

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY JANUARY 22, 2024 – 6:00 P.M.
CIVIC CAMPUS, 102 W. AHTANUM ROAD, UNION GAP

The public will be allowed to comment on agenda items as they are presented during the meeting. Please signal the chair if you wish to comment on an items. Each speaker will have three (3) minutes to address the city council.

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

II. CONSENT AGENDA: There will be no separate discussion of these items unless a Council Member requests in which event the item will be removed from the Consent Agenda and considered immediately following the Consent Agenda. All items listed are considered to be routine by the Union Gap City Council and will be enacted by one motion

A. Approval of Minutes:

Regular Council Meeting Minutes, dated January 8, 2024 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claim Vouchers – EFT's, and Check No's 107768 through 107811 for December 11, 2023, in the amount of \$671,375.09

Claim Vouchers – EFT's, and Check No's 107755 through 107767 and Voucher No's 107812 through 107871 for January 22, 2024, in the amount of \$722,341.60

III. GENERAL ITEMS

Presentation

Hollayanna Decoteau "Cougar Tracks" Littlebull – Special Announcement

Public Hearing

Franz Family Holdings WA LLC Rezone



Public Works & Community Development

1. Ordinance No. - _____ - Franz Family Holdings WA LLC Rezone
2. Resolution No. - _____ - Evergreen StormH2O Consultants - Quality Assurance Project Plan (QAPP) Addendum Agreement
3. Resolution No. - _____ - RH2 Engineering, Inc. Consultant Agreement; Main Street Pedestrian Crossing Improvements Project Phase II
4. Resolution No. - _____ - WA State Department of Ecology – Agreement No. WQSWCAP-2325-UniGap-00068
5. Resolution No. - _____ - WSU Extension & the Master Gardener Foundation of Yakima County - Memorandum of Agreement

Finance & Adminstration

Ordinance No. - _____ - Amending Section 12.04.100 "Payment" and Section 12.04.110 "Penalty charge for late payments" of Chapter 12.04 "Water Rates and Regulations" of the Union Gap Municipal Code

City Manager

Resolution No. - _____ - Appointing Elected Official as the Designated Liaison to the Yakima Basin Fish & Wildlife Recovery Board

IV. COMMITTEE REPORTS

V. ITEMS FROM THE AUDIENCE: - Final Opportunity - The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record

VI. CITY MANAGER REPORT



VII. COMMUNICATIONS/QUESTIONS/COMMENTS

VIII. DEVELOPMENT OF NEXT AGENDA

IX. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: January 22, 2024

From: Julie Schilling, Council Member

Topic / Issue: Presentation - Hollyanna DeCoteau "Cougar Tracks" Littlebull – Special Announcement

SYNOPSIS: Hollyanna DeCoteau "Cougar Tracks" Littlebull will be bringing a Yakama Nation Elder with her. She has just returned from Washington DC, and has some exciting news to share with the Council.

RECOMMENDATION: Presentation only.

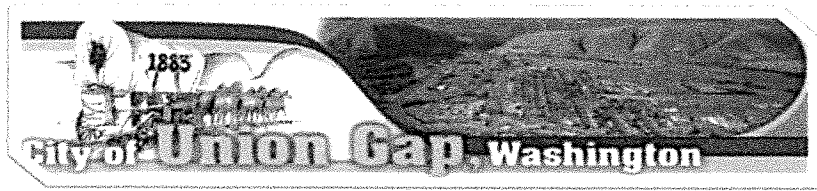
LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: January 22, 2024
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Public Hearing – Franz Bakery Vacation of Public Utility Easement

SYNOPSIS: At the January 8, 2024 meeting, Council set a Public Hearing for tonight at 6:00 p.m. This public hearing is for the receiving of both oral and written statements from the public regarding the proposed Franz Bakery Vacation of Public Utility Easement.

RECOMMENDATION: Conduct a Public Hearing.

LEGAL REVIEW: City Attorney has reviewed.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

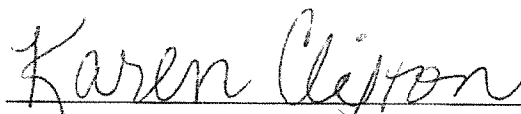
ATTACHMENTS: Public Hearing Notice

***NOTICE OF PUBLIC HEARING
CITY OF UNION GAP, WASHINGTON***

NOTICE IS HEREBY GIVEN that on Monday, January 22, 2024, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a public hearing. The purpose of the hearing is to receive comments on the proposed *Franz Bakery Vacation of Public Utility Easement* request, parcel numbers 191206-314127 & 191206-31428.

At the conclusion of the Public Hearing, the Council will make a final determination concerning proposed revisions. Comments may also be emailed to the City Clerk at Karen.Clifton@uniongapwa.gov or mailed to P.O. Box 3008, Union Gap, Washington, 98903 prior to 5:00 p.m. on January 22, 2024.

DATED this 8th day of January, 2024.



Karen Clifton, City Clerk



City Council Communication

Meeting Date: January 22, 2024
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Ordinance – Franz Family Holdings WA LLC Rezone

SYNOPSIS: Consider accepting recommendation of Union Gap Hearing Examiner regarding an application of Franz Family Holdings WA LLC to alter Lots 27 and 28 (Parcel Nos. 191206-31427 and 191206-31428) of the Plat of Ahtanum Ridge Business Park by vacating and eliminating the utility easement that exists along the joint lot line between the lots in order to allow them to be merged into one lot so that a warehouse building can be constructed on the merged lot.

RECOMMENDATION: Approve an ordinance based on the attached finding of facts.

LEGAL REVIEW: The City Attorney has reviewed this Ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: The council may either approve, conditionally approve or reject the recommendation of the hearing examiner. If the recommendation is approved adopt ordinance which adopts the findings of the hearing examiner to finalize the action. If the recommendation is rejected the City Council will need to adopt their own findings for a decision via an ordinance. Per Union Gap Code a final decision must be issued within 10 days of the closed record hearing. If a decision cannot be made within 10 days then written notice to the applicant must be issued with reasons why the timeline for a decision cannot be met and an estimate of when a decision will be issued.

If approved the ordinance would alter the below listed lots, recorded under Auditor's File No. 7299807 by vacating and eliminating the utility easement that exists along the joint lot line between the lots in order to allow them to be merged into one lot so that a warehouse building with car and truck parking, areas for truck entry and depressed ramp loading can be construction on the merged lot.

Tax Parcel No. 191206-31427 / Lot 27 of the Plat of Ahtanum Ridge Business Park

Records of Yakima County, Washington

Tax Parcel No. 191206-31428 / Lot 28 of the Plat of Ahtanum Ridge Business Park

Records of Yakima County, Washington

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Ordinance
2. Hearing Examiner Recommendation

CITY OF UNION GAP, WA
ORDINANCE NO. _____

*PLAT ALTERATION AND A WAREHOUSE BUILDING WITH IMPROVEMENTS
AT 3108 AHTANUM RIDGE DRIVE; WHOLESAL WAREHOUSE (WW) ZONING DISTRICT*

WHEREAS, Chapter 35A.63 of the Revised Code of Washington authorizes the City Council of the City of Union Gap to adopt and amend official controls including zoning ordinances and zoning maps; and

WHEREAS, Tri-Cities Engineering on behalf of Franz Family Holdings WA LLC, have made applications 2023.0253.SE0011 and 2023.0294.PT0001, for a plat alteration and a warehouse building with improvements at 3108 Ahtanum Ridge Drive in the Wholesale Warehouse (WW) Zoning District; and

WHEREAS, requested are changes to alter Lots 27 & 28 (Parcel Nos. 191206-31427 and 191206-31428) of the Plat of Ahtanum Ridge Business Park recorded under Auditor's File No. 7299807 by vacating and eliminating the utility easement that exists along the joint lot line between the lots in order to allow them to be merged into one lot so that a warehouse building with car and truck parking, area for truck entry and depressed ramp loading can be constructed on the merged lot; and

WHEREAS, the site which is the subject of the application is within the area designated as Wholesale Warehouse Zoning District on the City's Zoning Map; and

WHEREAS, in due course the City of Union Gap Hearing Examiner did advertise for and did hold a public hearing on December 19, 2023 for the purpose of hearing testimony for and against the proposed applications 2023.0253.SE0011 and 2023.0294.PT0001. All persons present desiring to speak for or against or in relation to the application were given a full and complete opportunity to be heard; and

WHEREAS, the Hearing Examiner thereafter issued on January 4, 2024 his recommendation to the City Council that the application for a plat alteration and a warehouse building with improvements at 3108 Ahtanum Ridge Drive in the Wholesale Warehouse (WW) Zoning District be approved; and

WHEREAS, the City Council has now considered the Hearing Examiner's recommendation of APPROVAL, and having considered the record herein on open record review; and

WHEREAS, the City Council following its review concurs with the Hearing Examiner’s recommendation that the City Council approve this application and adopts the same by this reference and incorporates the same herein as if fully set forth; and

WHEREAS, the City Council following its review concurs with the Hearing Examiner’s recommendation that the City Council approve this application and adopts the same by this reference and incorporates the same herein as if fully set forth; and

NOW, THEREFORE THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The recitals set forth above are incorporated herein as the City Council’s Findings. Further, the Hearing Examiner’s Findings and Conclusions are adopted as the City Council’s Findings and Conclusions by this reference.

Section 2. Amendment.

A. The following described real property is hereby reclassified for a plat alteration and warehouse building improvements in the Wholesale Warehouse (WW) Zoning District:

Tax Parcel No. 191206-31427 / Lot 27 of the Plat of Ahtanum Ridge Business Park

Records of Yakima County, Washington

Tax Parcel No. 191206-31428 / Lot 28 of the Plat of Ahtanum Ridge Business Park

Records of Yakima County, Washington

B. The City’s Official Mapping shall be amended to reflect the changes.

Section 3. This ordinance, implementing zoning map amendment shall become effective five (5) days following legal publication of this ordinance or a summary of this ordinance.

Passed this 22nd day of January, 2024.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

Gary M. Cuillier
ATTORNEY AT LAW

314 N. SECOND STREET
YAKIMA, WASHINGTON 98901

(509) 575-1800
FAX: (509) 452-4601

January 4, 2024

Union Gap Building/Planning Dept.
Jenny Valle
P.O. Box 3008
Union Gap, WA 98903-0008

Re: Hearing Examiner's Recommendation ----- 2023.0253.SE0011 and 2023.0294.PT0001: Application of Franz Family Holdings WA LLC for a plat alteration and a warehouse building with improvements at 3108 Ahtanum Ridge Drive in the Wholesale Warehouse (WW) Zoning District.

Dear Jenny,

Enclosed is the Hearing Examiner's Recommendation regarding the above-entitled matter. Also enclosed is the statement for the time regarding same. If you have any questions, please give me a call. Thank you.

Yours very truly,



GARY M. CULLIER

GMC: gc
Enclosures

**City of Union Gap, Washington
Hearing Examiner's Recommendation**

January 4, 2024

In the Matter of an Application for)	
Alteration of a Plat and Approval)	
Of a Warehouse Building with)	
Improvements Submitted by:)	
)	
Franz Family Holdings WA LLC)	2023.0253.SE0011
)	2023.0294.PT0001
)	
To Vacate a Utility Easement, Merge)	
Parcels and Construct a Warehouse)	
Building at 3108 Ahtanum Ridge Dr.)	

A. Introduction. The introductory findings relative to the hearing process for this application may be summarized as follows:

(1) The Hearing Examiner conducted an open record public hearing on December 19, 2023.

(2) The staff report presented by the Yakima Valley Conference of Governments Senior Planner Albert Miller who serves as Planner for the City of Union Gap recommended approval of this application. This application seeks approval to alter Lots 27 and 28 (Parcel Nos. 191206-31427 and 191206-31428) of the Plat of Ahtanum Ridge Business Park recorded under Auditor's File No. 7299807 by vacating and eliminating the utility easement that exists along the joint lot line between the lots so as to allow the lots to be merged into one lot so that a warehouse building with car and truck parking, areas for truck entry and depressed ramp loading can be constructed on the merged lot.

(3) The applicant's representative for this application, architect of record Jacob Liddicoat, requested and obtained clarification of the recommended requirements to prepare a trip destination report and a professional archaeological survey.

(4) The City's Director of Public Works & Community Development Dennis Henne and the City's Planner Albert Miller answered questions asked by the applicant's representative and by the Hearing Examiner.

(5) Written comments were submitted into the record prior to the hearing by the Washington State Department of Ecology, by the Washington State Department of Archaeology and Historic Preservation and by the Union Gap Public Works Department.

(6) No other testimony or written comments were submitted at the open record public hearing regarding this application for alteration of a plat and for approval of a warehouse building with related improvements.

(7) This Recommendation has been issued within ten business days of the open record public hearing.

B. Summary of the Recommendation. The Hearing Examiner recommends that the Union Gap City Council approve this application to alter Lots 27 and 28 (Parcel Nos. 191206-31427 and 191206-31428) of the Plat of Ahtanum Ridge Business Park recorded under Auditor's File No. 7299807 by vacating and eliminating the utility easement that exists along the joint lot line between the lots in order to allow them to be merged into one lot so that a warehouse building with car and truck parking, areas for truck entry and depressed ramp loading can be constructed on the merged lot.

C. Basis for the Recommendation. Based upon a view of the site with no one else present on December 19, 2023; the staff report, exhibits, testimony and other evidence presented at an open record public hearing on December 19, 2023; a review of the plat alteration provisions of the Union Gap Municipal Code (UGMC) and of the Revised Code of Washington (RCW); and a review of the development standards for Class (1) permitted warehouse buildings in the Wholesale Warehouse (WW) zoning district; the Hearing Examiner makes the following:

FINDINGS

I. Applicant/Property Owner/Representatives. The applicant and property owner is Franz Family Holdings WA LLC, 315 North 10th Avenue, Portland, Oregon 97232. The representative of the applicant and property owner for this application who submitted the application is Zachary Wright of Tri-Cities Engineering, 2326 West A Street, Pasco, Washington 99301. The representative of the applicant and property owner for this application who testified at the open record public hearing is the architect of record Jacob Liddicoat of Datum Group, LLC, 1909 West Lincoln Avenue, Suite 3, Yakima, Washington 98902.

II. Location. Lots 27 and 28 of the Plat of Ahtanum Ridge Business Park are located at 3108 Ahtanum Ridge Drive on the northwest side of Ahtanum Ridge Drive where it curves to connect with Business Parkway to the southwest of the lots. The parcel number for Lot 27 is 191206-31427 and for Lot 28 is 191206-31428.

III. Application. The main aspects of this application for alteration of a plat and approval of a warehouse building with improvements may be summarized as follows:

(1) The application received on November 9, 2023, requests approval to alter Lots 27 and 28 (Parcel Nos. 191206-31427 and 191206-31428) of the Plat of Ahtanum Ridge Business Park recorded under Auditor's File No. 7299807 by vacating and eliminating a 20-foot-wide utility easement that exists over and along 10 feet on each side of the joint lot line between the lots in order to allow them to be merged into one lot and to allow a 17,400-square-foot warehouse building with car and truck parking, areas for truck entry and depressed ramp loading to be constructed on the merged lot.

(2) The proposed Preliminary “Amended Plat of Lots 27 & 28, Plat of Ahtanum Ridge Business Park” prepared by HLA Engineering and Land Surveying, Inc. and dated December 12, 2023, was submitted for the record prior to the hearing (*Doc. Index 93*).

(3) The SEPA Checklist Site Plan showing the proposed warehouse and improvements on the merged lot as a Franz Bakery Distribution Center prepared by Tri-Cities Engineering PLLC, and dated October 9, 2023, was also submitted for the record prior to the hearing (*Doc. Index 44*).

IV. Notices. Notices for the open record public hearing of December 19, 2023, regarding this application for alteration of two lots of a plat and approval of a warehouse building with improvements were provided as follows:

Posting of notice on the property:	November 14, 2023
Mailing of notice to owners of property within 300 feet:	November 14, 2023
Emailing of notice to public agencies;	November 14, 2023
Publishing of notice in the Yakima Herald-Republic:	November 17, 2023

V. Comprehensive Plan, Zoning Ordinance and Land Use. The Comprehensive Plan Future Land Use Designation of Lots 27 and 28 of the Plat of Ahtanum Ridge Business Park is Industrial. The zoning classification of the lots is Wholesale Warehouse (WW). The lots are currently vacant.

VI. Environmental Review. This application is subject to State Environmental Policy Act (SEPA) review because the 17,400-square-foot size of the proposed warehouse building exceeds the 10,000-square-foot threshold for SEPA review. An initial Determination of Non-Significance (DNS) was issued on November 14, 2023, and a final Mitigated Determination of Non-Significance (MDNS) was issued by the City’s SEPA Responsible Official Dennis Henne on December 22, 2023 (*Doc. Index 97-98*). The

MDNS incorporated the written comments that were submitted after the initial DNS was circulated and the MDNS required the following Mitigation Conditions:

(1) An NPDES Construction Stormwater General Permit is recommended, and a Stormwater Pollution Prevention Plan shall be prepared and implemented for all permitted construction sites prior to clearing, grading, or construction.

(2) A professional archaeological survey is recommended to be completed prior to ground disturbing activities. The report should meet DAHP's standards for cultural resource reporting. This condition may be waived if DAHP provides evidence that an Inadvertent Discovery Plan will suffice in lieu of a cultural resource survey.

(3) Stormwater runoff shall be collected, pretreated, and remain on-site.

(4) Design of proposed BMP's must meet the Stormwater Management Manual for Eastern Washington.

(5) A dust control plan shall be filed with Yakima Regional Clean Air Agency.

VII. Transportation Review. The SEPA Checklist states at page 10 that an estimated 72 vehicular trips per day would be generated, with the majority being during typical working daytime hours, and that roughly 20% would be heavy vehicles with the majority being route trucks that are typically the size of UPS trucks. Due to the estimated additional traffic, the City recommended a requirement to prepare a trip destination study. At the hearing Mr. Liddicoat requested what would be required for that study and testified that one semi-truck would typically come to the site at night and 11 delivery vehicles would typically deliver products from the site each day. Mr. Henne indicated that the main purpose of the trip destination study would be for the applicant to detail how many semi-trucks and delivery vehicles would be expected to use the intersection of Longfibre Road and Valley Mall Boulevard, at what times they would be expected to utilize that intersection, what if any route instructions would be given to the drivers and such other information as may be requested by the City.

VIII. Summary of Written Comments. The written comments received by the City regarding this application for the alteration of a plat so as to allow the construction of a warehouse building with improvements may be summarized as follows:

(1) Department of Ecology (DOE). If the project anticipates disturbing ground with the potential for stormwater discharge off-site, the NPDES Construction Stormwater General Permit is recommended. This permit requires that the SEPA checklist fully disclose anticipated activities including building, road construction and utility placements. The permit requires that a Stormwater Pollution Prevention Plan (Erosion Sediment Control Plan) shall be prepared and implemented for all permitted construction sites. Permit coverage and erosion control measures must be in place prior to any clearing, grading, or construction. Here these comments have been incorporated into the SEPA MDNS Mitigation Conditions and into these recommended conditions of the plat alteration and the warehouse building approvals.

(2) Department of Archaeology and Historic Preservation (DAHP). Since the statewide predictive model indicates that there is a high probability of encountering cultural resources within the proposed work area and since the scale of proposed ground disturbing activities would destroy any archaeological resources present, DAHP states that an Inadvertent Discovery Plan would not be recommended and instead recommends that a professional archaeological survey of the project area be conducted and a report that meets DAHP's Standards for Cultural Resource Reporting be produced prior to ground disturbing activities. The comments also recommend that any historic buildings or structures (45 years or older) located within the site be evaluated for eligibility for listing in the National Record of Historic Places. Here there are no buildings on the two lots to consider for the National Record of Historic Places. Otherwise these comments have been incorporated into the SEPA MDNS Mitigation Conditions and into these recommended conditions of the plat alteration and the warehouse building approvals with the qualification that this condition may be waived if DAHP provides evidence that an Inadvertent Discovery Plan will suffice in lieu of a cultural resource survey.

(3) Union Gap Public Works. (i) Regarding Water Runoff: The stormwater runoff shall be collected, pretreated, and remain on-site. Design of proposed BMP's must meet the Stormwater Management Manual for Eastern Washington. A Stormwater Pollution Prevention Plan shall be prepared and implemented for all permitted construction sites. (ii) Regarding Utilities: The proposed building must be served by City domestic and fire supply water, sanitary sewer, and solid waste. All proposed utility connections between

the City's water and sewer mains shall be constructed per City of Union Gap developer standards. A sanitary sewer sampling manhole is required. The utility easement vacation located on the south and north boundaries of parcel numbers 191206-31427 and -31428 does not impact the City of Union Gap utilities. All other utility companies should have equal opportunity to review and comment regarding the vacation of this easement. (iii) Regarding Transportation: Due to an estimated 72 VTPD [Vehicle Trips Per Day] with 20% being route trucks, the Public Works Department requests a trip destination study be provided. The need of a new transit shelter will be evaluated at time of plan review. On-site access as proposed in the SEPA site plan must be further reviewed by the Public Works Department. (iv) Regarding Air: The project requires a Dust Control Plan (DCP) be filed with YRCAA [Yakima Regional Clean Air Agency] and get approval, prior to start of any work. (v) Regarding the Conditions: The requests and requirements of the Public Works Department have been incorporated into the SEPA MDNS Mitigation Conditions and into these recommended conditions of the plat alteration and warehouse building approvals with the additional agreement of the applicant to request a utility locate for the easement area to be vacated and with the agreement of the City to mail any franchised utilities notice of the City Council's closed record hearing for this matter.

IX. Hearing Examiner Jurisdiction. The Hearing Examiner's jurisdiction to make a recommendation to the Union Gap City Council regarding an application for alteration of a plat and approval of a warehouse building with improvements is set forth as follows:

(1) GMC §16.24.080 provides that once a plat is filed with the Auditor, it shall remain as the official plat covering the land and if a person proposes to alter the plat in whole or in part, the procedures set forth in RCW Chapter 58.17 shall be followed.

(2) The procedures for alteration of a portion of a plat set forth in RCW Chapter 58.17 are detailed in RCW 58.17.215 to include (i) an application to the legislative body of a city which contains the signatures of the majority of persons having an ownership interest in the portion of the plat to be altered; (ii) a signed agreement of all owners of property subject to any covenants that would be violated by the plat alteration to allow the plat alteration; (iii) notice of the application which establishes a date for a public hearing to all owners of property within the subdivision as provided for by RCW 58.17.080 and RCW 58.17.090; (iv) a determination by the legislative body of the public use and interest in the proposed alteration; (v) an equitable division and levy of any outstanding assessments of an assessment district against the land within the alteration; (vi) an equitable division between adjacent properties of any land within the alteration

that is dedicated to the general use of properties within the subdivision; and (vii) the approval of the easement owner or owners pursuant to RCW 64.04.175 unless the plat or other document creating the easement provides for an alternative method or methods to alter or extinguish the easement.

