

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
SPECIAL MEETING AGENDA
TUESDAY, AUGUST 22, 2017**



COMMITTEE-OF-THE-WHOLE SPECIAL MEETING – 5:30 PM

PAGE

1. **CALL TO ORDER**
2. **ROLL CALL**
3. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
4. **NEW BUSINESS**
 - A. Tour Wastewater Treatment Plant Facility – 850 Bridgeview Road – begins at 5:30 pm
 - B. Resolution authorizing the Mayor to sign the amendment to the Port of Grandview Water Latecomer's Agreement to exclude the Port owned property 1-22
 - C. Resolution approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel 23-31
5. **OTHER BUSINESS**
6. **ADJOURNMENT**

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

ITEM TITLE

AGENDA NO.: New Business 4 (B)

Resolution authorizing the Mayor to sign the amendment to the Port of Grandview Water Latecomer's Agreement to exclude the Port owned property

AGENDA DATE: August 22, 2017

DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)
(If applicable)

Public Works Department

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator/Public Works Director

CITY ADMINISTRATOR

MAYOR




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

On June 16, 2003, Council approved Resolution No. 2003-35 authorizing the Mayor to sign a Latecomer's Agreement between City and Port regarding reimbursement of water system improvements, copy attached. On January 3, 2006, Council approved Resolution No. 2006-2 authorizing the Mayor to sign the amendment to the Port Water Latecomer's Agreement to exclude the Port owned property, copy attached. In 2012, the Port acquired Parcel No. 230915-12013. On July 6, 2017, the Port submitted a Boundary Short Plat to the City. Following approval of the boundary line adjustment, Parcel No. 230915-12013 became Parcel No. 230915-12401, copy attached.

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

The City received a request from the Port of Grandview, copy attached, requesting the City amend the Water Latecomer's Agreement with the Port of Grandview to exclude Port owned property subject to the Latecomer's Agreement, Parcel Nos. 230915-12401 and 230915-21414.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the amendment to the Port of Grandview Water Latecomer's Agreement to exclude the Port owned property to a regular Council meeting for consideration.

RESOLUTION NO. 2003-35

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A LATECOMER'S AGREEMENT
BETWEEN THE CITY OF GRANDVIEW AND THE PORT OF GRANDVIEW
REGARDING REIMBURSEMENT OF WATER SYSTEM IMPROVEMENTS**

WHEREAS, the Port of Grandview (Port) is the owner of real property within the City of Grandview (City) that was unserved by the city water system; and

WHEREAS, the Port provided water main improvements and extensions and other necessary appurtenances 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 system and that it is in the best interest of the City, Port and for the general public's health, safety, benefit, welfare and economic development; and

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

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

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 Latecomer's Agreement between the City and Port of Grandview, in the form as attached hereto and incorporated herein by reference, for the reimbursement to the Port of Grandview for the water system extension and improvement costs.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 16, 2003.

MAYOR

Bill Filby
ATTEST:

Debra Plauer
CITY CLERK

APPROVED AS TO FORM:

[Signature]
CITY ATTORNEY

RETURN TO:

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

LATECOMER'S AGREEMENT AND CONVEYANCE

Grantor: Port of Grandview

Grantee: City of Grandview *NWNW*

Legal Description (abbreviated): Portion of Section 15, Township 9 North, Range 23, E.W.M.
Additional Legal Description on Page 2 and Exhibit B - *page 6+7*

Parcel Nos.: 230915-21006, 22406, 22407, 21011, 21032, 23001, 24005, 24010, 23003, 24008, 24006, 24004, 24003, 31001, 32001, and 22012.

THIS AGREEMENT is made and entered into this *16th* day of *June*, 2003, by and between the CITY OF GRANDVIEW, a Municipal Corporation located in Yakima County, Washington, hereinafter referred to as "City" and PORT OF GRANDVIEW, a Washington corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer, in reliance on potential reimbursement and upon meeting qualifications under City policy, installed certain water main extensions, 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,

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

That part of the NW 1/4 of the NW 1/4 Sec.15 TWP 9N R23 EWM lying South of Drainage District No. 9 canal and West of Lateral 5;

Parcel No. 230915-21011

AND

Parcel 2

That portion on the NE 1/4 of the NW 1/4 Sec.15 TWP 9N R23 EWM lying South of Drainage District No.9 right of way and Easterly of Lateral No. 5 right of way and Southerly of county road right of way;

Parcel No. 230915-21012

AND

Parcel 3

That portion of N 1/2 of SE 1/4 of NW 1/4 Sec.15 TWP 9N R23 EWM lying West of Lateral 5 and the SW 1/4 of the SE 1/4 of the NW 1/4 except the South 275 feet of East 125 ft, and except the right of way for county road along the south line thereof;

Parcel No. 230915-24009

AND

Parcel 4

That portion of NE 1/4 of SE 1/4 of the NW 1/4 Sec. 15, TWP 9N R23 EWM lying East of Lateral 5: except the East 200 ft. of the South 260 ft.

