agreed that this grant covers all the agreements between the parties hereto and that no representations or statements, verbal or written, have been made, modifying or adding to or changing the terms of this agreement.

The interest of the Grantee in the property covered hereby is to be held by the Grantee subject to the lien of and in accordance with the provisions of the Mortgage and Deed of Trust dated as of October 1, 1933, from Pacific Northwest Pipeline Corporation to J. P. Morgan & Co., Inc., and Robert P. Howe, as Trustees.

The terms, conditions and provisions of this contract shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

TO HAVE AND TO HOLD said right-of-way and easements unto said Grantee, its successors and assigns until such time pipeline be constructed and as long thereafter as a pipeline is maintained thereon.

IN WITNESS whereof the Grantors herein have executed this conveyance this 14th day of August, 1935.

WITNESSES:

Milo J. Tolbert

105

INDIVIDUAL ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_

and he acknowledged to me to be the person described in and who executed the foregoing instrument, and duly acknowledged to me that he executed the same for the purposes and consideration therein expressed.  
IN WITNESS WHEREOF I have set my hand and official seal.

My Commission expires \_\_\_\_\_  
Notary Public, Reading, Pa.

JOINT ACKNOWLEDGMENT

THE STATE OF Washington  
COUNTY OF Yakima

On this the 2 day of August, 1955, before me personally appeared \_\_\_\_\_

Ellie J. Holcomb and Josephine J. Holcomb

his wife, known to me to be the persons described in and who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes and consideration therein expressed.  
IN WITNESS WHEREOF I have set my hand and official seal.

My Commission expires \_\_\_\_\_  
Notary Public, Reading, Pa. Lloyd H. Holcomb  
Sumner, Wash.

FEDERAL RESERVE BANK OF SEATTLE WASHINGTON DEPARTMENT OF COMMERCE FEDERAL RESERVE SYSTEM 1955	TO FEDERAL NATIONAL ASSOCIATION OF REAL ESTATE BROS. OF AMERICA 1700 K STREET, N.W. WASHINGTON, D.C.	FROM ELLIE J. HOLCOMB JOSEPHINE J. HOLCOMB 1700 K STREET, N.W. WASHINGTON, D.C.	THIS CHECK IS NOT VALID UNLESS IT IS COUNTERSIGNED BY THE CASHIER OF THE BANK OF THE ISSUING BANK.	FEDERAL RESERVE BANK OF SEATTLE WASHINGTON DEPARTMENT OF COMMERCE FEDERAL RESERVE SYSTEM 1955
--	---	---	---	--

JOINT ACKNOWLEDGMENT

THE STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me personally appeared \_\_\_\_\_

his wife, known to me to be the persons described in and who executed the foregoing instrument, and duly acknowledged to me that they executed the same for the purposes and consideration therein expressed.  
IN WITNESS WHEREOF I have set my hand and official seal.

My Commission expires \_\_\_\_\_  
Notary Public, Reading, Pa.

106

304  
624

208624. RIGHT OF WAY DEED. Filed Dec 22 1920 at 4.43 P M and recorded in Vol 204 of Deeds, page \_\_\_\_ Dated Nov 20 1920 Con \$1

ERNEST G KERMEN

to

PACIFIC TELEPHONE AND TELEGRAPH COMPANY

A r of w is hereby granted to sp its successors and assigns with the right to erect and maintain poles with the necessary wires and fixtures thereon and to keep same free from foliage across that certain property belonging to fp and sit in YCW to-wit:

Paralleling and 5 ft N of the Oregon-Washington Railway Company r of w through the St NE Sec 24-9-23 E W M as indicated by the sketch on the back hereof.

It is understood that the employes of said Telephone Company shall at any time when necessary have access to said r of w and the poles and wires thereon for purposes of repairs etc provided always that said Telephone Company shall be responsible for any damage which may be unnecessarily done to the property above des

ERNEST G KERMEN

1 Wit.

Ack in YCW Nov 20 1920 by Ernest G Kermen before Edward C Jackson N P i and f the s of w residing at Sunnyside Seal Aug 26 1924.

107

2482670

2482670

In the Matter of State Route (SH No. \_\_\_\_\_)

SR 82, Grandview Vicinity: Puterbaugh Rd. to Albro Rd.

KNOW ALL MEN BY THESE PRESENTS, That the Grantors, NATHALIA JONES, formerly NATHALIA IBLINGS, as her separate estate and ANNIE JONES, her husband, and LOUIS T. MILLER and SHARON R. MILLER, husband and wife,

for and in consideration of the sum of ten (\$10.00) - - - - - Dollars, and other valuable consideration hereby convey and warrant to the STATE OF WASHINGTON, the following described real estate situated in Yakima County, in the State of Washington, to the same extent and purpose as if the rights herein granted had been acquired under Eminent Domain statute of the State of Washington:

TRACT I: All that portion of the hereinafter described Parcel "A" lying northerly of Line 1 hereinafter described except that portion thereof lying northeasterly of Line 2 hereinafter described:

Line 1: Beginning at a point on the northerly right of way line of the O.W.R. & N. Co. that is 75 feet northwesterly of, when measured at right angles to, the CL Line survey of SR 82, Grandview Vicinity: Puterbaugh Rd. to Albro Rd.; thence southeasterly, along said right of way line, to a point that is 75 feet southeasterly of, when measured at right angles to, said CL line; thence northeasterly, in a straight line, to a point opposite Highway Engineer's Station (hereinafter referred to as HES) CL 13+00.00; thence northeasterly, to a point opposite HES LE 931+00 on the LE line survey of said SR 82 and 350 feet southwesterly therefrom; thence southeasterly, to a point opposite HES LE 936+00 and 200 feet southwesterly therefrom; thence southeasterly to a point opposite HES LE 945+00 and 102.54 feet southwesterly therefrom; thence southeasterly to a point opposite HES LE 946+00 and 100 feet southwesterly therefrom; thence southeasterly, parallel with said LE line, to a point opposite HES LE 950+00.

Line 2: Beginning at a point opposite HES LE 936+00 and 300 feet northeasterly therefrom; thence southeasterly to a point opposite HES LE 941+65.81 P.C. and 200 feet northeasterly therefrom; thence southeasterly, parallel with said LE line, to a point opposite HES LE 947+00

TRACT II: That portion of the hereinafter described Parcel "A" lying easterly of a line drawn parallel with and 30 feet westerly of, when measured at right angles to, the CF line survey of SR 82, Grandview Vicinity: Puterbaugh Rd. to Albro Rd.

PARCEL "A": That part of the south half of the northeast quarter of Section 24, Township 9 North, Range 23 E.W.M., lying northerly of the northerly right of way line of the O.W.R. & N. Co., and easterly of the following described line: Beginning at a point 1835.5 feet west of the southeast corner of the north half of the northeast quarter of said Section 24; thence south 21°49' west 215.2 feet to the north line of the O.W.R. & N. Co. right of way, and the terminus of said line, EXCEPT Beginning at a point 500 feet north 88°41' west of the Northeast corner of the southwest quarter of the northeast quarter of said Section 24; thence south 21°49' west 195 feet to the Union Pacific Railway right of way; thence south 68°27' east 179.89 feet, along said right of way line; thence north 244.75 feet, to the north line of the southwest quarter of the northeast quarter of said Section 24; thence north 88°41' west 100 feet, along said North line, to the point of beginning, ALSO EXCEPT a parcel of land, 50 feet wide, parallel with and adjacent to the north line of the southeast of the northeast quarter and the north line of the east 400 feet of the southwest quarter of the northeast quarter of said Section 24, and, ALSO EXCEPT the east 20 feet for road.

Also, the grantors herein convey and grant to the State of Washington all rights of ingress and egress (including all existing, future or potential easements of access, light, view and air) to, from and between SH 82, Grandview Vicinity: Puterbaugh Road to Albro Road and the remainder of said tract. Except that the grantors herein reserve for themselves, their heirs, successors or assigns, the right of reasonable access to the CF line of said highway.

