

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



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

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

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

**PAGE**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. NEW BUSINESS**
  - A. NLC Service Line Warranty Program by HomeServe – Dennis Lyon, Regional Director 1-27
  - B. Letter of Intent for Annexation & Rezone – Richard & Constance Peacock and Marlee Harris – 1710 and 1720 West King Street, Grandview, WA 28-39
- 4. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 5. MAYOR & COUNCILMEMBER REPORTS**
  - A. Sub-Committee Updates 40
- 6. ADJOURNMENT**

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

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

Join Zoom Meeting

<https://us06web.zoom.us/j/83733907259?pwd=To0ZxNxcctlamYKiBJNTqXeikPpDa.1>

To join via phone: +1 253 215 8782

Meeting ID: 837 3390 7259

Passcode: 876727

## Shane Fisher

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**From:** Dennis Lyon <Dennis.Lyon@homeserveusa.com>  
**Sent:** Tuesday, February 4, 2025 10:25 AM  
**To:** Shane Fisher  
**Subject:** NLC SLP Meeting Recap  
**Attachments:** Non-Royalty Agreement - City of Grandview-WA.pdf; Royalty agreement - City of Grandview-WA.pdf; Washington.pptx; 2 Product Staff Report.docx

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**CAUTION:** External Email

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Hi Shane,

Thank you again for taking time out of your day to discuss the National League of Cities (NLC) Service Line Program for the City of Grandview. I very much appreciate your consideration of our valuable program, and it was a pleasure speaking with you!

Attached is the presentation and staff report, along with copies of the Royalty and Non-royalty Marketing Agreements. The agreements include things like the scope of coverage, royalty for the City, indemnification for the City, and the pricing for residents.

As we discussed, this program costs the City nothing to participate, uses no City tax dollars, is voluntary for homeowners, requires no minimum participation, and is administered by us.

Once you have a chance to review the material and discuss, please don't hesitate to let me know if you have any questions or need any additional information. Also, as I mentioned, I would be delighted to be included in any upcoming meetings to answer any questions as they arise. I'm available to help! Additionally, I was thinking about when we discussed PR for the rollout and I thought it might be beneficial, when the time comes, to mention in the PR material that Sunnyside has had the program available since 2018, and Yakima since 2021.

The NLC Service Line Program helps residents understand their lateral line responsibilities *before* they have an unexpected issue and allows them to choose how they wish to prepare for these potentially expensive incidents. Our program increases the quality of life within your community by helping residents when they need it the most while also reducing the number of distress calls made to the City.

***We are the only service line program endorsed by the National League of Cities and we welcome the opportunity to serve the residents and the City of Grandview!***

Kindest regards,  
Dennis

**Dennis Lyon**

Regional Director

CT, NJ, DE, WI, MN, WA, OR, ID, UT, WY, MT, CO

C: 412.266.9545

[Click to Book a Meeting with Dennis!](#)

[Visit our website](#)

[Who am I? Where am I?](#)

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<http://www.homeserve.com>

# NLC Service Line Warranty Program

— by —

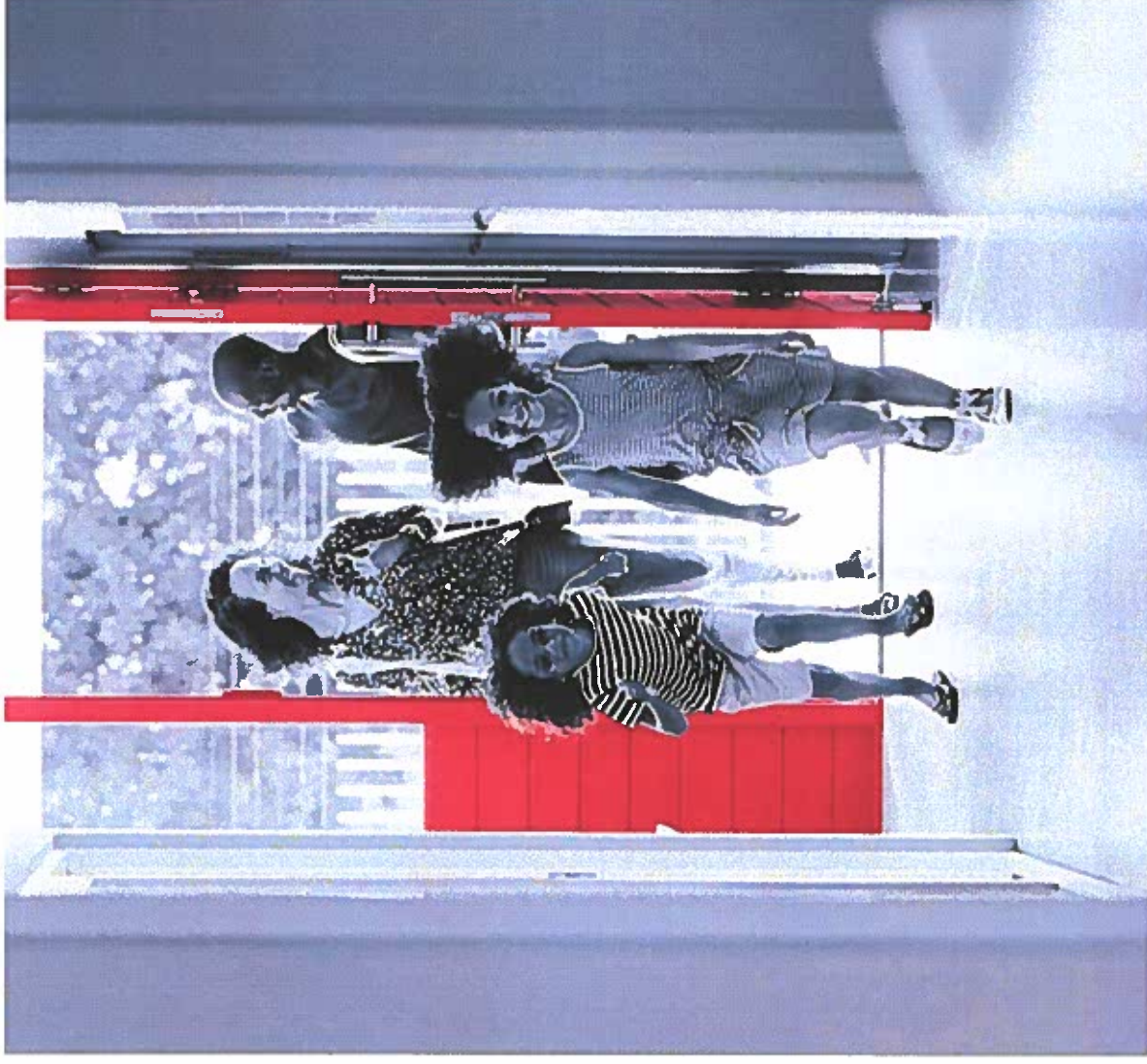


Dennis Lyon

Regional Director

[Dennis.Lyon@HomeServeUSA.com](mailto:Dennis.Lyon@HomeServeUSA.com)

412.266.9545



# NLC Service Line Warranty Program by HomeServe



Offering  
services for  
over 20 years



4.8 out of 5 stars  
customer  
satisfaction



Program endorsed  
since 2010



## HomeServe Key Statistics\*

- Over **4.8 million** customers
- Over **8.5 million** protection plans
- Over **1,250** municipal and utility partnerships
- Job serviced **every 34 seconds**
- Customer savings to date: **over \$2 Billion**

\* As of January 2023



*"The National League of Cities is proud to partner with this highly reputable and reliable program. Their exemplary record of customer service and transparency is what has driven the success of this partnership over the years."*

Clarence Anthony, Executive Director  
National League of Cities



# Aging Infrastructure

Challenging for cities and homeowners

**Lateral lines are subjected to the same elements as public lines**

- Ground shifting, fluctuating temperatures, tree root penetration, corrosion, and more

**Out of sight, out of mind**

- Water and sewer lines located outside, usually underground

**Failed lines waste thousands of gallons of water**

- Presents a potential environmental hazard

**Common homeowner misconceptions**

- City is responsible for maintenance of the water and sewer lines on their property
- Repairs are covered by their homeowner's policy



# Homeowners are unprepared for emergencies and expect solutions from the city/utility



78% of homeowners believe the utility provider should educate them on repairs and preventative measures. (Ipsos Public Affairs/HomeServe 2019)



56% of Americans can't cover a \$1,000 emergency expense with savings. (Bankrate 2022)



60% of homeowners with annual household incomes under \$50,000 a year reported **having \$500 or less or no money set aside** for a home repair emergency. (Harris Poll/HomeServe 2021)





# NLC Service Line Warranty Program Benefits

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- Only Service Line program endorsed by NLC and multiple state leagues
- No cost to municipality. No public funds used. Administered by us
  - Billing, Claims, Customer Service, and Contractor management
- Optional revenue share for municipality
- Free public awareness campaign
  - Educates residents
- Peace of mind – one call solution
- Repairs performed to code by licensed and vetted contractors

## 2 Separate Products

|  |   |
|--|---|
|  <p><b>External Water Line</b></p> <p>Up to \$8,500 per incident to repair/replace broken, cracked, or leaking exterior lines</p> |  <p><b>External Sewer Line</b></p> <p>Up to \$8,500 per incident to repair/replace broken, cracked, or clogged exterior lines</p> |
|--|---|