Parcel No. 230915-24010

2. The Developer has installed the following described improvements:

- A. Approximately 2,875 feet of twelve inch (12") PVC water main extension on Stover Road.

3. The installation complies with all applicable codes and regulations of the City



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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 \$45,541.41. Provided, that in no event shall the Developer be reimbursed for an amount greater than \$16,376.82. 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 in 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 \$0.012 for the water line extension, provided, that in no event shall the Developer be reimbursed for an amount greater than \$16,376.82 for construction costs documented by the Developer.

A list of properties and amounts assessed is attached hereto as Exhibit "C".

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. 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 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 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.

Dated this 16th day of June, 2003.

CITY:

By: Bill Flory
Mayor

By: [Signature]
City Clerk

Developer:

PORT OF GRANDVIEW

By: Colleen M. Byam
Colleen Byam, President



Parcel Descriptions for Reimbursement Agreement and Conveyance

PARCEL 1

That portion of the Northeast quarter of the Northwest quarter of Section 15, Township 9 North, Range 23 East, Willamette Meridian, lying Northerly of Drainage District No. 9 Canal and Southwesterly of county road right-of-way; AND the East 622 feet of the North half of the Northwest quarter of the Northwest quarter lying Northerly of Drainage District No. 9; EXCEPT right-of-way for county road.

Parcel No. 230915-21006

Owner: Joseph F. and Opal E. Tayon

PARCEL 2

Lot 2 of Short Plat 96-42, recorded under Auditor's File No. 7146461, records of Yakima County, Washington.

Parcel No. 230915-22406

Owner: Angel and Cecilia Perdido

PARCEL 3

That portion of the Northeast quarter of the Northwest quarter of Section 15, Township 9 North, Range 23 East, Willamette Meridian, lying Southerly of Drainage District No. 9 Canal and Westerly of Lateral 5.

Parcel No. 230915-21011

Owner: Grandview Port District

PARCEL 4

That portion of the Northeast quarter of the Northwest quarter of Section 15, Township 9 North, Range 23 East, Willamette Meridian, lying Southerly of Drainage District No. 9 right-of-way and Easterly of the Lateral 5 right-of-way and Southerly of county road right-of-way.

Parcel No. 230915-21012

Owner: Grandview Port District

PARCEL 5

That portion of the North half of the Southeast quarter of the Northwest quarter of Section 15, Township 9 North, Range 23 East, Willamette Meridian, lying Westerly of Lateral 5; AND the Southwest quarter of the Southeast quarter of the Northwest quarter; EXCEPT the South 275 feet of the East 125 feet; AND EXCEPT the right-of-way for county road along the South line thereof.

Parcel No. 230915-24009

Owner: Grandview Port District



PARCEL 6

That portion of the Northeast quarter of the Southeast quarter of the Northwest quarter of Section 15, Township 9 North, Range 23 East, Willamette Meridian, lying Easterly of Lateral 5; EXCEPT the East 200 feet of the South 260 feet.

Parcel No. 230915-24010

Owner: Grandview Port District

PARCEL 7

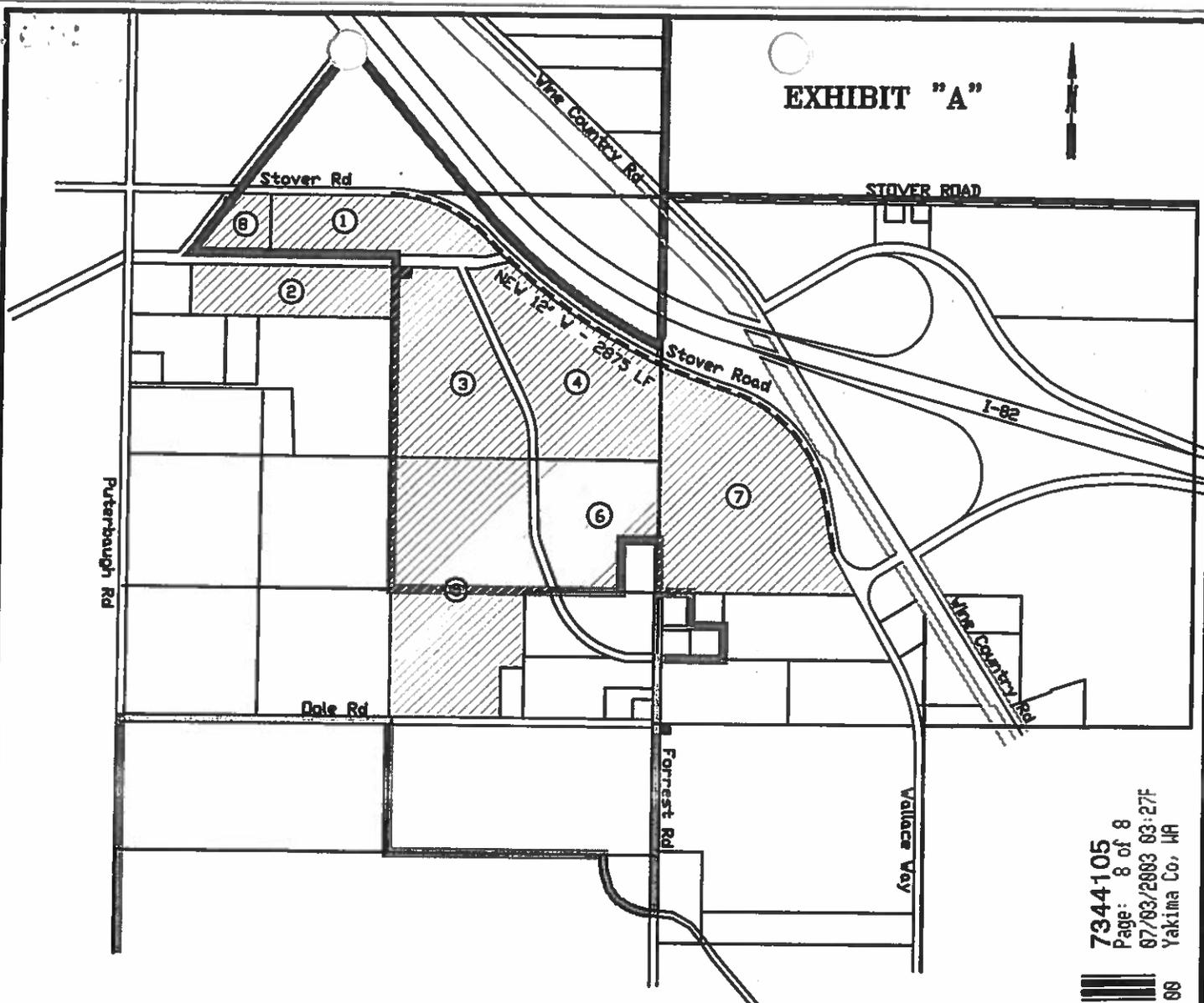
That portion of the South half of the Northwest quarter of the Northeast quarter and the North half of the Southwest quarter of the Northeast quarter of Section 15, Township 9 North, Range 23 East, Willamette Meridian, lying Southwesterly of county road right-of-way.