(3) RCW 58.17.215 also requires that after approval of the alteration, the legislative body shall order the applicant to produce a revised drawing of the approved alteration of the final plat, which after signature of the legislative authority, shall be filed with the county auditor to become the lawful plat of the property.

(4) RCW 58.17.217 provides that any hearing required by RCW 58.17.215 may be administered by a hearings examiner as provided in RCW 58.17.330. The RCW Chapter 58.17 procedure where the Hearing Examiner holds an open record public hearing and makes a recommendation for a City Council decision at a closed record public hearing is the same Type IV review procedure that is required by UGMC §16.20.030 and UGMC §18.20.030 for the processing of preliminary plat applications.

(5) Since this application also includes a request for approval on the merged lot of a 17,400-square-foot warehouse building which is a Class (1) permitted use in the Wholesale Warehouse (WW) zoning district so long as it complies with applicable development requirements, UGMC §18.20.020(B) is applicable which states that “an application that involves two or more procedures may be processed collectively under the highest numbered procedure required for any part of the application.” For that reason a recommendation relative to the warehouse building with improvements is also included here in order for the City Council to decide both the plat alteration and the Class (1) warehouse use requests at a closed record public hearing in accordance the City’s Type IV review procedure. The City Council’s decisions could be appealed to the Yakima County Superior Court.

X. Requisite Considerations Relative to the Alteration of Plats (UGMC §16.24.080 and RCW 58.17.215). The following considerations must be taken into account pursuant to UGMC §16.24.080 and RCW 58.17.215 in determining the propriety of this application to alter two lots of a plat so as to vacate and eliminate a utility easement over the 10 feet on each side of the joint lot line between them:

(1) Requisite Signatures. This application for alteration of an existing plat was submitted and signed on behalf of Franz Family Holdings WA LLC which is the owner of 100% of the portion of the plat to be altered.

(2) Effect upon Restrictive Covenants. No evidence was presented at the hearing to the effect that the vacation and elimination of the utility easement over 10 feet of each side of the joint lot line between Lots 27 and 28 of the Plat of Ahtanum Ridge Business Park would adversely affect any restrictive covenants applicable to the property.

(3) Notice of Application and Hearing. UGMC §16.24.080 and RCW 58.17.215 applicable to alterations of plats require that notice of the application and of the hearing date, time and purpose shall be given to all owners of property within the subdivision and as provided for in RCW 58.17.080 and RCW 58.17.090. The requisite notice to all owners of property within the subdivision and as required by RCW 58.17.080 was given by the conspicuous posting of the property with said notice and the publication of said notice in the Yakima Herald Republic at least 10 days before the hearing. The notice required by UGMC §16.20.050, UGMC §18.20.050(D), UGMC §18.40.010 and RCW 58.17.090 was additionally given by mailing it to the owners of property within 300 feet of the lots to be altered and emailing it to the Yakima Air Terminal in addition to the posting and publication of said notice.

(4) Public Use and Interest to be Served by the Proposed Plat Alteration. The application for approval to alter the Plat of Ahtanum Ridge Business Park recorded under Auditor's File No. 7299807 by vacating and eliminating a 20-foot-wide utility easement that exists over and along 10 feet on each side of the joint lot line between Lots 27 and 28 serves the public use and interest by allowing the two lots to be merged into one and by allowing a 17,400-square-foot warehouse building with improvements to be constructed on them. The public use and interest in merging the lots and constructing a Franz Bakery Distribution Center on them is also served in the following specific ways:

(a) The proposal is being processed in a manner consistent with the procedures outlined in the plat alteration provisions of RCW 58.17.215 which require a public hearing conducted by the Hearing Examiner per RCW 58.17.217 and which per RCW 64.04.175 provide that easements established by dedication are property rights that cannot be extinguished or altered without the approval of the easement owner or owners unless the plat or other document creating the dedicated easement provides for an alternative method or methods to extinguish or alter the easement.

(b) The easement to be vacated and eliminated in the process of this plat alteration exists only upon two lots within the plat. The applicant is the owner of

both lots and the proponent of the plat alteration. All neighboring property owners that the easement could serve have been notified of the requested alteration by posting, publication and mailing the notice of hearing. No neighboring property owners submitted written comments or appeared at the hearing. The vacation and elimination of this easement does not affect the availability of utilities to the subject lots or to neighboring parcels.

(c) The proposal is consistent with the goals of the Growth Management Act such as (i) RCW 36.70A.020(5) which encourages economic development throughout the state that is consistent with adopted comprehensive plans, promotes economic opportunity for all citizens of this state, especially for unemployed and for disadvantaged persons, promotes the retention and expansion of existing businesses and recruitment of new businesses, recognizes regional differences impacting economic development opportunities, and encourages growth in areas experiencing insufficient growth, all within the capacities of the state's natural resources, public services, and public facilities; (ii) RCW 36.70A.020(7) which requires that applications for both state and local government permits be processed in a timely and fair manner to ensure predictability; and (iii) RCW 36.70A.020(12) which seeks to ensure that public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

(d) The proposal is also consistent with Union Gap Comprehensive Plan Goal LU 4 which is to support a strong and diverse commercial and industrial base; Policy LU 4.4 which is to direct industrial land uses toward sites that meet the following criteria: adequate arterial and/or rail transportation service capacity, close proximity to existing and planned utility systems in order to optimize the cost of providing essential public services, sites large enough to meet parking, landscape, and buffer requirements and areas that have adequate expansion space to meet future needs; and Policy LU 4.5 which is to promote designs that achieve an industrial or business park like setting in light industrial and warehouse areas.

(e) The proposal is consistent with the site design and improvement standards found in UGMC Chapter 17.05 and will comply with the required standards for off-street parking.

(f) This application is being reviewed under the preliminary plat procedure of UGMC §16.20.030 and UGMC §18.20.030 which specify the long preliminary plat procedure as Type IV review.

(5) Effect upon Assessments of an Assessment District or Dedication to a General Use. There was no suggestion in the evidence that any assessments of an assessment district or any dedications to a general use exist on Lot 27 or Lot 28 in the plat that would need to be equitably divided among the lots as a result of the vacation and elimination of the utility easement over 10 feet of each side of the joint lot line between Lots 27 and 28 of the Plat of Ahtanum Ridge Business Park.

(6) Approval of Easement Owner or Owners pursuant to RCW 64.04.175. The owner of the lots over which the utility easement in question passes has by this application approved its vacation and elimination by means of this plat alteration procedure. The City of Union Gap has no pipelines or other facilities within the easement area, no other utilities are known to be using the easement area, and no utilities submitted written comments or appeared at the hearing in response to the posted and published notices of the hearing. In addition, the applicant agreed at the hearing to request a utility locate for the easement area, and the City agreed to give franchised utilities notice of the City Council's closed record public hearing relative to this plat alteration request. These additional steps should help confirm that no utilities are currently within the easement area that would need to be relocated to other easements around the perimeter of the lots.

(7) Recording of a Revised Drawing. RCW 58.17.215 requires that after approval of an alteration, the legislative body shall order the applicant to produce a revised drawing of the approved alteration of the final plat, which after signature of the legislative authority, shall be filed with the county auditor to become the lawful plat of the property. Here there is in the record such a drawing dated December 12, 2023, prepared by HLA Engineering and Land Surveying, Inc. which is entitled the Preliminary "Amended Plat of Lots 27 & 28, Plat of Ahtanum Ridge Business Park" (*Doc. Index 93*).

XI. Considerations Relative to the Class (1) Warehouse Building with Improvements. The proposed warehouse building with improvements is a Class (1) use in the Wholesale Warehouse (WW) zoning district which is permitted so long as it complies with applicable development requirements such as, for example, the following:

(1) Lot Coverage. The maximum lot coverage in the Wholesale Warehouse (W/W) zoning district is 100%.

(2) Setbacks. The requisite setbacks are Front (Local Access): 20 feet; Side (Property Line): 0 feet; and Rear (Property Line): 0 feet.

(3) Maximum Building Height. There is no maximum building height in the Wholesale Warehouse (W/W) zoning district.

(4) Vision Clearance at Intersections. Per UGMC §17.05.040(B), a clear view triangle shall be maintained at all driveways and curb cuts for vision and safety purposes. One angle shall be formed by lines a and b which are adjacent to the street and driveway. The line adjacent to the street shall follow the curblin or improved travel way. The sides of triangle (a and b) forming the corner angle shall be fifteen (15) feet in length. The third side of the triangle shall be a straight line connecting points c and d. No sign or associated landscaping shall be placed within this triangle so as to materially impede vision between the height of two and one-half and ten (10) feet above the centerline grade of the streets.

(5) Fence Height. Per UGMC §17.05.020(G)(4), in the commercial and industrial districts, a height of eight feet is the maximum fence height except where abutting the side yard of a residential district with no intervening street or alley, in which case the front yard fence must comply with residential district requirements. In all cases, the standard for vision clearance at intersections shall be maintained.

(6) Off-street Parking and Loading Facilities. Per UGMC §17.06.030, the off-street parking and loading facilities required by this section shall be established prior to any change in the use of land or structures and/or prior to the occupancy of any new or enlarged structure. Required off-street parking spaces shall provide vehicle parking only for residents, customers, patrons, and employees and shall not be used for the storage of vehicles or materials, the parking of vehicles used in conducting the business, or for the sale, repair or servicing of any vehicle. Any area once designated for required off-street parking shall not be used for any other purpose unless and until equal facilities are provided elsewhere and a site plan has been approved to reflect the change, or the primary use of the property is changed to a use requiring less off-street parking.

(7) Requisite Number of Off-street Parking Spaces. Per UGMC §17.06.040, the required number of parking spaces for warehouses is 2 spaces for the first 1,000 square feet of gross floor area, plus one space for each additional 3,000 square feet. The required number of off-street parking spaces for a 17,400-square-foot warehouse is 8, with at least 1 accessible parking space.

(8) Parking Lot Driveways. Per UGMC §17.06.060, any group of five or more parking spaces shall be served by a driveway located so that no vehicular backing or maneuvering movement will occur within a public right-of-way other than an alley.

(9) Landscaping of Parking Lots. Per UGMC §17.06.090, the standard for landscaping of parking and vehicle storage lots with five or more spaces shall be five percent of the total parking area. This may be included to satisfy the lot coverage (impermeable surface) requirements of Table 17.05.020. The planting area standard shall be twenty-four square feet in area with the exception of raised planter boxes around buildings. A standard of one tree from an approved list shall be planted for every fifteen single-row parking stalls or every thirty double-row parking stalls within the parking lot. Landscaping shall consist of combinations of trees, shrubs, and groundcover with careful consideration to eventual size and spread, susceptibility to disease and pests, durability, and adaptability to existing soil and climatic conditions.

CONCLUSIONS

Based on the foregoing Findings, the Hearing Examiner concludes as follows:

(1) The Hearing Examiner has jurisdiction by virtue of UGMC §16.24.080, RCW 58.17.215, RCW 58.17.217, UGMC §16.20.030 and UGMC §18.20.030 to recommend that the City Council approve an alteration of a plat.

(2) Even though the Type IV review procedure for preliminary plats is used for this plat alteration application, the requirements of UGMC §16.20.070 for the Hearing Examiner to consider whether appropriate provisions are made for specific features required for the approval of preliminary plats are not applicable to plat alterations, but even if they were, the uncontradicted testimony at the hearing was to the effect that appropriate provisions for those features that originally warranted approval of the preliminary Plat of Ahtanum Ridge Business Park still exist within the plat.

(3) The Hearing Examiner has jurisdiction by virtue of UGMC §18.20.020(B) to recommend that the City Council approve a consolidated application for construction of a Class (1) warehouse building with improvements in the Wholesale Warehouse (WW) zoning district that complies with the applicable development requirements.

(4) SEPA review under the State Environmental Policy Act resulted in the issuance of a final Mitigated Determination of Non-Significance (MDNS) on December

22, 2023, which could be appealed to Yakima County Superior Court within 21 days of the City Council's decision.

(5) Public notice requirements of the Union Gap Municipal Code and the Revised Code of Washington have been satisfied.

(6) For the reasons set forth above in this recommendation, the alteration of the Plat of Ahtanum Ridge Business Park to vacate and eliminate the 20-foot-wide utility easement that exists over and along 10 feet on each side of the joint lot line between Lots 27 and 28 so that the two lots can be merged into one and a warehouse building with improvements can be constructed on them serves the public use and interest and satisfies the other criteria for approval of an alteration of a portion of said plat.

(7) For the reasons set forth above in this recommendation, the approval of the proposed Class (1) warehouse use on Lots 27 and 28 of the Plat of Ahtanum Ridge Business Park satisfies the criteria for its approval since it is a Class (1) permitted use in the Wholesale Warehouse (WW) zoning district that will satisfy all of the applicable development requirements.

RECOMMENDATION

The Hearing Examiner recommends to the Union Gap City Council that this request to alter Lots 27 and 28 (Parcel Nos. 191206-31427 and 191206-31428) of the Plat of Ahtanum Ridge Business Park recorded under Auditor's File No. 7299807 to vacate and eliminate a 20-foot-wide utility easement that exists over and along 10 feet on each side of the joint lot line between those lots in order to allow them to be merged into one lot so that a 17,400-square-foot warehouse building with car and truck parking, areas for truck entry and depressed ramp loading can be constructed on the merged lot should be **APPROVED** subject to the following conditions:

(1) The applicant shall produce a revised drawing of the approved alteration of the final plat, which after signature of the Union Gap City Council or its designee, shall be filed with the Yakima County Auditor by the applicant to become the lawful plat of the portion of the plat that is altered, and a copy of thereof shall be provided to the City.

(2) An NPDES Construction Stormwater General Permit is recommended, and a Stormwater Pollution Prevention Plan shall be prepared and implemented for all permitted construction sites prior to clearing, grading, or construction.

(3) A professional archaeological survey is recommended to be completed prior to ground disturbing activities. The report should meet DAHP's standards for cultural resource reporting. This condition may be waived if DAHP provides evidence that an Inadvertent Discovery Plan will suffice in lieu of a cultural resource survey.

(4) Stormwater runoff shall be collected, pretreated, and remain on-site.

(5) Design of proposed BMP's must meet the Stormwater Management Manual for Eastern Washington.

(6) The proposed building must be served by City domestic and fire supply water, sanitary sewer, and solid waste.

(7) All proposed utility connections between the City's water and sewer mains shall be constructed per City of Union Gap developer standards.

(8) A sanitary sewer sampling manhole is required.

(9) A trip destination study shall be prepared.


(10) All other utility companies shall be notified of the vacation of the easement between parcels 191206-31427 and -31428.

(11) A dust control plan shall be filed with Yakima Regional Clean Air Agency.

(12) An accessible parking space shall be installed at the closest possible entrance to the principal structure.

(13) Landscaping in the parking area shall comply with the standards found in UGMC §17.06.090.

DATED this 4th day of January, 2024.



Gary M. Cuillier, Hearing Examiner

NOTICE OF APPLICATION, ENVIRONMENTAL REVIEW, AND PUBLIC HEARING

DATE: November 14, 2023

FROM: Dennis Henne, City of Union Gap Public Works & Community Development

APPLICANT: Tri-Cities Engineering, Zachary Wright

FILE NOS.: 2023.0253.SE0011 and 2023.0294.PT0001

DATE OF APPLICATION: 11/9/2023

PROJECT DESCRIPTION:

The City of Union Gap Department of Public Works and Community Development has received an application from Tri-Cities Engineering on behalf of Franz Bakery proposing the construction of a 17,400 sq. ft. distribution warehouse building with car and truck parking and areas for truck entry, as well as a depressed ramp for loading. The proposal combines two parcels, and amends the existing plat to remove a utility easement that presently exists between the two merged parcels. The project exceeds the threshold for environmental review, and so is being reviewed by neighboring properties and interested agencies.

PROJECT LOCATION:

3108 Ahtanum Ridge Dr. Union Gap
Parcels # 191206-31427 and 191206-31428

ENVIRONMENTAL REVIEW:

This is to notify the public and all private agencies with jurisdiction that the City of Union Gap Community Development Department has been established as the lead agency, pursuant to the Washington State Environmental Policy Act.

The City of Union Gap has reviewed the proposed project for probable adverse environmental impacts and expects to issue a Determination of Non-significance (DNS) for this project. The optional DNS process in WAC 197-11-355 is being used. The proposal may include mitigation measures under applicable codes, and the project review process may incorporate or require mitigation measures regardless of whether an EIS is prepared. A copy of the subsequent threshold determination may be obtained on request and may be appealed pursuant to UGMC 2.52.260.

REQUEST FOR WRITTEN COMMENTS:

Agencies, tribes and the public are encouraged to review and comment on the proposed project. There is a 14-day comment period for this review. All written comments received by November 28, 2023 will be considered prior to issuing the final threshold determination on this application. **This may be your only opportunity to comment on the environmental impacts of this proposed project.** Please send your written comments to the address below.

Dennis Henne, SEPA Responsible Official City of Union Gap
P.O. Box 3008
Union Gap, WA 98903

Or email your comments to Jenny.Valle@uniongapwa.gov

Please reference File Number: 2023.0253.SE0011 and 2023.0294.PT0001

The file containing the complete application is available for public review at the City of Union Gap Public Works & Community Development Department. If you have any questions on this proposal, please contact Jenny Valle at (509) 575-3638 or by email at Jenny.Valle@uniongapwa.gov.

PUBLIC HEARING:

An open record public hearing is scheduled before the Yakima County Hearing Examiner on December 19, 2023 at 10 a.m. at the Union Gap Civic Campus, 102 W. Ahtanum Rd., Union Gap, WA 98903. Written comments may be provided at the hearing. Interested parties may request copies of the hearing notice or participate in the hearing. Notice of the final decision will be sent to those who comment or may be obtained upon request. The final decision will contain specific appeal information. If you have any questions on this proposal, please call Jenny Valle at (509) 575-3638 or by email at Jenny.Valle@uniongapwa.gov.



City Council Communication

Meeting Date: January 22, 2024
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution - Evergreen StormH2O Consultants – Quality Assurance Project Plan (QAPP) Addendum Agreement

SYNOPSIS: Evergreen StormH2O developed a Quality Assurance Project Plan (QAPP) for the City of Yakima and Yakima County meeting the requirements outlined in the 2024-2029 Eastern Washington Municipal Separate Storm Sewer System (MS4) Phase II Permit.

Union Gap would like to enter into an agreement with Evergreen StormH2O to develop an addendum to the existing Quality Assurance Project Plan (QAPP) developed for City of Yakima and Yakima County in order to stay compliant with our MS4 Phase II Permit.

RECOMMENDATION: Approve a Resolution authorizing the City Manager to sign a Consultant Agreement with Evergreen StormH2O for the purpose of developing a Quality Assurance Project Plan Addendum meeting the requirements outlined in the 2024-2029 Eastern Washington Municipal Separate Storm Sewer System (MS4) Phase II Permit.

LEGAL REVIEW: This resolution has been reviewed by the City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Evergreen StormH2O Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an agreement with Evergreen StormH2O Consultants for the purpose of developing an addendum to the existing City of Yakima and Yakima County Quality Assurant Project Plan (QAPP).

WHEREAS, the City was notified by Ecology that in the next (2024-2029) Eastern Washington Municipal Separate Storm Sewer System (MS4) Phase II Permit the City will be required to collect outfall samples in the Wide Hollow subbasin contributing to the Yakima River as part of their Illicit Discharge Detection and Elimination (IDDE) program; and

WHEREAS, to meet the requirements of the Phase II Permit and TMDL, the City has selected Evergreen StormH2O to develop an addendum to the existing Quality Assurant Project Plan (QAPP) developed for City of Yakima and Yakima County; and

WHEREAS, Evergreen StormH2O is a water resources engineering and environmental services firm, in Washington State, whose team has experience in stormwater management planning, applied research, regulatory compliance support, and design; and

WHEREAS, the goal of this document is to define the scope of work to meet the requirements set forth by the Washington State Department of Ecology.

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:

The City Manager is authorized to sign an agreement with Evergreen StormH2O Consultants for the purpose of developing an addendum to the existing Quality Assurant Project Plan (QAPP) to meet the requirements set by the Washington State Department of Ecology.

PASSED this 22nd day of January, 2024.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

EVERGREEN STORMH2O STANDARD PROVISIONS

This *Agreement* is entered into by and between CITY OF UNION GAP (CLIENT) and EVERGREEN STORMH2O (CONSULTANT) for the duration of the City of Union Gap QAPP Addendum (Project).

1. Compensation. The CONSULTANT will charge the CLIENT for time and materials of \$31,695 for the Services described in the attached scope of work.

1.1 Monthly Invoices. Monthly invoices shall be issued for all Services performed under this *Agreement*. Invoices are due and payable within thirty (30) days after the date of invoice.

1.1.1 Time and Materials. Invoices for a time and materials contract are based on the hourly rates referenced in the attached scope of work.

1.2 Expenses. Expenses include all out-of-pocket costs for technical, professional, and clerical Services; transportation, meals, and lodging; laboratory tests and analyses; and telephone, printing, copying, binding, etc. Expenses are billed at 1.05 times the invoice amount, and the CLIENT shall pay all governmental fees, permits, and charges.

1.3 Past Due Accounts. Any invoice not paid within thirty (30) days after the date of invoice shall bear interest at the maximum allowable rate permitted by law.

1.4 Stop Work. EVERGREEN STORMH2O may stop work on Project and withhold delivery of all work until CLIENT's obligations then due and owing to EVERGREEN STORMH2O are paid in full.

1.5 Disputes. Invoices shall detail Services performed and all related charges and expenses. Disputes regarding an invoice shall be forwarded in writing to EVERGREEN STORMH2O within twenty (20) days of date of invoice. If the CLIENT does not dispute an invoice within the prescribed time, the invoice is deemed accurate.

1.6 Estimates. Estimated amounts for Services performed on an hourly or cost-plus fee bases are only estimates and may not accurately reflect the ultimate charges to the CLIENT.

2. Notice to Proceed. This *Agreement* constitutes the CLIENT's notice to proceed with the Services.

3. Subconsultants. With the CLIENT's approval, EVERGREEN STORMH2O may retain subconsultants to perform Services for the Project.

4. Extra Work. If the CLIENT desires work to be performed beyond the Services described in this *Agreement* ("*Extra Work*"), the CLIENT must authorize the *Extra Work* by formal written or by supplement and when necessary to comply with Project terms.

5. Safety and Construction. EVERGREEN STORMH2O is not responsible for construction means, methods, and techniques; sequences of procedures; or safety precautions and programs related to work performed by contractors, subcontractors, or anyone else associated with the Project.

6. Intellectual Property. Unless otherwise agreed upon, EVERGREEN STORMH2O shall retain ownership of all intellectual property (IP) that is developed or produced under this *Agreement*. The CLIENT shall be granted a non-exclusive limited-use license of said IP. Title, copyright, and IP rights shall remain exclusively with EVERGREEN STORMH2O.

7. Professional Standards. EVERGREEN STORMH2O shall perform Services according to the standard of care ordinarily exercised under similar conditions by similarly qualified professionals who are currently practicing in the area where the Project is located. EVERGREEN STORMH2O makes no express or implied warranties.

