

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, NOVEMBER 22, 2022**



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

This meeting will be held in person and will also be available via teleconference. For meeting information and instructions, please contact City Hall at (509) 882-9200.

**REGULAR MEETING – 7:00 PM**

**PAGE**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPROVE AGENDA**
4. **PRESENTATIONS**
5. **PUBLIC COMMENT** – At this time, the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. If you would like to address the Council, please step up to the microphone and give your name and address for the record. Your comments will be limited to three minutes.
6. **CONSENT AGENDA** – Items on the Consent Agenda will be voted on together by the Council, unless a Councilmember requests that items be removed from the Consent Agenda and discussed and voted upon separately. An item removed from the Consent Agenda will be placed under Unfinished and New Business.
  - A. Minutes of the November 8, 2022 Committee-of-the-Whole meeting 1-4
  - B. Minutes of the November 8, 2022 Council meeting 5-9
  - C. Payroll Check Nos. 13029-13043 in the amount of \$97,846.57
  - D. Payroll Electronic Fund Transfers (EFT) Nos. 60923-60927 in the amount of \$95,781.90
  - E. Payroll Direct Deposit 11/1/2022-11/15/2022 in the amount of \$129,676.91
  - F. Claim Check Nos. 125337-125416 in the amount of \$300,748.33
7. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
  - A. **Declarations of Interest – Appointment to Vacant City Council Position**
    - Laura Flores 11-14
    - Benancio Garcia III 15-24
    - Ashley Lara 25-28
    - Lucy Prieto 29-30
  - B. **Executive Session (10 minutes) – Evaluate qualifications of candidates for appointment to vacant Council position (RCW.42.30.110(1)(h))**
  - C. **Public Hearing – 2023 Preliminary Budget** 31-32

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D. Ordinance No. 2022-21 amending the City of Grandview 2022 Non-Union Salary Schedule to include the salary for the Confidential Police Administrative Clerk position	33-34
E. Resolution No. 2022-58 approving the Animal Control Agreement between the City of Grandview and the Yakima Humane Society	35-42
F. Resolution No. 2022-59 authorizing the Mayor to enter into a Representation and Fee Agreement for attorney services with the law firm of Menke Jackson Beyer, LLP	43-47
<b>8. UNFINISHED AND NEW BUSINESS</b>	
<b>9. CITY ADMINISTRATOR AND/OR STAFF REPORTS</b>	
<b>10. MAYOR &amp; COUNCILMEMBER REPORTS</b>	
<b>11. ADJOURNMENT</b>	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, November 22, 2022 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/89491194561?pwd=Si9xK011anlZWdMa0dMY1BTVFR4dz09>

To join via phone: +1 253 215 8782

Meeting ID: 894 9119 4561

Passcode: 263995

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

**1. CALL TO ORDER**

Mayor Gloria Mendoza called the Committee-of-the-Whole meeting to order at 6:00 p.m., in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

**2. ROLL CALL**

Present in person: Mayor Mendoza and Councilmembers David Diaz, Jessie Espinoza, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez (6:20 p.m.) and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Police Chief Kal Fuller, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Yakima Valley Local Crime Lab**

Vicki Baker, Deputy Director of the Yakima Valley Conference of Governments (YVCOG) provided a presentation on the Yakima Valley Local Crime Lab (LCL). The LCL would collect data and statistics to perform integrated county-wide reporting of criminal activities; train local county-wide civilian forensic experts; process bullet cartridge casings collected from crime scenes; access warrant authorized cell phones and computers confiscated by law enforcement; and process DNS evidence for identification of victims or evidence left at crime scenes. County-wide forensic experts focused on processing data allows for collaboration between federal, state, county and City agencies for crimes committed in their respective jurisdictions. The Yakima County Commissioners approved a \$2.8 million contract with YVCOG to administer the LCL for the region's law enforcement agencies. YVCOG has been providing services of mutual concern under the Interlocal Cooperation Act since 1966. The ARPA grant funding from the County would provide the necessary funds to start-up the LCL services program for the first four years. The funding would purchase equipment, hire and train staff, provide for operational costs and support all Yakima Valley communities with adequate tools to decrease high crime rates. During the first four years ARPA funds were being utilized to initiate and operate this program, municipalities would be asked to contribute a match to support these services beyond the four-year grant period. The City's participation for 2023 would be \$10,208.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. directed staff to present the Yakima Valley Local Crime Lab Professional Service Agreement with the Yakima Valley Conference of Governments for consideration at the November 22, 2022 C.O.W. meeting.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**B. Ordinance amending the City of Grandview 2022 Non-Union Salary Schedule to include the salary for the Confidential Police Administrative Clerk position**

Police Chief Fuller explained that Council approved the addition of a Confidential Police Administrative Clerk in 2022. The position was included in the 2023 budget. An addition to the City's salary matrix was needed to set the salary for the new Confidential Police Administrative Clerk position. The new Confidential Police Administrative Clerk position would mirror the existing salary schedules for both the Public Works Office Clerk and Receptionist.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Moore, the C.O.W. moved an ordinance amending the City of Grandview 2022 Non-Union Salary Schedule to include the salary for the Confidential Police Administrative Clerk position to the November 22, 2022 regular meeting for consideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**C. Resolution approving the Animal Control Agreement between the City of Grandview and the Yakima Humane Society**

Police Chief Fuller explained that the City has contracted for many years with the Yakima Humane Society for animal control services. The recent agreement provided for fifteen (15) hours of work spread out over five (5) days a week. He presented the 2023 Animal Control Agreement with Yakima Humane Society in the amount of \$39,600 per year. In the current draft budget, the contract amount was estimated at \$35,000. There was also \$4,000 included for emergency kenneling which could be used. There were sufficient funds included in the draft budget to cover the proposed agreement.

Discussion took place.

**On motion by Councilmember Diaz, second by Councilmember Diaz, the C.O.W. moved a resolution approving the Animal Control Agreement between the City of Grandview and the Yakima Humane Society to the November 22, 2022 regular meeting for consideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**D. Resolution No. 2022-57 approving the final plat of Grandridge Estates – Phase 10 located on Grandridge Road**

City Administrator Arteaga that at the March 24, 2020 meeting, Council adopted Resolution No. 2020-13 approving the Grandridge Estates Subdivision 227-lot preliminary plat. Following approval of the preliminary plat, the developer proceeded with the infrastructure improvements for Grandridge Estates subject to the conditions as outlined in the Hearing Examiner's report and per Grandview Municipal Code Section 16.24 Design Standards and Section 16.28 Improvements. Phase 1 consisting of 25 lots was approved by the Council on September 8, 2020. Phase 2 consisting of 47 lots was approved by the Council on November 10, 2020. Phase 4 consisting of 22 lots was approved by the Council on April 13, 2021. Phase 8 consisting of 27 lots was approved by Council on November 9, 2021. Phase 9 consisting of 33 lots was approved by Council on April 12, 2022. The infrastructure improvements for Grandridge Estates Phase 10 consisting of 32 lots was completed to the City's standards. The final plat map for Phase 10 was presented for review and approval.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember Ozuna, the C.O.W. moved Resolution No. 2022-57 approving the final plat of Grandridge Estates – Phase 10 located on Grandridge Road to the November 8, 2022 regular meeting for consideration.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**E. Legal Services – Update to Representation and Fee Agreement**

City Attorney Plant explained that over the years, the law firm of Menke Jackson Beyer, LLC has specialized in providing legal services for cities, counties, towns, and special purpose districts. The current fee agreement with the City of Grandview has not increased since 2016. Since 2016, the firm has performed general counsel services for the City for a flat fee of \$4,000 per month. This fee was predicated on the basis of an average hourly rate of \$200 per hour for a minimum

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

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Diaz, the C.O.W. directed staff to prepare an updated Representation and Fee Agreement for attorney services with Menke Jackson Beyer, LLC., for consideration at the November 22, 2022 regular Council meeting.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

#### **5. OTHER BUSINESS**

Homelessness – Councilmember Souders reported that Camp Hope was working closely with the Grandview Police Department helping the homelessness in the community.