Parcel No. 230915-12013

Owner: Hmd Limited Partnership



EXHIBIT "A"



CITY OF GRANDVIEW

Water main Improvements by Port of Grandview

"Latecomer's Agreement"

Water main Extension Costs	\$42,300.23
Engineering/Inspection/Ads	\$3,241.18
Total Water Improvements	\$45,541.41

Total Area Served By These Improvements:

Parcels belonging to owner:

3	Parcel No. 230915-21011	Grandview Port District	12.50 Acres
4	Parcel No. 230915-21012	Grandview Port District	15.00 Acres
5	Parcel No. 230915-24009	Grandview Port District	19.35 Acres
6	Parcel No. 230915-24010	Grandview Port District	<u>7.50 Acres</u>
			Total
			54.35 Acres or 2,367,486 Square Feet

Parcels benefiting from Water Improvements:

1	Parcel No. 230915-21006	Tayon	5.86 Acres
2	Parcel No. 230915-22406	Perdido	7.07 Acres
7	Parcel No. 230915-12013	Hmd Limited Partnership	<u>18.40 Acres</u>
			Total
			31.33 Acres or 1,364,735 Square Feet

Grand Total 85.68 Acres or 3,732,221 Square Feet

Total Cost of Improvements	<u>\$45,541.41</u>	
Total Area Served	3,732,221 sf	\$0.012 per Square Foot

7344105
Page: 8 of 8
07/03/2003 03:27F
Yakima Co, WA



AGR \$26.00
JOHN E. MAXWELL, ATTY

10

RESOLUTION NO. 2006-2

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT TO THE PORT
OF GRANDVIEW WATER AND SEWER LATECOMER'S AGREEMENTS TO
EXCLUDE THE PORT OWNED PROPERTY**

WHEREAS, "Latecomer's Agreements" were entered into by and between the City of Grandview, a municipal corporation, and the Port of Grandview, a municipal corporation, which agreements were dated June 16, 2003, recorded on July 3, 2003 under Auditor's File Number 7344105 and 7344106; and,

WHEREAS, the legal description to be included in said Latecomer's Agreements inadvertently included property that should not be subject to such agreements; and,

WHEREAS, Parcel Nos.: 230915-21401, 230915-21402, 230915-21403, 230915-21404 and 230915-21405 owned by the Port of Grandview shall not be subject to the terms, conditions and obligations set forth in the agreements,

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 amendment to the Port of Grandview Water and Sewer Latecomer's Agreements to exclude Port owned property, 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 January 3, 2006.

