

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, MAY 24, 2016**



**COMMITTEE-OF-THE-WHOLE MEETING – 6:00 PM**


**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. CITIZEN PARTICIPATION** – The public may address the Council on items on the agenda.
- 4. NEW BUSINESS**
  - A. Grandview Community Center Rental Recommendation 1-2
  - B. Interlocal Agreement between the City of Sunnyside and the City of Grandview  
for the Housing of Inmates 3-13
  - C. Circle Park Dedication Vacation Petition 14-27
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

## MEMORANDUM

May 10, 2016

To: Cus Arteaga, City Administrator

From:  Grandview Community Center Advisory Committee  
Mike Carpenter, Parks and Recreation Director

Subject: "Party Package" Rental Recommendation for Grandview Community Center

The Grandview Community Center fee schedule and guidelines were adopted by Grandview City Council in 2012 just prior to the opening of the facility. (Please note 2.75.030 of the Grandview Municipal Code)

The Grandview Community Center Advisory Committee has revisited this document and recommends that we keep the current fee structure, but add a party package rental element to the fee schedule.

The Advisory Committee recognizes that there are very limited venues in our area for the rental of a few hours to accommodate private parties that are catered toward our youth. Over the past few years, the Parks and Recreation Director has been approached several times by interested groups within our community, inquiring about a facility to rent for only a few hours only to hold a birthday party, etc.

Attached are proposed recommendations from the Advisory Committee for consideration that would need to be incorporated within our Grandview Community Center policy and procedures & fee schedule for consideration

## 1. Party Package Fee Schedule –

Rental rate: \$50 per hour with a 2 hour minimum and 4 hour maximum (includes set-up and clean up)

Deposit: \$300 per event refundable deposit is required with the rental fee

## 2. Party Packet Policies and Procedures –

A. Rentable Components: The game-room, gym, and restrooms only are included in the party packet.

B. Target Group: The party packet would be intended for non-fundraising and private groups.

C. Liability Insurance: A Certificate of Liability Insurance (\$1,000,000 per occurrence) listing the City of Grandview as an additional insured will be required. The liability insurance must be facility and date specific.

D. Priority Usage: City sponsored or scheduled events will take first priority during facility scheduling.

E. City Staff: Scheduling of the facility will be based on the availability of City Staff (preferably part-time) to be on site during the entire duration of the event.

F. Responsible Adults: In addition, responsible adults of both genders, as required; will need to be on site during the entire event. (one adult of same gender per 10 youth or less; up to 50 children maximum)

# GRANDVIEW POLICE DEPARTMENT

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



KAL FULLER  
Chief of Police

**Date:** 5/16/16  
**To:** Mayor and Council  
**From:** Kal Fuller, Chief of Police  
**Re:** 2016 Interlocal Agreement with Sunnyside for the Housing of Inmates

I have attached an unsigned 2016 Interlocal Agreement with Sunnyside for the Housing of Inmates.

The City of Grandview and the City of Sunnyside have a long history of working together to house inmates to meet each city's needs. A contract between the two cities has not been reviewed or signed for several years. This contract is an Interlocal Agreement outlining the specifics regarding the treatment, costs and housing of inmates within Sunnyside and Grandview jails.

The 2016 Interlocal Agreement with City of Sunnyside is the same as previous year's agreements, which allow for the housing of each other's prisoners and allows each entity to bill the other entity for the housing of prisoners that one party holds for the other party. Past history shows that Grandview does not house many inmates with Sunnyside. It is, however, a necessary option to have available in the case of an emergency situation or during any building repair work here in Grandview.

Due to current short staffing at Grandview PD, this agreement will allow for prisoners to be housed in Sunnyside during periods when GPD is unable to staff our jail to an acceptably safe level.

The 2016 Interlocal Agreement has been reviewed as to form by Grandview legal counsel.

I submit this contract for review by the Committee-of-the-Whole.

Respectfully,

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

Kal Fuller  
Chief of Police

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

THIS INTERLOCAL AGREEMENT is made and entered into on this 24 day of May 2016 by and between CITY OF GRANDVIEW, Washington, hereinafter referred to as "CITY OF 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 CITY OF GRANDVIEW are authorized by law to have charge and custody of the Sunnyside City Jail and the CITY OF GRANDVIEW prisoners or inmates, respectively; and

WHEREAS, CITY OF 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. GOVERNING LAW**

The parties hereto agree that, except where expressly otherwise provided, 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. DURATION**

This Agreement shall enter into full force and effect from May 25, 2016 and end December 31, 2016, subject to earlier termination as provided by Section 3 herein. This agreement shall be renewed automatically for like successive periods under such terms and conditions as the parties may determine. Nothing in this Agreement shall be

construed to require CITY OF GRANDVIEW to house inmates in Sunnyside continuously.

3. TERMINATION

(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. The notice must be delivered by regular mail to the contact person identified herein. Termination shall become effective ninety (90) working days after receipt of such notice. Within said ninety (90) days, CITY OF GRANDVIEW agrees to remove its inmate(s) from Sunnyside.

(b) By CITY OF GRANDVIEW due to lack of funding. The obligation of CITY 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 CITY OF 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 CITY OF 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 CITY OF GRANDVIEW.

(c) Termination for Breach. In the event CITY OF 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 CITY OF 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 CITY OF 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, CITY OF GRANDVIEW shall compensate Sunnyside for prisoners housed by Sunnyside after notice of such termination until CITY OF GRANDVIEW retakes its inmates in the same manner and at the same rates as if this agreement had not been terminated.

4. MAILING ADDRESSES

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: Al Escalera, Police Chief  
Secondary Contact: Andrew Gutierrez, Corrections Sergeant

To City of Grandview: City of Grandview  
207 W 2nd St  
Grandview, WA 98930

Primary Contact Person: Kal, Fuller, Police Chief  
Secondary Contact: Mike Hopp, Assistant Police Chief

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

5. DEFINITIONS

The Parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. A twenty-four hour-long unit of time commencing at 00:00:01 a.m., and ending 23:59:59 p.m.

(b) Inmate Classifications 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. COMPENSATION

(a) Rates. Sunnyside agrees to accept and house CITY OF GRANDVIEW inmates for compensation per inmate at the rate of \$60.00 per day for inmates staying less than 7 days **unless** all transportation needs are met by the primary agency within the 7 day period in which the rate shall be assessed at \$42.00 per day. A rate of \$42.00 per day shall be assessed per inmate for inmates staying longer than 7 days. 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 CITY 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 CITY OF GRANDVIEW,

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regardless of the time frame within a 24 hour day shall not constitute a charge by the City of Sunnyside against CITY OF GRANDVIEW.

(b) Billing and Payment. Sunnyside agrees to provide CITY OF 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 10<sup>th</sup> of each month. CITY OF GRANDVIEW agrees to make payment to the City of Sunnyside within 30 days of receipt of such invoice for the amount billed for the previous calendar month.