No annual or lifetime limits, deductibles, service fees, forms, or paperwork



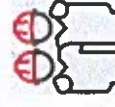
Homeowner opt in or out at any time - no penalty



Toll-free emergency number available 24 hours a day, 365 days a year



No pre-inspection - 30 day waiting period



Locally based, fully licensed and vetted contractors



Guaranteed repairs

## Program-Funded Direct Mail Communications

- No public funds used in marketing, distribution, or administration of the program
- Direct mail only - no telemarketing or door-to-door sales
- Up to 3 mailing campaigns per year
- Partner must review and approve marketing material before every campaign
- Marketing clearly states city does not provide program and is voluntary for homeowner
- City role: provide logo and approve material
- Economy of scale; transparency; maximize public education
- Can enroll by mail, phone, or web





# Solution for Residents and Municipalities

## Residents



Educates residents about their responsibility for exterior lines



Optional low-cost protection against potentially expensive water and sewer repairs



## Municipalities



Reduces calls to the City



Timely repairs reduce water loss from line breaks - use of local contractors infuses money into your local economy



Money saved by residents can be reinvested in your local economy

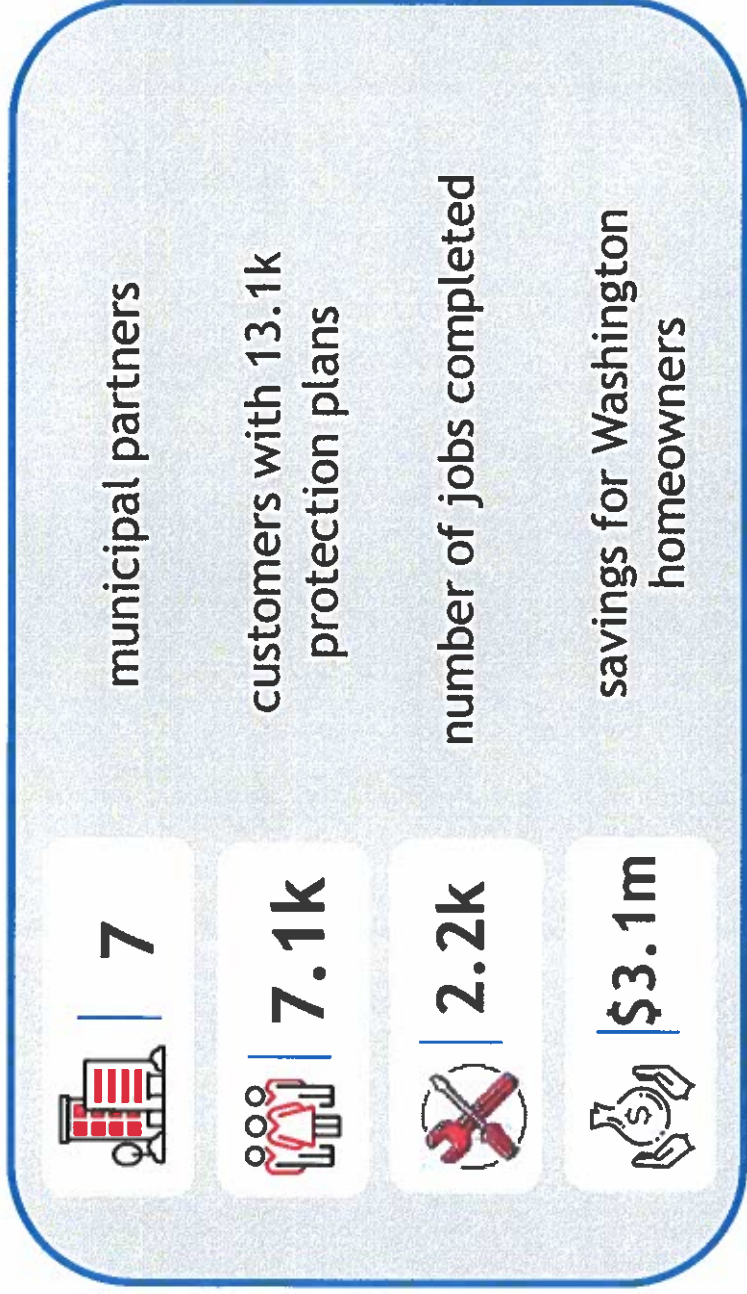


No cost for the City to participate, optional non-tax 10% revenue share per product, per month

# HomeServe in Washington



## Key Statistics



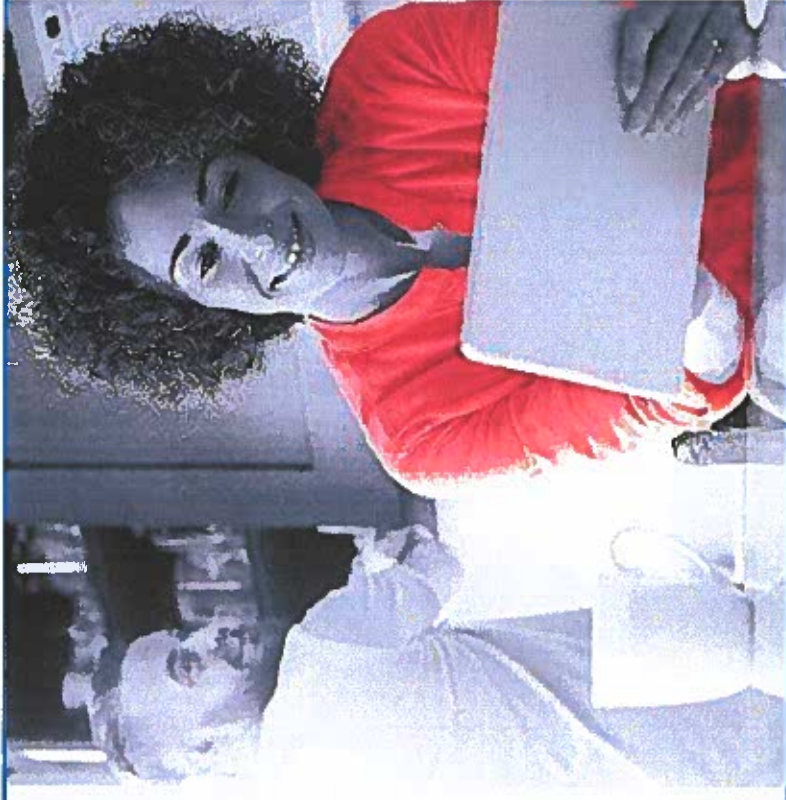
Helping homeowners in the following:

- City of Kelso
- City of DuPont
- City of Yakima
- City of Dayton
- City of College Place
- City of Sunnyside
- WA Water Company
- City of Battle Ground



# NLC Service Line Warranty Program Summary

The NLC Service Line Program helps residents understand their lateral line responsibilities *before* they have an unexpected issue and allows them to choose how they wish to prepare for these potentially expensive incidents. Our program increases the quality of life within your community by helping residents when they need it the most, while also reducing the number of distress calls made to the City.



## Our Promise:

We will be a trusted steward  
of your brand and reputation.

## Questions?

For more information contact:

**Dennis Lyon**

**Regional Director**

**[Dennis.Lyon@HomeServeUSA.com](mailto:Dennis.Lyon@HomeServeUSA.com)**

**412.266.9545**

MLC Service Line  
Warranty Program by **HomeServe**



**RECOMMENDATION:** It is recommended that the City authorize Administration, or their designee, to enter into the royalty/non-royalty marketing agreement with Utility Service Partners, Inc. (USP) for an initial term of three (3) years, subject to City Attorney review with an additional (1) year renewal.

**BACKGROUND:** The National League of Cities (NLC) Service Line Warranty Program, offered by Utility Service Partners, a HomeServe Company, was conceived in partnership with the National League of Cities to educate property owners about their service line responsibilities and to help residents avoid the out-of-pocket expense for unanticipated and potentially costly service line repairs and replacements. Our program, the only one of its kind endorsed by the NLC, will help the City to achieve its goals by:

- Providing homeowners affordable protection against significant and unexpected costs to remedy leaking/broken/clogged water lines and/or sewer lines
- Ensuring the delivery of timely, high-quality repair services in adherence to all applicable codes
- Providing exemplary service that reflects positively on the City
- The program generates an optional ongoing, sustainable source of revenue for partner municipalities and stimulates the local economy by using fully vetted local contractors to complete the repairs.
- The City will receive a royalty of 10% per product per month for the duration of the program. (or a reduction in price for homeowners should the City opt out of the royalty)

**COVERAGE:** NLC Service Line Warranty Program offers two complete and separate voluntary programs. There is never a service fee/deductible, or annual or lifetime limit. Residents can enroll in or cancel the service at any time.