MAYOR

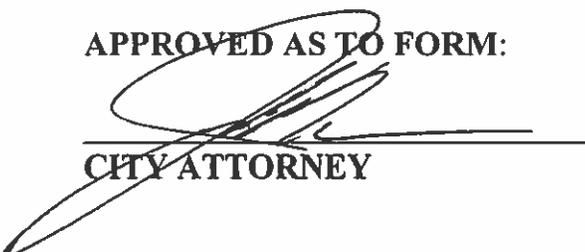


ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY

RETURN TO:

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

AMENDED LATECOMER'S AGREEMENTS

Grantor: Port of Grandview
Grantee: City of Grandview
Legal Description (abbreviated): see attached legal description, "Exhibit A"
Additional Legal Description on Page 3
Parcel Nos.: 230915-21401, 230915-21402, 230915-21403, 230915-21404 and 230915-21405

WHEREAS, "Latecomer's Agreements" were entered into by and between the City of Grandview, a municipal corporation, and the Port of Grandview, a municipal corporation, which agreements were dated June 16, 2003, recorded on July 3, 2003 under Auditor's File Number 7344105 and 7344106; and,

WHEREAS, the legal description to be included in said Latecomer's Agreements inadvertently included property that should not be subject to such agreements.

NOW THEREFORE, the parties hereto agree as follows:

Parcel Nos.: 230915-21401, 230915-21402, 230915-21403, 230915-21404 and 230915-21405 shall not be subject to the terms, conditions and obligations set forth in the agreements. (Legal Description attached, Exhibit "A".)

DATED this 3rd day of January, 2006.

CITY OF GRANDVIEW

By: *Norm Childress*
Norm Childress - Mayor
By: *Anita Palacios*
Anita Palacios - City Clerk

PORT OF GRANDVIEW

By: *Colleen Byam*
Colleen Byam, President



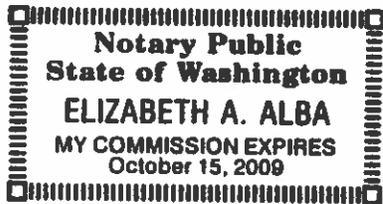
STATE OF WASHINGTON)

ss:

COUNTY OF YAKIMA)

On this day personally appeared before me **NORM CHILDRESS** and **ANITA PALACIOS**, to me known to be the Mayor and City Clerk, respectively, of the **CITY OF GRANDVIEW**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be a 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 and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 3rd day of January, 2006.



Elizabeth A. Alba
NOTARY PUBLIC in and for the State of
of Washington, residing at Grandview.
My Appointment Expires: 10/15/09.

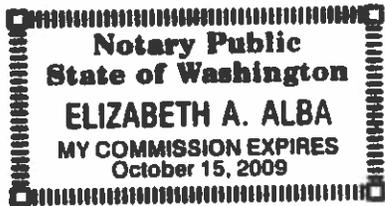
STATE OF WASHINGTON)

ss:

COUNTY OF YAKIMA)

On this day personally appeared before me **COLLEEN BYAM**, to me known to be the President of the **CITY OF GRANDVIEW**, the municipal corporation that executed the foregoing instrument, and acknowledged the said instrument to be a 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 and that the seal affixed is the corporate seal of said corporation.

GIVEN under my hand and official seal this 3rd day of January, 2006.



Elizabeth A. Alba
NOTARY PUBLIC in and for the State of
of Washington, residing at Grandview.
My Appointment Expires: 10/15/09.



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EXHIBIT "A"
LEGAL DESCRIPTION

That portion of the North ½ of the Southeast 1/4 of the Northwest 1/4, lying westerly of the Sunnyside Valley Irrigation District Lateral #5; together with the Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4, except the South 275 feet of the East 125 feet and except for the county road right-of-way.

And, the North 1/2 of the Southeast 1/4 of the Northwest 1/4, except the East 200 feet of the South 250 feet.

All in Yakima County, Washington.



RESOLUTION NO. 2005-2⁶

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT TO THE PORT
OF GRANDVIEW WATER AND SEWER LATECOMER'S AGREEMENTS TO
EXCLUDE THE PORT OWNED PROPERTY**

WHEREAS, "Latecomer's Agreements" were entered into by and between the City of Grandview, a municipal corporation, and the Port of Grandview, a municipal corporation, which agreements were dated June 16, 2003, recorded on July 3, 2003 under Auditor's File Number 7344105 and 7344106; and,

WHEREAS, the legal description to be included in said Latecomer's Agreements inadvertently included property that should not be subject to such agreements; and,

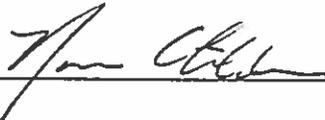
WHEREAS, Parcel Nos.: 230915-21401, 230915-21402, 230915-21403, 230915-21404 and 230915-21405 owned by the Port of Grandview shall not be subject to the terms, conditions and obligations set forth in the agreements,

**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 amendment to the Port of Grandview Water and Sewer Latecomer's Agreements to exclude Port owned property, 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 January 3, 2006.

