GRANDVIEW CITY COUNCIL COMMITTEE-OF-THE-WHOLE MEETING AGENDA TUESDAY, FEBRUARY 25, 2025



PLEASE NOTE: The maximum occupancy of the Council Chambers is 49 individuals at one time. Access to exits must be kept clear to ensure everyone in the Chambers can safely exit in the event of an emergency.

This meeting will be held in person and will also be available via teleconference.

<u>COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM</u>

PAGE

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. PUBLIC COMMENT The public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.

4. NEW BUSINESS

- Α. Resolution authorizing the Mayor to sign the Interlocal Agreement between the City 1-15 of Sunnyside and the City of Grandview for the Housing of Inmates B. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between 16-22 the City of Grandview and the Lower Valley Cal Ripken League C. Resolution authorizing the Mayor to sign Change Order No. 1 with Culbert 23-27 Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Parks and Ride Improvements (Re-Bid) D. Resolution authorizing the Mayor to sign a Contract Amendment between the 28-32 Department of Licensing and the Grandview Transportation Benefit District E. Resolution authorizing the Mayor to sign the Architectural Proposal with Design 33-36 West Architects, P.A., for the Police Department Needs Assessment F. Letter of Intent for Annexation & Rezone - Roger Wilson and James & Linda Hansen 37-58 - Wine Country Road, Bethany Road, N. Puterbaugh Road and Woodworth Road,
- 5. CITY ADMINISTRATOR AND/OR STAFF REPORTS
- 6. MAYOR & COUNCILMEMBER REPORTS

Grandview, WA

7. ADJOURNMENT

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, February 25, 2025 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Please join the meeting from your computer, tablet or smartphone.

Join Zoom Meeting

https://us06web.zoom.us/j/89536636441?pwd=w3ptlp7pTpqblLdb2wSxTGyjqL37Rf.1

To join via phone: +1 253 215 8782

Meeting ID: 895 3663 6441

Passcode: 775074

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

Resolution authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates

Pepartment

FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Kal Fuller, Police Chief

CITY ADMINISTRATOR

MAYOR

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

The City of Grandview and the City of Sunnyside enter into yearly contracts for jail services. This contract is

an Interlocal Agreement outlining the specifics regarding the treatment, costs and housing of inmates within Sunnyside jail. This agreement allows prisoners to be routinely housed in Sunnyside Jail.

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 Interlocal Agreement with City of Sunnyside is the same as previous year's agreements. The only change is an increase in per day rates from \$65.10 to \$71.20

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Interlocal Agreement between the City of Sunnyside and the City of Grandview for the Housing of Inmates to the February 25, 2025 regular Council meeting for consideration.



Sunnyside Police Department

401 Homer Street Sunnyside, WA 98944

DATE:

December 23, 2024

RECEIVED

FROM:

Sunnyside Police Department

JAN 2 1 2024

CITY OF GRANDVIEW

Attached for your consideration are two (2) signed original Interlocal Agreements for the housing of inmates. If acceptable to you, please sign, notarize and date the documents and return one (1) original City Clerk Jacqueline Renteria at 818 E. Edison Avenue, Sunnyside, WA 98944.

Thank you!

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON AND THE CITY OF GRANDVIEW, WASHINGTON FOR THE HOUSING OF INMATES

WHEREAS, the City of Grandview and the City of Sunnyside have previously entered into an Interlocal Agreement for the housing of inmates, and

WHEREAS, the City of Sunnyside desires to modify Section 6(a) Compensation of the 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 Agreement between the City of Sunnyside, Washington and the City of Grandview, Washington for the housing of inmates replacing the compensation rate per day from \$65.10 to \$71.20 effective January 1, 2025 in the form as is attached hereto and incorporated herein by reference.

PASSED by the CITY COU meeting on, 2	JNCIL and APPROVED by the MAYOR at its regulates.
	MAYOR
	ATTEST:
	CITY CLERK
APPROVED AS TO FORM:	
CITY ATTORNEY	<u> </u>

WHEN RECORDED RETURN TO:

City of Sunnyside, Washington 818 East Edison Sunnyside, WA 98944

INTERLOCAL AGREEMENT BETWEEN THE CITY OF SUNNYSIDE, WASHINGTON AND THE CITY OF GRANDVIEW, WASHINGTON, FOR THE HOUSING OF INMATES

THIS INTERLOCAL AGREEMENT is made and entered into on this 1st day of January, 2025, by and between THE CITY OF GRANDVIEW, Washington, hereinafter referred to as "GRANDVIEW", and the City of Sunnyside, Washington, hereinafter referred to as "Sunnyside", each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, Sunnyside and GRANDVIEW are authorized by law to have charge and custody of the Sunnyside City Jail and GRANDVIEW prisoners or inmates, respectively; and

WHEREAS, GRANDVIEW wishes to designate Sunnyside as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Sunnyside is desirous of accepting and keeping in its custody such inmate(s) in the Sunnyside Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.080 and other Washington law, as amended, authorizes any city to contract with any other city/county to perform any governmental service, activity or undertaking which each contracting city/county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended,

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

- 1. <u>GOVERNING LAW</u>. The parties hereto agree that, except where expressed otherwise, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to this Agreement.
- 2. <u>DURATION</u>. This Agreement shall enter into full force and effect from the date of execution and end <u>December 31, 2025</u>, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods of 12 months under such terms and conditions as the parties may determine. Nothing in this Agreement shall be construed to require GRANDVIEW to house inmates in Sunnyside continuously.

3. <u>TERMINATION</u>.

- (a) By either party. This Agreement may be terminated by written notice from either party to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners. This Agreement may only be terminated by ninety (90) days written notice of termination of this Agreement, to all parties to this Agreement and the State Office of Financial Management. The Notice of termination shall state the ground for termination and the specific plans for accommodating the affected jail population. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) days after receipt of such notice. Within said ninety (90) days, Grandview agrees to remove its inmate(s) from Sunnyside.
- (b) By GRANDVIEW due to lack of funding. The obligation of GRANDVIEW to pay Sunnyside under the provision of this Agreement beyond the current fiscal year is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by GRANDVIEW. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after the current fiscal year, then GRANDVIEW shall have the option of terminating the Agreement upon written notice to Sunnyside, except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to GRANDVIEW.
- (c) <u>Termination for Breach</u>. In the event GRANDVIEW breaches or fails to perform or observe any of the terms or conditions herein, and fails to cure such breach or default within *seven* (7) days of Sunnyside giving GRANDVIEW written notice thereof, or, if not reasonably capable of being cured within such *seven* (7) days, within such other period of time as may be reasonable in the circumstances, Sunnyside may terminate GRANDVIEW's rights under this Agreement in addition to and not in limitation of any other remedy of Sunnyside at law or in equity, and the failure of Sunnyside to exercise such right at any time shall not waive Sunnyside's right to terminate for any future breach or default.

- (d) In the event of termination of this agreement for any reason, GRANDVIEW shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until GRANDVIEW retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.
- 4. <u>MAILING ADDRESSES</u>. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

To Sunnyside:

City of Sunnyside

818 E. Edison Avenue Sunnyside, WA 98944

Primary Contact Person:

Andrew Gutierrez, Corrections Sergeant

509-836-6200, agutierrez@sunnyside-wa.gov

Secondary Contact:

Robert Layman, Chief of Police

509-836-6200, rlayman@sunnyside-wa.gov

To GRANDVIEW:

City of Grandview

201 W 2nd ST., Grandview, WA Billing: dispatch@grandviewpd.us

Primary Contact Person:

Kal Fuller, Chief

509 882-2000, Kal.fuller@grandviewpd.us

Secondary Contact:

Seth Bailey, Assistant Chief

509.882.2000, seth.bailey@grandviewpd.us

Communications: 509.882.2000

Notices mailed shall be deemed given on the date mailed. The Parties shall notify each other in writing of any change of address.

- 5. <u>DEFINITIONS</u>. The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:
- (a) <u>Day</u>. A twenty-four-hour-long unit of time commencing at 00:00:00 a.m., and ending 23:59:59 p.m.
- (b) <u>Inmate Classifications</u> shall be pursuant to the Sunnyside's Objective Jail Inmate Classification System which is modeled after the National Institute of Corrections Jail Classification System:

- (i) "Minimum" classification shall apply to those inmates who present a low risk to staff and the community.
- (ii) "Medium" classification shall apply to those inmates who present a moderate risk to staff and the community.
- (iii) "Maximum" classification shall apply to those inmates who present a substantial risk to staff and the community.

6. <u>COMPENSATION</u>.

- (a) Rates. Sunnyside agrees to accept and house GRANDVIEW inmates for compensation per inmate at the rate of \$71.20 per day. This includes minimum and medium classification inmates. The parties agree that Sunnyside will not charge a separate booking fee in addition to such rate. The date of booking into the Sunnyside Jail of GRANDVIEW inmates shall be charged a minimum of a full daily rate per inmate regardless of the time of booking within a 24-hour period. The date of release from Sunnyside Corrections and/or returned to GRANDVIEW, regardless of the time frame within a 24-hour day shall not constitute a charge by the City of Sunnyside against GRANDVIEW.
- (b) <u>Billing and Payment</u>. Sunnyside agrees to provide GRANDVIEW with an itemized invoice listing all names of housed inmates, the case/citation number, the number of days housed (including the date and time of booking and date and time of release), and the payment amount due. Sunnyside agrees to provide said invoice by the 10th of each month. GRANDVIEW agrees to make payment to the City of Sunnyside within *thirty* (30) days of receipt of such invoice for the amount billed for the previous calendar month.
- (c) Transportation of inmates is included in the cost and is provided by Sunnyside Corrections.
- 7. RIGHT OF INSPECTION. GRANDVIEW shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of GRANDVIEW are confined in order to determine if such jail maintains standards of confinement acceptable to GRANDVIEW and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Sunnyside shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.
- 8. <u>FURLOUGHS, PASSES, AND WORK RELEASE</u>. Sunnyside agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews,

electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

- 9. <u>INMATE ACCOUNTS</u>. Sunnyside shall establish and maintain an account for each inmate received from GRANDVIEW and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. Sunnyside shall be accountable to GRANDVIEW for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either GRANDVIEW or indefinite release to the court, the inmate's money shall be refunded in the form of a pre-paid debit card or check issued to the inmate at the time of their release or transfer.
- 10. <u>INMATE PROPERTY</u>. GRANDVIEW may transfer to Sunnyside only agreed amounts of personal property of GRANDVIEW inmates recovered from or surrendered by inmates to GRANDVIEW upon booking. Only those items which fit into a 12-inch by 14-inch bag will be allowed on transports, when such transports are conducted by Sunnyside Jail Personnel. Additional legal material or personal belongings may be shipped to the Sunnyside Jail at the expense of the inmate or GRANDVIEW.
- RESPONSIBILITY FOR OFFENDER'S CUSTODY. It 11. shall be the responsibility of Sunnyside to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require the City of Sunnyside, or any of its agents, to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Sunnyside to provide services, treatment. facilities or programs to GRANDVIEW inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES.