The lands herein conveyed contain an area of 9.72 acres, more or less, the specific details concerning all of which are to be found within that certain map of definite location now of record and on file in the office of the Director of Highways and bearing date of approval October 10, 1975, revised January 7, 1977.

The undersigned hereby agree to surrender legal possession of the rights herein conveyed not later than 12-26-77, but not prior to receipt of payment therefore.

It is understood and agreed that the delivery of this deed is hereby tendered and that the terms and obligations hereof shall not become binding upon the State of Washington unless and until accepted and approved hereon in writing for the State of Washington, Department of Highways, by its Director or his duly authorized representative.

Dated this 26 day of September, 1977

Louisa T. Miller  
Sharon R. Miller  
Nathalia Jones  
Onnie Jones

Accepted and approved:  
Date 10-28-77

STATE OF WASHINGTON  
DEPARTMENT OF HIGHWAYS

By: [Signature]  
Title: CHIEF RIGHT OF WAY AGENT

(Individual acknowledgment form)

STATE OF WASHINGTON,

County of Yakima } ss.

I, the undersigned, a notary public in and for the State of Washington, hereby certify that on this 26 day of September, 1977 personally appeared before me NATHALIA JONES, formerly NATHALIA IBLINGS, and ONNIE JONES, her husband and LOUIS T. MILLER and SHARON R. MILLER, his wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged that they signed and sealed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.

YAKIMA COUNTY,  
WASH.

[Signature]  
Notary Public in and for the State of Washington,

Residing at Grandview

FILED BY  
SAFE CO TITLE CO  
NOV 14 11 42 AM '77  
(Individual acknowledgment form)

STATE OF WASHINGTON,

County of \_\_\_\_\_ } ss.

G.W. HATFIELD  
AUDITOR

On this \_\_\_\_\_ day of \_\_\_\_\_ before me personally appeared \_\_\_\_\_ and \_\_\_\_\_

to me known to be the \_\_\_\_\_ and \_\_\_\_\_ of the corporation that executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that \_\_\_\_\_ authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

Given under my hand and official seal the day and year last above written.

Notary Public in and for the State of Washington,

Residing at \_\_\_\_\_

**-H-**

**WARRANTY DEED**

FROM  
Louis T. Miller, et ux, et al

TO  
STATE OF WASHINGTON  
IN

County  
Yakima

File to -  
Oil of Transportation  
Wing adm Bldg  
Olympia WA 98501  
attn: - Judy B. Cooper  
# 5-03888

( SH No. \_\_\_\_\_ )  
82, Grandview Vlc. Fullerton  
St. to Albro Rd.

81080-5 1000

Return Name and Address:

**JOHN E. MAXWELL, P.S., INC.**  
Attorney At Law  
201 East Second  
Post Office Box 489  
Grandview, Washington 98930

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. *RESOLUTION & AGREEMENT*
- 2.
- 3.
- 4.

Grantor(s)(Last name first, first name, middle initials):

1. *BLOYHL FROM SERVICE*
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

Grantee(s)(Last name first, first name, middle initials):

1. *CITY OF GRANDVIEW*
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

Additional legal is on page \_\_\_\_\_ of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number:

Property Tax Parcel ID is not yet assigned.

*270924-13405*

Additional parcel numbers on page \_\_\_\_\_ of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.



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Yakima Co, WA

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**RESOLUTION NO. 99-40**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A LATECOMER'S AGREEMENT  
BETWEEN THE CITY OF GRANDVIEW AND BLEYHL FARM  
SERVICE, INC., REGARDING REIMBURSEMENT OF  
WATERMAIN EXTENSION COSTS**

**WHEREAS**, Bleyhl Farm Service, Inc., (Bleyhl) is the owner of real property within the City of Grandview (City) that is currently unserved by the City water system; and

**WHEREAS**, Bleyhl extended the existing water line and other necessary appurtenance to the property for development of said property; and

**WHEREAS**, the City finds that it is a public necessity for the extension of the water line and that it is in the best public interest of the City, Bleyhl, and for the general public health, safety, benefit, welfare, and economic development; and

**WHEREAS**, no other property owners or users are presently available to share in the cost and expense of construction of such improvements; and,

**WHEREAS**, Bleyhl paid all costs and expenses for the installation of said improvements; and

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

The Mayor is hereby authorized to sign the Latecomer's Agreement between the City and Bleyhl, in the form as attached hereto and incorporated herein by reference, for reimbursement to Bleyhl of water main extension costs.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 7, 1999.

**MAYOR**

  
\_\_\_\_\_

**ATTEST:**

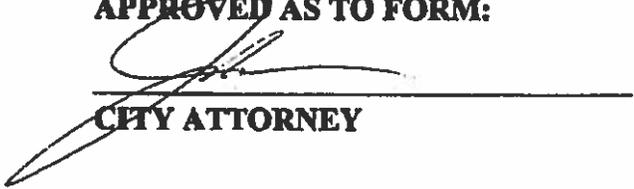
  
\_\_\_\_\_

**CITY CLERK**



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**APPROVED AS TO FORM:**

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



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**LATECOMER'S AGREEMENT AND CONVEYANCE**

This agreement is made and entered into this 21st day of June, 1999, by and between the City of Grandview, a Municipal Corporation located in Yakima County, Washington, hereinafter referred to as "City" and Bleyhl Farm Service Inc., hereinafter referred to as "Developer".

**WITNESSETH:**

**WHEREAS**, the Developer, in reliance on potential reimbursement upon meeting qualifications under City policy, installed certain water facilities and appurtenances at, near, or within the below described property and connected same to the city's utility system so that such improvement constitutes and integral part thereof; and,

**WHEREAS**, no other property owners or users are presently available to share in the cost and expense of construction of such improvements and the parties hereto having in mind the provisions and terms of RCW 35.91.010 et. seq.; and,

**WHEREAS**, the Developer paid all the costs and expenses for the installation of said improvements;

**NOW THEREFORE, THE PARTIES HERETO AGREE AND COVENANT AS FOLLOWS:**

The Developer represents that he is the owner of the following described property: Parcel No. 230924-13405 as per the legal description attached as Exhibit "A" for Parcel A.

The Developer has installed the following described improvements:

1. The installation will comply with all applicable codes and regulations of the City of Grandview. In addition to the terms of this agreement, all facilities offered by the Developer under this agreement upon the City's acceptance, shall be subject to all City ordinances regulating utility facilities in genera, as now or hereafter adopted. The Developer represents that all expenses and claims in connection with the construction and installation of the aforesaid improvements, whether for labor or materials have been or will be paid in full, all at the Developer's expense, and the Developer will defend and hold the City of Grandview harmless from any liability in connection therewith.
2. The Developer certifies that the total estimated cost of said construction as above specified is the sum of \$103,061.38. Exhibit "A" attached hereto, contains the legal description of the lands affected by this Latecomer's



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Agreement and a map showing in outline the land affected by such additional charges per the terms of the agreement. The total cost of said improvement shall be employed to determine the pro-rata reimbursement to the Developer by any owner of real estate, who did not contribute to the original cost of such improvement, and who subsequently wishes to tap on or connect to said facilities, all subject to the laws and ordinances of the City of Grandview and the provisions of this agreement. The pro-rata per square foot is \$0.079; provided that in no event shall the Developer be reimbursed for an amount greater than \$103,061.38 construction costs documented by the developer. The above actual costs shall be subject to annual increase rate of five (5) percent.