MAYOR

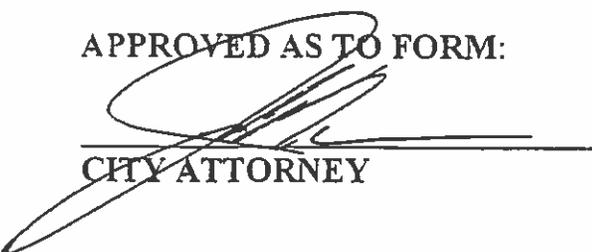


ATTEST:



CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



DENNIS BYAM

MOD \$67.00

7489211
Page: 4 of 4
01/05/2006 11:57 AM
Yakima Co, WA **6**

BEFORE



AFTER



Seg Type: 'BSP AF 7950488'

SM170088

Range 23 Township 09 Section 15

Scale: 1" = 800 feet

Scale: 1" = 800 feet

Copyright (C) Yakima County
 Geographic Information Services
 128 N 2nd Street, Courthouses Room 116
 Yakima, WA 98901
 (509) 574-2980
 July 06, 2017

A

16

Anita Palacios

From: Anita Palacios
Sent: Thursday, August 03, 2017 10:15 AM
To: 'Jim Sewell'
Cc: Mary Barnett, Administrative Assistant, Port of Grandview; Cus Arteaga
Subject: RE: Latecomer's agreement
Attachments: DOC021.PDF

For your records, following the boundary line adjustment (BSP AF 7950488) dated July 6, 2017, Parcel No. 230915-12013 is now Parcel No. 23091512401, copy attached.

I will forward the documentation to the City Attorney to prepare the appropriate documents for Council consideration.

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
www.grandview.wa.us

From: Jim Sewell [<mailto:jim@portofgrandview.org>]
Sent: Wednesday, August 02, 2017 10:37 PM
To: Cus Arteaga; Anita Palacios
Cc: Mary Barnett, Administrative Assistant, Port of Grandview
Subject: Latecomer's agreement

Cus, Anita

On 6/16/2003 the City and Port entered into latecomers agreements for water and sewer for the Byam property. On 1/3/2006 they were amended by Resolution 2006-2 to exclude some Port owned property from the benefiting properties. Since then the Port has acquired parcel no. 230915-12013 which was a benefiting property for water. A portion of this lot is being sold and since the agreements were recorded they are included in the title report. We request the city please amend the water latecomer's agreement again excluding No. 7, parcel no. 230915-12013.

Thanks

Jim

--

Jim Sewell, Commissioner



RESOLUTION NO. 2017-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT TO THE
PORT OF GRANDVIEW WATER LATECOMER'S AGREEMENT
TO EXCLUDE THE PORT OWNED PROPERTY**

WHEREAS, a "Latecomer's Agreement" was entered into by and between the City of Grandview, a municipal corporation, and the Port of Grandview, a municipal corporation, which agreement was dated June 16, 2003 and recorded on July 3, 2003 under Auditor's File Number 7344105; and,

WHEREAS, the legal description included in said Latecomer's Agreement included property now owned by the Port of Grandview that should not be subject to such agreement; and,

WHEREAS, Parcel Nos. 230915-12401 and 230915-21414, previously known as 230915-12013 by amended boundary short plats BSP 7923574 and BSP 7950488, owned by the Port of Grandview shall not be subject to the terms, conditions and obligations set forth in the 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 an amendment to the Port of Grandview Water Latecomer's Agreement to exclude Port owned property, 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 _____, 2017.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RETURN TO:

City Clerk
City of Grandview
207 West Second Street
Grandview, Washington 98930

AMENDED LATECOMER'S AGREEMENT

Grantor:	Port of Grandview
Grantee:	City of Grandview
Legal Description (abbreviated):	See attached legal description, Exhibit "A"
Parcel Number(s):	230915-12401 & 230915-21414
Address:	Stover Road & Wallace Way, Grandview, WA 98930

WHEREAS, a "Latecomer's Agreement" was entered into by and between the City of Grandview, a municipal corporation, and the Port of Grandview, a municipal corporation, which agreement was dated June 16, 2003 and recorded on July 3, 2003 under Auditor's File Number 7344105; and,

WHEREAS, the legal description included in said Latecomer's Agreement included property now owned by the Port of Grandview that should not be subject to such agreement; and,

WHEREAS, Parcel Nos. 230915-12401 and 230915-21414, previously known as 230915-12013 by amended boundary short plats BSP 7923574 and BSP 7950488, owned by the Port of Grandview shall not be subject to the terms, conditions and obligations set forth in the agreement.

NOW THEREFORE, the parties hereto agree as follows:

Parcel Nos. 230915-12401 and 230915-21414 shall not be subject to the terms, conditions and obligations set forth in the Latecomer's Agreement. (Legal Description attached, Exhibit "A")