(c) Transportation for inmates staying 7 days or more is included in the cost and is provided by Sunnyside Corrections. Inmates staying less than 7 days must be transported to Sunnyside Corrections by CITY OF GRANDVIEW. Inmates housed for west side agencies' will be released in their contract city by Sunnyside correctional staff or as near to their contract city that Greyhound bus lines or similar bussing companies allow for.

#### 7. RIGHT OF INSPECTION

CITY OF GRANDVIEW shall have the right to inspect, at all reasonable times, all Sunnyside facilities in which inmates of CITY OF GRANDVIEW are confined in order to determine if such jail maintains standards of confinement acceptable to CITY OF 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. FURLOUGHS, PASSES, AND WORK RELEASE

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. INMATE ACCOUNTS

Sunnyside shall establish and maintain an account for each inmate received from CITY OF 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 CITY OF GRANDVIEW for such inmate funds. At either the termination of this Agreement, the inmate's death, and release from incarceration or return to either CITY OF GRANDVIEW or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of CITY OF GRANDVIEW; at such time CITY OF GRANDVIEW shall be accountable to the inmate for said funds.



10. INMATE PROPERTY

CITY OF GRANDVIEW may transfer to Sunnyside only agreed amounts of personal property of CITY OF GRANDVIEW inmates recovered from or surrendered by inmates to CITY OF GRANDVIEW upon booking.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It 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 CITY OF GRANDVIEW inmates above, beyond or in addition to that which is required by applicable law.

12. MEDICAL SERVICES

(a) Inmates deemed CITY OF 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, CITY OF 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 CITY OF GRANDVIEW inmates. CITY OF GRANDVIEW shall be responsible for any and all **emergent** medical, dental and psychiatric treatment provided outside of the Sunnyside Jail and shall be billed therefore.

(b) An adequate record of all such services shall be kept by Sunnyside for CITY OF GRANDVIEW's review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to CITY OF GRANDVIEW as soon as time permits.

(c) Should medical, psychiatric or dental services require hospitalization, CITY OF GRANDVIEW agrees to compensate Sunnyside dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, CITY OF GRANDVIEW will be notified by contacting the duty supervisor at CITY OF GRANDVIEW prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

13. DISCIPLINE

Sunnyside shall have physical control over and power to execute disciplinary authority over all inmates of CITY 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) CITY OF 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, CITY OF 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. REMOVAL FROM THE JAIL

An inmate of CITY OF GRANDVIEW legally confined in Sunnyside shall not be removed there from by any person without written authorization from CITY OF GRANDVIEW or by order of any court having jurisdiction. CITY OF GRANDVIEW hereby designates the Corrections Sergeant as the official authorized to direct Sunnyside to remove CITY OF 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 Sunnyside. In the event of any such emergency removal, Sunnyside shall inform CITY OF 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. ESCAPES

In the event any CITY OF GRANDVIEW inmate escapes from Sunnyside's custody, Sunnyside will use all reasonable means to recapture the inmate. The escape shall be reported immediately to CITY OF 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. DEATH OF AN INMATE

- (a) In the event of the death of an CITY OF GRANDVIEW inmate, the Yakima County Coroner shall be notified. CITY OF GRANDVIEW shall receive copies of any records made at or in connection with such notification.
- (b) Sunnyside shall immediately notify CITY OF GRANDVIEW of the death of an CITY OF GRANDVIEW inmate furnish information as requested and follow the instructions of CITY OF GRANDVIEW with regard to the disposition of the body. CITY OF 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 CITY OF GRANDVIEW. Written notice shall be provided within three weekdays of receipt by CITY OF GRANDVIEW of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by CITY OF GRANDVIEW. With CITY OF GRANDVIEW's consent, Sunnyside may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by CITY OF 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) CITY OF 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. RETAKING OF INMATES

Upon request from Sunnyside, CITY OF GRANDVIEW shall, at its expense, retake any CITY OF GRANDVIEW inmate within thirty-six (36) hours after receipt of such request. In the event the confinement of any CITY OF GRANDVIEW inmate is terminated for any reason, CITY OF 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 SUNNYSIDE – HOLD HARMLESS AND INDEMNIFICATION

Sunnyside agrees to hold harmless, indemnify and defend CITY OF 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 or 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 CITY OF GRANDVIEW, its officials, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY OF 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 CITY OF GRANDVIEW – HOLD HARMLESS AND INDEMNIFICATION

CITY OF 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 CITY OF GRANDVIEW, its officials, officers, agents, volunteers or employees, in connection with the services required by this agreement, provided, however, that:

(a) CITY OF 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, agents, officers, employees or volunteers; and

(b) In the event that the officials, agents, officers, and/or employees of both CITY OF 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 CITY OF GRANDVIEW when, in the opinion of Sunnyside, its inmate census is at capacity 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 CITY OF 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) CITY OF 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 CITY OF GRANDVIEW 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. INDEPENDENT CONTRACTOR**

In providing services under this contract, Sunnyside is an independent contractor and neither it nor its officers, agents or employees are employees of CITY 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 CITY OF GRANDVIEW under any applicable law, rule or regulation.

**22. GENERAL PROVISIONS**

(a) Severability. 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 effect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Washington and venue for any lawsuit shall be in the Yakima County Superior Court.

(c) Attorney's Fees. In the event it is necessary for either party to utilize the services of an attorney to enforce any of the terms or this Agreement, such enforcing party shall be entitled to compensation for its reasonable attorney's fees and costs. In the event of litigation regarding any terms of this Agreement, the substantially prevailing party shall be entitled, in addition to other relief, to such reasonable attorney's fees and costs as determined by the Court.

(d) Waiver of Breach. 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.

(e) Savings Clause. 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 curtailed and limited only the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with the Yakima County Auditor's Office or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

23. INTERPRETATION

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 neuter gender.

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 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. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between CITY OF 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**

By: \_\_\_\_\_  
Don Day, City Manager

ATTEST:

\_\_\_\_\_  
Deborah Estrada, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kerr Law Group, PLLC,  
Attorneys for the City of Sunnyside

**CITY OF CITY OF GRANDVIEW**

By: \_\_\_\_\_  
Mayor Norm Childress

ATTEST:

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

APPROVED AS TO FORM:

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

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES EXCERPT  
MARCH 8, 2016**

**7. UNFINISHED AND NEW BUSINESS**

**A. Circle Park**

City Attorney Plant provided a legal analysis to the Council with respect to Circle Park, a copy of which is attached hereto and incorporated herein by reference. He advised that the dedication of the park for public purposes may be vacated pursuant to the procedures outlined in Ch. 58.17 RCW.

Following discussion, Council directed staff to contact the adjacent property owners of Circle Park and explain the process for Council consideration of a petition for vacation of the park dedication that was overlaying their property.