3. The Developer agrees that the construction and installation of said described improvements is in the public interest and in furtherance of public health and sanitation.
4. The Developer hereby conveys, transfers and assigns unto the City all right, interest, and title in and to said improvements and all appurtenances and accessories thereto, free from any claim and encumbrance of any party whomsoever. After inspection and approval of such construction by an engineer of the City's choosing and acceptance by the Grandview City Council, the improvements shall be part of the City of Grandview's utility system. The Developer will deliver to the City any and all documents including quit claim Deeds and Bills of Sales that may reasonably be necessary to fully vest title in the City. The Developer will prepare and provide reproducible as-built plans to the City upon conclusion of construction and prior to execution of this reimbursement agreement. The Developer will pay to the City such service fees or other charges as may be imposed by Ordinances of the City of Grandview from time to time applicable to like users of the same class.
5. The Developer guarantees workmanship and materials in the facilities subject to this agreement, for a period of one year after the City's acceptance of the facilities; Developer warrants that the facilities are fit for use as part of the City Sewer system and Water system. Developer will defend and hold the City harmless from any liability claimed by a third person due to faulty workmanship and materials within the aforementioned one-year guarantee period.
6. City reserves the right, without affecting the validity or terms of this Agreement to make or cause to be made extensions or additions to the above improvement and to allow service liability on the part of the City.



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7. No person, firm or corporation shall be granted a permit or be authorized to tap into the facility for water service during the period of 15 years from the date of this contract, without first paying to the City, in addition to any and all other costs, fees and charges made or assessed for each tap, or for the main facilities constructed in connection therewith, the amount required by the provisions of this contract except such charges shall not apply to any extension of the main facility. All amounts so received by the City shall be paid out by it to the Developer under the terms of this agreement within thirty (30) days after receipt thereof. Upon expiration of the aforementioned 15 year term, City shall be under no further obligation to collect or make any further sums to the Developer. The decision of the City Engineer or his authorized representative in determining or computing the amount due from any benefitted owner who wishes to hook up to such improvement, shall be final and conclusive in all respects. Any such reimbursement fees or charges shall be subject to the City of Grandview retaining an administrative fee of five (5) percent of such fees or charges.
8. This Agreement shall become operative upon its being recorded with the Auditor of each County in which any of the benefitted lands are situated, at the expense of the Developer and shall remain in full force and effect for a period of fifteen years after the date of such recording, or until the Developer or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier; provided, that in the event the improvements described herein shall, during the term of this agreement, be rendered useless by the redesign or reconstruction of a portion of the City's facility, such determination of uselessness to be in the absolute judgment of the City's Engineer, then the City's obligation to collect for the Developer of the charges provided pursuant to this agreement shall cease.

Dated this 21st day of June, 1999

**CITY OF GRANDVIEW**

BY: *MWB*

MAYOR

ATTEST:

BY: *A. H. Hauer*

CITY CLERK

**BLEYHL FARM SERVICE INC.**

BY: *Mary R. Blanton*

BY: \_\_\_\_\_



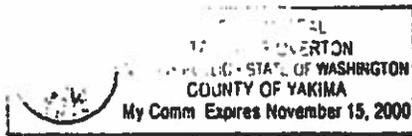
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Yakima Co, WA

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State of Washington )  
 )  
County of Yakima ) ss.

On this day personally appeared before me Mayor Mike Bren and City Clerk Anita Palacios, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and Official Seal, this 21<sup>st</sup> day of June, 1999.



Stephanie Oubre  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Prosser  
My commission expires 11-15-2000

State of Washington )  
 )  
County of Yakima ) ss.

On this day personally appeared before me Gregory J. Robertson and Secretary of State, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and Official Seal, this 15<sup>th</sup> day of July, 1999.

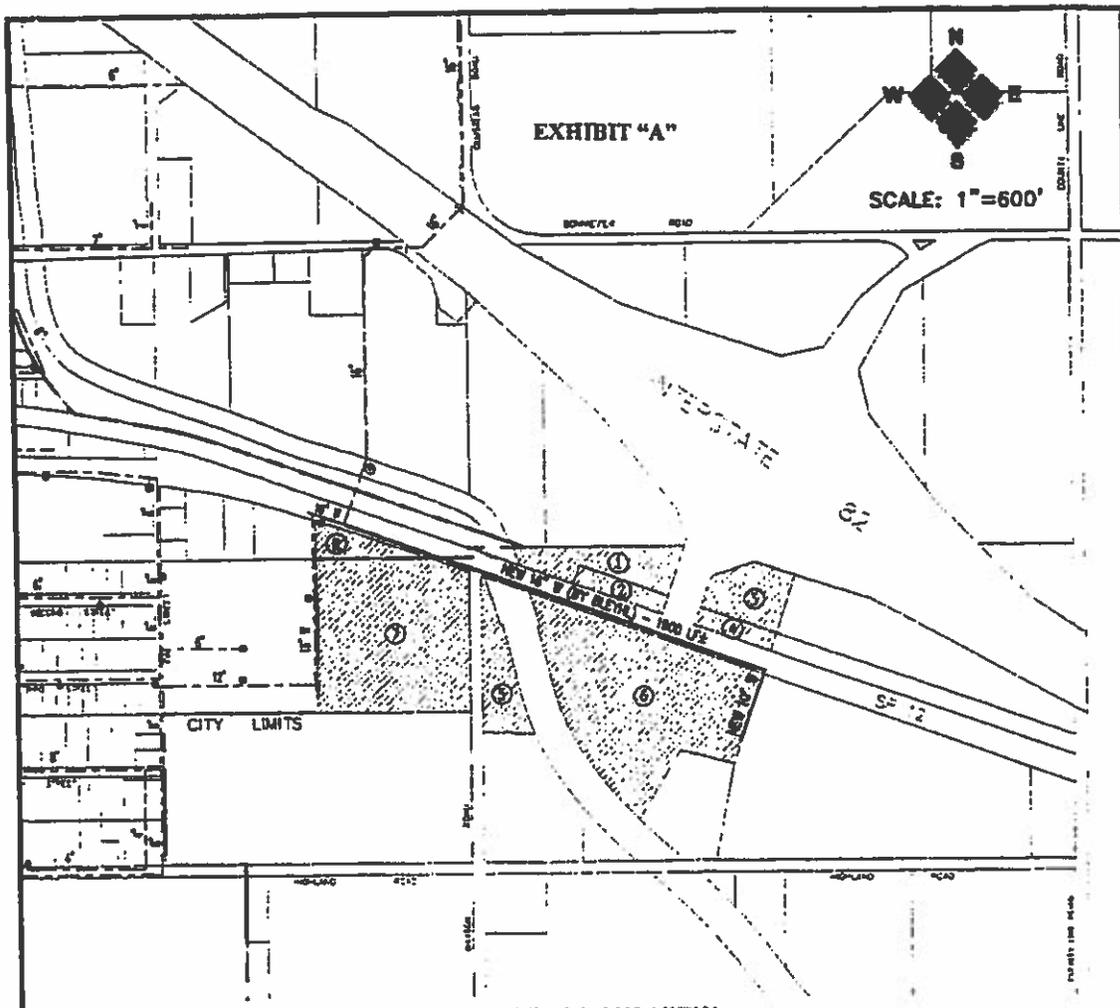


Mary Kay Walker  
NOTARY PUBLIC in and for the  
State of Washington, residing at  
Winchrow WA  
My commission expires 8-1-00



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**CITY OF GRANDVIEW**

Watermain Extension By Bleyhl Farm Service, Inc.  
 "Reimbursement Agreement"

Total Cost of Watermain Extension for Reimbursement - \$103,061.38

Total Area Served By This Extension:

①	Parcel No. 230924-13011	Ingham	1.93 Acres	
②	Parcel No. 230924-13012	Yakima County	0.80 Acres	
③	Parcel No. 230924-13008	Miller	1.70 Acres	(Portion of parcel)
④	Parcel No. 230924-14007	Stall	0.60 Acres	(Portion of parcel)
⑤	Parcel No. 230924-13004	Alexander	3.17 Acres	
⑥	Parcel No. 230924-13402	Bleyhl	11.00 Acres	(Portion of parcel)
⑦	Parcel No. 230924-24002	Alexander	10.00 Acres	(Portion of parcel)
⑧	Parcel No. 230924-21013	Alexander	0.80 Acres	
			<b>30.00 Acres or 1,306,800 Square Feet</b>	