Marketing Program Update – Councilmember Diaz requested an update on the marketing program.

Council Sound System – City Clerk Palacios reported that the sound system for the Council Chambers was purchased in September. The City was advised that most of the hardware for the new sound system had an estimated ship date of January/February 2023. Unfortunately that lead time was very common across all A/V products these days.

#### **6. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Espinoza, the C.O.W. meeting adjourned 6:55 p.m.**

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
NOVEMBER 8, 2022**

**1. CALL TO ORDER**

Mayor Gloria Mendoza called the regular meeting to order at 7:00 p.m. in the Council Chambers at City Hall.

The meeting was held in person and was also available via teleconference.

Present in person: Mayor Mendoza and Councilmembers David Diaz, Jessie Espinoza, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Attorney Tony Menke, City Treasurer Matt Cordray, Assistant Public Works Director Todd Dorsett and City Clerk Anita Palacios

**2. PLEDGE OF ALLEGIANCE**

Mayor Mendoza led the pledge of allegiance.

**3. APPROVE AGENDA**

**On motion by Councilmember Souders, second by Councilmember Moore, Council approved the November 8, 2022 regular meeting agenda as presented.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**4. PRESENTATIONS – None**

**5. PUBLIC COMMENT – None**

**6. CONSENT AGENDA**

**On motion by Councilmember Moore, second by Councilmember Espinoza, Council approved the Consent Agenda consisting of the following:**

- A. Minutes of the October 24, 2022 Special Council Budget meeting
- B. Minutes of the October 25, 2022 Committee-of-the-Whole meeting



- C. **Minutes of the October 25, 2022 Council meeting**
- D. **Payroll Check Nos. 13001-13028 in the amount of \$30,904.95**
- E. **Payroll Electronic Fund Transfers (EFT) Nos. 60912-60918 in the amount of \$106,947.05**
- F. **Payroll Direct Deposit 10/16/22/10/31/22 in the amount of \$141,619.64**
- G. **Claim Check Nos. 125260-125336 in the amount of \$225,711.79**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. **ACTIVE AGENDA**

- A. **Ordinance No. 2022-15 levying the 2023 ad valorem property taxes and excess levy taxes**

This item was previously discussed at the October 25, 2022 C.O.W. meeting.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Ordinance No. 2022-15 levying the 2023 ad valorem property taxes and excess levy taxes.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

- B. **Ordinance No. 2022-16 increasing the 2023 property tax levy for the City of Grandview above the “limit factor” up to 101 percent**

This item was previously discussed at the October 25, 2022 C.O.W. meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Souders, Council approved Ordinance No. 2022-16 increasing the 2023 property tax levy for the City of Grandview above the “limit factor” up to 101 percent.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes

- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**C. Ordinance No. 2022-17 amending Grandview Municipal Code Section 13.28.010 setting domestic water rates**

This item was previously discussed at the October 24, 2022 Special Council Budget meeting.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Ordinance No. 2022-17 amending Grandview Municipal Code Section 13.28.010 setting domestic water rates.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**D. Ordinance No. 2022-18 amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates**

This item was previously discussed at the October 24, 2022 Special Council Budget meeting.

**On motion by Councilmember Rodriguez, second by Councilmember Espinoza, Council approved Ordinance No. 2022-18 amending Grandview Municipal Code Section 13.28.050 setting domestic sewer rates.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

**E. Ordinance No. 2022-19 amending Grandview Municipal Code Section 13.28.060(B) setting irrigation water rates**

This item was previously discussed at the October 24, 2022 Special Council Budget meeting.

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Ordinance No. 2022-19 amending Grandview Municipal Code Section 13.28.060(B) setting irrigation water rates.**

Roll Call Vote:

- Councilmember Diaz – Yes

- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

F. **Ordinance No. 2022-20 amending the 2022 Annual Budget**

This item was previously discussed at the October 25, 2022 C.O.W. meeting.

**On motion by Councilmember Souders, second by Councilmember Rodriguez, Council approved Ordinance No. 2022-20 amending the 2022 Annual Budget.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

G. **Resolution No. 2022-57 approving the final plat of Grandridge Estates – Phase 10 located on Grandridge Road**

This item was previously discussed at the November 8, 2022 C.O.W. meeting.

**On motion by Councilmember Ozuna, second by Councilmember Moore, Council approved Resolution No. 2022-57 approving the final plat of Grandridge Estates – Phase 10 located on Grandridge Road.**

Roll Call Vote:

- Councilmember Diaz – Yes
- Councilmember Espinoza – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

8. **UNFINISHED AND NEW BUSINESS** – None

9. **CITY ADMINISTRATOR AND/OR STAFF REPORTS** – None

10. **MAYOR & COUNCILMEMBER REPORTS**

**ARPA Small Business Grant Awards** – Councilmember Ozuna reported that the City would be announcing \$385,000 in grants to 62 small businesses impacted by COVID-19 at an awards luncheon ceremony on November 16, 2022.

Benton County Mosquito Control Board – Councilmember Moore reported that the Benton County Mosquito Control Board approved their 2023 budget which would include a 7% rate increase.

**11. EXECUTIVE SESSION – Union Negotiations**

Mayor Mendoza adjourned the meeting to an executive session at 7:20 p.m., for approximately 20 minutes to discuss union negotiation proposals for the following bargaining units: Police Sergeants-Patrol and Police Support per RCW 42.30.110(1)(g) with the aforementioned Mayor, Councilmembers, City Attorney, City Administrator and City Treasurer present.

The meeting continued in executive session at 7:45 p.m., for an additional 15 minutes. The meeting continued in executive session at 8:00 p.m., for an additional 10 minutes. The meeting resumed at 8:10 p.m., with the aforementioned Mayor, Council and staff present.

No action was taken.

**12. ADJOURNMENT**

**On motion by Councilmember Souders, second by Councilmember Ozuna, the Council meeting adjourned at 8:10 p.m.**

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Mayor Gloria Mendoza

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Anita Palacios, City Clerk



**CITY OF GRANDVIEW  
NOTICE OF CITY COUNCIL VACANCY**

The Grandview City Council is accepting Declarations of Interest from qualified persons to be considered for appointment to fill a vacancy on the City Council. Eligibility requirements are that the person must be a registered voter and a resident of the City of Grandview for at least one year.

Declarations of Interest are available at City Hall, 207 West Second Street, phone (509) 882-9200, email [anitap@grandview.wa.us](mailto:anitap@grandview.wa.us) or on the City's website [www.grandview.wa.us](http://www.grandview.wa.us). The deadline for submitting the declaration and resume is Tuesday, November 15, 2022 by 5:00 p.m.

Qualified persons will be provided three minutes to address the City Council at their regular meeting on Tuesday, November 22, 2022 at 7:00 p.m., in the Council Chambers at City Hall, 207 West Second Street, Grandview, WA.

**PUBLICATION:** Grandview Herald – October 5, 12, 19, 26, November 2, 9  
Sunnyside Sun – October 5, 12, 19, 26, November 2, 9  
City of Grandview Facebook Page  
City of Grandview Website  
City of Grandview Digital Sign



Please return completed application to:  
City Clerk, City of Grandview  
207 West Second Street  
Grandview, WA 98930  
PH: (509) 882-9200  
FAX: (509) 882-3099  
www.grandview.wa.us

### DECLARATION OF INTEREST

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

**NAME:** Laura Flores  
**ADDRESS:** 104 Harrison St  
**CITY, STATE, ZIP:** Grandview, WA 98930  
**PHONE:** (509) 738-5498 (home) (work)  
**E-MAIL:** lauraflores05@live.com  
**EMPLOYER/OCCUPATION:** Human Resources Manager - Inspire Development Centers

**Are you a resident of the City of Grandview?** Yes  
**Are you a registered voter?** Yes  
**Length of residence in the City of Grandview?** 20 years

**What community activities have you participated in during the past five years?**  
(Use extra pages if necessary)  
see attached

**Are you serving, or have you served, on any citizen boards or commissions?**  
(If yes, list the organizations and dates of service. Use extra pages if necessary.)

