

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, APRIL 22, 2025**



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

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.

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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. NEW BUSINESS**
 - A. Resolution accepting the firearms bid from Gunarama Wholesale, LLC 1-6
 - B. Resolution declaring firearms as surplus and authorizing the sale or trade of said firearms to a federally licensed firearm dealer 7-8
 - C. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2025 Swim Team Program 9-14
 - D. Resolution approving the final plat of Pappy's Landing – Phase 2 located on Forsell Road 15-22
 - E. Discussion on GMC 6.12.020 - Keeping poultry or other domestic fowl 23-27
- 4. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 5. MAYOR & COUNCILMEMBER REPORTS**
 - A. Sub-Committee Updates
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, April 22, 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/84598832703?pwd=p1JxyM6gU9J80ryi038fwbaKpEBLo.1>

To join via phone: +1 253 215 8782

Meeting ID: 845 9883 2703

Passcode: 549858

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

ITEM TITLE

Resolution accepting the firearms bid from Gunarama Wholesale, LLC

AND

Resolution declaring firearms as surplus and authorizing the sale or trade of said firearms to a federally licensed firearm dealer

AGENDA NO.: New Business 3 (A) & (B)

AGENDA DATE: April 22, 2025

DEPARTMENT

Police Chief

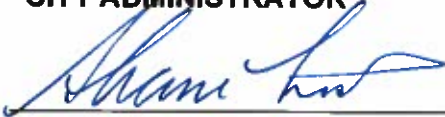
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

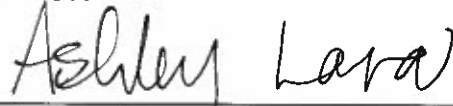
Kal Fuller, Police Chief



CITY ADMINISTRATOR



MAYOR



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

In the 2005 Patrol Capital Expenditures Fund, \$18,000 was budgeted for the purchase of firearms for the Grandview Police Department. A call for bids was advertised for the City to trade (14) Heckler & Koch USP45 agency owned pistols, one Remington 700 .308 Rifle and one Berretta Model 85 BB.380 for the purchase of (10) new Glock G47 A-CUT COA combo pistols with (3) 17 round magazines.

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 one (1) sealed bid for the purchase and trade of firearms from a federally licensed firearm dealer and said bid was opened on April 15, 2025. The bid was as follows:

| Bidder | Trade In | Purchase | Subtotal | Sales Tax | Total Bid |
|-------------------------|------------|------------|------------|-----------|------------|
| Gunarama Wholesale, LLC | \$2,090.00 | \$7,320.00 | \$5,230.00 | \$418.40 | \$5,648.40 |

Also attached is a resolution surplusizing the (14) Heckler & Koch USP45 agency owned pistols, one Remington 700 .308 Rifle and one Berretta Model 85 BB.380 for trade.

ACTION PROPOSED

Move a resolution accepting the firearms bid from Gunarama Wholesale, LLC., and a resolution declaring firearms as surplus and authorizing the sale or trade of said firearms to a federally licensed firearm dealer to the April 22, 2025 regular Council meeting for consideration.



**CITY OF GRANDVIEW
CALL FOR BIDS
FIREARMS**

NOTICE IS HEREBY GIVEN that the City of Grandview, Washington, will receive sealed bids at the office of the City Clerk, 207 West Second Street, Grandview, WA 98930, until **11:00 a.m., April 15, 2025**, for the purchase of firearms. Only bids that arrive in the City Clerk's office by the deadline will be considered.

This bid describes a firearms trade and purchase program. The City of Grandview desires to trade (14) Heckler & Koch USP45 agency owned pistols, one Remington 700 .308 Rifle and one Berretta Model 85 BB.380 for (10) new Glock G47 A-CUT COA combo pistols with (3) 17 round magazines.

Bidders must be federally licensed firearm dealers, and a signed copy of the license must be included with the bid.

Any questions regarding the firearms trade and purchase program, please contact Seth Bailey, Assistant Chief at (509) 882-2000.

Bids must be submitted on the City of Grandview bid form and placed in a sealed envelope. The words "Firearms Bid" must be clearly marked on the front of the envelope. The bid form must contain the bidders business or home address and must be signed by a duly authorized official. Bids that are unsigned, incomplete, illegible, unbalanced, obscure, or with any other irregularities may be rejected. The City Council reserves the right to accept any or all bids or any portion thereof and to waive minor irregularities and informalities, at the City's discretion. The bid shall be valid for thirty (60) calendar days following the bid opening date.

Bid forms are available from the City Clerk at the above address, PH: (509) 882-9200 or email anitap@grandview.wa.us.

CITY OF GRANDVIEW
Anita G. Palacios, MMC
City Clerk

Publish: Grandview Herald – March 19, 2025

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE FIREARMS BID FROM GUNARAMA WHOLESALE, LLC**

WHEREAS, the City solicited bids from federally licensed firearm dealers to trade (14) Heckler & Koch USP45 agency owned pistols, one Remington 700 .308 Rifle and one Berretta Model 85 BB.380 for (10) new Glock G47 A-CUT COA combo pistols with (3) 17 round magazines; and,

WHEREAS, the City received one (1) bid in response to such solicitation; and,

WHEREAS, the City Council finds and determines that Gunarama Wholesale, LLC is the lowest responsible bidder;

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

That the bid submitted by the Gunarama Wholesale, LLC, as set forth in the attached bid, is hereby approved and accepted, and the Mayor is hereby authorized to execute any and all documents necessary or appropriate to accomplish such transaction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
FIREARMS BID FORM**

PART A: TRADE-IN FIREARMS

| <u>Qty</u> | <u>Description</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|------------|--|-------------------|-----------------------|
| 14 | Heckler & Koch USP45 pistols with (1) 12-round magazine | \$ <u>130.00</u> | \$ <u>1820.00</u> |
| 1 | Remington 700 .308 Rifle | \$ <u>150.00</u> | \$ <u>150.00</u> |
| 1 | Beretta 85 BB .380 | \$ <u>120.00</u> | \$ <u>120.00</u> |

SUBTOTAL PART A: \$ 2090.00

PART B: PURCHASE OF NEW FIREARMS – NO SUBSTITUTIONS

| <u>Qty</u> | <u>Description</u> | <u>Unit Price</u> | <u>Extended Price</u> |
|------------|--|-------------------|-----------------------|
| 10 | Glock G47 A-CUT COA combo pistols with (3) 17 round magazines | \$ <u>732.00</u> | \$ <u>7320.00</u> |

SUBTOTAL PART B: \$ 7320.00

PART A – PART B = \$ 5230.00

8.0 \$ WA ST sales tax \$ 418.40

TOTAL BID \$ 5648.40

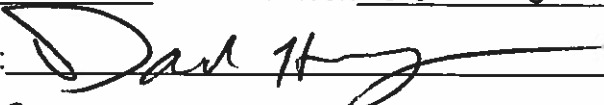
The undersigned hereby submits the above bid to the City of Grandview, together with a copy of their Federal Firearms Dealer License.

Bidders Name: DAVID HENRY

Company Name: G.W. INC.