8. Indemnity. EVERGREEN STORMH2O and the CLIENT shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages, and expenses, including reasonable attorneys' fees, related to or arising out of their negligent acts or omissions in connection with the Project.

9. Limitation of Liability. The CLIENT agrees to require EVERGREEN STORMH2O to be named as an additional insured for all insurance policies carried by contractors, subcontractors, and suppliers on which CLIENT has been or will

be named as an additional insured. Regardless of the presence or absence of coverage, EVERGREEN STORMH2O shall not be liable for loss or damage occasioned by delays beyond EVERGREEN STORMH2O's control, or for loss of earnings, loss of use, or other incidental or consequential damages suffered by the CLIENT or others, however caused. EVERGREEN STORMH2O's liability hereunder, whether in tort or in contract, for any cause of action, shall be limited as follows: (a) for insured liabilities arising out of EVERGREEN STORMH2O's negligence, to the amount of insurance then available to fund any settlement, award, or verdict; (b) for uninsured liabilities, EVERGREEN STORMH2O will pay for items through liability coverage or out of pocket, to one hundred percent (100%) of the fee earned by EVERGREEN STORMH2O under this *Agreement*.

10. Mediation: Should any dispute arise under this *Agreement*, the parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between the parties. Unless otherwise agreed upon in mediation, the parties shall retain their rights to proceed to arbitration or litigation should mediation fail to fully resolve the matter.

11. Attorneys' Fees. If litigation becomes necessary to resolve a dispute arising under this *Agreement*, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

12. Termination. This *Agreement* may be terminated upon thirty (30) days' written notice to the other party. In such event, CLIENT shall pay EVERGREEN STORMH2O for all Services performed and for all expenses incurred up to and including date of termination. In addition, the CLIENT shall pay EVERGREEN STORMH2O to archive the Project files.

13. Dates. All time periods refer to calendar days unless otherwise stated.

14. Governing Law and Venue. The laws of the state of Washington shall govern this *Agreement*. The venue for any legal proceedings shall be Spokane County, Washington, per the parties' mutual agreement.

15. Survival. The provisions of this *Agreement* shall survive its termination and the completion of Services.

16. Complete Agreement. This *Agreement* together with the *Scope of Work*, incorporated herein by reference, shall constitute the complete understanding between the parties and may only be amended by written amendment agreed to and signed by both parties.

17. Term of Agreement. The term of this *Agreement* will begin on the date this *Agreement* is signed and it will remain in effect until the completion of the Services or July 31, 2024, whichever comes first, unless subject to earlier termination as provided in this *Agreement*.

CITY OF UNION GAP (CLIENT)

Signature:

Printed Name: Sharon Bounds

Title: City Manager

Date:

EVERGREEN STORMH2O (CONSULTANT)

By:

Printed Name:

Title:

Date:

Project	City of Union Gap QAPP Addendum
Client	City of Union Gap
Consultant	Evergreen StormH2O
Contract No.	

City of Union Gap QAPP Addendum | Scope of Work

BACKGROUND AND PURPOSE

The City of Union Gap (Client) was notified by Ecology that in the next (2024-2029) Eastern Washington (EWA) Municipal Separate Storm Sewer System (MS4) Phase II Permit they will be required to collect outfall samples in the Figure 1 subbasins contributing to the Yakima River as part of their Illicit Discharge Detection and Elimination (IDDE) program. The Yakima River in this area is an impaired water body due to high E. Coli levels previously measured and summarized in the Mid-Yakima River Basin Total Maximum Daily Load (TMDL) Water Quality Improvement Report. The TMDL was developed for bacteria impairment and requires that a Quality Assurance Project Plan (QAPP) be prepared that defines sampling and analysis procedures. The locations where samples will be collected will be determined by the Client and will support identifying and eliminating illicit discharges of E. Coli contributing to the Yakima River. To meet the requirements of the Phase II Permit and TMDL, the Client has selected Evergreen StormH2O (Consultant) to develop an addendum to the existing QAPP developed for City of Yakima and Yakima County. As such the goal of this document is to define the scope of work for developing the addendum to the QAPP which will include the following tasks.

- Hold a project kick-off meeting and check-in/coordination meetings (Task 1)
- Collect data and identify sample locations (Task 2)
- Develop a draft addendum to the existing QAPP (Task 2)
- Finalize the draft addendum to the QAPP by addressing comments provided the City of Union Gap, City of Yakima, and Yakima County as well as the Department of Ecology (Task 2)



Task 1 Project Management and Administration

This task covers the Phase 1 management, administration, and coordination of the work by the Consultant Team as defined in this Contract, including project management, preparation of monthly invoices, project schedule maintenance, and overall coordination with the Client.

Consultant Services

- **General Project Coordination**
 - Set up and close out the consultant contract.
 - Coordinate and manage the project team (including subconsultant) in the successful completion of the scope of work tasks.
 - Prepare and manage the project schedule.
 - Develop and manage a project SharePoint site for sharing project documents with the Client.
 - Prepare amendments to this contract if needed.
- **Invoicing**
 - Prepare and electronically submit monthly invoices with attached monthly status reports describing the following:
 - Services completed during the month
 - Services planned for next month
 - Need for additional information
 - Scope/Schedule/Budget issues, if applicable
 - Schedule update and financial status summary
- **Monthly Check-In Meetings:**
 - Prepare for and attend four (4) one-hour monthly check-in meetings.
 - The purpose of these meetings is to review the project status with the Client (work completed since previous meeting), review work planned, provide schedule updates, and collect the Client's feedback.
 - The first meeting will be a one-hour project kickoff meeting. The purpose of this meeting is for the Consultant Team to meet Client Stormwater Staff and review the following items:
 - Discuss the Client's project goals and vision for the project results.
 - Confirm the project schedule.
 - Develop a communication plan.
 - Discuss information needed vs. available to develop the QAPP addendum and identify sampling locations, and develop a plan to transfer data to the Consultant Team
 - Materials to be developed for these meetings include an agenda, meeting notes, and an action item list.

Client Responsibilities

- Provide input on the scope, priority of tasks, schedule, and budget.
- Process payment of invoices within 30 calendar days of invoice.
- Attend all meetings.



- Review and process contract change requests and amendments, if needed.

Assumptions

- The project duration will be six (6) months starting after the contract is executed.
- The project schedule shown in Figure 1 is a draft schedule and the schedule will be finalized after the contract is executed.
- Invoices will be the Consultant Team standard invoice format, submitted electronically. Budget assumes four (4) invoices and status reports over the project duration.
- All meeting notes will be in a bulleted format and limited to a summary of the meeting discussion, decisions made, and action items.
- Project Check-in Meeting agendas and meeting notes will be emailed to the Client within a mutually agreed upon timeline before and after meetings.
- The budget assumes the check-in meetings will be held via webinar.

Deliverables

- Monthly Progress Reports
- Project Schedule and Updates
- Project Check-in Meeting Agendas, Minutes, and Action Items

Task 2 Develop Addendum to Existing Quality Assurance Project Plan

The focus of this task is to identify sampling locations for the Client as well as develop a draft and final Addendum to the QAPP.

Consultant Services

- **Identify Sample Locations**
 - Using data gathered from the project kick-off meeting (Task 1), identify outfall or discharge locations for sampling which is expected to include:
 - Identify outfall or discharge locations to Wide Hollow Creek.
 - Consider outfall or discharge locations included in the TMDL or QAPPs developed for the TMDL as well as locations that would provide information to identify potential sources of E. Coli.
 - Assess the feasibility for collecting samples at each outfall by summarizing outfall or discharge locations in a Table format along with criteria used to select sample locations. Criteria may include but are not limited to: approximate contributing basin area and land use as well as the condition, flow characteristics, and accessibility of the point of discharge to the receiving waters.
 - The Consultant will then use the information collected to make recommendations on which outfalls/discharge locations to use for sampling. This will include developing a draft Figure showing the proposed sample locations and contributing basin areas.



- The Consultant will meet with the Client to review the recommended sampling locations and the Client will decide which sample locations will be identified in the QAPP.
 - The Table and Figure will be updated to identify the selected sample locations. The Table will also describe why outfall/discharge locations were not selected. The final version of the Table and Figure will be included in the addendum to the existing QAPP.
 - We have budgeted up to 48 hours for this work.
- **Write a Draft Addendum to the Existing Quality Assurance Project Plan**
 - The Consultant will develop an addendum to the existing QAPP which documents the Client’s study goals and objectives, sample process design, and quality control procedures. The contents of the addendum are expected to include modified sections that contain information relevant to the City of Union Gap. See Table 1 for a list of QAPP sections that will be modified in the addendum. The addendum will be developed following Ecology’s 2016 Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies.
 - The Consultant will conduct an internal QA/QC review of the addendum content prior to submitting the document to the Client.
 - The Consultant will finalize the draft addendum to the QAPP by incorporating comments provided by the Client into the draft document and conducting a final QA/QC review of the document. The review will include an editorial review to address grammar and formatting. This version of the addendum will be submitted to the City of Yakima and Yakima County for review.
 - We have budgeted up to 72 hours for this work.
- **Address Review Comments**
 - After the Client has completed their review, the Consultant will review and address the Client’s comments.
 - After City of Yakima and Yakima County have completed their review, the Consultant will meet with the City of Yakima, Yakima County, and City of Union Gap to review the comments received and discuss a plan for addressing comments. This meeting will occur during a Task 1 check-in meeting.
 - The Consultant will update the draft addendum to the QAPP incorporating the comments into the draft submittal for Ecology review.
 - After Ecology has completed their review, the Consultant will address Ecology comments.
 - We have budgeted up to 32 hours for this work.
- **Develop the Final Addendum to the Existing Quality Assurance Project Plan**
 - After Ecology has completed their review, the Consultant will meet with the City of Yakima, Yakima County, and City of Union Gap to review the comments received and discuss a plan for addressing Ecology comments. This meeting will occur during a Task 1 check-in meeting.



- The Consultant will develop a final addendum to the QAPP incorporating the comments into the final submittal to Ecology. The Consultant will provide a technical and editorial review of the items revised before submitting the final version to the City.
- We have budgeted up to 28 hours for this work.

Client Responsibilities

- The client will conduct site reconnaissance at potential sampling locations. This is expected to include but is not limited to: taking photos of the location, reviewing access to the sample location, and noting whether the jurisdictions staff have observed flow at the location during precipitation events.
- Review draft copies of the addendum to the QAPP (submitted to the Client by the Consultant) and provide the Consultant with one set (from Client) of consolidated comments. Comments will be provided using the track changes and comment option in Word.
- The Client is responsible for submitting the draft addendum to the QAPP.

Assumptions

- The Client will conduct all site reconnaissance for potential sampling locations. As such, the budget does not include travel-related time and expenses for Consultant staff.
- The Consultant Team will use the comment option in Word to respond to all Client and Stakeholder comments on draft deliverables. Revisions to draft deliverables will be submitted via email or SharePoint site back to the Client as the official record of how the comments were addressed.
- The budget assumes the Consultant will address one round of comments from the Client on each draft deliverable.
- The budget assumes one round of comments from City of Yakima and Yakima County on the draft addendum to the QAPP.
- The budget assumes one round of comments from Ecology on the draft addendum to the QAPP.

Deliverables

- Draft and Final Sampling Locations Table and Figure
- Draft and Final Addendum to the Existing Quality Assurance Project Plan

Table 1. Summary of Addendum to QAPP Contents

QAPP Section	Sub-Sections Modified in Addendum ¹
Abstract	All Sub-Sections
1.0 Background	1.1 Introduction and Problem Statement
2.0 Project Description	2.0 Project Description 2.1 Project Goals 2.2 Project Objectives
3.0 Organization and Schedule	All Sub-Sections



QAPP Section	Sub-Sections Modified in Addendum ¹
4.0 Quality Objectives	4.2.1 Targets for Precision, Bias, and Sensitivity 4.2.2 Targets for Comparability, Representativeness, and Completeness Table 4-2 Summary of DQIs and MPCs
5.0 Study Design	All Sub-Sections
6.0 Field Procedures	6.3 Containers, Preservation Methods, Holding Times 6.5 Sample ID 6.6 Chain of Custody
7.0 Laboratory Procedures	All Sub-Sections
8.0 Quality Control Procedures	8.1 Table of Field and Laboratory Quality Control
9.0 Data Management Procedures	9.1 Data Recording and Reporting Requirements 9.2 Laboratory Data Package Requirements 9.3 Electronic Transfer Requirements
10.0 Audits and Reports	10.2 Responsible Personnel 10.4 Responsibility for Reports
11.0 Data Verification	None – no changes needed to procedures in existing QAPP
12.0 Data Quality (Usability) Assessment	None – no changes needed to procedures in existing QAPP
Appendix A TMDL	None – no changes needed to procedures in existing QAPP
Appendix B Standard Operating Procedures	All of Appendix
Appendix C Sample Inventory and Pictures of Sample Locations	All of Appendix
Appendix D Addendum	None – no changes needed to procedures in existing QAPP
Appendix E Field Forms	All of Appendix
Appendix F Chain of Custody	All of Appendix
Appendix G Audit Form	All of Appendix
Appendix H Corrective Action Plan	None – no changes needed to procedures in existing QAPP
Appendix I Revisions to QAPP	None – no changes needed to procedures in existing QAPP
Appendix J Example Laboratory Reports	All of Appendix
Appendix K How to Submit Data to EIM	None – no changes needed to procedures in existing QAPP
Appendix L Data Quality Form	All of Appendix
Appendix M Glossaries, Acronyms,	None – no changes needed to procedures in existing QAPP

¹ Sub-sections noted represent a range of level of effort to update the sections to reflect City of Union Gap personnel, sample locations, and study procedures. For example, the level of effort to update Appendix F will be minor, whereas the level of effort to update Appendix B will be higher.



Fee Summary & Project Schedule

The fees are based on the scope of services defined in this document and associated assumptions. The professional services are based on a time and materials basis not to exceed \$31,695. All expenses will be billed at cost plus a 5% markup. Any modifications to the scope or requests for additional services will be agreed upon prior to proceeding. A fee breakdown is provided in Table 2.

Table 2. Fee Summary

Task	Fees
Task 1. Project Administration & Management	\$4,839
Task 2. Develop Quantity Assurance Project Plan Addendum	\$26,856
Total	\$31,695

Figure 1. Proposed 2024 Project Schedule

Project Task	Q1			Q2			Q3
	Jan	Feb	Mar	Apr	May	Jun	July
Task 1. Project Management ¹							
Task 2. Develop QAPP Addendum							
Identify Sample Locations							
Develop a Draft Addendum							
QA/QC							
City and County Review							
Ecology Review ²							
Develop Final Addendum							

¹ Monthly meetings are anticipated but will not be held when QAPP is in Ecology review.

² The Ecology review period duration is an estimate.





City Council Communication

Meeting Date: January 22, 2024
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – RH2 Engineering, Inc. Consultant Agreement; Main Street Pedestrian Crossing Improvements Project Phase II

SYNOPSIS: The City received federal funding to install two rectangular rapid flashing beacon (RRFB) systems and associated pedestrian improvements across Main Street at two intersections between Yakima Street and West Franklin Street. In October 2023 the City awarded to RH2 Engineering, Inc. the Main Street Pedestrian Crossing Improvements Project Phase II.

The City would like to enter into a Professional Services Consultant Agreement with RH2 Engineering Inc. to complete the design, plans, specifications, and Engineer's opinion of probable construction costs.

RECOMMENDATION: Approve a resolution authorizing the City Manager to execute a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with RH 2 Engineering, Inc. as it relates to services for the Main Street Pedestrian Crossing Improvements Phase II between Yakima Street and West Franklin Street.

LEGAL REVIEW: The City Attorney has reviewed

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. RH2 Engineering, Inc. Consultant Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with RH2 Engineering, Inc.

WHEREAS, the City received funding through the Surface Transportation Block Grant Set-aside program to install two rectangular rapid flashing beacon systems and associated pedestrian improvements across Main Street at two intersections between Yakima Street and West Franklin Street; and

WHEREAS, In October 2023 the City awarded to RH2 Engineering, Inc. the Main Street Pedestrian Crossing Improvements Project; and

WHEREAS, the City wishes to execute a contract with RH2 Engineering, Inc. to complete design, plans, specifications, and Engineer's opinion of probable construction costs; and

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:

The City Manager is authorized to sign a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with RH2 Engineering, Inc. as it relates to services for the Main Street Pedestrian Crossing Improvements between Yakima Street and West Franklin Street.

PASSED this 22nd day of January, 2024.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): RH2 Engineering, Inc.	
Address 300 Simon Street SE, Suite 5, East Wenatchee, WA 98802	Federal Aid Number
UBI Number 600-373-878	Federal TIN 91-1108443
Execution Date	Completion Date 12/31/2026
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title Main Street Pedestrian Crossing Improvements Between Yakima Street and W. Franklin Street	
Description of Work The City of Union Gap received funding to install two Rectangular Rapid Flashing Beacon (RRFB) systems and associated pedestrian improvements across Main Street at two intersections between Yakima Street and W. Franklin Street. RH2 Engineering, Inc., has been contracted to complete the design, plans, specifications, and and Engineer's opinion of probable construction costs.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$110,756.48	

Index of Exhibits

Exhibit A	Scope of Work
Exhibit B	DBE Participation
Exhibit C	Preparation and Delivery of Electronic Engineering and Other Data
Exhibit D	Prime Consultant Cost Computations
Exhibit E	Sub-consultant Cost Computations
Exhibit F	Title VI Assurances
Exhibit G	Certification Documents
Exhibit H	Liability Insurance Increase
Exhibit I	Alleged Consultant Design Error Procedures
Exhibit J	Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the "Execution Date" box on page one (1) of this AGREEMENT, between the City of Union Gap, hereinafter called the "AGENCY," and the "Firm / Organization Name" referenced on page one (1) of this AGREEMENT, hereinafter called the "CONSULTANT."

WHEREAS, the AGENCY desires to accomplish the work referenced in "Description of Work" on page one (1) of this AGREEMENT and hereafter called the "SERVICES;" and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit "A" attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days' notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit "A."

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:
Name: Sharon Bounds
Agency: City of Union Gap
Address: 102 W. Ahtanum Road
City: Union Gap State: WA Zip:
Email: sharon.bounds@uniongapwa.gov
Phone: (509) 248-0432
Facsimile:

If to CONSULTANT:
Name: Erik Howe
Agency: RH2 Engineering, Inc.
Address: 300 Simon Street SE, Suite 5
City: East Wenatchee State: WA Zip:98802
Email: ehowe@rh2.com
Phone: (509) 886-6761
Facsimile:

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits "D" and "E" attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT's direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT's fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits "D" and "E" shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT's FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits "D" and "E" will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT's books and records to determine the CONSULTANT's actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits "D" and "E" shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY's option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee's actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental card costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973 (29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit "F" attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit "F" in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT's failure to perform is without the CONSULTANT's or its employee's fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker’s compensation and employer’s liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any “Auto” (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker’s Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the “AIs”), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT’s and the sub-consultant’s and/or subcontractor’s insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Sharon Bounds
 Agency: City of Union Gap
 Address: 102 W. Ahtanum Road
 City: Union Gap State: WA Zip: 98903
 Email: sharon.bounds@uniongapwa.gov
 Phone: (509) 248-0432
 Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT’s professional liability to the AGENCY, including that which may arise in reference to section IX “Termination of Agreement” of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT’s professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V “Payment Provisions” until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes ("State's Confidential Information"). The "State's Confidential Information" includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver's license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State's Confidential Information in strictest confidence and not to make use of the State's Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY's express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State's Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY's option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State's Confidential Information; or (ii) returned all of the State's Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State's Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State's Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State's Confidential Information was received; who received, maintained, and used the State's Confidential Information; and the final disposition of the State's Confidential Information. The CONSULTANT's records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State's Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State's Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as "Confidential" and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTs, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.



Signature Richard L. Ballard, Director

January 1, 2024

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A
Scope of Work

Project No.

EXHIBIT A
Scope of Work
City of Union Gap
Main Street Pedestrian Crossing Improvements
January 2024

Background

The City of Union Gap (City) received federal funding to install Rectangular Rapid Flashing Beacon (RRFB) signs at multiple crossings across Main Street between Yakima Street and West Franklin Street. RH2 Engineering, Inc., (RH2) has been contracted to perform a traffic study and develop design plans, specifications, and an Engineer's opinion of probable construction cost (OPCC).

RH2 deliverables to be provided in electronic PDF unless otherwise specified. Services identified herein will be performed to the level of effort identified within the fee estimate. If additional services are requested or required, an amendment to this Scope of Work and Fee Estimate will be mutually determined by the City and RH2.

Task 1 – Preliminary Design

Objective: Prepare preliminary intersection layout.

Approach:

- 1.1 Utilizing existing aerial photography and as-built information from the City (if available), prepare a basemap for the project and identify missing survey information. Attend one (1) site visit to review survey and site.
- 1.2 Prepare a traffic study technical memorandum to support the installation of the RRFB systems. This work will build upon a study being conducted by RH2 under separate contract for a hybrid beacon crossing system across a different section of Main Street. The final product will be a single study that recommends three (3) crossing locations and types. The study will utilize the *Manual on Uniform Traffic Control Devices* and the Washington State Department of Transportation (WSDOT) *Traffic Manual* as the basis for developing the technical memorandum.
- 1.3 Prepare a preliminary plan sheet showing proposed pedestrian crossing locations. This will include a plan view layout of the RRFB crossing locations, refuge islands, and associated pedestrian ramps. Submit plan to City for review.
- 1.4 Coordinate with the local power company to identify a power source(s) for the RRFB systems.
- 1.5 Perform project management tasks, including internal staff coordination, coordination with City staff, preparing sub-consultant agreements, and monthly reviews of scope, schedule, and budget. This task will include preparing funding reimbursement requests for the City to submit to WSDOT.

Assumptions:

- *The City has all property rights needed to construct this project. This Scope of Work does not include obtaining right-of-way, permanent easements, or temporary construction easements.*
- *Existing stormwater systems are adequate and will only require minor adjustments.*
- *Existing illumination is adequate and will not be modified.*
- *No utility relocation will be necessary.*
- *No geotechnical investigation will be done. Conservative assumptions will be used for existing soil properties.*
- *No Cultural Resources Report will be required.*
- *The City will provide traffic volume information for the traffic study. If actual counts are unavailable, City staff will provide assumptions for volumes to use.*
- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work.*

Provided by City:

- As-built data (if available).
- All available geotechnical investigations near the project site.
- Timely review of plans.

RH2 Deliverables:

- Attendance at one (1) site visit.
- Preliminary plan sheet.
- Traffic study technical memorandum.

Task 2 – Environmental Permitting

Objective: Submit applications and checklists required to obtain the environmental permits to construct the pedestrian improvements.

