

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING AGENDA  
TUESDAY, NOVEMBER 8, 2022**



**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. For meeting information and instructions, please contact City Hall at (509) 882-9200.**

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

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. 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**
  - A. Yakima Valley Local Crime Lab 1-16
  - B. Ordinance amending the City of Grandview 2022 Non-Union Salary Schedule to include the salary for the Police Clerk position 17-19
  - C. Resolution approving the Animal Control Agreement between the City of Grandview and the Yakima Humane Society 20-29
  - D. Resolution No. 2022-57 approving the final plat of Grandridge Estates – Phase 10 located on Grandridge Road 30-35
  - E. Legal Services – Update to Representation and Fee Agreement 36-37
- 5. OTHER BUSINESS**
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, November 8, 2022 at 6:00 pm and 7:00 pm will be held in person and will also be available via teleconference.

Join Zoom Meeting

<https://us06web.zoom.us/j/84207631844?pwd=UVp3amo0b0ZPVm9DdW5tVW9kRFo1Zz09>

To join via phone: +1 253 215 8782

Meeting ID: 842 0763 1844

Passcode: 540745

**Anita Palacios**

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**From:** Chris Wickenhagen <chris.wickenhagen@yvcog.org>  
**Sent:** Tuesday, November 1, 2022 9:47 AM  
**To:** Michael Eklund-Grayum; Anita Palacios  
**Cc:** Cus Arteaga; Vicki Baker  
**Subject:** Council Presentations  
**Attachments:** FINAL Crime Lab NOV\_2022.pdf

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**CAUTION: External Email**

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Hi Michael and Anita –

Here is the handout material and the link  [PRESENTATION110122](#) for the presentations next week to your Council. Will you put the presentation on your computer, or do we need to bring our own computer?

Please let me know if you need anything else from us.

Have a wonderful day  
Chris



**Chris Wickenhagen**  
Executive Director  
**Phone:** 509-574-1550  
**Direct:** 509-759-7986  
**Email:** [chris.wickenhagen@yvcog.org](mailto:chris.wickenhagen@yvcog.org)  
YAKIMA VALLEY  
CONFERENCE OF GOVERNMENTS



[WWW.YVCOG.ORG](http://WWW.YVCOG.ORG)

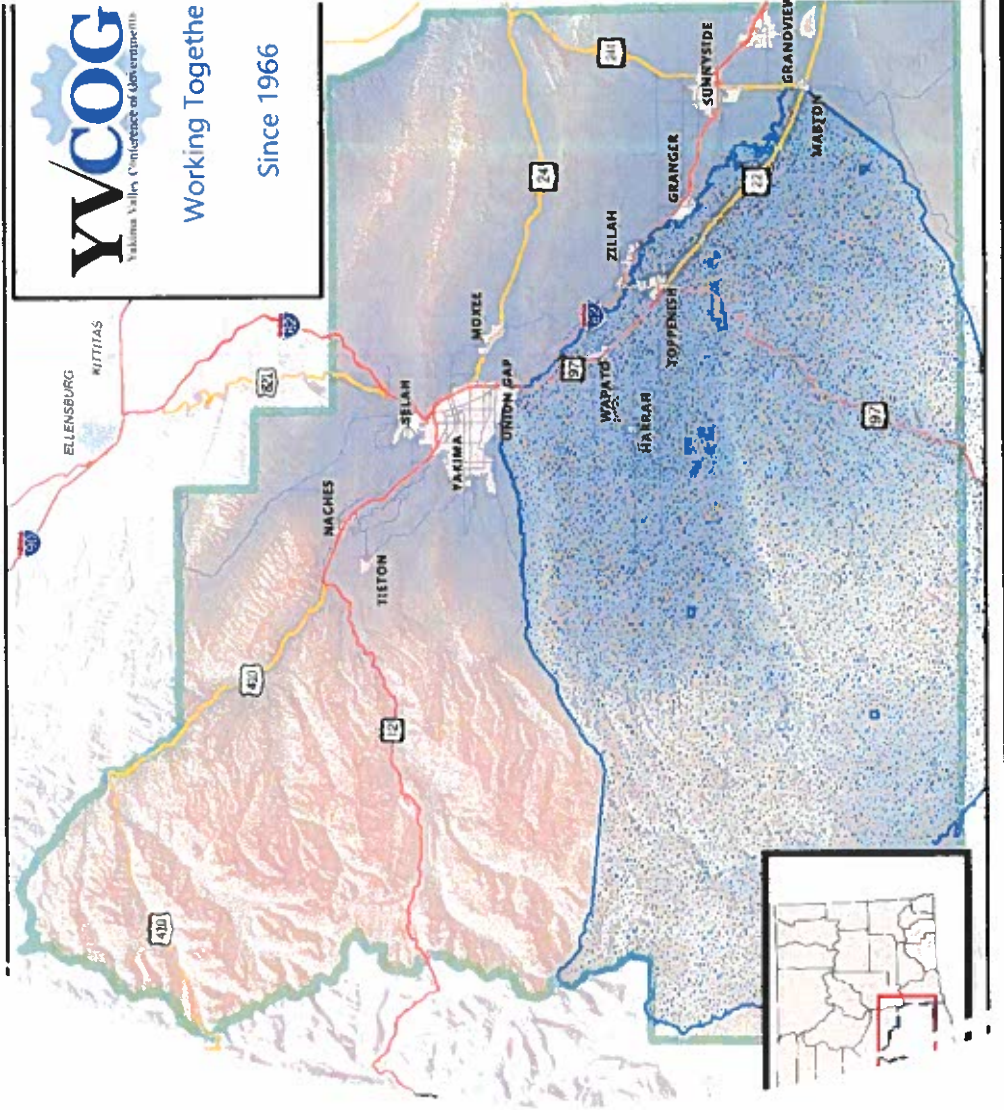
# Yakima Valley

## Conference of Governments

*COG was established for the purpose of administering programs and services of mutual concern to cities, towns, and Yakima County within the Yakima Valley boundaries.*

Washington's Interlocal Cooperation Act, [chapter 39.34 RCW](#), authorizes public agencies to contract with other public agencies via interlocal agreements that enable cooperation among the agencies to perform governmental activities and deliver public services.

Regional Crime Center Serving the Yakima Valley



# How does YVCOG operate? What's their *purpose*?



- (a) Voluntary Membership
- (b) Annual assessment dues to member agencies
- (c) Contracted technical assistance
- (d) Grants
- (e) Programs



- (a) Voluntary Membership
- (b) Annual assessment dues to members
- (c) Shopping
- (d) Referral Incentives (appliances, flooring, etc)

*Increase Services*  
*Less Money*

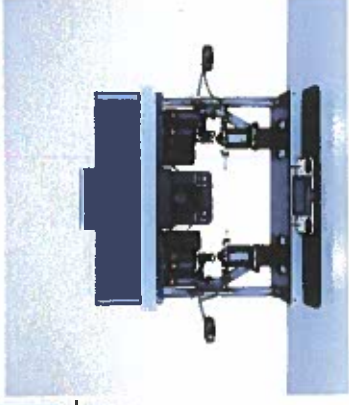
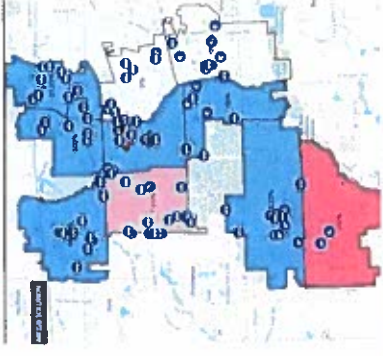


# **NEW PROGRAM: Local Crime Lab**

The LCL will:

- Collect data and statistics to perform integrated county-wide reporting of criminal activities
- Train local county-wide civilian forensic experts
- Process bullet cartridge casings collected from crime scenes
- Access warrant authorized cell phones and computers confiscated by law enforcement
- Process DNA evidence for identification of victims or evidence left at crime scenes

*County-wide forensic experts focused on processing data allows for collaboration between federal, state, county, and city agencies for crimes committed in their respective jurisdictions.*



This agreement is funded in whole or in part with ARPA funds as administered by the U.S. Treasury

Members	% Population	OFM		Per Person	ARPA Funding
		Population			
GRANDVIEW	4.35%	11,230	10,934	\$	122,791
GRANGER	1.61%	4,155	10,934	\$	45,432
HARRAH	0.26%	680	10,934	\$	7,435
MABTON	0.90%	2,330	10,934	\$	25,477
MOXEE	1.67%	4,320	10,934	\$	47,236
NACHES	0.39%	995	10,934	\$	10,880
SELAH	3.11%	8,035	10,934	\$	87,856
SUNNYSIDE	6.68%	17,250	10,934	\$	188,615
TIETON	0.51%	1,305	10,934	\$	14,269
TOPPENISH	3.54%	9,130	10,934	\$	99,829
UNION GAP	2.46%	6,355	10,934	\$	69,487
WAPATO	1.96%	5,055	10,934	\$	55,272
YAKIMA	36.98%	95,490	10,934	\$	1,044,107
YAKIMA CO.	34.34%	88,670	10,934	\$	969,536
ZILLA	1.24%	3,200	10,934	\$	34,989
<b>TOTALS</b>	<b>100.00%</b>	<b>258,200</b>			<b>\$ 2,823,211</b>

GRANTEE is authorized to spend no more than TWO MILLION EIGHT HUNDRED TWENTY-THREE THOUSAND TWO HUNDRED AND ELEVEN DOLLARS AND NO CENTS (\$2,823,211.00) for qualifying expenditures incurred during the period September 1, 2022 through August 31, 2026.

