

**GRANDVIEW CITY COUNCIL  
REGULAR MEETING AGENDA  
TUESDAY, JUNE 27, 2017**



**REGULAR MEETING – 7:00 PM**

**PAGE**

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **PRESENTATIONS**
  - A. The American Legion Fred E. Hayes Post 57 presentation of awards to the Public Works Department and Public Works Maintenance Technician Hector Mejia – James Davidson-Adjutant
4. **PUBLIC COMMENT** – At this time the public may address the Council on any topic whether on the agenda or not, except those scheduled for public hearing.
5. **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 June 13, 2017 Committee-of-the-Whole meeting 1-4
  - B. Minutes of the June 13, 2017 Council meeting 5-6
  - C. Payroll Electronic Fund Transfers (EFT) Nos. 5769-5779 in the amount of \$79,340.99
  - D. Payroll Check Nos. 9639-9658 in the amount of \$79,192.94
  - E. Payroll Direct Deposit 6/1/17 – 6/15/17 in the amount of \$94,755.12
  - F. Claim Check Nos. 113106-113194 in the amount of \$194,942.23
6. **ACTIVE AGENDA** – Notice: Items discussed at the 6:00 pm Committee-of-the-Whole meeting of an urgent or time sensitive nature may be added to the active agenda pursuant to City Council Procedures Manual Section 3.18(c).
  - A. Resolution No. 2017-24 authorizing the Mayor to sign a Public Defender Agreement for Conflict Indigent Defense Counsel with Daniel Polage 7-17
  - B. Resolution No. 2017-25 accepting the Municipal Pool Improvements – Phase 2C – Pool Deck Lighting and Electrical Improvements as complete 18
  - C. Resolution No. 2017-26 authorizing the Mayor to sign a License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza 19-23
  - D. Ordinance No. 2017-6 amending Grandview Municipal Code Chapter 17.92 Comprehensive Plan 24-25
  - E. Ordinance No. 2017-7 amending the 2017 Annual Budget 26-27
7. **UNFINISHED AND NEW BUSINESS**
8. **CITY ADMINISTRATOR AND/OR STAFF REPORTS**
9. **MAYOR & COUNCILMEMBER REPORTS**
10. **ADJOURNMENT**

**GRANDVIEW CITY COUNCIL  
COMMITTEE-OF-THE-WHOLE  
MEETING MINUTES  
JUNE 13, 2017**

**1. CALL TO ORDER**

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

**2. ROLL CALL**

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Gloria Mendoza, Bill Moore, Javier Rodriguez and Joan Souders.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray, Parks & Recreation Director Mike Carpenter and City Clerk Anita Palacios.

**3. PUBLIC COMMENT – None**

**4. NEW BUSINESS**

**A. Resolution accepting the Municipal Pool Improvements – Phase 2C – Pool Deck Lighting and Electrical Improvements as complete**

Parks & Recreation Director Carpenter explained that Bestebreur Bros. Construction, Inc., completed the construction of the Municipal Pool Improvements – Phase 2C – Pool Deck Lighting and Electrical Improvements. Staff recommended Council accept the project as complete once the requirements in the May 19, 2017 letter from HLA Engineering and Land Surveying, Inc., were satisfied.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Mendoza, the C.O.W. moved a resolution accepting the Municipal Pool Improvements – Phase 2C – Pool Deck Lighting and Electrical Improvements as complete to the June 27, 2017 regular Council meeting for consideration.**

**B. VFW Monument & Flag Pole Proposal**

Present on behalf of the Beautification Commission was Joe Jensen, Chair.

Parks & Recreation Director Carpenter presented the Beautification Commission's proposal for the VFW monument and flag pole. He explained that earlier this year, Council directed the Beautification Commission to provide a recommendation for the future of the VFW monument and flag pole or "Memorial Plaza" located at 132 Division Street. Recently, the lot and building that were formerly owned by the Grandview Chapter of Veterans of Foreign Wars (VFW) were sold to Phillip Winterholler. Mr. Winterholler converted the building into Herb's Bar and Grill. The monument and flag pole remain intact today. Parks and Recreation Director Carpenter and former Grandview VFW member Domingo Ramirez met with Mr. Winterholler and he was willing to enter into a license agreement for the City to access and maintain the components of the

“Memorial Plaza.” A draft agreement as compiled by the City Attorney was presented for consideration.