Total Cost of Extension = \$ 103,061.38  
Total Area Served = 1,306,800 sf = \$ 0.079 per Square Foot



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Bleyhl Farm Service  
 Public Water Extension  
 Grandview Project - 1998

Calculation of City Share for oversize of Water Main  
 Revised 2/22/99

Description	Quantity	Unit	16-inch		12-inch	
			Unit Price	Total	Unit Price	Total
Main Line Pipe & Fittings	1840	Lin. Feet	\$ 28.10	\$ 51,704.00	\$ 23.43	\$ 43,111.20
8" Pipe & Fittings for Hydrants	50	Lin. Feet	\$ 10.00	\$ 500.00	\$ 10.00	\$ 500.00
Air Release Valve Assembly	1	Each	\$ 2,180.00	\$ 2,180.00	\$ 2,180.00	\$ 2,180.00
Fire Hydrant Assemblies	4	Each	\$ 1,250.00	\$ 5,000.00	\$ 1,250.00	\$ 5,000.00
Main Line Valves	1	Each	\$ 1,900.00	\$ 1,900.00	\$ 980.00	\$ 980.00
6" Valves	4	Each	\$ 380.00	\$ 1,520.00	\$ 380.00	\$ 1,520.00
SUBTOTAL				\$ 62,804.00		\$ 53,271.20
Sales Tax			7.50%	\$ 4,773.10		\$ 4,048.51
<b>Total Construction Cost</b>				<b>\$ 67,577.10</b>		<b>\$ 57,319.81</b>

Engineering	\$ 8,000.00	\$ 8,000.00
Construction Staking	\$ 1,000.00	\$ 1,000.00
Construction Inspection	\$ 1,000.00	\$ 1,000.00
Material Testing	\$ 300.00	\$ 300.00
<b>Total Engineering Cost</b>	<b>\$ 8,300.00</b>	<b>\$ 8,300.00</b>

**TOTAL WATERLINE EXTENSION COST \$ 78,877.10**  
 (Excluding Canal Crossing)

**\$ 65,819.81**

Cost For oversize to 16-inch

**\$ 10,257.29**

Canal Crossing	\$ 34,787.00
Sales Tax 7.50%	\$ 2,644.57
<b>Total Canal Crossing Cost:</b>	<b>\$ 37,441.57</b>

~~Waterline Extension Cost for LateComer's Agreement \$ 443,249.88~~

\* 103,061.38



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 Yakima Co, WA

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Return Name and Address:  
**JOHN E. MAXWELL, P.S., INC.**  
Attorney At Law  
201 East Second  
Post Office Box 489  
Grandview, Washington 98930

PLEASE PRINT OR TYPE INFORMATION:

Document Title(s)(or transactions contained therein):

1. *RESOLUTION AND AGREEMENT*
- 2.
- 3.
- 4.

Grantor(s)(Last name first, first name, middle initials):

1. *BLAYNE FARM SERVICE*
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

Grantee(s)(Last name first, first name, middle initials):

1. *CITY OF GRANDVIEW*
- 2.
- 3.
- 4.

Additional names on page \_\_\_\_\_ of document.

Legal description (abbreviated: i.e., lot, block, plat or section, township, range, qtr./qtr.)

*PORTIN SECTION 24 TWP 9N R23 EWM*

Additional legal is on page 3 + DPA of document.

Reference Number(s) of documents assigned or released:

Additional numbers on page \_\_\_\_\_ of document.

Assessor's Property Tax Parcel/Account Number:

*230924-13405*

Property Tax Parcel ID is not yet assigned.

Additional parcel numbers on page 2 of document.

The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.



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**RESOLUTION NO. 2000-33**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A LATECOMER'S AGREEMENT  
BETWEEN THE CITY OF GRANDVIEW AND BLEYHL FARM  
SERVICE, INC., REGARDING REIMBURSEMENT OF SEWER LIFT  
STATION AND SEWER SYSTEM EXTENSION COSTS**

**WHEREAS**, Bleyhl Farm Service, Inc., (Bleyhl) is the owner of real property within the City of Grandview (City) that is currently unserved by the City's sanitary sewer system; and

**WHEREAS**, Bleyhl extended the existing sewer line, installed a sewer lift station, and other necessary appurtenance to the property for development of said property; and

**WHEREAS**, the City finds that it is a public necessity for the extension of the sewer system and that it is in the best public interest of the City, Bleyhl, and for the general public health, safety, benefit, welfare, and economic development; and

**WHEREAS**, no other property owners or users are presently available to share in the cost and expense of construction of such improvements; and,

**WHEREAS**, Bleyhl paid all costs and expenses for the installation of said improvements; and

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

The Mayor is hereby authorized to sign the Latecomer's Agreement between the City and Bleyhl, in the form as attached hereto and incorporated herein by reference, for reimbursement to Bleyhl of sewer lift station and sewer system extension costs.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on August 21, 2000.

**MAYOR**



**ATTEST:**



**CITY CLERK**



JOHN ROSELL

RES

\$24.00

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**APPROVED AS TO FORM:**



**CITY ATTORNEY**



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JOHN M. SWELL

RES 824.00

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**RETURN TO:**

City Clerk  
City of Grandview  
207 W. Second  
Grandview, Washington 98930

---

**REIMBURSEMENT AGREEMENT AND CONVEYANCE**

Grantor: Bleyhl Farm Service, Inc.  
Grantee: City of Grandview  
Legal Description (abbreviated): Portion of Section 24, Township 9 North, Range 23, E.W.M.  
Additional Legal Description on Page 2 and Exhibit B  
Parcel Nos.: 230924-13405, 13406, 14402, 14403, 13011, 12010, 12007, 12006, 13008, 24002, 31001, 13404, 42005, 42402, 42403, 13403, 13006, 42002, 42001, 41005, 41404, 41403, 41401, 41402, 14404, 14405, 14406, 14407, 14408, 14409, 14002, 41001, 13401, 14401, 13012, and 13008.

THIS AGREEMENT is made and entered into this 21st day of August, 2000, by and between the CITY OF GRANDVIEW, a Municipal Corporation located in Yakima County, Washington, hereinafter referred to as "City" and BLEYHL FARM SERVICE, INC., a Washington corporation, hereinafter referred as "Developer".

**WITNESSETH:**

WHEREAS, the Developer, in reliance on potential reimbursement upon meeting qualifications under City policy, installed certain sewer facilities, lift station and appurtenances at, near, or within the below described property and connected the same to the City's utility system so that such improvement constitutes an integral part thereof; and,

WHEREAS, no other property owners or users are presently available to share in the cost and expense of construction of such improvements, and the parties hereto having in mind the provisions and terms of RCW 35.91.010 et. seq.; and,



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WHEREAS, the Developer paid all the costs and expenses for the installation of said improvements;

NOW, THEREFORE, THE PARTIES HERETO AGREE AND COVENANT AS FOLLOWS:

1. The Developer represents that it is the owner of the following described property:

**Parcel 1**

Tract 2, according to Short Plat recorded in Book "B" of Short Plats, page 6, Yakima County Auditor's File No. 2392224, records of Yakima County, Washington, described as follows:

Beginning at the Northwest corner of said Tract 2; thence South 69°12'15" East (reference bearing) along the North line thereof 990.93 feet; thence South 20°47'45" West 361.16 feet to the North line of Tract 1 of said Short Plat; thence North 69°12'15" West along said North line 182.82 feet; thence South 33°21'47" West along the West line of said Tract 1 a distance of 367.93 feet to the Easterly right of way line of Sunnyside Main Canal; thence Northwesterly along said right of way to point of beginning.