Mail Address: 4009 E. MISSION AVE, SPOKANE, WA 99202

Telephone Number: 800-223-2520 Fax Number: 509-535-7079

Signature of Authorized Official: 

Title of Official: SALES

Federal Firearms Dealer License # 9-91-09365

GW-LE

Gunarama Wholesale Inc Law Enforcement Equip.

Law Enforcement Firearms ~ Ammunition ~ Accessories ~

David Henry, Sales
4009 E. Mission Ave - Spokane, WA. 99202

Tel 509-535-3040 ext.136
Toll free 800-223-2520 ext.136

Grandview Police Department
Attn: Assistant Chief Seth Bailey
201 W. 2nd Street
Grandview, WA 98930

QUOTATION

Date 3/24/2025
Valid to 24-Jun-25
Quote # GrandviewPDGlok032425
Page 1 of 1
Reference #

Phone: 509-882-2000

Email: seth.bailey@grandviewpd.com

Est. Delivery Date: 90-120 days ARO

Delivery Via: Best Way

| Item # | Qty | Description | Unit Cost | Extension |
|---|-----|---|------------|--------------|
| 1 | 10 | Glock Gen-5 G47 MOS8, 9mm with Aimpoint COA 3-17 Round Magazines, Cleaning Rod/Brush and Lock Department Purchase Order and Current Federal Excise Tax Form are Required Department Trade-In Weapons | \$732.00 | \$7,320.00 |
| 2 | -14 | H&K USP45 ACP, Night Sights and One Magazine | (\$130.00) | (\$1,820.00) |
| 3 | -1 | Remington M/700 .308 Rifle w/Scope, Painted | (\$150.00) | (\$150.00) |
| 4 | -1 | Beretta M/85 BB .380 Pistol, Blued | (\$120.00) | (\$120.00) |
| Note :All guns must be in working condition with no missing parts. Dept. to supply a letter with shipment that guns have been inspected by an armorer and are safe and functional. | | | | |
| Freight: | | | | P/P |
| Sub Total | | | | \$5,230.00 |
| Washington State Sales Tax @ 8.0% | | | | \$418.40 |

Departmental prices do not include sales tax or FET (where applicable).

Departmental prices are Net 30 days for each invoice.

Deductions will be made if trade-in weapons are damaged or not as specified.

Trade-in pistols must be complete with three magazines, sights and grips,
unless otherwise noted.

Shipping Costs of Trade-in Weapons are the Department's Responsibility.

Trade-in weapons must be turned in within 30 days after receipt of new
pistols unless other arrangements are made.

Manufacturer's Warranty ONLY applies to all products, if so warranted.

Total \$5,648.40

David Henry

Authorized Signature - David Henry

davidh@gw-le.com

11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 10

Direct ATF ATF - Chief, FFLC
Correspondence To FFLC@atf.gov
 1-866-662-2750

License Number

9-91-063-01-7J-09365

Chief, Federal Firearms Licensing Center (FFLC)

Expiration
Date

September 1, 2027

Name GUNARAMA WHOLESALE INC

Premises Address (Changes? Notify the FPLC at least 30 days before the move.)

**4009 E MISSION AVE
SPOKANE, WA 99202-**

Type of License

01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

Purchasing Certification Statement

The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."

Mailing Address (Changes? Notify the FFLC of any changes.)

GUNARAMA WHOLESALE INC
PO BOX 3605
SPOKANE, WA 99220-3605

Licensee/Responsible Person Signature _____

| Position/Title |
|----------------|
|----------------|

Printed Name _____

Date _____

Previous Edition is Obsolete

BUNAPAMA WHOLESALE INC. 4008 E. MISSION AVE. 99702-9-01-803-01-73-09345 September 1, 2027-01-DEALER IN FIREARMS OTHER THAN DESTRUCTIVE DEVICES

ATF Form 8 (5310.11)
Revised September 2023

Federal Firearms License (FFL) Customer Service Information

Federal Firearms Licensing Center (FFLC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (866) 662-2750
Toll-free Fax Number: (866) 257-2749
E-mail: FFLC@atf.gov

ATF Homepage: www.atf.gov
FFL eZ Check: filezcheck.atf.gov/FFLEzCheck

Change of Address (27 CFR 478.52). Licensees may during the term of their current license remove their business or activity to a new location at which they intend regularly to carry on such business or activity by filing an Application for an Amended Federal Firearms License, ATF Form 5300.38, in duplicate, not less than 30 days prior to such removal with the Chief, Federal Firearms Licensing Center. The application must be executed under the penalties of perjury and penalties imposed by 18 U.S.C. 924. The application shall be accompanied by the licensee's original license. The license will be valid for the remainder of the term of the original license. (The Chief, FFLC, shall, if the applicant is not qualified, refer the application for amended license to the Director of Industry Operations for denial in accordance with § 478.71.)

Right of Succession (27 CFR 478.56). (a) Certain persons other than the licensee may secure the right to carry on the same firearms or ammunition business at the same address shown on, and for the remainder of the term of, a current license. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business shall furnish the license for that business for endorsement of such succession to the Chief, FFLC, within 30 days from the date on which the successor begins to carry on the business.

(Continued on reverse side)

Federal Firearms License (FFL) Information Card

License Name: GUNARAMA WHOLESALE INC

Business Name:

License Number: 9-91-063-01-7J-09365

License Type: 01-DEALER IN FIREARMS OTHER THAN
DESTRUCTIVE DEVICES

Expiration: September 1, 2027

Please Note: Not Valid for the Sale or Other Disposition of Firearms.

FFL Newsletter - Electronic Version Available

Sign-Up Today!

FFLs interested in receiving the electronic version of the FFL Newsletter, along with occasional additional information, should submit name, FFL number, and e-mail address to: FFPB@atf.gov.

The electronic FFL Newsletter will enable ATF to communicate information to licensees on a periodic basis.

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
DECLARING FIREARMS AS SURPLUS AND AUTHORIZING THE SALE OR TRADE
OF SAID FIREARMS TO A FEDERALLY LICENSED FIREARM DEALER**

WHEREAS, the Police Department no longer has a need for certain firearms that have outlived their useful life and are no longer needed for the conduct of City business; and,

WHEREAS, Washington State law allows for the sale or trade of surplus firearms to a federally licensed firearm dealer; and

WHEREAS, the City Council has determined that it is in the best interest of the City that the foregoing described firearms be declared surplus and used for sale or trade to a federally licensed firearm dealer;

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

The list of firearms attached hereto and incorporated herein by reference as Exhibit "A" are hereby declared surplus and said firearms shall be sold and/or traded to a federally licensed firearm dealer as provided by law.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2025.