**Exterior Water Service Line:** Includes service to locate, excavate and repair/replace a leaking exterior water service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages, root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes thawing of frozen water lines. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces. If concrete cutting is necessary to repair Your Exterior Water Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

**Exterior Sewer Service Line:** Includes services to locate, excavate and repair/replace a leaking exterior sewer service line. Covered repairs include, but are not limited to leaks, breaks, corrosion, blockages (due to fats, oils and grease), root intrusion, and other types of damage (such as from freezing) that impair or limit the intended function of the system. Includes restoration of ground surface features after excavation for service line repair, including filling, raking, reseeding, reinstallation of existing soft landscaping and shrubbery, and patching of paved surfaces. If concrete cutting is necessary to repair Your Exterior Sewer Line, the resulting trench will be filled with gravel and covered with asphalt, cement, or concrete, as appropriate. Debris will be removed from the restoration area.

| Product             | Monthly | Annual Coverage Limit | Annual Service Calls/Per Call Coverage | Royalty for the City       |
|---------------------|---------|-----------------------|--|----------------------------|
| External Water Line | \$9.99* | Unlimited             | Unlimited Calls<br>\$8,500 Per Call    | 10% per contract per month |
| External Sewer Line | \$7.99* | Unlimited             | Unlimited Calls<br>\$8,500 Per Call    | 10% per contract per month |

\*Royalty Pricing. \$0.50 consumer discount per product if royalty is declined by City.

**IMPLEMENTATION:** The NLC Service Line Program will utilize the City logo to brand the materials used to educate City residents/customers about their responsibility and our repair service plans. Program marketing literature clearly discloses that the Program and the City are separate entities and that the program is voluntary for residents. The NLC Service Line Warranty Program will create all marketing materials with input from the City and will submit all marketing/communications materials to the City for final approval before distribution.

**ENROLLMENT AND BILLING:** The NLC Service Line Program offers residents simple options if they choose to enroll either via mail, phone, or web. We handle all customer billing and residents can choose annual, quarterly, or monthly billing and may pay by check, direct debit/ACH, or credit card. Once we receive the enrollment application, customers receive a welcome letter which includes their service agreement terms and conditions, their payment details, a reiteration of their policy coverage, and our toll-free customer service number. Customers also receive a welcome call from customer service as an additional, personalized confirmation of the program. We handle all customer billing, and a homeowner can enroll or cancel at any time.

**FINANCIAL IMPACT:** No cost to the City to participate and the City would receive 10% per product per month royalty (or a reduction in price for homeowners should the City opt out of the royalty).



## MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into and made effective as of \_\_\_\_\_, ("Effective Date"), by and between the City of Grandview, Washington ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA," and together with City, the "Parties," and each, a "Party").

WHEREAS, individual residential property owners ("Customer(s)") residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

WHEREAS, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) ("Plan(s)") to repair such lines; and

WHEREAS, SLWA, a subsidiary of HomeServe USA Corp. ("HomeServe"), is the administrator of the National League of Cities ("NLC") Service Line Warranty Program.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **City Obligations.**

A. **Grant of License.** City grants to SLWA a license ("License") to use City's designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by City or its affiliates ("Marks"), which may include the use of City's logo and name in advertising (including on SLWA's websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA's sole cost and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In consideration of SLWA's marketing activities, City shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days' written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

- i. If City elects to do so, City may provide SLWA with "zip code" data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data ("Customer Data") to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City's property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA's property and Confidential Information. "Member" means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member's name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA's property and Confidential Information.
- ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the "DPA"), which is incorporated herein



by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days’ prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

5. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

6. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a City, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Law or the service agreements for the Plans.

7. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys’ fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys’ fees, in connection with such participation.

8. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans

under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

#### **9. Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf ("**Associated Person**") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

10. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

11. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

**To:** City:  
City of Grandview  
ATTN: Shane Fisher  
207 W. Second Street  
Grandview, WA 98930  
email: sfisher@grandview.wa.us

**To:** SLWA:  
Utility Service Partners Private Label, Inc.  
d/b/a Service Line Warranties of America  
ATTN: Michael Backus, Chief Revenue Officer  
45 Glover Ave., 6th Fl.

Norwalk, CT 06850  
email: [michael.backus@homeserveusa.com](mailto:michael.backus@homeserveusa.com)

With a copy to:  
Legal Department  
email: [legal@homeserveusa.com](mailto:legal@homeserveusa.com)

12. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

13. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

14. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

15. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Washington, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Washington, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

16. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserveusa.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (*see* SLWA's Business Partner Code of Conduct).

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY OF GRANDVIEW**

**UTILITY SERVICE PARTNERS  
PRIVATE LABEL, INC.  
D/B/A SERVICE LINE  
WARRANTIES OF AMERICA**

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

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

Name: \_\_\_\_\_

Name: Michael Backus

Title: \_\_\_\_\_

Title: Chief Revenue Officer

**Exhibit A**

**Marketing Agreement**

**City of Grandview  
Term Sheet**

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- III. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
  - A. Exterior water service line plan (initially, \$ 9.49 per month)
    - i. Covers Customers' responsibility: From the meter and/or curb box to the main shut-off valve inside the home.
    - ii. Covers thawing of frozen external water lines.
    - iii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
    - iv. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
  - B. Exterior sewer/septic line plan (initially, \$ 7.49 per month)
    - i. Covers Customers' responsibility: from the home to the sewer main.
    - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
    - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.

Pricing does not include taxes. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- IV. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.



## MARKETING AGREEMENT

This MARKETING AGREEMENT ("Agreement") is entered into and made effective as of \_\_\_\_\_, ("Effective Date"), by and between the City of Grandview, Washington ("City"), and Utility Service Partners Private Label, Inc. d/b/a Service Line Warranties of America ("SLWA," and together with City, the "Parties," and each, a "Party").

**WHEREAS**, individual residential property owners ("Customer(s)") residing in the City own and are responsible for sewer and water lines between the mainlines and the connection on their property;

**WHEREAS**, City desires to announce to Customers the opportunity, but not the obligation, to purchase plans as set forth in Exhibit A or as otherwise mutually agreed by the Parties in writing (including by email) ("Plan(s)") to repair such lines; and

**WHEREAS**, SLWA, a subsidiary of HomeServe USA Corp. ("HomeServe"), is the administrator of the National League of Cities ("NLC") Service Line Warranty Program.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and with the intent to be legally bound hereby, the Parties agree as follows:

1. **Purpose.** City grants to SLWA the right to offer and market service Plans subject to the terms and conditions of this Agreement.

2. **City Obligations.**

A. **Grant of License.** City grants to SLWA a license ("License") to use City's designated names, symbols, trademarks, service marks, logotypes, trade names and insignias owned by City or its affiliates ("Marks"), which may include the use of City's logo and name in advertising (including on SLWA's websites or social media sites), in signature lines, and in marketing materials to be sent to Customers, all at SLWA's sole cost and subject to City's prior review and approval, which will not be unreasonably conditioned, delayed, denied, or withheld. SLWA's use of the Marks in accordance with this Agreement will not infringe any other party's rights. In consideration of the payment of all fees identified in Exhibit A, and SLWA's marketing activities, City shall not advertise, promote, administer, offer, or sell, directly or indirectly, any plans that are the same as, or substantially similar to, the Plans during the Term. In the event that City extends a similar license to a competitor of SLWA during the Term, City shall provide thirty (30) days' written notice prior to such grant of license and SLWA may immediately terminate this Agreement.

B. **Data.**

i. If City elects to do so, City may provide SLWA with "zip code" data for Customers in an agreed-upon format. If City further elects to do so, City may also provide a list of the name, service address, postal address (if different), residential telephone number, and, if available, email address of Customers and any other appropriate or necessary data ("Customer Data") to SLWA, or to a third party if and as directed by SLWA in writing, for use by SLWA in furtherance of the marketing and sale of the Plans. If provided by City, Customer Data will be provided to SLWA quarterly or more frequently during the Term and in a mutually agreed electronic format. If provided by City to SLWA, Customer Data shall remain City's property and Confidential Information (defined below), and SLWA will only use Customer Data as permitted by this Agreement. SLWA may obtain Customer Data from a third-party in furtherance of the marketing and sale of the Plans. In the event SLWA obtains Customer Data from a third-party, it shall become and remain SLWA's property and Confidential Information. "Member" means those Customers that purchase and are successfully enrolled in a Plan by SLWA. Each Member's name, address, phone number, email address and any other information that SLWA collects from a Member, is SLWA's property and Confidential Information.

ii. **Data Processing Addendum.** In the event that City provides Customer Data to SLWA, the Parties shall abide by all of the requirements and obligations set forth in that certain Data Processing Addendum, which can be accessed and viewed at: <https://www.homeserve.com/sc/legal/HomeServeDataPrivacyAddendum> (the "DPA"), which is incorporated herein

by reference, for purposes of compliance with all Data Protection Laws (as defined in the DPA). In the event of any inconsistency between the provisions in this Agreement and those contained in the DPA, the DPA shall control.

3. **Term; Termination.** The term of this Agreement shall be for the number of years in Exhibit A commencing with the Effective Date (“**Initial Term**”). The Agreement will automatically renew for additional one (1) year terms, unless one of the Parties gives the other written notice at least ninety (90) days prior to the end of the then current term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”) that the Party does not intend to renew this Agreement. In the event that SLWA is in material breach of this Agreement, City may terminate this Agreement thirty (30) days after giving written notice to SLWA of such breach, (i) if said breach is not cured during said thirty (30) day period, or, (ii) if such breach is incapable of being cured in such period, SLWA has failed to take during such period substantive steps to cure such breach. Either Party may terminate this Agreement without cause upon thirty (30) days’ prior written notice to the other Party. SLWA will be permitted to complete any marketing initiative initiated prior to termination of this Agreement after which time, neither Party will have any further obligations to the other and this Agreement will terminate.

