

**GRANDVIEW CITY COUNCIL
COMMITTEE-OF-THE-WHOLE
MEETING AGENDA
TUESDAY, MAY 12, 2026**



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

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

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

PAGE

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. NEW BUSINESS**
 - A. Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2026 Swim Team Program 1-6
 - B. Resolution authorizing the Mayor to sign a Preliminary Engineering Services Agreement with BNSF Railway Company for the Stover Road Railroad Crossing Improvements Project 7-14
 - C. Resolution authorizing the Mayor to sign an agreement with ARC Architects for the New Police Facility Feasibility Study 15-27
 - D. Climate Priority Community Assets – Climate Resilience Element 28-36
 - E. Contract for Indigent Defense Services 37
- 4. CITY ADMINISTRATOR AND/OR STAFF REPORTS**
- 5. MAYOR & COUNCILMEMBER REPORTS**
 - A. Sub-Committee Updates
- 6. ADJOURNMENT**

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, May 12, 2026 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/87488214659?pwd=9uR7LAJmH4dBpcJQjpE32uR5Slv5IR.1>

To join via phone: +1 253 215 8782

Meeting ID: 874 8821 4659


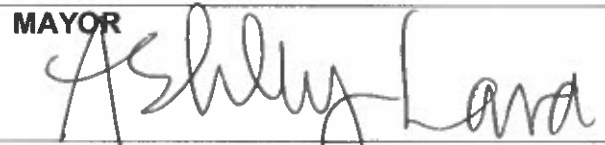
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**CITY OF GRANDVIEW
AGENDA ITEM HISTORY/COMMENTARY
COMMITTEE-OF-THE-WHOLE MEETING**

ITEM TITLE Resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2026 Swim Team Program	AGENDA NO.: New Business 3 (A) AGENDA DATE: May 12, 2026
DEPARTMENT Parks & Recreation – Aquatics	FUNDING CERTIFICATION (City Treasurer) (If applicable)

DEPARTMENT DIRECTOR REVIEW

Gretchen Chronis, Parks & Recreation Director

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

Washington Cities Insurance Authority strongly recommends that the City enter into Recreational Use Permits between those athletic organizations that are utilizing City owned recreational facilities to conduct their respective programs.

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

Attached is the Recreational Use Permit between the City and the Grandview Neptune Rotary Swim Team for the 2026 season. The Swim Team Treasurer has reviewed and signed the agreement.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2026 Swim Team Program to the May 12, 2026 regular Council meeting for consideration.

RESOLUTION NO. 2026-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A RECREATIONAL USE PERMIT
BY AND BETWEEN THE CITY OF GRANDVIEW AND THE GRANDVIEW NEPTUNE
ROTARY SWIM TEAM FOR THE USE OF THE SWIMMING POOL –
2026 SWIM TEAM PROGRAM**

WHEREAS, the City of Grandview and the Grandview Neptune Rotary Swim Team desire to enter into a Recreational Use Permit regarding the use of the swimming pool for the 2026 Swim Team program;

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

The Mayor is hereby authorized to sign a Recreational Use Permit by and between the City of Grandview and the Grandview Neptune Rotary Swim Team for the use of the swimming pool – 2026 Swim Team program in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RECREATIONAL USE PERMIT

By and Between the City of Grandview and the
Grandview Neptune Rotary Swim Team
For the Use of the Swimming Pool – 2026 Swim Team Program

This Agreement, entered into this 12th day of May, 2026 is made and entered into by and between the City of Grandview, a municipal corporation, hereinafter referred to as “City”, and the Grandview Neptune Rotary Swim Team, a non-profit organization, hereinafter referred to as the “Swim Team”.

1. Recitals:

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

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

2. Agreement:

2.1 Safety:

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

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

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

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

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

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

2.2 Scheduling:

2.2.1 Swim Team may begin use of the pool with the permission of the Parks and Recreation Director once the pool has been filled and has passed pre-season inspection by City staff. The season will end following the Mid Valley League Championships.

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

- Monday through Friday from 8:00-11:00 a.m. beginning June 8, 2026. (weekday evening practices 6-8 p.m. June 1-5 while school is in session).
- Up to six mutually scheduled Home Swim Meets (6:00 p.m. start until closing for meets).
- Mutually scheduled practice times, prior to the pool opening to the general public.

2.3 Facility Maintenance:

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

2.4 Use Payment:

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

2.4.2 On July 1, 2026 the Swim Team Shall submit a letter to the City requesting the release of \$350 that has been earmarked for Swim Team Scholarships through the annual United Way of Central Washington funding.

2.5 Liability Insurance:

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

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

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

2.6 Concessions:

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

2.7 Community Athletic Program-Sexual Discrimination Prohibited:

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

2.8 Early Termination:

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

2.9 Termination for Cause:

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

2.10 Entire Agreement:

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

2.11 Assignment:

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

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

City of Grandview

Swim Team

By: _____
Mayor Ashley Lara

By: _____
Team President or Board Member

ATTEST:

By: _____
Anita Palacios, City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

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

ITEM TITLE	AGENDA NO.: New Business 3 (B)
Resolution authorizing the Mayor to sign a Preliminary Engineering Services Agreement with BNSF Railway Company for the Stover Road Railroad Crossing Improvements Project	AGENDA DATE: May 12, 2026
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Public Works Department	N/A

DEPARTMENT HEAD REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR

MAYOR




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

In 2025, the City received a grant from the Washington State Department of Transportation in the amount of \$1,076,535 to upgrade the railroad crossing on Stover Road and Wine Country Road. The improvements include; railroad crossing arms, pedestrian & bicycle facilities, resurface the roadway, and install fencing near the crossing to deter pedestrians on the pathway from crossing the tracks in areas other than the crossing at Stover Road.

Yakima County completed the final offers and letters including obtaining signatures from both the property owner and the City to acquire the necessary right-of-way to start the project.