MAYOR

ATTEST:

CITY CLERK



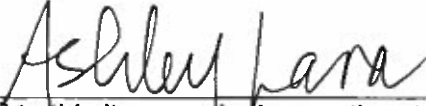
APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"

| <u>FIREARM</u> | <u>SERIAL NUMBER</u> |
|------------------------|-----------------------------|
| Heckler & Koch USP45 | 25-135613DE |
| Heckler & Koch USP45 | 25-135597 |
| Heckler & Koch USP45 | 25-135601 |
| Heckler & Koch USP45 | 25-135614DE |
| Heckler & Koch USP45 | 25-135598 |
| Heckler & Koch USP45 | 25-135605 |
| Heckler & Koch USP45 | 25-135609 |
| Heckler & Koch USP45 | 25-135610 |
| Heckler & Koch USP45 | 25-135600 |
| Heckler & Koch USP45 | 25-056953 |
| Heckler & Koch USP45 | 25-135677 |
| Heckler & Koch USP45 | 25-135679DE |
| Heckler & Koch USP45 | 25-135608 |
| Heckler & Koch USP45 | 25-135678 |
| Remington 700 .308 cal | G6230635 |
| Beretta .380 cal | D50131Y |

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

| | |
|---|---|
| ITEM TITLE Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2025 Swim Team Program | AGENDA NO.: New Business 3 (C) AGENDA DATE: April 22, 2025 |
| DEPARTMENT Parks & Recreation – Aquatics | FUNDING CERTIFICATION (City Treasurer) (If applicable) |
| DEPARTMENT DIRECTOR REVIEW Gretchen Chronis, Parks & Recreation Director  | |
| CITY ADMINISTRATOR  | MAYOR  |
| ITEM HISTORY (Previous council reviews, action related to this item, and other pertinent history) Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that are utilizing City owned recreational facilities to conduct their respective programs. | |
| ITEM COMMENTARY (Background, discussion, key points, recommendations, etc.) Please identify any or all impacts this proposed action would have on the City budget, personnel resources, and/or residents. Attached is the Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2025 season. The Swim Team Treasurer has reviewed and signed the agreement. | |
| ACTION PROPOSED Move a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2025 Swim Team Program to the May 13, 2025 regular Council meeting for consideration. | |

RESOLUTION NO. 2025-__

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE GRANDVIEW NEPTUNE
ROTARY SWIM TEAM FOR THE USE OF THE SWIMMING POOL –
2025 SWIM TEAM PROGRAM**

WHEREAS, the City of Grandview and the Grandview Neptune Rotary Swim Team desire to enter into a Recreational Use Permit regarding the use of the swimming pool for the 2025 Swim Team program;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2025 Swim Team program in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2025.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RECREATIONAL USE PERMIT
By and Between the City of Grandview and the
Grandview Neptune Rotary Swim Team
For the Use of the Swimming Pool – 2025 Swim Team Program

This Agreement, entered into this ____ day of ____, 2025 is made and entered into by and between the City of Grandview, a municipal corporation, hereinafter referred to as "City", and the Grandview Neptune Rotary Swim Team, a non-profit organization, hereinafter referred to as the "Swim Team".

1. Recitals:

The City owns, operates and maintains a municipal swimming pool located within Westside Park. The City believes that the Swim Team provides an excellent social, recreational and educational experience for its participants and spectators and therefore, benefits the citizens of Grandview.

The Swim Team acknowledges its responsibility to organize, promote and conduct a competitive swimming program for the youth within the Grandview community, and the City desires to facilitate such a program;

2. Agreement:

2.1 Safety:

2.1.1 The City shall provide a certified Lifeguard on the deck at all times during practice sessions and swim meets. The Lifeguard shall have current American Red Cross Lifeguarding Certification, including CPR for the professional rescuer.

2.1.2 Swim Team shall observe all pool rules. Running and rough housing is not allowed anywhere in the facility.

2.1.3 Swim Team meets and practices must be operated in the safest manner possible. If an accident occurs, a coach must report all accidents and incidents to the Pool Management and complete the incident/accident form.

2.1.4 If any pool equipment, pool facility component or other item related to Swim Team use or not, are damaged or found to be damaged, these must be reported to Pool Management for immediate repairs. The City reserves the right to recover costs associated with labor and repair as the result of damaged equipment and/or facility by the Swim Team.

2.1.5 Unauthorized persons are not allowed in the mechanical building, chemical storage area or the bathhouse office area.

2.1.6 Swim Team agrees to strictly comply with and strictly enforce Washington State's Zackery Lystedt Law (RCW 28A.600.190). Any youth athlete suspected of sustaining a concussion must be removed from swimming activity immediately and may not return until the athlete is evaluated by a licensed health care provider trained in the evaluation and management of concussions and receives written clearance to return to swim activity from that health care provider.

2.2 Scheduling:

2.2.1 Swim Team may begin use of the pool with the permission of the Parks and Recreation Director once the pool has been filled and has passed pre-season inspection by City staff. The season will end following the Mid Valley League Championships. Grandview will host the championships this year (July 25-27, 2025).

2.2.2. Barring inclement weather or emergency maintenance, the Swim Team shall have priority use during the following times:

- Monday through Friday from 8:00-11:00 a.m. beginning June 9, 2025. (weekday evening practices 6-8 p.m. June 2-6 while school is in session).
- Up to six mutually scheduled Home Swim Meets (6:00 p.m. start until closing for meets).
- Mutually scheduled practice times, prior to the pool opening to the general public.

2.3 Facility Maintenance:

Swim Team shall be responsible for removing all litter and belongings from the deck, locker rooms and surrounding park area immediately following each usage. The Swim Team will assign a clean-up crew to address litter in the bathhouse, on the deck and around the pool facility during and after each home meet.

2.4 Use Payment:

2.4.1 Each swim team participant will be required to pay \$50 per youth fee as outlined in Section 2.75.020 (swimming pool fees) of the Grandview Municipal Code. Once the Swim Team Roster has been finalized, the Swim Team shall submit a check to the City with proper documentation to verify the total participants for the season.

2.4.2 On July 1, 2025 the Swim Team Shall submit a letter to the City requesting the release of \$350 that has been earmarked for Swim Team Scholarships through the annual United Way of Central Washington funding.

2.5 Liability Insurance:

2.5.1 The Swim Team shall obtain and maintain a policy of liability insurance at all times during the term of this Agreement covering all activities of the Swim Team. A comprehensive general liability policy of insurance covering body injury and property damage, with respect to the use or occupancy of the swimming pool, with liability limits

not less than \$1,000,000 per occurrence shall be required. The City shall be named as additional insured on all such policies, which policies shall in addition provide that they shall not be cancelled or modified for any reason without fifteen (15) days prior written notice to the City. Swim Team shall also provide the City with a Certificate or Certificates of Liability Insurance within ten (10) days of execution of this Agreement.

2.5.2 Swim Team shall indemnify and hold harmless the City and/or its elected officials, employees, volunteers, insurers, successors and assigns from and against any and all claims, demands, causes of action, damages, suits or judgments, for deaths or injuries to persons for loss or damage of property arising from or in connection with Swim Team activities at the pool or on City property. As used in this section, the term Swim Team includes agents, servants, employees, and volunteers of the Swim Team, as well as participants, invitees and spectators at Swim Team activities occurring at the pool or on City property. In the event of any claims made or suits filed, the City shall give Swim Team prompt written notice thereof and Swim Team shall have the right to defend or settle the same to the extent of its interest hereunder. The provision applies in all events, regardless of whether or not the insurance provisions above are required or expected.

2.6 Concessions:

Under a separate Concession Agreement, the Swim Team shall be entitled to operate a concession stand during home swim meets at a site approved by the City. Swim Team shall comply with all applicable health code and permit requirements, including but not limited to food preparation, storage, sanitation and waste removal.