Parcel No. 230924-13405

AND

**Parcel 2**

That portion of Tract 2 according to Short Plat recorded in Book "B" of Short Plats, page 6, Yakima County Auditor's File No. 2392224, records of Yakima County, Washington, described as follows:

Beginning at the Northwest corner of said Tract 2; thence South 69°12'15" East (reference bearing) along the North line thereof 990.93 feet to the true point of beginning; thence continuing South 69°12'15" East 335.68 feet; thence South 20°47'45" West 325.00 feet; thence South 0°23'40" West 348.25 feet to the South line of said Tract 2; thence North 89°36'20" West along said South line 331.64 feet to the Southeast corner of Tract 1 of said Short Plat; thence North 8°08'56" East 415.94 feet to the Northeast corner of said Tract 1; thence North 69°12'15" West 55.18 feet; thence North 20°47'45" East 361.16 feet to the true point of beginning.

Parcel No.: 230924-13406

AND

**Parcel 3 and 4**

Lots 2 and 3 of Short Plat recorded April 22, 1998 under Auditor's File No. 7054764, records of Yakima County, Washington.

Parcel Nos.: 230924-14402 and 14403



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2. The Developer has installed the following described improvements:

A. Approximately 2050 feet of Eight inch (8") PVC sanitary sewer main on Highland Road.

B. A lift station and pump.

3. The installation complies with all applicable codes and regulations of the City of Grandview. In addition to the terms of this Agreement, all facilities offered by the Developer under this Agreement upon the City's acceptance, shall be subject to all City ordinances regulating utility facilities in general, as now or hereafter adopted. The Developer represents that all expenses and claims in connection with the construction and installation of the aforesaid improvements, whether for labor or materials have been or will be paid in full, all at the Developer's expense, and the Developer will defend and hold the City harmless from any liability in connection therewith.

4. The Developer certifies that the total cost of said construction as above specified was in the sum of \$140,033.00 ( \$67,822.00 for the highland sewer line extension and \$72,211.00 for the lift station). Provided, that in no event shall the Developer be reimbursed for an amount greater than \$99,758.00. The legal description containing the lands affected by this latecomers agreement and a map are attached as Exhibit "A" showing in outline the land affected by such additional charges per the terms of the agreement.

The total cost of said improvements shall be employed to determine the pro-rata reimbursement to the Developer by any owner of real estate, who did not contribute to the original cost of such improvement, and who subsequently wishes to tap on or connect to said facilities, all subject to the laws and ordinances of the City of Grandview and the provisions of this Agreement. The pro-rata per square foot is \$0.021 for the sewer line extension and \$0.018 per square foot for the lift station, provided, that in no event shall the Developer be reimbursed for an amount greater than \$99,758.00 for construction costs documented by the Developer.

5. The Developer agrees that the construction and installation of said described improvements is in the public interest and in furtherance of public health and sanitation.

6. The Developer hereby conveys, transfers and assigns unto the City all right, interest and title in and to said improvements and all appurtenances and accessories thereto, free from any claim and encumbrance of any party whomsoever. After inspection and approval of such construction by an engineer of the City's choosing and acceptance by the Grandview City Council, the improvements shall be part of the City's utility system.



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The Developer will deliver to the City any and all documents including quit claim deeds and bills of sale that may reasonably be necessary to fully vest title in the City. The Developer will pay to the City such service fees or other charges as may be imposed by ordinances of the City from time to time applicable to like users of the same class.

7. The Developer guarantees workmanship and materials in the facilities subject to this agreement, for a period of one (1) year after the City's acceptance of the facilities. Developer warrants that the facilities are fit for use as part of the City sewer system. Developer will defend and hold the City harmless from any liability claimed by a third person due to faulty workmanship and materials within the aforementioned one-year guarantee period.

8. The City reserves the rights, without affecting the validity or terms of this Agreement to make or cause to be made extensions or additions to the above improvement and to allow service connections to be made to said extensions or additions, without liability on the part of the City.

9. No person, firm or corporation shall be granted a permit or be authorized to tap into the facility for water or sewer service during the period of fifteen (15) years from the date of this Agreement, without first paying to the City, in addition to any and all other costs, fees and charges made or assessed for each tap, or for the main facilities constructed in connection therewith, the amount required by the provisions of this contract except such charges shall not apply to any extension of the main facility. All amounts so received by the City shall be paid out by it to the Developer under the terms of this Agreement within thirty (30) days after receipt thereof. Upon expiration of the aforementioned fifteen (15) year term, City shall be under no further obligation to collect or make any further sums to the Developer. The decision of the City Engineer or his authorized representative in determining or computing the amount due from any benefitted owner who wishes to hook up to such improvement, shall be final and conclusive in all respects.

10. This Agreement shall become operative upon its being recorded with the Auditor of each County in which any of the benefitted lands are situated, at the expense of the Developer, and shall remain in full force and affect for a period of fifteen (15) years after the date of such recording, or until the Developer or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier, provided, that in the event the improvements described herein shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's facility, such determination of uselessness to be in the absolute judgment of the City's Engineer, then the City's obligation to collect for the Developer of the tapping charges provided pursuant to this Agreement shall cease.



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Dated this 21 day of August, 2000.

CITY OF GRANDVIEW:

Developer:  
BLEYHL FARM SERVICE, INC.

By: [Signature]  
Mayor

By: [Signature]  
President

By: [Signature]  
City Clerk

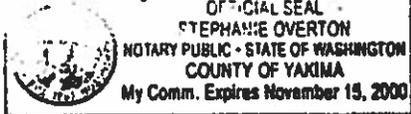
By: [Signature]  
Secretary/Treasurer

STATE OF WASHINGTON)

ss:  
COUNTY OF YAKIMA )

On this 21st day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Mike Bren, to me known to be the Mayor of the City of Grandview and Anita Palacios, to me known to the City Clerk of the City of Grandview, the municipal corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that they are is authorized to execute the said instrument on behalf of said corporation.

GIVEN under my hand and official seal the day and year first above written.



[Signature]  
NOTARY PUBLIC in and for the State of Washington, residing at [Address].  
My appointment expires: 11-15-2000.

STATE OF WASHINGTON)

ss:  
COUNTY OF YAKIMA )

On this 28 day of August, 2000, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Robert Golob and Gregory L. Robertson to me known to be the President and Secretary/Treasurer of BLEYHL FARM SERVICE, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument on behalf of said corporation.

GIVEN under my hand and official seal the day and year first above written.



[Signature]  
NOTARY/PUBLIC in and for the State of Washington, residing at [Address].  
My appointment expires: 8-1-04.



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**EXHIBIT "A"**  
**Reimbursement Agreement and Conveyance**  
**Bleyhl Farm Service, Inc.**

**PARCEL 5**

That portion of the Southwest quarter of the Northeast quarter of Section 24, Township 9 North, Range 23 East, W.M., lying Northerly of the Union Pacific Railway and Westerly of the SR 82 right-of-way, EXCEPT commencing at the Northeast Corner of the Southwest Quarter of the Northeast Quarter of Section 24, Township 9 North, Range 23, E.W.M; thence West approximately 360 feet along the North line of said subdivision to the point of intersection with the West right-of-way line of SR 82 right-of-way; thence Southwesterly along the SR 82 right-of-way to a point of intersection with the North line of the Union Pacific Railway right-of-way. Said point of intersection being the point of beginning; thence Northwesterly along the North line of said Union Pacific Railway a distance of 400.0 feet; thence Northeasterly parallel with the West right-of-way line of SR 82 a distance of 60.0 feet; thence Southeasterly parallel with the North line of said Union Pacific a distance of 400.0 feet to the Westerly right-of-way line of SR 82; thence Southwesterly along the Westerly right-of-way line of SR 82 a distance of 60.0 feet to the point of beginning.

Parcel No. 240923-13011

Owner: Earl B. Ingham, as his separate estate

**PARCEL 6**

That portion of the East 323.6 feet of the West 1007.2 feet of the Northwest quarter of the Northeast quarter lying Southwesterly of SR 82 right-of-way.