(a) Inmates deemed GRANDVIEW inmates shall receive such medical, psychiatric and dental treatment when **emergent** and necessary to safeguard their health while housed in Sunnyside. Sunnyside shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided in the Sunnyside Jail, GRANDVIEW shall pay directly or reimburse Sunnyside for any and all costs associated with the delivery of any emergency and/or major medical service provided to GRANDVIEW inmates. GRANDVIEW shall be responsible for any

and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefor.

- (b) An adequate record of all such services shall be kept by Sunnyside for GRANDVIEW's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services requiring treatment from providers outside of the Sunnyside Jail shall be reported to GRANDVIEW as soon as time permits.
- (c) Should medical, psychiatric or dental services require hospitalization, GRANDVIEW agrees to compensate Sunnyside dollar for dollar any amount expended, or cost incurred in providing the same; provided that, except in emergencies, GRANDVIEW will be notified by contacting the duty supervisor at GRANDVIEW prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.
- (d) Sunnyside will make all reasonable efforts to ensure that medical care providers providing services to GRANDVIEW inmates adhere to payment requirements of RCW 70.48.130 when such services are not billed directly to GRANDVIEW by the medical care provider. Sunnyside may elect to have the medical care provider(s) bill GRANDVIEW directly. GRANDVIEW will have the responsibility for notifying medical care providers of these payment requirements when billed directly by medical care providers.
- 13. <u>DISCIPLINE</u>. Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of GRANDVIEW. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS.

- (a) GRANDVIEW shall forward to Sunnyside before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner.
- (b) Sunnyside shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Sunnyside, GRANDVIEW shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.
- 15. <u>REMOVAL FROM THE JAIL</u>. An inmate of GRANDVIEW legally confined in Sunnyside shall not be removed from the jail by any person without written authorization from GRANDVIEW or by order of any court having jurisdiction. GRANDVIEW hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove GRANDVIEW inmates from the Sunnyside Jail. Sunnyside agrees that no early

releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of the Sunnyside Jail. In the event of any such emergency removal, Sunnyside shall inform GRANDVIEW of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. <u>ESCAPES</u>. In the event any GRANDVIEW inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to GRANDVIEW. Sunnyside shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Sunnyside; however, Sunnyside shall not be required to expend unreasonable amounts to pursue and return inmates from other counties, states or other countries.

17. <u>DEATH OF AN INMATE</u>.

- (a) In the event of the death of a GRANDVIEW inmate, the Yakima County Coroner shall be notified. GRANDVIEW shall receive copies of any records made at or in connection with such notification.
- (b) Sunnyside shall immediately notify GRANDVIEW of the death of a GRANDVIEW inmate, furnish information as requested and follow the instructions of GRANDVIEW regarding the disposition of the body. GRANDVIEW hereby designates the Chief of Police as the official authorized to request information from and provide instructions to Sunnyside regarding deceased inmates. The body shall not be released except on written order of said appropriate official(s) of GRANDVIEW. Written notice shall be provided within three weekdays of receipt by GRANDVIEW of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by GRANDVIEW. With GRANDVIEW's consent, to be obtained on an individual basis, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by GRANDVIEW. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.
- (c) GRANDVIEW shall receive a certified copy of the death certificate for any of its inmates who have died while in the City of Sunnyside's custody.
- 18. <u>RETAKING OF INMATES</u>. Upon request from Sunnyside, GRANDVIEW shall, at its expense, retake any GRANDVIEW inmate within *thirty-six* (36) hours after

receipt of such request. In the event the confinement of any GRANDVIEW inmate is terminated for any reason, GRANDVIEW shall, at its expense, retake such inmate at the Sunnyside Facility.

19. HOLD HARMLESS AND INDEMNIFICATION.

- (a) Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party.
- (b) The terms of section 19 shall survive the termination or expiration of this Agreement.
- 19.1 <u>SUNNYSIDE HOLD HARMLESS AND INDEMNIFICATION</u>. Sunnyside agrees to hold harmless, indemnify and defend GRANDVIEW, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct, negligent act, error, or omission of SUNNYSIDE, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:
- (a) Sunnyside's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of GRANDVIEW, its officials, agents, officers, employees or volunteers; and
- (b) In the event that the officials, agents, officers, and/or employees of both GRANDVIEW and Sunnyside 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).
- 19.2 <u>GRANDVIEW HOLD HARMLESS AND INDEMNIFICATION</u>. GRANDVIEW agrees to hold harmless, indemnify and defend Sunnyside, its officers, agents and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of GRANDVIEW, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:
- (a) GRANDVIEW's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or negligence of Sunnyside, its agents, officers, employees or volunteers; and
- (b) In the event that the officials, agents, officers, and/or employees of both GRANDVIEW and Sunnyside 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).

20. RIGHT OF REFUSAL AND TRANSPORTATION.

- (a) Sunnyside shall have the right to refuse to accept any inmate from GRANDVIEW when, in the opinion of Sunnyside, its inmate census is at capacity such that there is a substantial risk that, through usual operation of the jail, the reasonable operational capacity limits of the jail might be reached or exceeded.
- (b) Sunnyside shall further have the right to refuse to accept any inmate from GRANDVIEW who, in the judgment of Sunnyside, has a current illness or injury which may adversely affect the operations of the Sunnyside Jail, has a history of serious medical problems, presents a substantial risk of escape, or presents a substantial risk of injury to other persons or property, or is classified as a maximum-security inmate pursuant to Sunnyside's Objective Jail Classification System.
- (c) GRANDVIEW prisoners incarcerated in Sunnyside pursuant to this Agreement shall be transported to Sunnyside by and at the expense of Sunnyside and shall be returned, if necessary, to GRANDVIEW's custody by Sunnyside personnel and at Sunnyside's expense provided that notice of the necessity of transport is received by Sunnyside *three* (3) days prior to time of expected transport.
- 21. <u>INDEPENDENT CONTRACTOR</u>. In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of GRANDVIEW for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim of career service or civil service rights, which may accrue to an employee of GRANDVIEW under any applicable law, rule or regulation.

22. GENERAL PROVISIONS.

- (a) <u>Severability</u>. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable, and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.
- (b) <u>Dispute Resolution</u>. In the event of a dispute regarding the enforcement, breach, default, or interpretation of this Agreement, the parties shall first meet in a good faith effort to resolve such dispute. In the event the dispute cannot be resolved by agreement of the parties, said dispute shall be resolved by arbitration pursuant to RCW 7.04A, as amended, with both parties waiving the right of a jury trial upon trial de novo.

with venue placed in Sunnyside, Yakima County, Washington. Each party shall bear its own attorney fees and costs.

- (c) <u>Waiver of Breach</u>. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.
- (d) <u>Savings Clause</u>. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be severed only to the extent necessary to bring it within legal requirements.
- (e) <u>Filing</u>. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's website or other electronically retrievable public source pursuant to RCW 39.34.040.
- 23. <u>INTERPRETATION</u>. This Agreement has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and gender neutral.
- 24. ACCESS TO RECORDS CLAUSE. The parties hereby agree that authorized representatives of the parties shall access to any books, documents, paper and record of the other party which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. All such records and all other records pertinent to this Agreement and work undertaken pursuant to this Agreement shall be retained by the parties for a period of *three* (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.
- 25. <u>INTERLOCAL COOPERATIVE ACT PROVISIONS</u> Each party shall be solely responsible for all costs, materials, supplies and services necessary for their performance under the terms of this Agreement. All property and materials secured by each party in the performance of this Agreement shall remain the sole property of that party. All funding incident to the fulfillment of this Interlocal Agreement, shall be borne by each party necessary for the fulfillment of their responsibilities under the terms of this Agreement. No special budgets or funds are anticipated, nor shall be created incident to this Interlocal Cooperation Agreement. It is not the intention that a separate legal entity be established to conduct the cooperative undertakings, nor is the acquisition, holding, or disposing of any real or personal property anticipated under the terms of this Agreement.

The City Manager of the City of Sunnyside, Washington, shall be designated as the Administrator of this Interlocal Cooperative Agreement.

A copy of this Interlocal Agreement shall be filed or placed on the City's and the Port's website as provided by RCW 39.34.

26. <u>ENTIRE AGREEMENT</u>. This Agreement represents the entire integrated Agreement between GRANDVIEW and Sunnyside and supersedes all prior negotiations, representations or agreements, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF SUNNYSIDE	THE CITY OF GRANDVIEW		
By: Mike Gonzalez, City Manager	By: Mayor Ashley Lara		
ATTEST:	ATTEST:		
Jacqueline Renteria, City Clerk	Anita Palacios, City Clerk		
APPROVED AS TO FORM:	APPROVED AS TO FORM:		
Saxton Riley& Riley, PLLC Benjamin J. Riley, Attorneys for the City of Supposide	Quinn Plant Attorney for the City of Grandview		

STATE OF WASHINGTON)
: ss. THE CITY OF SUNNYSIDE)
On this day personally appeared before me Mike Gonzalez, City Manager, of the City of Sunnyside, to be 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 day of, 2025.
NOTARY PUBLIC in and for the State of Washington Residing at:
My Commission Expires:
STATE OF WASHINGTON)
: ss. THE CITY OF GRANDVIEW)
On this day personally appeared before me Mayor Ashley Lara of the CITY OF GRANDVIEW, to be 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 coluntary act and deed for the uses and purposes therein mentioned.
GIVEN under my hand and official seal this day of, 2025.
NOTARY PUBLIC in and for the State of Washington Residing at: My Commission Expires:

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

Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League

DEPARTMENT
Parks & Recreation Department

DEPARTMENT DIRECTOR REVIEW
Gretchen Chronis, Parks & Recreation Director

CITY ADMINISTRATOR

MAYOR

AGENDA DATE: February 25, 2025

FUNDING CERTIFICATION (City Treasurer) (If applicable)

MAYOR

AGENDA DATE: February 25, 2025

MAYOR

FUNDING CERTIFICATION (City Treasurer) (If applicable)

MAYOR

ABULLY

AGENDA NO.: New Business 4 (B)

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

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

Attached is the Recreational Use Permit between the City and the Lower Valley Cal Ripken League for the 2025 season. Baseball League Coordinator Alicia Trevino of the Lower Valley Cal Ripken League has reviewed and signed the agreement.