EXHIBIT "A"
LEGAL DESCRIPTION

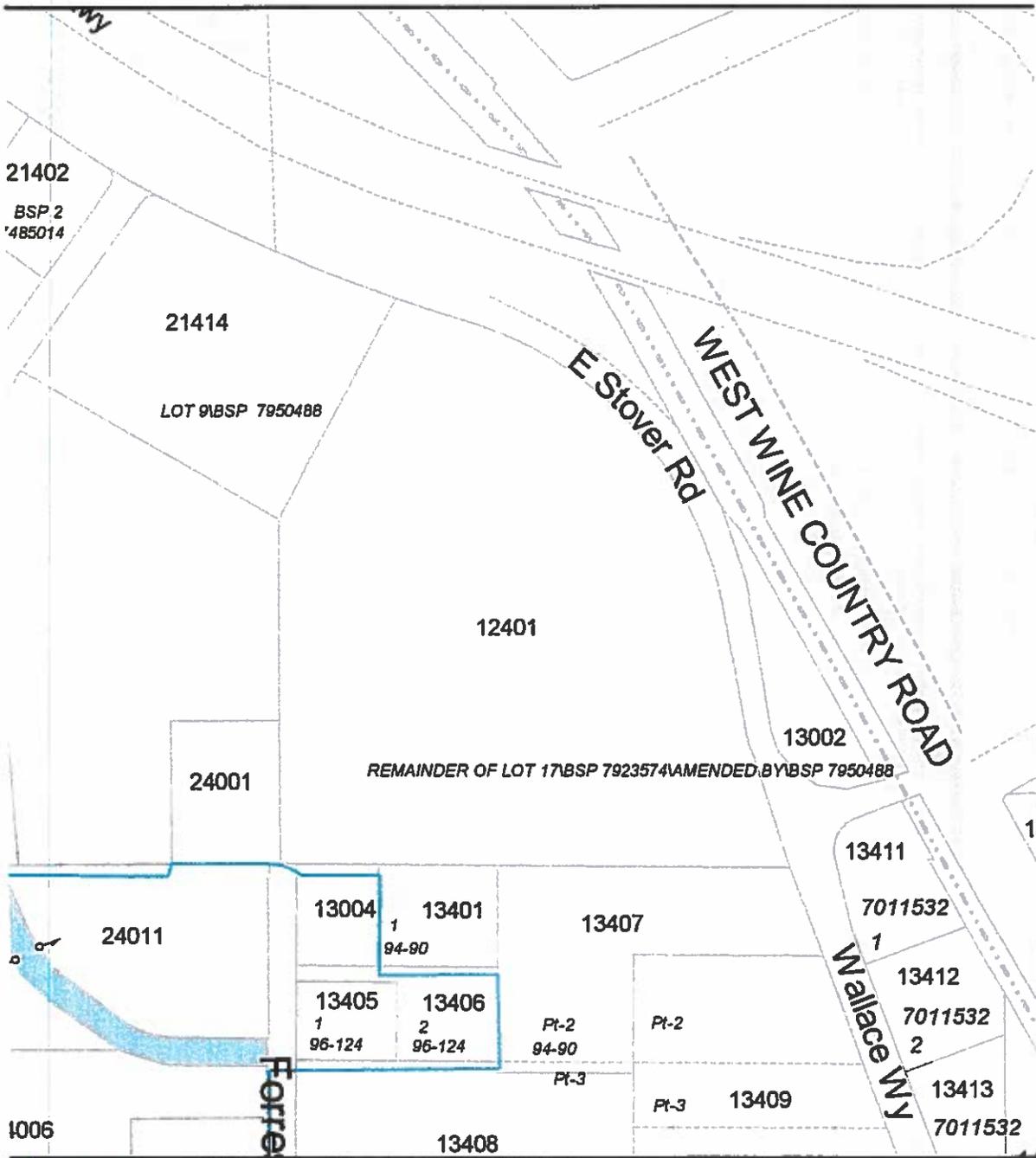
That portion of the South half of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ AND the North half of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 9 North, Range 23, E.W.M., lying Westerly of the Westerly right-of-way line of the Northern Pacific Railroad Co;

EXCEPT that portion lying Northerly of the North line of Stover Road and lying Easterly of the East line of Wallace Way;

AND EXCEPT that portion thereof condemned for state highway by Yakima County Superior Court Cause No. 77-2-01242-78.

Situated in Yakima County, State of Washington

Parcel Nos. 230915-12401 & 230915-21414



Map Center: Range:23 Township:9 Section:15

City Limits
Sections

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

One Inch = 300 Feet
Feet 200 400

22

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

ITEM TITLE Resolution approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel	AGENDA NO.: New Business 4 (C) AGENDA DATE: August 22, 2017
DEPARTMENT City Administration	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Cus Arteaga, City Administrator

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

The City of Grandview currently has Interlocal Agreements with the Cities of Prosser, Sunnyside and Mabton regarding the cooperative use of facilities, equipment and personnel.

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

The City of Toppenish approached the City of Grandview requesting an Interlocal Agreement between the cities. The agreement would permit the cities to share facilities and resources when it is to the mutual benefit of all parties. Examples of potential benefits include temporary use of staff, buildings or equipment and joint services, where authorized. It also enables all parties to agree to waive charges for the use of facilities, where applicable.

At the August 8, 2017 Committee-of-the-Whole meeting following discussion, the COW referred the agreement back to staff for further review. In consultation with the City of Toppenish, the agreement was amended.

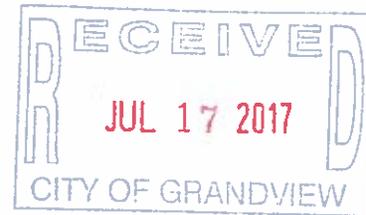
ACTION PROPOSED

Move a resolution approving an Interlocal Agreement between the City of Grandview and the City of Toppenish regarding the cooperative use of facilities, equipment and personnel to a regular Council meeting for consideration.