Parcel No.: 230924-12010

Owner: Earl B. Ingham and Gertrude P. Ingham, husband and wife

**PARCEL 7**

Beginning at a point on the North line of Section 24, Township 9 North, Range 23 E.W.M., 360 feet East of the Northwest corner of the Northeast quarter of said Section; running thence parallel with the East line of said Section a distance of 1320 feet, more or less, to the South line of the North half of the Northeast quarter of said Section; thence running East along the South line of the North half of the Northeast quarter of said Section, a distance of 323.6 feet; thence running North parallel with the East line of said Section, a distance of 1320 feet, more or less, to the North line of said Section; thence running West long the North line of said Section, a distance of 323.6 feet to the point of beginning; EXCEPT that portion conveyed to State of Washington for highway by instrument recorded under Auditor's File No. 2479646..

Parcel No.: 230924-12007

Owner: Earl B. Ingham and Gertrude P. Ingham, husband and wife



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**PARCEL 8**

The West 10 acres of that part of the West half of the Northwest quarter of the Northeast quarter lying North of the Sunnyside Canal, EXCEPT the North 20 feet for County Road in Section 24, Township 9 North, Range 23, E.W.M.; AND EXCEPT that portion conveyed to State of Washington for highway by instrument recorded under Auditor's File No. 2479646.

Parcel No.: 230924-12006

Owner: Earl B. Ingham and Gertrude P. Ingham, husband and wife

**PARCEL 9**

That portion of the South half of the Northeast quarter of Section 24, Township 9 North, Range 23, E.W.M., lying Southerly of SR 82 right-of-way and Northerly of Tract G, as shown on survey recorded in Book 62 of surveys, Page 81, records of Yakima County, Washington.

Parcel No.: 230924-13008

Owner: James W. Haynes and Trudi L. Haynes, husband and wife

**PARCEL 10**

The Southeast quarter of the Northwest quarter of Section 24, Township 9 North, Range 23, E.W.M.; EXCEPT the North 658 feet of the West 662 feet; AND EXCEPT that portion conveyed to State of Washington for highway.

Parcel No.: 230924-24002

Owner: Dan Alexander and Harriet Alexander, husband and wife

**PARCEL 11**

The Northeast quarter of the Northeast quarter of the Southwest quarter; AND the East half of the Northwest quarter of the Northeast quarter of the Southwest quarter; ALL in Section 24, Township 9 North, Range 23, E.W.M.; EXCEPTING THEREFROM beginning at the Northwest corner of the East half of the Northwest quarter of the Northeast quarter of the Southwest quarter of Section 24, Township 9 North, Range 23; thence East along the North line of said subdivision 81.85 feet; thence South 0° West 312 feet to a point which bears South 90° East and 75.68 feet from a point on the West line of said subdivision which is South 1°08'23" East 311.94 feet from the point of beginning; thence North 90° West 75.68 feet to the West line of said subdivision; thence North 1°08'23" West 311.94 feet along the West line to the point of beginning; AND EXCEPT right of way for county road along the North line and East line thereof.

Parcel No.: 230924-31001

Purchaser: Ronald L. Kercheval and Virginia T. Kercheval, husband and wife; and Eijaz US Samad and Nuzhat Eijaz Samad, husband and wife

**PARCEL 12**

Lot 2 of Short Plat, recorded in Book "P" of Short Plats, page 92, records of Yakima County, Washington.

Parcel No.: 230924-13404

Owner: Kenyon Zero Storage



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**PARCEL 13**

The North 250 feet of the West 209 feet of the West half of the Northwest quarter of the Southeast quarter of Section 24, Township 9 North, Range 23, E.W.M., EXCEPT right-of-way for county road along the North and West lines.

Parcel No.: 230924-42005

Owner: Thomas B. Diener and Rena J. Diener

**PARCEL 14**

Lot 2 of Short Plat No. 80-40, recorded under Auditor's File No. 2577020, records of Yakima County, Washington.

Parcel No.: 230924-42402

Owner: Robert C. Price and Patsy D. Price, husband and wife

**PARCEL 15**

Lot 3 of Short Plat No. 80-40, recorded under Auditor's File No. 2577020, records of Yakima County, Washington.

Parcel No.: 230924-42403

Owner: Gary E. Kron and Sandra M. Kron, husband and wife

**PARCEL 16**

That portion of the Northeast quarter of the Northwest quarter of the Southeast quarter of Section 24, Township 9 North, Range 23, E.W.M., described as follows: Beginning at a point on the North line of said subdivision which is 205.5 feet West of the Northeast corner thereof; thence West 200 feet, more or less, to the intersection of said North line and the Northeasterly right of way line of the Sunnyside Main Canal; thence Southeasterly along said right of way line 250 feet, more or less, to a point South of the point of beginning; thence North 149 feet, more or less, to the point of beginning; EXCEPT the right of way for county road along the North line thereof.

Parcel No.: 230924-42004

Owner: Juana Rodriguez

**PARCEL 17**

That portion of the Northeast quarter of the Northwest quarter of the Southeast quarter, lying North of the Sunnyside Canal, EXCEPTING THEREFROM the following: The North 15 feet for road beginning at a point on the North line of said subdivision which is 205.5 feet West of the Northeast corner; thence West 200 feet, more or less, to the Northeasterly right of way of the Sunnyside Canal; thence Southeasterly along said right of way line 250 feet, more or less; thence North 149 feet, more or less, to beginning. All located in Section 24, Township 9 North, Range 23, E.W.M.

Parcel No.: 230924-42001

Purchaser: Adolph Rodriguez, a single man



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**PARCEL 18**

That portion of the Northeast quarter of the Southeast quarter of Section 24, Township 9 North, Range 23, E.W.M., described as follows: Beginning at the Northwest corner of said subdivision; thence South 88°51'59" East on the North line of said subdivision a distance of 188.24 feet; thence South 1°43'13" East a distance of 20 feet to a 5/8" rebar with 1 1/2" aluminum cap marked "PLS 18099"; thence continuing South 1°43'13" East a distance of 445.88 feet to a 5/8" rebar, the same in kind as described above; thence North 88°51'59" West to the West line of said subdivision; thence North 0°01'47" East on said West line to the point of beginning; EXCEPT the North 20 feet thereof for road. (Parent Parcel No.: 230924-41003)

**AND**

That portion of the Northeast quarter of the Southeast quarter of Section 24, Township 9 North, Range 23, E.W.M., described as follows: Commencing at the Northwest corner of said subdivision; thence South 1°05'58" East along the West line thereof 465.41 feet; thence North 90°00'00" East parallel to the North line of said subdivision 32.79 feet to the Northeasterly right of way line of Sunnyside Main Canal and the true point of beginning; thence continuing North 90°00'00" East 344.24 feet; thence South 1°05'58" East parallel to the West line of said subdivision 359.05 feet to the Northeasterly right of way line of Sunnyside Main Canal; thence Northwesterly along said right of way line to the true point of beginning. (Parent Parcel No. 230924-41004)

Parcel No.: 240923-41005

Owner: Martin Hernandez and Graciela Hernandez, husband and wife

**PARCEL 19**

Lot 4 of Short Plat 94-37, Auditor's File No. 3048041, records of Yakima County, Washington.

Parcel No.: 230924-41404

Owner: Jose Luis Ramos and Ana Rosa Ramos, husband and wife

**PARCEL 20**

Lot 3 of Short Plat 94-37, Auditor's File No. 3048041, records of Yakima County, Washington.

Parcel No.: 230924-41403

Purchaser: Gil Candido and Lorena Candido, husband and wife

**PARCEL 21**

Lot 1 of Short Plat 94-37, Auditor's File No. 3048041, records of Yakima County, Washington.

Parcel No.: 230924-41401

Owner: Natalio Pulido and Angeles Pulido, husband and wife



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**PARCEL 22**

Lot 2 of Short Plat 94-37, Auditor's File No. 3048041, records of Yakima County, Washington.