Organization <u>Main Street Grandview Assoc.</u>	Date(s) of service <u>2021 - present</u>
Organization	Date(s) of service

**Please provide a brief background sketch including job experience, education, skills, hobbies, and special areas of interest.**  
see attached

**What problems, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)**

see attached

**What special skills, knowledge, or experience do you have to contribute to the City Council? (Use extra pages if necessary.)**

see attached

**What limitations, if any, are placed on the time you would be available for meetings and other activities? How much time are you able to devote to the duties of the City Council? (Use extra pages if necessary.)**

see attached

**Please list three residents of the City of Grandview you wish to use as personal references that can provide us with information pertinent to your application:**

Name: Rick Kimbrough

Address:

Telephone: (509) 203-0250

Name: Ray Vining

Address:

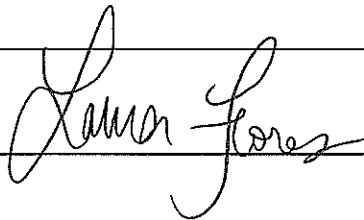
Telephone: (509) 439-3704

Name: Alicia Fajardo

Address:

Telephone: (509) 778-1272

Signature of Applicant: \_\_\_\_\_



Date: 10/25/2022

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.

## Continuation of the Declaration of Interest – Laura Flores

**Please provide a brief background sketch including job experience, education, skills, hobbies, and special areas of interest.**

My career background consists of business administration and operations, human resources, training and development, event planning, and project management. I attended the University of Washington in Business Administration and quickly gained experience in different areas of organizational management.

I have a diverse skill set that is needed to excel in the areas of public speaking, corporate training, content creation, team management, operations, and data driven strategic planning. I possess a high level of emotional intelligence and can resolve challenges in a positive, strategic, and innovative manner. I have a unique ability to breakdown complex information and present it in a way that is relatable to my audience as public speaking is one of my strongest skills. I welcome opportunities to speak to others about topics in which I feel passionate. I have experience with managing projects and event planning that has brought me success in my career, in my community associations, and in my personal life. This experience has taught me focus, budgeting, time management, and prioritization as well as how to build strong, trustworthy teams.

Recently, I have launched my own consulting business which focuses on helping individuals and organizations reach their goals and become the best version of themselves. This includes training and development, keynote speaking, informational presentations, individual mentoring, and community learning events.

In addition, I currently hold the office of Vice President of Main Street Grandview Association as a founding member of the newest non-profit community organization to serve the City of Grandview. As the Promotions Chair, it has been my privilege to help promote Downtown Grandview and build excitement to what is possible in Downtown Grandview when the community becomes involved in their city. I have led these efforts in the events of Grandview Days, Grandview Summer Nights, Summer Heat 3 on 3 Basketball Tournament, and have much more planned for Downtown Grandview.

**What challenges, issues or concerns do you see facing the City Council and how would you propose they be addressed?**

1. Downtown buildings and attracting new businesses

The City of Grandview is a beautiful city, but it is not obvious based on the exterior of our downtown buildings. This makes it challenging for small businesses owners to invest in setting up shop in the heart of Grandview. The matter is exacerbated by the lack of foot traffic from our community members and visiting tourists.

Working together as the City of Grandview, Main Street Grandview Association, and including other important organizations in the efforts of façade improvement, partnerships with building and business owners, and educating new and potential business owners is crucial to the revitalization of Grandview commerce. As a board member of Main Street Grandview Association, our main focus is downtown with initiatives that address the empty buildings, shortage of businesses, and lack of foot traffic.



## 2. Ensuring we have the infrastructure to support the growth of our city

The City of Grandview is growing with new housing developments, the new business park, and businesses such as McDonald's. The city will need to manage and plan for this growth to include city infrastructure, first responders for safety and security, city staff, etc. In addition, this growth means our schools will encounter more students and new businesses will need resources and services.

My recent experience with Main Street Grandview Association allows me insight on what is needed and innovative ways to address this concern. In addition, it provides me an opportunity to have direct contact with community members and businesses to hear their struggles with our city's growth and begin to address how it can be managed.

## 3. Community involvement and community partnerships

Through my involvement in Main Street Grandview Association, I have observed the wonderful community members of the City of Grandview. Unfortunately, not many of them are involved in community efforts.

Change will not happen until the community becomes involved and invested in the future of Grandview. Residents of the City of Grandview need to understand that the efforts they make not only benefit themselves, but the city. It is imperative to bring in those who care about this city and want to make a difference, even if it is in small increments. Partnerships need to be built and connections need to be made so that not a small few people, but a large portion of our city members are consistently and actively taking action to create a sense of community. This starts with partnering with non-profits, service agencies, school district, businesses, and farmers. It is also crucial to teach our youth the importance of contributing and giving back to their community. I believe I can make great strides in these efforts.

**What limitations, if any, are placed on the time you would be available for meetings and other activities? How much time are you able to devote to the duties of the City Council?**

As a busy, single mother of two active children, I have built a village that supports my family's lifestyle. Because my children are involved in school sports and activities I am often in attendance of these events. I am aware of the time required to be a successful City Council member and can commit attendance for regularly scheduled City Council meetings and duties that come along with this position. I truly believe if something is important, you will find the time and energy to contribute in a positive and impactful way.



Please return completed application to:  
 City Clerk, City of Grandview  
 207 West Second Street  
 Grandview, WA 98930  
 PH: (509) 882-9200  
 FAX: (509) 882-3099  
 www.grandview.wa.us

**DECLARATION OF INTEREST**

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

NAME: Benancio Garcia III  
 ADDRESS: 311 Birch Avenue  
 CITY, STATE, ZIP: Grandview, WA 98930  
 PHONE: (509) 203-9175 (home) SAME (work)  
 E-MAIL: garcia benancio@yahoo.com  
 EMPLOYER/OCCUPATION: U.S. Army (Retired)

Are you a resident of the City of Grandview? yes  
 Are you a registered voter? yes  
 Length of residence in the City of Grandview? 15 years

What community activities have you participated in during the past five years?  
 (Use extra pages if necessary) Please Review attached pages.

Are you serving, or have you served, on any citizen boards or commissions?  
 (If yes, list the organizations and dates of service. Use extra pages if necessary.)

Organization <u>AmeriCorps</u>	Date(s) of service <u>98-2001</u>
Organization <u>Yakima County Veterans program</u>	Date(s) of service <u>2009-2015</u>

Please provide a brief background sketch including job experience, education, skills, hobbies, and special areas of interest.

Please review attached pages.  
Community Contributions: 2 terms Yakima County Veterans Coalition Program Board Member, Federal U.S. House of Representatives Award (Doc Hastings) - 2007, Federal - Certificate of Merit Award for Extra Effort in Community Development Activities & Loan and Grant Making - 2010, Federal - Certificate of Appreciation Award for Superior Performance in FY 2013, Certificate of Commendation office of the Sunnyside Fire Department Civilian Hero Award May 06, 2022, Military - Graduated with Honors, NCO Award Highest PT score, Highest PT Award, Army Commendation Medal, Army Achievement Medal, Army Good Conduct Medal, National Defense Service Medal, Global War on Terrorism Service Medal, Army Service Ribbon, Overseas Service Ribbon, Armed Forces Reserve Medal W/M Device.

What problems, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)

Ensuring budget is in good hands, critical services are met and future of infrastructure.

What special skills, knowledge, or experience do you have to contribute to the City Council? (Use extra pages if necessary.)

I was a USDA IRD Community Development Specialist also Loan Specialist.

What limitations, if any, are placed on the time you would be available for meetings and other activities? How much time are you able to devote to the duties of the City Council? (Use extra pages if necessary.)

I am committed to making every meeting, also responsibilities for training to become best council member I can be.