**TO:** Mayor Norm Childress, City of Grandview  
City Council, City of Grandview

**FROM:** Quinn Plant, Menke Jackson Beyer, LLP

**SUBJECT:** Circle Park

**DATE:** March 1, 2016

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### Introduction

As directed by the City Council at the meeting on February 9, 2016, this memorandum provides preliminary guidance to the City Council with respect to Circle Park. The dedication of the park for public purposes may be vacated pursuant to the procedures outlined in Ch. 58.17 RCW.

### Legal Analysis

Background information has been provided by Eric Herzog of HLA and is relied upon herein. Mr. Herzog's email of January 29, 2016, is attached. Circle Park was created by virtue of two plats, one on the north and one on the south. It is significant that the land at issue was not deeded to the City. Rather, the plats dedicated the portion of real property comprising the park for public use.

Chapter 58.17 RCW prescribes a procedure for vacating a dedication for public use in a subdivision. Pursuant to these procedures, any person interested in vacating the dedication must file an application with the City Council. RCW 58.17.212. The application must be signed by everyone with an interest in the part of the subdivision to be vacated. *Id.* The application must also set forth the reasons for vacation. *Id.*

If the area to be vacated is subject to any restrictive covenants and the application would result in the violation of such covenants, the application needs to obtain an agreement by all the parties subject to the covenants agreeing to terminate or alter the covenants. *Id.* The plats themselves indicate no restrictive covenants covering Circle Park. Mr. Herzog has confirmed the absence of any subsequently filed covenants with a title company.

Upon receipt of an application to vacate the dedication, the City Council must conduct a public hearing. The notice provisions are spelled out in RCW 58.17.080 and .090. Following the public hearing, the City Council may determine whether the public use and interest is served by vacating the dedication and approve or deny the application. RCW 58.17.212.



The statute provides that where land in a subdivision has been dedicated to the public, or for public use and benefit, the land, if not already deeded to the City, shall be deeded to the City unless the City Council determines that and makes specific findings that the public use would not be served in retaining title to the land. *Id.* In the case, title will vest with the rightful owner as shown in the county records. *Id.* This language indicates that the City Council has discretion whether the City should obtain or retain ownership of the real property subject to the dedication.

At the City Council meeting on February 9, 2016, questions arose concerning whether the City may want to retain or acquire right-of-way through Circle Park that exceeds the 40 foot right-of-way that I understand presently exists on West 5<sup>th</sup> Street on either side of the park. It seems probable that this could be achieved by preparing a legal description that vacates the dedication over the park and excludes an area equal to a 60-foot right-of-way (or whatever width the City preferred). The City's engineer should be consulted for details on pursuing this course of action.

## Anita Palacios

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**From:** Eric Herzog <eherzog@hlacivil.com>  
**Sent:** Friday, January 29, 2016 3:17 PM  
**To:** Mike Battle; Anita Palacios; Cus Arteaga  
**Cc:** Tim Fries  
**Subject:** RE: Circle Park Legal Description

Hi Anita,

Here is what we know about the Circle Park.

The north half of the park was dedicated on the Plat of PARK SUBDIVISION OF TRACT G,H,I,J, ANDK. GRANDVIEW, WASH. In Volume C, page 49.

The South half of the park was dedicated on the Plat of CHERRY LANE TRACTS in Volume E, page 9.

I reviewed both plats and there are no restrictions or covenants on the park area listed on the face of the plats. I think you can go ahead and vacate the right of ways and park through the Cities standard vacation process. I would recommend reserving right of ways for West 5<sup>th</sup> Street and Avenue H, and reserve easements for any public utilities that may exist.

The Quit Claim Deed, Auditor's file number 2548252, is for right of way for a corner clip at the northwest corner of the intersection of Grandridge and West 5<sup>th</sup> Street.

The two Treasurer's Deeds describe properties all over town that the City acquired in the 1930's. Treasurer Deeds are used to convey property that was foreclosed upon usually due to not paying property taxes. None of the parcels described in the deeds is adjacent to the park.

I will send you full size copies of the plats early next week. We will have one of our inspector's drop them off to you on their way through. I have highlighted parcels described in the deeds on the plats.

Please let me know if you would like us to prepare exhibit maps and legal descriptions for you use in vacating the park and adjacent right of ways.

I hope this helps.

Eric T. Herzog, PLS  
*HLA Engineering & Land Surveying, Inc.*  
2803 River Road  
Yakima, WA 98902  
Phone: (509) 966-7000  
Fax: (509) 965-3800

**From:** Mike Battle  
**Sent:** Thursday, January 28, 2016 1:55 PM  
**To:** Anita Palacios <[anitap@grandview.wa.us](mailto:anitap@grandview.wa.us)>



Google earth

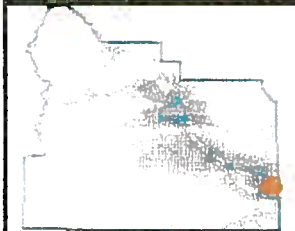
feet  
meters





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[\[Close Map\]](#)

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City Limits  
Sections

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

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



**One Inch = 200 Feet**

Feet 100 200 300

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Printed On: 2/2/2016 9:07:50 AM

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The following property owners petition the City of Grandview to vacate the dedication of Circle Park for public purposes pursuant to RCW Chapter 58.17.

Parcel No. 230923-23549  
Property Owner: Jose A. Aranda

Property Address: 903 West Fifth Street, Grandview, WA

\_\_\_\_\_  
Jose A. Aranda

\_\_\_\_\_  
Date

Parcel No. 230923-23548  
Property Owner: Rosa Arredondo

Property Address: 903 West Fifth Street, Grandview, WA

\_\_\_\_\_  
Rosa Arredondo

\_\_\_\_\_  
Date

Parcel No. 230923-32404  
Property Owner: Brad K & Melodie E. Smith

Property Address: 502 Avenue H, Grandview, WA

\_\_\_\_\_  
Brad K. Smith

\_\_\_\_\_  
4/7/2016  
Date

\_\_\_\_\_  
Melodie E. Smith

\_\_\_\_\_  
4/7/2016  
Date

Parcel No. 230923-32420  
Property Owner: Thomas Jeffrey Sutton

Property Address: 812 West Fifth Street, Grandview, WA

\_\_\_\_\_  
Thomas Jeffrey Sutton

\_\_\_\_\_  
3-18-16  
Date

Parcel No. 230923-32419  
Property Owner: Antonio Garibay Jr.

Property Address: 810 West Fifth Street, Grandview, WA

\_\_\_\_\_  
Antonio Garibay Jr.

\_\_\_\_\_  
5-9-16  
Date

Parcel No. 230923-23557  
Property Owner: Ramiro S. Gonzalez Jr.

Property Address: 405 Avenue H, Grandview, WA

\_\_\_\_\_  
Ramiro S. Gonzalez Jr.