Staff Wages & Benefits	\$	1,355,507
Equipment/ Trainings/Registrations/Mileage/Lodging	\$	1,333,034
Admin Costs (HR, Finance, etc.)	\$	99,670
Misc Other - testing supplies, office supplies, etc	\$	35,000
<b>TOTAL</b>	<b>\$</b>	<b>2,823,211</b>

See Scope of Work for detailed description of duties.

Funding is allowed to transition between budgeted line items above as long as the contract is not exceeded.

Phase I Equipment:

*NIBIN Cartridge Cases Acquisition Analysis & Triage Package	\$	224,716.00
*NIBIN Integrated Ballistic Alcohol Tobacco & Firearms	\$	99,618.00
*VisionX Comparison Microscope Standard Model & Scope Accessories	\$	148,832.37
*ArcGIS Enterprise Standard with Analysis Workflows for Public Safety with Desktop Jurisdictional Law Enforcement Licenses	\$	65,000.00
*Cellebrite Instrument & Licenses	\$	76,984.00
Phase I Equipment:	\$	615,150.37
*Sole Source		

Phase II Equipment:

RapidHIT ID Instrument & Software & Equipment Supplies	\$	639,044.00
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• Each member pays the same amount per person

• Offering Services to members at the lowest cost possible is my goal. By sharing the cost and receiving 100% of services is a win-win!

~Chris Wickenhagen, Executive Director

Members	% Population	OFM		Cost Per Person	2022	Cost Per Person	2023	Cost Per Person	2024
		Population	Population						
GRANDVIEW	4.25%	10,960		\$ 0.93	\$ 10,208	\$ 1.48	\$ 16,183	\$ 1.48	\$ 16,183
GRANGER	1.43%	3,690		\$ 0.93	\$ 3,437	\$ 1.48	\$ 5,448	\$ 1.48	\$ 5,448
HARRAH	0.22%	580		\$ 0.93	\$ 540	\$ 1.48	\$ 856	\$ 1.48	\$ 856
MABTON	0.77%	1,975		\$ 0.93	\$ 1,839	\$ 1.48	\$ 2,916	\$ 1.48	\$ 2,916
MOXEE	1.71%	4,405		\$ 0.93	\$ 4,103	\$ 1.48	\$ 6,504	\$ 1.48	\$ 6,504
NACHES	0.43%	1,110		\$ 0.93	\$ 1,034	\$ 1.48	\$ 1,639	\$ 1.48	\$ 1,639
SELAH	3.19%	8,235		\$ 0.93	\$ 7,670	\$ 1.48	\$ 12,159	\$ 1.48	\$ 12,159
SUNNYSIDE	6.35%	16,400		\$ 0.93	\$ 15,275	\$ 1.48	\$ 24,215	\$ 1.48	\$ 24,215
TIETON	0.55%	1,430		\$ 0.93	\$ 1,332	\$ 1.48	\$ 2,111	\$ 1.48	\$ 2,111
TOPPENISH	3.44%	8,870		\$ 0.93	\$ 8,261	\$ 1.48	\$ 13,097	\$ 1.48	\$ 13,097
UNION GAP	2.56%	6,595		\$ 0.93	\$ 6,142	\$ 1.48	\$ 9,738	\$ 1.48	\$ 9,738
WAPATO	1.79%	4,610		\$ 0.93	\$ 4,294	\$ 1.48	\$ 6,807	\$ 1.48	\$ 6,807
YAKIMA	37.90%	97,810		\$ 0.93	\$ 91,099	\$ 1.48	\$ 144,418	\$ 1.48	\$ 144,418
YAKIMA CO.	34.19%	88,240		\$ 0.93	\$ 82,185	\$ 1.48	\$ 130,288	\$ 1.48	\$ 130,288
ZILLAH	1.24%	3,190		\$ 0.93	\$ 2,971	\$ 1.48	\$ 4,710	\$ 1.48	\$ 4,710
<b>TOTALS</b>		258,100			\$ 240,390		\$ 381,090		\$ 381,090





**YAKIMA COUNTY  
SHERIFF**

As the elected Sheriff of Yakima County, my duty is to oversee public safety for our valley. I monitor our local agencies and trends in law enforcement closely, and work with all our valley's departments. My most important concerns have been regarding access to local technology and resources, delayed services from the state crime lab, and increasing scrutiny on agencies regarding evidence processing. I am of the strongest opinion that for our valley to improve public safety, we will need to work together, combine resources, pursue enhanced technology, and start taking matters into our own hands instead of relying only on the State any longer. No one can be counted on to help us: We must work together to make a difference!



**2027**  
Continue Processing Evidence  
Re-evaluate policies / procedures  
Audit Program  
Document / Track evidence processing measurement

# EVALUATION

**2023**  
Purchase NIBIN, VisionX, ESRI, CBR (\$615K)  
Develop Policies / Procedures  
Hire/Train Staff  
Determine Baseline Measurements  
Begin Processing Evidence

**2024**  
Purchase Rapid DNA (\$639K)  
Develop Policies / Procedures  
Hire/Train Staff  
Determine Baseline Measurements  
Begin Processing Evidence  
Document / Track evidence processing measurement

**2026**  
Continue Processing Evidence  
Document / Track evidence processing measurement

**2025**  
Continue Processing Evidence  
Re-evaluate policies / procedures  
Audit Program  
Document / Track evidence processing measurement

**Operations Board Members:**

Bob Udell, Chair - Sheriff

John Clary, Vice Chair – Toppenish Chief

Kal Fuller, Grandview Chief

Steve Araguz, Granger Chief

Eduardo Garcia, Mabton Chief

Mark Lewis, Moxee Lt.

Dan Christman, Selah Chief

Al Escalera – Sunnyside Chief

Jeff Ketchum – Tieton Chief

Greg Cobb – Union Gap Chief

Nolan Wentz – Wapato Chief

Tim Quantrell – Zillah Chief

**Ex-officio Member:**

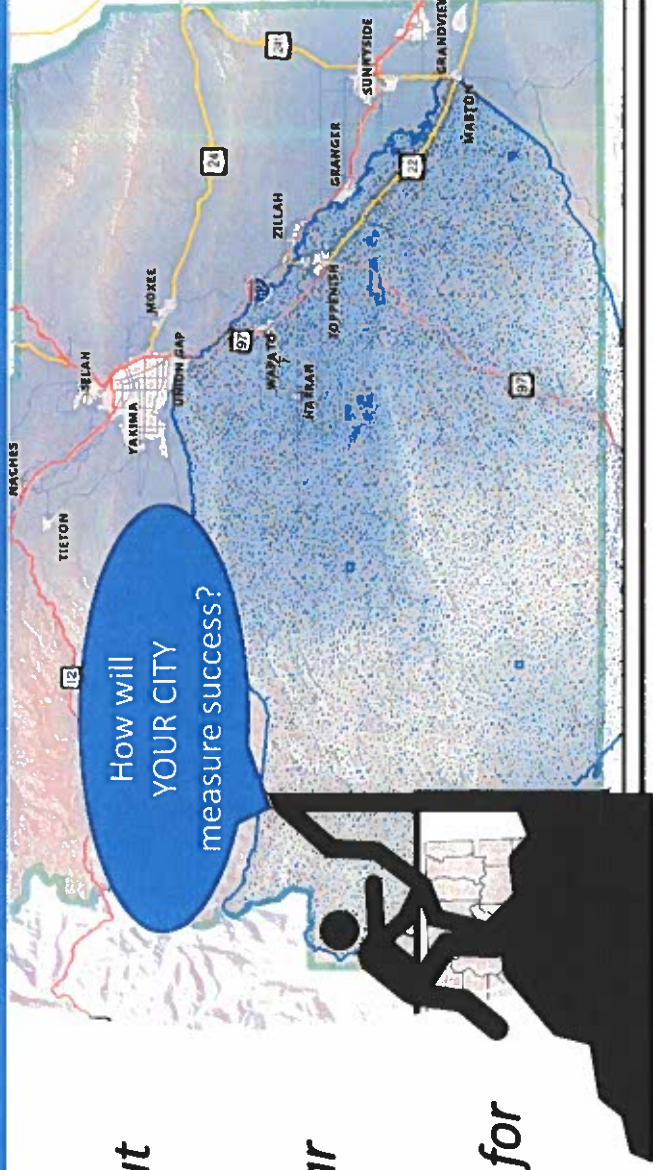
Joe Brusuc – Prosecuting Attorney

**FAQ's:**

*What happens if a city drops out after a year or two?*

*Is a city required to sign a 3-year contract?*

*What does the budget look like for 2027 and beyond?*



## Anita Palacios

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**From:** Anita Palacios  
**Sent:** Monday, October 24, 2022 4:22 PM  
**To:** Bill Moore (mooreb@grandview.wa.us); Bill Moore 1 (billandrachel@charter.net); Cus Arteaga (carteaga@grandview.wa.us); David Diaz (ddiaz@grandview.wa.us); David Diaz 1; Gloria Mendoza; Gloria Mendoza (mendozag@grandview.wa.us); Javier Rodriguez; Javier Rodriguez (rodhav1@yahoo.com); Jessie Espinoza; Jessie Espinoza 1; Joan Souders; Joan Souders 1 (jesouders@hotmail.com); Quinn Plant; Robert Ozuna; Robert Ozuna 1 (ozunar@grandview.wa.us)  
**Subject:** FW: Local Crime Lab  
**Attachments:** Sheriff Udell to Elected Officials.pdf

**From:** Chris Wickenhagen <chris.wickenhagen@yvcog.org>  
**Sent:** Monday, October 24, 2022 4:13 PM  
**To:** Gloria Mendoza <MendozaG@grandview.wa.us>; Bill Moore <MooreB@grandview.wa.us>  
**Cc:** Cus Arteaga <carteaga@grandview.wa.us>; Anita Palacios <anitap@grandview.wa.us>  
**Subject:** FW: Local Crime Lab

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**CAUTION:** External Email

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I received an email that this bounced and did not go to your elected officials in Grandview. Can you please share this letter with them?