Parcel No.: 230924-41402

Purchaser: Antonio Garcia and Celia Garcia, husband and wife

**PARCEL 23**

Lot 4 of Short Plat, recorded April 22, 1998 under Auditor's File No. 7054764, records of Yakima County, Washington.

Parcel No. 230924-14404

Owner: A.J. Still and Elizabeth M. Still, husband and wife

**PARCEL 24**

Lot 5 of Short Plat, recorded April 22, 1998 under Auditor's File No. 7054764, records of Yakima County, Washington.

Parcel No. 230924-14405

Owner: A.J. Still and Elizabeth M. Still, husband and wife

**PARCEL 25**

Lot 6 of Short Plat, recorded April 22, 1998 under Auditor's File No. 7054764, records of Yakima County, Washington.

Parcel No. 230924-14406

Owner: A.J. Still and Elizabeth M. Still, husband and wife

**PARCEL 26**

Lot 7 of Short Plat, recorded April 22, 1998 under Auditor's File No. 7054764, records of Yakima County, Washington.

Parcel No. 230924-14407

Owner: A.J. Still and Elizabeth M. Still, husband and wife

**PARCEL 27**

Lot 8 of Short Plat, recorded April 22, 1998 under Auditor's File No. 7054764, records of Yakima County, Washington.

Parcel No. 230924-14408

Owner: A.J. Still and Elizabeth M. Still, husband and wife

**PARCEL 28**

Lot 9 of Short Plat, recorded April 22, 1998 under Auditor's File No. 7054764, records of Yakima County, Washington.

Parcel No. 230924-14409

Owner: A.J. Still and Elizabeth M. Still, husband and wife



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**PARCEL 29**

The East 226 feet of that part of the Southeast quarter of the Northeast quarter of Section 24, Township 9 North, Range 23, E.W.M., lying South of State Highway No. 3 and described as follows: Beginning at a point on the South line of said subdivision 226 feet West of the Southeast corner; thence East 226 feet to the Southeast corner; thence North along East line 241 feet, more or less, to Southerly right of way line of State Highway No. 3; thence Northwesterly along said right of way line 243.1 feet; thence South 332 feet, more or less, to beginning.

Parcel No. 230924-14002

Owner: Wayne D. Baird and Carol Jean Baird, husband and wife

**PARCEL 30**

That part of the Northeast quarter of the Southeast quarter in Section 24, Township 9 North, Range 23, E.W.M., lying Northerly of the Sunnyside Canal; EXCEPT the West 560.1 feet thereof; AND EXCEPT the North 15 feet and the East 20 feet for county road.

Parcel No.: 230924-41001

Owner: Dan Alexander and Harriet Alexander

**PARCEL 31**

Parcel 1, according to that certain Short Plat, recorded in Book "P" of Short Plats, page 92, under Yakima County Auditor's File No. 2521515, records of Yakima County, Washington.

Parcel No.: 230924-13403

Owner: Presley M. Perkins and Burnett H. Perkins, husband and wife

**PARCEL 32**

That portion of the Southwest quarter of the Northeast quarter of Section 24, Township 9 North, Range 23, E.W.M., lying Southwesterly of the Southwesterly right-of-way of the Sunnyside Main Canal; EXCEPT the West 400 feet thereof; AND EXCEPT County road right-of-way along the South line thereof.

Parcel No.: 230924-13006

Owner: Francisco R. Santana, as his separate property

**PARCEL 33**

Tract 1 of that certain Short Plat as recorded in Volume "B" of Short Plats, page 6, under Yakima County Auditor's File No. 2382224, records of Yakima County, Washington.

Parcel No.: 230924-13401

Owner: Emeron J. Fenley, a single person, and Robert E. Leidig, a single person

**PARCEL 34**

Lot 1 of Short Plat, recorded April 22, 1998 under Auditor's File No. 7054764, records of Yakima County, Washington.

Parcel No. 230924-14401

Owner: A.J. Still and Elizabeth M. Still, husband and wife



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**PARCEL 35**

80 foot width in South half of Northeast quarter of Section 24, Twp 9 North, Range 23  
E.W.M, Tract "G", Book 62, Page 81, Yakima County.

Parcel No 230924-14007

Owner: A.J. Still and Elizabeth M. Still, husband and wife

**PARCEL 36**

The Easterly 400 ft of the Southerly 140 ft of the Southwest quarter of the Northeast  
quarter lying North and West of County Road Right of Way, Section 23, Twp 9 North  
Range 24, E.W.M.

Parcel No. 230924-13012

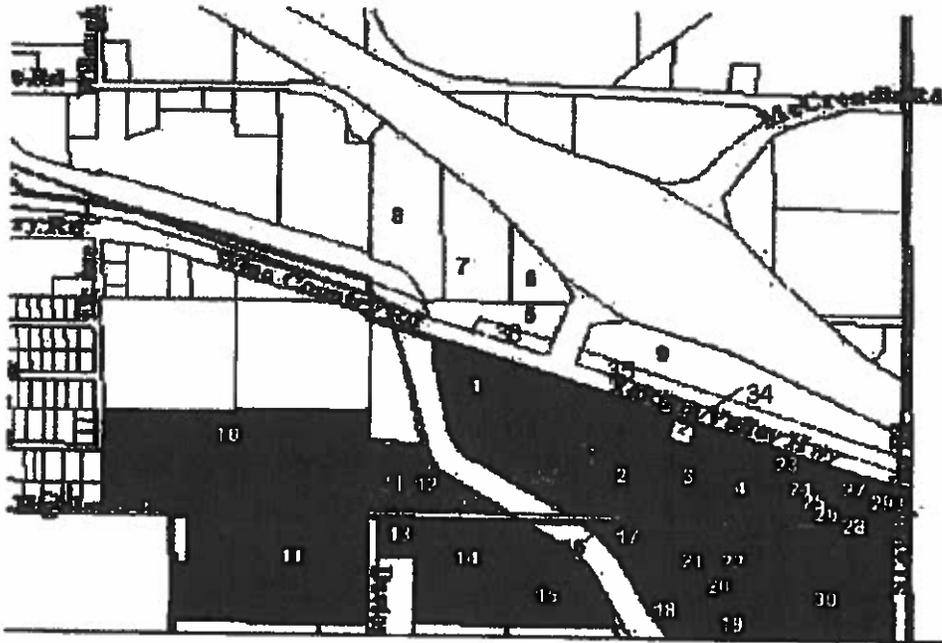
Owner: Yakima County



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**Blayhl Farm Service  
Grandview Facility  
Latecomer's Agreement**



Parcel Number	Size (Acres)	Latecomers Cost
<b>Parcels Benefiting from Highland Sewer</b>		
1	230924-13405	10.76 \$ 18,122.25
2	230924-13406	5.34 \$ 8,903.78
3	230924-14402	4.10 \$ 6,905.32
4	230924-14403	3.11 \$ 5,237.84
<b>Total</b>	<b>23.31</b>	<b>\$ 38,269.27</b>

Sanitary Sewer Construction Cost \$ 47,822  
 Engineering / Survey / Inspection \$ 20,000  
**Total Cost of Highland Sewer \$ 67,822**

Parcel Number	Size (Acres)	Latecomers Cost
<b>Parcels Benefiting from Lift Station Only - N of Wine Country</b>		
5	230924-13011	1.93 \$ 1,514.53
6	230924-12010	1.91 \$ 1,498.84
7	230924-12007	4.90 \$ 3,845.18
8	230924-12008	7.26 \$ 5,887.15
9	230924-13008	6.89 \$ 6,978.26
35	230924-14007	3.58 \$ 2,793.64
38	230924-13012	1.28 \$ 1,004.48
<b>Total</b>	<b>29.73</b>	<b>\$ 23,330.07</b>

Lift Station/Force main Construction Cost (less pumps) \$ 63,211  
 Lift Station /Force Main Engineering/Inspection \$ 9,000  
**Total Cost of Lift Station/Force Main \$ 72,211**