Please list three residents of the City of Grandview you wish to use as personal references that can provide us with information pertinent to your application:

Name: Phil Eggman  
Address: 1835 Black Lake Blvd SW # B, Olympia, WA 98512  
Telephone: (360) 704-7760

Name: Cassandra Redden  
Address: 2005 E. College way ste. 203, Mount Vernon, WA 98273  
Telephone: (360) 428-7684 Ext. 4

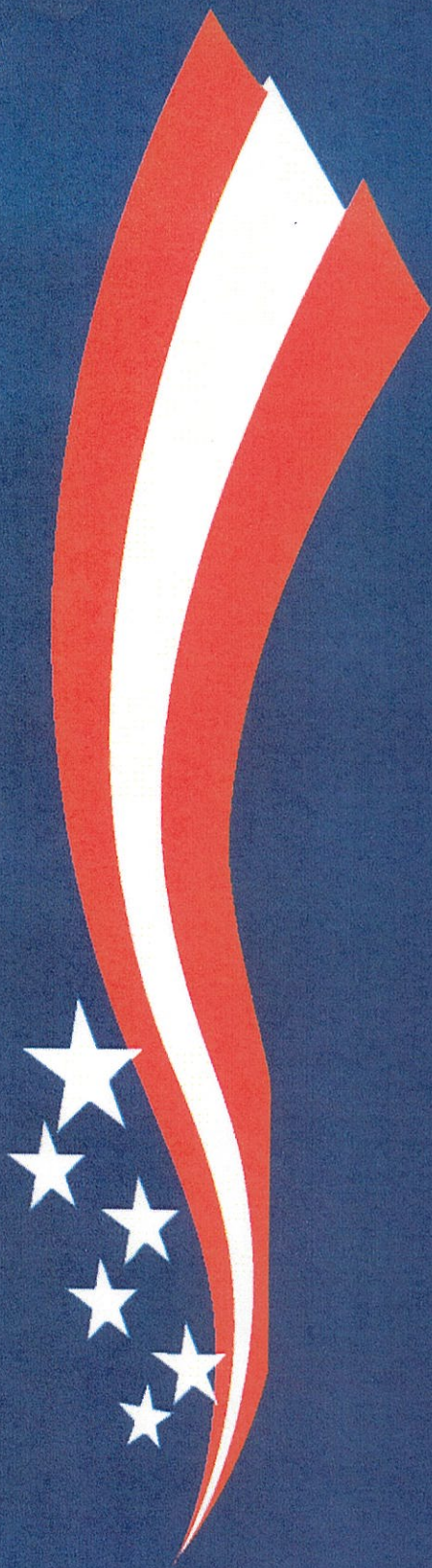
Name: Carlos Ramos  
Address: 1110 S 6th st, Sunnyside, WA 98944  
Telephone: (509) 837-5851 or (509) 836-7985

Signature of Applicant:



Date: 11/15/2022

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.



# García III

REPUBLICAN

★ GOD FAMILY COUNTRY ★

U.S. CONGRESS



## PROFILE

I believe in a life of service. I promise to defend our Biblical Founding, U.S. Constitution, & Family Right's. I look forward to being newly elected 4<sup>th</sup> Congressional District Congressman.

"I fully appreciate the present peril the country is in, and the weight of responsibility on me."  
16<sup>th</sup> President Abraham Lincoln

I believe that when I retired from the U.S. Army that service didn't end there to the community. This office will allow me to serve our 4<sup>th</sup> District with humility for the benefit of "We The People."

## CONTACT

Campaign Office:  
626 Decatur Avenue  
Sunnyside, WA 98944

Website: [VoteBengarcia.com](http://VoteBengarcia.com)  
Office Phone: (509) 515-2209  
CELL: 509-203-9175

## EMAIL

[garcia4congress@hotmail.com](mailto:garcia4congress@hotmail.com)

## HOBBIES

Hobby #1 Grandpa  
Hobby #2 Wrestling Tournaments  
Hobby #3 Basketball Tournaments

# BENANCIO GARCIA III : THE PATRIOT

REPUBLICAN : \*\*GOD\*\*FAMILY\*\*COUNTRY

## EDUCATION

### Central Washington University (CWU)

2001 - 2006

Bachelor of Arts Degree: Law & Justice

### Yakima Valley Community College (YVCC)

1990 - 2001

Associates of Arts Degree

Ebony Senate Representative

Tony Cunlist Award Baseball

## WORK EXPERIENCE

### City of Mabton | City Treasurer

04/2019 -

Administrate, pay expenditures, balance accounts, and complete State Audit Report 2018.

### United States Department of Agriculture (USDA RD) | Housing Specialist

10/2009 - 04/2019

Underwrite approval of Federal funds for housing programs of Single Family Housing 502/504/GRH. These programs are for very low Income / low income / moderate income.

### OIC Of Washington | AmeriCorps Supervisor

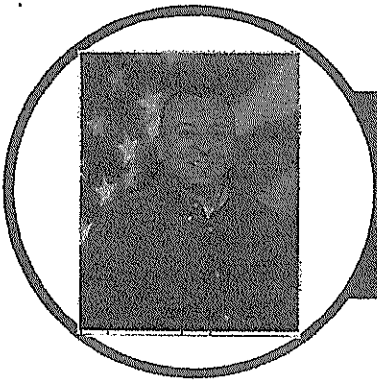
01/2009 - 11/2009

Duties included hiring, assigning all 34 members of Reading Corps, VISTA, and Construction Corps, to three counties of Benton, Kittitas, and Yakima.

### U.S. Army | Medical Retirement OIF II

12/2003 - 12/2008

Served in Iraq 2004 | Operation Iraq Freedom II. Awards: ARMY COMMENDATION MEDAL / ARMY ACHIEVEMENT MEDAL / ARMY GOOD CONDUCT MEDAL / NATIONAL DEFENSE SERVICE MEDAL / GLOBAL WAR ON TERRORISM SERVICE MEDAL / ARMY SERVICE RIBBON / OVERSEAS SERVICE RIBBON / ARMED FORCES RESERVE MEDAL W/ M DEVICE.



# BENANCIO GARCIA III

BIOGRAPHY PICTURE | EMAIL: GARCIBENANCIO@YAHOO.COM

## OBJECTIVE

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To best serve the public citizens of Washington State by creating a RNHA chapter in my community that is largely Hispanic. Informing the community of importance of participating 2020 elections is critical. Goals are to register voters, educate on RNHA values and promote local conservatives in General Elections.

## SKILLS

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I am very good at communicating with many people. For example, while attending college I was Ebony Senate Representative at Y.V.C.C. People trust me and know I am genuine.

## EXPERIENCE

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### **SINGLE FAMILY HOUSING SPECIALIST • USDA RURAL DEVELOPMENT • FROM 10/2009 – TO 04/2019**

Underwrite approval of federal funds for programs of SFH 502/504/GRH. These programs are critical for moderate, low income, and very low-income eligible applicants in rural areas. Work with minimal resources, time, and staff. I request to order funds, coordinate with sellers, staff, applicant (s) and title company for closing on loans.

### **U.S. ARMY • 81<sup>ST</sup> BRIGADE WA NATIONAL GUARD • FROM 11/2003 – TO 12/2008**

I volunteered in November of 2003 to join my unit that was activated for Operation Iraq Freedom II. I was assigned to the Platoon Leader and carried on many duties that consisted of missions as a gunner through many parts of Iraq. Decorations Army Commendation Medal, Army Achievement Medal, Army Good Conduct Medal, National Defense Service Medal, Global War On Terrorism Service Medal, Army Service Ribbon, Overseas Service Ribbon, Armed Forces Reserve Medal W/M Device.

## EDUCATION

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### **A.A. • AUGUST 2001 • YAKIMA VALLEY COMMUNITY COLLEGE**

I was Ebony Senate Representative, and Y.V.C.C. Tony Cunlist Award Baseball Player.

### **B.A. LAW & JUSTICE • DECEMBER 2006 • CENTRAL WASHINGTON UNIVERSITY**

**Subject:** Re: Response Benancio Garcia III New BIO. Re: Please respond--Deadline to make corrections  
**Date:** Saturday, June 4, 2022 at 7:38:34 AM Pacific Daylight Time  
**From:** Benancio Garcia  
**To:** Elections - Candidate Support, Jason Gonzales  
**CC:** Elections - Candidate Support, Elections - Voters Pamphlet  
**Attachments:** TEST New Bio V2004GAR[98].docx, image006.png, image007.png, image008.jpg, image009.png, image010.png, image011.png, image012.png, image013.jpg, image014.png, image015.png

Good morning Victoria,  
Below, is the Voter Guide Information. Words are 97 /299. Now meeting the standard. If you have any questions please call me.