Thank you  
Chris



**Chris Wickenhagen**  
Executive Director  
**Phone:** 509-574-1550  
**Direct:** 509-759-7986  
**Email:** [chris.wickenhagen@yvcog.org](mailto:chris.wickenhagen@yvcog.org)

YAKIMA VALLEY  
CONFERENCE OF GOVERNMENTS

[WWW.YVCOG.ORG](http://www.yvcog.org)



**From:** Chris Wickenhagen  
**Sent:** Monday, October 24, 2022 4:06 PM  
**To:** YVCOG - All Staff <[yvcog.allstaff@yvcog.org](mailto:yvcog.allstaff@yvcog.org)>  
**Subject:** Local Crime Lab

Good afternoon Elected Officials –

*This email is being sent to the elected city officials, city managers, administrators, clerks, law enforcement, and YVCOG Staff.*

Please see the attached letter from Sheriff Udell. I hope this answers any other questions you may have.

I look forward to talking with you soon.  
Chris



**Chris Wickenhagen**

Executive Director

Phone: 509-574-1550

Direct: 509-759-7986

Email: [chris.wickenhagen@yvco.org](mailto:chris.wickenhagen@yvco.org)

YAKIMA VALLEY  
CONFERENCE OF GOVERNMENTS



[WWW.YVCOG.ORG](http://WWW.YVCOG.ORG)



# YAKIMA COUNTY SHERIFF'S OFFICE

ROBERT UDELL, Sheriff

P.O. Box 1388 Yakima, Washington 98907 TELEPHONE: (509) 574-2500 FAX: (509) 574-2601

**To:** Mayors and City Council Members

**From:** Sheriff Robert Udell

**Date:** October 24, 2022

**RE:** Local Crime Lab

Dear Elected Officials:

The Yakima County Sheriff's Office is pleased to inform you the County Commissioners voted 3-0 to approve the \$2.8M contract with Yakima Valley Conference of Governments to administrate the Local Crime Lab for the region's law enforcement agencies.

As the elected Sheriff of Yakima County, my duty is to oversee public safety for our valley. I monitor our local agencies and trends in law enforcement closely, and work with all our valley's departments. My most important concerns have been regarding access to local technology and resources, delayed services from the state crime lab, and increasing scrutiny on agencies regarding evidence processing. I am of the strongest opinion that for our valley to improve public safety, we will need to work together, combine resources, pursue enhanced technology, and start taking matters into our own hands instead of relying only on the State any longer. No one can be counted on to help us: We must work together to make a difference!

After much discussion, the majority of county police chiefs, the prosecutor, and myself have come to a consensus that YVCOG is in a unique position to assist our collaborative effort to create a shared crime lab for several reasons.

**Courts across the nation are moving toward requiring an independent, 3<sup>rd</sup> party to offer evidence and expert testimony in court.** The independence of this program will eliminate any perceived conflict of interest or bias of crime lab staff. Across the country, it is best practice to have crime labs not beholden to law enforcement agencies based on their employment. *The investigative work performed in an independent agency will eliminate this concern.*

**The services offered through a neutral party provides an equal playing field for all municipalities.** If the services were under one agency, whether it was true or not, perception would be that the home agency's evidence would take priority over the rest. *And honestly, the opportunity and desire would be there for that agency to prioritize their cases. It is just human nature.*

**Single agency control would mean that agency's governing body would make decisions for all participating agencies.** Commissioners, one City's Council, or even a single Police Chief could just unilaterally decide to not fill a "shared" position. The other municipalities would have no voice or mechanism to ensure shared programs could continue for the remaining interested agencies. *The goal is for this effort to be enduring and stable!*

**YVCOG already performs neutrally administered programs for our region as the legal and administrative entity for the valley.** YVCOG has been providing services of mutual concern under the Interlocal Cooperation Act since 1966. The legal framework is described in RCW 39.34.030.

**YVCOG already applies for and administers grants and has the capacity to manage what is very difficult for police agencies to administer.** Law enforcement agencies are already experiencing staff shortages, and having the administration performed for us will allow law enforcement to focus on public safety.

**YVCOG will provide multi-jurisdictional participation in a manner that provides greater expertise and lower costs to the member jurisdictions.** The only way this program is affordable for all the agencies is by sharing the cost. No single agency can afford the level of service this program will provide. *But the best part is that by sharing costs, the overall benefits to all participating agencies and our communities is increased!*

The operations of the program will fall under the joint authority of law enforcement in a coordinated, multi-jurisdictional effort. The mission of the Local Crime Lab services will be to enhance and support faster investigations, bolster cases to support stronger prosecutions, eliminate long court delays, and provide expert testimony for local detectives to reduce costs. Trained forensic staff will process rapid DNA, bullet casings, and access criminal cell phone/computer data.

Sharing data and intelligence that is collected in a unified and integrated manner will enhance how local law enforcement works together to utilize their limited resources by conducting precision policing to interrupt crime. The first commitment is to identify criminal patterns and trends.

Forensic lab tools, located here in the Yakima Valley, will be offered to law enforcement agencies to assist in evidence-based decisions as detectives work through a case. The evidence processing equipment provides means to determine the risk level of an individual, or just as important, provide forensic evidence of a person's innocence. Families of victims and victims deserve resolution in a timely manner. The Local Crime Lab services program would assist in this goal for victims.

Currently, all of Yakima County's law enforcement agencies utilize lab services, either through the WSP managed state crime lab or private labs, that are out of our area and out of our control. We literally have no say in those lab's priorities. *This initiative is a local effort, managed locally!*

The \$2.8M ARPA grant has provided the necessary funds to stand-up the Local Crime Lab services program for the first four years. Our valley law enforcement agencies do not have the resources, individually or collectively, to start a Local Crime Lab services program without utilizing these ARPA funds. The funding will purchase equipment, hire and train staff, provide for operational costs, and support all Yakima Valley communities with adequate tools to decrease high crime rates. During the four years ARPA funds are being utilized to initiate and operate this program, municipalities are asked to contribute a match to support these services beyond the four-year grant period.

For these reasons, I fully support the Local Crime Lab services program at YVCOG and ask for your support in supplying the match funding.

Sincerely,



Robert Udell

*Sheriff, Yakima County Sheriff's Office*



## Cus Arteaga

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**From:** Chris Wickenhagen <chris.wickenhagen@yvcog.org>  
**Sent:** Tuesday, October 11, 2022 9:08 AM  
**To:** Cus Arteaga  
**Cc:** Bill Moore; Anita Palacios  
**Subject:** RE: Budget  
**Attachments:** 2023 Budget - Updated.pdf

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**CAUTION:** External Email

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Hi Cus –

We would love to! Nothing has changed since our presentation, but if Council would like us to present again, we'd be happy to.

**\*\*Please note that the amount on the proposed budget is \$10,280. This is incorrect, Grandview's participation is \$10,208 (the numbers were transposed) – sorry for the confusion!**

The cost per municipality is:

**Yakima Valley Conference of Governments  
Proposed Budget - 2023**

Consolidated:

<b>Revenue</b>	<b>2023</b>	<b>2022</b>	<b>Change</b>	<b>%</b>
<b>Programs &amp; Projects</b>				
Local Projects	\$ 309,000	\$ 210,000	\$ 99,000	32%
State	\$ 200,000	\$ 199,244	\$ 756	0%
Federal	\$ 1,197,000	\$ 1,091,549	\$ 105,451	9%
Grants	\$ 1,640,500	\$ 200,000	\$ 1,440,500	88%
Miscellaneous	\$ 8,528	\$ 8,300	\$ 228	3%
<b>Total Programs &amp; Projects</b>	<b>\$ 3,355,028</b>	<b>\$ 1,709,093</b>	<b>\$ 1,645,935</b>	<b>49.06%</b>