ACTION PROPOSED

Move resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League to the February 25, 2025 regular Council meeting for consideration.

RESOLUTION NO. 2025-

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT BY AND BETWEEN THE CITY OF GRANDVIEW AND THE LOWER VALLEY CAL RIPKEN LEAGUE

WHEREAS, the City of Grandview and the Lower Valley Cal Ripken League desire to enter into a Recreational Use Permit regarding the use of the Ralph Scott Memorial Ballfields at the Country Park Events Center;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Lower Valley Cal Ripken League in the form as is attached hereto and incorporated herein by reference.

	OUNCIL and APPROVED by the MAYOR at its regular 2025.
	MAYOR
	ATTEST:
	CITY CLERK
APPROVED AS TO FORM:	
CITY ATTORNEY	

RECREATIONAL USE PERMIT

By and Between City of Grandview and Lower Valley Cal Ripken League

This Agreement entered into this 25th day of February, 2025, by and between the City of Grandview, and Lower Valley Cal Ripken League for the uses and purposes stated herein and below.

1. Recitals

- A. The City of Grandview, hereafter called the "City" is a municipal corporation of the State of Washington, with City Hall located at 207 W. 2nd Street, Grandview, WA 98930.
- B. Lower Valley Cal Ripken League, hereafter called "Baseball League" is a non-profit organization with organized and stated purposes of organizing baseball competition between teams of the organization.
- C. City owns Ralph Scott Memorial Ball Fields at the Country Park Events Center. Such facilities include baseball fields suitable for competition, hereafter called the "Baseball Facility".
- D. City and Baseball League desire to enter into a Recreational Use Permit regarding the use of Baseball Facility.

2. Agreement

Wherefore, in consideration of mutual covenants, conditions and promises herein, the parties agree as follows:

Responsibilities of Baseball League:

- A. Baseball League seeks to gain access for the use of Baseball Facility to conduct a program of baseball, in accordance with its own rules and regulations.
- B. Baseball League shall pay the City a Recreational Use Permit fee of \$25 for each use of the ball field lights. An accurate account of each use of the ball field lights will be recorded by the league and submitted to the City at the end of the season for appropriate billing. The Recreational Use Permit authorizes Baseball League to use the Baseball Facility as mutually scheduled between March 3 and July 31, 2025. Baseball League acknowledges that City sponsored programs and community events have scheduling priority over Baseball League's use of the Baseball Facility under this Agreement, and that Baseball League may not use the Baseball Facility if such use conflicts with a City sponsored program or community event. Baseball League shall not use the Baseball Facility additionally without first obtaining further written permission from the City and the payment of additional fees as established by the City.

- C. At no time shall Baseball League participants, coaches, officials, spectators, vendors, or any other people drive or park any vehicles on the Baseball Facility, except maintenance and emergency response vehicles. No vehicles shall be allowed on the field or the grass at the Country Park Events Center, except maintenance and emergency response vehicles. All vehicles must be parked in spaces designated for parking. Only individuals with a current Washington State Disabled Parking Permit will be allowed to park in designated disabled parking areas. All other vehicles associated with the Baseball League will park in the main parking lot at the Country Park Events Center.
- D. Baseball League shall be solely and completely responsible for maintaining the dirt infields, facility fencing, dugout shelters, benches, storage units/areas and on-site equipment in a clean, neat and safe condition. The City will be responsible for mowing and trimming of grass, restroom maintenance and garbage dumpsters. Baseball League shall provide routine litter clean-up and shall properly dispose of all trash on or surrounding the Baseball Facility, including parking areas, during the period of time that Baseball League shall be using the Baseball Facility. Baseball League shall be responsible for any damage that occurs to the Baseball Facility as a result or incidental to, Baseball League's use of the Baseball Facility under this Agreement. It is the responsibility of the Baseball league to keep all participants and spectators out of the livestock building and amphitheater areas. Baseball League will be allowed to engage in off-season field and structure maintenance of the baseball facility as scheduled through the parks and recreation department.
- E. Should Baseball League desire to make improvements and/or install equipment for use on the Baseball Facility, Baseball League shall seek prior written approval of the City before any equipment may be installed. Baseball League shall be solely responsible to ensure that said equipment meets the requirements of the U.S. Consumer Products Commission or other state or federal agency charged with the establishment of safety standards for such equipment. Upon installation of said equipment, such equipment shall remain the sole property of the City unless otherwise specifically agreed upon in writing by both parties.
- F. Baseball League is aware of and will abide by all elements of the Grandview Municipal Code of Chapter 12.20 (Park Code).
- G. Indemnification/Hold Harmless. User shall defend, indemnify and hold harmless the City of Grandview, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of Premises or from any activity, work or thing done, permitted, or suffered by User in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Grandview.
- H. Insurance Term. User shall procure and maintain for the duration of the use or rental period insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the facilities and the activities of the User and his or her guests, representatives, volunteers and employees.

- I. No Limitation. User's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the User to the coverage provided by such insurance, or otherwise limit the City of Grandview's recourse to any remedy available at law or in equity.
- J. Required Insurance. User's required insurance shall be as follows: General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The City of Grandview shall be named as an additional insured on User's General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. The General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate. General Liability insurance shall also include coverage for participant liability with limits of not less than \$1,000,000 per occurrence. The insurance policy shall contain or be endorsed to contain that the User's insurance coverage shall be primary insurance as respect the City of Grandview. Any insurance, self-insurance, or self-insurance and shall not contribute with it.
- K. City of Grandview Full Availability of User Limits. If the User maintains higher insurance limits than the minimums shown above, the City of Grandview shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the User, irrespective of whether such limits maintained by the User are greater than those required by this contract or whether any certificate of insurance furnished to the City of Grandview evidences limits of liability lower than those maintained by the User.
- L. Certificate of Insurance and Acceptability of Insurers. The User shall provide a certificate of insurance evidencing the required insurance before using the Premises. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- M. Baseball League has inspected the Baseball Facility and the Country Park Events Center and any equipment located upon such facility, and finds such to be adequate for Baseball Leagues use. Baseball League and those individuals using such facilities and equipment through Baseball League and this Agreement do so at their own risk.
- N. Under a separate Concession Agreement, the Baseball League shall be entitled to operate a concession stand upon site approved by the City. Baseball League shall comply with all applicable health code requirements, including but not limited to food preparation, storage, sanitation and waste removal. Baseball League shall be solely responsible for compliance with all applicable laws and regulations pertaining to sales tax and tax reporting.
- O. Users of athletic fields and facilities for youth sports shall comply with the guidance of RCW 28A.600.190 and RCW 28A.600.195 regarding youth sports concussion, head injuries and sudden cardiac arrest.

- P. Baseball League agrees to comply with RCW 49.60.500, made applicable to community athletic programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.
- Q. Independent Contractors. The parties are independent contractors, and nothing in this Agreement shall be construed to create a partnership, joint venture or any other relationship than independent contractors. Baseball League shall be and remain in sole charge, supervision and control of all Baseball League activities, games, training and programs. City shall remain in sole charge, supervision and control of all its parks and recreation programs of the City of Grandview.
- R. Term of Agreement. The term of this Agreement shall be for the term of the season set forth in Section B above. Notwithstanding termination of this Agreement through expiration of the term, the provisions relating to insurance and indemnification in Section H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.
- S. Termination. Either party may terminate this Agreement for any reason upon thirty (30) days written notice to the other. In the event Baseball League fails to abide by the terms and conditions of this Agreement or in the event of an Emergency, the City may terminate this Agreement upon such terms and at such time as the City deems necessary and appropriate, provided notice of termination for cause shall be provided to Baseball League. For purposes of this section, the term "Emergency" means any changes of the Comprehensive Plan or Parks & Recreation Plan mandated by governmental authorities and agencies with jurisdiction. Notwithstanding an early termination of this Agreement, the provisions relating to insurance and indemnification in Sections G and H arising out of occurrences within the coverage of such insurance and/or use of Baseball League's equipment at any time, shall survive termination of this Agreement.
- T. Entire Agreement. This Agreement, with Baseball League's application for use of City's park facilities, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of park facilities shall apply to this Agreement and are incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms of this Agreement shall control.
- U. Assignment. This Agreement and the terms and provisions herein are personal to Baseball League and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

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

City or Grandview	Baseball League
Ву:	By:
Mayor Ashley Lara	Baseball League Coordinator
ATTEST:	
Ву:	
Anita Palacios, City Clerk	
APPROVED AS TO FORM:	
By:	
City Attorney	

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

Resolution authorizing the Mayor to sign Change Order No. 1 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Parks and Ride Improvements (Re-Bid)

DEPARTMENT
Public Works Department

AGENDA NO.: New Business 4 (C)

AGENDA DATE: February 25, 2025

FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT HEAD REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR

MAYOR

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

On January 28, 2025, City Council accepted the bid for Schedule A from Culbert Construction, Inc., and authorized the Mayor to sign all contract documents with Culbert Construction, Inc., to construct the Wine Country Road Sidewalk, Pathway, and Parks and Ride Improvements.

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.

Change Order No. 1 with Culbert Construction, Inc., is for the replacement of the existing fence along the back of the park and ride, as provided in Schedule B and as described in the Special Provisions, Technical Specifications, and Plans of the original bid package. WSDOT only allowed award of Schedule A following the bid opening, however, this work is allowed to be added by change order in the amount of \$32,910.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign Change Order No. 1 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway, and Parks and Ride Improvements (Re-Bid) to the February 25, 2025 regular Council meeting for consideration.

Anita Palacios

From: Stephen Hazzard <shazzard@hlacivil.com>

Sent: Monday, February 17, 2025 2:35 PM

To: Shane Fisher; Anita Palacios

Cc: Tanner Lange; Janell Buchanan; Hector Mejia; Lillian Veliz

Subject: 23175 - Wine Country Road Sidewalk, Pathway, and Park and Ride - Change Order No.

1

Attachments: 2025-02-17 - 23175C - CO 001 - Culbert and HLA signed.pdf

CAUTION: External Email

Hi Shane and Anita,

Attached for your processing through council is change order #1 for the Park and Ride project. Please let me know if you have any questions.

Thanks.



Stephen S. Hazzard, PE

HLA Engineering and Land Surveying, Inc.