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

This agreement with BNSF Railway Company, includes, but is not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the project at an estimated cost of \$22,560.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign a Preliminary Engineering Services Agreement with BNSF Railway Company for the Stover Road Railroad Crossing Improvements Project to the May 12, 2026 regular Council meeting for consideration.

23119 - GV - Stover Road Railroad - Railroad Review Agreement

From Stephen Hazzard <shazzard@hlacivil.com>

Date Sun 4/26/2026 1:02 PM

To John Simmons <jsimmons@grandview.wa.us>; Shane Fisher <sfisher@grandview.wa.us>

Cc Tanner Lange <tlange@hlacivil.com>; Anita Palacios <anitap@grandview.wa.us>

 1 attachment (32 KB)

BF-20546888+Stover Road_ Grandview WA_Prem_Eng_Agr_Grandview_WA_098606R.docx;

CAUTION: External Email

Hi John and Shane,

We are working with BNSF on design reviews and permanent easement documents. BNSF provided the attached Preliminary Engineering Agreement that must be completed before they will get started on their review. The estimated cost of \$22,560 is for BNSF and their consultant to complete three (3) design review iterations, three (3) 1-hour long virtual meetings, and an on-site diagnostic team meeting.

I will work with WSDOT to get these expenses to be eligible through the existing funding.

Please review and process the agreement at your earliest convenience.

Thanks,



Stephen S. Hazzard, PE

2803 River Road, Yakima, WA 98902

Office: (509) 966-7000 | Cell: (509) 840-4746

shazzard@hlacivil.com | www.hlacivil.com

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RESOLUTION 2026-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PRELIMINARY ENGINEERING SERVICES
AGREEMENT WITH BNSF RAILWAY COMPANY FOR THE STOVER ROAD
RAILROAD CROSSING IMPROVEMENTS PROJECT**

WHEREAS, the City of Grandview received a grant from the Washington State Department of Transportation to upgrade the railroad crossing on Stover Road and Wine Country Road; and

WHEREAS, the improvements include; railroad crossing arms, pedestrian & bicycle facilities, resurface the roadway, and install fencing near the crossing to deter pedestrians on the pathway from crossing the tracks in areas other than the crossing at Stover Road; and

WHEREAS, the City of Grandview and BNSF Railway Company have reached an agreement relating to the improvements the City desires to perform within and adjacent to the BNSF Railway Company's right-of-way; and

WHEREAS, the City Council of the City of Grandview finds and determines that approving the Preliminary Engineering Services Agreement with BNSF Railway Company at an estimated cost of \$22,560 is in the best interest of the residents and City of Grandview,

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

The Mayor is hereby authorized to sign a Preliminary Engineering Services Agreement with BNSF Railway Company for the Stover Road Railroad Crossing Improvements Project in the amount of \$22,560, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Contract Number: BF-20546888

PRELIMINARY ENGINEERING SERVICES AGREEMENT
Project Review and Diagnostic Evaluation

BNSF File No.: BF-20546888
Mile Post 47.98
Line Segment 448
U.S. DOT Number 098606R
Granger Subdivision

This Agreement (“**Agreement**”) is executed to be effective as of _____, 2026 (“**Effective Date**”), by and between BNSF RAILWAY COMPANY, a Delaware corporation (“**BNSF**”) and the City of Grandview, a political subdivision of the State of WA (“**Agency**”).

RECITALS

WHEREAS, BNSF owns and operates a line of railroad in and through the City of Grandview, State of WA;

WHEREAS, Agency has stated its intention to proceed initially with a project to Stover Road Railroad Crossing Improvements (the “**Project**”)

WHEREAS, Agency has requested that BNSF perform certain preliminary engineering review services and other Work (defined below) with respect to its railroad facilities located at or near the Project site to facilitate Agency’s evaluation of the feasibility of proceeding with the Project; and

WHEREAS, BNSF is agreeable to performing the Work, subject to the terms and conditions of this Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



Contract Number: BF-20546888

1) Scope of Work

As used herein, the term "**Work**" includes all work performed by BNSF, its employees, contractors, consultants, or other agents (collectively, the "**BNSF Parties**") pursuant to this Agreement, including, but not limited to: (a) conducting on-site visits including diagnostic evaluations; (b) performing preliminary engineering services; (c) developing cost estimates for construction of the Project; (d) preparing draft agreements including legal review; and (e) reviewing and/or providing comments on preliminary layouts or other designs, plans, and/or documents in connection with the Project.

2) Payment and Deposit for Work

Agency authorizes BNSF to proceed with the Work relating to the Project. Agency shall pay and reimburse BNSF for all actual costs and expenses that BNSF incurs in performing the Work, including without limitation: (a) labor, supplies, and material; (b) direct and indirect labor and contractor charges including additives; (c) delivery charges; (d) BNSF's additives and overhead, as such are in effect on the date BNSF prepares its final billing; and (e) all applicable taxes due, paid, or payable by BNSF on such products and services, including sales and use taxes, business and occupation taxes, and similar taxes (collectively, "**Actual Costs**"). BNSF's estimated cost for Work on this Project is **\$22,560 ("Estimated Cost")**. Any estimate provided by BNSF for the Work shall not be a limitation on the Work to be performed or the costs and expenses incurred, which Agency shall reimburse to BNSF in full.

During its performance of the Work pursuant to this Agreement, BNSF will send Agency progressive invoices detailing the costs of the Work performed to date. Agency must reimburse BNSF for completed Work within thirty (30) days of the date of the invoice for such Work. Upon final completion of the Work, BNSF will send Agency a detailed invoice of final costs. Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past such thirty (30) or ninety (90) day terms, as applicable. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

3) Scope and Limitations of Agreement



Contract Number: BF-20546888

The parties acknowledge that entering into this Agreement does not of itself obligate either BNSF or Agency to participate in the construction of the Project. If Agency elects to proceed with the Project after the Work is performed, then BNSF and Agency agree to enter into negotiations for appropriate agreements regarding the construction of the Project and other related activities. Nothing in this Agreement — including BNSF's performance of the Work — shall obligate BNSF to enter into any subsequent agreement or otherwise permit the Project *except and subject to* any terms and conditions that BNSF may subsequently approve in its sole discretion.