Beautification Commission Chair Jensen presented the Commission’s recommendation that the City enter into a license agreement with Mr. Winterholler to allow the City to access and maintain the “Memorial Plaza” site in the future. The Beautification Commission saw historical value in keeping the display at its current location and felt it would not be cost effective to move the elements of the “Memorial Plaza” to another site. The display has become a historical landmark for the citizens of Grandview and it should be preserved for current and future generations to enjoy while honoring our veterans. Currently, the flag pole needs to be prepared for an additional coat of paint. There are a few memorial tiles that would need to be replaced, along with a new flag installed. Initial maintenance costs would amount to a few hundred dollars.

Councilmember Everett recused himself from the discussion as Mr. Winterholler was a client of Mr. Everett’s law office.

Discussion took place.

**On motion by Councilmember Souders, second by Councilmember Moore, the C.O.W. moved a resolution authorizing the Mayor to sign a License Agreement between Phillip Winterholler and the City of Grandview to the June 27, 2017 regular Council meeting for consideration.**

**C. Ordinance amending Grandview Municipal Code Chapter 17.92 Comprehensive Plan**

City Clerk Palacios explained that on December 13, 2016, Council approved Ordinance No. 2016-32 adopting the Grandview Growth Management Act Periodic Update to include an updated Comprehensive Plan. For housekeeping purposes, Grandview Municipal Code Chapter 17.92 Comprehensive Plan, Section 17.92.010 Adopted needed to be amended to read Ordinance No. 2016-32 rather than Ordinance No. 2008-2.

Discussion took place.

**On motion by Councilmember Moore, second by Councilmember McDonald, the C.O.W. moved an ordinance amending Grandview Municipal Code Chapter 17.92 Comprehensive Plan to the June 27, 2017 regular Council meeting for consideration.**

**D. Resolution amending the City of Grandview Social Media Policy**

City Clerk Palacios explained that at the March 14, 2017 regular meeting, Council approved Resolution No. 2017-15 adopting the City of Grandview Social Media Policy. On March 16, 2017, the City received a letter from Teamsters Local Union No. 760 demanding to bargain on this subject. Staff presented the Teamsters and City proposed modifications to the Social Media Policy.

Discussion took place.

**On motion by Councilmember Everett, second by Councilmember Mendoza, the C.O.W. tabled a resolution amending the City of Grandview Social Media Policy to the July 11, 2017 meeting and directed City Labor Attorney Tony Menke prepare a report in response to the Union's demand to bargain on this subject.**

**E. Ordinance amending the 2017 Annual Budget**

City Treasurer Cordray explained that staff monitoring and review of fund and department budgets identified a few budget accounts to be amended. An ordinance was prepared to provide for the amending of the 2017 Annual Budget to accommodate the changes in sources and uses. By Fund, the highlights of the budget changes were as follows:

- **Current Expense Fund:** Increase in revenues for Contributions to Police Department and Parks. Increased appropriations for City Attorney Services – Labor, defibrillators for PD, Office & Operating Supplies and Small Tools & Equipment for the municipal pool. Net effect was a decrease in estimated ending fund balance.
- **SIED Loan – EWC Plaza Debt Fund:** Increased revenues for loan payment received – Grandview Lumber. Increased appropriations for SIED loan principal and interest. Net effect was no change to the estimated ending fund balance.

Discussion took place.

**On motion by Councilmember Mendoza, second by Councilmember Rodriguez, the C.O.W. moved an ordinance amending the 2017 Annual Budget to the June 27, 2017 regular Council meeting for consideration.**

**Councilmember Brewer voted in opposition.**

**5. OTHER BUSINESS**

YVC Grandview Campus Dean – City Administrator Arteaga introduced Dr. Marcia Somer, the newly appointed Yakima Valley College (YVC) Grandview Campus Dean.

Memorial Day Cemetery Preparation – City Administrator Arteaga reported that cemetery maintenance in preparation of Memorial Day was completed and the City received several good comments.

East Second, Third & Fourth Streets Sealcoat Project – City Administrator Arteaga reported that the sealcoat project for East Second, East Third and East Fourth Streets from Elm to Fir was completed and sweeping would begin this week.