Thank you,  
Ben

#### **Elected Experience**

Washington State Chapter Republican National Hispanic Assembly State Chairman. Ebony Senate Representative at Yakima Valley Community College in 1991. Yakima County Veterans Coalition Program Board Member – 2 Terms.

#### **Other Professional Experience**

Retired combat veteran of Operation Iraq Freedom II with the U.S. Army. Ten years with the United States Department of Agriculture and completed 1,000 GRH home loans.

#### **Education**

Diploma, Sunnyside High School; B.A., Law & Justice Degree, Central Washington University.

#### **Community Service**

Certificate of Merit Award for Extra Effort in Community Development Activities and Loan Making and Grant Making Award 2010 - Federal; Military Awards: Global War On Terrorism Service Award (GWOT).

#### **Statement**

I was born and raised in Sunnyside, WA, of Seminole-Negro Indian Scout and Latino descendent. A retired combat veteran, Operation Iraqi Freedom 2, I am a proud American who has served as a federal underwriter and a city treasurer. I have proven to work with other governments as a loan specialist and bring common sense solutions. As your next Congressman, I plan to clear the D.C. swamp of poor leadership and support others with conservative values at all levels of government. We need leadership who will ensure Americans keep more of their money and the government spends less, making the cost of gas and groceries affordable again!

It is a priority that our children and our families feel safe in their own communities without fear of gang violence. I plan to work with law enforcement and the community to introduce strong laws against crime and find resources for victims of violent crimes.

Farming and ranching are critical to our national security, infrastructure and in maintaining a sovereign food source. Therefore, I will work to cut cost to fertilizer, diesel, and taxes that are crippling our small farmers and ranchers. I will advocate for new technology and farming methods, and to reduce the financial burden faced by our farmers who are reliant on H-2A workers as their labor force. I will protect our agricultural lifeline, the Columbia Basin Dams.

Lawmakers have failed to come to a common-sense immigration solution. I will work to secure our nation's border, defend our national sovereignty, and find common sense solutions that will support our economy and labor force. Former President Reagan understood the need to offer amnesty for immigrants who contributed to our country. Therefore, I will work towards creating a pathway to citizenship for DACA recipients.

God Bless America!

Vote Benancio Garcia III

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**From:** Elections - Candidate Support <CandidateSupport@sos.wa.gov>

**Date:** Friday, June 3, 2022 at 3:28 PM

**To:** Benancio Garcia <ben@votebengarcia.com>, Elections - Candidate Support <CandidateSupport@sos.wa.gov>, Jason Gonzales <jasong@votebengarcia.com>

**Cc:** Elections - Candidate Support <CandidateSupport@sos.wa.gov>, Elections - Voters Pamphlet <voterspamphlet@sos.wa.gov>

**Subject:** RE: Response Benancio Garcia III New BIO. Re: Please respond--Deadline to make corrections

Good afternoon,

Thank you for sending us these changes; however, your biography is quite over the word limit. The whole biography (Community Service, Other Professional Experience, Elected Experience, and Education) has a word limit of 100 words. The headings do not count against your word limit. Please revise and send the new bio back to us by **5:00 PM tomorrow, Saturday June 4, 2022.**

Best,

**Victoria Donahue**

VoteWA Management Analyst  
360-902-4180



**WASHINGTON**  
Secretary of State

Elections Division



The information in this email is provided as a service to the public and to our county election partners and is for informational purposes only. The contents should not be construed as, and are not intended to be, legal advice. You should contact your attorney for assistance navigating the law.



### **Elected Experience**

Washington State Chapter Republican National Hispanic Assembly State Chairman. Ebony Senate Representative at Yakima Valley Community College in 1991. Yakima County Veterans Coalition Program Board Member – 2 Terms.

### **Other Professional Experience**

Retired combat veteran of Operation Iraq Freedom II with the U.S. Army. Ten years with the United States Department of Agriculture and completed 1,000 GRH home loans.

### **Education**

Diploma, Sunnyside High School; B.A., Law & Justice Degree, Central Washington University.

### **Community Service**

Certificate of Merit Award for Extra Effort in Community Development Activities and Loan Making and Grant Making Award 2010 - Federal; Military Awards: Global War On Terrorism Service Award (GWOT).

### **Statement**

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It is a priority that our children and our families feel safe in their own communities without fear of gang violence. I plan to work with law enforcement and the community to introduce strong laws against crime and find resources for victims of violent crimes.

Farming and ranching are critical to our national security, infrastructure and in maintaining a sovereign food source. Therefore, I will work to cut cost to fertilizer, diesel, and taxes that are crippling our small farmers and ranchers. I will advocate for new technology and farming methods, and to reduce the

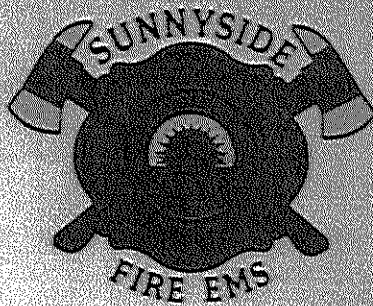
financial burden faced by our farmers who are reliant on H-2A workers as their labor force. I will protect our agricultural lifeline, the Columbia Basin Dams.

Lawmakers have failed to come to a common-sense immigration solution. I will work to secure our nation's border, defend our national sovereignty, and find common sense solutions that will support our economy and labor force. Former President Reagan understood the need to offer amnesty for immigrants who contributed to our country. Therefore, I will work towards creating a pathway to citizenship for DACA recipients.

God Bless America!

Vote Benancio Garcia III

# Certificate of Commendation



Office of the Fire Chief

*Be it hereby recorded and noted that on this 5th day of July, 2022*

**Benancio Garcia**

*has been awarded a*

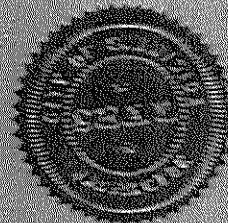
**Civilian Hero Award**

*By the City of Sunnyside Fire Department*

*For actions taken during an ongoing shooting incident to save life and limb of our innocent victims, fellow citizens, and visitors to the City of Sunnyside during the Cinco De Mayo Festival on May 6, 2022.*

Elizabeth Alba, City Manager

Fire Chief, Chief of the Fire Department





Please return completed application to:  
 City Clerk, City of Grandview  
 207 West Second Street  
 Grandview, WA 98930  
 PH: (509) 882-9200  
 FAX: (509) 882-3099  
 www.grandview.wa.us

**DECLARATION OF INTEREST**

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

**NAME:** Ashley Lara  
**ADDRESS:** 1812 Beacon Rd.  
**CITY, STATE, ZIP:** Grandview, WA 98930  
**PHONE:** 425-478-2747 (home) (work)  
**E-MAIL:** ashleylara06@gmail.com

**EMPLOYER/OCCUPATION:**  
 Yakima Valley Farm workers Clinic, Government Relations Manager

**Are you a resident of the City of Grandview?** Yes  
**Are you a registered voter?** Yes  
**Length of residence in the City of Grandview?** 1999-2006, 2021-Present

**What community activities have you participated in during the past five years?**

My family and I have always attended and look forward to the Grandview Fair and Rodeo. When I lived outside of Grandview, I always made it a priority to come home and participate, often bringing loads of friends from all over. Since I have been back in Grandview, I have attended many of our local events and street fairs. I am excited and inspired by the growth opportunities our community is prioritizing.

**Are you serving, or have you served, on any citizen boards or commissions?**  
 (If yes, list the organizations and dates of service. Use extra pages if necessary.)