Notwithstanding anything to the contrary in this Agreement, BNSF's review, approval, and/or other participation in the Project or any element thereof, including the Work performed by the BNSF Parties hereunder, are expressly limited to — and are intended and understood by the parties to be in furtherance of — BNSF's railroad purposes, and are not in furtherance of Agency's purposes in undertaking the Project. All Work performed hereunder is intended for use in evaluating the impact of the Project on BNSF's railroad and the costs to Agency associated therewith. BNSF is providing the Work in consideration of BNSF's subjective standards for its railroad purposes only. Consequently, the Work shall in no way be construed or deemed to be BNSF's recommendation, condition, or direction to Agency, nor shall the Work be construed or deemed to be BNSF's opinion or approval that the plans and specifications or any work intended or completed on the Project (a) is appropriate for any other purpose including highway purposes; (b) is structurally sound; or (c) meets applicable standards, regulations, laws, statutes, local ordinances, and/or building codes. No benefits to Agency or any third party are provided, intended, or implied herein. Agency shall at all times be solely responsible for the adequacy and compliance of all design elements of the Project for highway and other public purposes. **AGENCY SHALL WAIVE ANY CLAIMS AGAINST BNSF FOR — AND SHALL RELEASE BNSF FROM — ANY AND ALL CLAIMS WHICH MAY OR COULD RESULT FROM THE WORK PERFORMED HEREUNDER, AND IF APPLICABLE TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY SHALL INDEMNIFY BNSF FOR AND HOLD IT HARMLESS FROM AND AGAINST ANY SUCH CLAIMS.**

4) No Right of Entry

Nothing in this Agreement shall be construed as providing Agency or its contractors, consultants, or other agents any right of entry upon property owned or occupied by BNSF. Any preliminary engineering or other work required by Agency in connection with the Project necessitating entry upon BNSF's railroad right-of-way shall only be conducted as



Contract Number: BF-20546888

authorized by a separate written permit obtained by Agency from BNSF for such entry ("Entry Permit").

The Entry Permit will provide that any on-site visits, including diagnostic evaluations, by Agency and its parties required for the Project shall be conducted only from adjoining properties, and Agency shall ensure that no attendees enter or remain on BNSF's right-of-way, except when using an authorized highway-rail crossing designated for such purpose.

Agency or its agents must contact BNSF's Manager of Public Projects, Kyle Leatham at 206-625-6152, or BNSF's permitting agent Jones Lang LaSalle Brokerage, Inc. ("JLL") at <http://bnsf.railpermitting.com/> to obtain the required Entry Permit prior to any entry.

5) Disclaimer

BNSF GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, QUALITY, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER MATTER, OF OR FOR THE WORK PERFORMED PURSUANT TO THIS AGREEMENT OR ANY REPORT OR OTHER DELIVERABLE WHICH BNSF MAY FURNISH TO AGENCY PURSUANT TO THIS AGREEMENT. BNSF SHALL IN NO WAY BE RESPONSIBLE FOR AGENCY'S PROPER RELIANCE UPON, INTERPRETATION OF, OR OTHER USE OF THE WORK. BNSF IS NOT A CONTRACTOR, AGENT, PARTNER, OR JOINT VENTURER OF AGENCY BECAUSE OF THIS AGREEMENT OR BECAUSE OF BNSF'S PERFORMANCE OF THE WORK. LIKewise, THE BNSF PARTIES WHO MAY ASSIST BNSF IN PERFORMING THE WORK ARE DOING SO FOR BNSF'S BENEFIT ONLY, AND ARE NOT — AND SHALL NOT BE DEEMED TO BE — CONTRACTORS, SUBCONTRACTORS, OR AGENTS OF AGENCY.



Contract Number: BF-20546888

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first written above.

City of Grandview

BNSF Railway Company

By: _____

By: _____

Name: Ashley Lara, Mayor

Name: _____
Manager Public Projects

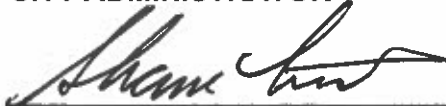
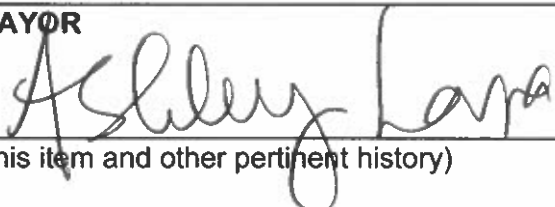
Accepted and effective this ___ day of _____, 2026.

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

ITEM TITLE	AGENDA NO.: New Business 3 (C)
Resolution authorizing the Mayor to sign an agreement with ARC Architects for the New Police Facility Feasibility Study	AGENDA DATE: May 12, 2026
DEPARTMENT	FUNDING CERTIFICATION (City Treasurer) (If applicable)
Administration	N/A

DEPARTMENT HEAD REVIEW

Shane Fisher, City Administrator

CITY ADMINISTRATOR	MAYOR
	

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

In 2025, the City received an appropriation from the Washington State Legislature to purchase the property for a new Police Station. The funding is also intended to start the conceptual design and feasibility for the site.

The property was purchased on November 12, 2025, for \$339,200. After the purchase of the property, the City has approximately \$195,000 as the remaining balance on the appropriation.

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

ARC Architects has provided professional design services to public agencies and non-profits in the Pacific Northwest for over 50 years, with a primary focus on creating solutions that are a positive addition to the communities they work with. They are avid listeners with years of Police Department master planning, conceptual design/estimating, and regional building code and land use experience.