**Dues**

Grandview	\$ 9,271	\$ 9,168	\$ 103	1%
Granger	\$ 3,553	\$ 3,779	\$ (226)	-6%
Harrah	\$ 896	\$ 944	\$ (48)	-5%
Mabton	\$ 2,098	\$ 2,288	\$ (190)	-9%
Moxee	\$ 5,184	\$ 4,896	\$ 288	6%
Naches	\$ 2,268	\$ 2,173	\$ 95	4%
Selah	\$ 8,709	\$ 8,342	\$ 367	4%
Sunnyside	\$ 13,262	\$ 13,362	\$ (100)	-1%
Tieton	\$ 1,777	\$ 1,635	\$ 142	8%
Toppenish	\$ 7,554	\$ 7,508	\$ 46	1%
Union Gap	\$ 7,032	\$ 6,699	\$ 333	5%
Wapato	\$ 4,150	\$ 4,574	\$ (424)	-10%
Yakima	\$ 71,523	\$ 68,065	\$ 3,458	5%
Yakima Transit	\$ 6,500	\$ 6,500	\$ -	0%
Yakima Co	\$ 65,214	\$ 62,592	\$ 2,622	4%
Zillah	\$ 3,181	\$ 3,109	\$ 72	2%
<b>Total Dues</b>	<b>\$ 212,172</b>	<b>\$ 205,633</b>	<b>\$ 6,539</b>	<b>3.08%</b>

**RCIC Cost**

Grandview	\$ 10,280	\$ -	\$ 10,280	100%
Granger	\$ 3,437	\$ -	\$ 3,437	100%
Harrah	\$ 540	\$ -	\$ 540	100%
Mabton	\$ 1,839	\$ -	\$ 1,839	100%
Moxee	\$ 4,103	\$ -	\$ 4,103	100%
Naches	\$ 1,034	\$ -	\$ 1,034	100%
Selah	\$ 7,670	\$ -	\$ 7,670	100%
Sunnyside	\$ 15,275	\$ -	\$ 15,275	100%
Tieton	\$ 1,332	\$ -	\$ 1,332	100%
Toppenish	\$ 8,261	\$ -	\$ 8,261	100%
Union Gap	\$ 6,142	\$ -	\$ 6,142	100%
Wapato	\$ 4,294	\$ -	\$ 4,294	100%
Yakima	\$ 91,099	\$ -	\$ 91,099	100%
Yakima Co	\$ 82,185	\$ -	\$ 82,185	100%
Zillah	\$ 2,971	\$ -	\$ 2,971	100%
<b>Total Dues</b>	<b>\$ 240,462</b>	<b>\$ -</b>	<b>\$ 240,462</b>	<b>100.00%</b>

**Total Revenue: \$ 3,807,662 \$ 1,914,726 \$ 1,892,936 49.7%**

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

**ITEM TITLE**

Ordinance amending the City of Grandview 2022 Non-Union Salary Schedule to include the salary for the Police Clerk position

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

**AGENDA DATE:** November 8, 2022

**DEPARTMENT**

Police Department

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

**DEPARTMENT DIRECTOR REVIEW**

Kal Fuller, Police Chief



**CITY ADMINISTRATOR**

**MAYOR**



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

Council approved the addition of a Police Clerk in 2022. The position is included in the 2023 budget.

**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.

An addition to the City's salary matrix is needed to set the salary for the new Police Clerk position. The new clerk position will mirror the existing salary schedules for both the Public Works Office Clerk and Receptionist.

**ACTION PROPOSED**

Move an ordinance amending the City of Grandview 2022 Non-Union Salary Schedule to include the salary for the Police Clerk position to a regular Council meeting for consideration.

**ORDINANCE NO. 2022-\_\_\_**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE CITY OF GRANDVIEW 2022 NON-UNION SALARY SCHEDULE TO  
INCLUDE THE SALARY FOR THE POLICE CLERK POSITION**

**WHEREAS**, the City Council of the City of Grandview, Washington has adopted a budget amendment to include funding for a Police Clerk position for 2022;

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

**SECTION 1:** The City of Grandview 2022 Non-Union Monthly Salary Schedule is hereby amended to include the salary for the Police Clerk position attached hereto as Exhibit 1 and incorporated herein by reference.

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

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on \_\_\_\_\_, 2022.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**PUBLISHED:**


**EFFECTIVE:**

**EXHIBIT 1  
CITY OF GRANDVIEW  
2022 NON-UNION MONTHLY SALARY SCHEDULE**



<b>POSITION</b>	<b>MONTHLY MINIMUM</b>	<b>MONTHLY MAXIMUM</b>
City Administrator/Public Works Director (hybrid position)	\$9,289	\$14,500
City Clerk/Human Resource Assistant (hybrid position)	\$6,299	\$9,448
Police Chief	\$6,268	\$9,404
Fire Chief	\$6,204	\$9,308
Assistant Police Chief	\$5,656	\$8,483
Assistant Public Works Director	\$5,371	\$8,049
Wastewater Treatment Plant Superintendent	\$5,319	\$7,978
City Treasurer	\$5,239	\$7,977
Fire Captain	\$5,185	\$7,779
Parks & Recreation Director	\$4,974	\$7,571
Library Director	\$4,366	\$6,550
Public Works Foreman	\$4,300	\$6,450
Public Works Assistant	\$3,637	\$5,455
Accounting Clerk	\$3,394	\$5,093
Utility Billing Clerk	\$3,206	\$4,880
Library Associate	\$3,052	\$4,646
Public Works Office Clerk	\$2,907	\$4,424
Receptionist	\$2,907	\$4,424
Police Clerk	\$2,907	\$4,424

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

<b>ITEM TITLE</b>  Resolution approving the Animal Control Agreement between the City of Grandview and the Yakima Humane Society	<b>AGENDA NO.:</b> New Business 4 (C)  <b>AGENDA DATE:</b> November 8, 2022
<b>DEPARTMENT</b>  Police Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

**DEPARTMENT DIRECTOR REVIEW**  
  
Kal Fuller, Police Chief 

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**CITY ADMINISTRATOR**  **MAYOR** 

**ITEM HISTORY** (Previous council reviews, action related to this item, and other pertinent history)  
  
The City of Grandview has contracted with the Yakima Humane Society for animal control services for many years. The recent agreement has been for fifteen (15) hours of work spread out over five (5) days a week.

**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 attached 2023 Animal Control Agreement with Yakima Humane Society is for \$39,600 per year. In the current draft budget the contract amount was estimated at \$35,000. There was also \$4,000 included for emergency kenneling which can be used. There are sufficient funds included in the draft budget to cover this proposed agreement.

**ACTION PROPOSED**  
  
Move a resolution approving the Animal Control Agreement between the City of Grandview and the Yakima Humane Society to a regular Council meeting for consideration.

# GRANDVIEW POLICE DEPARTMENT

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



KAL FULLER  
Chief of Police

**Date:** 11/01/22  
**To:** Cus Arteaga, City Administrator  
**From:** Kal Fuller, Chief of Police  
**Re:** Humane Society Contract for 2023

Attached is the proposed 2023 contract with the Yakima Humane Society.

As I mentioned during the budget process, the Society was working on updating the contract but did not have one available for me until now.

The contract amount I estimated and included in my 2023 draft budget was \$35k. I also included \$4k for kenneling fees. The final amount on the Society contract is \$39,600. There is currently just enough in my draft budget to cover the full contract amount. If there are any excess kenneling fees during next year, I will have to pull them from another fund or do a budget amendment late in 2023.

Since there is no alternative to the Humane Society, I believe this is a reasonable price to meet Grandview's needs.

I submit this contract for review and council approval.

**RESOLUTION NO. 2022-\_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING THE ANIMAL CONTROL AGREEMENT BETWEEN THE CITY OF  
GRANDVIEW AND THE YAKIMA HUMANE SOCIETY**

**WHEREAS**, the City of Grandview and Yakima Humane Society have agreed upon the terms set forth in an Animal Control Agreement; and,

**WHEREAS**, the City Council of the City of Grandview has determined that approving said Animal Control Services Agreement is in the best interest of the residents of the City of Grandview, and will promote the general health, safety and welfare,

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

The Mayor is hereby authorized to enter into an Animal Control Services Agreement with the Yakima Humane Society in the form attached hereto and incorporated herein by this reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on \_\_\_\_\_, 2022.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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



## **ANIMAL CONTROL AGREEMENT**

This agreement is made and entered into by and between the CITY OF Grandview, a Washington municipal corporation (hereinafter the "City") and the YAKIMA HUMANE SOCIETY, a non-profit corporation (hereinafter the Humane Society).