**Calculation of Late Comers**

	Amount	Acres	Cost/Acre	Cost/8F
Highland Sewer	\$ 67,822	75.40	\$ 899	\$ 0.021
Lift Station	\$ 72,211	62.02	\$ 785	\$ 0.018
<b>Total</b>	<b>\$ 140,033</b>	<b>137.42</b>	<b>1,684.22</b>	<b>0.039</b>

Parcel Number	Size (Acres)	Latecomers Cost
<b>Parcels Benefiting from Lift Station - Highland Right of Way</b>		
10	230924-24002	20.58 \$ 18,511.96
11	230924-31001	14.10 \$ 12,082.85
12	230924-13404	1.70 \$ 1,829.14
13	230924-42005	1.00 \$ 809.49
14	230924-42402	6.65 \$ 5,081.63
15	230924-42403	5.78 \$ 5,181.08
31	230924-13403	1.78 \$ 1,583.11
32	230924-13008	0.64 \$ 485.73
<b>Total</b>	<b>52.09</b>	<b>\$ 46,854.87</b>

**Parcels Benefiting from Lift Station - South of Wine Country**

16	230924-42004	0.08 \$ 62.78
17	230924-42001	1.10 \$ 863.20
18	230924-41005	3.79 \$ 2,974.13
19	230924-41404	1.72 \$ 1,349.74
20	230924-41403	1.00 \$ 784.73
21	230924-41401	1.32 \$ 1,035.86
22	230924-41402	1.32 \$ 1,035.86
23	230924-14404	0.79 \$ 619.94
24	230924-14405	0.74 \$ 580.70
25	230924-14406	0.89 \$ 641.48
26	230924-14407	0.83 \$ 494.38
27	230924-14408	0.48 \$ 380.98
28	230924-14409	0.37 \$ 280.35
29	230924-14002	1.50 \$ 1,177.10
30	230924-41001	19.98 \$ 15,883.24
33	230924-13401	3.10 \$ 2,432.87
34	230924-14401	0.41 \$ 321.74
<b>Total</b>	<b>38.96</b>	<b>\$ 30,588.64</b>



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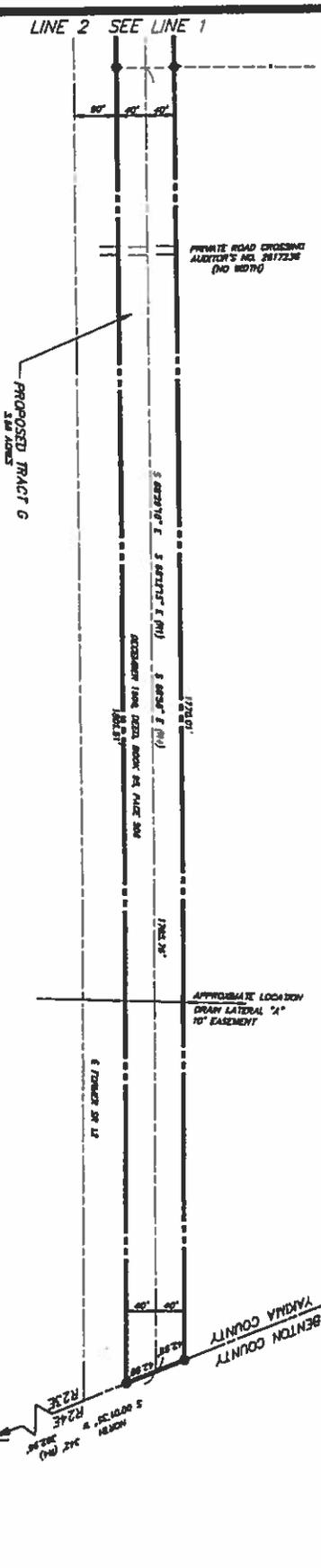
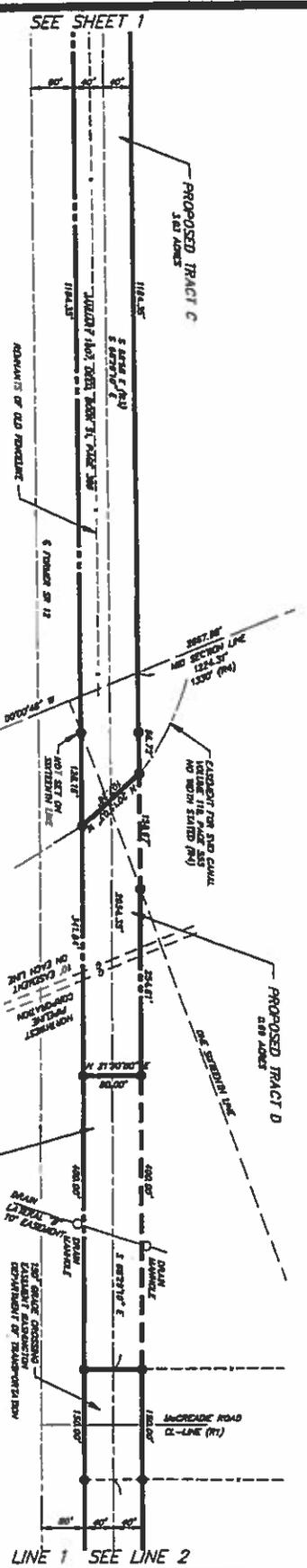


YAKIMA COUNTY  
 RECORDS  
 Dec 28 2 10 PM '95  
 OFFICE HOURS

3120724

# RECORD OF SURVEY

LOCATED IN THE NORTH HALF OF SECTION 34, TOWNSHIP 9 NORTH, RANGE 23 EAST, WILKINETT MERIDIAN  
 YAKIMA COUNTY, WASHINGTON



## LEGEND

- ST 1-1/2" ALUMINUM CAP OR 3/4" x 3/8" BRASS NAIL 1980-
- IRON NAIL POINT AS NOTED
- (P) FOUND MEASUREMENT
- (M) 1920, METRIC SCALE, APPROXIMATE ROAD TO ADJACENT ROAD, MEASUREMENT 1/8" OR 1/16"
- (R) 1920, METRIC SCALE, APPROXIMATE ROAD TO ADJACENT ROAD, MEASUREMENT 1/8" OR 1/16"
- (S) 1920, METRIC SCALE, APPROXIMATE ROAD TO ADJACENT ROAD, MEASUREMENT 1/8" OR 1/16"
- (T) 1920, METRIC SCALE, APPROXIMATE ROAD TO ADJACENT ROAD, MEASUREMENT 1/8" OR 1/16"
- (U) 1920, METRIC SCALE, APPROXIMATE ROAD TO ADJACENT ROAD, MEASUREMENT 1/8" OR 1/16"
- (V) 1920, METRIC SCALE, APPROXIMATE ROAD TO ADJACENT ROAD, MEASUREMENT 1/8" OR 1/16"
- (W) 1920, METRIC SCALE, APPROXIMATE ROAD TO ADJACENT ROAD, MEASUREMENT 1/8" OR 1/16"
- (X) 1920, METRIC SCALE, APPROXIMATE ROAD TO ADJACENT ROAD, MEASUREMENT 1/8" OR 1/16"
- (Y) 1920, METRIC SCALE, APPROXIMATE ROAD TO ADJACENT ROAD, MEASUREMENT 1/8" OR 1/16"
- (Z) 1920, METRIC SCALE, APPROXIMATE ROAD TO ADJACENT ROAD, MEASUREMENT 1/8" OR 1/16"



T. P. H. R. S. E.  
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EDITH A. STANLEY, INC.  
 1410 1/2 ST. N.  
 SPokane, Wash. 99201  
 Phone (509) 325-1144

RECORD OF SURVEY  
 TERRY INGHAL  
 N 1/2, SEC. 34, T. 9N., R. 23E.  
 YAKIMA COUNTY, WASHINGTON

SCALE 1" = 100'  
 AND 1/4" = 100'

RECORDED BY: [Signature]  
 DATE: 11/20/95



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