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 | Cell: (509) 840-4746 shazzard@hlacivil.com | www.hlacivil.com

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RESOLUTION NO. 2025-___

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN CHANGE ORDER NO. 1 WITH CULBERT CONSTRUCTION, INC., FOR THE WINE COUNTRY ROAD SIDEWALK, PATHWAY, AND PARK AND RIDE IMPROVEMENTS

WHEREAS, the City of Grandview has contracted with Culbert Construction, Inc., as the contractor for the Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements; and,

WHEREAS, Change Order No. 1 is to replace the existing fence along the back of the park and ride; and,

WHEREAS, Change Order No. 1 is in the amount of \$32,910,

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

The Mayor is hereby authorized to sign Change Order No. 1 with Culbert Construction, Inc., for the Wine Country Road Sidewalk, Pathway and Park and Ride Improvements in the form as is attached hereto and incorporated herein by reference.

PASSED by the CITY COI	JNCIL and APPROVED by the MAYOR at its regula_, 2025.
	MAYOR
	ATTEST:
	CITY CLERK
APPROVED AS TO FORM:	
CITY ATTORNEY	



CHANGE ORDER NO. 1



PROJECT OWNER: City of Grandview

PROJECT NAME: Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (RE-BID)

FED. AID PROJECT NO.: TAPUS-8056(006)

RMG PROJECT NO.: PTD 0767-001

HLA PROJECT NO.: 23175 & 23177

CONTRACTOR: Culbert Construction Inc.

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENT:

THE TOLESWING OF MINGES AND HEIRED TWINDE TO THE	ZOIVITO	ACT DOCUMENT.	
Original Contract Price (Including Applicable Sales Tax):	\$		394,724.57
Current Contract Price Adjusted by Previous Change Order(s) Including Applicable Sales Tax:	\$		394,724.57
Change in Contract Price Due to this Change Order (Including Applicable Sales Tax):	\$		32,910.00
Adjusted Contract Price Including this Change Order (Including Applicable Sales Tax):	\$		427,634.57
Original Contract Working Days:			25
Current Contract Working Days Adjusted by Non-Working Days and/or Previous Change Order(s):			25
Change in Contract Working Days due to this Change Order:			5
Revised Contract Working Days:	;	· · ·	30
Dan DeRousie DN: cn=Dan De		February 17, 2025	
OWNER:	Date:		



CHANGE ORDER NO. 1



DATE:

2/17/2025

PROJECT OWNER:

City of Grandview

PROJECT NAME:

Wine Country Road Sidewalk, Pathway, and Park and Ride Improvements (RE-BID)

FED. AID PROJECT NO .:

TAPUS-8056(006)

RMG PROJECT NO.:

PTD 0767-001

HLA PROJECT NO.:

23175 & 23177

CONTRACTOR:

Culbert Construction Inc.

ITEM NO	DESCRIPTION	UNIT	QTY	UNIT PRICE	CHV	NGE AMOUNT
CHANGE ORDER NO. 1						
31	Chain Link Fence Type 4	LF	600	\$ 54.85	\$	32,910.00
		CHA	NGE ORDEF	R NO. 1 TOTAL:	\$	32,910.00

The change order is being requested by the Project Engineer for the replacement of the existing fence along the back of the park and ride, as shown in Schedule B and as described in the Special Provisions, Technical Specifications, and Plans of the original bid package. WSDOT only allowed award of Schedule A following the bid opening, however, this work is allowed to be added by change order.

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

ITEM TITLE	AGENDA NO.: New Business 4 (D)
Resolution authorizing the Mayor to sign a Contract Amendment between the Department of Licensing and the Grandview Transportation Benefit District	AGENDA DATE: February 25, 2025
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
City Treasurer	N/A

DEPARTMENT DIRECTOR REVIEW

Matt Cordray, City Treasurer

CITY ADMINISTRATOR

MAYOR

Ashley Lara

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

The City of Grandview and the Washington State Department of Licensing (DOL) entered into an Interlocal Agreement on August 18, 2011. Contract No. K2224 allows the DOL to administer and collect fees on behalf of the Grandview Transportation Benefit District.

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.

DOL has requested the contract be amended to update their contract manager and fee collection language, as follows:

- Update DOL Contract Manager; and
- Add the following language to the "Fee Collection" section of the contract.
 - "A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee."

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Contract Amendment between the Department of Licensing and the Grandview Transportation Benefit District to the March 11, 2025 Council meeting for consideration.

Matt Cordray

From:

Mann, Lisa (DOL) <Lisa.Mann@dol.wa.gov>

Sent:

Monday, February 10, 2025 3:37 PM

To:

Matt Cordray

Subject:

City of Grandview Transportation Benefit District Amendment

CAUTION: External Email

Good afternoon Matt,

I have an amendment for the City of Grandview, Transportation Benefit District, with some updates from the DOL side (updating our Contract Manager and an update to the Fee Collection language). Are you the correct person to send the amendment to for review and signature? Also, is there a Contract Manager for the City?

Regards, Lisa



LISA MANN Contract Specialist III Department of Licensing | dol.wa.gov | 360.634.5491 | lisa.mann@dol.wa.gov |

Helping every Washington resident live, work, drive, & thrive.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE CONTRACT AMENDMENT BETWEEN THE DEPARTMENT OF LICENSING AND THE GRANDVIEW TRANSPORTATION BENEFIT DISTRICT

WHEREAS, the Washington State Department of Licensing and the City of Grandview have previously entered into DOL Contract No. K2224 for the Grandview Transportation Benefit District, and

WHEREAS, the Department of Licensing requests to amend the Contract Management and Fee Collection sections of the contract,

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 Contract Amendment between the Department of Licensing and the Grandview Transportation Benefit District in the form as is attached hereto and incorporated herein by reference.

meeting on	, 2025.
	MAYOR
	ATTEST:
	CITY CLERK
APPROVED AS TO FORM:	
CITY ATTORNEY	<u> </u>



CONTRACT AMENDMENT BETWEEN DEPARTMENT OF LICENSING AND GRANDVIEW TRANSPORTATION BENEFIT DISTRICT (TBD)

DOL Contract No. K2224 Amendment No. 2

Amendment

The purpose of this amendment is to:

- 1. Update DOL Contract Manager, effective immediately;
- 2. Add the following language to the "Fee Collection" section of the contract.
 - "A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee."

Contractor			STATES OF THE STATE OF THE STAT
Contract Manager Matt Cordray	(Area code) Telephone (509) 882-9207	E-Mall mattc@grandview.wa.us	- 0.02,650,350
Department of Licens	ing (DOL)		
Contract Manager Brad DeVol	(Area code) Telephone (360) 634-5131	E-Mail bdevol@dol.wa.gov	
Attachmente (when a			

Attachments (when applicable)

N/A

The execution of this Amendment shall constitute a ratification of any earlier agreement between the parties, hereto, the terms and conditions of which are contained herein. The parties have executed this Amendment as the later signature dates included below. All other terms and conditions of the original Contract and any subsequent amendments there to remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor.

Contractor	Date	Department of Licensing	Date
Name Ashley Lara		Name Evelyne Lloyd	
Title City Mayor		Print Title Assistant Director, Administrative	e Services Division
E-Mail laraa@grandview.wa.us		E-Mail ELloyd@dol.wa.gov	
Phone (509) 882-9200		Phone (360) 902-4044	

This Contract is hereby amended as follows:

21. CONTRACT MANAGEMENT

Update DOL Contract Manager

The DOL Contract Manager identified on page one (1) of amendment number two (2) is hereby updated to the Contract Manager listed on page one (1) of this amendment.

4. FEE COLLECTION

Add language to the "Fee Collection" section of the contract

A change in the amount of fee collected will be implemented no less than one hundred twenty (120) days from the time the DOL Contract Manager receives a copy of the signed and dated Ordinance or Resolution changing the fee.

****REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*****

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

Resolution authorizing the Mayor to sign the Architectural Proposal with Design West Architects, P.A., for the Police Department Needs Assessment

Police Department

DEPARTMENT
Police Department

DEPARTMENT DIRECTOR REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR

MAYOR

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

None

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

As we start the process to design and construct a new Police Department facility, it is necessary to conduct a "Needs Assessment" to determine what our needs are now and into the future. This assessment helps us and the design team to understand how large the facility needs to be and what amenities. They will take into consideration our projected growth and potential future needs. This will also help to determine the costs of the design and construction of the facility.

Attached is the Architectural Proposal from Design West Architects, P.A., for the Police Department Needs Assessment. The total cost of the professional services for the needs assessment is \$12,800.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign the Architectural Proposal with Design West Architects for the Police Department Needs Assessment to the March 11, 2025 regular City Council meeting for consideration.

RESOLUTION NO. 2025-____

A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE ARCHITECTURAL PROPOSAL WITH DESIGN WEST ARCHITECTS, P.A., FOR THE POLICE DEPARTMENT NEEDS ASSESSMENT

WHEREAS, the City wishes to engage the professional services of Design West Architects, P.A., for the Police Department Needs Assessment; and,

WHEREAS, Design West Architects, P.A., submitted an Architectural Proposal for the City of Grandview,

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

The Mayor is hereby authorized to sign the Architectural Proposal with Design West Architects, P.A., for the Police Department Needs Assessment in the total amount of \$12,800, in the form as is attached hereto and incorporated herein by reference.

PASSED by the CITY COU meeting on, 2	JNCIL and APPROVED by the MAYOR at its regula 025.
	MAYOR
	ATTEST:
	CITY CLERK
APPROVED AS TO FORM:	
CITY ATTORNEY	





February 6, 2025

Shane Fisher, City Manager City of Grandview 207 West 2nd Street Grandview, WA 98930

Re:

Architectural Proposal - revised

Project Analysis, Planning and Budgeting for new Police Station

Dear Shane,

Thank you for considering Design West Architects to provide analysis, planning and budgeting services for the future police station for the City of Grandview. Working with your staff, together we will analyze the existing 1938 facility, assess systems and summarize both current and future needs of the Police Department We will articulate space needs, operational relationships and estimate future construction costs.

Compensation (fixed fee):

Needs Assessment (60 days)

\$12,800

Additional Services if required/requested:

If additional services are required other than those listed above, the architect shall proceed upon written authorization for the services per the standard hourly rates below:

Principal Architect	\$200 / hr
Project Architect	\$180 / hr
Project Manager	\$160 / hr
CADD Production	\$120 / hr
Administrative	\$90 / hr

Reimbursable Expenses:

Reimbursable Expenses are in addition to compensation for Architectural Services include expenses incurred by the Architect and Architect's employees and consultants directly related to the Project, as identified in the following Clauses:

- Project related reproductions, plots, standard form documents, postage, handling and delivery of Instruments of Service
- 2) Mileage to project site

Brule With

For budgeting purposes only, it is anticipated that the reimbursable expenses will not exceed \$500. Please note that reimbursable expenses shall be billed at cost + 15%.