\_\_\_\_\_  
3/18/16  
Date

Parcel No. 230923-23558  
Property Owner: Francisco Gomez Lujan

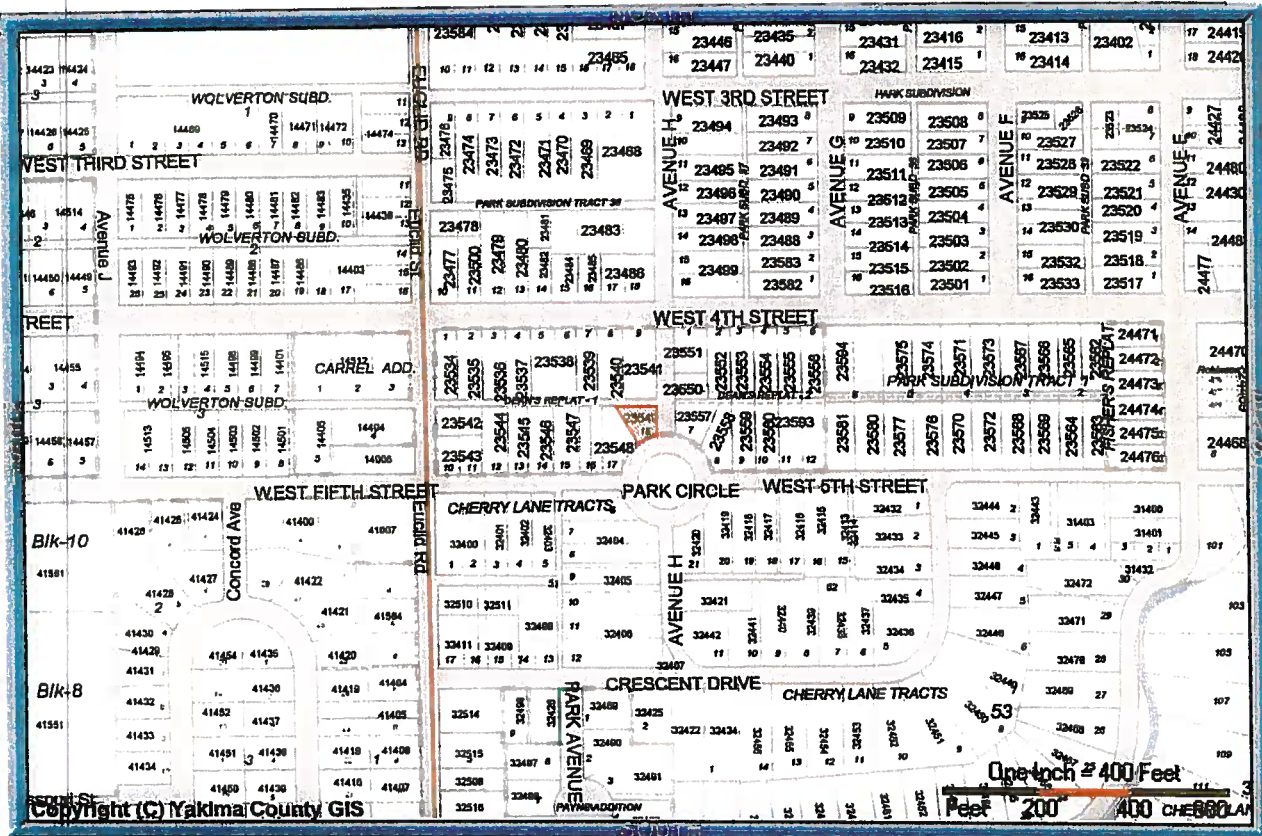
Property Address: 811 West Fifth Street, Grandview, WA

\_\_\_\_\_  
Francisco Gomez Lujan

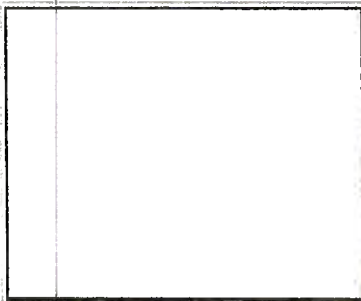
\_\_\_\_\_  
4-7-16  
Date

[Print Map] [Close Map]

Yakimap.com



## PROPERTY PHOTO



## PROPERTY INFORMATION

Parcel Address: 903 5TH ST W & H AVE, GRANDVIEW, WA 98930  
 Parcel Owner(s): JOSE A ARANDA  
 Parcel Number: 23092323549 Parcel Size: 0.11 Acre(s)  
 Property Use: 91 Undeveloped Land

## TAX AND ASSESSMENT INFORMATION

Tax Code Area (TCA): 440 Tax Year: 2016  
 Improvement Value: \$0 Land Value: \$9100  
 Current Use Value: \$0 Current Use Improvement: \$0  
 New Construction: \$0 Total Assessed Value: \$9100

## OVERLAY INFORMATION

Zoning: Jurisdiction: Grandview  
 Urban Growth Area: Grandview Future Landuse Designation: City Limits (Yakima County Plan 2015)  
 FEMA: Not in floodplain (X) FIRM Panel Number: 53077C1925D

## LOCATION INFORMATION

+ Latitude: 46° 15' 05.698" + Longitude: -119° 54' 49.556" Range: 23 Township: 09 Section: 23  
 Narrative Description: DEANS REPLAT: LOT 18 BLK 1