WHEREAS, the Humane Society operates an animal shelter to shelter animals impounded by the City's Animal Control Officers; and

WHEREAS, the City of Grandview requires the use of an animal shelter to shelter animals impounded by the City's Animal control officers; and

WHEREAS, the City has previously contracted with the Humane Society for the boarding of impounded animals and other services at the Humane Society's animal shelter; and

WHEREAS, the Humane Society is willing to continue providing said animal shelter services to the City in accordance with the terms and conditions of this Agreement; and

WHEREAS, the City Council has determined that it is in the best interest of the City to enter into a contract for continued animal shelter services in accordance with the terms and conditions of the attached agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the City and the Humane Society as follows:

### **1. Animal Shelter Services**

a. **Impounded Animals.** On delivery by the City, the Humane Society shall board all animals impounded by the City's Animal control officers at its animal shelter located at 2405 West Birchfield Road. The Humane Society shall keep accurate records of all animals impounded by the City's Animal Control officers that are delivered to its animal shelter. The Humane Society shall submit a monthly report of all animals impounded, the date delivered to the animal shelter, the number of days impounded, the date of release, and/or the date euthanized.

b. **Stray Animals.** The Humane Society shall keep accurate records of all stray animals picked up within the City limits and delivered to its animal shelter.

c. **Owner Surrendered Animals.** The Humane Society shall also keep accurate records on all owner-surrendered animals accepted at its animal shelter and originating within the City limits.

d. **Unclaimed Animals.** Unclaimed animals impounded by the City and delivered to the animal shelter shall become the property of the Humane Society. All dogs without any form of ID (License, ID Tag, Microchip etc.) will be held for three (3) days. All dogs with some form of

ID (license, ID Tag, microchip etc.) will be held for five (5) days excluding Wednesdays and major holidays.

e. **Disposal of Dead Animals.** Upon delivery by the City, the Humane Society shall properly dispose of all dead animals (dogs, cats, and other animals of similar size) picked up by the City's Animal Control officer. The Humane Society shall provide a means of proper disposal for these dead animals at no additional cost to the City.

f. **Redemption of Animals.** The owner of any redeemed animal shall be responsible for the boarding charges and impound fees for such animal. The City shall not be responsible to the Humane Society for any fee in connection with a redeemed animal, with the exception of the \$15/day fee incurred in cases of legal holds in which an animal stays at the shelter after the ten-day mandatory period. In cases where the animal is redeemed after a legal hold, the owner shall reimburse the City directly.

g. **Collection of fees/fines.** The Humane Society shall collect from the owner of any redeemed animal the appropriate license fees and such amounts of money required by City law plus a \$5.00 agent fee. The Humane Society shall not release an unlicensed animal to an owner that resides within the City until a license has been purchased with the appropriate copies of the license distributed to the owner and the City, and the license tag delivered to the animal owner.

h. **Treatment of Animals.** The Humane Society shall, at all times, both during and after the impound period, treat animals delivered by the City to its animal shelter in a humane manner. The Humane Society may euthanize, in a humane manner, any animal delivered to its animal shelter by the City, which obviously has a contagious disease, is so injured that it cannot be helped with medical treatment or is otherwise unadoptable due to behavioral issues.

i. **Forms and Costs of Printing.** The City will furnish to the Humane Society all forms used in licensing to include the tags.

j. **Records Retention.** The records relating to this Agreement must be made available to the City and are City of Grandview records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records related to this Agreement must be retained by the Humane Society for a minimum of 6 years after the end date or termination of this Agreement. The records shall at all times be subject to inspection by and with the approval of the City of Grandview, and will be provided to the City upon the city's request. This Section shall survive the termination of this Agreement.

k. **Legal Holds.** The City will pay 15.00 per day for sheltering an animal, if the animal is required to stay at the shelter after the ten-day mandatory legal hold and the hold is caused by the City. This is an additional charge to this contract to be paid monthly, at the end of the following month after the month in which the charge is incurred. Costs incurred due to a hold beyond the hold duration specified by the City Animal Control officer will be the responsibility of the Humane Society. It will be the responsibility of the Humane Society to keep track of the

duration of a hold, unless the hold duration is extended by the City beyond the time determined by the Animal Control officer at the time of intake.

**2. City Animal Control Officer Duties**

- a. The Animal Control Officer shall respond to and initiate investigation of complaints, gather evidence statements and photographs, issue necessary citations, compile reports and appear in Municipal Court as needed.
- b. The Officer shall patrol within designated areas, picking up dead, injured, stray, abandoned and/or unlicensed animals, as appropriate.
- c. The Officer will work a five (5) day fifteen (15) hour workweek from Monday through Friday within an assigned area of Grandview. Hours will be assigned by the City of Grandview in a manner allowing the ability to assist other Animal Control Officers outside of the assigned area.

**3. Humane Society Standby Coverage.**

- a. Animal Control officers would respond outside the shelter's regular working hours for sick/injured, vicious or agency assistance only. Standby Coverage is billed at \$300.00 a month
- b. Should an after hour emergency arise the call would be directed to the Society at: **509-930-4907**.
  - i. Definition: Sick/Injured are animals unable to ambulate on their own. Vicious are animals that have attacked humans not living in the home. Agency assistance occurs when police officers of Grandview need an animal picked up due to the owner being arrested or death of the owner.

**4. Consideration.**

Effective January 1, 2023, the City of Grandview agrees to compensate the Humane Society Three Thousand Dollars (\$3,000.00) monthly for housing services of the animals and 15 hours of Animal Control coverage per week. and Three Hundred Dollars (\$300.00) monthly for on-call services for a total of Three Thousand Three Hundred (\$3,300.00) a month with an annual amount of Thirty Nine Thousand Six Hundred (\$39,600.00).

**Term of Agreement.** The term of this agreement shall commence on January 1, 2023, and shall continue automatically for additional annual terms upon the same terms and conditions set forth herein, unless either party gives the other written notice not later than August 31 of any year of its desire to terminate this Agreement. Such termination may be without cause and shall be effective on the last day of December of the year of such notice, and payments by the City of the months of September through December of

that year shall be at the rates applicable to the existing agreement. Additionally, either party has the right to terminate this Agreement for cause in accordance with Section 20 of the Agreement.

5. **Status of Humane Society.** The Humane Society and the City understand and expressly agree that the Humane Society is an independent contractor in the performance of each and every part of this Agreement. The Humane Society and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement.
6. **Taxes and Assessments.** The Humane Society shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement, the Humane Society shall pay the same before it becomes due.
7. **Nondiscrimination Provision.** During the performance of this Agreement, the Humane Society shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, sex, race, creed, religion, color, national origin, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Agreement.
8. **Compliance with Law.** The Humane Society agrees to perform all services under and pursuant to this Agreement in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local or otherwise.
9. **No Insurance.** It is understood that the City does not maintain liability insurance for the Humane Society and/or its employees.
10. **No Conflict of Interest.** The Humane Society represents that neither it nor its employees have any interest and shall not hereafter acquire an interest, direct or indirect, which would conflict in any manner of degree with the performance of this Agreement. The Humane Society further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.

**11. Indemnification and Hold Harmless.** The Humane Society agrees to protect, defend, indemnify, exonerate, and hold harmless the City, its elected and appointed officials, agents, officers, and employees (hereafter "parties protected") from (1) any and all claims, demands, liens, lawsuits, administrative and other proceedings, and (2) any and all judgments, awards, losses, liabilities, damages (including punitive or exemplary damages), penalties, fines, costs and expenses (including legal fees, costs, and disbursements) for, and arising out of, or related to any actual or alleged death, injury, damage or destruction to any person or any property (including but not limited to any actual or alleged violations of civil rights) to the extent solely or concurrently caused by, arising out of, or related to any actual or alleged act, action, default, or omission (whether intentional, willful, reckless, negligent, inadvertent, or otherwise) resulting from, arising out of, or related to the Humane Society's provision of services, work or materials pursuant to this Agreement.

**12. Humane Society Insurance.**

- (a) **Commercial Liability.** On or before the date this Agreement is executed, the Humane Society shall provide the City with a certificate or insurance as proof of liability insurance in the amount of Two Million Dollars (\$2,000,000.00) that clearly states who the provider is, the amount of coverage, the policy number, and when the policy and the provisions provided are in effect (any statement in the certificate to the effect of "this certificate is issued as a matter of information only and covers no right upon the certificate holder" shall be deleted). Said policy shall be in effect for the duration of this Agreement. The policy shall name the City, its elected officials, officers, agents, and employees as additional insured's and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.
- (b) **Worker's Compensation.** The Humane Society agrees to pay all premiums provided for by the Worker's Compensation Act of the State of Washington. Evidence of the Humane Society's workers' compensation coverage will be furnished to the City. The Humane Society holds the City harmless for any injury or death to the Humane Society's employees while performing this Agreement.
- (c) **Umbrella policy.** The Humane Society shall provide the City with a certificate of insurance as proof of an umbrella insurance policy with a total minimum liability limit of One Million Dollars (\$1,000,000.00). The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall continue in effect for the duration of the Agreement. The policy shall name the City, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving

the City thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability or any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

13. **Delegation of Services.** The services provided for herein shall be performed by the Humane Society, and no other person other than regular associates or employees of the Humane Society shall be engaged upon such work or services except upon written approval of City.
14. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Humane Society to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the Humane Society as stated herein.
15. **Severability.** If any portion of this Agreement is changed per mutual agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
16. **Modification of Agreement.** If either party desires to change or modify this Agreement, such party shall give written notice to the other not later than August 31st or of any year of its desire and if a new agreement has not been reached by the following January 1<sup>st</sup>, the Agreement shall terminate on the following March 31<sup>st</sup>.
17. **Integration.** This written document constitutes the entire agreement between the City and the Humane Society. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties. This Agreement supersedes any and all previous agreements between the parties.
18. **Non-Waiver.** The Waiver by the Humane Society or the City of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach by either party or prevent either party thereafter enforcing any such provision.
19. **Termination for Cause.** In the event that either party breaches or defaults with respect to any of its duties, obligations and conditions of this Agreement, the other party shall be entitled to terminate this Agreement by providing the breaching/defaulting party with a written termination notice thirty (30) calendar days in advance of the effective termination date. The notice shall describe how the other party is in breach/default of this

Agreement. The preaching/defaulting party shall have the right to cure such breach/default during the thirty (30) day notice period.

- 20. This contract does not include services for feral or community cats.
  - a. Definition: Feral are free roaming cats that are not owned and are unable to touch. Community cats are un-owned cats that live outdoors in the community. They may be friendly but have no owners.