If this is acceptable, please sign and return a copy along with a signed copy of attached Standard General Conditions. This letter can serve as our letter of agreement for the services.

Sincerely,

DESIGN WEST ARCHITECTS, P.A.

KENNEWICK, WASHINGTON PULLMAN, WASHINGTON SPOKANE, WASHINGTON

MERIDIAN, IDAHO ONTARIO, OREGON

830 N COLUMBIA CENTER BLVD SUITE E KENNEWCK, WA 98336 TEL. 509-783-2244 WWW.Gerignweetps.com Brandon Wilm, AIA Principal

Approved

Date

GENERAL CONDITIONS FOR AGREEMENT BETWEEN OWNER & ARCHITECT FOR PROFESSIONAL SERVICES

Attachment to and part of Letter Proposal

Dated: February 6, 2025

Project: Planning, Analysis and Budgeting Owner: City of Grandview, Police Station

OWNER RESPONSIBILITIES:

The Owner will furnish to the Architect all pertinent data and required assistance to complete the project, including but not limited to:

- Assigning a specific individual to act as the Owner Representative and identifying to what extent this individual has the ability to act and make decisions on behalf of the Owner.
- Providing access to the property; assistance in planning session(s) to include attendance at requested meetings, availability by telephone, fax and email
- 3. Providing as-built record drawings of existing facilities, topographic and legal surveys, geotechnical reports, etc., as project requires.

Fees for additional work not included in this scope of work shall be negotiated as additional services based upon standard hourly rates or stipulated sum. With regard to costs incurred, the Owner agrees to reimburse the Architect for all necessary expenses in connection with the project, including but not limited to costs for permits, fees, reproduction, postage, travel and mail expenses.

ARCHITECT'S RESPONSIBILITIES:

- 1. The Architect (DWA) shall perform the scope of services detailed in the proposal attached to these General Conditions.
- The responsibilities of the Architect with respect to the subject projects do not include evaluation of the Owner's
 project budget, preliminary estimates of probable construction costs, or detailed estimates of construction costs
 (unless identified in the letter proposal). The Architect does not warrant or represent that bids or negotiated
 prices will not vary from the Owner's project budget.
- 3. The Architect shall not be responsible for the means, methods, techniques or procedures of construction selected by the Contractor or sub-contractors or the safety precautions and programs incident to the work of the Contractor or sub-contractors, or for any failure of the Contractor or sub-contractors to comply with laws, ordinances, rules or regulations applicable to the construction work.

MISCELLANEOUS PROVISIONS:

Standard of Care: In providing services under this Agreement, the Architect will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. The Architect makes no warranty, either expressed or implied, as to the professional services rendered under this Agreement. The Owner acknowledges that the documents produced by the Architect and his consultants will not be 100% free from inconsistencies, conflicts or discrepancies and that the Architect does not guarantee such perfection.

Hazardous Materials: The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form.

Professional Liability Limitation: Should DWA or any agents or employees be found to have been negligent in the performance of professional services from which the Owner sustains damages, the Owner will agree to limit recoverable damages from such liability, plus any claims for cost of defense or other incurred costs to an aggregate amount not to exceed our fee.

DESIGN WEST ARCHITECTS, P.A.		Owner	
Brule With	2.6.25		
Signature	Date	Signature	Date
Brandon Wilm, Principal			
[insert Name and Title Here]		[Insert Name and Title Here	1

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

ITEM TITLE:

AGENDA NO. New Business 4 (F)

Letter of Intent for Annexation & Rezone – Roger Wilson and James & Linda Hansen – Wine Country Road, Bethany Road, N. Puterbaugh Road and Woodworth Road, Grandview, WA

AGENDA DATE: February 25, 2025

DEPARTMENT

FUNDING CERTIFICATION (City Treasurer)

(If applicable)

Planning

DEPARTMENT DIRECTOR REVIEW

Anita Palacios, City Clerk (Planning)

CITY ADMINISTRATOR

MAYOR

Ashley Lara

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

N/A

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 Letter of Intent for Annexation and Rezone signed by Roger Wilson dba Wilson Store Properties and James & Linda Hansen to annex the following parcels located on Wine Country Road, Bethany Road, North Puterbaugh Road and Woodworth Road, Grandview, Washington, to the City of Grandview:

Parcel No.	Property Owner	Address	Assessed Value	60%
230909-12003	St. Clair & Mariea Woodworth	90 Woodworth Rd	\$500	
230909-11401	George & Edith LMTD PNTR Higgins	Woodworth Rd/ Puterbaugh Rd	\$333,700	\$333,700
230909-11002	Double "H" LP	Woodworth Rd	\$52,500	\$52,500
230909-11402	Yesenia Valencia & Noel Calderon	200 Woodworth Rd	\$328,900	
230909-11403	George & Edith LMTD PNTR Higgins	Woodworth Rd/ Puterbaugh Rd	\$156,500	\$156,500
230909-11404	George & Edith LMTD PNTR Higgins	260 N. Puterbaugh	\$236,600	\$236,600
230909-14002	Margarita Saenz & Rudy G. Saenz	Puterbaugh Rd	\$222,500	\$222,500
230909-14404	Wilson Store Properties, LLC	120 N. Puterbaugh Rd	\$515,250	\$515,250
230909-14403	Noe Lopez Cardozo, Amarilys F. Lopez, Noe Lopez Cardozo	110 N. Puterbaugh Rd	\$70,700	\$70,700
230910-23404	James & Linda Hansen	Bethany Rd/ Puterbaugh Rd	\$53.200	\$53,200

37

230910-23406	James & Linda Hansen	651 Bethany Rd	\$277,040	\$277,040
230910-24400	Candelario T. & Vera Ortiz	550 Bethany Rd	\$198,200	\$198,200
			\$2,445,590	\$1,624,790

(The parcels highlighted in yellow represent the property owners who signed the Letter of Intent and Petition for Annexation.)

The petitioners have elected to request annexation under the 60% petition method of annexation. The 60% petition method requires signatures by owners of not less than 60% of the assessed value of the total property proposed for annexation. The Letter of Intent does contain sufficient signatures of the assessed value.

The petitioners requested the parcels be annexed with an M-1 Light Industrial zoning designation. All parcels are included in the City's designated Urban Growth Area with a future land use of industrial.

State law requires the City Council to determine: (1) if the City will accept, modify or reject the proposed annexation, (2) whether the City will require the simultaneous adoption of a proposed zoning regulation for the subject property, and (3) whether the City will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

Upon acceptance of the Letter of Intent, the Petition will be presented to the Hearing Examiner to conduct a public hearing.

ACTION PROPOSED

Move acceptance of the proposed annexation submitted by Roger Wilson dba Wilson Store Properties and James & Linda Hansen to annex Parcel Nos. 230909-12003, 230909-11401, 230909-11002, 230909-11402, 230909-11403, 230909-11404, 230909-14002, 230909-14404, 230909-14403, 230910-23404, 230910-23406, 230910-24400 located on Wine Country Road, Bethany Road, N. Puterbaugh Road and Woodworth Road, Grandview, Yakima County, Washington to the City of Grandview; require the simultaneous adoption of zoning regulations consistent with the Urban Growth Area Future Land Use Designations: M-1 Light Industrial; and require the assumption of all existing City indebtedness by the properties proposed to be annexed the same as all other property within the City in accordance with past practice to a regular Council meeting for consideration.

LETTER OF INTENTION (60% PETITION METHOD) TO COMMENCE ANNEXATION PROCEEDINGS TO THE CITY OF GRANDVIEW, WASHINGTON

TO: The City Council
City of Grandview
Grandview, Washington

We, the undersigned, owners of property representing not less than 10% of the assessed value of the property for which annexation is sought, described herein below, lying contiguous to the City of Grandview. Washington do hereby notify the City Council of the City of Grandview of our intention to seek annexation to and be made a part of the City of Grandview under the provisions of R.C.W. 35A.14.120, et seq., and any amendments thereto, of the State of Washington.

The territory proposed to be annexed is within Yakima County. Washington, and is legally described as follows: (Attach map outlining the boundaries of the property sought to be annexed).

See Exhibit A attached

We are requesting City Council consideration	Of Our request and are	asking that
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OWNER'S SIGNATURE:	DATE	
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OWNER'S SIGNATURE: DATE: /-23-25 OWNER'S SIGNATURE: DATE: /-23 -25
OWNER'S SIGNATURE: DATE: (- 23 -25
PRINTED NAME: James T. Hansen Linda L. Hansen
MAILING ADDRESS: 1501 Rethany Road Grandview
TELEPHONE NO .: 509 - 840 -504 .
PARCEL NO.: 230909-11002
PROPERTY LEGAL DESCRIPTION:
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PROPERTY LEGAL DESCRIPTION: 230909-11404
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See Exhibit A	
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60% PETITION METHOD FOR ANNEXATION TO THE CITY OF GRANDVIEW, WASHINGTON

TO: The City Council
City of Grandview
Grandview, Washington

We, the undersigned, being owners of not less than 60% of the assessed value of the property for which annexation is petitioned lying contiguous to the City of Grandview, Washington do hereby petition that such territory be annexed to and made a part of the City of Grandview under the provisions of RCW 35A.14.120 and any amendments thereto, of the State of Washington.

The territory proposed to be annexed is within Yakima County, Washington, and is legally described as follows: (Attach map outlining the boundaries of the property sought to be annexed).

See Exhibit A attached

WHEREFORE, the undersigned respectively petition the Honorable City Council and eak:

- A. That appropriate action be taken to entertain this petition, fixing a date for public hearing, causing notice to be published and posted, specifying the time and place of such hearing and inviting all persons interested to appear and voice approval or disapproval of such annexation; and
- B. That following such hearing, and subsequent to approval of the Yakima County Boundary Review Board if such is convened, the City Council determine by Ordinance that such annexation shall be effective; and that property to be annexed shall become part of the City of Grandview, Washington, subject to its laws and ordinances then and after in force.