Approach:

- 2.1 Prepare Categorical Exclusion (CE) for the project as required to fulfill National Environmental Policy Act (NEPA) requirements through WSDOT. *Given the nature of the improvements, it is assumed that the CE summary will fulfill the NEPA requirements without the need for additional reports.*
- 2.2 Coordinate with a cultural resource specialist to provide exhibits to document the Area of Potential Effect. Prepare an Unanticipated Discovery Plan (UDP).

**City of Union Gap
Main Street Pedestrian Crossing Improvements**

**Exhibit A
Scope of Work**

- 2.3 Prepare and submit a National Pollutant Discharge Elimination System (NPDES) Construction Stormwater General Permit (CSGP) application and up to one (1) supporting graphic. *It is assumed that the City will incur the advertising costs.*
- 2.4 Prepare a *Stormwater Pollution Prevention Plan* (SWPPP) for inclusion in the CSGP application.

Assumptions:

- *No cultural resources survey is required (assumes exemption per LAG Section 24.8). If a cultural resource survey is required, that extra work will be mutually determined between the City and RH2.*
- *No date is warranted or implied for agency review or response of submittals.*

Provided by City:

- Direct payment of all fees associated with permits.

RH2 Deliverables:

- One (1) completed WSDOT CE.
- One (1) NPDES CSGP application and up to one (1) graphic.
- One (1) SWPPP.
- Area of Potential Effect exhibit.

Task 3 – Final Design

Objective: Prepare the final design and bid documents.

Approach:

- 3.1 Prepare 60-percent design level plan view exhibit and OPCC for the proposed improvements for City review. Show locations of the new Americans with Disabilities Act ramps and crosswalk pavement markings utilizing existing aerial imaging. Attend one (1) site visit with City staff to discuss project improvements.
- 3.2 Prepare 90-percent design level plans. The 90-percent design level plan set will include the following:
- Cover sheet and legend sheet.
 - Summary of quantities sheet.
 - Plan sheets for the proposed improvements utilizing existing aerial imaging.
 - Detail sheets.
 - Two (2) traffic control sheets.
- 3.3 Prepare 90-percent specifications, including WSDOT General Special Provisions, special provisions, and front-end bid documents. Specifications will be based on WSDOT/American

Public Works Association format. *The City will provide any City-specific technical provisions. The City will provide any City-specific bid documents and construction contract forms.*

- 3.4 Prepare the 90-percent OPCC for the proposed improvements.
- 3.5 Perform internal quality assurance and quality control (QA/QC) review of the 90-percent design.
- 3.6 Prepare and submit the plans, specifications, and OPCC for City review at the 90-percent design stage.
- 3.7 Prepare bid-ready plans, specifications, and OPCC documents based on City review comments and QA/QC review. Prepare bid-ready documents.
- 3.8 Perform project management tasks associated with Task 3, including internal staff coordination, coordination with City staff, and monthly reviews of scope, schedule, and budget.

Provided by City:

- Attendance at one (1) site visit.
- City-specific bid and construction documents.
- Timely review of 60 and 90-percent design documents.

RH2 Deliverables:

- Attendance at one (1) site visit.
- 60-percent plan view exhibit and OPCC.
- 90-percent plans, specifications, and OPCC.
- Bid-ready plans, specifications, and OPCC.

Task 4 – Services During Bidding

Objective: Assist the City with the bidding process.

Approach:

- 4.1 Prepare the advertisement for bid and provide to the City for publishing.
- 4.2 Respond directly to contractor or supplier questions during the bidding period.
- 4.3 Prepare one (1) addendum, if requested, to clarify, revise, or change construction plans, specifications, or project conditions during the bidding process.
- 4.4 Attend the bid opening, obtain bids, and prepare bid tabulation.
- 4.5 Review the lowest bidder information, contact up to three (3) references, and provide a construction contract award recommendation letter to the City.
- 4.6 Prepare conformed for construction plans and specifications. Provide ten (10) half-size hard copies for use during construction.

Assumptions:

- *The City will pay for advertising and legal fees directly. The City will coordinate construction contract award and execution.*
- *The project will be bid electronically.*

Provided by City:

- Placement of the advertisement in the newspaper and paying all advertising fees.
- Electronic copies of the bids.

RH2 Deliverables:

- Responses to contractor or supplier questions via phone or email.
- One (1) addendum, if requested.
- Attendance at bid opening.
- Bid tabulation.
- Recommendation of award letter.
- Plan sets in electronic PDF and ten (10) half-size hard copies.

Project Schedule

RH2 can begin work upon notice to proceed and receipt of survey data. The traffic counts and study are anticipated to be prepared in the winter of 2023 and early 2024 with design and bidding in spring/summer 2024. Construction is anticipated in the fall of 2024. Professional services associated with construction may be added by supplement.

Exhibit B
DBE Participation Plan

In the absents of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

Refer to Exhibit A - Scope of Work.

B. Roadway Design Files

Refer to Exhibit A - Scope of Work.

C. Computer Aided Drafting Files

Refer to Exhibit A - Scope of Work.

D. Specify the Agency's Right to Review Product with the Consultant

Refer to Exhibit A - Scope of Work.

E. Specify the Electronic Deliverables to Be Provided to the Agency

Refer to Exhibit A - Scope of Work.

F. Specify What Agency Furnished Services and Information Is to Be Provided

Refer to Exhibit A - Scope of Work.

II. Any Other Electronic Files to Be Provided

Refer to Exhibit A - Scope of Work.

III. Methods to Electronically Exchange Data

Refer to Exhibit A - Scope of Work.

A. Agency Software Suite

Refer to Exhibit A - Scope of Work.

B. Electronic Messaging System

Refer to Exhibit A - Scope of Work.

C. File Transfers Format

Refer to Exhibit A - Scope of Work.

Exhibit D
Prime Consultant Cost Computations

EXHIBIT D

Fee Estimate

City of Union Gap

Main Street Pedestrian Crossing Improvements

Jan-24

Description	Principal	Project Manager	Staff Engineer	Staff Engineer	Project Accounting	Administrative Support	Total Hours	Total Labor	Total Subconsultant	Total Expense	Total Cost
Task 1 Preliminary Design	3	28	98	2	4	10	145	\$ 24,840	\$ -	\$ 2,907	\$ 27,747
1.1 Obtain survey and visit site	-	2	8	-	-	-	10	\$ 1,641	\$ -	\$ 392	\$ 2,032
1.2 Prepare traffic study	2	8	50	-	-	2	62	\$ 9,918	\$ -	\$ 1,375	\$ 11,293
1.3 Prepare preliminary plan	-	8	40	-	-	-	48	\$ 7,628	\$ -	\$ 1,100	\$ 8,728
1.4 Coordinate with utility companies	-	2	-	2	-	-	4	\$ 1,148	\$ -	\$ 40	\$ 1,188
1.5 Perform project management tasks	1	8	-	-	4	8	21	\$ 4,505	\$ -	\$ -	\$ 4,505
Task 2 Environmental Permitting	-	12	56	4	-	8	80	\$ 13,097	\$ 2,813	\$ 1,540	\$ 17,450
2.1 Prepare CE	-	4	40	4	-	-	48	\$ 7,628	\$ -	\$ 1,100	\$ 8,728
2.2 Prepare UDP	-	4	4	-	-	4	8	\$ 1,682	\$ 2,813	\$ 110	\$ 4,605
2.3 Prepare NPDES Permit	-	2	4	-	8	-	14	\$ 2,146	\$ -	\$ 110	\$ 2,256
2.4 Prepare SWPPP	-	2	8	-	-	-	10	\$ 1,641	\$ -	\$ 220	\$ 1,861
Task 3 Final Design	3	44	196	30	4	12	289	\$ 50,794	\$ -	\$ 5,642	\$ 56,436
3.1 Prepare 60-percent plans/attend meeting	-	4	80	4	-	-	88	\$ 12,960	\$ -	\$ 2,372	\$ 15,332
3.2 Prepare 90-percent plans	-	4	80	4	-	-	88	\$ 12,960	\$ -	\$ 2,340	\$ 15,200
3.3 Prepare 90-percent specifications	-	20	-	20	8	-	48	\$ 12,523	\$ -	\$ -	\$ 12,523
3.4 Prepare 90-percent OPCC	-	2	8	-	-	-	10	\$ 1,641	\$ -	\$ 220	\$ 1,861
3.5 Perform QA/QC	2	2	-	-	-	-	4	\$ 1,271	\$ -	\$ -	\$ 1,271
3.6 Submit 90-percent documents for review	-	2	8	-	-	-	10	\$ 1,641	\$ -	\$ 220	\$ 1,861
3.7 Prepare bid-ready documents	-	2	20	2	-	-	24	\$ 3,814	\$ -	\$ 590	\$ 4,404
3.8 Project Management	1	8	-	-	4	4	17	\$ 3,985	\$ -	\$ -	\$ 3,985
Task 4 Services During Bidding	1	10	20	4	-	5	40	\$ 7,683	\$ -	\$ 1,441	\$ 9,124
4.1 Prepare advertisement	-	1	2	-	-	1	2	\$ 417	\$ -	\$ -	\$ 417
4.2 Respond to questions	-	4	4	4	-	-	12	\$ 2,830	\$ -	\$ 110	\$ 2,940
4.3 Prepare addendum	-	2	4	-	-	-	6	\$ 1,107	\$ -	\$ 110	\$ 1,217
4.4 Prepare bid tabs	-	1	4	-	-	-	5	\$ 820	\$ -	\$ 241	\$ 1,061
4.5 Contact references/award letter	1	-	-	-	-	-	1	\$ 349	\$ -	\$ -	\$ 349
4.6 Prepare confirmed plans and specs	-	2	8	-	-	4	14	\$ 2,160	\$ -	\$ 980	\$ 3,140
PROJECT TOTAL	7	94	370	40	8	35	554	\$ 96,413.56	\$ 2,813	\$ 11,529.92	\$ 110,756.48

Exhibit D Continued
 Consultant Fee Determination - Negotiated Hourly Rate Consultant Agreement

City of Union Gap
 Main Street Pedestrian Crossing Improvements

<u>Classification / Job Title</u>	<u>Hourly Rate</u>	<u>Overhead @ 211.77%</u>	<u>Profit @ 30.00%</u>	<u>Rate Per Hour</u>	x	<u>Labor Hours</u>	=	<u>Cost</u>
Professional I	\$ 45.00	\$ 95.30	\$ 13.50	\$ 153.80		0.0	\$	-
Professional II	\$ 48.25	\$ 102.18	\$ 14.48	\$ 164.91		0.0	\$	-
Professional III	\$ 53.00	\$ 112.24	\$ 15.90	\$ 181.14		0.0	\$	-
Professional IV	\$ 65.25	\$ 138.18	\$ 19.58	\$ 223.01		0.0	\$	-
Professional V	\$ 72.00	\$ 152.47	\$ 21.60	\$ 246.07		0.0	\$	-
Professional VI	\$ 84.00	\$ 177.89	\$ 25.20	\$ 287.09		134.0	\$	38,470.06
Professional VII	\$ 102.00	\$ 216.01	\$ 30.60	\$ 348.61		7.0	\$	2,440.27
Professional VIII	\$ 116.00	\$ 245.65	\$ 34.80	\$ 396.45		0.0	\$	-
Professional IX	\$ 145.00	\$ 307.07	\$ 43.50	\$ 495.57		0.0	\$	-
Technician I	\$ 26.50	\$ 56.12	\$ 7.95	\$ 90.57		0.0	\$	-
Technician II	\$ 27.00	\$ 57.18	\$ 8.10	\$ 92.28		0.0	\$	-
Technician III	\$ 27.50	\$ 58.24	\$ 8.25	\$ 93.99		0.0	\$	-
Technician IV	\$ 38.50	\$ 81.53	\$ 11.55	\$ 131.58		0.0	\$	-
Technician V	\$ 39.00	\$ 82.59	\$ 11.70	\$ 133.29		370.0	\$	49,317.30
Administrative I	\$ 28.75	\$ 60.88	\$ 8.63	\$ 98.26		0.0	\$	-
Administrative II	\$ 29.75	\$ 63.00	\$ 8.93	\$ 101.68		0.0	\$	-
Administrative III	\$ 38.00	\$ 80.47	\$ 11.40	\$ 129.87		35.0	\$	4,545.45
Administrative IV	\$ 40.00	\$ 84.71	\$ 12.00	\$ 136.71		0.0	\$	-
Administrative V	\$ 60.00	\$ 127.06	\$ 18.00	\$ 205.06		8.0	\$	1,640.48
							\$	96,413.56
		<u>Reimbursables</u>	<u>Rate</u>	<u>Qty</u>				
		CAD System Per Hour	\$27.50	370			\$	10,175.00
		GIS System Per Hour	\$27.50	0			\$	-
		CAD Plots Half Size	\$2.50	0			\$	-
		CAD Plots Full Size	\$10.00	0			\$	-
		CAD Plots Large	\$25.00	0			\$	-
		In-house copies (each) 8.5" X 11" B&W	\$0.09	2000			\$	180.00
		In-house copies (each) 8.5" X 14" B&W	\$0.14	0			\$	-
		In-house copies (each) 11" X 17" B&W	\$0.20	0			\$	-
		In-house copies (color) (each) 8.5" X 11" Color	\$0.90	200			\$	180.00
		In-house copies (color) (each) 8.5" X 14" Color	\$1.20	0			\$	-
		In-house copies (color) (each) 11 X 17" Color	\$2.00	280			\$	560.00
		Mileage	\$0.655	664			\$	434.92
							\$	11,529.92
		Subconsultant Costs:					\$	2,813.00
		Subconsultant Markup:					\$	-
		Total Subconsultant:					\$	2,813.00
		Grand Total:					\$	110,756.48

Prepared by:
 E. Howe

This information is proprietary and confidential.



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

April 6, 2023

RH2 Engineering, Inc.
22722 29th Drive SE, Suite 210
Bothell, WA 98021

Subject: Acceptance FYE 2022 ICR – Audit Office Review

Dear Thad Vesely:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2022 Indirect Cost Rate (ICR) of 211.77% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 705-7019** or via email consultanrates@wsdot.wa.gov.

Regards;

Schatzie Harvey

Schatzie Harvey (Apr 10, 2023 04:52 PDT)

SCHATZIE HARVEY, CPA
Contract Services Manager

Apr 10, 2023

SH:mya

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI "Sub-Contracting" of this AGREEMENT.

Plateau Cultural Resource

Exhibit E**Prime Consultant Cost Computations****Unon Gap ~ Main Street at Washington Crossing**

Direct Salary Cost (Composite)			
Breakdown at Work	Hours	Rate of Pay	Estimated Cost
Principal Investigator	1	50.00	50.00
Project Archaeologist/Project Manager	20	40.00	800.00
Project Archaeologist	0	28.00	0.00
Field Archaeologist	0	25.00	0.00
Historian/Architectural Historian	0	27.50	0.00
GIS	6	40.00	240.00
Technical Report Editor	3	25.00	75.00
Totals			1165.00

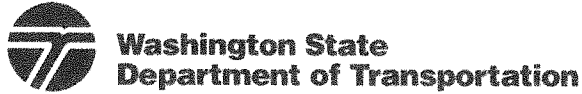
Overhead Cost (Including payroll additives) 110.2% 1284.18

Fixed Fee 31.2% 363.48

Reimbursibles:

Lodging (at cost)	0.00	
M&IE (GSA rate)	0.00	
Mileage (0.545 / mile)	0.00	
Postage (at cost)	0.00	
Field Supplies (at cost)	0.00	
Total	0.00	0.00

Grand Total **\$2,812.66**



**Washington State
Department of Transportation**

Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

November 6, 2023

Plateau Archeological Investigations, LLC
P.O. Box 714
Pullman, WA 99163

Subject: Acceptance FYE 2022 ICR – Audit Office Review

Dear David Harder:

Transmitted herewith is the WSDOT Audit Office's memo of "Acceptance" of your firm's FYE 2022 Indirect Cost Rate (ICR) of 110.23% of direct labor. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with your firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

Schatzie Harvey

Schatzie Harvey (Nov 7, 2023 14:12 PST)

SCHATZIE HARVEY, CPA
Contract Services Manager

SH:leg

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G
Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of City of Union Gap
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
RH2 Engineering, Inc.

whose address is

300 Simon Street SE, Suite 5, East Wenatchee, WA 98802

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

RH2 Engineering, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Richard L. Ballard, Director

January 18, 2024

Date

Exhibit G-1(b) Certification of City of Union Gap

I hereby certify that I am the:

Other

of the City of Union Gap, and RH2 Engineering, Inc.

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Washington State Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature


Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

RH2 Engineering, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Richard L. Ballard, Director

January 18, 2024

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

RH2 Engineering, Inc.

Consultant (Firm Name)



Signature (Authorized Official of Consultant)

Richard L. Ballard, Director

January 18, 2024

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of Main Street Pedestrian Crossing Improvements * are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: RH2 Engineering, Inc.



Signature Richard L. Ballard

Director

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)

**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.

***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



City Council Communication

Meeting Date: January 22, 2024
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – WA State Department of Ecology – Agreement No. WQSWCAP-2325-UniGap-00068

SYNOPSIS: The purpose of this Agreement between the City and the Washington State Department of Ecology is to provide funds for the implementation and management of the City's municipal stormwater programs

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign Agreement WQSWCAP-2023-UniGap-00068 with the Washington State Department of Ecology for the 2023-2025 Biennial Stormwater Capacity Grant.

LEGAL REVIEW: The City Attorney has reviewed the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. DOE WA Quality SW Capacity Agreement No. WQSWCAP-2325-UniGap-00068

**CITY OF UNION GAP, WASHINGTON
RESOLUTION NO.**

A RESOLUTION authorizing the City Manager to sign Agreement WQSWCAP-2325-UniGap-00068 with the Washington State Department of Ecology for the 2023-2025 Biennial Stormwater Capacity Grant.

WHEREAS, the Washington Department of Ecology can facilitate the distribution of grant money funds to the City of Union Gap for its use in improving stormwater management and water quality protection with the development and implementation of a stormwater management program;

WHEREAS, in order to participate in such funding, the City of Union Gap must comply with various requirements as set forth in the document entitled "Washington State Department of Ecology Agreement No. WQSWCAP-2325-UniGap-00068";

WHEREAS, it is the desire of the City Council to enter into the agreement for the purpose of obtaining grant funding and for the purpose of ensuring that Union Gap improves stormwater management and water quality protection

WHEREAS, this project will assist Phase I & II Permittees implementation or management of municipal stormwater programs by reducing stormwater pollutants discharged to state water bodies;

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:

That the City Manager is authorized to sign an Agreement between the City of Union Gap and the State of Washington Department of Ecology for 2023-2025 Biennial Stormwater Capacity Grant Program.

PASSED this 22nd day of January, 2024.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



Agreement No. WQSWCAP-2325-UniGap-00068

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF UNION GAP

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Union Gap, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	2023-2025 Biennial Stormwater Capacity Grants
Total Cost:	\$130,000.00
Total Eligible Cost:	\$130,000.00
Ecology Share:	\$130,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	03/31/2025
Project Type:	Capacity Grant

Project Short Description:

This project will assist Phase I and II Permittees in implementation or management of municipal stormwater programs.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies.

Agreement No: WQSWCAP-2325-UniGap-00068
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Union Gap

RECIPIENT INFORMATION

Organization Name: City of Union Gap

Federal Tax ID: 91-6001287
UEI Number: R9B9C53VD1G3

Mailing Address: PO Box 3008
Union Gap, WA 98903

Physical Address: 102 W Ahtanum Rd
Union Gap, Washington 98903

Organization Email: dennis.henne@uniongapwa.gov

Contacts

Agreement No: WQSWCAP-2325-UniGap-00068
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Union Gap

<p>Project Manager</p>	<p>David Dominguez Civil Engineer</p> <p>102 W Ahtanum Rd Union Gap, Washington 98903 Email: david.dominguez@uniongapwa.gov Phone: (509) 249-9211</p>
<p>Billing Contact</p>	<p>Karen Clifton Director of Finance & Administration</p> <p>PO Box 3008 Union Gap, Washington 98903 Email: karen.clifton@uniongapwa.gov Phone: (509) 249-9216</p>
<p>Authorized Signatory</p>	<p>Sharon Rose Bounds City Manager</p> <p>102 W Ahtanum Rd Union Gap, Washington 98903 Email: sharon.bounds@uniongapwa.gov Phone: (509) 248-0432</p>

Agreement No: WQSWCAP-2325-UniGap-00068
Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Union Gap

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890
Financial Manager	Kyle Graunke PO Box 47600 Olympia, Washington 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 628-3890

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant and loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and Recipient Closeout Report.
- * Properly maintained project documentation.

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

SCOPE OF WORK

Task Number: 2 **Task Cost: \$125,000.00**

Task Title: Permit Implementation

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the Municipal Stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will use funds to attain compliance where applicable. The following is a list of elements projects may include:

- 1) Public education and outreach activities, including stewardship activities.
- 2) Public involvement and participation activities.
- 3) Illicit discharge detection and elimination (IDDE) program activities, including:
 - a) Mapping of municipal separate storm sewer systems (MS4s).
 - b) Staff training.
 - c) Activities to identify and remove illicit stormwater discharges.
 - d) Field screening procedures.
 - e) Complaint hotline database or tracking system improvements.
- 4) Activities to support programs to control runoff from new development, redevelopment, and construction sites, including:
 - a) Development of an ordinance and associated technical manual or update of applicable codes.
 - b) Inspections before, during, and upon completion of construction, or for post-construction long-term maintenance.
 - c) Training for plan review or inspection staff.
 - d) Participation in applicable watershed planning effort.
- 5) Pollution prevention, good housekeeping, and operation and maintenance program activities, such as:
 - a) Inspecting and/or maintaining the MS4 infrastructure.
 - b) Developing and/or implementing policies, procedures, or stormwater pollution prevention plans at municipal properties or facilities.
- 6) Annual reporting activities.
- 7) Establishing and refining stormwater utilities, including stable rate structures.
- 8) Water quality monitoring to implement permit requirements for a Water Cleanup Plan (Total Maximum Daily Load (TMDL)). Note that any monitoring funded by this program requires submittal of a Quality Assurance Project Plan (QAPP) that ECOLOGY approves prior to awarding funding for monitoring. Monitoring must directly meet a Phase I or II permit requirement.
- 9) Structural stormwater controls program activities (Phase I permit requirement).
- 10) Source control for existing development (Phase I permit requirement), including:
 - a) Inventory and inspection program.
 - b) Technical assistance and enforcement.
 - c) Staff training.
- 11) Equipment purchases that result directly in improved permit compliance. Equipment purchases must be specific to implementing a permit requirement (such as a vactor truck) rather than general use (such as a pick-up truck). Equipment purchases over \$5,000.00 must be pre-approved by ECOLOGY.

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 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Union Gap

Documentation of all tasks completed is required. Documentation may include field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Ineligible expenses include capital construction projects, incentives or give-a-ways, grant application preparation, Technology Assessment Protocol - Ecology (TAPE) review for proprietary treatment systems, or tasks that do not support Municipal Stormwater Permit implementation.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the pollutants delivered by stormwater to lakes, streams, and the Puget Sound by implementing measures required by Phase I and II NPDES permits.