- 21. **Notices.** Unless stated otherwise here, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY:

City of Grandview  
Chief of Police  
207 W. 2nd Street  
Grandview, WA 98930

TO HUMANE SOCIETY:

Yakima Humane Society  
Sheryl Haga  
2405 W. Birchfield Road  
Yakima, WA 98901

or to other such addresses as the parties may hereafter designate in writing. Notice and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when mailed or hand delivered at the addresses specified above.

- 1. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
- 2. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.
- 3. **Venue.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Yakima County, Washington.

EXECUTED this \_\_\_ day of \_\_\_\_\_, 2022

CITY OF Grandview

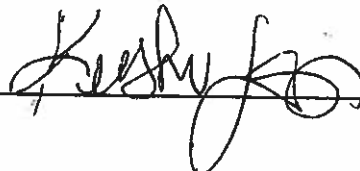
YAKIMA HUMANE SOCIETY

By: \_\_\_\_\_

By:   
Sheryl Haga, Executive Director

ATTEST:

By: \_\_\_\_\_

By: 

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

<b>ITEM TITLE:</b>  Resolution approving the final plat of Grandridge Estates – Phase 10 located on Grandridge Road	<b>AGENDA NO.</b> New Business 4 (D)  <b>AGENDA DATE:</b> November 8, 2022
<b>DEPARTMENT</b>  Public Works Department	<b>FUNDING CERTIFICATION</b> (City Treasurer) (If applicable)

**DEPARTMENT DIRECTOR REVIEW**  
  
 Cus Arteaga, City Administrator/Public Works Director

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

At the March 24, 2020 meeting, Council adopted Resolution No. 2020-13 approving the Grandridge Estates Subdivision 227-lot preliminary plat.

Following approval of the preliminary plat, the developer proceeded with the infrastructure improvements for Grandridge Estates subject to the conditions as outlined in the Hearing Examiner’s report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. Phase 1 consisting of 25 lots was approved by the Council on September 8, 2020. Phase 2 consisting of 47 lots was approved by the Council on November 10, 2020. Phase 4 consisting of 22 lots was approved by the Council on April 13, 2021. Phase 8 consisting of 27 lots was approved by Council on November 9, 2021. Phase 9 consisting of 33 lots was approved by Council on April 12, 2022.

**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 infrastructure improvements for Grandridge Estates Phase 10 consisting of 32 lots has been completed to the City’s standards. The final plat map for Phase 10 is attached for review.

**ACTION PROPOSED**

Move a resolution approving the final plat of Grandridge Estates – Phase 10 located on Grandridge Road to a regular Council meeting for consideration.



**RESOLUTION NO. 2022-57**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
APPROVING THE FINAL PLAT OF GRANDRIDGE ESTATES – PHASE 10  
LOCATED ON GRANDRIDGE ROAD**

**WHEREAS**, the developer, Dan Swanson d/b/a KDS Development, Inc., applied for preliminary plat approval for a 227-lot residential subdivision designated as Grandridge Estates; and,

**WHEREAS**, on March 24, 2020, Council adopted Resolution No. 2020-13 approving Grandridge Estates Subdivision 227-lot preliminary plat subject to conditions outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements; and,

**WHEREAS**, the developer has completed the infrastructure improvements for Grandridge Estates – Phase 10 per the City's standards,

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

**Section 1.** The final plat known as Grandridge Estates – Phase 10 is approved.

**Section 2.** The Mayor is hereby authorized to sign the final plat, a copy of which is attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 8, 2022.

**MAYOR**

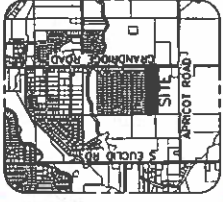
\_\_\_\_\_  
**ATTEST:**

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

**APPROVED AS TO FORM:**

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

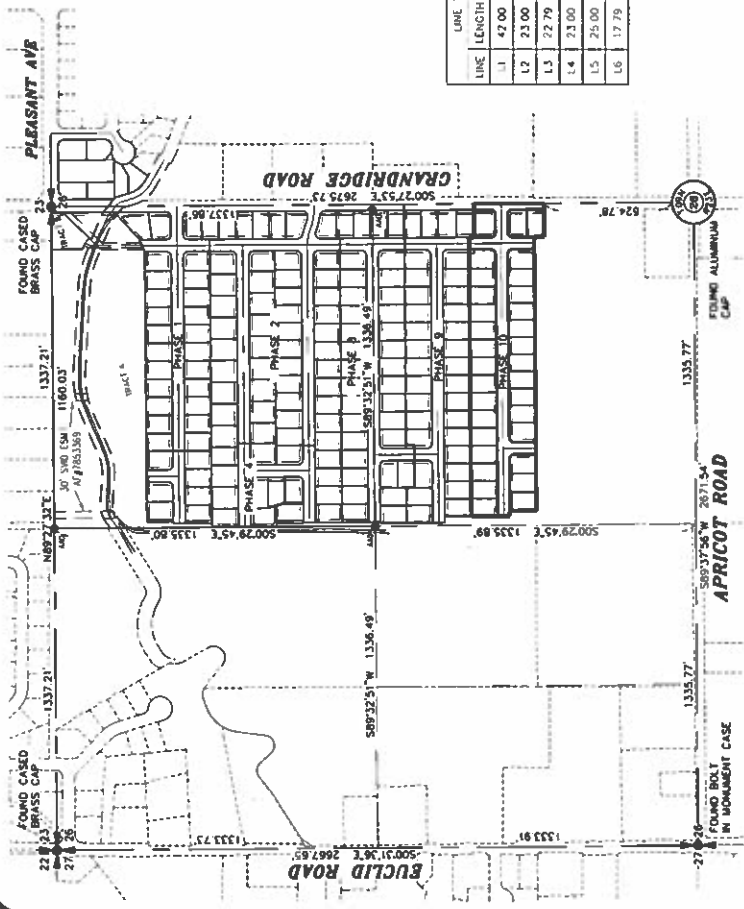
THE FINAL PLAT OF  
**GRANDRIDGE ESTATES - PHASE 10**  
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,  
 YAKIMA COUNTY, WASHINGTON



VICINITY SKETCH  
 NOT TO SCALE

CURVE	LENGTH	RADIUS	A	CH DIR	CHORD
C1	31.42	20.00	90°00'00"	N44°32'07"E	28.28
C2	31.42	20.00	90°00'00"	N45°27'53"W	28.28
C3	31.42	20.00	90°00'00"	S44°32'07"W	28.28
C4	31.42	20.00	90°00'00"	S45°27'53"E	28.28
C5	31.42	20.00	90°00'00"	N44°32'07"E	28.28
C6	31.42	20.00	90°00'00"	N45°27'53"W	28.28
C7	31.42	20.00	90°00'00"	S44°32'07"W	28.28
C8	31.42	20.00	90°00'00"	N45°27'53"W	28.28

LINE	LENGTH	DIRECTION
L1	47.00	S00°27'53"E
L2	23.00	S89°32'07"W
L3	22.79	N00°27'53"W
L4	23.00	N89°32'07"E
L5	25.00	S00°27'53"E
L6	17.79	S00°27'53"E



- RIGHT-OF-WAY AND EASEMENT NOTES
- ⊗ = HERETY DEDICATED RIGHT-OF-WAY
  - ⊙ = PUBLIC UTILITY EASEMENT
  - ⊚ = IRRIGATION EASEMENT
  - ⊛ = EXISTING EASEMENT LINES
  - ⊜ = PUBLIC UTILITY EASEMENT, GRANDRIDGE ESTATES PHASE 9
  - ⊝ = IRRIGATION EASEMENT, GRANDRIDGE ESTATES PHASE 9

BEARING	DISTANCE	NORTH	SOUTH	EAST	WEST
N00°27'53"W	289.21	289.2005	0.0000	0.0000	2.3457
S89°32'07"W	140.00	0.0000	1.1357	0.0000	1.39.9954
N00°27'53"W	140.00	0.0000	0.0000	1.4000	0.0000
S89°32'07"W	154.00	0.0000	0.0000	0.0000	1.184.9619
S00°27'53"E	160.00	0.0000	159.9947	1.2977	0.0000
N89°32'07"E	23.00	0.1866	0.0000	22.9992	0.0000
S00°27'53"E	110.00	0.0000	109.9864	0.8922	0.0000
N89°32'07"E	1136.00	9.2154	0.0000	1135.9826	0.0000
S00°27'53"E	42.00	0.0000	41.9986	0.3405	0.0000
N89°32'07"E	140.00	322.3274	322.3274	1.101.4878	1.101.4878



SCALE 1" = 300'

- LEGEND
- SET 5/8" REBAR W/ BLUE PLASTIC CAP
  - ⊙ FOUND AS INDICATED - 46886
  - ⊚ FOUND 5/8" REBAR W/ ORANGE PLASTIC CAP MARKED "STATION AND 38021"
  - ⊛ FOUND 5/8" REBAR W/ BLUE PLASTIC CAP
  - ⊜ FOUND MONUMENT MARKED "46886"
  - ⊝ FOUND MONUMENT AS INDICATED
  - ⊞ SET CAGED BRASS CAP MARKED "46886"

- PLAT FOR SDC
- ⊚ PROPERTY BOUNDARY
  - ⊛ CENTERLINE
  - ⊜ G.I.S. PARCELS

**PLAT FOR SDC**

STATION SURVEYING & MAPPING P.C.  
 313 NORTH WYOMING STREET  
 YAKIMA, WA 98901  
 TEL: (509) 225-7343 FAX: (509) 225-7344  
 5628PZ.DWG © 2022  
 DATE: 10/18/22 SHT. 1 OF 4  
 DRAWN BY: DC JOB # 5622

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_ AT \_\_\_\_\_ M. UNDER YAKIMA COUNTY AUDITORS FILE NO. \_\_\_\_\_ AT THE REQUEST OF DEREK C. INGALSBIE, P.L.S.