The Petitioners subscribing hereto agree "... that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as property within the City of Grandview for any now outstanding

indebtechess of said City, including assessments or taxes in payment of any bonds issued or debts contracted, prior to or existing at the date of annexation, and that simultaneous adoption of proposed zoning regulations be required" in accordance with the requirements of the City Council of said City, and as quoted herein from the minute entry of the records of said City Council meeting. It is further understood that the zoning of said area proposed for annexation as shown in the Comprehensive Plan as adopted by Resolution No. 95-33 is _______

This petition is accompanied and has attached hereto as Exhibit "A" a diagram which outlines the boundaries of the property sought to be annexed.

PRAYER OF PETITION:

- Annexation of area described herein and on Exhibit "A";
- Assumption of indebtedness of the City of Grandview; and
- 3. Zoning of M I, consistent with the City of Grandview Comprehensive Plan.

WARNING: Every person who signs this putition with any other than his/her true name, or who knowingly signs a petition when he/she is athorwise not qualified to sign, or who makes any talse statements, shall be guilty of a misdemanner.

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OWNER'S SIGNATURE:
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PARCEL NO .: See letter of intent
PROPERTY LEGAL DESCRIPTION:
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OWNER'S SIGNATURE: PRINTED NAME: Pager Wilson of	DATE	
PRINTED NAME: Roger Wilson of	Willen	there Propertie
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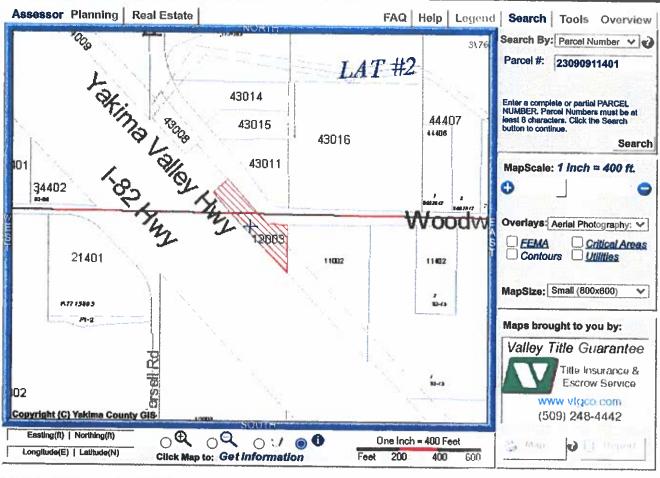
Exhibit A- 14 Pages

Annexador 26b	a Checklist section 12

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230909-11402	200 Woodworth
230909-11403	
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280909-14002	
230909-14404	120 N Puterbaugh
230909-14403	110 N Puterbaugh
230916-23464	
230010-23406	651 Bethany
230910-24400	550 Bethany

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Value	52,500
Value	\$328,900
Value	\$156,500
Value.	\$236,600
Value	\$222,500
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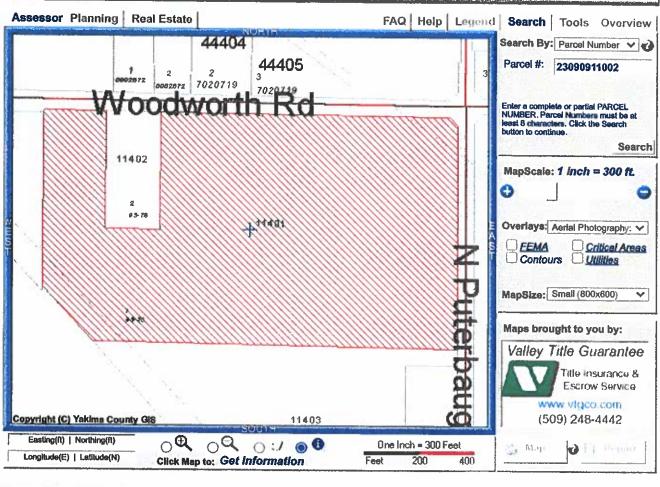




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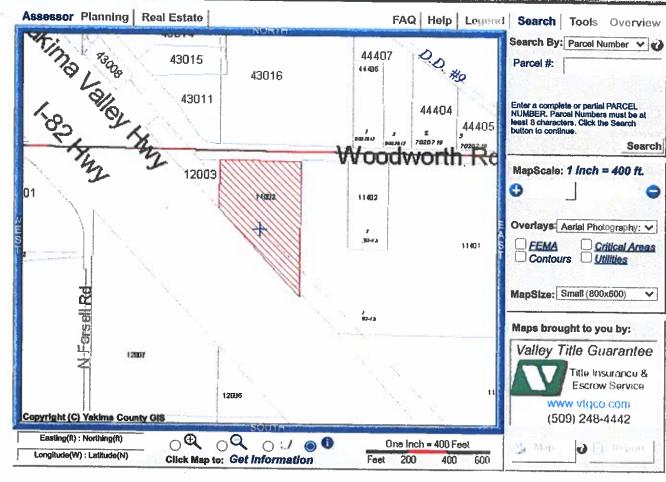




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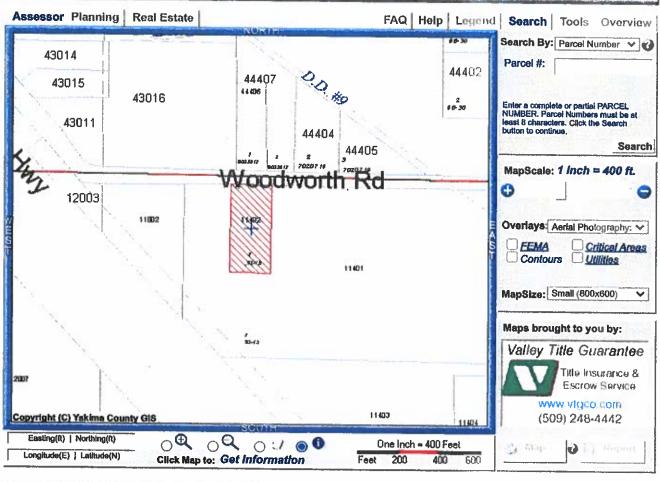




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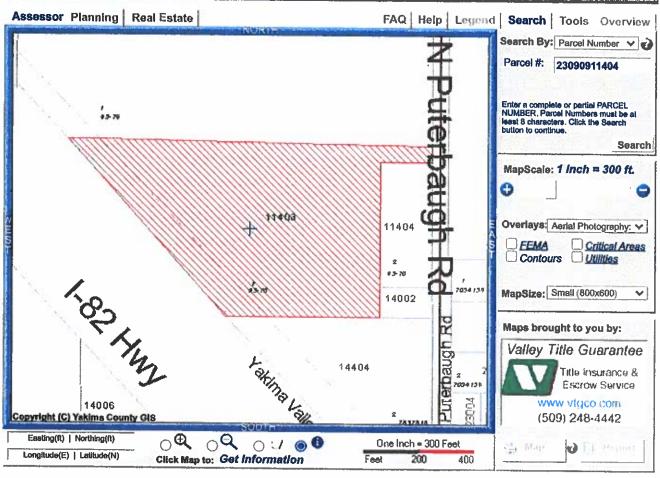


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Yakima County Assessor Yakima County GIS Yakima County



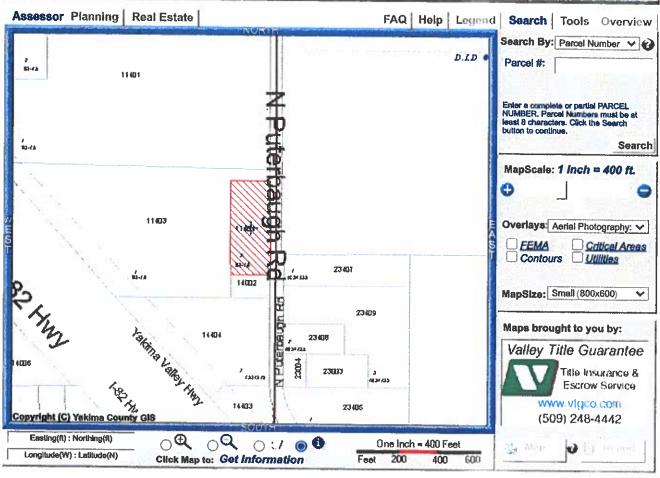


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Yakima County Assessor Yakima County GIS Yakima County



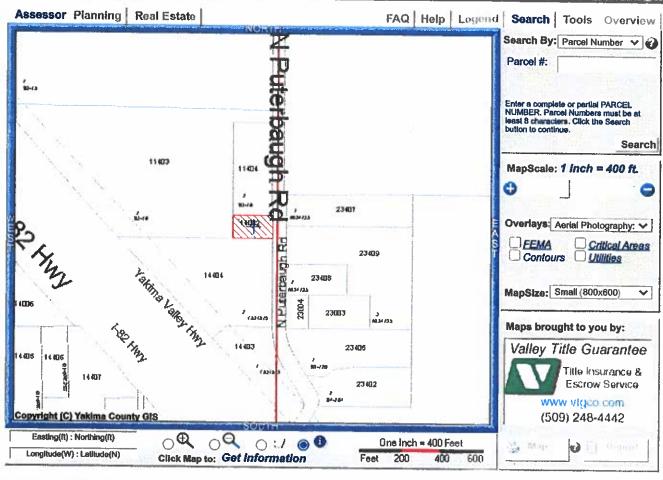


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	1	Man J	Tax Code A	rea (TCA):	441			Tax Year:	2025	Ramor
(Prince)			Improveme	nt Value:	\$115600			Land Value:	\$121000	Principologou
	Server Server	100 m	CurrentUse	Value:	\$0		CurrentUs	e Improvement:	\$0	All a fill
	Charles Annual Profits		New Const	ruction:	\$0		A STATE OF THE PERSON NAMED IN	ssessed Value:		
			RE	SIDENTIAL I	INFORMAT	ION				SECTION MAPS
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Barnt SqFt	Bedrooms	Bathrooms (full/3/4,1/2)	Garage (bsmt/att/bllin)	Carport	Security Thirty
FAIR	1910	2.00	872	324	0/0	3	1/0/0	2/483/0		June (1833
				SALLINFO	RMALION					Our SECTION MARS
Exclse	Sale Date		Sale Price		Grantor	A			Portion	
	10/2 med 12/2 m		No	Sales Infor	nation Fou	nd.			-	NW III ALL MIN
	a the state of the	and agreement of		DISCL	MILE					1, 25mm; 1, 20mm;
While the in about any e	nformation is inte	ended to be ver and we v	accurate, any r	manifest error	s are uninte us call eithe	ntional and a	subject to com	ection. Please I 572-7354, or st	et us know	15 a 20 00 0 0 00 00 00 00 00 00 00 00 00 00