CITY OF TOPPENISH

21 West First Avenue
Toppenish, WA 98948

"Where the West Still Lives"



July 13, 2017

Mayor Norm Childress
City of Grandview
207 West 2nd Avenue
Grandview, WA 98930

Re: Interlocal Agreement
City of Toppenish/City of Grandview

Dear Mayor Childress:

Enclosed are the following documents regarding the above referenced agreement:

1. Copy of Resolution 2017-20 approved by City Council on July 10, 2017.
2. Duplicate originals of the Interlocal Agreement signed by City representatives.

Please mail the City's copy of the signed agreement and all future communications regarding this matter to the following person:

Debbie Zabell, CMC, Finance Director/City Clerk
City of Toppenish
21 West First Avenue
Toppenish, WA 98948

Thank you for your cooperation.

Cordially,

Heidi Riojas, CMC
Executive Assistant/Deputy City Clerk

Enclosures

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RESOLUTION 2017-20

**A RESOLUTION APPROVING INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TOPPENISH AND THE CITY OF
GRANDVIEW REGARDING THE COOPERATIVE USE OF
FACILITIES, EQUIPMENT AND PERSONNEL**

WHEREAS, the Cities of Toppenish and Grandview wish to enter into an agreement regarding the cooperative use of facilities, equipment and personnel, a copy of which is attached hereto, and

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

The Interlocal Agreement between the City of Toppenish and the City of Grandview regarding the Cooperative Use of Facilities, Equipment and Personnel is approved and the City Manager is authorized to execute said agreement on behalf of the City of Toppenish.

This resolution shall be effective immediately upon passage and signatures hereto.

PASSED by the Toppenish City Council at its regular meeting held on July 10, 2017.



MARK OAKS, Acting Mayor Pro Tem

ATTEST:



DEBBIE ZABEL, CMC, Finance Director/City Clerk

RESOLUTION NO. 2017-___

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF
GRANDVIEW AND THE CITY OF TOPPENISH REGARDING THE COOPERATIVE
USE OF FACILITIES, EQUIPMENT AND PERSONNEL**

WHEREAS, the City of Grandview and the City of Toppenish desire to formalize an operational framework that will encourage and promote the coordination and use of facilities and resources of each and all parties,

WHEREAS, the parties wish to enter into an interlocal agreement to set forth the agreement of the parties regarding the cooperative use of facilities, equipment and personnel,

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

1. The Interlocal Agreement between the City of Grandview and the City of Toppenish in the form as is attached hereto and incorporated herein by reference is hereby approved.
2. The Mayor is hereby authorized to sign the Interlocal Agreement for the City.

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

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF TOPPENISH
AND THE CITY OF GRANDVIEW REGARDING THE COOPERATIVE USE OF
FACILITIES, EQUIPMENT AND PERSONNEL**

THIS INTERLOCAL AGREEMENT is entered into by and between the parties named herein for the uses and purpose stated below pursuant to the authority of Chapter 39.34 RCW and applicable law.

Section 1. PARTIES: The parties to this Agreement are:

A. CITY OF TOPPENISH, hereinafter called "TOPPENISH," is a municipal corporation of the State of Washington with City Hall located at 21 West First Avenue, Toppenish, WA 98948.

B. CITY OF GRANDVIEW, hereinafter called "GRANDVIEW," is a municipal corporation of the State of Washington with City Hall located at 207 West 2nd Street, Grandview, Washington 98930.

Section 2. AUTHORITY: Each of the parties is authorized to enter into this Interlocal Agreement (hereafter "Agreement") pursuant to Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities.

Section 3. PURPOSE: The parties named above desire to formalize an operational framework that will encourage and promote the coordination and use of facilities and resources of all parties in accordance with the authority cited in Section 2 above.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and benefits herein, the parties agree as follows:

Section 4. MASTER AGREEMENT: The City Manager of TOPPENISH and the Mayor of GRANDVIEW (hereafter collectively called "Executive Officers") are hereby authorized to execute one or more separate agreements that, by this reference, shall become part of this Agreement, provided that such separate agreements are signed by the parties participating in the specific undertaking and reference this Agreement. The separate agreements shall address issues relating to share of facilities and/or resources controlled or owned by the parties or any of them. Such separate agreements (hereafter "Specific Project Agreements") may address any matter of mutual concern or benefit, and may include, but are not limited to, the following:

- Use of facilities, equipment, personnel
- Access to facilities, equipment, personnel
- Operation and maintenance of facilities
- Operation of programs
- Charges, costs or fees

- Site improvements
- Times, dates and duration of use or access to equipment and facilities
- Joint purchasing
- Joint services

Section 5. ADMINISTRATION:

5.1 Joint Board. This Agreement shall not create any separate legal entity. This Agreement shall be administered by a Joint Board consisting of the Executive Officers, who shall meet and confer at such times deemed necessary and appropriate for the efficient conduct of business pertaining to such administration. Each Executive Officer shall be responsible for reporting the conduct of such administration to their respective legislative bodies.