4. **Consideration.** SLWA shall pay City a fee based on the success of the marketing efforts using the Marks subject to the License as described herein (“**License Fee**”), as set forth in Exhibit A. The first payment of the License Fee shall be due by January 30th of the year immediately following the Effective Date. Subsequent payments shall be made on an annual basis throughout the Term, due and payable on January 30th of each succeeding year.

5. **Applicable Laws.** Each Party shall comply at all times with all applicable laws, statutes, treaties, rules, codes, ordinances, regulations, permits, official guidelines, judgments, orders and interpretations, as well as licensing or registration requirements (“**Applicable Laws**”) with respect to its obligations under this Agreement. For any Customer Data provided by City to SLWA, City warrants, represents and covenants that Customer Data has been and will be collected in compliance with all Applicable Laws. City is permitted by Applicable Laws and privacy policies to provide Customer Data to SLWA and to permit SLWA to use such data as contemplated by this Agreement.

6. **Confidentiality.** “**Confidential Information**” of a Party means any non-public, proprietary, or confidential information, whether or not it constitutes a trade secret under Applicable Laws, and any other information that a reasonable person would expect to be confidential. Each Party will treat Confidential Information received from the other Party as confidential, and such Party shall not disclose or use such information in a manner contrary to the purposes of this Agreement. Notwithstanding the foregoing, a Party shall not be liable to the other Party for any disclosure of Confidential Information that is required under any Applicable Laws, applicable public records act or under court order. To the extent legally permissible, a Party shall provide written notice to the other Party prior to any such disclosure.

7. **Ruling and/or Code Change; Coverage Changes.** In the event that: (i) a change or proposed change in Applicable Laws, or municipal or similar codes; or (ii) an interpretation, policy, ruling, or order by any court, tribunal, arbitrator, regulatory agency, commission, including a public service commission or similar body of a City, or other instrumentality of the United States, or any state, county, City, or other political subdivision; negatively or potentially negatively impacts the terms of this Agreement or the obligations of the Parties set forth in this Agreement, the Parties shall negotiate in good faith to modify the terms of this Agreement accordingly. Should the Parties be unable to reach a mutual agreement to revise this Agreement, then either Party may terminate this Agreement on thirty (30) days’ written notice to the other Party. Notwithstanding the above, the coverages under the Plans are subject to change by SLWA due to changes required by Applicable Law or the service agreements for the Plans.

8. **Indemnification.** Each Party (the “**Indemnifying Party**”) hereby agrees to indemnify, defend and hold the other Party and its directors, managers, members, officers, employees, contractors, subcontractors, and agents, and in the case of City, also its elected officials (“**Representatives**”) (collectively or individually, “**Indemnitee**”) harmless from and against any and all third party claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys’ fees and court costs (“**Claim(s)**”), which an Indemnitee may suffer or which may be sought against or are recovered or obtainable from an Indemnitee, as a result of or arising out of any breach of this Agreement by the Indemnifying Party, or any negligent or fraudulent act, intentional misconduct, or omission of the Indemnifying Party or its Representatives in the performance of this Agreement; provided that the applicable Indemnitee notifies the Indemnifying Party of any such Claim within a time that does not prejudice the ability of the Indemnifying Party to defend against such Claim. Any Indemnitee under this

Agreement may participate in its own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation.

9. **Independent Contractor Status.** The obligations performed by each Party in this Agreement shall be executed as an independent contractor. SLWA shall have responsibility for and control over the details and means for providing the Plans under this Agreement. Neither Party nor any of its Representatives shall be considered an employee, representative, agent or subcontractor of the other Party or its Representatives.

10. **Anti-Bribery and Corruption.**

A. Each Party warrants to the other that:

- i. it has not offered, promised, given, accepted, or agreed to give or accept, and shall not during the Term offer, promise, give, accept, or agree to give to or accept from any person any bribe on behalf of the other Party or otherwise with the object of obtaining a business advantage for the other Party or otherwise;
- ii. it will not engage in any activity or practice which would constitute an offense under any applicable anti-bribery and corruption laws, including but not limited to the United States Foreign Corrupt Practices Act of 1977, the United Kingdom's Bribery Act 2010 and Canada's Corruption of Foreign Public Officials Act, and it will notify the other Party as soon as practicable of any offense of the foregoing acts in connection with this Agreement, or any breach of the undertakings contained in this section of which it becomes aware;
- iii. it has in place, and during the Term will maintain, its own policies, procedures, and internal controls, including accounting procedures to record expenditures in connection with this Agreement, necessary to ensure compliance with any applicable anti-bribery and corruption laws;
- iv. it will ensure that any person who performs or has performed services for or on its behalf ("Associated Person") complies with this section, it will not enter into an agreement with any Associated Person in connection with this Agreement unless such agreement contains terms substantially similar to those contained in this section, and it shall be responsible for any breach of such terms, or these terms, by any Associated Person that is a subcontractor of the Party hereunder;
- v. from time to time during the Term, at the reasonable request of the other Party, it will confirm in writing that it has complied with the terms of this section and will provide any information reasonably requested by the other Party to demonstrate such compliance; and
- vi. in the case of City, it will abide the "Reporting Hotline" section of SLWA's Business Partner Code of Conduct (described in "Business Partner Code of Conduct" section) to report to SLWA any request or demand for any improper payments or other improper advantage of any kind in connection with the performance of this Agreement.

11. **Records; Audit.** Each Party shall, at all times during the Term and for a period of seven (7) years after the termination or expiration of this Agreement, maintain complete and accurate records, together with supporting or underlying documents and materials, kept and maintained by such Party, its Representatives to substantiate such Party's compliance with its obligations and responsibilities under this Agreement. Up to once per year of the Term, each Party shall have the right, upon at least ten (10) days' prior written notice and during normal business hours, at its sole cost and expense, to audit and inspect, on its own or through a Representative, the other Party's records for the purpose of confirming such other Party's compliance with the terms of this Agreement.

12. **Notice.** Any notice required to be given under this Agreement shall be deemed to have been received when delivered (i) by personal service, (ii) by electronic mail with confirmation of delivery and receipt (provided a hard copy is sent promptly by regular mail), or (iii) by registered or certified mail, return receipt requested, with the United States Postal Service, addressed as follows:

To: City:  
City of Grandview  
ATTN: Shane Fisher  
207 W. Second Street  
Grandview, WA 98930  
email: sfisher@grandview.wa.us

To: SLWA:  
Utility Service Partners Private Label, Inc.  
d/b/a Service Line Warranties of America  
ATTN: Michael Backus, Chief Revenue Officer  
45 Glover Ave., 6th Fl.  
Norwalk, CT 06850  
email: [michael.backus@homeserveusa.com](mailto:michael.backus@homeserveusa.com)

With a copy to:  
Legal Department  
email: [legal@homeserveusa.com](mailto:legal@homeserveusa.com)

13. **Entire Agreement; No Third-Party Beneficiaries; Severability.** The Parties acknowledge that no representations, agreements, or promises were made by the other Party or by any of its Representatives other than those specifically contained in this Agreement. This Agreement, including the recitals as well as any attachments or exhibits, constitutes the entire agreement of the Parties with respect to the matters contemplated in this Agreement, and supersedes any prior agreement or understanding with respect to them. The Parties agree that this Agreement was entered into solely for the respective benefit of each of them and their respective successors and assigns, and nothing in this Agreement is intended to create any third-party beneficiaries. This Agreement may be amended or modified only by a written instrument executed by an authorized representative of each of the Parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the Party claimed to have waived or consented. Subject to Applicable Laws, the invalidity or unenforceability of a specific provision in the Agreement shall not render any other provision(s) invalid, inoperative, or unenforceable.

14. **Assignment.** Neither Party may assign or transfer any of its rights under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably delayed, withheld, conditioned, or denied, except to an affiliate of the assigning Party or an acquirer of all or substantially all of the assets of the assigning Party. Any purported assignment or delegation in violation of this section shall be null and void. No assignment or transfer of this Agreement shall relieve the assigning Party of any of its obligations under this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties as well as their respective successors or permitted assigns.

15. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts delivered by email, DocuSign, or other electronic transmission; such counterparts will be deemed originals and binding upon the Parties upon receipt, regardless of whether originals are delivered thereafter. All such counterparts will constitute one and the same contract, and the signature of any Party to any counterpart will be deemed a signature to any other counterpart.

16. **Governing Law; Venue; Waiver of Jury Trial.** The Parties shall comply with all Applicable Laws with respect to their respective obligations under this Agreement. This Agreement is governed by and shall be construed in accordance with the laws of Washington, without regard to the choice of law principles of the forum state. Any action at law, suit in equity, or other proceeding against any Party with respect to this Agreement or in connection with any of the matters contemplated by this Agreement shall be brought and maintained exclusively in the state or federal courts located in Washington, as applicable. THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT MAY EXIST TO HAVE A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON OR ARISING OUT OF, UNDER, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT.