TAYAMA COUNTY AUDITOR \_\_\_\_\_ DEPUTY

INDEX

X	Y	SEC.	T.	R.
		26	DN	23E

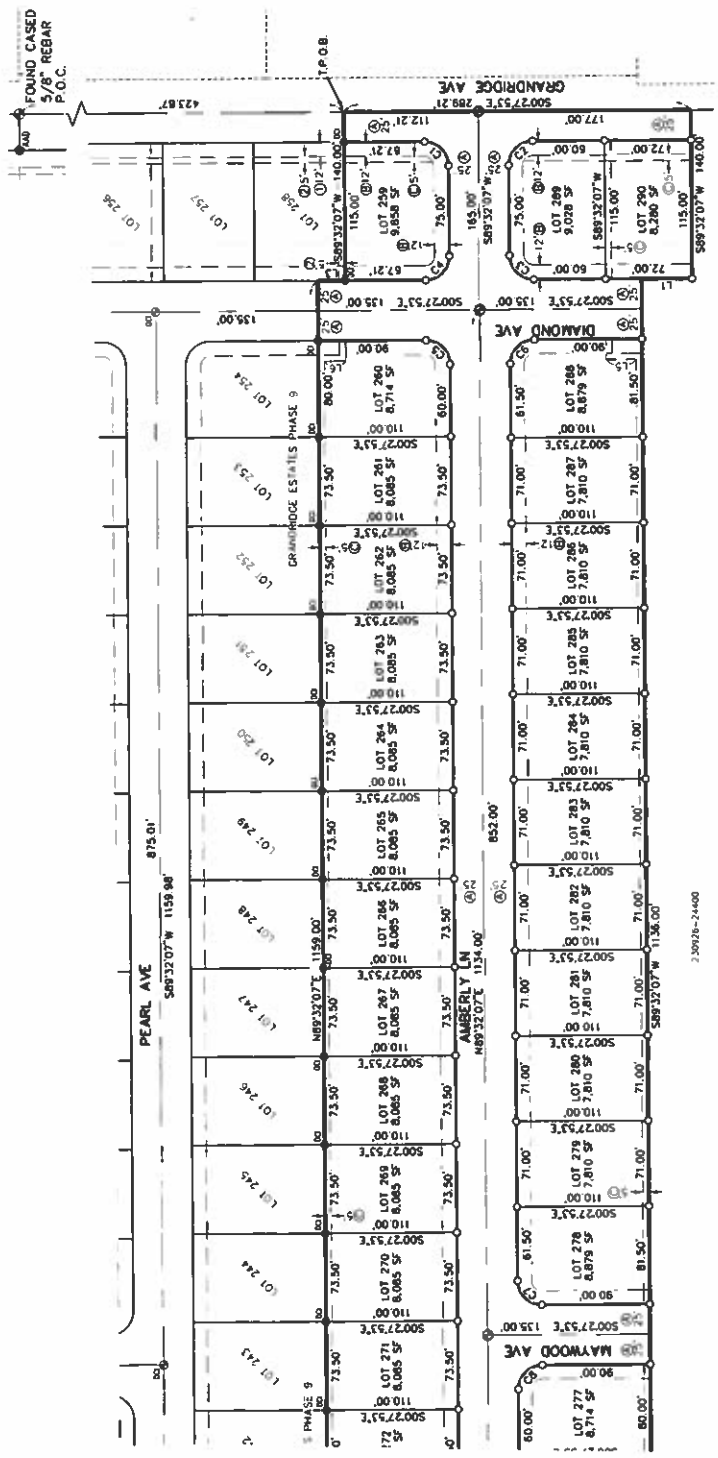


**SURVEYOR'S CERTIFICATE:**

I, DEREK C. INGALSBIE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PART OF GRANDRIDGE ESTATES PHASE 10, AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED HEREON, THAT ALL CORNERS AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS BASED ON THE GROUND AS INDICATED HEREON.

DEREK C. INGALSBIE 1546886 DATE \_\_\_\_\_

THE FINAL PLAT OF  
**GRANDRIDGE ESTATES - PHASE 10**  
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,  
 YAKIMA COUNTY, WASHINGTON



**STRATTON SURVEYING & MAPPING P.C.**  
 413 NORTH WOODWAY STREET  
 YAKIMA, WA 98901-3434  
 FAX (509) 750-6560  
 www.strattonmappers.com

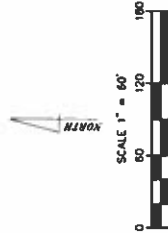
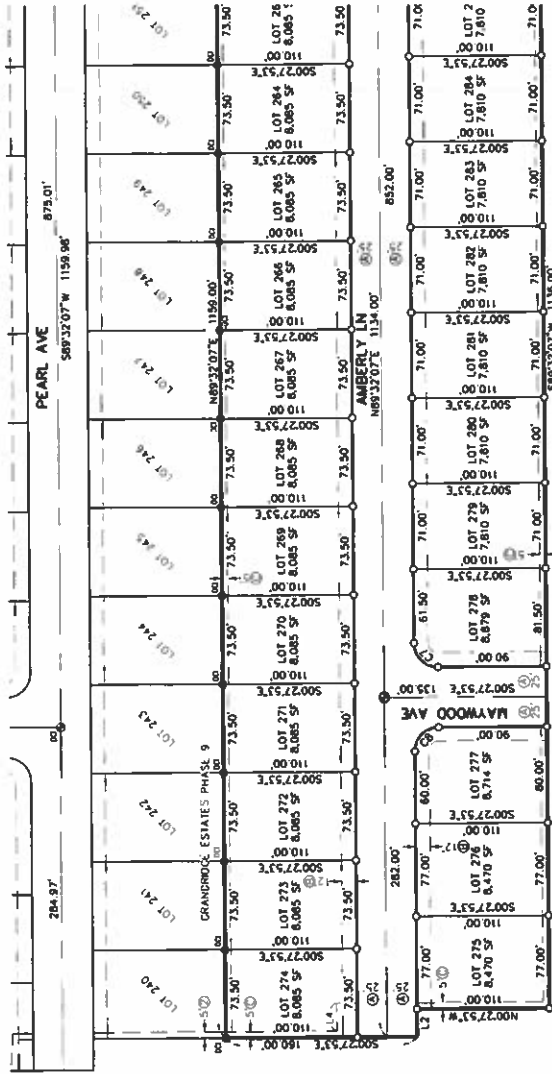
DATE 10/18/22  
 SHEET 2 OF 4  
 DRAWN BY: DG  
 JOB # 5622

**AUDITOR'S CERTIFICATE**  
 FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 20\_\_\_\_ AT \_\_\_\_\_ M. UNDER YAKIMA  
 COUNTY AUDITORS FILE NO. \_\_\_\_\_ AT THE  
 REQUEST OF DEBRA C. HIGLSEB, P.L.S.  
 YAKIMA COUNTY AUDITOR DEPUTY



DRAWN BY: \_\_\_\_\_  
 PLAT FOR \_\_\_\_\_  
 SDC

THE FINAL PLAT OF  
**GRANDRIDGE ESTATES - PHASE 10**  
 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M.,  
 YAKIMA COUNTY, WASHINGTON



**STRATTON SURVEYING & MAPPING P.C.**  
 23 NORTH WYOMING STREET  
 P.O. BOX 234  
 WACARUS, WA 98150  
 FAX (509) 735-5560  
 strattonsurveying.com

DATE: 10/16/22  
 SHEET 3 OF 4  
 DRAWN BY: DCG  
 JOB # 5622

**AUDITOR'S CERTIFICATE**  
 FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_  
 20\_\_\_\_ AT \_\_\_\_\_ M. UNDER YAKIMA  
 COUNTY AUDITORS FILE NO. \_\_\_\_\_ AT THE  
 REQUEST OF ODEREK C. HIGALSBY, P.L.S.