Organization	Date(s) of service
Organization	Date(s) of service

**Please provide a brief background sketch including job experience, education, skills, hobbies, and special areas of interest.**

Government and operations has been a passion of mine since the age of 13. I have focused a lot of energy and intentionality around becoming involved in as many opportunities as I can. During my junior year of college at the UW, I was chosen to participate as a legislative intern for the WA state Senate. I worked for the minority leader, senator Mike Hewitt for the 2009 session. In this position I met so many people from different backgrounds and with different asks/ needs. I was asked back to work the next two sessions serving as a session assistant for Senator Honeyford. After the 2011 session, I began working for Congresswoman Jamie Herrera Beutler's office as a casework representative. In this position I learned how to navigate the many complicated layers of government to assist someone find resolution. I stayed with the Congresswoman's office until 2017. I then moved back to Seattle and worked for UW Hospital administration in the President's office as the VP's assistant. Working in healthcare has been an experience that I have enjoyed. Learning how layered hospitals and healthcare is from the perspective of an assistant has been a key moment in my career. I was asked to be on the emergency covid response team for UW Medicine. The work we did there is something I will always be proud of. In 2021, there was an opportunity to take my current position at the Yakima Valley Farm Workers Clinic. I jumped at the opportunity to move back to my beloved community.

**What problems, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)**

My family has lived in Grandview since 1999. I have been able to watch our community grow and stretch into new horizons. An issue that I see as a central point that can be investigated is the availability of affordable housing. I have had plenty of conversations with folks that want to live in Grandview but because there are no affordable rental properties, they are forced to look outside of our area.

**What special skills, knowledge, or experience do you have to contribute to the City Council? (Use extra pages if necessary.)**

I believe that my experience within the different levels of government will be an asset. I have moved and lived a lot of places since I left Grandview in the fall of 2006. Grandview has always been my home. Moving home has been one of the best decisions I have made. Being a part of city council will be one of the greatest honors. I am excited and energized at the prospect of helping our city any way I can.

**What limitations, if any, are placed on the time you would be available for meetings and other activities? How much time are you able to devote to the duties of the City Council? (Use extra pages if necessary.)**

I work in Yakima Monday thru Friday 8:00-5:00. I can attend meetings starting at 6:00.

**Please list three residents of the City of Grandview you wish to use as personal references that can provide us with information pertinent to your application:**

Name: Lynda Phillips  
Address: 1100 S. Euclid  
Telephone: 509-305-1948

Name: Chelsea Stanton  
Address: 580 Mountainview Rd  
Telephone: 509-831-9714

Name: Matt Phillips  
Address: 1100 S. Euclid  
Telephone: 509-305-2325

Signature of Applicant:

Ashley Lara

Date:

11/11/22

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.

## Ashley P. Lara

(425) 478-2747 / ashleylara06@gmail.com

### EXECUTIVE SUMMARY

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- Ability to streamline complex engagements between leadership, operation teams, and administrative amenities.
- Dedicated to making the lives of busy officials easier by serving as an effective gatekeeper to help prioritize critical initiatives.
- Expert at building and maintaining professional relationships while preserving highly classified and confidential information with discretion and integrity.
- Swift learner with the proven ability to produce high-quality work on deadline and deliver exceptional customer service.
- Highly organized, responsive, and a proven dependable team player.
- Passion for creativity and opportunities for innovation of a growing industry.

### PROFESSIONAL EXPERIENCE

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#### **Yakima Valley Farm Workers Clinic Government Relations Manager**

**September 2021- Present**

- Responsible for developing and implementing all aspects of Yakima Valley Farm Workers Clinic (YVFWC) government relations necessary to improve and protect mission and goals.
- Provide insight to executive leadership regarding current state and federal legislation and positioning.
- Help to guide development and implementation of YVFWC political strategies.
- Collaborate with executive leadership, Vice Presidents, and directors to develop public policy positions, create supporting documents, and provide timely correspondence to YVFWC sites about issues that need attention and feedback.
- Assists in developing YVFWC health care policies in consultation with the states of Oregon and Washington along with federal professionals.
- Research bills, reports, and proposals regarding healthcare financing.
- Monitor federal, state, and local policymaking bodies to identify proposals that will impact YVFWC mission and/or legislative agenda.
- Work with staff, patients, public, state primary care associations, and others to promote the YVFWC legislative agenda. This includes setting up meetings with state and federal elected officials, organizing clinic tours, and training key staff on public policy issues.
- Developed relationships with key influencers and decision makers, such as state legislators, legislative staff and allied health care interest who help shape policies which contribute to excellent health care.

#### **University of Washington Medicine**

Office of President, UW Medicine Hospitals and Clinics

**January 2018- August 2021**

#### **Executive Assistant, Associate Vice President of Clinical Integration**

**August 2018- August 2021**

- Responsible for managing the executive office operations for the Office of Chief Health System Officer and the Associate Vice President of Clinical Integration.
- Provide professional executive support for the enterprise-wide administration of the Strategic Planning & Clinical Integration business unit within UW Medicine.
- Provide high-level of complex programmatic support to the Associate VP of Clinical Integration focusing on managing communication amongst the health system entities in support of UW Medicine-wide operational work for the Chief Health System Officer.
- Serve as a confidential liaison between the administrative operations offices and the executive teams within the health system, schools, and departments and key public, regulatory, and legislative constituents.
- Prepare and timely escalate issues, including researching, collecting data, and providing recommendations for action.
- Manage the performance, training, and management of two direct report staff by establishing administrative standards and guidelines for optimal team and individual performance.

#### **Executive Assistant, Transformation of Care (TOC) & Population Health Management (PHM) January 2018- August 2018**

- Provide executive-level administrative support and coordination for the Administrators of TOC and PHM.
- Execute on-site operational support for UW Tower staff members, handle supply orders, and escalate site specific issues.
- Organize and manage overall operational business duties including supporting the managerial operations, systems, and resource planning for the department.
- Maintain complex calendars, respond to time-sensitive information requests, and develop opportunities for efficiency.
- Translate and communicate senior leadership's vision, values, and mission for the organization.
- Provide data analysis, statistical review, and prepare project report summaries for presentations.
- Assist with onboarding of new staff members.
- Arrange department discussions and own meeting minutes throughout and post engagements.

**King County**

Office of Councilmember Kathy Lambert

**August 2017 – December 2017****Legislative Aide**

- Manage Councilmember's complex and frequently changing appointments and travel arrangements.
- Develop and maintain nonfiction system for upcoming deadlines on incoming requests, projects, and events.
- Partner with various teams, departments, and committees including the Regional Water Quality, Budget and Fiscal Management, Committee of the Whole, Health, Housing & Human Services Committee, Law & Justice, Transportation, Economy, & Environment, as well as the King County Flood Control District Executive Committee.

**U.S. House of Representatives**

Offices of Congresswoman Jamie Herrera-Beutler

**June 2011 – August 2017****Project Manager****June 2015 – August 2017**

- Owned partnerships with various Federal Agencies to resolve constituent matters.
- Functioned as District liaison regarding United States immigration and foreign policies.
- Managed a network of 100+ federal cases via Fireside by assigning projects to a team of caseworkers and directing highly accurate congressional responses to appropriate entities.
- Reported directly to the Congresswoman on district issues while communicating status and resolutions.
- Assisted with scheduling and managing of the Congresswoman's busy calendar.
- Established and cultivated long term relationships between the Congresswoman and constituents while seamlessly maintaining positive public image.

**Project Coordinator****June 2011 – September 2015**

- Partnered with various Federal Agencies to resolve constituent matters.
- Planned, advised, and executed community outreach activities.
- Guided constituents to effectively adhere to established policy and processes.
- Proactively established quality assurance efforts.
- Independently initiated, managed, and successfully resolved majority of the office's casework projects.
- Managed 60+ caseloads via Fireside.
- Coordinated events, scheduled interviews, and executed annual ceremony for all Military Service Academy nominations.
- Provided logistics support at special events and meetings attended by the Congresswoman.
- Spoke on behalf of the Congresswoman at events where she could not personally attend.

**Washington State Senate**

Senator Mike Hewitt, Senator Jim Honeyford

**December 2009 – April 2011****Legislative Aid**

- Met with constituents and activist groups on behalf of the Senator to relay remarks and observations.
- Organized and attended meetings and events between the Senator, his constituents, and agency officials.
- Researched and drafted responses to constituents on behalf of the Senator.
- Tracked legislation throughout the legislative process and provided updates to the district.