Task Expected Outcome:

RECIPIENTS will implement measures required by Phase I and II NPDES permits.

Permit Implementation

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-2325-UniGap-00068
 Project Title: 2023-2025 Biennial Stormwater Capacity Grants
 Recipient Name: City of Union Gap

BUDGET

Funding Distribution EG240338

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: 2023-25 Stormwater Capacity Grant Funding Type: Grant
 Funding Effective Date: 07/01/2023 Funding Expiration Date: 03/31/2025

Funding Source:

Title: Model Toxics Control Stormwater Account (MTCSA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: MTCSA

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

2023-25 Stormwater Capacity Grant	Task Total
Grant and Loan Administration	\$ 5,000.00
Permit Implementation	\$ 125,000.00

Total: \$ 130,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Stormwater Capacity Grant	0.00 %	\$ 0.00	\$ 130,000.00	\$ 130,000.00
Total		\$ 0.00	\$ 130,000.00	\$ 130,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

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transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

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the System for Award Management (SAM) <<https://sam.gov/SAM/>> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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Project Title: 2023-2025 Biennial Stormwater Capacity Grants
Recipient Name: City of Union Gap

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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Recipient Name: City of Union Gap

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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Recipient Name: City of Union Gap

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



City Council Communication

Meeting Date: January 22, 2024
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – WSU Extension & the Master Gardener Foundation of Yakima County - Memorandum of Agreement

SYNOPSIS: The Memorandum of Agreement between the City, Washington State University Extension and the Master Gardener Foundation of Yakima County has been on-going for a number of years. The purpose of the agreement is to set forth the guidelines for the operation of the demonstration garden at the Ahtanum Youth Activities Park.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to execute the Memorandum of Agreement between the City, Washington State University Extension Yakima County and the Master Gardener Foundation of Yakima County for the purpose of the operation of the demonstration garden at the Ahtanum Youth Activities Park.

LEGAL REVIEW: The City Attorney has reviewed this information.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Memorandum of Agreement; Demonstration Garden

**CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____**

A RESOLUTION authorizing the City Manager to sign a Memorandum of Agreement between the City, Washington State University (WSU) Extension Yakima County and the Master Gardener Foundation of Yakima County for the Demonstration Garden at the Ahtanum Youth Activities Park.

WHEREAS, the City has held an agreement for several years with Washington State University (WSU) Extension Yakima County and the Master Gardener Foundation of Yakima County for the Demonstration Garden; and

WHEREAS, the WSU Extension Yakima County's mission is for the demonstration garden to used for educational purposes; and

WHEREAS, the development and maintenance of a demonstration garden is for the use by park visitors, local community, the WSU Master Gardener training program and the Master Gardener volunteers; and

NOW, THEREFORE, BE IT RESOLVED BY THE UNION GAP CITY COUNCIL as follows:

That the City Manager is authorized to sign a Memorandum of Agreement between the City, Washington State University (WSU) Extension Yakima County and the Master Gardener Foundation of Yakima County for the Demonstration Garden at the Ahtanum Youth Activities Park.

PASSED this 22nd day of January, 2024

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

MEMORANDUM OF AGREEMENT FOR A DEMONSTRATION GARDEN

I. INTRODUCTION

This Memorandum of Agreement (“MOA”) is entered into between Washington State University, an institution of higher education and agency of the state of Washington (“WSU”), by and through its Yakima County Extension Unit (“WSU EXTENSION”), and the City of Union Gap by and through its Parks Department, (“LANDOWNER”). The above entities are individually referred to as a “PARTY” and collectively referred to as the “PARTIES.”

II. PURPOSE

This MOA sets forth the guidelines for the PARTIES’ operation of the Ahtanum Youth Park Demonstration Garden (the “DEMONSTRATION GARDEN”) on property owned by LANDOWNER, as further described in Section V herein.

III. GUIDING PRINCIPLES

All PARTIES agree to follow the concepts and principles set forth in Exhibit A attached hereto and incorporated herein, which were jointly prepared by the WSU Master Gardeners and LANDOWNER.

IV. MISSION

In furtherance of WSU’s educational mission, the DEMONSTRATION GARDEN is intended to:

- a. Demonstrate environmentally sound gardening techniques based on WSU research;
- b. Provide hands-on experience for WSU Master Gardener volunteers;
- c. Educate the public, including youth, in science-based horticulture and related topics; and
- d. Provide a focal point for public use and enjoyment of the LANDOWNER’s Ahtanum Youth Park facility.

V. LOCATION

The DEMONSTRATION GARDEN, located on property owned by the LANDOWNER, is approximately 3/4 acre in size and is located on the Southeast portion of the Ahtanum Youth Activities park at 1000 Ahtanum Rd., Yakima, Washington 98903 as indicated in Exhibit B, appended hereto and incorporated herein by reference, (the “PREMISES”). The PARTIES agree that the location and identification specifications for the PREMISES are an accurate identification of the DEMONSTRATION GARDEN.

VI. DURATION AND TERMINATION

This MOA supersedes and replaces the "Memorandum of Agreement Between the City of Union Gap Parks Department Washington State University Extension, Yakima County, and the Master Gardner Foundation of Yakima County for a Demonstration Garden", WSU Contract #16927, executed between the Parties in 2017. This MOA shall take effect when authorized representatives of all PARTIES have signed, and it shall remain in effect until terminated by either PARTY. Either PARTY may terminate this MOA upon not less than ninety (90) days prior written notice to the other PARTY. The PARTIES agree that the DEMONSTRATION GARDEN shall continue to be operated under the terms of this MOA so long as the following basic criteria are met:

- a. The WSU Master Gardener Program and LANDOWNER promote and enact WSU Extension educational goals on the PREMISES;
- b. The WSU Master Gardeners maintain the DEMONSTRATION GARDEN so that it presents a positive public image;
- c. The LANDOWNER continues to own the land; and
- d. No PARTY to this MOA terminates it as provided above.

VII. INDEMNIFICATION AND INSURANCE

- a. The LANDOWNER shall not be liable for any damage or injury of whatever nature to any person or property occurring on the premises as a result of any activities of WSU or WSU EXTENSION, their employees, or volunteers, or their use of the premises pursuant to this Agreement, except as otherwise provided herein.
- b. WSU and WSU EXTENSION shall defend, indemnify and hold harmless the LANDOWNER, its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of the use of the PREMISES or from any activity, work or thing done, permitted, or suffered by WSU or WSU EXTENSION in or about the PREMISES, except only such injury or damage as shall have been occasioned by the sole negligence of the LANDOWNER.

Notwithstanding the foregoing, the extent of the liability WSU and WSU EXTENSION contractually assumes under this Agreement is limited to those risks for which WSU and WSU EXTENSION are covered by the State of Washington Self-Insurance Liability Program (RCW 43, 19.766 et seq.) and the Tort Claims Act (RCW 4.92.060 et seq.). Further, defense, as agreed to herein, will be provided by WSU at the sole discretion of the Office of the Attorney General of the State of Washington, and only as provided by law and as covered by the State of Washington Self-Insurance Liability Program and Tort Claims Act (RCW 4.92 et seq.).

In addition, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the WSU/WSU EXTENSION and the LANDOWNER, its officers, officials, employees, and volunteers, WSU's liability hereunder shall be only to the extent of WSU and WSU EXTENSION's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes WSU and WSU EXTENSION's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

- c. WSU and WSU EXTENSION shall maintain Commercial General Liability Insurance throughout the term of this Agreement. General Liability insurance shall be at least as broad as Insurance Services Office (ISO) occurrence form CG 00 01 covering premises, operations, products-completed operations and contractual liability. The LANDOWNER shall be named as an additional insured on WSU and WSU EXTENSION's General Liability insurance policies using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or an endorsement providing at least as broad coverage. WSU and WSU EXTENSION's General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
- d. The Commercial General Liability Insurance policies shall contain, or be endorsed to contain, that WSU and WSU EXTENSION's insurance coverage shall be primary insurance as respect the LANDOWNER. Any insurance, self-insurance, or self-insured pool coverage maintained by the LANDOWNER shall be excess of WSU and WSU EXTENSION's insurance and shall not contribute with it.
- e. WSU and WSU EXTENSION shall maintain Automobile Liability insurance covering all owned, non-owned, hired, and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. WSU and WSU EXTENSION's Automobile Liability insurance must be written with a minimum combined single limit for bodily injury and property damage of \$1 million (\$1,000,000) per accident.
- f. If WSU or WSU EXTENSION maintains higher insurance limits than the minimums shown above, the LANDOWNER shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by WSU and WSU EXTENSION, irrespective of whether such limits maintained by WSU or WSU EXTENSION are greater than those required by this Agreement or whether any certificate of insurance furnished to the LANDOWNER evidences limits of liability lower than those maintained by the WSU or WSU EXTENSION.

VIII. SCHEDULING ISSUES:

- a. WSU EXTENSION shall be given preference in scheduling the Ahtanum Youth Park's Red Barn, in exchange for its commitment to the ongoing maintenance of the DEMONSTRATION GARDEN, as outlined in this MOA.
- b. For the purpose of weekly WSU EXTENSION training meetings, the LANDOWNER shall allow the use of Ahtanum Youth Park's Red Barn, if available, or the Activities Building as an alternate location.
- c. WSU EXTENSION shall conduct the weekly training meetings on weekdays, excluding Fridays and holidays, during the Park's normal business hours (9:00 a.m. through 4:30 p.m. unless otherwise posted).
- d. WSU EXTENSION shall coordinate, through the LANDOWNER, the schedule of dates and times planned for construction of and maintenance to the DEMONSTRATION GARDEN, to avoid conflicts with other scheduled Park activities.
- e. WSU EXTENSION shall leave the building used for training meetings as clean as it was upon arrival, and endeavor to remain willing to move to another building if the Ahtanum Youth Barn and/or the Activities Building are occupied by a paid reservation.
- f. Other organized scheduled events of WSU EXTENSION may be permitted, with approval from the LANDOWNER; an additional agreement may be required to address the specific needs of a program or special event. If such is the case, said agreement shall be executed separately from this MOA, and shall only be binding when signed by the duly authorized representatives of the PARTIES.
- g. WSU EXTENSION shall not have sole, exclusive use of the facilities. The LANDOWNER reserves the right to move any and all events to an alternate location in the event that an unforeseen conflict arises.

IX. AMENDMENTS

This MOA may be amended or supplemented by mutual consent of the PARTIES. Such amendments or supplements shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.

X. PROVISION OF LAND

In further consideration for the services the WSU Master Gardener Program will provide to manage the DEMONSTRATION GARDEN, the LANDOWNER shall provide WSU EXTENSION the use of the PREMISES described in Paragraph V herein for the DEMONSTRATION GARDEN at no cost to WSU. In consideration for the use of the PREMISES, WSU Master Gardener Program shall organize and promote educational use and enjoyment of the DEMONSTRATION GARDEN in the best interests of the general public, and consistent with the LANDOWNER's and WSU's missions.

In addition, WSU and WSU EXTENSION shall list the LANDOWNER as a partner/sponsor on all literature regarding events and programs held within the Ahtanum Youth Activities Park.

XI. PROVISION OF UTILITIES

In further consideration for the services the WSU Master Gardener Program will provide to manage the DEMONSTRATION GARDEN, the LANDOWNER shall provide and pay the cost for a sufficient, year-round supply of water and electricity for the DEMONSTRATION GARDEN. The water and electricity shall use the existing connections to the water and power supplies at the PREMISES. If one or both of those connections must be modified to provide reasonably adequate service to the DEMONSTRATION GARDEN, the cost and plan for such modifications to water or electric lines will be the responsibility of both PARTIES under terms to be negotiated and attached as an amendment to this MOA. The LANDOWNER shall maintain and pay the cost of public road access to the DEMONSTRATION GARDEN and the parking lots currently surrounding it.

XII. RESTROOM FACILITIES

Provision and maintenance of restroom facilities for the volunteers, visitors and others attending or working in the DEMONSTRATION GARDEN will be negotiated between the PARTIES as part of the expansion and development of the public garden site of the DEMONSTRATION GARDEN.

XIII. STRUCTURES

Plans for all new structures and for modification of existing structures on the Premises must be presented to representatives of LANDOWNER for approval. All PARTIES must approve the plan before modification or construction of the structure can commence. For the purpose of this subsection, "structures" shall include signage and gates. The LANDOWNER will install appropriate and clearly visible signage. The final decision on any structural improvements will be made by the PARTIES in a separately negotiated amendment to this MOA as needed, such amendment to include at a minimum the costs to be borne by each PARTY for construction of the improvements and who shall own the improvements.

XIV. MAINTENANCE OF GARDEN

The WSU Master Gardeners will develop and maintain the DEMONSTRATION GARDEN in a manner acceptable to WSU and the LANDOWNER. The LANDOWNER shall provide and pay for all routine maintenance of the PREMISES, such as mowing the turf in and around the DEMONSTRATION GARDEN in accordance with the LANDOWNER's ordinary and usual mowing schedule. The PARTIES agree that before other public service or educational groups may build demonstration sites at the DEMONSTRATION GARDEN, all PARTIES shall review and approve the proposals on a case-by-case basis. The DEMONSTRATION GARDEN shall at all times be maintained in a manner that makes it reasonably safe for the public, visitors, volunteers,

and employees. The PARTIES jointly shall make the final determination of whether the DEMONSTRATION GARDEN is adequately maintained. WSU Master Gardener volunteers shall not utilize or operate any LANDOWNER equipment to care and/or maintain the DEMONSTRATION GARDEN.

XV. INDEPENDENT CAPACITY

The employees or agents of each PARTY who are engaged in the performance of this MOA shall continue to be the employees or agents of that PARTY and shall not be considered for any purpose to be employees or agents of the other PARTY.

XVI. EMPLOYEE AND VOLUNTEER REQUIREMENTS

- a. All volunteers registered with the WSU EXTENSION are required to have a valid driver's license and automobile insurance. No volunteers will be driving LANDOWNER vehicles or equipment.
- b. All vehicles driven onto the PREMISES or adjacent park property by employees or volunteers of WSU or WSU EXTENSION shall have valid automobile liability insurance coverage in at least the amounts required under State law.
- c. All prospective employees and volunteers that will access the PREMISES shall be subject to a criminal background check pursuant to applicable law and in conformance with the Child and Adult Abuse Information Act (CAAIA). No prospective employee, agent, or volunteer who will or may have regularly scheduled unsupervised access to children under sixteen years of age, developmentally disabled persons, or vulnerable adults during the course of his or her involvement with the DEMONSTRATION GARDEN and who has been convicted of a crime against children or other persons as defined by RCW 43.43.830(7) shall assist or participate in any manner with work in the DEMONSTRATION GARDEN.

XVII. DISPUTES

Disputes regarding the development and/or maintenance of the DEMONSTRATION GARDEN under this MOA shall be brought to the attention of the City of Union Gap for the LANDOWNER, the WSU Extension Director and/or Master Gardener Coordinator, and WSU EXTENSION's representative designated for this purpose for resolution. Failure to reach a resolution within thirty (30) days shall require the PARTIES to seek mediation. Failure of mediation within sixty (60) days thereafter shall automatically terminate this MOA.

XVIII. JURISDICTION AND VENUE

Jurisdiction and venue for any action relating to the interpretation, enforcement, or any dispute arising from this Agreement shall be in Yakima County Superior Court. This Agreement shall be construed in accordance with the laws of the State of Washington.

XIX. RECORDS MAINTENANCE

The PARTIES to this MOA shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by any PARTY in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of all PARTIES, other personnel duly authorized by any of the PARTIES, the Office of the State Auditor, and federal officials so authorized by law. All records relevant to this MOA shall be retained for six (6) years after expiration and all PARTIES mentioned above shall have full access and the right to examine any of these materials during this period.

XX. COMPLIANCE WITH LAWS

All PARTIES shall comply with all federal, state and local laws, rules, and regulations in carrying out this MOA. All PARTIES agree that there will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability.

XXI. AGREEMENT APPROVAL

Each PARTY represents and warrants that all necessary approvals for this MOA have been obtained and the persons whose signatures appear below have the authority necessary to execute this MOA on behalf of the PARTIES indicated.

APPROVED:

WASHINGTON STATE UNIVERSITY

LANDOWNER

Jennifer Marquis Date

Sharon Bounds Date
City Manager

Shawna Thompson Date
Manager, WSU Real Estate & Bus Ops

EXHIBIT A

WSU EXTENSION RESPONSIBILITIES

1. The WSU EXTENSION shall operate and maintain the DEMONSTRATION GARDEN in a professional, safe manner consistent with WSU and LANDOWNER's Policies and requirements, following sound gardening practices as recommended by the WSU Master Gardener Program and WSU EXTENSION.
2. The WSU EXTENSION is responsible for all pesticide applications for insect, plant disease, and weed management in the Garden, not including open turf areas that are not part of a garden demonstration. Herbicides, pesticides, and other hazardous materials kept onsite shall be inventoried and maintained in accordance with all federal, state, and local laws, regulations, statutes and/or ordinances.
3. The WSU EXTENSION understands that the DEMONSTRATION GARDEN is open to the public and subject to the LANDOWNER's rules and regulations.
4. The MGF or WSU EXTENSION will not erect, construct, remove or remodel any structure, major feature, or building in the Garden without first having the program of construction, removal or remodel, including plans and specifications, approved by the LANDOWNER and the PARTIES as set forth in Section XIII of this MOA.
5. WSU and the WSU EXTENSION shall not sell or permit to be sold, distributed, used or brought upon said premises any alcohol or intoxicating substances, shall not permit improper or immoral conduct on the part of its officers or members, and shall not permit hawking or other noise or disturbance designed to attract attention or to solicit trade.
6. WSU provides Labor & Industries insurance for all active, certified WSU Master Gardener volunteers working in the DEMONSTRATION GARDEN. The WSU EXTENSION will ensure individual WSU Master Gardener volunteers working in the DEMONSTRATION GARDEN report their volunteer service hours on a monthly basis using the on-line volunteer service reporting.
7. The WSU EXTENSION will report to the LANDOWNER on a yearly basis the total number of hours of volunteer service served by non-WSU Master Gardener volunteers working in the DEMONSTRATION GARDEN. The WSU EXTENSION shall keep records of the names of the volunteers, the dates they served, and the number of hours served by each for six years.
8. The WSU EXTENSION will report any accidents in the DEMONSTRATION GARDEN that result in injury to non-WSU volunteers, WSU Extension Master Gardener volunteers, or members of the public participating in WSU or WSU Extension sponsored events or visiting the DEMONSTRATION GARDEN to both the LANDOWNER and WSU within 24 hours of the accident using the reporting forms required by each entity.

9. The WSU EXTENSION will provide reasonable access to all persons through the DEMONSTRATION GARDEN.
10. WSU and the WSU Extension waives any claim against the City for any losses suffered or allegedly suffered due to the closure of the park for any reason.

LANDOWNER RESPONSIBILITIES

1. The LANDOWNER shall provide at no cost to the WSU EXTENSION, the right to use the grounds located in Ahtanum Youth Park as shown on Exhibit B (map of the Garden) which is attached hereto and incorporated herein by reference. The WSU and WSU EXTENSION, in return for use of the grounds, agree to promote the educational use and enjoyment of the Garden in a manner that is in the best interests of the general public.
2. The LANDOWNER will provide water for irrigation for the DEMONSTRATION GARDEN and the turf areas within, starting in the springtime when water is available to the Park and ending when the water is shut off for the season. An extension of the irrigation season may be requested by the WSU EXTENSION due to situations such as an abnormally dry fall or winter in order to protect plants and prevent drought damage, or early plantings in the DEMONSTRATION GARDEN. The LANDOWNER will provide support to winterize the irrigation system.
3. The LANDOWNER will keep any fees collected for rental of the park and facilities. LANDOWNER policies and procedures for reserving these facilities will apply.
4. The LANDOWNER will provide and maintain public restroom facilities and drinking fountains at Ahtanum Youth Park for use by people working or visiting the DEMONSTRATION GARDEN.
5. The LANDOWNER will notify the WSU EXTENSION representative in a timely manner of unusual scheduled maintenance and/or construction activities within or nearby the DEMONSTRATION GARDEN that could affect the DEMONSTRATION GARDEN.
6. The LANDOWNER will maintain the turf areas within the Garden to include all mowing, edging, irrigation, fertilization, and pesticide applications.
7. The LANDOWNER will notify the WSU EXTENSION, in advance, if any pesticides will be applied to the turf within the DEMONSTRATION GARDEN or nearby areas.
8. The LANDOWNER will empty on a regular or as needed basis all trash receptacles owned by the LANDOWNER that are located within the DEMONSTRATION GARDEN. The LANDOWNER shall also dispose of routine bagged garden waste when it is deposited in the locations agreed upon in writing.

9. The LANDOWNER will provide timely reviews, comments, and actions on any WSU or WSU EXTENSION funding proposal to erect, construct, remove or remodel any structure, major feature or building in the DEMONSTRATION GARDEN.

10. The LANDOWNER, as available and within existing LANDOWNER resources, will provide technical advice and assistance, equipment, materials, and support from their staff to help WSU EXTENSION with any major projects to improve or redevelop the DEMONSTRATION GARDEN.

EXHIBIT B

Map showing the area of DEMONSTRATION GARDEN at the Ahtanum Youth Activities Park at 1000 Ahtanum Rd.; Yakima, Washington 98903





City Council Communication

Meeting Date: January 22, 2024
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – Amending Section 12.04.100 “Payment” and Section 12.04.110 “Penalty charge for late payments” of Chapter 12.04 “Water Rates and Regulations” of the Union Gap Municipal Code.

SYNOPSIS: an Ordinance amending Section 12.04.100 “Payment” and Section 12.04.110 “Penalty charge for late payments” of UGMC Chapter 12.04 – “Water Rates and Regulations” of the Union Gap Municipal Code. *This imposes a \$10 penalty fee if a utility bill is not paid by the 15th of each month and moves to a monthly due date rather than a bi-monthly due date.*

RECOMMENDATION: Adopt the Ordinance.

LEGAL REVIEW: City Attorney has reviewed this ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: City Council held a Budget Retreat in March of 2023. Cost saving measures, new revenues and comparative fees for the city services were presented. Discussion was also held about utility billing process and timeframes, etc.

This ordinance does the following:

- *Imposes a \$10 penalty fee if a utility bill is not paid by the 15th of each month.*
- *Makes the payment for bills due each month instead of bi-monthly.*
 - *This will be more time efficient for staff in tracking who has/hasn't paid.*
 - *Less utility debt is carried by the residents and the city.*

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE AMENDING UNION GAP MUNICIPAL CODE SECTION 12.04.100 “PAYMENT” AND SECTION 12.04.110 “PENALTY CHARGE FOR LATE PAYMENT” OF CHAPTER 12.04 WATER RATES AND REGULATIONS.