Zoning:	M-1	Jur	sdiction: County					
Urban Growth Area:	Grandview	Future Landuse Des	Future Landuse Designation: Urban Industrial (Yakima County Pla					
FEMA 100 Year:	FEMA Map		Number: 53077C1925D	Reventered Map				
		LOCATION INFORM/	UTION					
+ Latitude:46* 17' 02.957"	+ Longitus	de:-119° 56' 13.084"	Range:23 Town	ship:09 Section:09				
Narrative Description: SP 937	6: LOT 2							
		DESCRIPTION OF						

Yakima County Assessor
Yakima County GIS
Yakima County

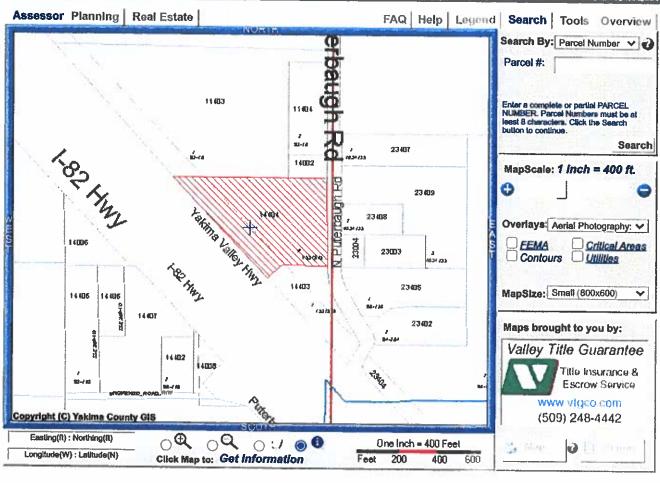




PROPE	лау еното:	1 2 0		PROPIE	TY INFORM	MATION AS	OF 2 21/2021	12:16:46 AM		PRIN	TING
		230000-14002	Parcel Add	ress:	PUTERBA	UGH RD W	SD, WA				
		19197 #66	Parcel Ow	ner(s):	MARGARI	TA SAENZ F	RUDY G SAE	NZ		l l'oca	100000
A LOSSA	200		Parcel Nur	nber;	23090914	002	Parcel Size	0.51 Acre(s)		Penglin	23434
		THE STATE OF THE S	Property U	9e:	11 Single	Unit		-			ı
THE RESERVE	4	Total .			TAX AND A	SSESSMEN	TINFORMAT	TON		Dev.	
			Tax Code /	rea (TCA):	441			Tax Year:	2025		
The same			Improveme	nt Value:	\$144000			Land Value:	\$78500	Pale	Same!
No. of Concession, Name of Street, or other Designation, Name of Street, Name		THE PERSON	CurrentUse	Value:	\$0		CurrentUs	e Improvement;	\$0	1.131	C. C
photograph (PTD)	HOLD CO.		New Const	ruction:	\$0		Total A	ssessed Value:	\$222500		
			RI	SIDENTIAL I	NECRMATI	n				SECTION	V MAPS
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Barnt SqFt	Bedrooms	Bathrooms (full/3/4,1/2)	Garage (bsmt/att/bitin)	Carport	Sign tree	
LOW/FAIR	1910	2.00	972	420	0/0	3	1/0/0	0/0/0		10-	water
				SALL NEO	RMAIRIN					Of SECTION	ON MAPS
Excise	Sale Date		Sale Price		Grantor				Portion		
370700	2/7/2005		\$25000	55 TO 10	CANTU, EI	FRAIN			N	NW-1	Sir Jahr
466149	11/7/2023		\$58830		CASTILLE	JA, VICTOR	& IMELDA	THE RESERVE OF THE RE	N	1-2-	Cirier
				DISCLA	10,411.14					144	The same
While the info	mation is inter	ided to be a	ccurate, any n	nanifest error	s are uninte	ntional and s	ubject to com	ection. Please I	et us know	17 - 2 lines	48
should anid own	en were diagone		111	To send out	- U - M	dens and		572-7354, or 9 1	or no will		

Coning:	Mt-1	Jurisdiction	n: County		
Jrban Growth Area:	Grandview	Future Landuse Designation	: Urban Ind	ustrial (Yakima	County Plan 2015
EMA 100 Year:	FEMA Map	FIRM Panel Number			Howelead Map
		LOCATION INFORMATION			-/
Latitude:46° 17' 00.114"		de:-119° 56' 13.106"	Range:23	Township:09	Section:09
larrative Description: S 115 F	T OF N 197 FT OF E 219 F	T OF8E1/4 NE1/4 EX E 25 FT FOR RO	DAD		

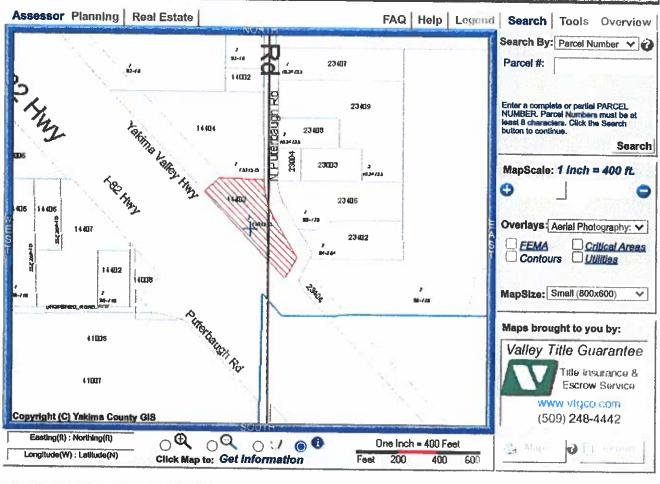




PROPE	RTY PHOTOS	1-141		PROPER	RTY INFORM	#ATION AS	OF 2/24/2025	12:16,46 AM	PRINTING
	1		Parcel Add					IEW ,WA 9 8930	1
127	Jan Want		Parcel Own	юг(в):	WILSON 9	TORE PRO	PERTIES LLC		Pasta
	1		Parcel Nurr	nber:	23090914	404	Parcel Size	5.68 Acre(s)	External Pour
3	- C		Property Us	se:	52 Retail F	lardware, M	aterials		
1 3 11	-7.4E	G			FAX AND A	95) SSMEN	T NEORMAT	ION	- Ontonion Sound
2	VARIA	The same	Tax Code A	rea (TCA):	441			Tax Yoar: 2025	
	A silv atticasi	AN THE	Improveme	nt Value:	\$181400			Land Value: \$333850	Proposition
	1	150	CurrentUse	Value:	\$0		CurrentUse	Improvement: \$0	CENT TO LINE OF
	-	156	New Construction:		\$0			ssessed Value: \$515250	
			RU	SIDENTIAL	INFORMATI	ON			SECTION MAPS
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Barnt SqFt	Bedrooms	Bathrooms (full/3/4,1/2)	Garage (bsmt/att/bitin) Carport	Presente Fuer
			No R	esidence Inf	ormation F	ound.			fin_i60H
				SALE INFO	RMATION				Qtr SECTION MAPS
Excise	Sale Date		Sale Price		Grantor	Asset Times		Portion	
			No	Sales Infon	mation Fou	nd.			TIW THE NE GRE
				DISCL	VIMER				- 17:2001 C 2001
While the int about any e	formation is inte rrors you discov	nded to be a er and we w	occurate, any n	nanifest error n. To contact	s are uninte us call eithe	ntional and s er (509) 574-	subject to corre	action. Please let us know 572-7354, or email us .	SW III SALCH LEAZING SALCH

Zoning:	GC	Jurisdic	llon: County	
Urban Growth Area:	Grandview	Future Landuse Designa	lion: Urban Commercial (Ya	kima County Plan 2015)
FEMA 100 Year:	FEMA Nap		ber: 53077C1925D	Pownload Mage
		LOCATION INFORMATI	NC	
+ Latitude:46° 16' 57.103"	+ Longitu	ıde:-119° 56' 17,173"	Range:23 Township:0	9 Section:09
Narrative Description: Section	n 09 Township 09 Range 2	23 Quarter NE: SP AF# 7537515: L	OT 2	
		DESC! AIMER		

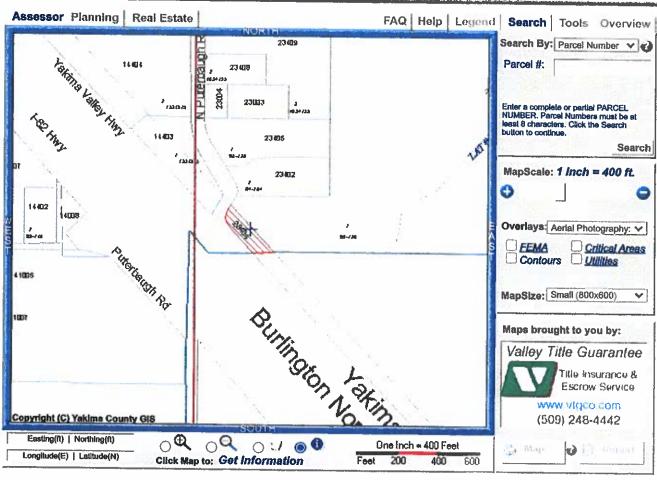




PROP	ERTY PHOTO!	1414		PROPER	TY INFOR	MATION AS C	OF 2/23/2025 12:16,467	\M	PRINTING
			Parcel Add	ress;	110 N PUT	ERBAUGH	RD, GRANDVIEW ,WA	18930	
1	Martin		Parcel Own	er(8);		EZ CARDOZ	O AMARILYS F LOPEZ		French show
1	200		Parcel Nurr	ber:	23090914	403	Parcel Size: 2.16 Acr	re(s)	
10			Property Us	se:	99 Other L	Indeveloped			
1	A CANAL	The same of			A CIMA XAL	SSESSMUN	LINEORMALION		Theraped -
الم	模式機器	No.	Tax Code A	rea (TCA):	441		Tax	Year: 2025	(Milmat
	1	AR MA	Improveme	nt Value:	\$0		Land V	alue: \$70700	
	/	150	CurrentUse	Value:	\$0		CurrentUse Improven	nent::\$0	Pinn Ultonesi
		151	New Constr	ruction:	\$0		Total Assessed V		
			HE	SIDENTIAL	NEORMAL	11.33-1			SECTION MAPS
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms Garage (full/3/4,1/2) (bsmt/att/	Carport	Section May 1
			No R	esidence Inf	ormation F	ound.			Div Mag
				SALL INFO	RMATION			SII -	QUI SECTION MAILS
Excise	Sale Date		Sale Price		Grantor			Portion	
451970	9/27/2018		\$55000		WILSON S	TORE PROF	PERTIES LLC	N	NW - I - I
				105037					1 P2mm 1 Come
While the in about any e	formation is inte mors you discov	ended to be a ver and we w	accurate, any r vill correct them	nanifest erroi n. To contact	s are uninte us call eithe	ntional and s er (509) 574-	subject to correction. Ple 1100 or (800) 572-7354,	ase let us know or email us .	they are the