17. **Business Partner Code of Conduct.** SLWA and City are committed to conducting their business activities with the highest standards of honesty and integrity. City acknowledges that it has received and reviewed SLWA's Business Partner Code of Conduct (available at <https://www.homeserveusa.com/sc/cobc>) as updated from time to time, and City agrees to abide by SLWA's Business Partner Code of Conduct as a material condition of this Agreement. Should City suspect or become aware of any actual or suspected violation of SLWA's Business Partner Code of Conduct, City shall promptly notify SLWA or its anonymous ethics hotline (see SLWA's Business Partner Code of Conduct).

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement as of the Effective Date.

**CITY OF GRANDVIEW**

**UTILITY SERVICE PARTNERS  
PRIVATE LABEL, INC.  
D/B/A SERVICE LINE  
WARRANTIES OF AMERICA**

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

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

Name: \_\_\_\_\_

Name: Michael Backus

Title: \_\_\_\_\_

Title: Chief Revenue Officer



## **Exhibit A**

### **Marketing Agreement**

#### **City of Grandview Term Sheet**

- I. **Initial Term.** Three (3) Years, with the option for Renewal Term(s).
- II. **License Fee.** Ten percent (10%) of the fees actually received from Members during the Term under any Plans sold under the Agreement, net of any discount, rebates, refunds, chargebacks, credits, and sales or similar taxes incurred or paid by SLWA in connection with such Plans.
- III. **License Conditions.** Use of City's Marks in accordance with Section 2.A of the Agreement.
- IV. **Plans; Plan Fees; Scope of Coverage.** The summary of coverage is accurate as of the Effective Date. SLWA will offer the following rates to Customers:
  - A. Exterior water service line plan (initially, \$ 9.99 per month)
    - i. Covers Customers' responsibility: From the meter and/or curb box to the main shut-off valve inside the home.
    - ii. Covers thawing of frozen external water lines.
    - iii. Covers well service lines if applicable: From the external wall of Customers' well casing to the external foundation wall of the home.
    - iv. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.
  - B. Exterior sewer/septic line plan (initially, \$ 7.99 per month)
    - i. Covers Customers' responsibility: from the home to the sewer main.
    - ii. Covers septic lines if applicable: From the external foundation wall of the home to the point of connection to the septic tank of the home.
    - iii. Coverage Cap: Unlimited number of calls/\$8,500 per call/unlimited annual maximum.

Pricing does not include taxes. SLWA may adjust the Plan fees; provided, that, any such adjustment shall not exceed one dollar (\$1.00) per month per Plan in any twelve (12) month period. If such adjustment shall exceed one dollar (\$1.00), both Parties must agree in writing.
- V. **Marketing Campaigns.** SLWA shall have the right to conduct up to three (3) campaigns per year through such channels as may be mutually agreed by the Parties.

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

**ITEM TITLE:**

Letter of Intent for Annexation & Rezone – Richard & Constance Peacock and Marlee Harris – 1710 and 1720 West King Street, Grandview, WA

**AGENDA NO.** New Business 3 (B)

**AGENDA DATE:** March 25, 2025

**DEPARTMENT**

Planning

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

**DEPARTMENT DIRECTOR REVIEW**

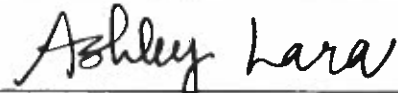
Anita Palacios, City Clerk (Planning)



**CITY ADMINISTRATOR**



**MAYOR**



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

N/A

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

The City received a Letter of Intent and Petition for Annexation and Rezone signed by Richard & Constance Peacock and Marlee Harris to annex the following parcels located at 1710 and 1720 West King Street, Grandview, Yakima County, Washington, to the City of Grandview:

| Parcel No.   | Property Owner              | Address            | Assessed Value | 60%       |
|--------------|-----------------------------|--------------------|----------------|-----------|
| 230922-31528 | Richard & Constance Peacock | 1710 West King St. | \$351,800      | \$351,800 |
| 230922-31527 | Marlee Harris               | 1720 West King St. | \$369,700      | \$369,700 |
|              |                             |                    | \$721,500      | \$721,500 |

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

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

The petitioners requested the parcels be annexed with an R-1 Low Density Residential zoning designation. The two parcels are included in the City's designated Urban Growth Area with a future land use of Low Density Residential.

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

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

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## **ACTION PROPOSED**

Move acceptance of the proposed annexation submitted by Richard & Constance Peacock and Marlee Harris to annex Parcel Nos. 230922-31528 and 230922-31527 located at 1710 and 1720 West King Street, Grandview, Yakima County, Washington to the City of Grandview; require the simultaneous adoption of zoning regulations consistent with the Urban Growth Area Future Land Use Designation: R-1 Low Density Residential; and require the assumption of all existing City indebtedness by the properties proposed to be annexed the same as all other property within the City in accordance with past practice to the April 8, 2025 regular Council meeting for consideration.

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

TO: The City Council  
City of Grandview  
Grandview, Washington

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

The territory proposed to be annexed is within Yakima County, Washington, and is legally described as follows: (Attach map outlining the boundaries of the property sought to be annexed). *Lots 1 & 2 of Short Plat rec. Yakima County Auditor # 7777231.*  
*see exhibit A and reference as page 3 of 3*

We are requesting City Council consideration of our request and are asking that the above property as R 1 zone.

OWNER'S SIGNATURE: [Signature] DATE: 2/17/25  
OWNER'S SIGNATURE: Constance M. Peacock DATE: 2/17/25  
PRINTED NAME: Richard T. Peacock & Constance M. Peacock  
MAILING ADDRESS: 2212 Gordon Avenue, Spokane, WA 99205  
TELEPHONE NO.: 509-203-0949  
PARCEL NO.: 230922-31528  
PROPERTY LEGAL DESCRIPTION:  
Lot 2 of Short Plat recorded under Auditor File No 7777231, Records of Yakima County State of Washington

*Page -1- of 3*

OWNER'S SIGNATURE: M. J. Harris DATE: 1 Mar 2025  
OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: Marlee Harris

MAILING ADDRESS: 1720 Woking St Grandview, WA 98930

TELEPHONE NO.: \_\_\_\_\_

PARCEL NO.: 230922-31527

PROPERTY LEGAL DESCRIPTION:

Lot 1 of Short Plat recorded under Auditor File  
No. 7777231, Records of Yakima County, State of  
Washington

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

PARCEL NO.: \_\_\_\_\_

PROPERTY LEGAL DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE NO.: \_\_\_\_\_

PARCEL NO.: \_\_\_\_\_

PROPERTY LEGAL DESCRIPTION:

\_\_\_\_\_  
\_\_\_\_\_

*Page -2- of 3*



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

Yakima County Assessor  
Yakima County GIS  
Yakima County

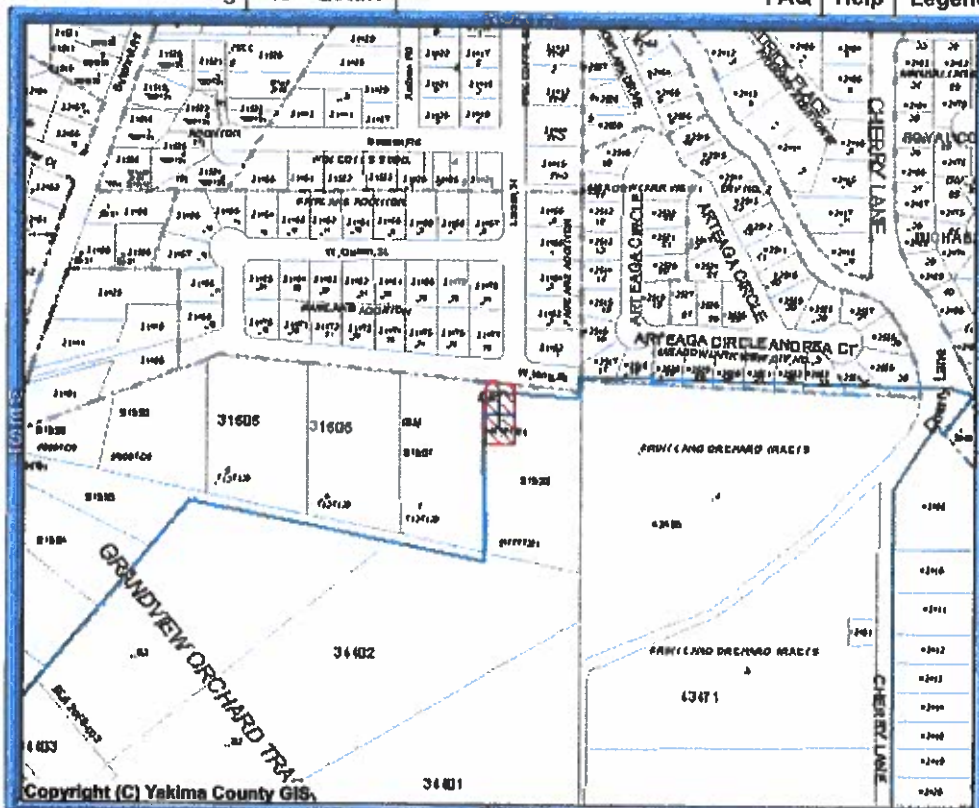


**VALLEY TITLE GUARANTEE**

WWW.VTGCO.COM  
(509) 248-4442

Assessor Planning Real Estate

FAQ Help Legend Search Tools Overview



Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

MapScale: 1 Inch = 400 ft.