Swimming Pool Phase 2 Improvements – City Administrator Arteaga reported that the swimming pool Phase 2 improvements would be completed by the end of the week, including the punchlist items for the fencing.

Emergency Pavement (Pothole) Repair Grant – City Administrator Arteaga reported that the executed Emergency Pavement Repair Grant Agreement with the Transportation Improvement Board was received and pothole repair would begin.

West Fifth Street Resurfacing Improvements – City Administrator Arteaga reported that a pre-construction meeting was held with the contractor on May 31<sup>st</sup> and construction was to begin on June 19<sup>th</sup> for the West Fifth Street Resurfacing Improvements from Euclid to Larson.

2018 TIB Grind and Overlay Preservation Grant Application Recommendations – City Administrator Arteaga reported that at the May 9<sup>th</sup> C.O.W. meeting he recommended that Council consider submitting grant applications to the Transportation Improvement Board for grind and overlay preservation of West Fifth Street from Euclid to Avenue E; West Fifth Street from Avenue E to Grandridge; and East Wine Country Road from the SVID canal to McCreadie Road. These funding applications would be for 2018 and considered in the 2018 budget. The total cost estimate was \$549,945. The local match would be \$54,994.50. The grant application was due the first of August.

2018-2023 Six-Year Transportation Improvement Program – City Administrator Arteaga distributed the 2018-2023 Six-Year Transportation Improvement Program (TIP) for review and reported that a public hearing would be advertised for the July 11, 2017 regular Council meeting. He advised that the McCreadie Road (Exit 75)/Wine Country Road Intersection Improvements were included in the TIP. He explained that a roundabout for this intersection was estimated to cost \$900,000. If the City chose to signalize this intersection, the estimated cost was \$420,000.

Safe Routes to School Grant – City Administrator Arteaga reported that the City was awarded the Safe Routes to School Grant from the Washington State Department of Transportation for sidewalk improvements on Elm Street and Fir Street.

Asahel Curtis Well Rehabilitation – City Administrator Arteaga reported that the Asahel Curtis Well Rehabilitation was complete and closeout of the project would begin.

## 6. ADJOURNMENT

The study session adjourned at 7:00 p.m.

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Mayor Norm Childress

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Anita Palacios, City Clerk

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**GRANDVIEW CITY COUNCIL  
REGULAR MEETING MINUTES  
JUNE 13, 2017**

**1. CALL TO ORDER**

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

Present were: Mayor Childress and Councilmembers Gaylord Brewer, Mike Everett, Dennis McDonald, Bill Moore, Gloria Mendoza, Javier Rodriguez and Joan Souders.

Staff present were: City Administrator/Public Works Director Cus Arteaga, City Attorney Quinn Plant, City Treasurer Matt Cordray and City Clerk Anita Palacios.

**2. PLEDGE OF ALLEGIANCE**

City Treasurer Cordray led the pledge of allegiance.

**3. PRESENTATIONS – None**

**4. PUBLIC COMMENT – None**

**5. CONSENT AGENDA**

On motion by Councilmember Rodriguez, second by Councilmember McDonald, Council approved the Consent Agenda consisting of the following:

- A. Minutes of the May 23, 2017 Committee-of-the-Whole meeting
- B. Minutes of the May 23, 2017 Council meeting
- C. Payroll Electronic Fund Transfers (EFT) Nos. 5763-5768 in the amount of \$97,362.90
- D. Payroll Check Nos. 9599-9638 in the amount of \$30,241.86
- E. Payroll Direct Deposit 5/16/17 – 5/31/17 in the amount of \$107,651.95
- F. Claim Check Nos. 112977-113105 in the amount of \$250,752.41

**6. ACTIVE AGENDA**

- A. Resolution No. 2017-24 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Daniel Polage

On motion by Councilmember Brewer, second by Councilmember Everett, Council moved Resolution No. 2017-24 authorizing the Mayor to sign a Public Defender Agreement for conflict indigent defense counsel with Daniel Polage to the June 27, 2017 regular meeting for consideration.

Councilmember Souders voted in opposition.

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

**8. CITY ADMINISTRATOR AND/OR STAFF REPORTS**

Chamber of Commerce Lease – City Treasurer Cordray explained that the Chamber of Commerce rental lease for 303 West Wine Country Road was expiring at the end of June. The Chamber requested renewal of the lease at the same rate of \$220/month plus leasehold tax of \$28.25. In addition, the lease would automatically renew every year for 20 years unless the City or Chamber provided written notice of non-renewal. The new lease would be presented to the C.O.W. at the June 27, 2017 meeting.

**9. MAYOR & COUNCILMEMBER REPORTS**

Homeless Planning and Policy Council Advisory Committee – Councilmember Souders attended the Homeless Planning and Policy Council Advisory Committee meeting on June 13, 2017.

Street Tree Sidewalk Repairs – Councilmember McDonald questioned the street tree sidewalk repairs. City Administrator Arteaga advised that repairs were being made to street tree cutouts along Wine Country Road to mitigate trip hazards.

Grandview School District Recognition – Councilmember Mendoza suggested that the City Council recognize the Grandview School District for their many accomplishments during this past school year.

Museum Display Honoring Past Community Contributors – Councilmember Brewer advised that he presented a proposal to the Museum Board for a picture/sign display that would honor past contributors of the Grandview community. He indicated the display would be funded by community members.

AWC Annual Conference – Mayor Childress would be attending the Association of Washington Cities (AWC) Annual Conference on June 20-23, 2017 in Vancouver.

**10. ADJOURNMENT**

**On motion by Councilmember Moore, second by Councilmember Rodriguez, Council adjourned the meeting at 7:20 p.m.**

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Mayor Norm Childress

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Anita Palacios, City Clerk

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**RESOLUTION NO. 2017-24**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A PUBLIC DEFENDER AGREEMENT  
FOR CONFLICT INDIGENT DEFENSE COUNSEL WITH DANIEL POLAGE**

**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 is also to provide alternate counsel for indigent defendants ("conflict counsel") should there be a conflict with the current public defender; and,

**WHEREAS**, the City of Grandview formerly contracted with attorney Daniel Polage for conflict indigent defense services, but said contract has expired; and

**WHEREAS**, the City of Grandview and Daniel Polage have negotiated a new contract for conflict indigent services to run through the end of 2018; and

**WHEREAS**, the City Council of the City of Grandview finds it to be in the interest of the City of Grandview to enter into a contract with Daniel Polage, in the form attached hereto as Exhibit A, for the provision of conflict indigent defense services;

**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 contract for conflict indigent defense services with Daniel Polage in the form attached hereto as Exhibit A and to take such other action as necessary to effectuate said contract.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 27, 2017.

**MAYOR**

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

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

**APPROVED AS TO FORM:**

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

**CITY OF GRANDVIEW  
PUBLIC DEFENDER AGREEMENT**

THIS AGREEMENT, made and entered into this 27<sup>th</sup> day of June, 2017, by and between Daniel Polage, PLLC, 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 2004 St. Helens Street, Yakima, WA, 98902; and

WHEREAS, the parties hereto are desirous of effectuating an agreement whereby the Public Defender will provide legal services for one indigent defendant 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 where the City's primary public defender has a conflict that prevents representation of the defendant or defendants.

2. **Public Defender Availability.** Public Defender 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 the client described in Section 1 herein during the course of representing said client.

3. **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, 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.

4. **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 Two Hundred Fifty Thousand Dollars (\$250,000) 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 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 Two Hundred Thousand Dollars (\$200,000) 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.

5. **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.

6. **Term and Renegotiation.** This Agreement shall commence on June 1, 2017 and expires on December 31, 2018.

7. **Compensation.** In return for the above-enumerated services, the Public Defender shall receive compensation in an amount of \$350.00 per case, payable upon proper voucher for the same, submitted by the Public Defender and received by the City Clerk at City Hall, Grandview, Washington. Payment shall be sought and paid upon certification that the case has been resolved and closed. All payments shall be made to:

Daniel Polage, PLLC  
2004 St. Helens Street  
Yakima, WA 98908

For purposes of compensation, case will be "resolved" and may be closed by Public Defender, and he may request to withdraw, after a finding of guilt in a pending criminal case, after the probation matter for which a hearing is currently set is resolved, or after the issues to be reviewed on a Deferred Prosecution or SOC have been decided.

8. **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.

9. **Expert Witnesses.** The City shall, in addition, compensate the Public Defender for all expert witness fees incurred by the Public Defender on behalf of indigent clients covered by this Agreement upon application and approval of the court.

10. **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.

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

12. **Successors Bound.** Subject to the provisions of Section 11, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors, and assigns.

13. **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.

14. **Taxes and Assessments.** The Public Defender shall be solely responsible for compensating its employees 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.

15. **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.

16. **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.

17. **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.

18. **Termination.** The City of Grandview 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. The parties shall negotiate a reasonable fee for services to complete client representation which cannot be done through substituted counsel.

19. **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.

20. **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, Washington

21. **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.

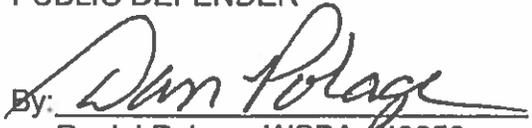
22. **Waiver of Breach.** A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist 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 13<sup>th</sup> day of June, 2017.

CITY OF GRANDVIEW

PUBLIC DEFENDER

By: \_\_\_\_\_  
Mayor Norm Childress  
207 West Second Street  
Grandview, WA 98930

By:   
Daniel Polage, WSBA #40052  
2004 St. Helens Street 36034  
Yakima, WA 98902

ATTEST:

\_\_\_\_\_  
City Clerk

## 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.**

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**RESOLUTION NO. 2017-25**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
ACCEPTING THE MUNICIPAL POOL IMPROVEMENTS – PHASE 2C –  
POOL DECK LIGHTING AND ELECTRICAL IMPROVEMENTS AS COMPLETE**

**WHEREAS**, the City contracted with Bestebreur Bros. Construction, Inc., to perform work for the Municipal Pool Improvements – Phase 2C – Pool Deck Lighting and Electrical Improvements; and,

**WHEREAS**, the City's Parks and Recreation Director has determined that the work performed by Bestebreur Bros. Construction, Inc., on this project is complete and ready for final acceptance by the City Council,

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

The City of Grandview accepts the Municipal Pool Improvements – Phase 2C – Pool Deck Lighting and Electrical Improvements as complete and authorizes staff to release the retainage to Bestebreur Bros. Construction, Inc., once the conditions in the May 19, 2017 letter from HLA Engineering and Land Surveying, Inc., have been satisfied.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 27, 2017.

**MAYOR**

\_\_\_\_\_

**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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

**RESOLUTION NO. 2017-26**

**A RESOLUTION OF THE CITY OF GRANDVIEW, WASHINGTON,  
AUTHORIZING THE MAYOR TO SIGN A LICENSE AGREEMENT  
BETWEEN PHILLIP WINTERHOLLER AND THE CITY OF GRANDVIEW  
FOR THE MEMORIAL PLAZA**

**WHEREAS**, Phillip Winterholler is the owner of real property located at 132 Division Street in the City of Grandview, Yakima County Tax Parcel Nos. 230923-12460 and 230923-12461; and

**WHEREAS**, the building at 132 Division Street was formerly occupied by the Grandview chapter of the Veteran's of Foreign Wars ("VFW"), during which time a small memorial area was constructed on the property, which includes several concrete structures, a plaque and a flagpole (collectively the "Memorial Plaza"), for the purpose of honoring America's military veterans; and

**WHEREAS**, the Memorial Plaza has over the years become an important feature of the City of Grandview and is used by the general public for the purpose of paying tribute to and otherwise acknowledging the service of America's military veterans; and

**WHEREAS**, the Memorial Plaza has become an integral part of the City's downtown area and closely associated with the City's identity as a home to and supporter of America's military veterans; and

**WHEREAS**, the VFW no longer occupies the building at 132 Division Street and its members no longer actively maintain the Memorial Plaza; and

**WHEREAS**, an important public purpose is served by ensuring that Memorial Plaza is maintained appropriately and that residents of Grandview have access to and use of the Memorial Plaza for the purposes of gathering and acknowledging the service of America's military veterans; and

**WHEREAS**, in order to ensure that such access and use are continued, Mr. Winterholler is willing to grant a license to the City to access and maintain the Memorial Plaza in accordance with the terms and conditions of this License Agreement.

**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 License Agreement between Phillip Winterholler and the City of Grandview for the Memorial Plaza 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 June 27, 2017.

**MAYOR**

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

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**CITY CLERK**

**APPROVED AS TO FORM:**

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

**LICENSE AGREEMENT  
BETWEEN PHILLIP WINTERHOLLER  
AND  
CITY OF GRANDVIEW, WASHINGTON**

THIS LICENSE AGREEMENT (hereinafter "License Agreement") is made and entered into by and between Phillip Winterholler (hereinafter "Owner") and the City of Grandview, a Washington municipal corporation (hereinafter the "City").

WHEREAS, Owner is the owner of real property located at 132 Division Street in the City of Grandview, Yakima County Tax Parcel Nos. 230923-12460 and 230923-12461; and

WHEREAS, the building at 132 Division Street was formerly occupied by the Grandview chapter of the Veteran's of Foreign Wars ("VFW"), during which time a small memorial area was constructed on the property, which includes several concrete structures, a plaque and a flagpole (collectively the "Memorial Plaza"), for the purpose of honoring America's military veterans; and

WHEREAS, the Memorial Plaza has over the years become an important feature of the City of Grandview and is used by the general public for the purpose of paying tribute to and otherwise acknowledging the service of America's military veterans; and

WHEREAS, the Memorial Plaza has become an integral part of the City's downtown area and closely associated with the City's identity as a home to and supporter of America's military veterans; and

WHEREAS, the VFW no longer occupies the building at 132 Division Street and its members no longer actively maintain the Memorial Plaza; and

WHEREAS, an important public purpose is served by ensuring that Memorial Plaza is maintained appropriately and that residents of Grandview have access to and use of the Memorial Plaza for the purposes of gathering and acknowledging the service of America's military veterans; and

WHEREAS, in order to ensure that such access and use are continued, the Owner is willing to grant a license to the City to access and maintain the Memorial Plaza in accordance with the terms and conditions of this License Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, it is agreed by and between the Owner and City as follows:

**1. License.**

The City is licensed to access, maintain and otherwise improve Memorial Plaza for the benefit of the residents of the City of Grandview. Maintenance activities include, but may not be limited to, replacing the flag and rope, changing the lights, painting the flag pole, replacing brick name plates, cleaning litter, and other general maintenance as deemed necessary by the City in its sole discretion.

2. **Term.** The term of this License Agreement shall commence upon full execution hereof by the parties and shall run for a period of ten years. If not otherwise terminated by either party, this License Agreement shall automatically renew for four subsequent ten years terms.

3. **Taxes and Assessments.** The City shall be solely responsible for compensating its employees, agents, and/or subcontractors and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this License Agreement. The Owner shall be solely responsible for all property taxes, leasehold taxes, personal property taxes, or other taxes and assessments arising from ownership of 132 Division Street, including the Memorial Plaza.

4. **General Indemnification and Hold Harmless.** The City agrees to protect, defend, indemnify, and hold harmless the Owner from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including attorneys' fees and disbursements) caused by or occurring by reason of any negligent act and/or omission of the City, its directors, officials, officers, members, employees, agents, and/or volunteers arising out of or in connection with the City's maintenance of the Memorial Plaza pursuant to this License Agreement, including but not limited to any personal injury and/or property damage claim, demand, lawsuit or other proceeding brought by one of its members against the Owner. The provisions of this section shall survive the termination or expiration of this License Agreement

5. **No Insurance provided by the Owner.** It is understood the Owner does not maintain liability insurance for the City and/or its members, directors, officials, officers, agents, members, employees and volunteers.

6. **Assignment.** This License Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the City to any other person or entity without the prior written consent of the Owner. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of the City stated herein.

7. **Severability.** If any provision of this License Agreement is determined to be invalid and unenforceable, all of the other provisions of this License Agreement shall remain valid and enforceable notwithstanding, unless the provision found to be invalid and unenforceable is of such material effect that this Agreement cannot be performed in accordance with the intent of the parties in absence thereof.

8. **Ambiguities Shall Not Be Construed Against the Drafter.** Both the City and Owner have participated in the drafting of this License Agreement. As such, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to this License Agreement.

9. **Termination.** Either party may terminate this License Agreement, with or without cause, by giving the other party fifteen (15) calendar days prior written notice of termination.

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

TO CITY: City Administrator  
City of Grandview  
207 W. Second Street  
Grandview, WA 98930

TO OWNER: Phillip Winterholler  
132 Division Street  
Grandview, WA 98930

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

11. **Governing Law.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

12. **Venue.** The venue for any action to enforce or interpret this License Agreement shall lie in a court of competent jurisdiction that is located in Yakima County, Washington.

13. **Integration.** This written document constitutes the entire License Agreement between the City and Owner and supercedes any and all previous written and/or oral License Agreements between the parties. There are no other oral or written License Agreements between the parties as to the matters covered herein. No changes or additions to this License Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

**CITY OF GRANDVIEW**

**OWNER**

By: \_\_\_\_\_  
Mayor Norm Childress

  
Phillip Winterholler

Date: \_\_\_\_\_

Date: 6 20 17

ATTEST:

\_\_\_\_\_  
City Clerk

**ORDINANCE NO. 2017-6**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING GRANDVIEW MUNICIPAL CODE CHAPTER 17.92  
COMPREHENSIVE PLAN**

**WHEREAS**, the City Council approved Ordinance No. 2016-32 on December 13, 2016 adopting the Grandview Growth Management Act Periodic Update to include an updated Comprehensive Plan; and

**WHEREAS**, said update requires Grandview Municipal Code Section 17.92.010 Adopted to be amended,

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

**SECTION 1.** Grandview Municipal Code Section 17.92.010 Adopted which reads as follows:

17.92.010 Adopted.

The comprehensive plan of the City of Grandview, consisting of goals, policies and supporting data as adopted by City Ordinance No. 2008-2, is hereby incorporated herein and adopted as a guide for the development and redevelopment of lands within the City of Grandview urban growth area.

**Is amended to read as follows:**

17.92.010 Adopted.

The **updated** comprehensive plan of the City of Grandview, consisting of goals, policies and supporting data as adopted by City Ordinance No. **2016-32**, is hereby incorporated herein and adopted as a guide for the development and redevelopment of lands within the City of Grandview urban growth area.

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

**PASSED** by the **CITY COUNCIL** and approved by the **MAYOR** at its regular meeting on June 27, 2017.

**MAYOR**

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

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**CITY CLERK**

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**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

**PUBLICATION: 6/28/17**

**EFFECTIVE: 7/3/17**

**ORDINANCE NO. 2017-7**

**AN ORDINANCE OF THE CITY OF GRANDVIEW, WASHINGTON,  
AMENDING THE 2017 ANNUAL BUDGET**

**WHEREAS**, the original 2017 estimated beginning fund balances and revenues in two funds do not reflect available budget sources; and

**WHEREAS**, there are necessary and desired changes in uses and expenditure levels in two funds; and

**WHEREAS**, there are sufficient sources within the funds to meet the anticipated expenditures.

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

**Section 1.** That the 2017 annual budget be amended to reflect the changes presented in Exhibit A.

**Section 2.** That the City Administrator is authorized and directed to adjust estimated revenues, expenditures and fund balances reflecting the determined changes.

**Section 3.** This Ordinance shall be in full force and effect five (5) day after its passage and publication as required by law.

**PASSED** by the **CITY COUNCIL** and **APPROVED** by the **MAYOR** at its regular meeting on June 27, 2017.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

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**CITY CLERK**

**APPROVED AS TO FORM:**

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**CITY ATTORNEY**

PUBLICATION: 6/28/17

EFFECTIVE: 7/3/17

**Exhibit A**

	<b>Beginning Balance</b>	<b>Estimated Revenues</b>	<b>Appropriated Expenditures</b>	<b>Ending Balance</b>	<b>Budget Total</b>
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**Current Expense Fund**

Original 2017 Budget	1,688,705	5,171,010	6,043,800	815,915	6,859,715
Amendment Amount		5,500	35,500	(30,000)	5,500
<b>Amended Total</b>	<b>1,688,705</b>	<b>5,176,510</b>	<b>6,079,300</b>	<b>785,915</b>	<b>6,865,215</b>

**SIED Loan - EWC Plaza Fund**

Original 2017 Budget	-	57,500	57,500	-	57,500
Amendment Amount		1,200	1,200	-	1,200
<b>Amended Total</b>	<b>-</b>	<b>58,700</b>	<b>58,700</b>	<b>-</b>	<b>58,700</b>