**EDUCATION****University of Washington**

Bachelor of Arts in Global Studies; Minor in Human Rights

**September 2006 – December 2010**



Please return completed application to:  
 City Clerk, City of Grandview  
 207 West Second Street  
 Grandview, WA 98930  
 PH: (509) 882-9200  
 FAX: (509) 882-3099  
 www.grandview.wa.us

**DECLARATION OF INTEREST**

I wish to be of service to our Community and request your consideration for appointment to the Grandview City Council

**NAME:** Lucy Prieto  
**ADDRESS:** 1214 Katy Court  
**CITY, STATE, ZIP:** Grandview, WA 98930  
**PHONE:** 509.305.1167 (home) 509.882.5035 (work)  
**E-MAIL:** jlprieto97@gmail.com  
**EMPLOYER/OCCUPATION:** Grandview School District

**Are you a resident of the City of Grandview?** Yes  
**Are you a registered voter?** Yes  
**Length of residence in the City of Grandview?** 30 years

**What community activities have you participated in during the past five years?**  
 (Use extra pages if necessary)

National Night Out events, Community events: DriveThru partnership events for community and school district families .Community: insecurity (food box distribution) COVID health resources, Community Easter Egg Hunts, Community Parades, and multiple programming and partnership events between school district and community

**Are you serving, or have you served, on any citizen boards or commissions?**  
 (If yes, list the organizations and dates of service. Use extra pages if necessary.)

Organization	Date(s) of service
Organization	Date(s) of service

**Please provide a brief background sketch including job experience, education, skills, hobbies, and special areas of interest.**

27 years in Education as a practitioner and administrator. Currently serve as the Grandview School District Federal and State Programs Director. Have been in my current position for the last 15 years. Currently possess a Bachelors in Elementary Education, Masters in Professional Development, School and Program Administrator Certification & Licensing, and currently working on the completion of a Doctorates Degree in Education, with a specialization in Organization Leadership and Development. Prior to Education, have diverse series of job related experiences in retail and sales, franchise management, and adult basic education classes instructor at the community college level in Grandview. Area of current research study focus for my doctorates is in youth resilience and development of healthy youth. Focusing on risk and protective factors in migrant Latinx youth and the impact of community, school, family and peers on healthy youth behaviors. Enjoy learning, collaborating, working with others to address community needs. Interested in working to address the unique needs of community youth engagement.



**What problems, issues or concerns do you see facing the City Council and how would you propose they be addressed? (Use extra pages if necessary.)**

Currently, I see the need for the city council to address community engagement for a diverse set of members: youth (the future leaders of our community); diversity- ethnic groups/activities that add value to the makeup of the community of Grandview; fellowship to build on the unique strengths different age groups, ethnic and cultural groups and experiences of the Grandview Community. Establishing a welcoming community that embraces the differences its members contribute to it. To address this- multiple opportunities to seek the voice and involvement of its constituents is necessary.

**What special skills, knowledge, or experience do you have to contribute to the City Council? (Use extra pages if necessary.)**

Community based partnership experiences, knowledge and direct experience in the decision-making process; financial and operations management; working with small and large budgets, federal and state grants, leadership and capacity development of stakeholder groups, communication and public speaking with english-spanish speaking populations and demographics, resourceful and currently part of a Collective Impact Workgroup focused on Yakima Valley Partnerships.

**What limitations, if any, are placed on the time you would be available for meetings and other activities? How much time are you able to devote to the duties of the City Council? (Use extra pages if necessary.)**

Currently, the only limitation and availability would be restricted to short notifications to attend, support or collaborate that may interfere with regular work week and workday hours. However, with timely notification, would work best to plan for my attendance at meeting and activities. Currently, committing to availability of city council meetings twice a month, and any other council required activities or memberships.

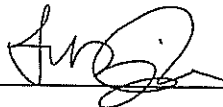
**Please list three residents of the City of Grandview you wish to use as personal references that can provide us with information pertinent to your application:**

Name: Irma Medina  
Address: 605 Park Avenue, Grandview, WA  
Telephone: 509.830.4624

Name: Diann Zavala  
Address:  
Telephone: 509.840.3990

Name: Elizabeth Gonzalez  
Address: Grandview, WA  
Telephone: 509.830.2674

Signature of Applicant: \_\_\_\_\_



Date: 10.1.22

The City thanks you for your interest in volunteering your time to serve the citizens of Grandview.



**CITY OF GRANDVIEW  
NOTICE OF FILING AND PUBLIC HEARING  
2023 PRELIMINARY BUDGET**

**NOTICE IS HEREBY GIVEN** that the Mayor of the City of Grandview has filed the 2023 Preliminary Budget with the City Clerk. Copies of the Preliminary Budget will be available to the public on November 10, 2022. To request a copy, please call City Hall at (509) 882-9200 or email [anitap@grandview.wa.us](mailto:anitap@grandview.wa.us). The Preliminary Budget is also available on the City's website at [www.grandview.wa.us](http://www.grandview.wa.us).

The City Council will conduct a Public Hearing on the 2023 Preliminary Budget on **Tuesday, November 22, 2022, 7:00 p.m.** The public is invited to attend this hearing and provide written and oral comments on the proposed Budget. The hearing will be held in person and via teleconference.

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

Join Zoom Meeting

<https://us06web.zoom.us/j/89491194561?pwd=Si9xK011anlZWdMa0dMY1BTVFR4dz09>

To join via phone: +1 253 215 8782

Meeting ID: 894 9119 4561

Passcode: 263995

If you have a disability for which you will need reasonable accommodations, please contact the City Clerk, at the preceding address or telephone (509) 882-9200 one week prior to the meeting.

**CITY OF GRANDVIEW**

Anita G. Palacios, MMC  
City Clerk

Publish: Grandview Herald – November 2 & 9, 2022

**CITY OF GRANDVIEW  
CITY COUNCIL**

**PUBLIC HEARING PROCEDURE**

THE FOLLOWING PROCEDURE IS USED BY THE GRANDVIEW CITY COUNCIL TO MEET APPEARANCE OF FAIRNESS REQUIREMENTS:

MAYOR

1. The public hearing for the purpose of receiving comments on the **2023 Preliminary Budget** is now open.
2. Public comments will now be received. When you address the Council, begin by stating your name and address for the record.
3. Comments received by mail will now be entered in the record. The City Clerk will read any received.
4. The public testimony portion of this hearing is now closed. No further comments will be received.

**ORDINANCE NO. 2022-21**

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

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

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

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

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

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at a special meeting on November 22, 2022.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

PUBLISHED: 11/23/22  
EFFECTIVE: 11/28/22

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

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

**RESOLUTION NO. 2022-58**

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

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

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

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

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

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 22, 2022.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

## ANIMAL CONTROL AGREEMENT

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

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

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

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

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

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

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

### 1. Animal Shelter Services

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

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

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

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

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

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

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

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

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

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

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

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



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

**2. City Animal Control Officer Duties**

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

**3. Humane Society Standby Coverage.**

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

**4. Consideration.**

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

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

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

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

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

**12. Humane Society Insurance.**

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

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

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

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

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

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

TO CITY:

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

TO HUMANE SOCIETY:

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

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

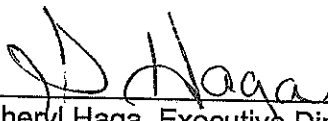
- 1. **Survival.** Any provision of this Agreement which imposes an obligation after termination or expiration of this Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.
- 2. **Governing Law.** This Agreement shall be governed by and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

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

**CITY OF Grandview**

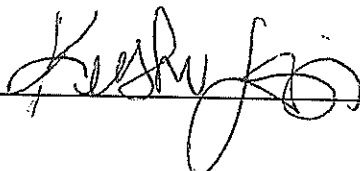
**YAKIMA HUMANE SOCIETY**

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

By:   
Sheryl Haga, Executive Director

ATTEST:

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

By: 