ARC (Architect, Prime Consultant) and Dharam Consulting (Cost Estimator, Sub-Consultant) will provide professional architectural and estimating services for a programming and feasibility effort to refine established space needs, illustrate preliminary concepts, and calculate expected construction and project costs for a New Police Station at the City's selected site. The effort would commence in the spring (2026) and extend 2 months (minimum) into the summer (2026).

Scope of Services

- Review and research codes, property boundaries, public topography mapping and any other applicable research for planning the identified property;
- Create base map for the property for site planning work (includes an in-person site visit);
- Collaborate with City staff to create a program (space needs) document;

- Create concepts for a New Police Station building (floor plan, elevation, 3D rendered view)
- Create graphics for City use;
- Define conceptual-level costs for the Opinion of Probable Cost for a determined construction start time.

Total proposed fee for the scope of services outlined within this proposal is \$32,075 including reimbursable expenses, billed on an hourly not-to-exceed (NTE) basis.

ACTION PROPOSED

Move a resolution authorizing the Mayor to sign an agreement with ARC Architects for the New Police Facility Feasibility Study to the May 12, 2026 regular Council meeting for consideration.

RESOLUTION NO. 2026-_____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN AN AGREEMENT WITH ARC ARCHITECTS
FOR THE NEW POLICE STATION FEASIBILITY STUDY**

WHEREAS, the City Council wishes to engage the professional services of ARC Architects for the New Police Station Feasibility Study; and,

WHEREAS, ARC Architects submitted a proposal for the City of Grandview,

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

The Mayor is hereby authorized to sign an agreement with ARC Architects for the New Police Facility Feasibility Study in the amount of \$32,075 including reimbursable expenses, billed on an hourly not-to-exceed basis, in the form as is attached hereto and incorporated herein by reference.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on _____, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AIA® Document B105® – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twelfth day of May in the year Two Thousand Twenty-Six

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Grandview

207 West Second Street
Grandview, WA 98930

and the Architect:

(Name, legal status, address and other information)

ARC Architects, Inc.
119 S Main Street, Suite 200
Seattle, WA 98104

for the following Project:

(Name, location and detailed description)

Grandview Police Station
Tax parcel 230915-42420

ARC (Architect, Prime Consultant) and Dharam Consulting (Cost Estimator, Sub-Consultant) will provide professional architectural and estimating services for a programming and feasibility effort to refine established space needs, illustrate preliminary concepts, and calculate expected construction and project costs for a New Police Station at the City's selected site.

Scope of Services

- Review and research codes, property boundaries, public and Owner-provided topography mapping and any other applicable research for planning the identified property;
- Create base map for the property for site planning work (includes an in-person site visit);
- Collaborate with City staff to create a program (space needs) document;
- Create concepts for a New Police Station building (floor plan, elevation, 3D rendered view)
- Create graphics for City use;
- Define conceptual-level costs for the Opinion of Probable Cost for a determined construction start time.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

Per Architect proposal dated 4/30/2026

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services.

ARTICLE 3 USE OF DOCUMENTS

The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

\$32,075

The Owner shall pay the Architect an initial payment of Zero Dollars and Zero Cents (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus Ten percent (10.00 %).

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest from the date payment is due at the rate of Ten percent (10.00 %) per annum , or in the

absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

n/a

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

BY: Ashley Lara, Mayor

(Printed name and title)

ARCHITECT (Signature)

BY: Jeff Wandasiewicz, Principal

(Printed name, title, and license number if required)

4/30/2026



Attn: Shane Fisher, Kal Fuller
City of Grandview
207 West Second Street
Grandview, WA 98930

Submitted via e-mail to sfisher@grandview.wa.us, kal.fuller@grandviewpd.us

RE: New Police Station - Feasibility Study

Shane, Kal,

ARC Architects is pleased to submit our proposal for the New Police Facility Feasibility Study located at tax parcel 230915-42420 in Grandview, WA. ARC Architects has provided professional design services to public agencies and non-profits in the Pacific Northwest for over 50 years, with a primary focus on creating solutions that are a positive addition to the communities we work with. We are avid listeners with years of Police Department master planning, conceptual design/estimating, and regional building code and land use experience.

Total proposed fee for the scope of services outlined within this proposal is **\$32,075** including reimbursable expenses, billed on an hourly not-to-exceed (NTE) basis.

Project Understanding

Per our virtual discussion on April 22nd, Grandview's existing Police Station, built in 1938, has exceeded its useful life and due to its confined downtown location is infeasible to remodel or expand. The current Station lacks adequate space for current critical functions such as evidence storage, holding cells, forensic analysis, records archiving, private interrogation rooms, and modern workstations. Coupled with that, the City's projected population growth will require an expanded Police workforce in the short- and long-term beyond what the current Station and location can accommodate.

ARC (Architect, Prime Consultant) and Dharam Consulting (Cost Estimator, Sub-Consultant) will provide professional architectural and estimating services for a programming and feasibility effort to refine established space needs, illustrate preliminary concepts, and calculate expected construction and project costs for a New Police Station at the City's selected site. The effort would commence in the spring (2026) and extend 2 months (minimum) into the summer (2026).

Scope of Services

- Review and research codes, property boundaries, public topography mapping and any other applicable research for planning the identified property;
- Create base map for the property for site planning work (includes an in-person site visit);
- Collaborate with City staff to create a program (space needs) document;
- Create concepts for a New Police Station building (floor plan, elevation, 3D rendered view)
- Create graphics or City use;
- Define conceptual-level costs for the Opinion of Probable Cost for a determined construction start time.

Attachments

See itemized fee proposal, hourly billing rate schedule, and standard reimbursable expenses. Thank you for considering ARC for this project. If you have any questions we can be reached at the contact information listed below.