2.7 Community Athletic Program-Sexual Discrimination Prohibited:

Swim Team agrees to comply with RCW 49.60.500, made applicable to community athletics programs by RCW 35A.21.350, and prohibit discrimination on the basis of gender with respect to all activities undertaken in connection with this Agreement.

2.8 Early Termination:

In the event it becomes necessary for either party to terminate this Agreement, the party invoking the termination shall provide the other party advanced written notice of termination at least thirty (30) days prior to the effective date of termination; provided, however, in the event of an emergency, the City may cause this Agreement to be terminated upon such date and terms reasonably required.

2.9 Termination for Cause:

If Swim Team fails to abide by the terms and conditions of this Agreement.

2.10 Entire Agreement:

This Agreement, with Swim Team's application for use of the City's swim pool, constitutes the entire agreement of the parties, and shall not be amended except in writing signed by both parties. All terms and provisions of the City's application for use of the park facilities shall apply to this Agreement, and more incorporated herein by this reference. In the event of conflict between this Agreement and the terms and provisions of such application, the terms shall control.

2.11 Assignment:

This Agreement and terms and provisions herein are personal to the Swim Team and shall not be assigned to any third party without the written authorization of the City, which approval shall not be unreasonably withheld.

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

City of Grandview

By: _____
Mayor Ashley Lara

Swim Team

By: *Joshua Van Treas*
Team President or Board Member

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

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

ITEM TITLE:

Resolution approving the final plat of Pappy's Landing
– Phase 2 located on Forsell Road

AGENDA NO. New Business 3 (D)

AGENDA DATE: April 22, 2025

DEPARTMENT

Public Works Department

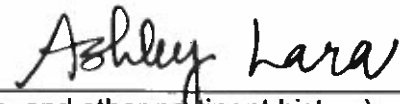
FUNDING CERTIFICATION (City Treasurer)
(If applicable)

DEPARTMENT DIRECTOR REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR

MAYOR



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

At the October 26, 2021 meeting, Council adopted Resolution No. 2021-43 approving the Pappy's Landing 111-lot residential preliminary plat.

Following approval of the preliminary plat, the developer proceeded with the public infrastructure improvements for Pappy's Landing 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.

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 developer of the Pappy's Landing – Phase 2 residential subdivision is requesting to bond the remaining improvements within the subdivision. The development code requires that all improvements be completed prior to the issuance of any building permits. They are requesting to bond the sidewalks, driveways, HMA, and ADA ramps. The improvements they are requesting to bond are not detrimental to the start of home construction. It is best not to pour the sidewalks and driveways until the house is almost completed. This is because the construction trucks that come in and out of the lots during the construction of the home will destroy the newly poured sidewalks and driveways.

The City will not issue a Certificate of Occupancy to any home until the sidewalks and driveways are poured and inspected by city staff.

The final plat map for Phase 2 is attached for review.

ACTION PROPOSED

Move a resolution approving the final plat of Pappy's Landing – Phase 2 located on Forsell Road to a regular Council meeting for consideration.

RESOLUTION NO. 2025-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING THE FINAL PLAT OF PAPPY'S LANDING – PHASE 2
LOCATED ON FORSELL ROAD**

WHEREAS, the developer, applied for preliminary plat approval for a 111-lot residential subdivision designated as Pappy's Landing; and,

WHEREAS, on October 26, 2021, Council adopted Resolution No. 2021-43 approving the Pappy's Landing Subdivision 111-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 construction of the public infrastructure in accordance with the approved plans and specifications with the following exceptions that will be bonded to include sidewalks, driveways, HMA, and ADA ramps.

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

Section 1. The final plat known as Pappy's Landing – Phase 2 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 _____, 2025.

MAYOR

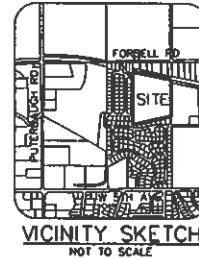
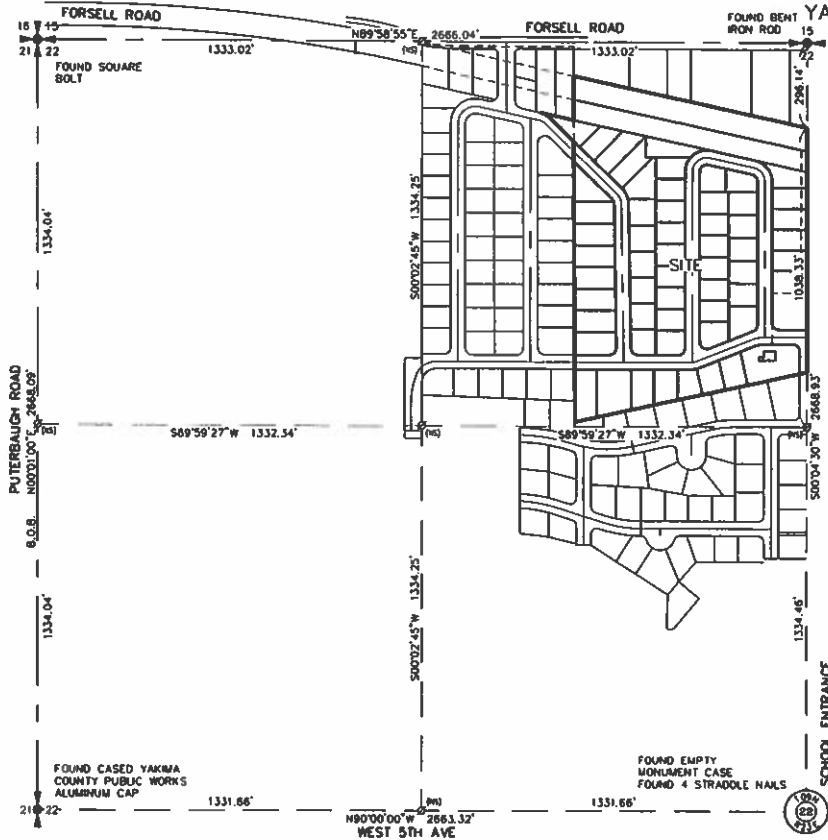
ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

THE FINAL PLAT OF
PAPPY'S LANDING - PHASE 2
NE 1/4 OF THE NW 1/4
SEC. 22, T.09N., R.23E., W.M.,
YAKIMA COUNTY, WASHINGTON



EASEMENT & RIGHT-OF-WAY NOTES

- ① = HEREBY DEDICATED PUBLIC RIGHT-OF-WAY
- ② = HEREBY DEDICATED PUBLIC UTILITY EASEMENT
- ③ = HEREBY DEDICATED S.V.I.D. IRRIGATION EASEMENT
- ④ = HEREBY DEDICATED MUNICIPAL SEWER EASEMENT