WHEREAS, City Council of the City of Union Gap held a Budget Retreat during 2023. Cost saving measures, new revenues and comparative fees for city services were presented. Discussion was held about utility billing process and timeframes, etc.; and,

WHEREAS, the City Council has determined it is in the best interest of the city to make minor changes to the Union Gap Municipal code relating to utility billing process and timeframes. Discussions have been held and it has been determined that the due date for utility bills should be changed to the fifteenth (15th) of the month.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP DOES ORDAIN as follows:

Section 1. CHAPTER 12.04 WATER RATES AND REGULATIONS.

Section 12.04.100 “Payment” is amended as follows:

The charges and rates in this chapter shall be paid by the fifteenth (15th) day of the month following the month of billing, to the city treasurer, who is authorized and empowered to collect and receipt for such payments.

Section 12.04.110 “Penalty charge for late payment” is amended as follows:

Section 12.04.110 “Penalty charges, disconnections and re-connections provision.

(a) A penalty of \$10 shall be charged on bills that have not been paid by the fifteenth (15th) of the month. A penalty notice will be mailed out to the address on file, and to the owner of the property if applicable, and will also serve as a ten (10) days’ notice that the account is delinquent and will be disconnected if not paid. Failure to receive a billing statement does not relieve the utility account from receiving charges or penalties. In addition to other lawful remedies to the city with regard to the collection of delinquent water charges, the city is authorized to discontinue delivery of water to any residence when the occupant thereof has failed to pay the delinquent charges within ten (10) days after the charges become delinquent. Water charges are deemed to be delinquent if not received by the city by 5:00 p.m. on the fifteenth (15th) day of the month following the month of billing. If the date of disconnection falls on a Friday, weekend or holiday, disconnection will take place on the next regular business day. In the event the city discontinues water service and delivery to a residence, then delivery of water shall not be commenced until full payment of

the entire account balance, including reconnection charges and penalties thereof, is made. Charges for re-connection shall be \$40.00.

(b) Prior to cut off of service the person or persons owning and/or using the water service subject to cut off may request an additional ten-day extension or grace period. The ten-day grace period will stay the action to cut off services for an additional ten (10) days beyond the cutoff date specified in subsection (a) above. The city treasurer shall provide for the grace period when requested. The extension or grace period provided for in this subsection is only available twice in a calendar year. No additional grace periods are available. During the ten-day grace period the entire account balance must be paid. Where a person or persons owning and/or using the water service subject to cut off requests an extension and does not pay the entire account balance, including any reconnection charge, in full during the grace period, the water service will be discontinued and a \$40.00 re-connection charge will be assessed. Additionally, that person will be unable to request any further extensions under this subsection until the next calendar year.

(c) Water service shall not be cut off and discontinued under the provisions of this section where the delinquent amount is ten dollars (\$10.00) or less.

Section 2. Severability. If any provision of this Ordinance or its' application to any person or circumstances is held to be invalid, the remainder of this Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Effective Date. This ordinance shall take effect on January 1, 2024. It will be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ORDAINED this 22nd day of January, 2024.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



City Council Communication

Meeting Date: January 22, 2024

From: Sharon Bounds, City Manager

Topic / Issue: Resolution – Appointing Elected Official as the Designated Liaison to the Yakima Basin Fish & Wildlife Recovery Board

SYNOPSIS: There is an opportunity for the City of Union Gap to designate a Liaison to the Yakima Basin Fish & Wildlife Recovery Board.

RECOMMENDATION: Approve a Resolution designating a Liaison to the Yakima Basin Fish & Wildlife Recovery Board.

LEGAL REVIEW: Reviewed by the City Attorney

FINANCIAL REVIEW: There is no financial impact.

BACKGROUND INFORMATION: This was discussed at the January 16, 2024 study session.

ADDITIONAL OPTIONS:

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** appointing Council Member Julie Schilling to serve as the Designated Liaison to the Yakima Basin Fish & Wildlife Recovery Board.

WHEREAS, there is an opportunity for the City of Union Gap to designate a Liaison to the Yakima Basin Fish & Wildlife Recovery Board; and

WHEREAS, Council Member Julie Schilling has shown interest in serving on this board; and

WHEREAS, the Council wishes to appoint Julie Schilling as the Designated Liaison to the Yakima Basin Fish & Wildlife Recovery Board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:

The Council hereby appoints Council Member Julie Schilling, to serve as the City of Union Gap's Designated Liaison for the Yakima Basin Fish & Wildlife Recovery Board.

PASSED this 22nd day of January, 2024.

John Hodkinson, City Mayor

ATTEST:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
January 8, 2024, Regular Meeting
MINUTES

<u>Call to Order</u>	Mayor Hodkinson called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Sewell, Wentz, Galloway, Schilling, and Dailey were present.
<u>Staff Present</u>	City Manager Bounds, City Attorney Foltz, Police Chief Cobb, Fire Chief Markham, Public Works and Community Director Henne, Civil Engineer Dominguez, and Finance & Administration Director Clifton were present.
<u>Audience Present</u>	See attached list.
<u>Pledge of Allegiance</u>	Mayor Hodkinson led the pledge of allegiance.
<u>Swearing in of New and Re-elected Council Members</u>	Finance & Administration Director Clifton swore in newly elected Council Members Julie Schilling and Jack Galloway. Georgia Reitmire rescinded her seat. Applications will be accepted for her position.
<u>Selection of Mayor</u>	Motion by Council Member Wentz, second by Council Member Galloway to appoint Council Member Hodkinson as Mayor. Motion carried unanimously.
<u>Selection of Deputy Mayor</u>	Motion by Council Member Hodkinson, second by Council Member Galloway to appoint Council Member Wentz as Deputy Mayor. Council Member Schilling nominated Council Member Dailey. With no second, the motion fails. Voting on the first motion – Ayes – Sewell, Wentz, Galloway, Dailey and Hodkinson. Nays – Schilling. Motion passes.
<u>Consent Agenda</u>	Motion by Council Member Wentz, second by Council Member Galloway to approve the consent agenda as follows: Regular Council Meeting Minutes, dated December 11, 2023, as attached to the Agenda and maintained in electronic format.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – January 8, 2024

Payroll Vouchers – EFT’s, and Voucher No’s 41654 and 107678 through 107684 for the month of December 2023, in the amount of \$498,839.65.

Claims Vouchers – EFT’s, and Voucher No. 107606 through 107676 for December 26, 2023, in the amount of \$1,623,702.89.

Claims Vouchers – EFT’s, and Voucher No. 107677 and 107685 through 107754 for December 31, 2023, in the amount of \$941,336.03.

Voting on the motion – Ayes – Sewell, Wentz, Galloway, Dailey and Hodkinson. Nays – Schilling. Motion passes.

General Items

City Council

Resolution No. – 24-1 –
Appointment of Council
Committee Co-Chairs

Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 24-1 – appointing co-chairs for the Public Works & Community Development, Public Safety and Finance & Administration committees. Public Works & Community Development Committee – Council Members Wentz and Galloway; Public Safety Committee – Council Members Dailey and Sewell; Finance & Administration Committee – Council Members Wentz and Schilling. Motion carried.

Resolution No. – 24-2 –
Appointing Elected Officials to
the Yakima Greenway Master
Planning Committee;
Designated Liaison to the
Yakima Basin Fish & Wildlife
Board; Lodging Tax Advisory
Committee; and Yakima Valley
Tourism Board

Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 24-2 – appointing Council Member Dailey to serve on the Yakima Greenway Master Planning Committee; No one to serve as the Designated Liaison to the Yakima Basin Fish & Wildlife Recovery Board; Mayor Hodkinson to serve on the Lodging Tax Advisory Committee; and Council Member Wentz to serve on the Yakima Valley Tourism Board.

Voting on the motion – Ayes – Sewell, Wentz, Galloway, Dailey and Hodkinson. Nays – Schilling. Motion passes.

Resolution No. – 24-3 –
Appointing YVCOG General
Membership Members and
Alternate

Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 24-3 – appointing Council Member Galloway, to serve on Yakima Valley Conference of Governments (YVCOG) as the City of Union Gap’s voting representative elected official and appointing Council Member

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – January 8, 2024

Schilling, as an alternate and Jeff Shoemaker as the one Planning Commission Member. Motion carried unanimously.

Public Works & Community Development

Resolution No. – 24-4 –
Declare Project Complete and
Approve Acceptance – Storm
Drainage Improvements Project
– HLA 18156

Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 24-4 – authorizing final acceptance and authorizing close-out to the City’s contract agreement related to the Storm Drainage Improvements Project. Motion carried unanimously.

Resolution No. – 24-5 – HLA
Task Order 2023-01 – Rudkin
Road Storm Drainage
Improvements – Professional
Engineering & Surveying
Services

Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 24-5 – authorizing the City Manager to sign Task Order No. 2023-01 with HLA Engineering and Land Surveying, Inc. as it relates to services for the Rudkin Road Storm Drainage Improvements project. Motion carried unanimously.

Resolution No. – 24-6 – Set
Public Hearing; Franz Bakery
Vacation of Public Utility
Easement Request, parcel
numbers 191206-314127 &
191206-31428

Motion by Council Member Wentz, second by Council Member Sewell to approve Resolution No. – 24-6 - setting a public hearing to receive public testimony on the proposed Franz Bakery Vacation of Public Utility Easement request. Motion carried unanimously.

Resolution No. – 24-7 –
Appoint TRANS-Action
Voting Delegate and Alternates

Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 24-7 – appointing Public Works & Community Development Director Henne, to serve on TRANS-Action as the City of Union Gap’s voting delegate and appointing Council Member Dailey, to serve as an alternate. Motion carried unanimously.

Police

Resolution No. – 24-8 –
Yakima Valley Local Crime
Lab – Professional Services
Agreement Amendment No. 1

Motion by Council Member Dailey, second by Council Member Schilling to approve Resolution No. – 24-8 – authorizing the City Manager to sign the amended professional services agreement with YVCOG for crime lab services through the YVLVL. Motion carried unanimously.

Committee Reports

Mayor Hodkinson is serving on the YCDA; Sports Commission; and Drive/TRANS Action Boards.

Mayor Hodkinson reported that he would be attending a Housing

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – January 8, 2024

coalition meeting on Tuesday.

Items from the Audience

Darrel Hunter addressed the Council to inform them that he is interested in the use of Fullbright park for midget car racing which would include a paved track.

Don Evans with the Central WA Ag Museum addressed the Council in regards to the Old Town Days event, and that they are looking for volunteers to help. There will be a meeting January 25, 2024 at 6:00 p.m.

City Manager Report

City Manager Bounds gave Kudo's to the Police department for handing out 100 food boxes to low income residents for the Holiday's; gave an update on the cost of the Civic Campus flood damage repairs being at \$40,000 to \$50,000, with a \$5,000 deductible; food had been collected for the food bank; gave a summary of 2023 highlights, plans for 2024, and that there will be another budget retreat with Yakima Valley Conference of Governments (YVCOG)

Communications/Questions/Comments

Notice of 2024 Meeting Dates

Development of next Agenda

Tour of Library & Community Center

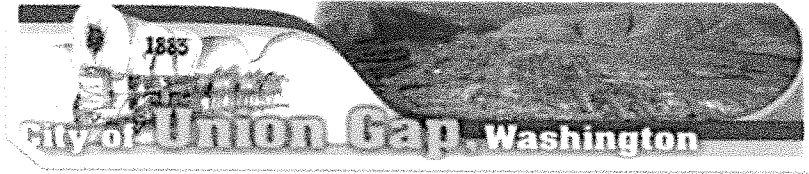
Adjournment of Meeting

Mayor Hodkinson adjourned the regular meeting at 6:54 p.m.

ATTEST:

Sharon Bounds, City Manager

Karen Clifton, City Clerk



City Council Communication

Meeting Date: January 22, 2024
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – December 31, 2023

SYNOPSIS: Claim Vouchers Dated December 31, 2023

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 107768 through 107811 in the amount of \$671,375.09.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Register
2. Detailed Claim Voucher Register

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 13:11:14 Date: 01/18/2024

01/01/2023 To: 12/31/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
8018	12/31/2023	Claims	2		EFT US BANK - CHECKING	30.00	INV. MAINT. FEE - 12/2023
8020	12/31/2023	Claims	2		EFT WA STATE DEPT OF REVENUE	16,170.14	EXCISE TAX - 12/2023
8024	12/04/2023	Claims	2		EFT PATHPOINT MERCHANT SERVICES LLC	2.50	ONLINE PAYMENTS FEE - 11/2023
8025	12/31/2023	Claims	2		EFT CENTURY LINK	612.94	CIVIC CENTER TRUNK SVC - 12/2023
8026	12/31/2023	Claims	2		EFT SPECTRUM ENTERPRISE	132.21	CIVIC CENTER TV SVC - 12/2023
8027	12/31/2023	Claims	2		EFT US BANK CARDMEMBER SVC	2,791.92	TRAINING ASSESSMENT - 11/05/2023 - E. WENATCHEE, WA - H. RIVERA; ZINC PLATED INTERIOR WOOD SCREWS & POWER PRO EPOXY ONE EXTERIOR WOOD SCREWS; STREET SURVIVAL SEMINAR REGISTRATION - 03/14-15/2024 - POR
8028	12/31/2023	Claims	2	107768	AT&T MOBILITY	270.66	PD MODEMS - 12/2023
8029	12/31/2023	Claims	2	107769	BORARCHITECTURE, PLLC	5,137.30	ARCHITECTURAL SVCS - LIBRARY/COMMUNITY CENTER - 12/2023
8030	12/31/2023	Claims	2	107770	CASCADE NATURAL GAS CORP	2,638.47	FIRE DEPT - 12/2023 & PD ANNEX BLDG - 12/2023; 4401 1/2 MAIN STREET & 4401 MAIN STREET #2 - 12/2023; CIVIC CAMPUS - 12/31/2023; LIBRARY & COMMUNITY CENTER - 12/31/2023
8031	12/31/2023	Claims	2	107771	CENTRAL WA AG MUSEUM	3,500.00	GENERAL MGR SVC - 12/2023 - P. STRATER & D. EVANS
8032	12/31/2023	Claims	2	107772	CITY OF YAKIMA	70,434.93	WHOLESALE SEWER 3 PARTY AGREEMENT - 12/2023
8033	12/31/2023	Claims	2	107773	CLASSIC CAR WASH	41.25	PD CAR WASHES - 12/2023
8034	12/31/2023	Claims	2	107774	CLIFF'S SEPTIC SERVICE	350.00	RENTM-HANDICAP - AHTANUM YOUTH PARK & FULLBRIGHT PARK - 12/2023
8035	12/31/2023	Claims	2	107775	COMMERCIAL TIRE - PD	679.75	NEW TIRES - VEH #26
8036	12/31/2023	Claims	2	107776	CONCORD CONSTRUCTION, INC.	164,897.03	LIBRARY & COMMUNITY CENTER PROJECT - APPLICATION #2302-09 THRU 12/31/2023
8037	12/31/2023	Claims	2	107777	CONCRETE SPECIAL TIES, INC.	351.64	CONCRET MIX; CONCRETE MIX; QUICK SET 20; WET/DRY CONCRETE DIAMOND BLADES, SIMPSON 3G EPOXY, TRU-CUT SDS & TIE DOWN RATCHET STRAPS
8038	12/31/2023	Claims	2	107778	COPIERS NORTHWEST	547.73	PD COPIER LEASE - 12/2023
8039	12/31/2023	Claims	2	107779	CURTIS BLUE LINE	147.48	POLY/WOOL LONG SLEEVE SHIRT & SEW EMBLEM - S. SNYDER; NAME BAR - S. SNYDER
8040	12/31/2023	Claims	2	107780	D & G CLEANING,LLC	5,326.00	CIVIC CENTER CLEANING SERVICE - 12/2023; ACTIVITIES BLDG/YOUTH BARN CLEANING SERVICE - 12/2023
8041	12/31/2023	Claims	2	107781	GRANT J HUNT COMPANY	4,000.00	DESIGN & MARKETING - 12/2023
8042	12/31/2023	Claims	2	107782	HLA ENGINEERING & LAND SURVEYING INC	26,372.90	PROFESSIONAL ENGINEER SERVICES - 12/2023
8043	12/31/2023	Claims	2	107783	JUB ENGINEERS INC	98,431.92	REGIONAL BELTWAY CONNECTOR - PROJECT #07-23-041 - 10/29/2023-12/02/2023

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 13:11:14 Date: 01/18/2024

01/01/2023 To: 12/31/2023

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
8044	12/31/2023	Claims	2	107784	KAPCO, LLC	20.00	LATE FEES - 11/2023 & 12/2023 DUE 11/27/2023 CK #107491 NOT BEING RECEIVED BY VENDOR
8045	12/31/2023	Claims	2	107785	LOWES COMPANY INC	11.18	3/4" X 1 1/2" GALVANIZED PIPE
8046	12/31/2023	Claims	2	107786	PACIFIC POWER	23,877.30	WELLS - 12/2023 & AREA LIGHTS - 12/2023; TRAFFIC LIGHTS - 12/2023 & STREET LIGHTS/BOOSTER PUMPS - 12/2023
8047	12/31/2023	Claims	2	107787	PEOPLE FOR PEOPLE	2,300.00	SENIOR NUTRITION TEMPORARY SITE MANAGER - 12/2023
8048	12/31/2023	Claims	2	107788	PETTY CASH (CK ACCT)	2,596.70	REIMBURSE CHECK #'S 1929, 1930 & 1931
8049	12/31/2023	Claims	2	107789	PREMIER POWER SPORTS	1.00	BILLING STATEMENT SERVICE FEE - 12/31/2023
8050	12/31/2023	Claims	2	107790	DON C. SMITH	520.00	LEOFF 1 RETIREE - MASSAGE THERAPY - 11/14/2023, 11/16/2023, 12/12/2023 & 12/14/2023
8051	12/31/2023	Claims	2	107791	SOZO SPORTS OF CENTRAL WA	25,000.00	LTAC REIMBURSEMENT FOR 2023
8052	12/31/2023	Claims	2	107792	STRIPE RITE INC	346.56	16"X16" .080 ALUMINUM FLUORESCENT ORANGE DG DIAMOND PLACARDS
8053	12/31/2023	Claims	2	107793	THE HEALTHY WORKER	120.00	D.O.T. PHYSICAL EXAMINATION 12/27/2023 - B. CORT
8054	12/31/2023	Claims	2	107794	TOTAL SITE SERVICES, LLC	19,975.50	STORM DRAINAGE IMPROVEMENTS - PROG EST NO. 09 & FINAL - HLA PROJECT #18156C
8055	12/31/2023	Claims	2	107795	U.S. CELLULAR	849.81	PD PHONE SERVICE - 12/2023
8056	12/31/2023	Claims	2	107796	UPS	78.34	PD SHIPPING - 12/2023
8057	12/31/2023	Claims	2	107797	VALLEY MALL, LLC	5,000.00	LTAC REIMBURSEMENT FOR 2023 VALLEY MALL WINTER WONDERLAND EVENT ADVERTISING
8058	12/31/2023	Claims	2	107798	WA STATE TREASURER	23,665.16	CJRS - 11/2023; CJRS - 12/2023
8059	12/31/2023	Claims	2	107799	YAKIMA CO AUDITOR	16,277.31	2023 ELECTION COSTS
8060	12/31/2023	Claims	2	107800	YAKIMA CO DEPT OF CORRECTIONS	40,934.21	INMATE HOUSING & MEDICAL - 12/2023
8061	12/31/2023	Claims	2	107801	YAKIMA CO DISTRICT COURT	1,697.50	YAKIMA CO DISTRICT COURT PROBATION SERVICES - 4TH QTR 2023
8062	12/31/2023	Claims	2	107802	YAKIMA CO DISTRICT COURT	76,896.00	YAKIMA CO DISTRICT COURT MUNICIPAL COURT OPERATIONS - 4TH QTR 2023
8063	12/31/2023	Claims	2	107803	YAKIMA CO PUBLIC SERVICES	3,442.30	FIRE PLAN REVIEWS - 4TH QTR 2023
8064	12/31/2023	Claims	2	107804	YAKIMA CO PUBLIC SERVICES	97.44	2023 GRAVEL ROAD SURFACE STABILIZATION
8065	12/31/2023	Claims	2	107805	YAKIMA CO PUBLIC SERVICES	1,365.00	YAKIMA REGIONAL LOCAL GOV STORMWATER PROJECT - BILL #49 07/01/2023-12/31/2023
8066	12/31/2023	Claims	2	107806	YAKIMA CO TREAS PROSECUTING	327.01	CVC - 11/2023; CVC - 12/2023
8067	12/31/2023	Claims	2	107807	YAKIMA COOPERATIVE ASSN	1,400.93	BULK PROPANE - YOUTH BARN 273.1000 GALLONS & ACTIVITIES BLDG 361.9000 GALLONS
8068	12/31/2023	Claims	2	107808	YAKIMA VALLEY CONFERENCE	4,558.00	LAND USE PLANNING & GIS/MAPPING SERVICES -

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8069	12/31/2023	Claims	2	107809	YAKIMA VALLEY SPORTS COMMISSION	15,000.00	SPORTS COMMISSION ADVERTISING, DESIGN, SUPPLIES & WIAA ANNUAL FEE
8070	12/31/2023	Claims	2	107810	YAKIMA VALLEY TOURISM	1,200.00	GREENWAY/RIDGE PHOTO SHOOTS & GIFT CARD FOR UG SCENIC WA SWEEPSTAKES WINNER
8071	12/31/2023	Claims	2	107811	YAKIMA WASTE SYSTEMS INC	951.07	WASTE SERVICE - 12/2023

001 Current Expense Fund	161,160.80	
101 Street Fund	19,043.65	
107 Convention Center Reserve Fund	36,575.00	
108 Tourism Promotion Area Fund	17,125.00	
111 Library & Community Center Fund	170,034.33	
128 Transit System Fund	55.78	
130 Community Policing Fund	3,749.70	
304 VMB Improvement Fund	2,314.92	
305 Regional Beltway Connector Fund	98,431.92	
401 Water Fund	20,938.94	
402 Garbage Fund	10,456.12	
403 Sewer Fund	73,479.13	
404 Water Improvement Reserve	392.13	
405 Sewer Improvement Reserve	33,625.50	
630 General State/County-Shared Rev Fund	564.00	
633 Crime Victims Comp Cnty Share	327.01	
640 Court Revenue Fund	23,101.16	
	671,375.09	Claims: 671,375.09

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8018	12/31/2023	Claims	2	EFT	US BANK - CHECKING	30.00	INV. MAINT. FEE - 12/2023
			001 - 514 23 49 00 - MISCELLANEOUS			30.00	
8020	12/31/2023	Claims	2	EFT	WA STATE DEPT OF REVENUE	16,170.14	EXCISE TAX - 12/2023
			001 - 511 60 49 10 - EXTERNAL TAXES			56.13	
			001 - 524 20 49 01 - EXTERNAL TAXES-BUILDING			88.10	
			401 - 534 50 49 01 - EXTERNAL TAXES			5,770.37	
			404 - 534 50 49 04 - EXTERNAL TAXES			392.13	
			403 - 535 50 49 02 - EXTERNAL TAXES			1,101.13	
			402 - 537 50 49 01 - EXTERNAL TAXES			8,531.21	
			101 - 542 50 49 01 - EXTERNAL TAXES			60.57	
			001 - 554 30 31 00 - SUPPLIES - ANIMAL CONTROL			5.83	
			001 - 576 80 31 00 - SUPPLIES			82.00	
			001 - 576 80 49 02 - EXTERNAL TAXES			82.67	
8024	12/04/2023	Claims	2	EFT	PATHPOINT MERCHANT SERVICES LLC	2.50	ONLINE PAYMENTS FEE - 11/2023
			401 - 534 50 49 00 - MISCELLANEOUS			0.83	
			403 - 535 50 49 00 - MISCELLANEOUS			0.83	
			402 - 537 50 49 00 - MISCELLANEOUS			0.84	
8025	12/31/2023	Claims	2	EFT	CENTURY LINK	612.94	CIVIC CENTER TRUNK SVC - 12/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			30.90	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			43.10	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			38.75	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			18.75	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			392.41	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			19.79	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			17.95	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			13.03	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			1.37	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			2.47	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			6.59	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN:			5.52	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLAN:			17.17	
			001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK			5.14	
8026	12/31/2023	Claims	2	EFT	SPECTRUM ENTERPRISE	132.21	CIVIC CENTER TV SVC - 12/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			6.66	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			9.30	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			8.36	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			4.04	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			84.64	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			4.27	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			3.87	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			2.83	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			0.29	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			0.53	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			1.42	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN:			1.19	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLAN:			3.70	
			001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK			1.11	
8027	12/31/2023	Claims	2	EFT	US BANK CARDMEMBER SVC	2,791.92	TRAINING ASSESSMENT - 11/05/2023 - E. WENATCHEE, WA - H. RIVERA; ZINC PLATED INTERIOR WOOD SCREWS & POWER PRO EPOXY ONE EXTERIOR WOOD SCREWS; STREET SURVIVAL SEMINAR REGISTRATION - 03/14-15/2024 - POR
			001 - 511 60 49 00 - MISCELLANEOUS			8.91	
			001 - 513 10 31 00 - SUPPLIES			291.30	
			001 - 513 10 31 00 - SUPPLIES			8.11	
			001 - 514 23 31 00 - SUPPLIES			8.11	

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			001 - 514 30 31 00		SUPPLIES	8.11	
			001 - 517 91 31 00		SUPPLIES	359.57	
			001 - 521 10 21 00		PD ADMIN UNIFORMS & EQUIP	91.95	
			001 - 521 21 31 00		INVESTIGATION SUPPLIES	65.08	
			001 - 521 21 31 00		INVESTIGATION SUPPLIES	-23.24	
			001 - 521 21 31 00		INVESTIGATION SUPPLIES	-23.20	
			001 - 521 22 31 00		PATROL SUPPLIES	65.08	
			001 - 521 22 31 00		PATROL SUPPLIES	10.59	
			001 - 521 22 31 00		PATROL SUPPLIES	-23.25	
			001 - 521 22 31 00		PATROL SUPPLIES	-23.21	
			001 - 521 22 49 00		PATROL MISCELLANEOUS	17.52	
			130 - 521 30 31 31		COLD WEATHER DONATION	1,153.00	
			001 - 521 40 43 00		PD TRAINING TRAVEL	22.78	
			001 - 521 40 49 00		PD TRAINING MISCELLANEOUS	279.00	
			001 - 521 40 49 00		PD TRAINING MISCELLANEOUS	-395.00	
			001 - 521 50 31 00		PD FACILITIES SUPPLIES	11.87	
			001 - 522 50 35 00		FD FACILITIES - SMALL TOOLS &	18.37	
			001 - 524 20 31 00		SUPPLIES-BUILDING	8.11	
			001 - 524 20 31 00		SUPPLIES-BUILDING	5.04	
			001 - 524 20 31 00		SUPPLIES-BUILDING	22.99	
			001 - 524 20 31 00		SUPPLIES-BUILDING	11.60	
			001 - 524 20 31 00		SUPPLIES-BUILDING	15.45	
			403 - 531 30 31 00		STORMWATER - SUPPLIES	11.36	
			401 - 534 50 31 00		SUPPLIES	12.98	
			401 - 534 50 31 00		SUPPLIES	14.68	
			401 - 534 50 31 00		SUPPLIES	8.11	
			401 - 534 50 31 00		SUPPLIES	5.04	
			401 - 534 50 31 00		SUPPLIES	22.99	
			401 - 534 50 31 00		SUPPLIES	15.45	
			401 - 534 50 31 00		SUPPLIES	25.09	
			401 - 534 50 31 00		SUPPLIES	3.89	
			401 - 534 50 49 00		MISCELLANEOUS	12.80	
			401 - 534 50 49 00		MISCELLANEOUS	59.00	
			401 - 534 50 49 00		MISCELLANEOUS	210.00	
			403 - 535 50 31 00		SUPPLIES	12.98	
			403 - 535 50 31 00		SUPPLIES	14.68	
			403 - 535 50 31 00		SUPPLIES	8.11	
			403 - 535 50 31 00		SUPPLIES	5.04	
			403 - 535 50 31 00		SUPPLIES	22.99	
			403 - 535 50 31 00		SUPPLIES	15.45	
			403 - 535 50 31 00		SUPPLIES	25.09	
			403 - 535 50 31 00		SUPPLIES	3.89	
			403 - 535 50 49 00		MISCELLANEOUS	12.80	
			402 - 537 50 31 00		SUPPLIES	12.98	
			402 - 537 50 31 00		SUPPLIES	14.69	
			402 - 537 50 31 00		SUPPLIES	8.11	
			402 - 537 50 31 00		SUPPLIES	5.04	
			402 - 537 50 31 00		SUPPLIES	15.45	
			402 - 537 50 31 00		SUPPLIES	3.89	
			402 - 537 50 49 00		MISCELLANEOUS	12.80	
			101 - 542 30 31 00		SUPPLIES	8.11	
			101 - 542 30 31 00		SUPPLIES	5.04	
			101 - 542 30 31 00		SUPPLIES	22.99	
			101 - 542 30 31 00		SUPPLIES	15.45	
			101 - 542 30 31 00		SUPPLIES	3.89	
			101 - 542 30 49 00		MISCELLANEOUS	12.80	
			001 - 558 60 31 00		SUPPLIES	8.11	
			001 - 558 60 31 00		SUPPLIES	5.03	
			001 - 558 60 31 00		SUPPLIES	22.99	
			001 - 558 60 31 00		SUPPLIES	11.59	
			001 - 558 60 31 00		SUPPLIES	15.46	
			001 - 576 80 31 00		SUPPLIES	8.15	
			001 - 576 80 31 00		SUPPLIES	5.04	
			001 - 576 80 31 00		SUPPLIES	15.45	

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			001 - 576 80 31 00 - SUPPLIES			25.09	
			001 - 576 80 31 00 - SUPPLIES			3.91	
			001 - 576 80 49 00 - MISCELLANEOUS			12.80	
8028	12/31/2023	Claims	2	107768	AT&T MOBILITY	270.66	PD MODEMS - 12/2023
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			270.66	
8029	12/31/2023	Claims	2	107769	BORARCHITECTURE, PLLC	5,137.30	ARCHITECTURAL SVCS - LIBRARY/COMMUNITY CENTER - 12/2023
			111 - 594 72 60 43 - COMMERCE -LIBRARY/COMM C			2,465.90	
			111 - 594 72 60 50 - YAK COUNTY ARPA-CONSTRUC			1,541.19	
			111 - 594 72 60 51 - CDBG - CONSTRUCTION			1,130.21	
8030	12/31/2023	Claims	2	107770	CASCADE NATURAL GAS CORP	2,638.47	FIRE DEPT - 12/2023 & PD ANNEX BLDG - 12/2023; 4401 1/2 MAIN STREET & 4401 MAIN STREET #2 - 12/2023; CIVIC CAMPUS - 12/31/2023; LIBRARY & COMMUNITY CENTER - 12/31/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			49.72	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			69.35	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			62.36	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			30.17	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			51.76	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			631.45	
			001 - 522 50 47 00 - FD FACILITIES - UTILITIES			427.41	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			31.85	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			28.88	
			403 - 535 50 47 00 - UTILITIES			286.04	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			21.00	
			402 - 537 50 47 00 - UTILITIES			859.37	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			2.20	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			3.97	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			10.61	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN:			8.88	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			27.62	
			001 - 576 80 47 00 - UTILITIES			27.56	
			001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK			8.27	
8031	12/31/2023	Claims	2	107771	CENTRAL WA AG MUSEUM	3,500.00	GENERAL MGR SVC - 12/2023 - P. STRATER & D. EVANS
			107 - 557 30 41 06 - ADMINISTRATOR SALARIES-AG			3,500.00	
8032	12/31/2023	Claims	2	107772	CITY OF YAKIMA	70,434.93	WHOLESALE SEWER 3 PARTY AGREEMENT - 12/2023
			403 - 535 50 41 03 - INTERGOVERNMENTAL PROFES			70,434.93	
8033	12/31/2023	Claims	2	107773	CLASSIC CAR WASH	41.25	PD CAR WASHES - 12/2023
			001 - 521 21 48 00 - INVESTIGATION REPAIRS & MA			5.50	
			001 - 521 22 48 00 - PATROL REPAIRS & MAINT			35.75	
8034	12/31/2023	Claims	2	107774	CLIFF'S SEPTIC SERVICE	350.00	RENTM-HANDICAP - AHTANUM YOUTH PARK & FULLBRIGHT PARK - 12/2023
			001 - 576 80 45 00 - OPERATING RENTALS & LEASES			350.00	
8035	12/31/2023	Claims	2	107775	COMMERCIAL TIRE - PD	679.75	NEW TIRES - VEH #26
			001 - 521 21 48 00 - INVESTIGATION REPAIRS & MA			679.75	
8036	12/31/2023	Claims	2	107776	CONCORD CONSTRUCTION, INC.	164,897.03	LIBRARY & COMMUNITY CENTER PROJECT - APPLICATION #2302-09 THRU 12/31/2023
			111 - 594 72 60 43 - COMMERCE -LIBRARY/COMM C			79,150.57	
			111 - 594 72 60 50 - YAK COUNTY ARPA-CONSTRUC			49,469.11	
			111 - 594 72 60 51 - CDBG - CONSTRUCTION			36,277.35	

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8037	12/31/2023	Claims	2	107777	CONCRETE SPECIAL TIES, INC.	351.64	CONCRET MIX; CONCRETE MIX; QUICK SET 20; WET/DRY CONCRETE DIAMOND BLADES, SIMPSON 3G EPOXY, TRU-CUT SDS & TIE DOWN RATCHET STRAPS
					401 - 534 50 31 00 - SUPPLIES	16.55	
					401 - 534 50 31 00 - SUPPLIES	145.50	
					101 - 542 30 31 00 - SUPPLIES	56.76	
					101 - 542 30 31 00 - SUPPLIES	116.28	
					001 - 576 80 31 00 - SUPPLIES	16.55	
8038	12/31/2023	Claims	2	107778	COPIERS NORTHWEST	547.73	PD COPIER LEASE - 12/2023
					001 - 591 21 71 09 - SBITA TECH LEASE - POLICE CLE	547.73	
8039	12/31/2023	Claims	2	107779	CURTIS BLUE LINE	147.48	POLY/WOOL LONG SLEEVE SHIRT & SEW EMBLEM - S. SNYDER; NAME BAR - S. SNYDER
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	131.25	
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	16.23	
8040	12/31/2023	Claims	2	107780	D & G CLEANING,LLC	5,326.00	CIVIC CENTER CLEANING SERVICE - 12/2023; ACTIVITIES BLDG/YOUTH BARN CLEANING SERVICE - 12/2023
					001 - 513 10 41 02 - CIVIC CAMPUS JANITORIAL	225.07	
					001 - 514 23 41 03 - CIVIC CAMPUS JANITORIAL-FIN	313.94	
					001 - 514 30 41 02 - CIVIC CAMPUS JANITORIAL - CL	282.31	
					001 - 515 31 41 05 - CIVIC CAMPUS JANITORIAL -LEI	136.59	
					001 - 521 50 41 01 - PD FACILITIES CIVIC CAMPUS J/	2,858.50	
					001 - 524 20 41 02 - CIVIC CAMPUS JANITORIAL-BUI	144.16	
					401 - 534 50 41 03 - CIVIC CAMPUS JANITORIAL-WA	130.74	
					403 - 535 50 41 04 - CIVIC CAMPUS JANITORIAL-SEV	95.09	
					402 - 537 50 41 03 - CIVIC CAMPUS JANITORIAL-GAI	9.95	
					101 - 542 30 41 03 - CIVIC CAMPUS JANITORIAL-STF	17.98	
					101 - 543 30 41 02 - CIVIC CAMPUS JANITORIAL-STF	48.01	
					128 - 547 10 41 03 - CIVIC CAMPUS JANITORIAL-TR/	40.19	
					001 - 558 60 41 02 - CIVIC CAMPUS JANITORIAL-PLA	125.05	
					001 - 576 80 41 01 - PROF SVC- WHITE GLOVE CLEA	861.00	
					001 - 576 80 41 02 - CIVIC CAMPUS JANITORIAL-PAI	37.42	
8041	12/31/2023	Claims	2	107781	GRANT J HUNT COMPANY	4,000.00	DESIGN & MARKETING - 12/2023
					107 - 557 30 41 01 - PROF SERVICES-GRANT J HUNT	4,000.00	
8042	12/31/2023	Claims	2	107782	HLA ENGINEERING & LAND SURVEYING INC	26,372.90	PROFESSIONAL ENGINEER SERVICES - 12/2023
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	4,319.48	
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	6,088.50	
					405 - 594 35 41 54 - BELTWAY SEWER EXT-PE	12,380.00	
					405 - 594 35 67 54 - BELTWAY SEWER EXT-CN	1,270.00	
					304 - 595 30 65 02 - VMB - CONSTRUCTION	2,314.92	
8043	12/31/2023	Claims	2	107783	JUB ENGINEERS INC	98,431.92	REGIONAL BELTWAY CONNECTOR - PROJECT #07-23-041 - 10/29/2023-12/02/2023
					305 - 595 10 41 26 - REGIONAL BELTWAY-PE	4,096.17	
					305 - 595 10 41 26 - REGIONAL BELTWAY-PE	2,772.54	
					305 - 595 30 65 26 - REGIONAL BELTWAY - CONSTR	91,563.21	
8044	12/31/2023	Claims	2	107784	KAPCO, LLC	20.00	LATE FEES - 11/2023 & 12/2023 DUE 11/27/2023 CK #107491 NOT BEING RECEIVED BY VENDOR
					001 - 524 20 49 00 - MISCELLANEOUS-BUILDING	2.86	
					401 - 534 50 49 00 - MISCELLANEOUS	2.86	
					403 - 535 50 49 00 - MISCELLANEOUS	2.86	
					402 - 537 50 49 00 - MISCELLANEOUS	2.86	
					101 - 542 30 49 00 - MISCELLANEOUS	2.86	
					001 - 558 60 49 00 - MISCELLANEOUS	2.84	

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			001 - 576 80 49 00 - MISCELLANEOUS			2.86	
8045	12/31/2023	Claims	2 107785		LOWES COMPANY INC	11.18	3/4" X 1 1/2" GALVANIZED PIPE
			401 - 534 50 31 00 - SUPPLIES			11.18	
8046	12/31/2023	Claims	2 107786		PACIFIC POWER	23,877.30	WELLS - 12/2023 & AREA LIGHTS - 12/2023; TRAFFIC LIGHTS - 12/2023 & STREET LIGHTS/BOOSTER PUMPS - 12/2023
			401 - 534 50 47 00 - UTILITIES			13,874.30	
			401 - 534 50 47 00 - UTILITIES			521.88	
			101 - 542 63 47 00 - UTILITIES			7,285.93	
			101 - 542 64 47 00 - UTILITIES			485.41	
			001 - 576 80 47 00 - UTILITIES			1,709.78	
8047	12/31/2023	Claims	2 107787		PEOPLE FOR PEOPLE	2,300.00	SENIOR NUTRITION TEMPORARY SITE MANAGER - 12/2023
			001 - 571 21 41 00 - PROF SERVICES - PEOPLE FOR P			2,300.00	
8048	12/31/2023	Claims	2 107788		PETTY CASH (CK ACCT)	2,596.70	REIMBURSE CHECK #'S 1929, 1930 & 1931
			130 - 521 30 31 31 - COLD WEATHER DONATION			2,596.70	
8049	12/31/2023	Claims	2 107789		PREMIER POWER SPORTS	1.00	BILLING STATEMENT SERVICE FEE - 12/31/2023
			001 - 521 10 49 00 - PD ADMIN MISCELLANEOUS			1.00	
8050	12/31/2023	Claims	2 107790		DON C. SMITH	520.00	LEOFF 1 RETIREE - MASSAGE THERAPY - 11/14/2023, 11/16/2023, 12/12/2023 & 12/14/2023
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			520.00	
8051	12/31/2023	Claims	2 107791		SOZO SPORTS OF CENTRAL WA	25,000.00	LTAC REIMBURSEMENT FOR 2023
			107 - 557 30 31 02 - SUPPLIES-SOZO SPORTS			5,000.00	
			107 - 557 30 41 11 - PROF SERVICES-SOZO SPORTS			12,500.00	
			108 - 557 30 44 12 - ADVERTISING-SOZO SPORTS			7,500.00	
8052	12/31/2023	Claims	2 107792		STRIPE RITE INC	346.56	16"X16" .080 ALUMINUM FLUORESCENT ORANGE DG DIAMOND PLACARDS
			101 - 542 30 31 00 - SUPPLIES			346.56	
8053	12/31/2023	Claims	2 107793		THE HEALTHY WORKER	120.00	D.O.T. PHYSICAL EXAMINATION 12/27/2023 - B. CORT
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			24.00	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			24.00	
			402 - 537 50 41 00 - PROFESSIONAL SERVICES			24.00	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			24.00	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA			24.00	
8054	12/31/2023	Claims	2 107794		TOTAL SITE SERVICES, LLC	19,975.50	STORM DRAINAGE IMPROVEMENTS - PROG EST NO. 09 & FINAL - HLA PROJECT #18156C
			405 - 594 38 64 25 - AHTANUM/MAIN ST STORMW/			19,975.50	
8055	12/31/2023	Claims	2 107795		U.S. CELLULAR	849.81	PD PHONE SERVICE - 12/2023
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			849.81	
8056	12/31/2023	Claims	2 107796		UPS	78.34	PD SHIPPING - 12/2023
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			78.34	
8057	12/31/2023	Claims	2 107797		VALLEY MALL, LLC	5,000.00	LTAC REIMBURSEMENT FOR 2023 VALLEY MALL WINTER WONDERLAND EVENT
			107 - 571 20 44 08 - VALLEY MALL WINTER WONDEI			5,000.00	
8058	12/31/2023	Claims	2 107798		WA STATE TREASURER	23,665.16	CJRS - 11/2023; CJRS - 12/2023
			640 - 586 00 09 01 - SCH ZONE SAFETY ST SHARE			616.21	
			640 - 586 00 09 01 - SCH ZONE SAFETY ST SHARE			622.25	
			640 - 586 00 19 01 - DIST DRIVING PREVENTION			2.23	

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			640 - 586 00 19 01 -		DIST DRIVING PREVENTION	2.23	
			640 - 586 00 26 01 -		DOL TECH SUPPORT	297.25	
			640 - 586 00 26 01 -		DOL TECH SUPPORT	294.71	
			630 - 589 30 01 01 -		STATE BUILDING CODE FEE	376.00	
			630 - 589 30 01 01 -		STATE BUILDING CODE FEE	188.00	
			640 - 589 30 04 01 -		PSEA 1 STATE SHARE	4,592.51	
			640 - 589 30 04 01 -		PSEA 1 STATE SHARE	5,059.58	
			640 - 589 30 05 01 -		PSEA 2 STATE SHARE	2,685.00	
			640 - 589 30 05 01 -		PSEA 2 STATE SHARE	2,946.86	
			640 - 589 30 06 01 -		PSEA 3 STATE SHARE	50.76	
			640 - 589 30 06 01 -		PSEA 3 STATE SHARE	62.16	
			640 - 589 30 07 01 -		CRIME LAB/BREATH ST SHARE	56.32	
			640 - 589 30 07 01 -		CRIME LAB/BREATH ST SHARE	39.96	
			640 - 589 30 08 01 -		JIS STATE SHARE	1,764.60	
			640 - 589 30 08 01 -		JIS STATE SHARE	1,522.62	
			640 - 589 30 09 01 -		ST GEN FUND 93 - WA AUTO TR	633.74	
			640 - 589 30 09 01 -		ST GEN FUND 93 - WA AUTO TR	614.08	
			640 - 589 30 10 01 -		TRAUMA CARE STATE SHARE	627.16	
			640 - 589 30 10 01 -		TRAUMA CARE STATE SHARE	610.93	
8059	12/31/2023	Claims	2	107799	YAKIMA CO AUDITOR	16,277.31	2023 ELECTION COSTS
					001 - 514 23 49 03 - ELECTION COSTS	16,277.31	
8060	12/31/2023	Claims	2	107800	YAKIMA CO DEPT OF CORRECTIONS	40,934.21	INMATE HOUSING & MEDICAL - 12/2023
					001 - 523 20 41 04 - DETENTION & CORRECTION CC	38,823.27	
					001 - 523 20 41 07 - DETENTION & CORRECTION-M	2,253.42	
					001 - 523 20 41 07 - DETENTION & CORRECTION-M	-142.48	
8061	12/31/2023	Claims	2	107801	YAKIMA CO DISTRICT COURT	1,697.50	YAKIMA CO DISTRICT COURT PROBATION SERVICES - 4TH QTR 2023
					001 - 523 20 41 06 - PROBATION SERVICES	1,697.50	
8062	12/31/2023	Claims	2	107802	YAKIMA CO DISTRICT COURT	76,896.00	YAKIMA CO DISTRICT COURT MUNICIPAL COURT OPERATIONS - 4TH QTR 2023
					001 - 512 52 41 00 - COURT SERVICE COSTS	76,896.00	
8063	12/31/2023	Claims	2	107803	YAKIMA CO PUBLIC SERVICES	3,442.30	FIRE PLAN REVIEWS - 4TH QTR 2023
					001 - 522 10 49 01 - FIRE PROTECTION SERVICES	3,442.30	
8064	12/31/2023	Claims	2	107804	YAKIMA CO PUBLIC SERVICES	97.44	2023 GRAVEL ROAD SURFACE STABILIZATION
					101 - 542 70 41 00 - PROFESSIONAL SERVICES	97.44	
8065	12/31/2023	Claims	2	107805	YAKIMA CO PUBLIC SERVICES	1,365.00	YAKIMA REGIONAL LOCAL GOV STORMWATER PROJECT - BILL #49 07/01/2023-12/31/2023
					403 - 531 30 41 03 - STORMWATER-INTERGOV PROJ	1,365.00	
8066	12/31/2023	Claims	2	107806	YAKIMA CO TREAS PROSECUTING	327.01	CVC - 11/2023; CVC - 12/2023
					633 - 586 00 00 00 - CRIME VICTIMS COMP CNTY SF	150.01	
					633 - 586 00 00 00 - CRIME VICTIMS COMP CNTY SF	177.00	
8067	12/31/2023	Claims	2	107807	YAKIMA COOPERATIVE ASSN	1,400.93	BULK PROPANE - YOUTH BARN 273.1000 GALLONS & ACTIVITIES BLDG 361.9000 GALLONS
					001 - 576 80 32 00 - FUEL	1,400.93	
8068	12/31/2023	Claims	2	107808	YAKIMA VALLEY CONFERENCE	4,558.00	LAND USE PLANNING & GIS/MAPPING SERVICES - 12/2023
					001 - 558 60 41 01 - INTERGOVERNMENTAL PROFES	4,558.00	