Sincerely,

Jeff Wandasiewicz, AIA | Principal
ARC Architects
119 S Main St, STE 200, Seattle, WA 98104
C: (206) 383-7341
wandasiewicz@arcarchitects.com

Dan Podoll | Principal
ARC Architects
119 S Main St, STE 200, Seattle, WA 98104
D: (206) 900-0324
podoll@arcarchitects.com

GRANDVIEW NEW POLICE FACILITY
 FEASIBILITY STUDY
 FEE PROPOSAL - ARC
 4/30/2026

DESIGN SERVICES	fee	overhead	amount	remarks
Architect	\$19,975	1	\$19,975	ARC Architects
Cost Estimator	\$10,000	1.1	\$11,000	Dharam Consulting
Estimated Expenses	\$1,000	1.1	\$1,100	Team
			\$32,075	

GRANDVIEW NEW POLICE FACILITY
 FEASIBILITY STUDY
 FEE PROPOSAL - ARC
 4/30/2026

ARC ARCHITECTS FEE PROPOSAL

Managing Principal/Project Manager (P)	\$235
Architect Project Manager (PM)	\$150
Staff Designer (SD)	\$136

DESIGN SERVICES	P	PM	SD	remarks
Start				
Coordination / Scheduling	6			
Feasibility Study				
Information Gathering / Code Review	4			
Programming	9			
Site Plan	8			
New Facility Concepts	40			
Final Graphics	10			
Meetings				
Site Vists	8			Assume 1 total
Hours	85	0	0	
Hourly Rate	\$235	\$150	\$136	
Subtotal Fee	\$19,975	\$0	\$0	
				\$19,975

ARC Architects

Hourly Billing Rates Schedule 2026

All rates are reviewed annually each January

CLASSIFICATION	\$/HOUR
Consulting Principal	\$250
Managing Principal/Project Manager	\$235
Senior Project Manager	\$168
Architect /PM	\$150
Architect Designer	\$136
Staff Designer	\$128
Recent Graduate w/ Experience	\$115
Intern	\$100
Administration	\$115

ARC Architects

Standard Reimbursable Expenses

Reimbursable Expenses

Compensation for Reimbursable Expenses incurred by ARC Architects in connection with the Project shall be based on amounts invoiced to ARC Architects, plus ten percent (10%). The following list is not intended to be all inclusive but rather a list of the most common reimbursable expenses:

1. Fees paid for securing approval of authorities having jurisdiction over the Project
2. Reproductions and scanning services
3. Color & color plotting, small and large format
5. Couriers, postage and handling of documents
6. Parking, mileage and transportation expenses associated with the Project
7. Models, materials board, mock-ups and special samples requested by the Owner
9. Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants.



April 29th, 2026

Jeff Wandasiewicz
ARC Architects
119 S Main St, #200
Seattle
WA 98104

Grandview Police Facility
Cost Consulting Services, 8584-SEA-GOV-26-ARC-GRANDV

Dear Jeff:

Thank you for inviting us to submit a proposal to provide cost consulting services on this project. We understand the project comprises the detailing of cost for the design and construction for an approximate 20,000 SF Grandview Police Facility. Dharam will provide construction cost and include recommendations of soft costs.

Steve Kelly will be the Director-in-Charge. He will be supported by Associate, Andrew Jonsson, who will attend key client and design team meetings when required. Our in-house architectural, structural and MEP specialists will provide cost support.

Total Not to Exceed Fee Proposed for this Project is \$10,000 (Ten Thousand Dollars and Zero Cents).

Comprehensive project cost estimating at the following design phases:

Estimate Phase	Lump Sum Fee
Concept Design Cost Plan	\$10,000
Total	\$10,000

Services included in this fee:

- Provide Cost Estimates for Concept design.
- Present cost information in Uniformat II.
- Review draft cost information with ARC team to account for scope clarification and to properly allocate scope.
- Attend client meetings, including presentation to stakeholders.

Hourly rates

As requested, the following is a list of our standard hourly rates for participants in this project:

Resource	Standard Rate 2025 \$/Hr.
Director	\$360
Senior Associate	\$260
Associate, Architectural and Structural	\$240
Associate, Mechanical, Electrical and Plumbing	\$240
Senior Consultant, Architectural and Structural	\$175
Senior Consultant Mechanical, Electrical and Plumbing	\$175
Consultant, Architectural and Structural	\$145
Consultant, Mechanical, Electrical and Plumbing	\$145
Graduate	\$100
Intern	\$50

Travel expenses that are incurred within a 100-mile radius of our Seattle office are included in our fee. Other expenses will be billed as cost.

Any other services required will be billed at our standard charge out rates.

Payment Terms

We will arrange a payment schedule with you that allows us to invoice you periodically as we complete the work. Our payment terms are 30 days net. Payments not received within the first 30 days will incur a monthly finance charge equal to 2.5% of the balance of all outstanding sums.

We very much look forward to the opportunity of working with you on this exciting project. Please do not hesitate to contact us if you require additional information.

Sincerely

A handwritten signature in blue ink that reads "Steve Kelly". The signature is written in a cursive, flowing style.

Steve Kelly
Director Dharam Consulting, LLC

Materials for City Council meeting - Climate Priority Community Assets

From Keelan Naasz <keelan.naasz@yvcog.us>

Date Wed 5/6/2026 4:20 PM

To Anita Palacios <anitap@grandview.wa.us>

Cc Byron Gumz <byron.gumz@yvcog.us>

 3 attachments (616 KB)

2. Grandview Priority Assets List Planning Commission.docx; 3. Grandview Geologic Hazards.pdf; 1. Grandview Climate Hazards and Community Assets.docx;

CAUTION: External Email

Hello Anita,

Please find the materials for next week's City Council meeting related to priority community assets:

1. Grandview Climate Hazards and Community Assets
2. Grandview Priority Assets List - Planning Commission
3. Grandview Geologic Hazards

Thank you!