YAKIMA COUNTY AUDITOR \_\_\_\_\_ DEPUTY \_\_\_\_\_



DRAFT  
 PLAT FOR  
 SDC

**DESCRIPTION**

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 09 NORTH, RANGE 23 EAST, W.M., YAKIMA COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 26  
THENCE SOUTH 00°27'53" EAST ALONG THE EASTERLY LINE OF SAID QUARTER 423.87 FEET TO THE SOUTHERLY LINE OF THE PLAT OF GRANDRIDGE PHASE 9 AND THE TRUE POINT OF BEGINNING,  
THENCE SOUTH 89°32'07" WEST ALONG SAID SOUTHERLY LINE 140.00 FEET,  
THENCE SOUTH 89°32'07" WEST ALONG SAID LINE 22.79 FEET,  
THENCE SOUTH 89°32'07" WEST ALONG SAID LINE 1159.00 FEET TO THE SOUTHWEST CORNER OF SAID PLAT,  
THENCE SOUTH 00°27'53" EAST 160.00 FEET,  
THENCE NORTH 89°32'07" EAST 23.00 FEET,  
THENCE SOUTH 00°27'53" EAST 110.00 FEET,  
THENCE SOUTH 00°27'53" EAST 41.00 FEET,  
THENCE NORTH 89°32'07" EAST 140.00 FEET TO THE EASTERLY LINE OF SAID QUARTER,  
THENCE NORTH 00°27'53" EAST ALONG SAID EASTERLY LINE 289.21 FEET TO THE SAID TRUE POINT OF BEGINNING  
CONTAINS 8.05 ACRES

TOGETHER WITH AND SUBJECT TO EASEMENTS, RESERVATIONS, COVENANTS AND RESTRICTIONS, OF RECORD AND IN VIEW

**DEDICATION AND WAIVER OF CLAIMS**

WE, THE UNDERSIGNED, HEREBY CERTIFY THAT WE ARE ALL PARTIES HAVING OWNERSHIP INTEREST IN THE LAND HEREON DESCRIBED, HAS WITH THE FREE CONSENT OF SAID PARTIES AND IN ACCORDANCE WITH THEIR DESIRE HEREBY DEDICATED AND WAIVED ALL CLAIMS AND RIGHTS TO SAID LAND AND TO THE PUBLIC UTILITIES AND RIGHTS OF ITSELF AND ITS SUCCESSORS IN INTEREST ALL CLAIMS FOR DAMAGES AGAINST THE CITY OF GRANDVIEW AND ANY OTHER GOVERNMENTAL AUTHORITY WHICH MAY BE OCCASIONED TO THE ADJACENT LAND BY THE DEDICATION OF SAID RIGHTS AND INTERESTS AND TO DEDICATED RIGHT-OF-WAY AND DOES HEREBY WAIVE ALL CLAIMS AND RIGHTS AGAINST THE CITY OF GRANDVIEW FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT

CHARVET BROTHERS FARMS

**ACKNOWLEDGEMENT**

SIGNED \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT THE PERSON WHO APPEARED BEFORE ME AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SAID INSTRUMENT AND ACKNOWLEDGED IT AS THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT

DATED \_\_\_\_\_  
PRINTED: NOTARY PUBLIC \_\_\_\_\_  
MY APPOINTMENT EXPIRES \_\_\_\_\_  
SIGNED: NOTARY PUBLIC \_\_\_\_\_

NOTARY STAMP  
BLACK INK ONLY

**IRRIGATION APPROVAL**

HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS LOCATED WITHIN THE BOUNDARIES OF THE CITY OF GRANDVIEW, THAT THE IRRIGATION EASEMENTS SHOWN ON THIS PLAT OF GRANDRIDGE ESTATES PHASE 9 ARE ADEQUATE TO SERVE ALL LOTS WITHIN THE PLAT OF GRANDRIDGE ESTATES PHASE 9 AND THAT THE IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 5817.140, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20\_\_\_\_A.D.

GRANDVIEW CITY PUBLIC WORKS DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

**SVD R-O-W NOTE**

THE SVD R-O-W SHOWN HEREON WAS DERIVED BY AS-BUILDING SURVEYING AND MAPPING, INC. FROM AERIAL PHOTO DATED 1996. PRIOR TO THE SURVEY, AERIAL PHOTO DATED 1996, PRIOR TO THE BUREAU OF LAND MANAGEMENT, THE LAST LAM OF THE LATELAL WAS MARKED BY THE SURVEY DATA SHOWN ON SPW 7718183 AND THE PLAT OF PLEASANT RIDGE HOMES SUBDIVISION

**CITY NOTES**

- 1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND MAPPING P.C. FOR ANY ENCUMBRANCES, EASEMENTS, OR INTERESTS. A TITLE SEARCH REPORT PREPARED BY STRATTON TITLE COMPANY, ORDER NUMBER \_\_\_\_\_, DATED \_\_\_\_/\_\_\_\_/\_\_\_\_, OF WHICH WAS RELIED UPON TO PLAT SAID ITEMS.
- 2. STRATTON SURVEYING AND MAPPING MAKES NO WARRANTIES AS TO MATTERS OF UNWRITTEN TITLE, SUCH AS, ADVERSE POSSESSION, ACQUESCENCE, ESTOPPEL, ETC.

**NOTES**

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND MAPPING P.C. FOR ANY ENCUMBRANCES, EASEMENTS, OR INTERESTS. A TITLE SEARCH REPORT PREPARED BY STRATTON TITLE COMPANY, ORDER NUMBER \_\_\_\_\_, DATED \_\_\_\_/\_\_\_\_/\_\_\_\_, OF WHICH WAS RELIED UPON TO PLAT SAID ITEMS.

**THE FINAL PLAT OF GRANDRIDGE ESTATES - PHASE 10 N.W. 1/4 OF SEC. 26, T.09N., R.23E., W.M., YAKIMA COUNTY, WASHINGTON**

**APPROVALS**

APPROVED BY THE CITY COUNCIL OF THE CITY OF GRANDVIEW, WASHINGTON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

CITY MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
ATTEST: CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

APPROVED AS TO THE SURVEY DATA LAID OUT BY STRIET, ALLEYS AND OTHER RIGHT-OF-WAYS SHOWN HEREON DATED \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

GRANDVIEW CITY PUBLIC WORKS DIRECTOR \_\_\_\_\_

**CITY TREASURERS CERTIFICATE**

HEREBY CERTIFY THAT ALL CONCEALABLE RECORDS AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR \_\_\_\_\_ A.D. TAX PARCEL NO. 2.092824400

CITY OF GRANDVIEW TREASURER \_\_\_\_\_ DATE \_\_\_\_\_

**COUNTY TREASURERS CERTIFICATE**

HEREBY CERTIFY THAT ALL CONCEALABLE RECORDS AND SPECIAL ASSESSMENTS COLLECTIBLE BY THIS OFFICE THAT ARE DUE AND OWING ON THE PROPERTY DESCRIBED HEREON HAVE BEEN PAID TO AND INCLUDING THE YEAR \_\_\_\_\_ A.D. TAX PARCEL NO. 2.092824400

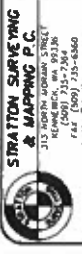
YAKIMA COUNTY TREASURER \_\_\_\_\_

**AUDITOR'S CERTIFICATE**

FILED FOR RECORD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ AT \_\_\_\_\_ M. UNDER YAKIMA COUNTY AUDITORS FILE NO. \_\_\_\_\_ AT THE REQUEST OF DEBEE C. MCALISTER, P.L.S.



DRAFT



STRATTON SURVEYING & MAPPING P.C.  
313 NORTH ADAMS STREET  
GRANDVIEW, WA 98942  
TEL: (509) 735-7346  
FAX: (509) 735-6860  
stratton@strattonsurvey.com

PLAT FOR SDG

542297.DWG © 2022  
DATE: 10/18/22 SPT # of 4  
DRAWN BY: DCG JOB # 5622

# MENKE JACKSON BEYER, LLP

Attorneys at Law

807 NORTH 39<sup>TH</sup> AVENUE • YAKIMA, WASHINGTON 98902  
(509) 575-0313 • FAX: (509) 575-0351

ANTHONY F. MENKE  
KIRK A. EHLIS  
KENNETH W. HARPER  
QUINN N. PLANT  
SEANN M. MUMFORD  
AZIZA L. FOSTER

*Of Counsel*  
ROCKY L. JACKSON  
G. SCOTT BEYER

November 3, 2022

Mayor Gloria Mendoza  
CITY OF GRANDVIEW  
207 W. Second Street  
Grandview, WA 98930

RE: Update to Representation and Fee Agreement

Dear Mayor Mendoza:

Over the years, this law firm has specialized in providing legal services for cities, counties, towns, and special purpose districts. Because of our longstanding attorney-client relationships and the regular and ongoing need for legal services by our clients, we have traditionally been able to maintain reduced legal fee rates. In fact, our fee agreement with the City of Grandview has not increased since 2016.

Unfortunately, nationwide economic factors have caused the cost of living for our staff to increase dramatically over the past two years. The private sector rates in our region for similarly sophisticated work are considerably higher than the rates we charge our municipal clients.

Since 2016, our firm has performed general counsel services for the City of Grandview for a flat fee of \$4,000/month. This fee is predicated on the basis of an average hourly rate of \$200 per hour for a minimum of twenty (20) hours per month.

Effective January 1, 2023, the flat fee charged by my firm for general counsel services will increase to \$4,500 per month. This fee is predicated on the basis of an average hourly rate of \$225 per hour for a minimum of twenty (20) hours per month. The rate charged by attorneys in our office for work other than general counsel services will also increase to \$225 per hour.

We pride ourselves in providing the most efficient and cost effective services that are available to you. We know you have a choice when it comes to your legal work.

Please do not hesitate to contact me with any questions or input you have regarding this letter. On behalf of my partners, I would like to thank you for your continued trust in our firm.

Mayor Gloria Mendoza  
CITY OF GRANDVIEW  
November 3, 2022  
Page 2

Sincerely,

A handwritten signature in blue ink, appearing to read "Quinn N. Plant".

QUINN N. PLANT  
QNP/th

Enclosure