5.2 Budgets and Costs of Administration for Joint Projects. Fiscal matters and descriptions of any shared services, programs, facilities and equipment, including budget and costs of administration of projects, party's responsibilities shall be set forth in Specific Project Agreements pursuant to Section 4 above, and each party's responsibilities delineated therein.

5.3 Operating Fund. Nevertheless, the Joint Board may create any operating fund authorized by law, including but not limited to, establishment of a special fund with a state, county, city, or district treasurer servicing an involved public agency designated "Operating fund of Toppenish-Grandview Joint Board."

5.4 Acquisition and Disposition of Property. Any real or personal property acquired shall be pursuant to Separate Project Agreement pursuant to Section 4 above, which shall address the means of acquisition, funding of acquisition, use and disposition of such property. Disposition of any real or personal property acquired pursuant to this Agreement but not addressed in any Separate Project Agreement, or as otherwise agreed in writing, shall be disposed of as follows:

(a) In the event of termination by all parties to any Separate Project Agreement, such property shall be sold. Proceeds from any sale of property shall be divided and paid to each party in proportion to the amount contributed by such party for the acquisition thereof. For any property not sold, title shall vest in each party in proportion to the amount contributed by each party for the acquisition thereof as tenants in common.

(b) In the event of termination by one party to any Separate Project Agreement, leaving two parties participating, the terminating party shall be paid and reimbursed the amount originally contributed by the terminating party for the acquisition of such property, less applicable depreciation.

No provision of this Agreement or Separate Project Agreement made pursuant to this Agreement shall relieve any public agency of any obligation or responsibility imposed upon it by law except that:

(a) To the extent of actual and timely performance thereof by a joint board or other legal or administrative entity created by an agreement made pursuant to this chapter, the performance may be offered in satisfaction of the obligation or responsibility; and

(b) With respect to one or more public agencies purchasing or otherwise contracting through a bid, proposal, or contract awarded by another public agency or by a group of public agencies, any statutory obligation to provide notice for bids or proposals that applies to the public agencies involved is satisfied if the public agency or group of public agencies that awarded the bid proposal, or contract complied with its own statutory requirements and either (i) posted the bid or solicitation notice on a web site established and maintained by a public agency, purchasing cooperative, or similar service provider, for purposes of posting public notice of bid or proposal solicitations, or (ii) provided an access link on the state's web portal to the notice.

Section 6. INDEMNIFICATION: Each party shall defend, indemnify and hold harmless the other party, its elected officials, officers, employees, agents, volunteers or assigns from any and all claims, demands, losses, liens, damages, actions, judgments, liabilities, penalties, fines, lawsuits, costs and expenses (including attorney fees) which result from, arise out of, or are incidental to the indemnifying party's performance or failure to perform under this Agreement. This section shall survive the termination of this Agreement.

Section 7. INSURANCE: Each party shall obtain or maintain in effect sufficient liability and property insurance to cover its participation in the programs and projects entered into pursuant to this Agreement. The parties agree and understand that specific projects or programs may require issuance of separate insurance coverage, which costs and responsibilities will be addressed in each Separate Project Agreement.

Section 8. TERMINATION-EFFECT: Unless otherwise mutually agreed between both parties, either party may terminate its participation in this Agreement upon one year's advance written notice to the other party. Upon termination, the terminating party shall remain responsible for payment of any financial commitment undertaken pursuant to any individual Separate Project Agreement, which financial commitment represents payment for services already performed.

Section 9. DISPUTE RESOLUTION: In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof or the use and/or payment for any facility for the purpose of this Agreement, the dispute or difference shall be attempted to be resolved by the Joint Board. If the dispute or difference is unable to be resolved by the Joint Board, the matters shall be referred to the legislative bodies of the affected parties for resolution. Such decision shall be arrived at as expeditiously as possible.

Section 10. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Agreement, and this Agreement shall not be interpreted or construed to create such rights.

Section 11. INTEGRATED AGREEMENT-AMENDMENT: This Agreement, with each Specific Project Agreement hereafter attached and incorporated herein, constitutes the entire agreement between the parties, which shall not be amended except in writing signed by all parties.

Section 12. GENERAL PROVISIONS:

12.1 This Agreement shall be effective upon the date signed by the last party to execute the Agreement. This Agreement may be executed in counterpart.

12.2 A copy of this Agreement shall be filed with the Yakima County Auditor's office, or in lieu of filing this Agreement with the County Auditor, each party may list a copy of this Agreement on its website pursuant to RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as follows:

CITY OF TOPPENISH

By: Lance C. Hoyt
Lance C. Hoyt, City Manager

Date: July 10, 2017

ATTEST:

By: Debbie Zabell
Debbie Zabell, CMC
Finance Director/City Clerk

APPROVED AS TO FORM:

By: Gary M. Cuillier
Gary M. Cuillier, City Attorney

CITY OF GRANDVIEW

By: _____
Norm Childress, Mayor

Date: _____

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney