

**GRANDVIEW CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, MAY 26, 2026**



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.

REGULAR MEETING – 7:00 PM

PAGE

- 1. CALL TO ORDER & ROLL CALL**
- 2. PLEDGE OF ALLEGIANCE** – Samuel Saucedo, 5th grade student at Smith Elementary
- 3. APPROVE AGENDA**
- 4. PRESENTATIONS**
 - A. GHS Boys & Girls State Golf Team – Certificates of Extraordinary Achievement 1
- 5. PUBLIC COMMENT** – *The public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing. The public comment period is not an opportunity for dialogue with the Mayor and Councilmembers, or for posing questions with the expectation of an immediate answer. Many questions require an opportunity for information gathering and deliberation. For this reason, Council will accept comments, but will not directly respond to comments, questions or concerns during public comment. 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 May 12, 2026 Committee-of-the-Whole meeting 2-11
 - B. Minutes of the May 12, 2026 Council meeting 12-15
 - C. Payroll Check Nos. 14883-14896 in the amount of \$113,916.22
 - D. Payroll Electronic Fund Transfers (EFT) Nos. 61889-61893 in the amount of \$110,413.33
 - E. Payroll Direct Deposit 05/01/2026-05/15/2026 in the amount of \$175,106.41
 - F. Claim Check Nos. 133473-133569 in the amount of \$761,893.05
- 7. ACTIVE AGENDA** – *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. Resolution No. 2026-28 accepting the bid for the Country Park Well – Well Pump and Control Building and authorizing the Mayor to sign all contract documents with Apollo, Inc. 16
 - B. Resolution No. 2026-29 declaring certain City property from the Police Department Evidence Section as surplus and authorizing disposal by public auction 17-23

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D. Resolution No. 2026-30 approving a contract amendment to the 2025/26 Public Defender Agreement with the Law Office of Beck & Phillips, PLLC	24-26
E. Resolution No. 2026-31 authorizing the Mayor to execute a contract for indigent defense services from July 1, 2026 to June 30, 2028 with the Law Office of Beck and Phillips, PLLC	27-39
8. UNFINISHED AND NEW BUSINESS	
9. CITY ADMINISTRATOR AND/OR STAFF REPORTS	
10. MAYOR & COUNCILMEMBER REPORTS	
11. ADJOURNMENT	

The City of Grandview Committee-of-the-Whole and Regular Council Meetings scheduled for Tuesday, May 26, 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/84421630441?pwd=F5OHTbL5MusoorwSlb8NEPHjiGPXfn.1>

To join via phone: +1 253 215 8782

Meeting ID: 844 2163 0441

Passcode: 844932

GHS Golf Team

From Braman, Kacy J. <kjbraman@gsd200.org>

Date Thu 5/21/2026 9:31 AM

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

Cc Braman, Glenn F. <gfbraman@gsd200.org>; O'Leary, John P <jpoleary@gsd200.org>

CAUTION: External Email

Good morning Anita,

Thank you so much for adding the Boys and Girls Golf team to the meeting agenda for Tuesday. Below is the following information you requested.

State Golf Tournament Qualifiers and Place if applicable:

Mia Cortez – 14th seed for the CWAC

Olga Sanchez – 1st Alternate

Rhett Braman – Freshman. Tied 7th

Easton Stokes – Freshman. Tied 11th

Grady Braman – Junior. Tied 24th

Boys Golf Team – Place 3rd as a team in the state tournament for the first time since 1989 or 1990.

Head Coach – Glenn Braman

Assistant Coach – John O'Leary

See you at City Hall on 5/26 at 7:00 pm. Please feel free to reach out if you need any other information.

Thanks,
Kacy Braman

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

1. CALL TO ORDER

Mayor Ashley Lara called the Committee-of-the-Whole (C.O.W.) 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: Councilmembers David Diaz, Laura Flores, Ramona Garibay-Rios, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator Shane Fisher (via Zoom), City Attorney Quinn Plant, Parks & Recreation Director Gretchen Chronis, Public Works Director John Simmons and City Clerk Anita Palacios

Also present: City Engineer Stephen Hazzard with HLA Engineering and Landscaping Inc., and City Planner Byron Gumz with the Yakima Valley Conference of Governments

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

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

Staff recommended the C.O.W. 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.

Discussion took place.

On motion by Councilmember Garibay-Rios, second by Councilmember Moore, the C.O.W. moved 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.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. Resolution authorizing the Mayor to sign a Preliminary Engineering Services Agreement with BNSF Railway Company for the Stover Road Railroad Crossing Improvements Project

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 would 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.

This agreement with BNSF Railway Company, includes, but was 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.

Staff recommended the C.O.W. 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.

Discussion took place.

On motion by Councilmember Moore, second by Councilmember Souders, the C.O.W. moved 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.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes

- Councilmember Souders – Yes

C. Resolution authorizing the Mayor to sign an agreement with ARC Architects for the New Police Facility Feasibility Study

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.

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.

Staff recommended the C.O.W. 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.

Discussion took place.

On motion by Councilmember Ozuna, second by Councilmember Diaz, the C.O.W. moved 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.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Climate Priority Community Assets – Climate Resilience Element

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 was to ensure the plan was a specific, useful document that could help Grandview plan for the effects of future weather-related hazards. Goals and policies identified in the plan were 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 were those that were:

- 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 were 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 were 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.](#))

Natural Features

Grandview's Climate and Natural Setting

Grandview was 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.

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, staff has 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

1. 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

Following discussion, Council was asked to examine the effects of various climate measures on the following community “sectors” and identify priority community assets within each sector in order for staff to develop goals and policies:

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

Council agreed to come prepared with their selections at the next C.O.W. meeting on May 26th.

E. Contract for Indigent Defense Services

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 was expected to equate to approximately 450 cases over the term of the agreement." This equates to approximately 25 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 could take additional cases, but required "compensation for [the] overage." B&P requested compensation at \$180/hour or \$450 per additional case handled until the contract expired on June 30, 2026.

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

The decision for City Council was 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.

Following discussion, staff was directed to bring the following two items to the next C.O.W. meeting regarding indigent defense services: (1) proposed contract amendment for additional compensation for excess cases until June 30th, and (2) new proposed contract with Beck & Phillips for 2026-2028.

5. CITY ADMINISTRATOR AND/OR STAFF REPORTS

The Public Works Director provided updates on several ongoing projects including irrigation work, park improvements, and street repairs. He reported that the water reservoir tank painting was ahead of schedule, with interior completion expected by week's end. Bids for Country Park and Butternut Wells were scheduled to be opened on May 14th. Bids for the new street sweeper were scheduled to be opened on June 3rd. The splash pad groundbreaking was expected to take place in July with an estimated 4-5 weeks to complete. He noted staff was monitoring and adjusting garbage truck scheduling to address increased tonnage and truck capacity issues.

6. MAYOR & COUNCILMEMBER REPORTS

Public Safety Committee – The Public Safety Committee would be meeting next week.

Light Up the Valley–Grandview Night Glow – The "Light Up the Valley" event featuring a hot air balloon night glow was scheduled for May 30th at Country Park. The event would be free to the

public with gates opening at 6:30 p.m. The event would include food vendors, local school art displays, a band, and approximately five hot air balloons.

7. ADJOURNMENT

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

Mayor Ashley Lara

Anita Palacios, City Clerk

**GRANDVIEW CITY COUNCIL
REGULAR MEETING MINUTES
MAY 12, 2026**

1. CALL TO ORDER

Mayor Ashley Lara 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: Councilmembers David Diaz, Laura Flores, Ramon Garibay-Rios, Bill Moore (Mayor Pro Tem), Robert Ozuna, Javier Rodriguez and Joan Souders

Present via teleconference: None

Absent: None

Staff present: City Administrator Shane Fisher (via Zoom), City Attorney Quinn Plant and City Clerk Anita Palacios

2. PLEDGE OF ALLEGIANCE

Saul Velazquez, kindergarten student at Harriet Thompson Elementary, led the pledge of allegiance.

3. APPROVE AGENDA

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved the May 12, 2026 meeting agenda as presented.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – 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 Rodriguez, second by Councilmember Souders, Council approved the Consent Agenda consisting of the following:

- A. **Minutes of the April 28, 2026 Committee-of-the-Whole meeting**
- B. **Minutes of the April 28, 2026 Council meeting**
- C. **Payroll Check Nos. 14851-14882 in the amount of \$22,450.21**
- D. **Payroll Electronic Fund Transfers (EFT) Nos. 61879-61885 in the amount of \$113,679.38**
- E. **Payroll Direct Deposit 04/16/2026-04/30/2026 in the amount of \$181,306.82**
- F. **Claim Check Nos. 133380-133472 in the amount of \$978,919.33**

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

7. **ACTIVE AGENDA**

A. **Ordinance No. 2026-05 establishing an Unsung Hero Committee**

This item was previously discussed at the April 28, 2026 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Rodriguez, Council approved Ordinance No. 2026-05 establishing an Unsung Hero Committee.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

B. **Resolution No. 2026-25 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**

This item was previously discussed at the May 12, 2026 C.O.W. meeting.

On motion by Councilmember Souders, second by Councilmember Moore, Council approved Resolution No. 2026-25 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.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

C. Resolution No. 2026-26 authorizing the Mayor to sign a Preliminary Engineering Services Agreement with BNSF Railway Company for the Stover Road Railroad Crossing Improvements Project

This item was previously discussed at the May 12, 2026 C.O.W. meeting.

On motion by Councilmember Moore, second by Councilmember Diaz, Council approved Resolution No. 2026-26 authorizing the Mayor to sign a Preliminary Engineering Services Agreement with BNSF Railway Company for the Stover Road Railroad Crossing Improvements Project.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – Yes
- Councilmember Moore – Yes
- Councilmember Ozuna – Yes
- Councilmember Rodriguez – Yes
- Councilmember Souders – Yes

D. Resolution No. 2026-27 authorizing the Mayor to sign an agreement with ARC Architects for the New Police Facility Feasibility Study

This item was previously discussed at the May 12, 2026 C.O.W. meeting.

On motion by Councilmember Diaz, second by Councilmember Ozuna, Council approved Resolution No. 2026-27 authorizing the Mayor to sign an agreement with ARC Architects for the New Police Facility Feasibility Study.

Vote:

- Councilmember Diaz – Yes
- Councilmember Flores – Yes
- Councilmember Garibay-Rios – 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**

10. **MAYOR & COUNCILMEMBER REPORTS**

Updates – Staff was requested to provide updates on the EV charger installation at the Wine Country Road Park & Ride and when the units would be operational; SIED contract signing for the Travel Plaza; contractor permit fees; and the status of fire hydrant replacements.

Museum Tours – End of the school year tours were taking place at the Museum for elementary school students.

11. **ADJOURNMENT**

On motion by Councilmember Moore, second by Councilmember Souders, the Council meeting adjourned at 7:10 p.m.

Mayor Ashley Lara

Anita Palacios, City Clerk

RESOLUTION NO. 2026-28

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
ACCEPTING THE BID FOR THE COUNTRY PARK WELL – WELL PUMP AND
CONTROL BUILDING AND AUTHORIZING THE MAYOR TO SIGN ALL CONTRACT
DOCUMENTS WITH APOLLO, INC.**

WHEREAS, the City of Grandview has advertised for bids for the Country Park Well – Well Pump and Control Building; and,

WHEREAS, Apollo, Inc., of Kennewick, Washington, has submitted the lowest responsible bid, which bid has been accepted;

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

The Mayor is hereby authorized to sign all contract documents with Apollo, Inc. for the Country Park Well – Well Pump and Control Building in the amount of \$2,835,175.42.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 26, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RESOLUTION NO. 2026-29

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
DECLARING CERTAIN CITY PROPERTY FROM THE POLICE DEPARTMENT
EVIDENCE SECTION AS SURPLUS AND AUTHORIZING DISPOSAL
BY PUBLIC AUCTION**

WHEREAS, the City has in its custody property from the Police Department Evidence Section; and,

WHEREAS, the City Council finds that it would be in the best interest of the City to dispose of said property by public auction,

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

The following Police Department Evidence Section property attached hereto and incorporated herein by reference as Exhibit "A" is hereby declared surplus, and the Police Chief is authorized dispose of said surplus property according to law by public auction.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 26, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

COPY

Exhibit "A"

GRANDVIEW POLICE DEPARTMENT

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



Case #
26V1698

KAL FULLER
Chief of Police

MEMORANDUM AUTHORIZING AUCTION/TRADE

SUBJECT: Grandview Police Department Evidence/Property Auction Authorization

This document is to authorize the auction of the listed items of property below on Egunner.com that are in possession of the Grandview Police Department Evidence Section. The items have been adjudicated and/or disposed of in a court of law and no longer have any evidentiary value. All listed items have been run through ACCESS (if applicable), any identified or known owner has been provided with written notice, and all persons have been given at least 60 days to claim the listed property in accordance with RCW 63.32.010.

Case#	Evi#	TYPE	Description	SKU	S/N	Cal?
18V0794	18-0066	Pistol	Phoenix Arms, HP22A	8487-000001	4384676	0.22
18V5192	18-0323	Pistol	Stoeger Ind, Llama 38 Super	8487-000002	B54454L	.38 Super
21V0511	21-0050	Pistol	Colt Commander	8487-000003	CLW048441	0.45
21V1459	21-0123	Pistol	Glock 23	8487-000004	LXW196	0.40
21V5021	21-0407	Pistol	Springfield XD	8487-000005	GM840138	9mm
22V1894	22-0228	Pistol	SCCY CPX-2	8487-000006	800636	9mm
22V1893	22-0239	Pistol	S&W Mod 5903	8487-000007	TDH4209	9mm
22V3304	22-0376	Pistol	Springfield 1911-A1	8487-000008	N353305	0.45
22V4226	22-0439	Pistol	Glock 23	8487-000009	BLFE984	0.40
22V5196	22-0504	Pistol	S&W 9mm	8487-000010	HND3652	9mm
23V0705	23-0198	Pistol	S&W Shield 9 2.0	8487-000011	JNE7272	9mm
23V2239	23-0364	Pistol	Springfield XD-40	8487-000012	MG302291	0.40
23V6767	23-0806	Pistol	Glock 22	8487-000013	BPAD772	0.40
24V1708	24-0273	Pistol	Glock 23	8487-000014	BFGG393	0.40
24V2262	24-0340	Pistol	Beretta 96	8487-000015	BER382165	0.40

I attest that the above-described property is authorized for auction or trade and so authorize it.

Signed: Kal Fuller Date: 4/29/24 Time: 1850
Kal Fuller, Chief of Police

COPY

I certify that the above property was auctioned as was authorized by Chief Kal Fuller.

Signed: _____ Date: _____ Time: _____
Evidence Custodian

Signed: _____ Date: _____ Time: _____
Witness

COPY

GRANDVIEW POLICE DEPARTMENT

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



Case #
26V1697

KAL FULLER
Chief of Police

MEMORANDUM AUTHORIZING AUCTION/TRADE

SUBJECT: Grandview Police Department Evidence/Property Auction Authorization

This document is to authorize the auction or trade of the listed items of property below on **PropertyRoom.com** that are in possession of the Grandview Police Department Evidence Section. The items have been adjudicated and/or disposed of in a court of law and no longer have any evidentiary value. All listed items have been run through ACCESS (if applicable), any identified or known owner has been provided with written notice, and all persons have been given at least 60 days to claim the listed property in accordance with RCW 63.32.010.

Case#	Evi#	Description	SKU	S/N
22V1791	22-0224	Hart Drill	2746-000001	NC20291N189711
22V4226	22-0442	Samsung Tablet	2746-000002	
22V4226	22-0443	Apple Tablet	2746-000003	
22V5196	26-0256	Two 9Pb Snap Caps	2746-000004	
24V2232	24-0320	Kobalt Impact Drill	2746-000005	027728
24V3461	24-0435	Ring with Round Stone	2746-000006	
25V2444	25-0272	Milwaukee 2540-20 Pin Nailer	2746-000007	L77AR250300622
25V2444	26-0007	Milwaukee 2540-20 Pin Nailer	2746-000008	L77AR250400489
25V2444	26-0008	Milwaukee 2540-20 Pin Nailer	2746-000009	L77AR250400513
25V2444	26-0009	Milwaukee 2540-20 Pin Nailer	2746-000010	L77AR250400485
25V2444	26-0010	Milwaukee 2540-20 Pin Nailer	2746-000011	L77AR250400484
25V2444	26-0011	Milwaukee 2540-20 Pin Nailer	2746-000012	L77AR250300619
25V2444	26-0012	Milwaukee 2540-20 Pin Nailer	2746-000013	L77AR250300618
25V2444	26-0013	Milwaukee 2540-20 Pin Nailer	2746-000014	L77AR250400482
25V2444	26-0014	Milwaukee 2540-20 Pin Nailer	2746-000015	L77AR250400494
25V2444	26-0015	Milwaukee 2540-20 Pin Nailer	2746-000016	L77AR250400495
25V2444	26-0016	Milwaukee 2540-20 Pin Nailer	2746-000017	L77AR250400491
25V2444	26-0017	Milwaukee 2540-20 Pin Nailer	2746-000018	L77AR250300621
25V2444	26-0018	Milwaukee 2540-20 Pin Nailer	2746-000019	L77AR250300604

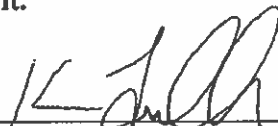
COPY

Case#	Evi#	Description	SKU	S/N
25V2444	26-0019	Milwaukee 2540-20 Pin Nailer	2746-000020	L77AR250400496
25V2444	26-0020	Milwaukee 2540-20 Pin Nailer	2746-000021	L77AR250400488
25V2444	26-0021	Milwaukee 2540-20 Pin Nailer	2746-000022	L77AR250400493
25V2444	26-0022	Milwaukee 2540-20 Pin Nailer	2746-000023	L77AR250400492
25V2444	26-0023	Milwaukee 2540-20 Pin Nailer	2746-000024	L77AR250400486
25V2444	26-0024	Milwaukee 2540-20 Pin Nailer	2746-000025	L77AR250300602
25V2444	26-0025	Milwaukee 2540-20 Pin Nailer	2746-000026	L77AR250300605
25V2444	26-0026	Milwaukee 2540-20 Pin Nailer	2746-000027	L77AR250300620
25V2444	26-0027	Milwaukee 2540-20 Pin Nailer	2746-000028	L77AR250400508
25V2444	26-0028	Milwaukee 2540-20 Pin Nailer	2746-000029	L77AR250300609
25V2444	26-0029	Milwaukee 2540-20 Pin Nailer	2746-000030	L77AR250300603
25V2444	26-0030	Milwaukee 2540-20 Pin Nailer	2746-000031	L77AR250400483
25V2444	26-0031	Milwaukee 2540-20 Pin Nailer	2746-000032	L77AR245102478
25V2444	25-0273	Milwaukee 2744-20 Frame Nailer	2746-000033	K82DR250602050
25V2444	26-0032	Milwaukee 2744-20 Frame Nailer	2746-000034	K82DR250602051
25V2444	26-0033	Milwaukee 2744-20 Frame Nailer	2746-000035	K82DR250602053
25V2444	26-0034	Milwaukee 2744-20 Frame Nailer	2746-000036	K82DR250502032
25V2444	26-0035	Milwaukee 2744-20 Frame Nailer	2746-000037	K82DR250502031
25V2444	25-0274	Milwaukee M12 XC 6.0 Battery	2746-000038	H29BDCHA 240904 2028730
25V2444	26-0036	Milwaukee M12 XC 6.0 Battery	2746-000039	H29BDCHA 240904 2028714
25V2444	26-0037	Milwaukee M12 XC 6.0 Battery	2746-000040	H29BDCHA 240904 2028750
25V2444	26-0038	Milwaukee M12 XC 6.0 Battery	2746-000041	H29BDCHA 240904 2028777
25V2444	26-0039	Milwaukee M12 XC 6.0 Battery	2746-000042	H29BDCHA 240904 2028738
25V2444	26-0040	Milwaukee M12 XC 6.0 Battery	2746-000043	H29BDCHA 240904 2028703
25V2444	26-0041	Milwaukee M12 XC 6.0 Battery	2746-000044	H29BDCHA 240904 2028674
25V2444	26-0042	Milwaukee M12 XC 6.0 Battery	2746-000045	H29BDCHA 240904 2028683
25V2444	26-0043	Milwaukee M12 XC 6.0 Battery	2746-000046	H29BDCHA 240904 2028720
25V2444	26-0044	Milwaukee M12 XC 6.0 Battery	2746-000047	H29BDCHA 240904 2028692
25V2444	26-0045	Milwaukee M12 XC 6.0 Battery	2746-000048	H29BDCHA 240904 2028752
25V2444	26-0046	Milwaukee M12 XC 6.0 Battery	2746-000049	H29BDCHA 240904 2028686
25V2444	26-0047	Milwaukee M12 XC 6.0 Battery	2746-000050	H29BDCHA 240904 2028732
25V2444	26-0048	Milwaukee M12 XC 6.0 Battery	2746-000051	H29BDCHA 240904 2028696
25V2444	26-0049	Milwaukee M12 XC 6.0 Battery	2746-000052	H29BDCHA 240904 2028707
25V2444	26-0050	Milwaukee M12 XC 6.0 Battery	2746-000053	H29BDCHA 240904 2028719
25V2444	26-0051	Milwaukee M12 XC 6.0 Battery	2746-000054	H29BDCHA 240904 2028705
25V2444	26-0052	Milwaukee M12 XC 6.0 Battery	2746-000055	H29BDCHA 240904 2028699
25V2444	26-0053	Milwaukee M12 XC 6.0 Battery	2746-000056	H29BDCHA 240904 2028729
25V2444	26-0054	Milwaukee M12 XC 6.0 Battery	2746-000057	H29BDCHA 240904 2028726
25V2444	26-0055	Milwaukee M12 XC 6.0 Battery	2746-000058	H29BDCHA 240904 2028731

COPY

Case#	Evi#	Description	SKU	S/N
25V2444	26-0056	Milwaukee M12 XC 6.0 Battery	2746-000059	H29BDCHA 240904 2028725
25V2444	26-0057	Milwaukee M12 XC 6.0 Battery	2746-000060	H29BDCHA 240904 2028701
25V2444	26-0058	Milwaukee M12 XC 6.0 Battery	2746-000061	H29BDCHA 240904 2028727
25V2444	26-0059	Milwaukee M12 XC 6.0 Battery	2746-000062	H29BDCHA 240904 2028698
25V2444	26-0060	Milwaukee M12 XC 6.0 Battery	2746-000063	H29BDCHA 240904 2028688
25V2444	25-0275	26 Milwaukee CP 3.0 Batteries	2746-000064	
25V2444	25-0276	Milwaukee M18 XC 5.0 Battery	2746-000065	G29NHTBC 250107 5675282
25V2444	26-0061	Milwaukee M18 XC 5.0 Battery	2746-000066	G29NHTBC 250107 5675287
25V2444	26-0062	Milwaukee M18 XC 5.0 Battery	2746-000067	G29NHTBC 250107 5675263
25V2444	26-0063	Milwaukee M18 XC 5.0 Battery	2746-000068	G29NHTBC 250107 5675278
25V2444	26-0064	Milwaukee M18 XC 5.0 Battery	2746-000069	G29NHTBC 250107 5675271
25V3800	25-0416	Hart 20V Weed Eater	2746-000070	LT20471D31018

I attest that the above-described property is authorized for auction or trade and so authorize it.

Signed:  Date: 4/29/24 Time: 1850
Kal Fuller, Chief of Police

I certify that the above property was auctioned as was authorized by Chief Kal Fuller.

Signed: _____ Date: _____ Time: _____
Evidence Custodian

Signed: _____ Date: _____ Time: _____
Witness

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Firearms License
(18 U.S.C. Chapter 44)

In accordance with the provisions of Title I, Gun Control Act of 1968, and the regulations issued thereunder (27 CFR Part 478), you are licensed to engage in the business specified in this license, within the limitations of Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 478.51.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FFLC FFLC@atf.gov 1-866-662-2750	License Number	4-61-049-01-6F-11002
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Chief, Federal Firearms Licensing Center (FFLC)	<i>Tracy Robertson</i>	Expiration Date	June 01, 2026
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Name
PROPERTYROOM COM

Premises Address (Changes? Notify the FFLC at least 30 days before the move.)
**4739 ROCKWELL ROAD
 WINCHESTER, KY 40391**

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

<p>Purchasing Certification Statement</p> <p>The licensee named above shall use a copy of this license to assist a transferor of firearms to verify the identity and the licensed status of the licensee as provided by 27 CFR Part 478. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Firearms Licensee (FFL) or a responsible person of the FFL. I certify that this is a true copy of a license issued to the licensee named above to engage in the business specified above under "Type of License."</p>	<p>Mailing Address (Changes? Notify the FFLC of any changes.)</p> <p>PROPERTYROOM COM INC PROPERTYROOM COM 5267 BUCKEYSTOWN PIKE, STE 475 FREDERICK, MD 21704-</p>
--	--

<i>Alan Thompson</i>	<i>CEO</i>
Licensee/Responsible Person Signature	Position/Title
<i>Alan Thompson</i>	<i>11/30/2023</i>
Printed Name	Date

ATF Form 8 (5310 11) Revised September 2023

RESOLUTION NO. 2026-30

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
APPROVING A CONTRACT AMENDMENT TO THE 2025/2026 PUBLIC DEFENDER
AGREEMENT WITH THE LAW OFFICE OF BECK & PHILLIPS, PLLC**

WHEREAS, the City of Grandview and the Law Office of Beck & Phillips, PLLC (the "Law Firm"), entered into an agreement for public defender services from January 1, 2025, to June 30, 2026, which was approved by the Grandview City Council on November 26, 2024 (the "Agreement"); and

WHEREAS, pursuant to the terms of the Agreement, the Law Firm has provided indigent defense services to the City since January 1, 2025; and,

WHEREAS, the Agreement contemplates that during the 18-month contract term, the Law Firm would be assigned approximately 450 cases; and

WHEREAS, the number of cases assigned to the Law Firm has exceeded 450 cases, with more than one month left before the Agreement expires on June 30, 2026; and

WHEREAS, City Council finds that it is appropriate to amend the Agreement to provide additional compensation to the Law Firm as compensation for the higher-than-anticipated case load it has handled and will continue to handle on behalf of the City,

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

The Amendment to 2025/26 City of Grandview Public Defender Agreement attached hereto is approved. The Mayor is hereby authorized to execute said agreement on behalf of the City and take such other action as necessary to effectuate its terms.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 26, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**AMENDMENT TO 2025/26 CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

WHEREAS, the City of Grandview ("City") and the Law Office of Beck & Phillips, PLLC ("Law Firm") entered into an agreement for public defender services from January 1, 2025, to June 30, 2026, which was approved by the Grandview City Council on November 26, 2024 (the "Agreement"), and

WHEREAS, pursuant to the terms of the Agreement, the Law Firm has provided indigent defense services to the City since January 1, 2025; and

WHEREAS, the Agreement contemplates that during the 18-month contract term, the Law Firm would be assigned approximately 450 cases; and

WHEREAS, the number of cases assigned to the Law Firm under the Agreement has exceeded 450 cases, with more than one month left before the Agreement expires on June 30, 2026; and

WHEREAS, the City Council of the City of Grandview had decided it is appropriate to amend the Agreement to provide additional compensation to the Law Firm as compensation for the higher-than-anticipated case load it has handled and will continue to handle on behalf of the City; and

IT IS HEREBY mutually agreed as follows:

Section 11, Compensation, of the 2025-2026 Public Defender Agreement between the City of Grandview and Beck & Phillips, PLLC, is amended as follows:

11. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in a total fixed-fee of the following amount, payable in equal monthly installments upon proper voucher for the same: \$205,000. Beginning May 26, 2026, and through the end of the contract term on June 30, 2026, Law Firm shall be entitled to additional compensation at a rate of \$180/hour for work performed on behalf of the City under this Agreement.

All payments shall be made to:

Law Office of Beck and Phillips, PLLC
723 Sixth Street, Suite 100
Prosser, WA 99350


The Agreement is otherwise affirmed in all relevant regards.

DATED this 26th day of May, 2026.


CITY OF GRANDVIEW

PUBLIC DEFENDER

By: _____
Mayor Ashley Lara
207 West Second Street
Grandview, WA 98930

By:  _____
Jordan Beck, WSBA #44069
723 Sixth Street, Suite 100
Prosser, WA 99350

ATTEST:

By:  _____
Christi Phillips, #44181
723 Sixth Street, Suite 100
Prosser, WA 99350

City Clerk

Dated: May 26, 2026

RESOLUTION NO. 2026-31

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR
INDIGENT DEFENSE SERVICES FROM JULY 1, 2026, TO JUNE 30, 2028,
WITH THE LAW OFFICE OF BECK & PHILLIPS, PLLC**

WHEREAS, the City of Grandview is required to provide defense services for indigent residents of the City charged with misdemeanors and gross misdemeanors; and

WHEREAS, the City has for many years contracted with the Law Office of Beck & Phillips, PLLC, for the provision of indigent defense services on behalf of the City, and,

WHEREAS, the current contract between the City and the Law Office of Beck & Phillips, PLLC, expires on June 30, 2026; and

WHEREAS, City staff and the Law Office of Beck & Phillips, PLLC, have negotiated a contract for indigent services pursuant to which the Law Office of Beck & Phillips, PLLC, will accept 360 municipal cases during the period of time encompassing July 1, 2026, to June 30, 2027, and 330 municipal cases during the period of time encompassing July 1, 2027, to June 30, 2028,

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

The City of Grandview Public Defender Agreement attached hereto is approved. The Mayor is hereby authorized to execute said agreement on behalf of the City and take such other action as necessary to effectuate its terms.

PASSED by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on May 26, 2026.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**CITY OF GRANDVIEW
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this 26th day of May 2026, by and between Law Office of Beck and Phillips, PLLC, of Prosser, Washington, hereinafter the "Public Defender", and the CITY OF GRANDVIEW, a municipal corporation, hereinafter referred to as the "City".

WHEREAS, the Public Defender is an attorney licensed to practice law in the State of Washington, with offices at 723 Sixth Street, Suite 100, Prosser, WA, 99350; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for indigents and other eligible persons in the Grandview Municipal Court and its various departments; now, therefore,

IT IS HEREBY mutually agreed as follows:

1. **Duties.** The Public Defender shall provide high-quality defense attorney services for indigent defendants charged with misdemeanor and gross misdemeanor allegations occurring within the City of Grandview and processed by the City of Grandview Municipal Court. The specific cases for which the Public Defender will be responsible will vary, but will be allocated by assignment by the Court of cases to the Public Defender. As set forth in Section 11, the Public Defender shall accept 360 cases during the contract term commencing July 1, 2026, and terminating June 30, 2027, and shall accept 330 cases during the contract term commencing July 1, 2027, and terminating June 30, 2028. The Public Defender's duties shall be fulfilled as required by the Court and by the Public Defender's professional obligation to his or her clients, which may extend to court appearances and other duties any day of the week. Such services shall include legal representations at all stages of the proceedings, including, but not limited to, representation at the time of arraignment or other initial court appearance for all indigent in-custody defendants, plea, change of plea, pre-trial motions, pre-trial conferences at court, jury and non-jury trials, post-trial motions, sentencings, probation revocation hearings, all proceedings in connection with deferred prosecutions, and competency hearings, all of which shall be the responsibility of the Public Defender. The Public Defender's duties shall not extend to appeals.

2. **Public Defender Availability.** Public Defender services may be required on all court dockets, and a defense attorney must be available by telephone 24 hours a day, seven (7) days a week, for each week of the year in order to give legal advice to persons who are in custody on such charges.

3. **Duty in Case of Conflict.** In the event that representation of a defendant creates a conflict of interest, such that the assigned Public Defender cannot represent the defendant, the Public Defender shall immediately inform the court so that the case

may be transferred to another Public Defender. Public Defender shall not be required to compensate conflict counsel from the proceeds of this Agreement.

4. **Administrative and Support Services.** Public Defender shall be responsible for administrative costs associated with providing legal representation. Such costs include, but are not limited to, travel, telephones, law library, routine electronic research, financial accounting, case management systems, computers, software, office space, supplies, training, meeting reporting requirements imposed by the City, the WSBA and the Washington Supreme Court, and other costs necessarily incurred in the day-to-day management of the contract. Public Defender shall maintain an office that accommodates confidential meetings with clients. Public Defender shall staff their office with an appropriate number of support staff and other support services, including a postal address and adequate telephone service to ensure prompt response to client contact. Public Defender shall maintain appropriate computer/word processing equipment in order to handle the paperwork generated by the contract case load as well as to comply with all reporting procedures.

5. **Investigators.** Public Defenders may retain investigators of the Public Defender's choosing as it deems necessary for the effective defense of indigent defendants. The City shall reimburse Public defender for the actual cost of investigative services. The City shall budget \$2,000 per calendar year for investigative services. If during the course of a year Public Defender determines that additional funds will be required, Public Defender shall notify the City in writing that investigative costs are reasonably anticipated to exceed \$2,000 for the year, and the City shall allocate additional funds for indigent defense services, provided said funds are available.

6. **Experts.** The Public Defender may apply to the court for expert witness services, or for other needs not anticipated in this Agreement, pursuant to the procedure outlined in CrRLJ 3.1(f). The City shall reimburse Public Defender for such costs as are approved and ratified by the court.

7. **Certified Court Interpreter Services.** The City shall budget \$5,000 per calendar year for certified court interpreter services.

8. **Insurance.** Without limiting the Public Defender's indemnification, it is agreed that the Public Defender shall maintain in force, at all times during the term of this Agreement, a policy or policies of insurance covering its operation as described below.

A. General Liability Insurance

The Public Defender shall maintain continuously public liability insurance with limits of liability not less than One Million Dollars (\$1,000,000) for each occurrence, personal injury, and/or property damage liability.

The Public Defender shall provide a certificate of insurance or, upon written request of the City of Grandview, a duplicate of the policy as evidence of insurance protection. The Public Defender shall immediately notify the City of any communication with their insurance provider canceling or threatening to cancel insurance coverage under this provision.

B. Professional Liability Insurance

The Public Defender shall maintain or ensure that its professional employees and/or contractors maintain professional liability insurance for any and all acts which occur during the course of their employment with the Public Defender which constitute professional services in the performance of this Agreement. For purposes of this Agreement, professional services shall mean any services provided by a licensed professional.

Such professional liability insurance shall be maintained in an amount not less than One Million Dollars (\$1,000,000) combined single limit per claim/aggregate. The Public Defender further agrees that it shall have sole and full responsibility for the payment of any funds where such payments are occasioned solely by the professional negligence of its professional employees and where such payments are not covered by any professional liability insurance, including but not limited to the amount of the deductible under the insurance policy. The Public Defender shall not be required to make any payments for professional liability, if such liability is occasioned by the sole negligence of the City. The Public Defender shall not be required to make payments other than its judicially determined percentage, for any professional liability which is determined by a court of competent jurisdiction to be the result of the comparative negligence of the Public Defender and the City.

Such insurance shall not be reduced or canceled without thirty (30) days' prior written notice to the City. If such insurance is obtained on a "claims made" basis, the Public Defender will continue to carry coverage for not less than three (3) years after expiration of this Agreement, and will provide a certificate in form and content satisfactory to the City demonstrating such continuing coverage. The Public Defender shall provide certificates of insurance or, upon written request of the City, duplicates of the policies as evidence of insurance protection.

C. Workers' Compensation

The Public Defender shall maintain Workers' Compensation coverage as required by law. The Public Defender shall provide a certificate of insurance or, upon written request of the City, a certified copy of the policy as evidence of insurance protection.

9. **Specific Duties.** The Public Defender shall provide services necessary or incidental to the performance of the work set forth in the PUBLIC DEFENDER - STATEMENT OF WORK - EXHIBIT A and consistent with CLIENT REPRESENTATION PRACTICE GUIDELINES- Exhibit B. The Public Defender acknowledges and agrees

that the City may make changes to the specific duties of the Public Defender as necessary to maintain conformity with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. No such changes will be grounds for additional or revised compensation under this Agreement, unless the Public Defender demonstrates to the City's reasonable satisfaction that the change imposes an undue burden on the Public Defender's ability to provide the services required under this Agreement.

10. **Term and Renegotiation.** This Agreement shall commence on July 1, 2026 and run for two years, with a final expiration date of on June 30, 2028.

11. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in a total fixed-fee of the following amount, payable in equal monthly installments.

- July 1, 2026-June 30, 2027: 360 cases for \$167,400 paid in equal monthly installments. Cases in excess of 30/month shall, when possible, be referred to other defense counsel.
- July 1, 2027-June 30, 2028: 330 cases for \$167,400 paid in equal monthly installments. Cases in excess of 28/month shall, when possible, be referred to other defense counsel.

All payments shall be made to:

Law Office of Beck and Phillips, PLLC
723 Sixth Street, Suite 100
Prosser, WA 99350

12. **Expansion of Court Jurisdiction – Contingency.** In the event jurisdiction of the Grandview Municipal Court is extended to include juvenile misdemeanor offenses, or to cover diversion agreements with Yakima County, it is agreed that the rate of compensation provided in this Agreement shall be subject to renegotiation by the parties.

13. **Client Transport.** Public Defender, or his employees or subcontractors, shall not transport clients by vehicle (personal or otherwise) while undertaking services pursuant to this Agreement. In the event Public Defender does transport clients during the course of representation as contemplated in this Agreement, Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of such transport, caused or contributed thereto by the Public Defender or his employees or subcontractors.

14. **Costs and Fees Assessed Against Defendants.** Any and all payments for reimbursement of court-appointed attorney's fees, as ordered and assessed by the Grandview Municipal Court or other court having jurisdiction to hear a City case, shall be payable by defendant directly to the Grandview Municipal Court.

15. **Assignment.** The Public Defender shall not assign, transfer, or subcontract this Agreement without obtaining prior written approval from the City.

16. **Successors Bound.** Subject to the provisions of Section 14, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

17. **Ethic Compliance, Reports, and Training.** The Public Defender will provide the aforementioned services in conformity with all applicable Rules of Professional Conduct and will provide the Municipal Court and the City with any reports, fiscal or otherwise, which are reasonably required in the performance of the Municipal Court's and the City's responsibilities. An annual report shall be provided by the Public Defender on or before August 1 of each year. The report must include a statement of hours billed for nonpublic defense legal services in the previous calendar year, including number and types of private cases, as the same may be required by RCW 10.101.050, as now exists or may be subsequently amended. The Public Defender agrees to attend training approved by the Washington Office of Public Defense at least once per calendar year, as the same may be required by RCW 10.101.050 and 10.101.060, as now exist or may be subsequently amended.

18. **Warranty of Public Defender.** The Public Defender warrants that he or she had read: (1) the Public Defender Delivery Standards adopted by the City at Chapter 2.77, GMC; (2) the standards for indigent defense published by the Washington Supreme Court; and *Wilbur v. City of Mount Vernon* (W.D. Wash. 2013). In signing this agreement, the Public Defender warrants and promises that: (1) Public Defender will abide by the above-described standards, court rules and case law; (2) that this Agreement provides sufficient resources to meet the obligations of the above-described standards, court rules and case law; and (3) Public Defender will notify the City immediately if Public Defender fails to abide by the above-referenced standards, court rules or case law.

19. **Quarterly Report.** Public Defender shall provide a report to the City on a quarterly basis. The report shall document the number of open cases and whether any such cases are scheduled for trial. The report shall also document the number of cases closed in the quarter and the disposition of each. With respect to each open case, the report shall document: (1) the date Public Defender entered a notice of appearance; (2) the date of first client contact; (3) whether an investigator has been used; (4) whether motions have been filed; (5) whether expert witnesses have been retained; (6) whether a mental health evaluation was requested; and (7) the number of hours expended by Public Defender. The Public Defender shall provide such additional information as

requested by the City subject to applicable privileges and ethics rules. The parties agree to meet and discuss the quarterly report at the request of the City. Quarterly reports shall be submitted to the City on the first day of January, April, July and October of each year.

20. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees and contractors and for paying all related taxes, deductions and assessments, including but not limited to, leasehold excise taxes, 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. In the event the City is assessed a tax or assessment as a result of this Agreement, the Public Defender shall pay the same before it becomes due.

21. **Independent Contractor.** The parties agree that the Public Defender is an independent contractor with the responsibility and authority to control and direct the performance of the details of the work described herein in accordance with the terms and conditions of this Agreement. The implementation of contracted activities and the results to be achieved are solely the responsibility of the Public Defender. No agent, employee, subcontractor, or representative of the Public Defender shall be deemed to be an employee, agent, servant, or representative of the City or of the City of Grandview Municipal Court for any purpose, and the employees, agents, subcontractors, or representatives of the Public Defender are not entitled to any of the benefits the City provides for its employees. The Public Defender will be solely and entirely responsible for his acts and for the acts of his agents, employees, subcontractors, or otherwise, during the performance of this Agreement.

22. **Indemnity.** The Public Defender hereby agrees to release, indemnify, protect, defend and save harmless the City and its elected and appointed officials, employees, volunteers, and agents from all claims, actions, or damages of any kind and description which may occur to or be suffered by any person or persons, corporation, or property arising, directly or indirectly, out of the operation of this Agreement, caused or contributed thereto by the Public Defender or his employees or subcontractors. Provided, however, that nothing herein shall be deemed to require the Public Defender to indemnify the City or its elected or appointed officials, agents, volunteers, or employees for injury to persons, corporation, and/or property arising from the sole negligence of the City and its elected or appointed officials, employees, volunteers, and agents. In case of suit or action brought against the City and/or its elected or appointed officials, agents, volunteers, and employees for damages arising out of or by reason of any of the above-mentioned causes, the Public Defender agrees to pay all costs of defense, including reasonable attorney's fees and any judgment.

23. **Non-discrimination.** The Public Defender shall not discriminate on the basis of race, creed, color, national origin, or physical, mental, or sensory handicap in the performance of this Agreement.

24. **Termination.** Either party may terminate this Agreement, with or without cause, upon ninety (90) days written notice sent by certified mail to the Public Defender at the address listed in this Agreement. In the event the Public Defender provides notice under this section, Public Defender shall provide indigent defense services in accordance with the terms set forth in this Agreement (including compensation) beyond the termination date and until the City obtains replacement indigent defense counsel. The City shall make good faith efforts to secure replacement indigent defense counsel. In the event the City provides notice under this subsection, the parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

25. **Governing Law.** This Agreement has been and shall be construed as having been made and delivered within the State of Washington, and it is mutually understood and agreed to by each party hereto that this Agreement shall be governed by the laws of the State of Washington both as to interpretation and performances.

26. **Venue.** Any action at law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in the Superior Court for Yakima County, Yakima, Washington.

27. **Integration.** It is understood and agreed that all understandings and agreements, whether written or oral, heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely expresses their agreement, that neither party is relying upon any statement or representation not embodied in this Agreement, made by the other, and that this Agreement may not be changed except by an instrument in writing signed by both parties.


28. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

DATED this 26th day of May, 2026.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: _____
Mayor Ashley Lara
207 West Second Street
Grandview, WA 98930

By:  _____
Jordan Beck, WSBA #44069
723 Sixth Street, Suite 100
Prosser, WA 99350

ATTEST:

City Clerk

By:  _____
Christi Phillips, #44181
723 Sixth Street, Suite 100
Prosser, WA 99350

Dated: May 26, 2026

EXHIBIT A

PUBLIC DEFENSE STATEMENT OF WORK

1. **PUBLIC DEFENDER CONTRACTOR DUTIES AND RESPONSIBILITIES** – The Public Defender shall provide high quality indigent defense representation in the cases assigned to it by the Grandview Municipal Court. The representation shall be consistent with **EXHIBIT B, CLIENT REPRESENTATION PRACTICE GUIDELINES** as set forth below, and with the City's adopted standards for the delivery of public defense services. The representation shall be provided in a professional and skilled manner and shall be in compliance with the Washington State Rules of Professional Conduct as well as case law and applicable court rules defining the duties of counsel and the rights of defendants in criminal cases. The Public Defender's primary and most fundamental responsibility is to promote and protect the best interests of the client.

2. **TASKS** – The Public Defender shall perform the following tasks with regard to each case to which the Public Defender is appointed.
 - A. Maintain a law office with a suitable client interview facility. The Public Defender will provide adequate phone lines, computers, postage, office equipment, office supplies, office furniture and legal research tools to maintain a smooth-running and efficient law office.

 - B. Receive notices of appointment for indigent defendants each court day. Set up and maintain files on each assigned defendant.

 - C. Establish and maintain client contact, keep the client informed of the progress of the case, and effectively provide legal advice to the client throughout the representation.

 - D. Timely interview defendants in custody anywhere in Yakima County.

 - E. Meet at least weekly with the Assigned Prosecutor to discuss pending matters.

 - F. Maintain continuity of representation at all stages of a case, including attendance at all first appearance proceedings, such as arraignments, for in-custody defendants. Except for illness, vacation or occasional conflicts, the assigned Public Defender shall appear at all Municipal Court hearings with their clients.

3. COMPLAINTS

- A. A method to respond promptly to indigent defendant client complaints shall be established by the Public Defender. If the attorney and client cannot resolve the complaint amicably, the attorney shall ask the court for permission to withdraw and substitute new counsel. The complaining client should be informed as to the disposition of his or her complaint within a reasonable period of time. If the client feels dissatisfied with the evaluation and response received, he or she should be advised of the right to complain to the Washington State Bar Association.**

- B. The Public Defender shall notify the City and respond in writing to the City within seven (7) days of learning of any complaint against the Public Defender or against the City relating to the provision of indigent defense legal representation.**

- C. The Public Defender shall immediately notify the City of Grandview in writing when it become aware that a complaint lodged with the Washington State Bar Association has resulted in reprimand, suspension, or disbarment.**

EXHIBIT B

CLIENT REPRESENTATION PRACTICE GUIDELINES

Meet and communicate regularly with the client

- Thoroughly explain to clients the constitutional, statutory and other rights that they have with regards to their case.
- Thoroughly explain to clients the elements of the offense(s) that the City must prove in order to obtain their conviction at a trial.
- Describe case procedures and timelines.
- Listen to client's questions and respond to them.
- Enable clients to candidly communicate with counsel.
- Facilitate agreements by realistically evaluating allegations and evidence with clients.
- Promptly communicate all offers of settlement.

Prepare cases well

- Conduct high quality, early case investigation.
- Conduct early case negotiations.
- Use discovery appropriately.
- Prepare for and participate in alternate resolution opportunities that may be available.
- Obtain experts and evaluators for cases involving disability, mental health, substance abuse or similar issues, when appropriate.
- Draft well-researched and written motions and other legal memoranda and other documents.
- Competently and aggressively litigate hearings and trials if no agreement is reached.
- Appear at all court hearings with clients.

Ensure clients have adequate access to services, including court ordered treatment and/or counseling

- Explain the importance of obtaining court ordered treatment and/or counseling services to clients.
- Develop a thorough knowledge of the resources available.
- Explore with clients ways to effectively participate in court ordered treatment and/or counseling.
- Ask clients for feedback if obstacles prevent or impede their participation, and follow up with the agency and in court when appropriate.
- In appropriate cases, encourage clients to obtain necessary evaluations and enroll in counseling and/or treatment even before ordered by the court to do so.

Prevent continuances and delays within attorney's control

- Treat all cases assigned to counsel with the highest priority.
- Avoid over scheduling whenever possible.
- Request continuances only if they are needed for substantive reasons.

RESOLUTION NO. 2026-____

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT WITH
THE LAW OFFICE OF BECK AND PHILLIPS, PLLC**

WHEREAS, the City of Grandview contracts with the Yakima County District Court for municipal court services; and,

WHEREAS, under the terms of the Yakima County District Court contract, the City is to provide indigent defense services to indigent defendants; and,

WHEREAS, the City has contracted with the Law Office of Beck and Phillips, PLLC for indigent defense services since September 2012; and

WHEREAS, the current agreement for indigent defense services with the Law Office of Beck and Phillips, PLLC has been renegotiated commencing July 1, 2026 through June 30, 2028; and

WHEREAS, the new agreement for indigent defense services reflects a caseload limit, the reimbursement of costs for investigators and experts, compensation increase, warranty of public defender and quarterly reporting requirements;

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

The Mayor is hereby authorized to enter into a Public Defender Agreement with the Law Office of Beck and Phillips, PLLC, for the provision of indigent defense services, 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