EXISTING EASEMENT NOTES

- ⑤ = S.V.I.D. RIGHT-OF-WAY (SEE NOTES ON SUR#8076779)
- ⑥ = S.V.I.D. DR9 DRAIN ESMT (SEE SUR#8076779)
- ⑦ = RYDER DITCH ESMT AF#7691386
- ⑧ = EXISTING R-O-W PAPPY'S LANDING PH.1
- ⑨ = EXISTING IRRIGATION ESMT PAPPY'S LANDING PH.1
- ⑩ = EXISTING UTILITY ESMT PAPPY'S LANDING PH.1
- ⑪ = EXISTING UTILITY & IRRIGATION ESMT WESTRIDGE ADD NO.2
- ⑫ = EXISTING DRAINAGE ESMT WESTRIDGE ADD NO.3
- ⑬ = EXISTING IRRIGATION ESMT WESTRIDGE ADD NO.3
- ⑭ = EXISTING UTILITY ESMT WESTRIDGE ADD NO.3
- ⑮ = EXISTING UTILITIES ONLY EASEMENT AREA, AF#8188153
- ⑯ = ACCESS EASEMENT AREA, AF#8188153

LEGEND

- = SET 5/8" REBAR W/ BLUE PLASTIC CAP MARKED "STRATTON DCI 46886"
- HLA ● = FOUND 5/8" REBAR MARKED HLA LS44631
- DPC ● = FOUND 1/2" REBAR MARKED CHANDLER LS56907
- = FOUND AS INDICATED
- HLA ● = FOUND CASED ALUMINUM CAP LS44631
- ① = SET CASED ALUMINUM CAP MARKED "46886"
- DNIS = NOT FOUND OR SET
- B.O.B. = BASIS OF BEARING
- = EASEMENT
- = PROPERTY BOUNDARY
- = OLD LOT LINE
- = CENTERLINE

INDEX

| N | W | SEC | T. | R. |
|---|---|-----|-----|-----|
| | | 22 | 09N | 23E |



BASIS OF BEARING
PAPPY'S LANDING - PH.1

EQUIPMENT USED
A THREE-SECOND TOTAL STATION
SPECTRA PRECISION RTK GPS

PLAT FOR



HAYDEN
HOMES

SURVEYOR'S CERTIFICATE:

I, DEREK C. INGALSBIE, A LICENSED LAND SURVEYOR IN THE STATE OF WASHINGTON, HEREBY CERTIFY THAT THE PLAT OF "PAPPY'S LANDING PHASE 2", AS SHOWN HEREON, IS BASED ON AN ACTUAL FIELD SURVEY OF THE LAND DESCRIBED, AND THAT ALL COURSES AND DISTANCES ARE CORRECTLY SHOWN, AND THAT SAID PLAT IS STAKED ON THE GROUND AS INDICATED HEREON.



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.

YAKIMA COUNTY AUDITOR DEPUTY

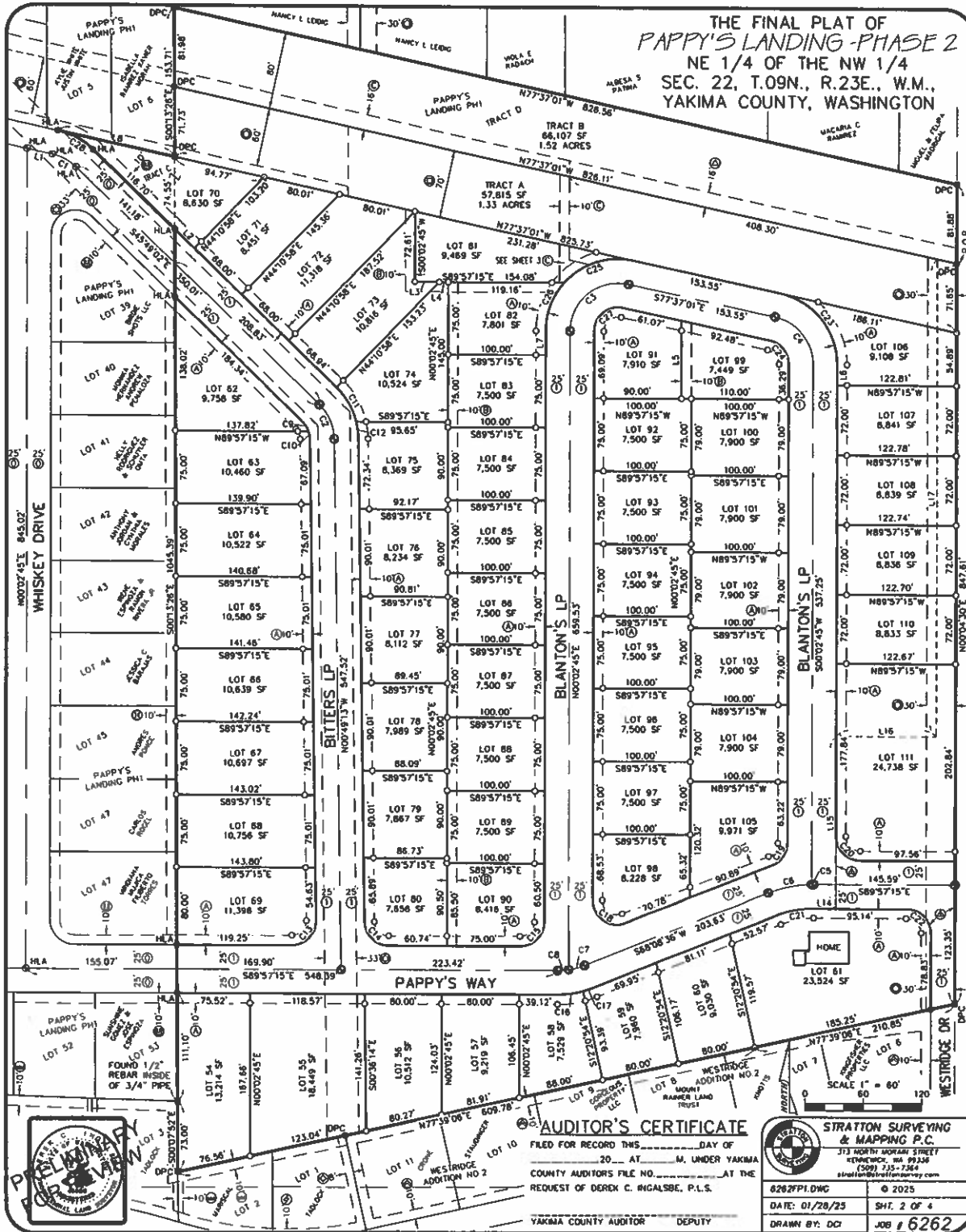


STRATTON SURVEYING
& MAPPING P.C.
313 NORTH URSARY STREET
EDWYCK, WA 99248
(509) 735-7364
strattonlandsurvey.com

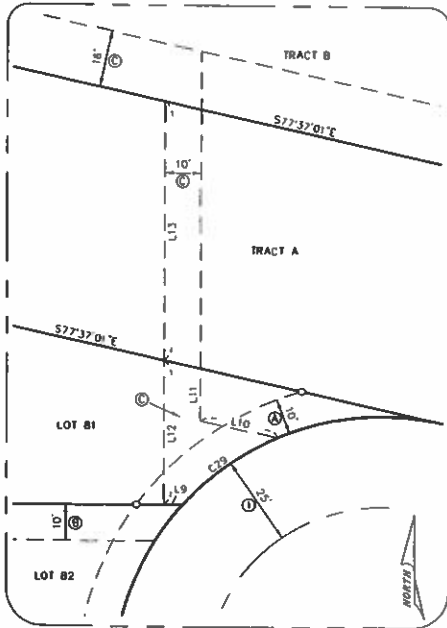
6262FP1.DWG © 2025
DATE: 01/26/25 SHT. 1 OF 4
DRAWN BY: DCI JOB # 6262