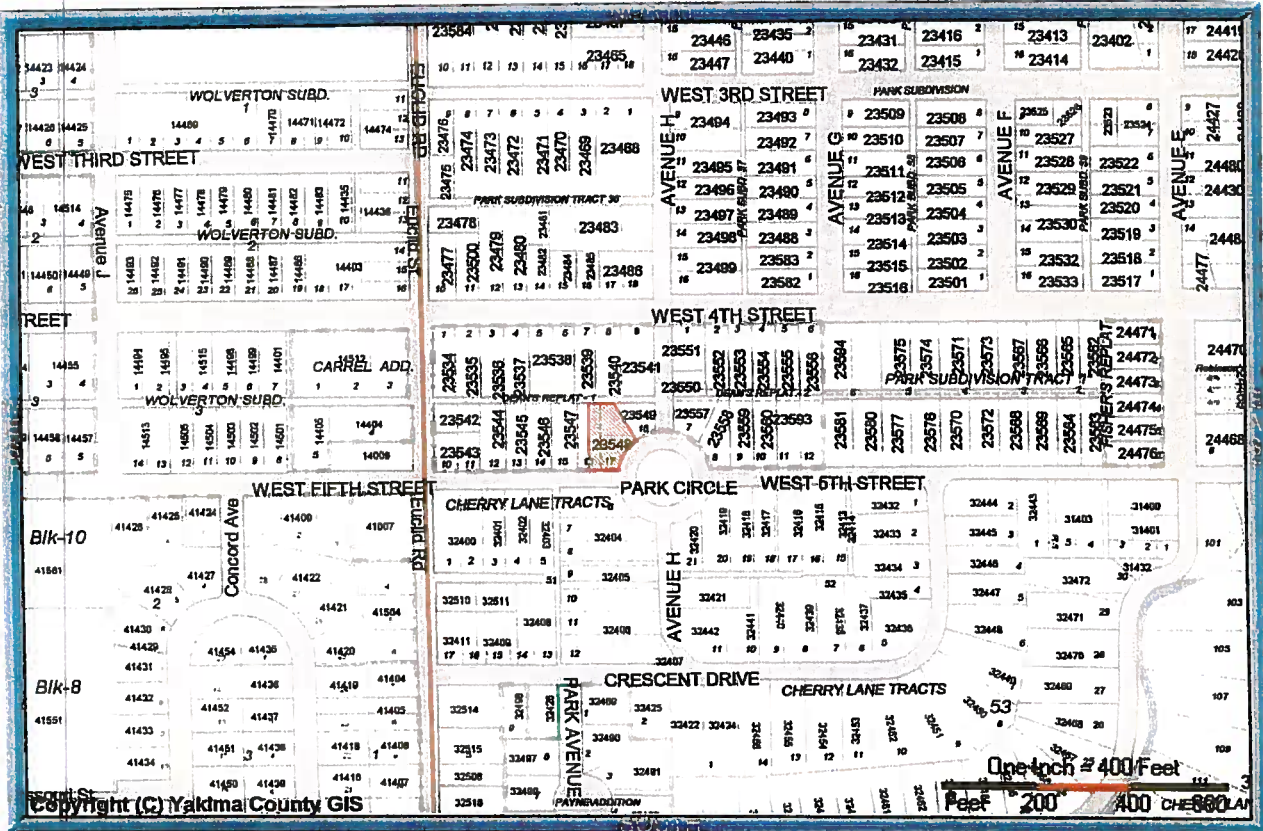
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## PROPERTY PHOTO



## PROPERTY INFORMATION

Parcel Address: **903 W 5TH ST, GRANDVIEW, WA 98930**  
 Parcel Owner(s): **ROSA ARREDONDO**  
 Parcel Number: **23092323548** Parcel Size: **0.26 Acre(s)**  
 Property Use: **11 Single Unit**

## TAX AND ASSESSMENT INFORMATION

Tax Code Area (TCA): **440** Tax Year: **2016**  
 Improvement Value: **\$190700** Land Value: **\$23300**  
 Current Use Value: **\$0** Current Use Improvement: **\$0**  
 New Construction: **\$0** Total Assessed Value: **\$214000**

## OVERLAY INFORMATION

Zoning: **Urban Growth Area: Grandview** Jurisdiction: **Grandview**  
 Future Landuse Designation: **City Limits (Yakima County Plan 2015)**  
 FEMA: **Not in floodplain (X)** FIRM Panel Number: **53077C1925D**

## LOCATION INFORMATION

+ Latitude: **46° 15' 05.300"** + Longitude: **-119° 54' 50.514"** Range: **23** Township: **09** Section: **23**  
 Narrative Description: **DEANS REPLAT: E1/2 LOT 16 BLK 1 ALSO LOT 17**

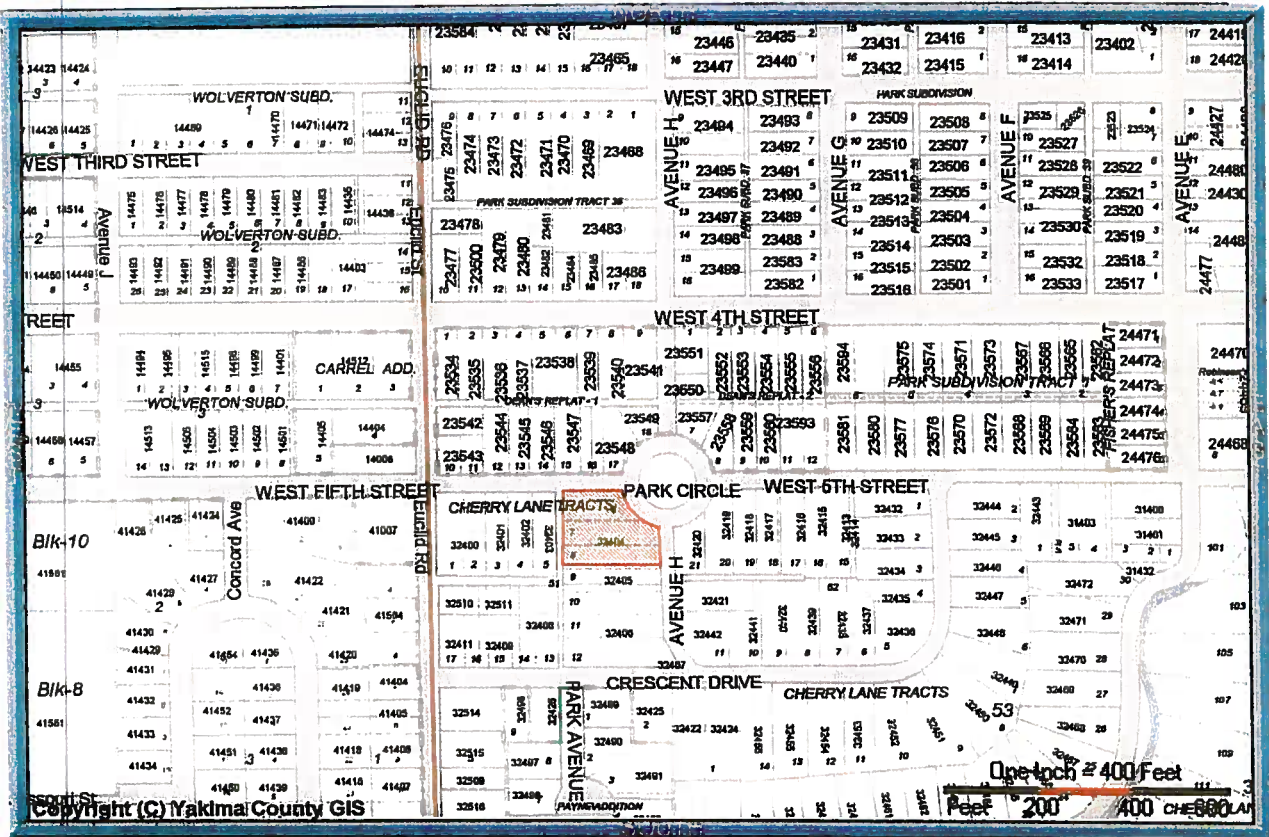
## DISCLAIMER

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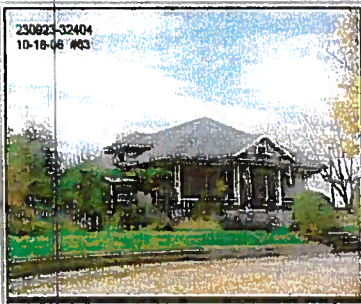
22