**RESOLUTION NO. 2022-59**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO ENTER INTO A REPRESENTATION  
AND FEE AGREEMENT FOR ATTORNEY SERVICES WITH THE  
LAW FIRM OF MENKE JACKSON BEYER, LLP**

**WHEREAS**, the City has contracted with Menke Jackson Beyer, LLP, for attorney services since December 2010; and

**WHEREAS**, Menke Jackson Beyer, LLP, has prepared a new Representation and Fee Agreement commencing January 1, 2023; and

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

The Mayor is hereby authorized to sign a Representation and Fee Agreement for City Attorney services with the law firm of Menke Jackson Beyer, LLP, in the form attached hereto and incorporated herein by reference.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on November 22, 2022

**MAYOR**

\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_

**CITY CLERK**

**APPROVED AS TO FORM:**

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

## REPRESENTATION AND FEE AGREEMENT

The parties to this Agreement are the law firm of Menke Jackson Beyer, LLP, located at 807 North 39<sup>th</sup> Avenue, Yakima, Washington, hereinafter referred to as "FIRM," and CITY OF GRANDVIEW, located at 207 West Second Street, Grandview, Washington, hereinafter referred to as "CITY." Whereas, the CITY is desirous of retaining the FIRM for the purposes of advice, counseling, and representation pertaining to municipal law matters specified below.

THE PARTIES agree to the following terms and conditions:

### ARTICLE I – STATEMENT OF WORK

The FIRM shall represent the CITY in municipal law matters (excluding criminal matters, bond matters, levy lid and related matters) involving the CITY as directed by the Mayor, City Administrator and City Clerk. Work will be coordinated by the City Administrator through the City Attorney/General Counsel (as designated below) and will be performed and administered as follows:

- A. City Attorney/General Counsel Services: City Attorney/General Counsel Services will include: drafting, preparation and review of ordinances and resolutions, contracts, public record requests, deeds and legal documents and instruments, attendance at City Council meetings, attendance at meetings in preparation for City Council meetings and rendering of legal opinions, and attendance at Council retreats. City Attorney/General Counsel Services shall also include monitoring litigation in which the CITY's insurance pool is providing legal counsel for claims against the CITY, but shall not include other litigation, whether currently pending, threatened, asserted or unasserted. The FIRM will issue a series of billing numbers that relate to City Attorney/General Counsel Services and will keep track of time associated with such matters.
1. The CITY has designated Quinn Plant, a Partner with the FIRM, as City Attorney/General Counsel. Although the firm and the CITY have designated Quinn Plant as City Attorney/General Counsel, other Partners and Associates of the FIRM may be contacted, depending on the particular inquiry, to provide more specific assistance based on their experiences (see "C" below).
  2. The Mayor, City Administrator and City Clerk may contact the City Attorney/General Counsel as well as members of the FIRM regarding City Attorney/General Counsel services and Other Legal Services addressed below.
- B. Other Legal Services: Other Legal Services shall include but not be limited to: land use, personnel matters, labor law and labor negotiations matters, claims against the CITY, litigation against the CITY, enforcement of ordinance and violations and Other Legal Services outside the City Attorney/General Counsel

services described above. When Other Legal Services issues arise, the FIRM will issue a separate billing number and will allocate its billings based on the separate billing number.

- C. The following types of City Attorney/General Counsel Services issues may be referred by the CITY representatives to the attorneys referenced below based on the focus of each attorney, so long as coordinated with the City Attorney/General Counsel (e.g. copying correspondence on inquiries to the City Attorney/General Counsel):
1. Ken Harper for planning, planning commission, land use, condemnation and environmental matters.
  2. Quinn Plant and Seann Mumford for Council, ordinance and resolution matters and contract reviews.
  3. Quinn Plant for Public Records Request matters.
  4. Tony Menke, Rocky Jackson, Kirk Ehlis or Seann Mumford for discrimination defense, employee/employment matters, as well as providing representation before various administrative agencies such as EEOC, Public Employment Relations Commission, etc.
  5. Tony Menke will serve as the primary attorney and chief negotiator for labor negotiations, mediations and interest arbitrations.

## ARTICLE II – FEES AND COSTS

The CITY agrees to pay the FIRM on the following basis:

- A. The CITY agrees to pay the FIRM the sum of four thousand five hundred dollars (\$4,500.00) per month for General Counsel Services. This amount is a flat fee and not a fee advancement. This flat fee is predicated on the basis of an average hourly rate of two hundred twenty-five dollars (\$225.00) per hour for a minimum of twenty (20) hours per month. Although neither party shall be entitled to reimbursement if the amount of hours exceeds or is less than this number of hours indicated, the parties shall evaluate and reassess this flat fee at least quarterly and adjust the flat fee periodically by mutual agreement between the City Administrator and General Counsel. The FIRM will track the number of hours spent on General Counsel Services so that the parties have a reference point from which to discuss and negotiate the reassessment of the flat fee.
- B. For Other Legal Services the CITY agrees to pay the FIRM the sum of two hundred twenty-five dollars (\$225.00) per hour for services of Partners, two hundred dollars (\$200.00) per hour for services of Associate Attorneys, ninety-five dollars (\$95.00) per hour for the services of Legal Interns, and fifty-five



dollars (\$55.00) per hour for support staff. Time is calculated on the basis of a one quarter-hour increment or greater. In regards to labor negotiations for collective bargaining agreements, Anthony Menke will prepare for, coordinate with management and, so long as he serves as the chief labor negotiator at the bargaining table with the unions, will charge two hundred dollars (\$200.00) per hour for such preparations and negotiations, mediations and interest arbitrations. If the CITY chooses to have someone other than Anthony Menke at the bargaining table then all time spent in preparation for, coordination of negotiations, mediations and interest arbitrations shall be at the rate of two hundred twenty-five dollars (\$225.00) per hour for services. In addition, the CITY shall consult with Anthony Menke regarding preparations for and before making proposals and counter proposals for mediations. The CITY shall utilize only the services of Anthony Menke for preparations for and presentation of the CITY's positions in the Interest Arbitration process.

- C. The CITY agrees to pay the FIRM for work by legal assistants on public record request matters at the rate identified in paragraph B above. If and when fees incurred under this section in any given month reach the sum of five hundred fifty dollars (\$550), the FIRM shall notify the CITY. Thereafter, the FIRM will not undertake additional work on public records request matters absent direction from the City Administrator.
- D. In addition to the fees payable for General Counsel Services and Other Legal Services, the CITY shall reimburse the FIRM for any and all costs incurred by the FIRM associated with providing representation to the CITY, including but not limited to meals, lodging, mileage, long distance telephone charges, photocopying charges, facsimile charges, filing fees, deposition transcription charges, on-line research, arbitrator costs, and similar costs. The FIRM shall not be reimbursed for mileage or travel time when such mileage and travel time are in connection with the FIRM providing General Counsel Services. The CITY agrees to pay one-half the hourly rate for travel time and mileage when such travel time is in connection with the FIRM providing Other Legal Services. Mileage will be charged at the current Internal Revenue Service rate per mile.

### ARTICLE III – TERMS OF PAYMENT

The CITY shall pay the FIRM at its 1st regularly scheduled Council meeting of each month (2nd Tuesday of the month) provided the billing for the previous month is received by the Thursday prior to the 2<sup>nd</sup> Tuesday of the month, for voucher/warrant processing. If billing is not received as indicated above, it will be paid on the next regularly scheduled meeting.

### ARTICLE IV - TERM OF AGREEMENT

The term of this Agreement shall be two years subject to the reassessments and renegotiations set forth in Article II, Section A. This Agreement shall become effective January 1, 2023. This

Agreement shall be subject to termination by either party upon six (6) months written notification.

Dated this 22nd day of November, 2022, the parties confirm their agreement to the above terms and conditions through their representative signatures below:

CITY OF GRANDVIEW  
(CITY)

MENKE JACKSON BEYER, LLP  
(FIRM)



\_\_\_\_\_  
GLORIA MENDOZA  
Mayor

\_\_\_\_\_  
QUINN N. PLANT  
Partner

ATTEST:

\_\_\_\_\_  
ANITA PALACIOS  
City Clerk