DEREK C. INGALSBIE LS46886 DATE

THE FINAL PLAT OF
PAPPY'S LANDING - PHASE 2
NE 1/4 OF THE NW 1/4
SEC. 22, T.09N., R.23E., W.M.,
YAKIMA COUNTY, WASHINGTON



THE FINAL PLAT OF
PAPPY'S LANDING - PHASE 2
NE 1/4 OF THE NW 1/4
SEC. 22, T.09N., R.23E., W.M.,
YAKIMA COUNTY, WASHINGTON



SEWER ESM DETAIL
SCALE 1" = 20'

| BEARING | DISTANCE |
|-------------|----------|
| N77°39'06"E | 820.63 |
| N00°04'30"E | 847.61 |
| N77°37'01"W | 826.56 |
| S00°13'26"E | 153.71 |
| N77°37'01"W | 122.43 |
| S61°43'01"E | 41.09 |
| S45°49'02"E | 116.70 |
| S00°13'26"E | 899.12 |
| S00°07'52"E | 73.00 |

| PLAT CLOSURE | | | |
|--------------|----------|----------|----------|
| NORTH | SOUTH | EAST | WEST |
| 175.4964 | 0.0000 | 801.6450 | 0.0000 |
| 847.6093 | 0.0000 | 1.1095 | 0.0000 |
| 177.2538 | 0.0000 | 0.0000 | 807.3305 |
| 0.0000 | 153.7088 | 0.6006 | 0.0000 |
| 26.2548 | 0.0000 | 0.0000 | 119.5817 |
| 0.0000 | 19.4696 | 36.1846 | 0.0000 |
| 0.0000 | 81.3541 | 83.6879 | 0.0000 |
| 0.0000 | 899.1131 | 3.5134 | 0.0000 |
| 0.0000 | 72.9998 | 0.1670 | 0.0000 |
| 1226.614 | 1226.626 | 926.908 | 926.912 |

| CURVE TABLE | | | | | |
|-------------|--------|--------|------------|-------------|-------|
| CURVE | LENGTH | RADIUS | Δ | CH. DIREC. | CHORD |
| C1 | 27.75 | 50.00 | 31°47'59" | N61°43'01"W | 27.40 |
| C2 | 39.27 | 50.00 | 44°59'49" | N23°19'07"W | 38.27 |
| C3 | 89.31 | 50.00 | 102°20'14" | S51°12'52"W | 77.90 |
| C4 | 67.77 | 50.00 | 77°39'46" | N38°47'08"W | 62.70 |
| C5 | 1.96 | 125.00 | 0°53'53" | S89°35'49"W | 1.96 |
| C6 | 45.82 | 125.00 | 21°00'16" | S78°38'44"W | 45.57 |
| C7 | 17.05 | 75.00 | 13°01'28" | N74°39'20"E | 17.01 |
| C8 | 11.61 | 75.00 | 8°52'01" | N85°36'05"E | 11.60 |
| C9 | 11.56 | 25.00 | 26°29'25" | N32°34'19"W | 11.46 |
| C10 | 8.08 | 25.00 | 18°30'24" | N10°04'25"W | 8.04 |
| C11 | 41.03 | 75.00 | 31°20'54" | N50°08'35"W | 40.52 |
| C12 | 17.87 | 75.00 | 13°38'55" | N07°38'40"W | 17.82 |
| C13 | 39.65 | 25.00 | 90°51'58" | N44°36'48"E | 35.62 |
| C14 | 38.89 | 25.00 | 89°08'02" | S45°23'14"E | 35.09 |
| C15 | 39.27 | 25.00 | 90°00'00" | N45°02'45"E | 35.36 |
| C16 | 27.12 | 100.00 | 15°32'17" | N82°15'57"E | 27.04 |
| C17 | 11.09 | 100.00 | 6°21'12" | N71°19'12"E | 11.08 |
| C18 | 48.83 | 25.00 | 111°54'09" | S55°54'19"E | 41.43 |
| C19 | 29.71 | 25.00 | 68°05'51" | N34°05'41"E | 27.99 |
| C20 | 39.27 | 25.00 | 90°00'00" | S44°57'15"E | 35.36 |
| C21 | 38.23 | 100.00 | 21°54'09" | S79°05'41"W | 37.99 |
| C22 | 39.71 | 25.00 | 91°00'07" | N45°25'30"W | 35.67 |
| C23 | 101.66 | 75.00 | 77°39'46" | N38°47'08"W | 94.05 |
| C24 | 33.89 | 25.00 | 77°39'46" | N38°47'08"W | 31.35 |
| C25 | 79.13 | 75.00 | 60°27'15" | N72°09'21"E | 75.51 |
| C26 | 54.82 | 75.00 | 41°52'59" | S20°59'14"W | 53.61 |
| C27 | 44.65 | 25.00 | 102°20'14" | S51°12'52"W | 38.95 |
| C28 | 41.63 | 75.00 | 31°47'59" | N61°43'01"W | 41.09 |
| C29 | 32.56 | 75.00 | 24°52'38" | S54°22'03"W | 32.31 |

| LINE TABLE | | |
|------------|--------|-------------|
| LINE | LENGTH | DIRECTION |
| L1 | 26.80 | N77°37'01"W |
| L2 | 28.38 | N45°49'02"W |
| L3 | 25.60 | S89°57'15"E |
| L4 | 9.52 | S89°57'15"E |
| L5 | 80.47 | N00°02'45"E |
| L6 | 21.39 | N00°02'45"E |
| L7 | 24.93 | S00°02'45"W |
| L8 | 122.43 | N77°37'01"W |
| L9 | 5.16 | N89°57'15"W |
| L10 | 21.91 | S77°37'01"E |
| L11 | 14.33 | N00°02'50"E |
| L12 | 40.04 | S00°02'50"W |
| L13 | 71.65 | N00°02'50"E |
| L14 | 23.07 | S89°57'15"E |
| L15 | 177.85 | N00°02'45"E |
| L16 | 102.60 | S89°57'15"E |
| L17 | 493.91 | S00°04'30"W |

(23.04)

(177.84)

(102.67)

(418.91)

PLAT FOR



HAYDEN
HOMES



AUDITOR'S CERTIFICATE

FILED FOR RECORD THIS _____ DAY OF _____
20____ AT _____, W. UNDER YAKIMA
COUNTY AUDITORS FILE NO. _____ AT THE
REQUEST OF DEREK C. INGALLSIE, P.L.S.