Keelan Naasz

Land Use Planner

(509) 759-7993

(509) 574-1550

Keelan.Naasz@yvcog.us

Yakima Valley Conference of Governments

1200 Chesterly Dr. Suite 260

Yakima, WA 98908

1. GRANDVIEW CLIMATE RESILIENCE ELEMENT

CLIMATE-RELATED HAZARDS, PRIORITY ASSETS, AND POTENTIAL GOALS AND POLICIES

1 CLIMATE RESILIENCE ELEMENT BACKGROUND

Washington’s Climate Commitment Act, passed in 2023, requires municipalities planning under the Growth Management Act to create a new Climate Element in their comprehensive plans. The Climate Resilience Element must have goals and policies to:

- Address natural hazards created or aggravated by climate change, such as flooding, drought, heat, smoke, wildfire, and other effects of changes to temperature and precipitation patterns;
- Identify, protect, and enhance natural areas to foster climate resiliency to climate change impacts, as well as areas of vital habitat for safe species migration; and,
- Identify, protect, and enhance community resiliency to climate impacts, including social, economic, and built-environment factors, which support adaptation to climate impacts consistent with environmental justice.

The purpose of identifying priority community assets is to ensure the plan is a specific, useful document that can help Grandview plan for the effects of future weather-related hazards. Goals and policies identified in the plan are also important aspects of securing funding from climate-related grants.

Priority Community Assets Within Community Sectors

The Washington Department of Commerce guidance outlines steps to take to examine the effects of various climate measures on the following community “sectors”. Communities should then identify priority community assets within each sector:

- Agriculture & Food Systems
- Buildings & Energy
- Cultural Resources and Practices
- Economic Development
- Ecosystems
- Emergency Management
- Health & Well-Being
- Transportation
- Waste Management
- Water Resources
- Zoning & Development

Priority assets are those that are:

- Critical to daily community function (services, infrastructure, economy)
- Vulnerable to local climate risks (drought, wildfire, flooding, extreme heat, smoke)
- High consequence if disrupted (affecting large populations, key services, or access)

Goals and Policies

The example goals and policies listed in this document are based on a review of Grandview’s Comprehensive Plan and existing climate and hazard mitigation plans, such as the Yakima County Multi-jurisdictional Hazard Management Plan. They are meant to be examples for discussion, not recommendations.

Best Available Science

The term “Best Available Science” refers to the most current scientific evidence available to decision-makers, emphasizing objective, peer-reviewed, and peer-analyzed data. The University of Washington’s Climate Impact Group has a mapping tool that can be used to narrow down likely changes in climate in the future to the County level, which is useful in discussing potential changes in climate. This mapping tool can be found at: <https://cig.uw.edu/resources/analysis-tools/> ([Analysis Tools | Climate Impacts Group.](#))

2 NATURAL FEATURES:

Grandview’s Climate and Natural Setting

Grandview is shaped by its location between the Cascade Mountains and the Columbia River Plateau, within the agriculturally rich Yakima Valley. Grandview is known as an agricultural hub. The climate is temperate, with four distinct seasons, hot summers, and cold, relatively short winters. The winter months are characterized by cloudy skies and occasional snow, while the summer months are usually sunny and warm. The coldest month is December, with an average high temperature of 37 degrees. The hottest month is July, with an average high of 90 degrees.

Grandview contains some critical areas that may be susceptible to weather events associated with changes in climate; however, most of Grandview’s hazards are likely to be more related to temperature, air quality, or drought. The map included in these materials shows natural features that may be affected by changes in climate, including the:

- Floodplain and wetlands of the Yakima River. Despite the sewage treatment plant’s vicinity to the river, the floodway and floodplain do not encroach on the city limits boundary or the treatment plant.
- The green and orange spots on the map are lakes and wetlands classified as Critical Areas. These are part of the Byron unit of the Sunnyside-Snake River Wildlife Area, an important natural habitat area.

3 CLIMATE-RELATED HAZARDS

This section identifies climate hazards that may affect Grandview in the future. Each section includes a discussion of the hazard and examples of goals that could be included in the plan. Under the goal is a list of the sector it is related to and priority assets that the goal is designed to benefit. Each goal will include objectives to further carry out or implement the goal. But because these goals are just examples, I have not included them at this point. However, objectives will be important to include in order to make the goals specific and actionable. Some goals may also address multiple hazards.

Extreme Temperatures:

Summer days can be hot in Grandview. The UW Climate Impacts Group models show average summer temperatures increasing by 3.4 degrees by 2049. The model also estimates there will be an additional 20.5 days where the maximum temperatures may create stress on public health.

Potential goals (examples)

1) Ensure that vulnerable residents have the ability to cool off during heat waves.

Sector: Health and Well-Being, Buildings & Energy

Priority Assets:

- Housing and Shelter
- Municipal Buildings
- Power distribution and transmission lines and related infrastructure

2) Increase shade in Grandview’s downtown and shopping districts:

Sectors: Economic Development, Health & Well-being, Ecosystems

Priority Assets:

- Retail businesses (brick and mortar)
- Landscaping, urban forests, and tree canopy

3) Protect public health and the environment by proactively upgrading infrastructure, including wastewater treatment facilities and water infrastructure to withstand extreme weather events (also could address flooding/extreme precipitation).

Sectors: Waste Management, Water Resources, Health & Well-being

Priority Assets:

- Wastewater treatment facilities (municipal, domestic and industrial)
- Drinking water supply (municipal)

Drought:

Droughts have been a common occurrence in recent years. When droughts occur, water rights (particularly junior water rights) are curtailed during droughts. Drought sensitive crops have been affected, which may impact the fruit industry (packing warehouses and cold storage) in Grandview. Dry landscapes create the conditions for more destructive wildfires.