Overlays: Aerial Photography:

☐ FEMA ☐ Critical Areas  
☐ Contours ☐ Utilities

MapSize: Small (800x600)

Maps brought to you by:

**Valley Title Guarantee**

Title Insurance & Escrow Service

www.vtgco.com

(509) 248-4442

Easting(E) : Northing(N)


Longitude(W) : Latitude(N)

Click Map to: Get Information

One Inch = 400 Feet

Feet 200 400 600

Map Report

| PROPERTY PHOTOS  |            | PROPERTY INFORMATION AS OF 3/4/2025 12:16:22 AM |           |  |              |          |                           | PRINTING                |                 |                       |  |
|--|------------|---|-----------|--|--------------|----------|---------------------------|-------------------------|-----------------|-----------------------|--|
|   |            | Parcel Address:                                 |           | 1720 W KING ST, GRANDVIEW, WA 98930        |              |          |                           | Printer-Friendly Page   |                 |                       |  |
|  |            | Parcel Owner(s):                                |           | MARLEE HARRIS                              |              |          |                           |                         |                 |                       |  |
|  |            | Parcel Number:                                  |           | 23092231527                                | Parcel Size: |          | 0.25 Acre(s)              |                         | Detailed Report |                       |  |
|  |            | Property Use:                                   |           | 11 Single Unit                             |              |          |                           |                         |                 |                       |  |
| TAX AND ASSESSMENT INFORMATION   |            |   |           |  |              |          |                           |                         |                 | Print Detailed MAP    |  |
| Tax Code Area (TCA):   |            | 441   |           | Tax Year:                                  |              | 2025     |                           |                         |                 |                       |  |
| Improvement Value:   |            | \$313100  |           | Land Value:                                |              | \$56600  |                           |                         |                 |                       |  |
| Current Use Value:   |            | \$0   |           | Current Use Improvement:                   |              | \$0      |                           |                         |                 |                       |  |
| New Construction:  |            | \$0   |           | Total Assessed Value:                      |              | \$369700 |                           |                         |                 |                       |  |
| SECTION MAPS   |            |   |           |  |              |          |                           |                         |                 | SECTION MAPS          |  |
| Quality  | Year Built | Stories   | Main SqFt | Upper SqFt                                 | Bsmt SqFt    | Bedrooms | Bathrooms (full/3/4, 1/2) | Garage (bsmt/att/bltin) | Carport         | Section Map 1in=400ft |  |
| AVE/GOOD   | 2012       | 1.00  | 2364      |  | 0/0          | 4        | 2/1/0                     | 2/420/0                 |                 |                       |  |
| SALE INFORMATION   |            |   |           |  |              |          |                           |                         |                 | Qtr SECTION MAPS      |  |
| Excise   | Sale Date  | Sale Price                                      |           | Grantor                                    |              | Portion  |                           |                         |                 |                       |  |
| E019196  | 8/3/2018   | \$220000  |           | THE DAVID M PEACOCK REVOCABLE LIVING TRUST |              | N        |                           |                         | NW-Qtr 1"=200ft | NE-Qtr 1"=200ft       |  |
| E044437  | 8/1/2024   | \$485000  |           | CASEY KIMBERLY K                           |              | N        |                           |                         | SW-Qtr 1"=200ft | SE-Qtr 1"=200ft       |  |
| DISCLAIMER   |            |   |           |  |              |          |                           |                         |                 |                       |  |
| While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or email us. |            |   |           |  |              |          |                           |                         |                 |                       |  |

| OVERLAY INFORMATION   |           |                                |                             |   |              |
|---|-----------|--------------------------------|-----------------------------|---|--------------|
| Zoning:   | R-1       |                                | Jurisdiction:               | County                                      |              |
| Urban Growth Area:  | Grandview |                                | Future Landuse Designation: | Urban Residential (Yakima County Plan 2015) |              |
| FEMA 100 Year:  | FEMA Map  |                                | FIRM Panel Number:          | 53077C2281D                                 | Download Map |
| LOCATION INFORMATION  |           |                                |                             |   |              |
| + Latitude: 46° 14' 52.480"   |           | + Longitude: -119° 55' 36.888" |                             | Range: 23                                   | Township: 09 |
| Section: 22   |           |                                |                             |   |              |
| Narrative Description: Section 22 Township 09 Range 23 Quarter SW: SP 7777231 Lot 1 |           |                                |                             |   |              |
| DESCRIPTOR  |           |                                |                             |   |              |



Exhibit A

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

Yakima County Assessor  
Yakima County GIS  
Yakima County



**VALLEY TITLE GUARANTEE**

WWW.VTGCO.COM  
(509) 248-4442

Assessor Planning Real Estate

FAQ Help Legend Search Tools Overview

Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

MapScale: 1 Inch = 400 ft.

Overlays: Aerial Photography

☐ FEMA ☐ Critical Areas  
☐ Contours ☐ Utilities

MapSize: Small (800x600)

Maps brought to you by:

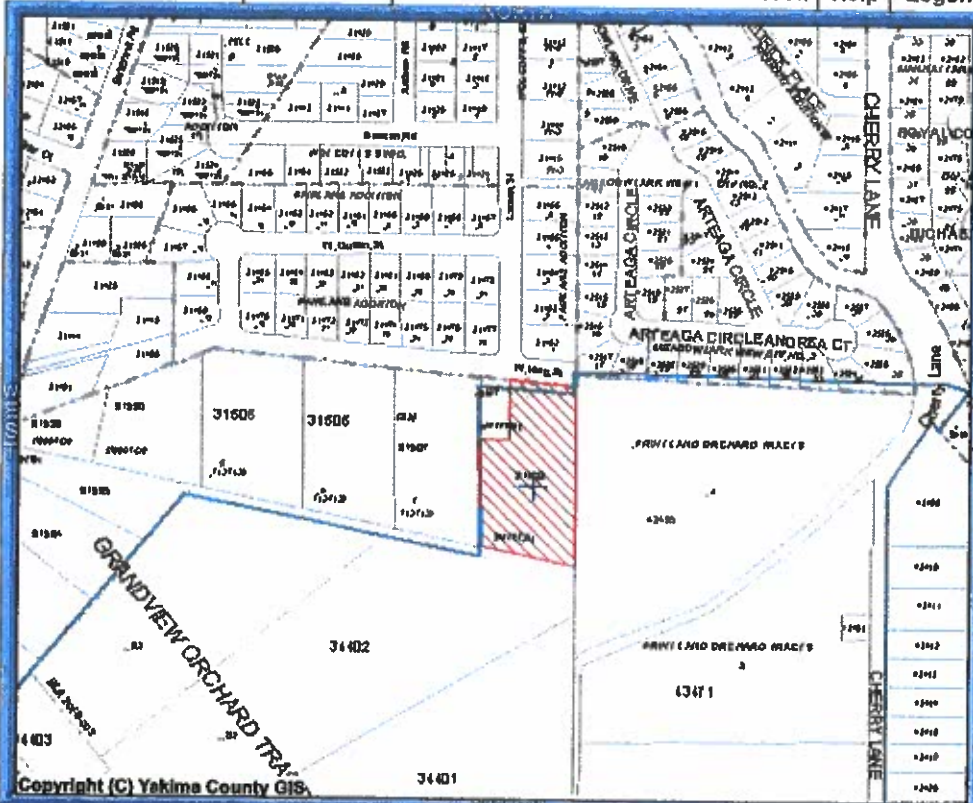
**Valley Title Guarantee**

Title Insurance & Escrow Service

www.vtgco.com

(509) 248-4442

Map Report



Easting(N) | Northing(N)  
Longitude(E) | Latitude(N)