Zoning:	GC	Jurisdi	ction: County	
Urban Growth Area:	Grandview		ation: Urban Commercial (Y	akima County Plan 2015
FEMA 100 Year:	FEMA Map	1	mber: 53077C1925D	Tiowiniona Map
		LOCATION INFORMAT	TON	
+ Latitude:46* 16' 52.866"	+	Longitude:-119° 56' 12,749"	Range:23 Township:	09 Section:09
Narrative Description: Section	n 09 Township 09 I	Range 23 Quarter NE: SP AF# 7537515:		



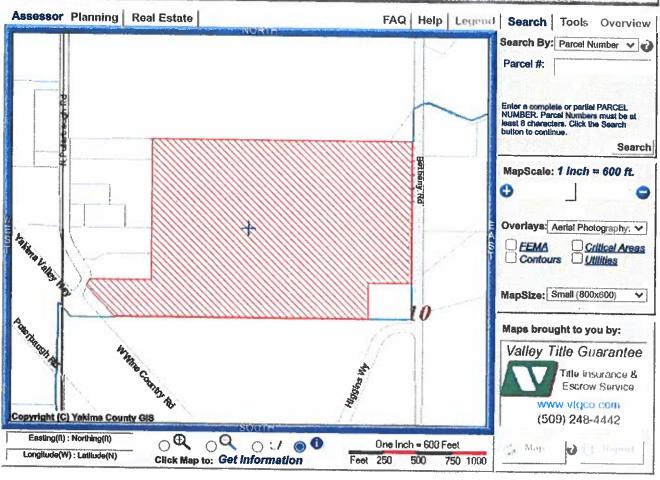


PR	ROPERTY PHOTO:			PROPER	TY INFORM	MATION AS (DE 2/23/70/ 5 12:16,46 AM	PRINTING
	1		Parcel Adda	ress:	BETHANY	PUTERBAL	GH RDS, ,WA	
127	1266	- 1	Parcel Own	ier(s):		LINDA HANS		Thousa
1	The state of		Parcel Nurr	ber:	23091023	404	Parcel Size: 0.47 Acre(s)	drinenda Stope
377.75	AT THE REAL PROPERTY OF THE PARTY OF THE PAR	1	Property Us	se:	81 Agricut	tural Not Cu	rrent Use	
1 3 %	proceeding the	Programa			TAX AND A	SH SHMEN	INFORMATION	Thirtished Tomares
7	Vine	District.	Tax Code A	rea (TCA):	441		Tax Year: 2025	1 135 HE 113
	A THE CONTRACT OF		improveme	nt Value:	\$0		Land Value: \$53200	Prince Co. March
	1810		CurrentUse	Value:	\$0		CurrentUse Improvement: \$0	Charles and Control of the Control o
			New Consti	ruction:	\$0		Total Assessed Value: \$53200	
			RI.	SIDENTIAL,	NECRMAT	ÓN		SUCTION MARS
Quality	Year Built S	tories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms Garage (full/3/4,1/2) (bsmt/att/bitin) Carport	Secret
			No Re	esidence Inf	ormation Fe	ound.		teo long.
				SALL INFO	RMAHON			On SECTION MAPS
Exclse	Sale Date		Sale Price		Grantor		Portion	
			No	Sales Inform	nation Four	nd.		DIW OF PLANE
				DISGL/	MICE			,1°9211m 15-2040
While the in	nformation is intende	ed to be a	ccurate, any n	nanifest error	s are uninte	ntional and s	ubject to correction. Please let us know 1100 or (800) 572-7354, or email us .	Teverer stronger

Zoning:	M-1	Juri	diction: County		
Urban Growth Area:	Grandview	Future Landuse Desi	nation: Urban Indu	strial (Yakima	County Plan 2015)
FEMA 100 Year:	LEMA Map	FIRM Panel t	lumber: 53077C192	.5D	Download Map
		LOCATION BITORMA	rion		
+ Latitude:46* 16' 49.731"	+ Longitud	de:-119° 56' 07.603"	Range:23	Township:09	Section:10
Narrative Description: TH PT (OF OLD SR12 LY 50 FT E O	F LE LNOF SD SR12 & SW'LY	OF LOT 1 OF SP8	4246	
		DESC! ADMER			

Yakima County Assessor
Yakima County GIS
Yakima County



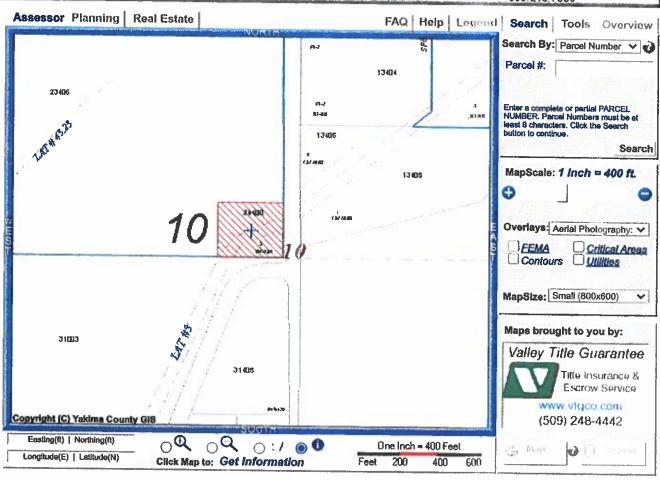


PR	OPERTY PROTE	JS_1		PROPER	TA INFORM	MATION AS	OF 2121/2025	12/16/40 AM		PRINTING
	1		Parcel Add	ress:	651 BETH	ANY RD, GF	RANDVIEW,W	A 98930		
127	NO DECEMBER OF THE PARTY OF THE		Parcel Owr	ner(s):		LINDA HAN				A fluid 1
11	100		Parcel Num	nber:	23091023	406	Parcel Size:	58.71 Acre(s)		Classific Pages
3		1	Property U	90:	83 Current	t Use Agricu	iltural			1
138	N. Juni	No.			TAX AND A	SSESSMEN	IT INFORMATI	ON		(Section)
12	V.JAS	S Sano	Tax Code A	rea (TCA):	441			Tax Year:	2025	
	40, 11112050	10	Improveme	nt Value:	\$128800			Land Value:	358300	Print Mains
	l clyd		CurrentUse	Value:	\$148240		CurrentUse	Improvement:	128800	1.11(10.000.10150)
		-	New Const	ruction:	\$0			sessed Value:		
			RE	SIDENTIAL	NECRMATI	HIN				SECTION MAPS
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Barnt SqFt	Bedrooms		Garage (bsmt/att/bilin)	Carport	face along Many
			No R	esidence Inf	ormation Fe	ound.	-13			In (=tant)-
				SALL INFO						QU SECTION MAPS
Exclse	Sale Date		Sale Price		Grantor				Portion	The state of the s
			No	Sales Inform	nation Fou	nd.	F 1 - 1777.55		Oragin	FAW ALL ALL
				DBSGL/	1M(-34					1902000 15-,200
While the in	formation is inter rrors you discove	ded to be a	occurate, any n	nanifest error	s are uninte	ntional and a	subject to corre	ction. Please le	t us know	S-V/ in starting

Zoning:	M-1	Jurisdictio	n: County		
Urban Growth Area:	Grandview	Future Landuse Designatio		ustrial (Yakima	County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Number			Downtoad Map
		LOCATION INFORMATION	,		
+ Latitude:46* 16' 55.101"		de:-119° 55' 51.763"	Range:23	Township:09	Section:10
Narrative Description: SP 961	26: LOT 2				
		DESCLAIMER			

Yokima County Assessor
Yokima County GIS
Yokima County





NEW WATER	ERTY PHOTO	TWO THE	Parcel Add			-	OF 2721 2025 ANDVIEW ,V	E2:16:46 AM VA 98930		PIGNT	-
100	3-21-07	NOT WATER	Parcel Own	ier(s):		RIO T & VE			7774	3,110	21.7
			Parcel Nun	nber:	23091024	400	Parcel Size	2 Acre(s)		Shriends	Straigh
Vita Contra	al al		Property Us	se:	11 Single I	Unit					
	10.4				AX AND A	SSESOMEN	LINEORMAT	ON		T)amti	
			Tax Code A	rea (TCA):	441			Tax Year:	2025		
THE PERSON NAMED IN	1	F.7	Improveme	nt Value:	\$77800			Land Value:	\$120400	Date State State	2000.00.1
MARIA.	12,200		CurrentUse	Value:	\$0		CurrentUs	e Improvement	\$0	Page	
The second	Bullion to the same of	Mark Thomas	New Const	ruction;	\$0			ssessed Value:			
			RI	SHIENTIAL I	NEORMATI	01				SECTION	MAPS .
Quality	Year Built	Stories	Main SqFt	Upper SqFt	Bsmt SqFt	Bedrooms	Bathrooms (full/3/4,1/2)	Garage (bsmt/att/bitin)	Carport	Tirri	
LOW-COST	1979	1.00	840		0/0	2	1/0/0	0/0/0		100 m	ROLL OF
				CALE IN C	RMAHON					Qtr 5ECTIO	N MAPS
Excise	Sale Date		Sale Price		Grantor				Portion		
			No	Sales Infon	nation Fou	nd.	P. F. S.			: IVV	
				1005017	1501.E4					2 (31'5021mill)	2011
While the info	rmation is inte	ended to be	accurate, any r	nanifest error	e are uninte	ntional and s	ubject to com	ection. Please 572-7354, or of	et us know	W H	

Zoning:	M-1	Jurisdic	tion: County	
Urban Growth Area:	Grandview		tion: Urban Industrial (Yak	ima County Plan 2015)
FEMA 100 Year:	FEMA Map	FIRM Panel Nun	nber: 53077C1925D	Pownload Map
		LOCATION INFORMATIO	N	
+ Latitude:46* 16' 49,834**	+ Longiti	ude:-119° 55' 37,004"	Range:23 Township:	09 Section:10
Namative Description: PARCEL	. 3 BOOK 84264 MH>RE/	AL (TY 2000) 1979 BROADMORE 6	0X14 SER#3725	
		DESCE AIMER		