YAKIMA COUNTY AUDITOR DEPUTY



STRATTON SURVEYING
& MAPPING P.C.
313 NORTH MORAN STREET
KEENEWICK, WA 99338
(509) 755-7364
stratton@strattonsurvey.com

6262PPLDWG

© 2025

DATE: 01/28/25

SHT. 3 OF 4

DRAWN BY: DCI

JOB # 6262

DESCRIPTION

PARCEL A: ALL THAT PORTION OF THE FOLLOWING TRACT LYING SOUTH OF THE RIGHT OF WAY OF UNION PACIFIC RAILWAY COMPANY MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 23, E.W.M., THENCE WEST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 A DISTANCE OF 806 FEET; THENCE SOUTHWEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 23, E.W.M., THENCE NORTH 77°15' EAST 819 FEET; THENCE NORTH 114°55' EAST TO THE POINT OF BEGINNING;
EXCEPT BEGINNING AT THE SOUTHEAST CORNER OF TRACT 'D' OF THE AMENDED PLAT OF PAPPY'S LANDING - PHASE 1, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 8182426, RECORDS OF YAKIMA COUNTY, WASHINGTON;
THENCE SOUTH 0°04'30" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 765.73 FEET TO THE NORTH LINE OF WESTRODGE ADDITION NUMBER TWO, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN VOLUME 'AA' OF PLATS, PAGE 3, RECORDS OF YAKIMA COUNTY, WASHINGTON;
THENCE SOUTH 77°39'08" WEST ALONG THE NORTHERLY LINE OF SAID WESTRODGE ADDITION NUMBER TWO, 210.85 FEET;
THENCE NORTH 12°20'54" WEST 119.57 FEET; THENCE NORTH 88°08'36" EAST 52.57 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 100.00 FEET;
THENCE NORTHEASTERLY ALONG SAID CURVE CONSUMING A CENTRAL ANGLE OF 21°54'09" AN ARC LENGTH OF 38.23 FEET;
THENCE SOUTH 89°57'15" EAST 23.04 FEET; THENCE NORTH 0°02'45" EAST 177.84 FEET;
THENCE SOUTH 89°57'15" EAST 102.67 FEET TO A POINT THAT IS 20.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER, AS MEASURED PERPENDICULAR THERETO;
THENCE NORTH 0°04'30" EAST PARALLEL WITH SAID EAST LINE 418.91 FEET TO THE SOUTH LINE OF SAID TRACT 'D'; THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;
EXCEPT RIGHT OF WAY OF UNION PACIFIC TOGETHER WITH RIGHT OF WAY OF THE RYDER LATERAL CANAL, AS CONVEYED BY DEED RECORDED UNDER AUDITOR'S FILE NO. 8137504, SITUATE IN YAKIMA COUNTY, WASHINGTON.
PARCEL 230922-23010

PARCEL B: TRACT 'D' OF THE AMENDED PLAT OF PAPPY'S LANDING - PHASE 1 ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NUMBER 8182426, RECORDS OF YAKIMA COUNTY, WASHINGTON, AND THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 9 NORTH, RANGE 23, EAST, W.M. DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID TRACT 'D';

THENCE SOUTH 0°04'30" WEST ALONG THE EAST LINE OF SAID NORTHWEST QUARTER 765.73 FEET TO THE NORTH LINE OF WESTRODGE ADDITION NUMBER TWO, ACCORDING TO THE OFFICIAL PLAT THEREOF RECORDED IN VOLUME 'AA' OF PLATS, PAGE 3, RECORDS OF YAKIMA COUNTY, WASHINGTON;
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THENCE NORTHEASTERLY ALONG SAID CURVE CONSUMING A CENTRAL ANGLE OF 21°54'09" AN ARC LENGTH OF 38.23 FEET;
THENCE SOUTH 89°57'15" EAST 23.04 FEET;
THENCE NORTH 0°02'45" EAST 177.84 FEET;
THENCE SOUTH 89°57'15" EAST 102.67 FEET TO A POINT THAT IS 20.00 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER, AS MEASURED PERPENDICULAR THERETO;
THENCE NORTH 0°04'30" EAST PARALLEL WITH SAID EAST LINE 418.91 FEET TO THE SOUTH LINE OF SAID TRACT 'D'; THENCE SOUTHEASTERLY ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING;
SITUATE IN YAKIMA COUNTY, STATE OF WASHINGTON
PARCEL NUMBER: 230922-23011

PARCEL C: TRACT 'C' OF PAPPY'S LANDING PHASE 1, ACCORDING TO THE AMENDED PLAT THEREOF RECORDED UNDER AUDITOR'S FILE NO. 8182426, RECORDS OF YAKIMA COUNTY, WASHINGTON
PARCEL NUMBER: 230922-21457

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 DESIRES CAUSED THE SAME TO BE SURVEYED AND LONG PLATED AS SHOWN HEREON, DOES HEREBY DEDICATE THE RIGHTS-OF-WAY SHOWN HEREON AS PUBLIC DEDICATION TO THE USE OF THE PUBLIC, DOES HEREBY WAIVE ON BEHALF 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 ESTABLISHED CONSTRUCTION, DRAINAGE AND MAINTENANCE OF SAID DEDICATED RIGHT-OF-WAY AND DOES HEREBY DEDICATE THE EASEMENTS AS SHOWN HEREON FOR THE USES INDICATED.

BIRDIE SHOTS LLC

SIGNED _____ TITLE _____ DATE _____

NANCY L. LEONG, A SINGLE PERSON

SIGNED _____ TITLE _____ DATE _____

ACKNOWLEDGEMENTS

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT _____ IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE/SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE/SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE _____ OF, BIRDIE SHOTS LLC, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

PRINTED NOTARY PUBLIC _____

COMMISSION NO. _____

SIGNED NOTARY PUBLIC _____

MY APPOINTMENT EXPIRES _____

STATE OF _____

COUNTY OF _____

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT NANCY L. LEONG, A SINGLE PERSON IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT SHE SIGNED THIS INSTRUMENT, ON OATH STATED THAT SHE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS HER SEPARATE ESTATE TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED: _____

PRINTED NOTARY PUBLIC _____

COMMISSION NO. _____

SIGNED NOTARY PUBLIC _____

MY APPOINTMENT EXPIRES _____

SURVEYOR NOTES

1. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY STRATTON SURVEYING AND MAPPING P.C. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND TITLE OF RECORD SEE SUBDIVISION GUARANTEE PREPARED BY STEWART TITLE COMPANY, ORDER NUMBER 864462AM, DATED 01/21/2025, 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.