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## PROPERTY PHOTO



## PROPERTY INFORMATION

Parcel Address: 502 AVE H, GRANDVIEW, WA 98930  
 Parcel Owner(s): BRAD K & MELODIE E SMITH  
 Parcel Number: **23092332404** Parcel Size: 0.64 Acre(s)  
 Property Use: 11 Single Unit

## TAX AND ASSESSMENT INFORMATION

Tax Code Area (TCA): **440** Tax Year: 2016  
 Improvement Value: **\$200200** Land Value: **\$26900**  
 Current Use Value: **\$0** Current Use Improvement: **\$0**  
 New Construction: **\$0** Total Assessed Value: **\$227100**

## OVERLAY INFORMATION

Zoning: Jurisdiction: **Grandview**  
 Urban Growth Area: **Grandview** Future Landuse Designation: **City Limits (Yakima County Plan 2015)**  
 FEMA: **Not in floodplain (X)** FIRM Panel Number: **53077C1925D**

## LOCATION INFORMATION

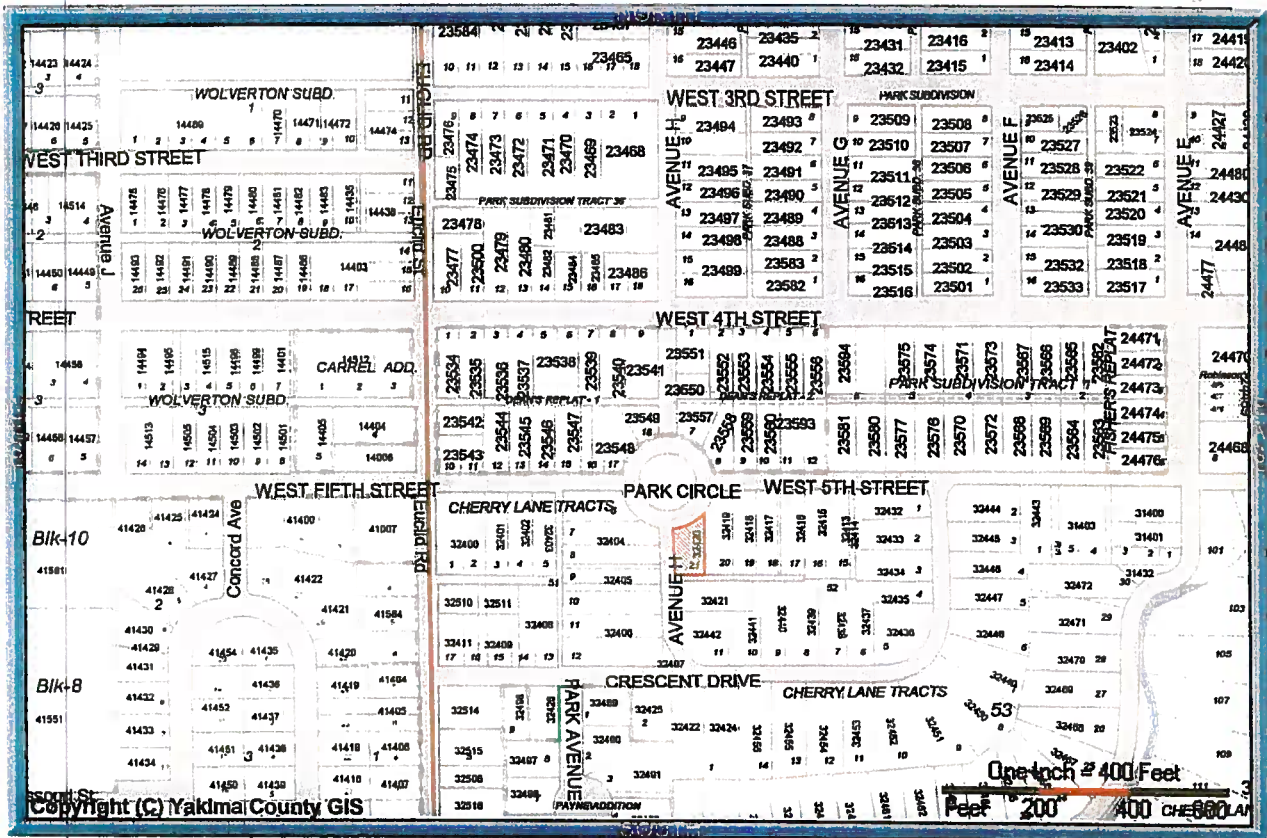
+ Latitude: **46° 15' 03.387"** + Longitude: **-119° 54' 50.689"** Range: **23** Township: **09** Section: **23**  
 Narrative Description: **CHERRY LANE TRACTS: LOTS 6 & 7 BLK 51 ALSO LOT 8 EX S 6 FT**

## DISCLAIMER

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## PROPERTY PHOTO



## PROPERTY INFORMATION

Parcel Address: 812 W 5TH ST, GRANDVIEW, WA 98930  
 Parcel Owner(s): THOMAS JEFFREY SUTTON  
 Parcel Number: 23092332420 Parcel Size: 0.17 Acre(s)  
 Property Use: 11 Single Unit

## TAX AND ASSESSMENT INFORMATION

Tax Code Area (TCA): 440 Tax Year: 2016  
 Improvement Value: \$69500 Land Value: \$22150  
 Current Use Value: \$0 Current Use Improvement: \$0  
 New Construction: \$0 Total Assessed Value: \$91650

## OVERLAY INFORMATION

Zoning: Jurisdiction: Grandview  
 Urban Growth Area: Grandview Future Landuse Designation: City Limits (Yakima County Plan 2015)  
 FEMA: Not in floodplain (X) FIRM Panel Number: 53077C1925D

## LOCATION INFORMATION

+ Latitude: 46° 15' 03.017" + Longitude: -119° 54' 48.149" Range: 23 Township: 09 Section: 23  
 Narrative Description: CHERRY LANE TRS: LOT 21 BLK 52