Click Map to: Get Information

One Inch = 400 Feet  
Feet 200 400 600

| PROPERTY PHOTOS   |            | PROPERTY INFORMATION AS OF 3/4/2025 12:16:22 AM |                                     | PRINTING  |           |          |                           |                        |         |                       |
|---|------------|---|-------------------------------------|---|-----------|----------|---------------------------|------------------------|---------|-----------------------|
|   |            | Parcel Address:                                 | 1710 W KING ST, GRANDVIEW, WA 98930 | <div>Printer-Friendly Page</div> <div>Detailed Report</div> <div>Print Detailed MAP</div> |           |          |                           |                        |         |                       |
|   |            | Parcel Owner(s):                                | RICHARD T & CONSTANCE PEACOCK       |   |           |          |                           |                        |         |                       |
|   |            | Parcel Number:                                  | 23092231528                         |   |           |          |                           |                        |         |                       |
|   |            | Parcel Size:                                    | 2.07 Acre(s)                        |   |           |          |                           |                        |         |                       |
|   |            | Property Use:                                   | 11 Single Unit                      |   |           |          |                           |                        |         |                       |
|   |            | TAX AND ASSESSMENT INFORMATION                  |                                     |   |           |          |                           |                        |         |                       |
|   |            | Tax Code Area (TCA):                            | 441                                 | Tax Year:   | 2025      |          |                           |                        |         |                       |
|   |            | Improvement Value:                              | \$230400                            | Land Value:   | \$121400  |          |                           |                        |         |                       |
|   |            | Current Use Value:                              | \$0                                 | Current Use Improvement:  | \$0       |          |                           |                        |         |                       |
|   |            | New Construction:                               | \$0                                 | Total Assessed Value:   | \$351800  |          |                           |                        |         |                       |
|   |            | PHYSICAL INFORMATION                            |                                     | SECTION MAPS  |           |          |                           |                        |         |                       |
| Quality   | Year Built | Stories   | Main SqFt                           | Upper SqFt  | Bsmt SqFt | Bedrooms | Bathrooms (full/3/4, 1/2) | Garage (bsmt/att/btln) | Carport | Section Map 1in=400ft |
| AVERAGE   | 1958       | 1.00  | 1472                                |   | 1472/1472 | 4        | 3/0/0                     | 0/0/0                  |         |                       |
|   |            | SALE INFORMATION                                |                                     | QU SECTION MAPS   |           |          |                           |                        |         |                       |
| Excise  | Sale Date  | Sale Price                                      | Grantor                             | Portion   |           |          |                           |                        |         |                       |
| No Sales Information Found.   |            |   |                                     |   |           |          |                           |                        |         |                       |
| DISCLAIMER  |            |   |                                     |   |           |          |                           |                        |         |                       |
| While the information is intended to be accurate, any manifest errors are unintentional and subject to correction. Please let us know about any errors you discover and we will correct them. To contact us call either (509) 574-1100 or (800) 572-7354, or <a href="#">email us</a> . |            |   |                                     |   |           |          |                           |                        |         |                       |

| ZONING INFORMATION   |           | FUTURE LAND USE INFORMATION    |   |
|--|-----------|--------------------------------|---|
| Zoning:  | R-1       | Jurisdiction:                  | County                                      |
| Urban Growth Area:   | Grandview | Future Landuse Designation:    | Urban Residential (Yakima County Plan 2010) |
| FEMA 100 Year:   | FEMA Map  | FIRM Panel Number:             | 53077C2281D                                 |
|  |           | Download Map                   |   |
| LOCATION INFORMATION   |           |                                |   |
| + Latitude: 46° 14' 50.573"  |           | + Longitude: -119° 55' 35.544" |   |
| Range: 23  |           | Township: 09                   |   |
| Section: 22  |           |                                |   |
| Narrative Description: Section 22 Township 09 Range 23 Quarter SW: SP 7777231 Lot 2  |           |                                |   |
| DISCLAIMER   |           |                                |   |
| MAP AND PARCEL DATA ARE BELIEVED TO BE ACCURATE, BUT ACCURACY IS NOT GUARANTEED; THIS IS NOT A LEGAL DOCUMENT AND SHOULD NOT BE SUBSTITUTED FOR A TITLE SEARCH, APPRAISAL, SURVEY, FLOODPLAIN OR ZONING VERIFICATION |           |                                |   |

Page 3 of 3 B

33

**60% PETITION METHOD FOR ANNEXATION  
TO THE CITY OF GRANDVIEW, WASHINGTON**

TO: The City Council  
City of Grandview  
Grandview, Washington

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

The territory proposed to be annexed is within Yakima County, Washington, and is legally described as follows: (Attach map outlining the boundaries of the property sought to be annexed). *Lots One and Two of Short Plat recorded under Yakima County Auditor No. 777231 in Yakima County, Washington - see Exhibit A as attached and referenced as page 4 of 4*

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

A. That appropriate action be taken to entertain this petition, fixing a date for public hearing, causing notice to be published and posted, specifying the time and place of such hearing and inviting all persons interested to appear and voice approval or disapproval of such annexation; and

B. That following such hearing, and subsequent to approval of the Yakima County Boundary Review Board if such is convened, the City Council determine by Ordinance that such annexation shall be effective; and that property to be annexed shall become part of the City of Grandview, Washington, subject to its laws and ordinances then and after in force.

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

-1- of 4

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

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

**PRAYER OF PETITION:**

1. Annexation of area described herein and on Exhibit "A";
2. Assumption of indebtedness of the City of Grandview; and
3. Zoning of R-1, consistent with the City of Grandview Comprehensive Plan.

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

OWNER'S SIGNATURE: [Signature] DATE: 2/17/25

OWNER'S SIGNATURE: Constance M. Peacock DATE: 2/17/25

PRINTED NAME: Richard T Peacock / Constance M. Peacock

MAILING ADDRESS: 2212 Gordon Avenue, Spokane, WA

TELEPHONE NO.: 509-203-0949 99205

PARCEL NO.: 230922-31528

**PROPERTY LEGAL DESCRIPTION:**

Lot 2 of Short Plat recorded under Auditor  
File No. 7777231 records of Yakima County,  
Washington

OWNER'S SIGNATURE: mg-H- DATE: 1 Mar 2025  
OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINTED NAME: MarLee Harris  
MAILING ADDRESS: 1720 W. King St Grandview, WA  
TELEPHONE NO.: \_\_\_\_\_ 98930  
PARCEL NO.: 230922-31527  
PROPERTY LEGAL DESCRIPTION:  
Lot 1 of Short Plat recorded under Yakima  
County Auditor No 7777231

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
PROPERTY LEGAL DESCRIPTION:  
\_\_\_\_\_  
\_\_\_\_\_

OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
OWNER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
PRINTED NAME: \_\_\_\_\_  
MAILING ADDRESS: \_\_\_\_\_  
TELEPHONE NO.: \_\_\_\_\_  
PARCEL NO.: \_\_\_\_\_  
PROPERTY LEGAL DESCRIPTION:  
\_\_\_\_\_  
\_\_\_\_\_



SPM 7777231

Peacock  
Sub 12-36

# IRIGATION DISTRICT CERTIFICATE

## LEGAL DESCRIPTION

The East 1/2 of Section 1, Township 14N, Range 12E, Meridian 10W, is hereby described as follows: (Detailed description of the land parcel, including acreage and survey details.)

## OWNER'S CERTIFICATE

I, the undersigned, being the owner of the above described land, do hereby certify that the same is suitable for irrigation and that I have no objection to the same being included in the district.

## APPROVALS

APPROVED BY THE VACATA COUNTY ENGINEER: *[Signature]* DATE: 9/27/2012

APPROVED BY THE VACATA COUNTY ADMINISTRATION: *[Signature]* DATE: 9/27/2012

## VACATA COUNTY TREASURER'S CERTIFICATE

I, the undersigned, being the Treasurer of the County, do hereby certify that the above described land is suitable for irrigation and that I have no objection to the same being included in the district.

## NOTES

1. The property is situated in the East 1/2 of Section 1, Township 14N, Range 12E, Meridian 10W.

2. The property is suitable for irrigation and is hereby included in the district.

3. The property is hereby included in the district for the purpose of irrigation.

## ADDITIONAL NOTES

1. The property is situated in the East 1/2 of Section 1, Township 14N, Range 12E, Meridian 10W.

2. The property is suitable for irrigation and is hereby included in the district.

3. The property is hereby included in the district for the purpose of irrigation.

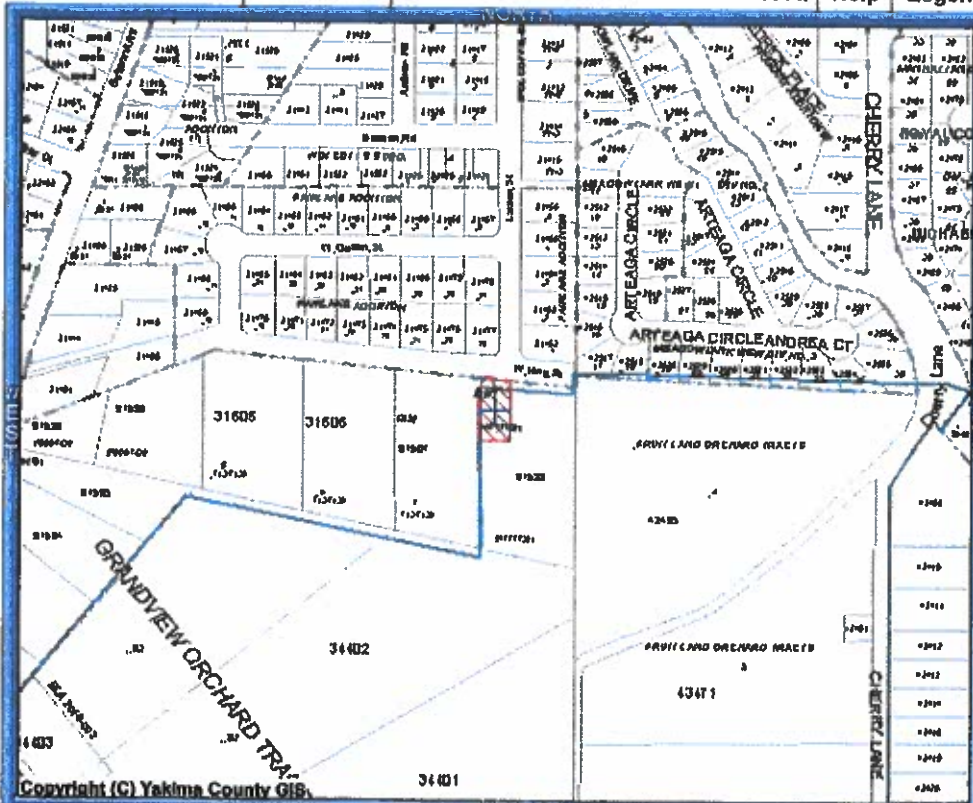




Assessor Planning Real Estate

FAQ Help Legend

Search Tools Overview



Search By: Parcel Number

Parcel #:

Enter a complete or partial PARCEL NUMBER. Parcel Numbers must be at least 8 characters. Click the Search button to continue.