Potential goals (examples):

1) Prepare for drought emergencies

Sectors: Agriculture & Food Services, Economic Development, Ecosystems, Water Resources

Priority assets

- Agricultural industries
- Drinking water supply
- Landscaping, urban forests, tree canopy

2) Educate the community about the importance of water conservation

Sectors: Buildings & Energy, Water Resources, Ecosystems

Priority Assets:

- Agricultural Industries
- Landscaping, urban forests, and tree canopy
- Drinking water supply (municipal and well)

Wildfire:

Given the right conditions, wildfire can occur in any undeveloped or unmaintained land, potentially threatening homes and public safety. Since poor air quality from wildfires is generally associated with distant forest fires, Grandview will need to consider strategies to respond to poor air quality.

Potential goals (Examples):

Establish (cooling) and clean air shelters within public facilities to provide temporary shelter for vulnerable residents during poor air quality days (could also address extreme temperature).

Sectors: Health and Well-being, Buildings & Energy, Cultural Resources and Practices, Emergency Management.

Priority Assets:

- Educational facilities
- Municipal buildings

- Community gatherings
- Grandview community center
- Emergency response
- Medical facilities
- Housing and shelter

2. Ensure proposed subdivisions, other development, and associated infrastructure are designed with fire risk taken into consideration while preserving habitat and open space.

Sectors: Zoning and Development, Ecosystem

Priority Assets:

- Urban wildland fire interface
- Single and multi-family residences

Flooding/Extreme Precipitation:

The UW Climate Impacts group model indicates that Central Washington will actually get more precipitation in the future, but more of it will occur as rain during winter months, contributing to “flashy” stream systems, where flows rise quickly during heavy rain events. Heavy rain/extreme precipitation could cause local flooding more often than has previously occurred.

Potential goals (Examples):

1. Reduce stormwater impacts from transportation and development through watershed planning, redevelopment and retrofit projects, and low-impact development.

Sectors: Transportation, Water Resources, Zoning & Development

Priority Assets:

- Emergency response
- Multi-modal transportation
- Freight systems
- Wastewater treatment facilities
- Industrial and Commercial uses
- Single and multi-family residences

2. Climate Element: City of Grandview Community Assets & Hazards

Planning Commission List

The list below represents the priority Community Assets that the Planning Commission identified, with relevant climate hazards associated with them in the second column

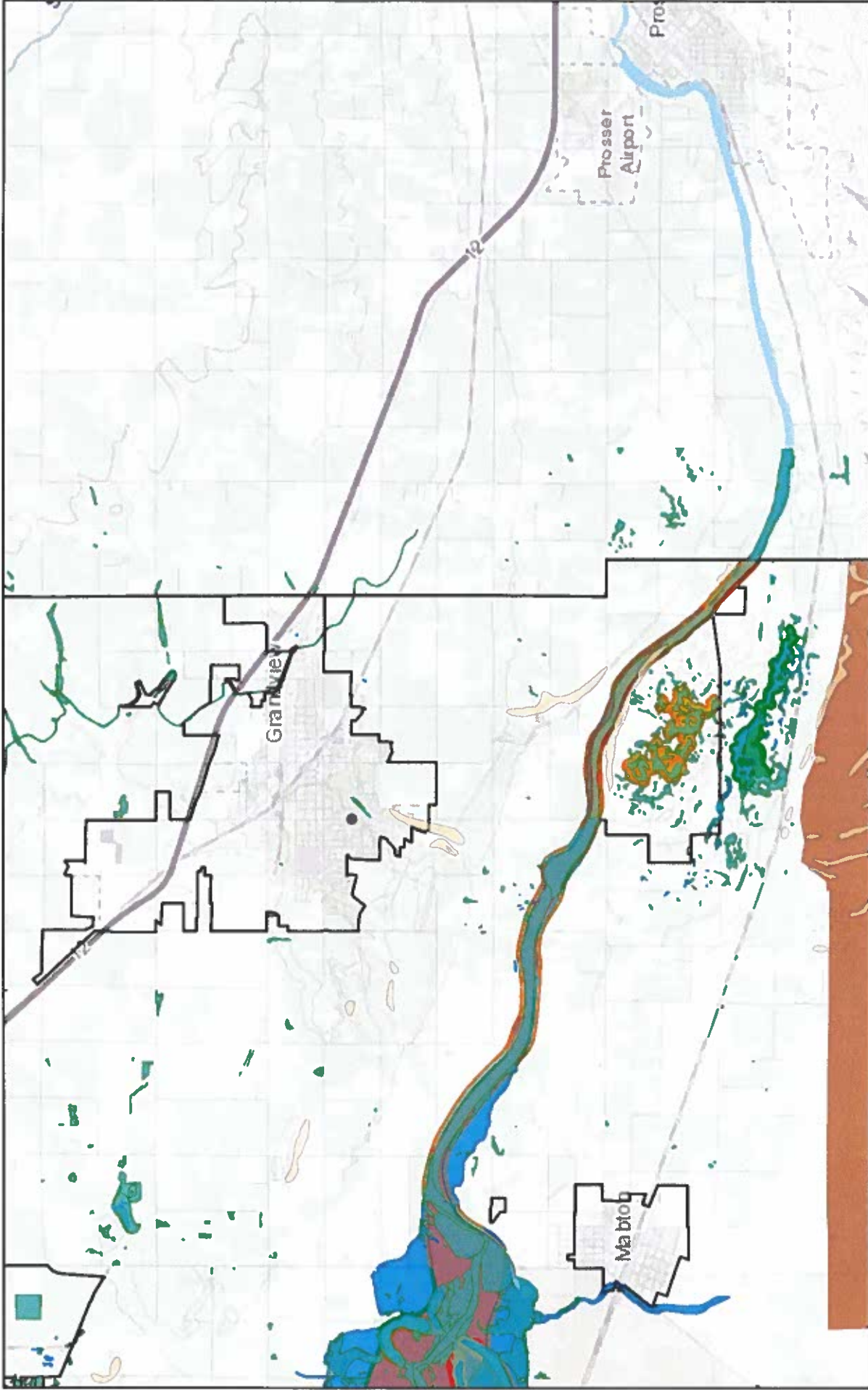
Sectors & Priority Assets	Associated Hazards
Agriculture & Food Systems <ul style="list-style-type: none"> • Grocery stores • EBT/Food Stamp programs and access locations • Produce storage (Freezer/Cold Storage, Controlled Atmosphere) 	<ul style="list-style-type: none"> ○ Drought ○ Extreme Heat ○ Extreme Precipitation ○ Agricultural Disease/Pest Outbreak ○ Severe Weather
Buildings & Energy <ul style="list-style-type: none"> • Educational facilities • Municipal buildings • Power distribution and transmission lines and related infrastructure 	<ul style="list-style-type: none"> ○ Extreme Heat ○ Wildfire ○ Severe Weather ○ Flooding
Cultural Resources & Practices <ul style="list-style-type: none"> • Community gatherings (festivals, fairs, summer concert series, etc.) • Grandview Community Center 	<ul style="list-style-type: none"> ○ Drought ○ Extreme heat ○ Flooding ○ Wildfire
Economic Development <ul style="list-style-type: none"> • Retail businesses (brick and mortar) • Agricultural industries 	<ul style="list-style-type: none"> ○ Flooding ○ Drought ○ Extreme Heat ○ Extreme Precipitation ○ Reduced Snowpack ○ Wildfire
Ecosystems <ul style="list-style-type: none"> • Landscaping, urban forests, and tree canopy • Yakima River/Game Ponds near Wastewater Treatment Plant (Department of Fish and Wildlife managed) 	<ul style="list-style-type: none"> ○ Drought ○ Flooding ○ Reduced Snowpack ○ Wildfire ○ Agricultural Disease/Pest Outbreak ○ Changing Streamflow
Emergency Management <ul style="list-style-type: none"> • Emergency response (fire, police, etc.) • Wildland Urban Interface • Medical Facilities 	<ul style="list-style-type: none"> ○ Drought ○ Extreme heat ○ Extreme precipitation ○ Flooding ○ Wildfire ○ Public health emergency