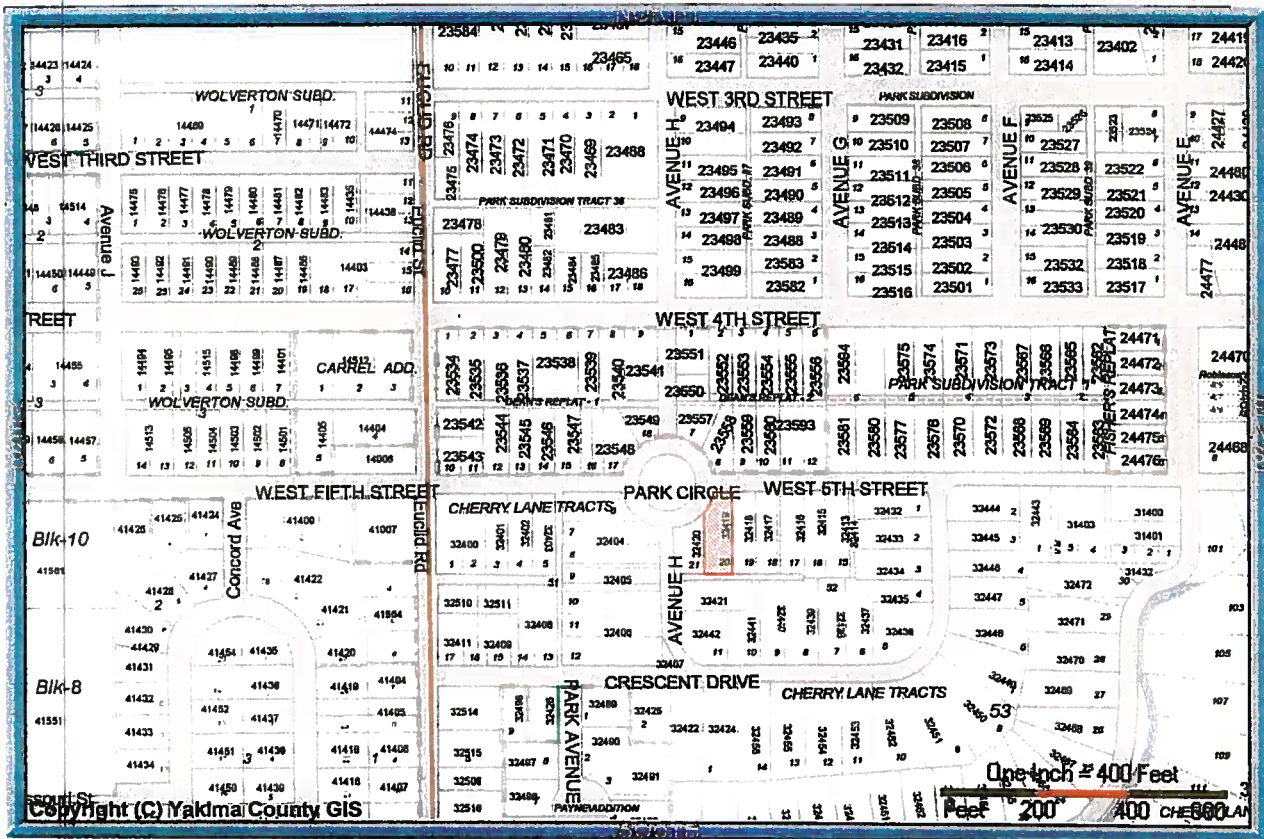
## DISCLAIMER

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## PROPERTY PHOTO



## PROPERTY INFORMATION

Parcel Address: **810 W 5TH ST, GRANDVIEW, WA 989301228**  
Parcel Owner(s): **ANTONIO GARIBAY JR**  
Parcel Number: **23092332419** Parcel Size: **0.24 Acre(s)**  
Property Use: **11 Single Unit**

## TAX AND ASSESSMENT INFORMATION

Tax Code Area (TCA): **440** Tax Year: **2016**  
Improvement Value: **\$45500** Land Value: **\$22650**  
Current Use Value: **\$0** Current Use Improvement: **\$0**  
New Construction: **\$0** Total Assessed Value: **\$68150**

## OVERLAY INFORMATION

Zoning: **Urban Growth Area: Grandview** Jurisdiction: **Grandview**  
FEMA: **Not in floodplain (X)** Future Landuse Designation: **City Limits (Yakima County Plan 2015)**  
FIRM Panel Number: **53077C1925D**

## LOCATION INFORMATION

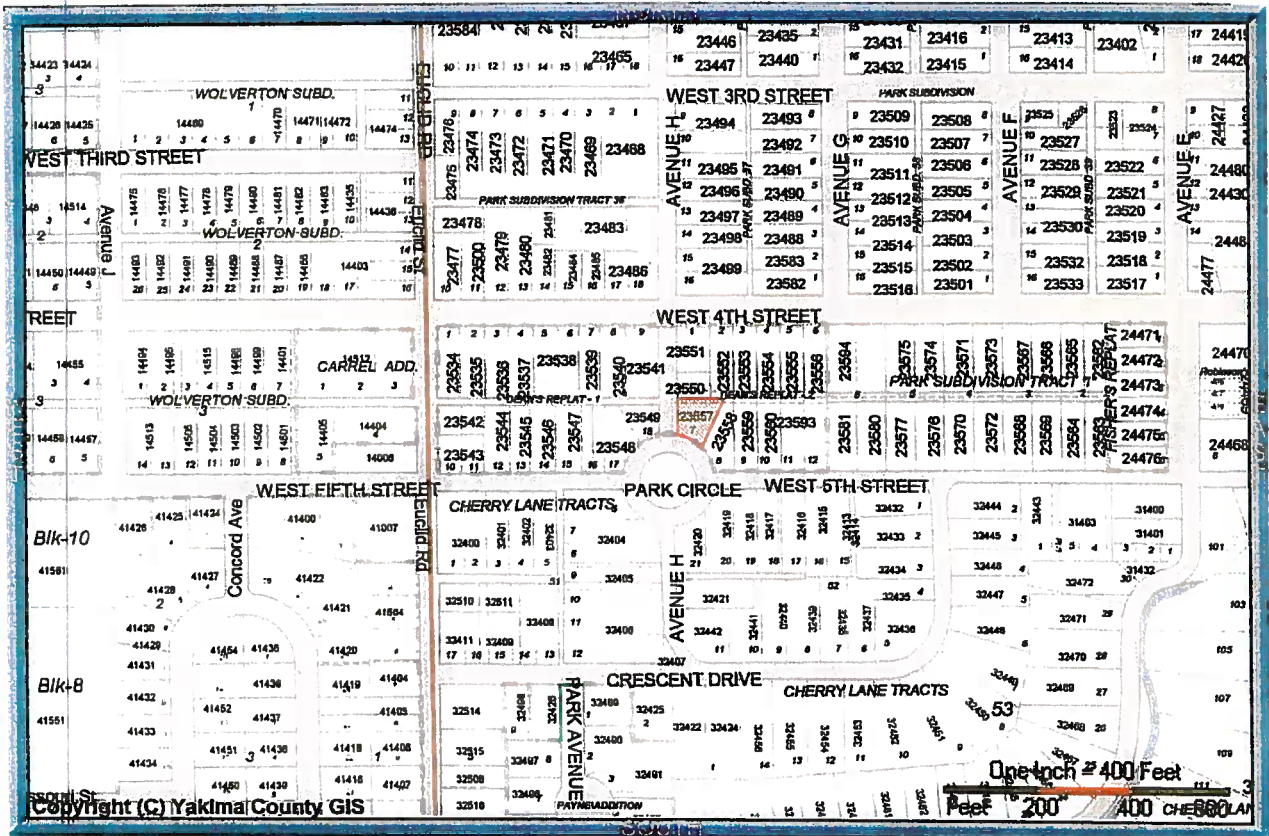
+ Latitude: **46° 15' 03.301"** + Longitude: **-119° 54' 47.259"** Range: **23** Township: **09** Section: **23**  
Narrative Description: **CHERRY LANE TRS: LOIT 20 BLK 52**