Search

MapScale: 1 Inch = 400 ft.

Overlays: Aerial Photography: ☒

☐ FEMA

☐ Critical Areas

☐ Contours

☐ Utilities

MapSize: Small (800x600)

Maps brought to you by:

**Valley Title Guarantee**



Title Insurance & Escrow Service

www.vtgco.com

(509) 248-4442

Eastings(N) : Northing(N)

Longitude(W) : Latitude(N)

Click Map to: Get Information

One Inch = 400 Feet

Feet 200 400 600

Map Report

PROPERTY PHOTOS

PROPERTY INFORMATION AS OF 3/10/2025 12:16:22 AM

PRINTING



Parcel Address: 1720 W KING ST, GRANDVIEW, WA 98930  
Parcel Owner(s): MARLEE HARRIS  
Parcel Number: 23092231527 Parcel Size: 0.25 Acre(s)  
Property Use: 11 Single Unit

Printer-Friendly Page

TAX AND ASSESSMENT INFORMATION  
Tax Code Area (TCA): 441 Tax Year: 2025  
Improvement Value: \$313100 Land Value: \$56600  
Current Use Value: \$0 Current Use Improvement: \$0  
New Construction: \$0 Total Assessed Value: \$369700

Detailed Report

Print Detailed MAP

RESIDENTIAL INFORMATION

SECTION MAPS

| Quality  | Year Built | Stories | Main SqFt | Upper SqFt | Bsmt SqFt | Bedrooms | Bathrooms (full/3/4, 1/2) | Garage (bsmt/at/bltn) | Carport |
|----------|------------|---------|-----------|------------|-----------|----------|---------------------------|-----------------------|---------|
| AVE/GOOD | 2012       | 1.00    | 2364      |            | 0/0       | 4        | 2/1/0                     | 2/420/0               |         |

Section Map 1in=400ft

SALE INFORMATION

Qtr SECTION MAPS

| Excise  | Sale Date | Sale Price | Grantor                                    | Portion |
|---------|-----------|------------|--|---------|
| E019196 | 8/3/2018  | \$220000   | THE DAVID M PEACOCK REVOCABLE LIVING TRUST | N       |
| E044437 | 8/1/2024  | \$485000   | CASEY KIMBERLY K                           | N       |

|                 |                 |
|-----------------|-----------------|
| NW Qtr 1"=200ft | NE Qtr 1"=200ft |
| SW Qtr 1"=200ft | SE Qtr 1"=200ft |

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OVERLAY INFORMATION

|                    |           |                             |   |
|--------------------|-----------|-----------------------------|---|
| Zoning:            | R-1       | Jurisdiction:               | County                                      |
| Urban Growth Area: | Grandview | Future Landuse Designation: | Urban Residential (Yakima County Plan 2015) |
| FEMA 100 Year:     | FEMA Map  | FIRM Panel Number:          | 53077C2281D                                 |

Download Map

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+ Latitude: 46° 14' 52.480" + Longitude: -119° 55' 36.888" Range: 23 Township: 09 Section: 22  
Narrative Description: Section 22 Township 09 Range 23 Quarter SW: 8P 7777231 Lot 1

DISCLAIMER





Assessor Planning Real Estate

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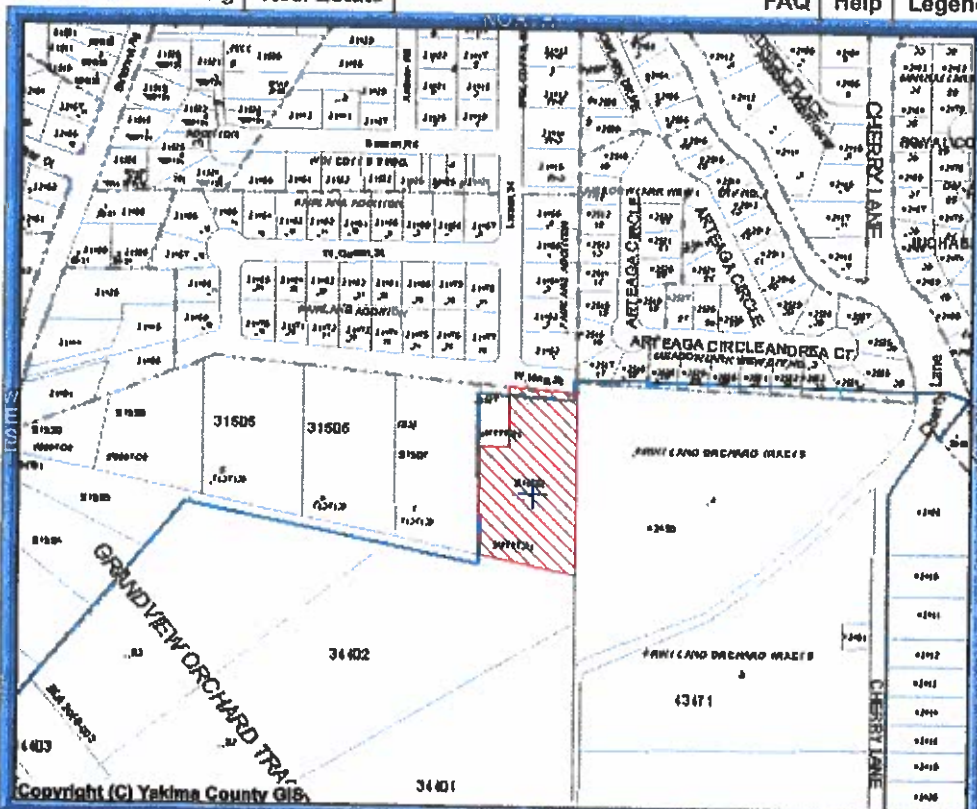
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Map Report



Easting(ft) | Northing(ft)

Longitude(E) | Latitude(N)

Click Map to: Get Information

One Inch = 400 Feet

Feet 200 400 600

PROPERTY PHOTO



PROPERTY INFORMATION AS OF 3/16/2025 12:16:22 AM

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|---------|------------|---------|-----------|------------|------------|----------|---------------------------|-----------------------|---------|
| AVERAGE | 1958       | 1.00    | 1472      |            | 1472/1472  | 4        | 3/0/0                     | 0/0/0                 |         |

SALE INFORMATION

| Excise                      | Sale Date | Sale Price | Grantor | Portion |
|-----------------------------|-----------|------------|---------|---------|
| No Sales Information Found. |           |            |         |         |

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PRINTING

Printer-Friendly Page

Detailed Report

Print Detailed MAP

SECTION MAPS

Section Map 1in=400ft

QIR SECTION MAPS

|                 |                 |
|-----------------|-----------------|
| NW-Qtr 1"=200ft | NE-Qtr 1"=200ft |
| SW-Qtr 1"=200ft | SE-Qtr 1"=200ft |

LIVE IN A Y INFORMATION

|                              |   |
|------------------------------|---|
| Zoning: R-1                  | Jurisdiction: County  |
| Urban Growth Area: Grandview | Future Landuse Designation: Urban Residential (Yakima County Plan 2015) |
| FEMA 100 Year: FEMA Map      | FIRM Panel Number: 53077C2281D  |
| Download Map                 |   |

LOCATION INFORMATION

+ Latitude: 46° 14' 50.573" + Longitude: -119° 55' 35.544" Range: 23 Township: 09 Section: 22  
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## Shane Fisher

---

**From:** Robert Ozuna <robert@rgicorporation.com>  
**Sent:** Wednesday, March 19, 2025 8:48 AM  
**To:** Shane Fisher; Ashley Lara; Ashley Lara  
**Cc:** Robert Ozuna; Laura Flores; Bill Moore 1 (billandrachel@charter.net)  
**Subject:** Public Safety sub-committee report at council meeting

---

**CAUTION:** External Email

---

Hello, can we add an agenda item to the upcoming council meeting to report on the Public Safety Sub-committee? The members would like to report to the city council our progress on the Community Survey, Updated Task/Timeline and meeting with a County Commissioner. Council members have frequently asked about the work that council groups are working on. We want to honor this request and keep the council updated on our ongoing work in pursuing funding for a police station.

Furthermore, I suggest that we have a standing item on the Committee of the Whole agenda for all the sub-committees to report on their work. This keeps everyone informed and provides opportunities for input.

Thanks,

**Robert Ozuna**  
City Council Member  
Cell: 509.830.1967