2. Climate Element: City of Grandview Community Assets & Hazards

Planning Commission List

<p>Health & Well-being</p> <ul style="list-style-type: none"> ● Parks and recreation ● Housing and shelter 	<ul style="list-style-type: none"> ○ Extreme heat ○ Wildfire ○ Public health emergencies ○ Severe weather
<p>Transportation</p> <ul style="list-style-type: none"> ● Multimodal transportation ● Freight systems 	<ul style="list-style-type: none"> ○ Extreme heat ○ Extreme precipitation ○ Flooding ○ Wildfire ○ Severe weather
<p>Waste Management</p> <ul style="list-style-type: none"> ● Wastewater treatment facilities (municipal domestic and industrial) ● Solid waste collection (domestic and industrial/demolition/recycling) 	<ul style="list-style-type: none"> ○ Extreme temperature ○ Flooding ○ Wildfire
<p>Water Resources</p> <ul style="list-style-type: none"> ● Drinking water supply (municipal and well) ● Water infrastructure (pumps, lines, water towers, etc.) 	<ul style="list-style-type: none"> ○ Reduced snowpack ○ Drought ○ Wildfire
<p>Zoning & Development</p> <ul style="list-style-type: none"> ● Industrial and Commercial uses ● Single and multi-family residences (residential densities) 	<ul style="list-style-type: none"> ● Wildfire ● Extreme heat ● Extreme precipitation ● Flooding

Grandview Geologic Hazards



5/6/2026, 11:19:12 AM



- Potential Wetlands
- Lakes/Ponds
- Stream Undercutting Intermediate Risk
- Stream Undercutting High Risk
- Upland Wildlife Habitat Areas
- Zone AE
- Zone A
- floodway: high; low; moderate
- floodway: high; low; moderate
- Streams Environment
- Conservation
- Rural
- City Limits

1:114,129



City of Yakima, Bureau of Land Management, State of Oregon, State of Oregon DOT, State of Oregon GEO, Esri Canada, Esri, HERE, Garmin, INCREMENT P, USGS, METINASA, NGA, EPA, USDA | Yakima county boundary is from the Washington State Department of Ecology

TO: City Council
FROM: Quinn N. Plant, City Attorney
SUBJECT: *Contract for Indigent Defense Services*
DATE: May 5, 2026

I. BACKGROUND

In October 2024, the City Council approved a public defender agreement with the Law Office of Beck & Phillips, PLLC (herein “B&P”). The contract runs from January 1, 2025, through June 30, 2026. The City agreed to pay B&P a fixed fee in the amount of \$205,000 for indigent defense services, which amounts to \$11,389/month over the 18-month contract period. The contract contains no case limitation, but recites that the “assignment of cases is expected to equate to approximately 450 cases over the term of the agreement.” This equates to approximately 18 cases per month.

On April 6, 2026, B&P notified the City that they had already handled 469 cases for the City. This equates to approximately 30 cases per month. B&P advised the City that they can take additional cases but require “compensation for [the] overage.” B&P has requested compensation at \$180/hour or \$450 per additional case handled until the contract expires on June 30, 2026.

My understanding is that B&P are not currently accepting all indigent defense cases for the City and are instead allowing conflict counsel to handle many of these cases. Simultaneously with these developments, the City is negotiating a new contract with B&P for indigent defenses services through mid-2028, which will likely come before the City Council in the next couple of weeks.

II. DECISION FOR CITY COUNCIL

The decision for City Council is whether to pay additional compensation to B&P for handling indigent defense cases for the City of Grandview from the date the Council approves additional compensation until the current contract expires on June 30, 2026.