## DISCLAIMER

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## PROPERTY PHOTO



## PROPERTY INFORMATION

Parcel Address: **405 AVENUE H, GRANDVIEW, WA 98930**  
 Parcel Owner(s): **RAMIRO S GONZALEZ JR**  
 Parcel Number: **23092323557** Parcel Size: **0.15 Acre(s)**  
 Property Use: **11 Single Unit**

## TAX AND ASSESSMENT INFORMATION

Tax Code Area (TCA): **440** Tax Year: **2016**  
 Improvement Value: **\$21000** Land Value: **\$22350**  
 Current Use Value: **\$0** Current Use Improvement: **\$0**  
 New Construction: **\$0** Total Assessed Value: **\$43350**

## OVERLAY INFORMATION

Zoning: **Urban Growth Area: Grandview** Jurisdiction: **Grandview**  
 Future Landuse Designation: **City Limits (Yakima County Plan 2015)**  
 FEMA: **Not in floodplain (X)** FIRM Panel Number: **53077C1925D**

## LOCATION INFORMATION

+ Latitude: **46° 15' 05.749"** + Longitude: **-119° 54' 47.901"** Range: **23** Township: **09** Section: **23**  
 Narrative Description: **Section 23 Township 09 Range 23 Quarter NW: DEAN'S REPLAT OF BLK H AND LOTS 7 & 8 BLK I OF PARK SUBDIVISION (E5); LOT 7 BLK 2**

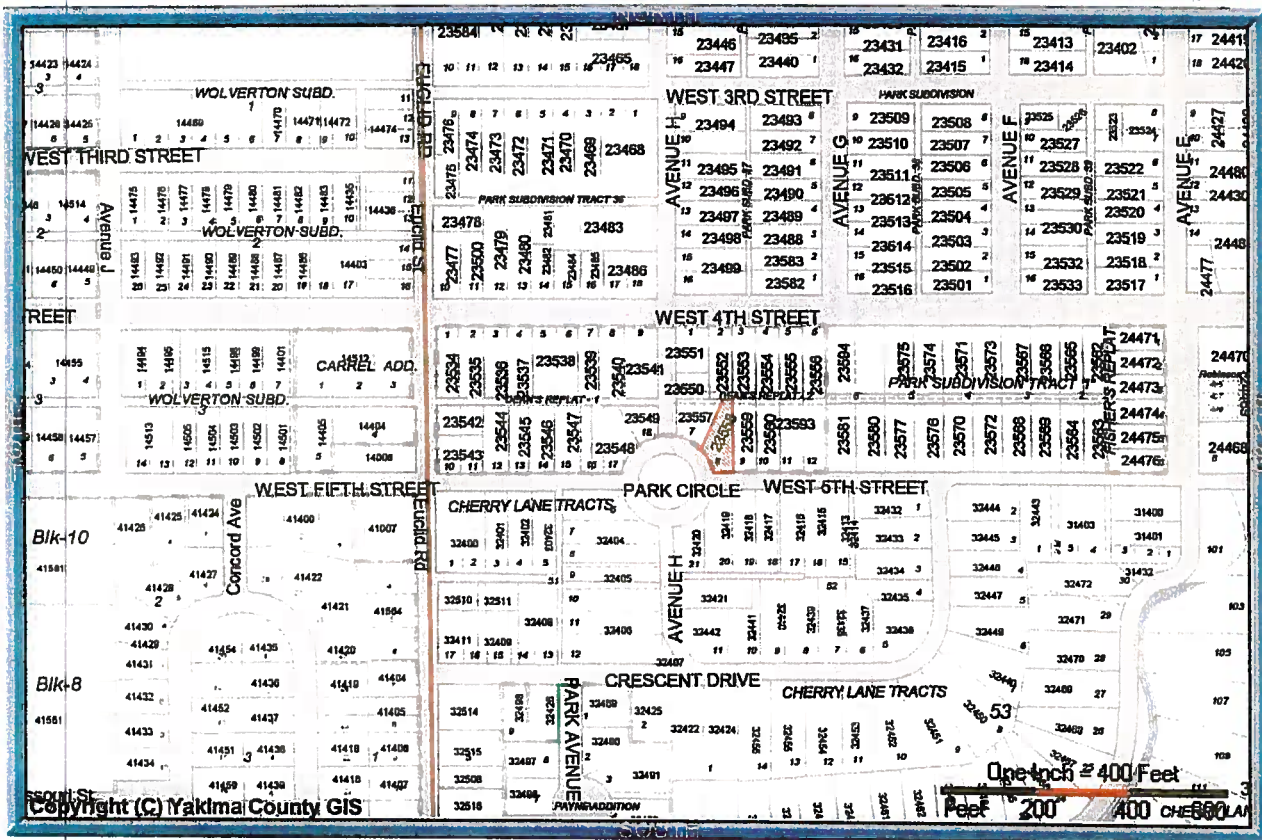
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## PROPERTY PHOTO



## PROPERTY INFORMATION

Parcel Address: 811 W 5TH ST, GRANDVIEW, WA 98930  
Parcel Owner(s): FRANCISCO GOMEZ LUJAN  
Parcel Number: 23092323558 Parcel Size: 0.18 Acre(s)  
Property Use: 11 Single Unit

## TAX AND ASSESSMENT INFORMATION

Tax Code Area (TCA): 440 Tax Year: 2016  
Improvement Value: \$53200 Land Value: \$22650  
Current Use Value: \$0 Current Use Improvement: \$0  
New Construction: \$0 Total Assessed Value: \$75850

## OVERLAY INFORMATION

Zoning: Jurisdiction: Grandview  
Urban Growth Area: Grandview Future Landuse Designation: City Limits (Yakima County Plan 2015)  
FEMA: Not in floodplain (X) FIRM Panel Number: 53077C1925D

## LOCATION INFORMATION

+ Latitude: 46° 15' 05.304" + Longitude: -119° 54' 47.147" Range: 23 Township: 09 Section: 23  
Narrative Description: Section 23 Township 09 Range 23 Quarter NW: DEAN'S REPLAT OF BLK H AND LOTS 7 & 8 BLK I OF PARK SUBDIVISION (E5); LOT 8 BLK 2

## DISCLAIMER

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