NOTARY STAMP
BLACK INK ONLY

AUDITOR'S CERTIFICATE

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

YAKIMA COUNTY AUDITOR DEPUTY



PLAT FOR

STAYDEN
HOMES



STRATTON SURVEYING
& MAPPING P.C.
373 NORTH MORGAN STREET
KENNEWICK, WA 98338
(509) 735-7284
stratton@strattonsurvey.com

6262PPI.DWG

© 2025

DATE: 01/28/25

SHT. 4 OF 4

DRAWN BY: DCI

JOB # 6262

THE FINAL PLAT OF
PAPPY'S LANDING - PHASE 2
NE 1/4 OF THE NW 1/4
SEC. 22, T.09N., R.23E., W.M.,
YAKIMA COUNTY, WASHINGTON

CITY REQUIRED NOTES

1) ALL SIDEWALKS IN PHASE 2 TO BE COMPLETED WITHIN 24 MONTHS OF THE FINAL RECORDED DATE OF PHASE 2

IRRIGATION APPROVAL

I 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 ELUCID MEADOWS PUD PH. 3 ARE ADEQUATE TO SERVE ALL LOTS SHOWN HEREON. I FURTHER CERTIFY THAT THOSE LOTS WHICH ARE ENTITLED TO IRRIGATION WATER UNDER THE OPERATING RULES AND REGULATIONS OF THE DISTRICT HAVE SATISFIED THE REQUIREMENTS OF RCW 58.17.310, AND THAT ALL ASSESSMENTS HAVE BEEN PAID THROUGH THE YEAR 20____AD

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____

DATE _____

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 LAYOUT OF STREET, ALLEYS AND OTHER RIGHT-OF-WAYS SHOWN HEREON

DATED _____ DAY OF _____ 20____

GRANDVIEW CITY PUBLIC WORKS DIRECTOR _____

CITY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR 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 _____ AD. TAX PARCEL NOS. 230922-21457, 230922-21010 & 230922-21011.

CITY OF GRANDVIEW TREASURER _____

DATE _____

COUNTY TREASURERS CERTIFICATE

I HEREBY CERTIFY THAT ALL CHARGEABLE REGULAR 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 _____ AD. TAX PARCEL NOS. 230922-21457, 230922-21010 & 230922-21011

YAKIMA COUNTY TREASURER _____

DATE _____



Subdivision Bond
Faithful Performance

Bond No. PB12559100087
Premium \$4,287.00/1 Year

KNOW ALL MEN BY THESE PRESENTS: That Hayden Homes, LLC as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania and authorized to transact surety business in the State of Washington, as Surety are held and firmly bound unto The City of Grandview in the sum of Eight Hundred Fifty Seven Thousand Four Hundred Forty Five and 00/100 Dollars (\$857,445.00), for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT:

WHEREAS the above Named Principal has entered into an agreement, dated , , with the City of Grandview to do and perform the following work, to wit:

Pappy's Landing Phase 2

NOW, THEREFORE, if the above-bounden Principal shall well and truly perform the work referred to in such agreement, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the said Surety is hereto affixed and attested by its duly authorized Attorney in Fact at Spokane, WA this 9th day of April, 2025.

Hayden Homes, LLC
(Principal) _____ (Seal)
By: [Signature] _____

Philadelphia Indemnity Insurance Company
(Surety) _____ (Seal)
By: Jennifer Martinez Ibarra
Jennifer Martinez Ibarra, Attorney-In-Fact

Surety Bond Number: PB12559100087

Principal: Hayden Homes, LLC

Obligee: City of Grandview

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Jennifer Martinez Ibarra its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$ 75,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER
RESOLVED:**

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

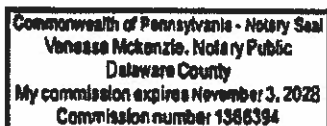


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



Member, Pennsylvania Association of Notaries

residing at:

Linwood, PA

My commission expires:

November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 9th day of April, 2025.



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY


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

| | |
|--|---|
| ITEM TITLE Discussion on GMC 6.12.020 - Keeping poultry or other domestic fowl | AGENDA NO.: New Business 3 (E) AGENDA DATE: April 22, 2025 |
| DEPARTMENT Administration | FUNDING CERTIFICATION (City Treasurer) (If applicable) N/A |

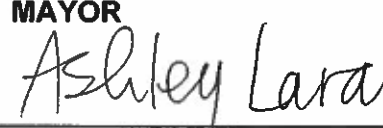
DEPARTMENT HEAD REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR



MAYOR



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

The current municipal code reads as follows:

6.12.020 Keeping poultry or other domestic fowl

No chickens, ducks or geese or other domestic fowl shall be kept within the corporate limits of the city, except in those areas designated as AG in Chapter 17.40 GMC and at the County Park during the Yakima Valley Junior Fair, or Rodeo or other city-approved animal shows or events. In AG zones, said poultry or fowl shall at all times be confined within an enclosure sufficient to keep the same upon the owner's premises. (Ord. 2012-1 § 5; Ord. 2008-10 § 2).

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.

During the last year, City staff has received numerous requests to allow for chickens to be raised within the corporate limits of the city.

Attached are the code sections from Kennewick, Richland, and Yakima where they allow for chickens.

ACTION PROPOSED

Staff are seeking direction from city council on this matter.

City of Grandview

Chapter 6.12

KEEPING ANIMALS

6.12.020 Keeping poultry or other domestic fowl.

No **chickens**, ducks or geese or other domestic fowl shall be kept within the corporate limits of the city, except in those areas designated as AG in Chapter 17.40 GMC and at the County Park during the Yakima Valley Junior Fair, or Rodeo or other city-approved animal shows or events. In AG zones, said poultry or fowl shall at all times be confined within an enclosure sufficient to keep the same upon the owner's premises. (Ord. 2012-1 § 5; Ord. 2008-10 § 2).

City of Kennewick

18.12.040: - Animal Keeping.

In R, HMU and UMU districts, dogs and cats of the age of ten weeks or older, rabbits, guinea pigs, fowl, pigeons, chickens (excluding roosters) and similar small animals may be kept so long as no more than three of each kind or a combined total of six are kept. All cages, pens, and runs must be maintained in a clean and sanitary condition and meet setbacks.

Animals and birds must not roam or fly to adjacent properties. Animals and birds and their surroundings must be maintained to prevent a nuisance due to noise or smell. An increase in the allowable number will be permitted upon issuance of a Land Use Permit in accord with Section [18.42](#).

([Ord. 5712 Sec. 6, 2017](#); Ord. 5542 Sec. 4, 2014; Ord. 5180 Sec. 1, 2007)

City of Richland

7.03.015 Household pets.

Each dwelling unit and the accompanying lot or common area is limited to five household pets as defined in RMC [7.03.010](#). [Ord. 57-99; Ord. 21-11 § 1.01; Ord. 24-19 § 1; Ord. 2024-05 § 1].

“Household pets” means any dogs, cats, rabbits, **chickens** (except for roosters), ducks, geese, pigeons, or other similar domestic animals over the age of six months.

City of Yakima

15.04.060 Accessory uses.

D. Pets. The keeping of pets is permitted as an accessory use; provided, that in residential districts they are subject to the following restrictions (see definitions of “kennel” and “animal husbandry”):

1. They are domesticated animals kept for pleasure or as a hobby rather than utility, including, but not limited to, fish; birds; dogs, fewer than four; cats, fewer than six; hen **chickens** (no roosters), fewer than five; and rabbits, fewer than five;
2. Their presence does not create undue noise or odors such as would create a nuisance or diminish the residential nature of the neighborhood;
3. Such animals are properly fed, watered and kept in a humane manner;
4. Any **chicken** coops, **chicken** tractors, or rabbit hutches shall be set back ten or more feet from any residence or property line, and five feet from other structures including decks;
5. Hen houses, coops, hutches, and **chicken** tractors shall be restricted to the backyard area of a residential lot;
6. For **chickens** and rabbits, adequate fencing shall be installed to contain the animals within the backyard;
7. The other provisions of the YMC for animals are followed.