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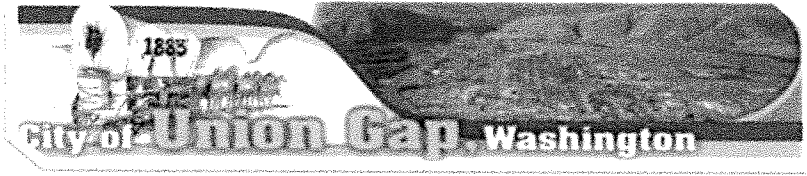
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8069	12/31/2022	Claims	2	107809	YAKIMA VALLEY SPORTS COMMISSION	15,000.00	SPORTS COMMISSION ADVERTISING, DESIGN, SUPPLIES & WIAA ANNUAL FEE
					107 - 557 30 31 03 - SUPPLIES-SPORTS COMMISSIOI	6,500.00	
					108 - 557 30 44 02 - ADVERTISING-SPORTS COMM \	5,000.00	
					108 - 557 30 44 13 - ADVERTISING-SPORTS COMM	3,500.00	
8070	12/31/2022	Claims	2	107810	YAKIMA VALLEY TOURISM	1,200.00	GREENWAY/RIDGE PHOTO SHOOTS & GIFT CARD FOR UG SCENIC WA SWEEPSTAKES WINNER
					108 - 557 30 44 08 - ADVERTISING-YAK VALLEY TOU	1,125.00	
					107 - 557 30 49 00 - MISCELLANEOUS	75.00	
8071	12/31/2022	Claims	2	107811	YAKIMA WASTE SYSTEMS INC	951.07	WASTE SERVICE - 12/2023
					402 - 537 60 49 00 - CONTRACTED SERVICES	951.07	

001 Current Expense Fund	161,160.80
101 Street Fund	19,043.65
107 Convention Center Reserve Fund	36,575.00
108 Tourism Promotion Area Fund	17,125.00
111 Library & Community Center Fund	170,034.33
128 Transit System Fund	55.78
130 Community Policing Fund	3,749.70
304 VMB Improvement Fund	2,314.92
305 Regional Beltway Connector Fund	98,431.92
401 Water Fund	20,938.94
402 Garbage Fund	10,456.12
403 Sewer Fund	73,479.13
404 Water Improvement Reserve	392.13
405 Sewer Improvement Reserve	33,625.50
630 General State/County-Shared Rev Fund	564.00
633 Crime Victims Comp Cnty Share	327.01
640 Court Revenue Fund	23,101.16

671,375.09		Claims:	671,375.09
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City Council Communication

Meeting Date: January 22, 2024
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – January 22, 2024

SYNOPSIS: Claim Vouchers Dated January 22, 2024

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 107755 through 107767 and Voucher Nos. 107812 through 107871 in the amount of \$722,341.60.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Register
2. Detailed Claim Voucher Register

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271	01/22/2024	Claims	2	EFT	CENTURY LINK - LD	83.42	LONG DISTANCE - 01/2024
272	01/22/2024	Claims	2	EFT	OFFICE DEPOT-CITY HALL	54.93	INDEX TABS; PACKAGING TAPE, AA BATTERIES & ADVIL
273	01/22/2024	Claims	2	EFT	OFFICE DEPOT-PD	8.65	LAMINATING BUSINESS CARD POUCHES
274	01/22/2024	Claims	2	EFT	US BANK CARDMEMBER SVC	6,025.60	2024 WSDA ANNUAL PESTICIDE LICENSE RENEWAL - C. BUNTING & R. MCRAE; WSU PESTICIDE RECERTIFICATION TRAINING 01/31/2024-02/01/2024 - BUNTING & MCRAE; PD LAPTOP & MICROSOFT OFFICE LICENSE; TACTICAL DEC
60	01/05/2024	Claims	2	107755	RYAN L BONSEN	1,050.00	2024 UNIFORM ALLOWANCE
61	01/05/2024	Claims	2	107756	JABAN R BROWNELL	1,050.00	2024 UNIFORM ALLOWANCE
62	01/05/2024	Claims	2	107757	RUDY M JIMENEZ	1,050.00	2024 UNIFORM ALLOWANCE
63	01/05/2024	Claims	2	107758	ALBA L LEVESQUE	1,050.00	2024 UNIFORM ALLOWANCE
64	01/05/2024	Claims	2	107759	KYLAR MCPHERSON	1,050.00	2024 UNIFORM ALLOWANCE
65	01/05/2024	Claims	2	107760	MICHAEL R NORTH	1,050.00	2024 UNIFORM ALLOWANCE
66	01/05/2024	Claims	2	107761	PAUL K SANDERS	1,050.00	2024 UNIFORM ALLOWANCE
67	01/05/2024	Claims	2	107762	CURTIS J SANTUCCI	1,050.00	2024 UNIFORM ALLOWANCE
68	01/05/2024	Claims	2	107763	COLEMAN D SHOGREN	1,050.00	2024 UNIFORM ALLOWANCE
69	01/05/2024	Claims	2	107764	SEAN C SNYDER	1,050.00	2024 UNIFORM ALLOWANCE
70	01/05/2024	Claims	2	107765	ERIC B TURLEY	1,050.00	2024 UNIFORM ALLOWANCE
71	01/05/2024	Claims	2	107766	CHAD VANOVER	1,050.00	2024 UNIFORM ALLOWANCE
72	01/05/2024	Claims	2	107767	TERRYL D WAY	1,050.00	2024 UNIFORM ALLOWANCE
275	01/22/2024	Claims	2	107812	ADVANCED DIGITAL IMAGING LLC	400.71	PW GRAPHICS & LETTERING - VEH #1034
276	01/22/2024	Claims	2	107813	AMAZON CAPITAL SERVICES, INC	347.30	UB PERFERATED PAPER; MONTH TABS & DISHWASHER PODS; 2" ALUMINUM 3 RING BINDERS; YUBIKEY'S
277	01/22/2024	Claims	2	107814	ANATEK LABS, INC.	280.00	DRINKING WATER ROUTINE/COMPLIANCE SAMPLING - WORK ORDER #YEA0041
278	01/22/2024	Claims	2	107815	ASSOCIATION OF WA CITIES	5,927.00	2024 AWC CITY MEMBERSHIP & 2024 AWC DRUG & ALCOHOL CONSORTIUM MEMBERSHIP
279	01/22/2024	Claims	2	107816	BATTERIES & BULBS	77.11	3V LITHIUM BATTERIES FOR PW SHOP GATE
280	01/22/2024	Claims	2	107817	COURTNEY BRYANT	500.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 12/24/2024 - RESERVATION #5779
281	01/22/2024	Claims	2	107818	BURROWS TRACTOR COMPANY	168.72	RELAY SEAL 5G1G - HUSTLER 2 MOWER; IGNITION SWITCH FOR PARKS FORD 3600 TRACTOR; NEUTRAL SAFETY SWITCH - PARKS 3600 FORD TRACTOR
282	01/22/2024	Claims	2	107819	CED	119.65	LIGHTING STRIPS & 17W TYPE B LED BULBS
283	01/22/2024	Claims	2	107820	CENTRAL CHAIN & TRANSMISSION	170.59	TTN 35-60 CHAIN BREAKER, MAX 40R X 50 FT ROLL CHAIN & RETURN OF TTN 35-60 CHAIN BREAKER
284	01/22/2024	Claims	2	107821	CENTRAL WA AG MUSEUM	1,739.00	ADVERTISING CONTRACT FOR THE 2024 OFFICIAL TRAVEL GUIDE WITH YAKIMA VALLEY TOURSIM

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285	01/22/2024	Claims	2	107822	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES & MARKETING - 01/2024
286	01/22/2024	Claims	2	107823	CHRISTENSEN, INC.	1,852.23	PD FUEL & LATE CHARGE - 01/2024
287	01/22/2024	Claims	2	107824	CITY OF UNION GAP	8,960.00	CRISIS RESPONSE UNIT ILA
288	01/22/2024	Claims	2	107825	CUMMINS SALES & SERVICE	2,636.15	REPLACE BLOCK HEATER - BOOSTER PUMP #3 & SVC MAINT/REPAIR - LS #1/WELL #5
289	01/22/2024	Claims	2	107826	CURTIS BLUE LINE	228.02	CLIP ON TIE, SOFTSHELL FLEECE JACKET, SEW EMBLEM & TWILL NAME PATCH - S. SNYDER
290	01/22/2024	Claims	2	107827	E3 SOLUTIONS, INC	32.46	SECURITY ALARM SYSTEM MONITORING - 3007 2ND STREET - PD IMPOUND BLDG - 01/2024
291	01/22/2024	Claims	2	107828	EDGE CONSTRUCTION SUPPLY	63.75	JACKSON GLASSES
292	01/22/2024	Claims	2	107829	FASTENAL	129.83	15PC GP HOLE SAW KIT
293	01/22/2024	Claims	2	107830	FREIGHTLINER NORTHWEST	3,038.64	WATER VAN SERVICE/REPAIR - VEH #1014
294	01/22/2024	Claims	2	107831	VIRGINIA GARIBAY GONZALEZ	17.60	WATER DEPOSIT REFUND - UB ACCT #9058 - 2004 S. 3RD AVENUE
295	01/22/2024	Claims	2	107832	GENE WEINMANN CONSULTING	113.13	CDBG COORDINATOR & POSTAGE
296	01/22/2024	Claims	2	107833	DEBBIE HOLLAND	365.97	OVERPAYMENT REFUND - UB ACCT #4834 - 1919 CORNELL
297	01/22/2024	Claims	2	107834	HYUNDAI OF YAKIMA	56.23	LUBE, OIL/FILTER & TIRE ROTATION - VEH #122
298	01/22/2024	Claims	2	107835	INTERNATIONAL ASSOC OF CHIEF OF POLICE	190.00	2024 IACP MEMBERSHIP RENEWAL DUES - G. COBB
299	01/22/2024	Claims	2	107836	INTERSTATE BATTERIES OF COLUMBIA VALLEY	81.17	BATTERY FOR WATER VAN GENERATOR - VEH #1014
300	01/22/2024	Claims	2	107837	BRIAN JENNINGS	500.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 01/14/2024 - RESERVATION #5839
301	01/22/2024	Claims	2	107838	KELLER SUPPLY CO	129.53	1" MINI COPPER TUBING CUTTER & 14" ALUMINUM PIPE WRENCH; LIQUID FILLED PRESSURE GAUGE
302	01/22/2024	Claims	2	107839	LAW OFFICE OF GARY M CUILIER	3,332.50	HEARING EXAMINER - FRANZ FAMILY HOLDINGS WA, LLC PLAT ALTERATION
303	01/22/2024	Claims	2	107840	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY - 01/2024
304	01/22/2024	Claims	2	107841	LEXIPOL LLC	8,637.71	ANNUAL LAW ENFORCEMENT SUPPLEMENTAL MANUAL & POLICY MANUAL/DAILY TRAINING BULETINS
305	01/22/2024	Claims	2	107842	ZUBAIR IBN MAZED	104.77	WATER DEPOSIT REFUND - UB ACCT #14470 - 532 RICHARDS CIRCLE
306	01/22/2024	Claims	2	107843	MINUTEMAN PRESS	1,705.72	COLOR LOGO ENVELOPES; UB WINDOW ENVELOPES

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307	01/22/2024	Claims	2	107844	MORTONS SUPPLY	177.78	3/4" WELD ON TANK FLANGES & 3/4" PVC NIPPLES; GALVENIZED BELL REDUCER, SWIVEL MALES, BRASS BALL VALVES & CL BLACK NIPPLES; RETURN OF MERCHANDISE - INV #0788330 - BRASS BALL VALVES & CL BLACK NIPPLE
308	01/22/2024	Claims	2	107845	OFFICE SOLUTIONS NORTHWEST	242.95	ADDRESS LABELS, COPY PAPER & POP-UP ADHESIVE NOTES; COPY PAPER
309	01/22/2024	Claims	2	107846	PACIFIC POWER	5,413.03	CIVIC CAMPUS - 01/2024; FIRE DEPT - 01/2024 & PD ANNEX BLDG - 01/2024; LIFT STATIONS - 01/2024
310	01/22/2024	Claims	2	107847	PETTY CASH	5.39	MISC RECEIPTS - 01/2024
311	01/22/2024	Claims	2	107848	POULIN'S, INC	17.00	PLUG, OIL & AIR FILTER - WATER VAN VEH #1014
312	01/22/2024	Claims	2	107849	QUADIENT FINANCE USA, INC.	1,000.00	POSTAGE - 01/2024
313	01/22/2024	Claims	2	107850	REPUBLIC PUBLISHING CO	2,665.00	2024 CITY HALL DAILY SUBSCRIPTION RENEWAL; NOTICE OF 2024 PUBLIC MEETINGS; NOTICE OF ENVIRONMENTAL REVIEW - CITY OF UNION GAP/SEWER LIFT
314	01/22/2024	Claims	2	107851	SCHUKNECTS POLYGRAPH SERVICE	400.00	UGPD - PRE-EMPLOYMENT POLYGRAPH TESTS 01/09/2024 - B. GONZALEZ & D. EAGY
315	01/22/2024	Claims	2	107852	THE JANITOR'S CLOSET	662.00	CIVIC CENTER SUPPLIES - TOILET PAPER, M-FOLD TOWELS, SOAP & CAN LINERS
316	01/22/2024	Claims	2	107853	THE PRINT GUYS INC.	570.06	BACK FLOW REPORT
317	01/22/2024	Claims	2	107854	THE REAL YELLOW PAGES	211.57	PARK AD - WHITE & YELLOW PAGES - 01/2024
318	01/22/2024	Claims	2	107855	PATRICK THOMPSON	174.70	MEDICARE PREMIUM - 01/2024
319	01/22/2024	Claims	2	107856	UNITED STATES POSTMASTER	885.91	UB POSTAGE - 01/2024
320	01/22/2024	Claims	2	107857	UNUM LIFE INSURANCE	135.30	LEOFF 1 LONG TERM CARE - 01/2024
321	01/22/2024	Claims	2	107858	VIC'S AUTO & SUPPLY UNION GAP - PW	315.77	STARTER FOR PARKS FORD 3600 TRACTOR & 3" DIAMETER SEALED CM MARKER; OIL DRY ABSORBENT & 1A MAINTAINER CHARGER
322	01/22/2024	Claims	2	107859	WA CITIES INS. AUTHORITY	599,353.00	2024 MEMBER ASSESSMENT
323	01/22/2024	Claims	2	107860	WA LAW ENFORCEMENT INFORMATION & RECORDS	150.00	2024 MEMBERSHIP RENEWAL - A. TOWLE & R. PINA; 2024 MEMBERSHIP RENEWAL - T. LOPEZ
324	01/22/2024	Claims	2	107861	WA STATE DEPT OF AGRICULTURE	75.00	WSDA PESTICIDE LICENSE EXAM FEE 02/06/2024 - B. CORT
325	01/22/2024	Claims	2	107862	WA STATE DEPT OF AGRICULTURE	75.00	WSDA PESTICIDE LICENSE EXAM FEE 02/06/2024 - H. MASON
326	01/22/2024	Claims	2	107863	WA STATE DEPT OF ENTERPRISE SVC	400.00	2024 LESO/1033 PROGRAM ANNUAL PARTICIPATION FEE 01/01/2024-12/31/2024

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327	01/22/2024	Claims	2	107864	WEAVER DISTRIBUTING	40.60	3/8" X 1 1/4" FORGED LIFTING EYE BOLTS; 5/16-18 X 1/2 KNURLED PT SOCKET SET
328	01/22/2024	Claims	2	107865	WELLS FARGO VENDOR FIN SERV	1,025.91	KYOCERA TASKFA 60541CI LEASE - 01/2024
329	01/22/2024	Claims	2	107866	YAKIMA CO AUDITOR	18.00	UTILITY LIEN RECORDING FEE - UB ACCT #12371 - 1921 S. 7TH AVE - GARBAGE
330	01/22/2024	Claims	2	107867	YAKIMA COOPERATIVE ASSN	1,066.54	BULK PROPANE - 292.8000 GALLONS - AHTANUM YOUTH PARK & 154.6000 GALLONS - YB; PROPANE FOR PARKS - 17.5000 GALLONS - 01/08/2024
331	01/22/2024	Claims	2	107868	YAKIMA VALLEY CONFERENCE	7,234.00	2024 MEMBERSHIP ASSESSMENT
332	01/22/2024	Claims	2	107869	YAKIMA VALLEY CONFERENCE	9,738.00	2024 LOCAL CRIME LAB MATCHING CONTRIBUTION
333	01/22/2024	Claims	2	107870	YAKIMA VALLEY OFFICE OF	6,660.00	2024 ANNUAL EMERGENCY MANAGEMENT PER CAPITA ASSESSMENT
334	01/22/2024	Claims	2	107871	YAKIMA VALLEY TOURISM	4,901.00	ADVERTISING CONTRACT FOR 2024 OFFICIAL TRAVEL GUIDE & 2024 YAKIMA CO MAP AD

001 Current Expense Fund	595,999.94	
101 Street Fund	16,627.86	
108 Tourism Promotion Area Fund	9,140.00	
111 Library & Community Center Fund	1,616.21	
123 Criminal Justice Fund	8,960.00	
128 Transit System Fund	24.40	
170 Housing Rehabilitation Fund	113.13	
401 Water Fund	51,801.29	
402 Garbage Fund	5,499.33	
403 Sewer Fund	32,437.07	
414 Water Deposits	122.37	
	722,341.60	Claims: 722,341.60
	722,341.60	

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271	01/22/2024	Claims	2	EFT	CENTURY LINK - LD	83.42	LONG DISTANCE - 01/2024
		001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC				4.20	
		001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN				5.87	
		001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER				5.27	
		001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL				2.55	
		001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL				53.41	
		001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN				2.69	
		401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE				2.44	
		403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI				1.77	
		402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB				0.19	
		101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE				0.34	
		101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE				0.90	
		128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN				0.75	
		001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLAN				2.34	
		001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK				0.70	
272	01/22/2024	Claims	2	EFT	OFFICE DEPOT-CITY HALL	54.93	INDEX TABS; PACKAGING TAPE, AA BATTERIES & ADVIL
		001 - 513 10 31 00 - SUPPLIES				2.57	
		001 - 514 23 31 00 - SUPPLIES				2.57	
		001 - 514 30 31 00 - SUPPLIES				7.43	
		001 - 514 30 31 00 - SUPPLIES				2.57	
		001 - 517 91 31 00 - SUPPLIES				21.85	
		001 - 524 20 31 00 - SUPPLIES-BUILDING				2.57	
		401 - 534 50 31 00 - SUPPLIES				2.57	
		403 - 535 50 31 00 - SUPPLIES				2.57	
		402 - 537 50 31 00 - SUPPLIES				2.57	
		101 - 542 30 31 00 - SUPPLIES				2.57	
		001 - 558 60 31 00 - SUPPLIES				2.57	
		001 - 576 80 31 00 - SUPPLIES				2.52	
273	01/22/2024	Claims	2	EFT	OFFICE DEPOT-PD	8.65	LAMINATING BUSINESS CARD POUCHES
		001 - 521 10 31 01 - PD CLERICAL SUPPLIES				8.65	
274	01/22/2024	Claims	2	EFT	US BANK CARDMEMBER SVC	6,025.60	2024 WSDA ANNUAL PESTICIDE LICENSE RENEWAL - C. BUNTING & R. MCRAE; WSU PESTICIDE RECERTIFICATION TRAINING 01/31/2024-02/01/2024 - BUNTING & MCRAE; PD LAPTOP & MICROSOFT OFFICE LICENSE; TACTICAL DEC
		001 - 521 10 21 00 - PD ADMIN UNIFORMS & EQUIP				268.32	
		001 - 521 22 31 00 - PATROL SUPPLIES				1,173.18	
		001 - 521 40 49 00 - PD TRAINING MISCELLANEOUS				1,545.00	
		001 - 521 40 49 00 - PD TRAINING MISCELLANEOUS				396.00	
		401 - 534 50 31 00 - SUPPLIES				91.14	
		401 - 534 50 49 00 - MISCELLANEOUS				104.00	
		101 - 542 30 31 00 - SUPPLIES				488.75	
		101 - 542 30 49 00 - MISCELLANEOUS				103.00	
		101 - 542 30 49 00 - MISCELLANEOUS				240.00	
		111 - 594 10 41 43 - COMMERCE - LIBRARY/COMM				808.10	
		111 - 594 10 41 50 - ARPA-LIBRARY/COMM CENTER				808.11	
60	01/05/2024	Claims	2	107755	RYAN L BONSEN	1,050.00	2024 UNIFORM ALLOWANCE
		001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI				1,050.00	
61	01/05/2024	Claims	2	107756	JABAN R BROWNELL	1,050.00	2024 UNIFORM ALLOWANCE
		001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI				1,050.00	
62	01/05/2024	Claims	2	107757	RUDY M JIMENEZ	1,050.00	2024 UNIFORM ALLOWANCE
		001 - 521 21 21 00 - INVESTIGATION UNIFORMS & E				1,050.00	
63	01/05/2024	Claims	2	107758	ALBA L LEVESQUE	1,050.00	2024 UNIFORM ALLOWANCE
		001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI				1,050.00	

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64	01/05/2024	Claims	2	107759	KYLAR MCPHERSON	1,050.00	2024 UNIFORM ALLOWANCE
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	1,050.00	
65	01/05/2024	Claims	2	107760	MICHAEL R NORTH	1,050.00	2024 UNIFORM ALLOWANCE
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	1,050.00	
66	01/05/2024	Claims	2	107761	PAUL K SANDERS	1,050.00	2024 UNIFORM ALLOWANCE
					001 - 521 21 21 00 - INVESTIGATION UNIFORMS & E	1,050.00	
67	01/05/2024	Claims	2	107762	CURTIS J SANTUCCI	1,050.00	2024 UNIFORM ALLOWANCE
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	1,050.00	
68	01/05/2024	Claims	2	107763	COLEMAN D SHOGREN	1,050.00	2024 UNIFORM ALLOWANCE
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	1,050.00	
69	01/05/2024	Claims	2	107764	SEAN C SNYDER	1,050.00	2024 UNIFORM ALLOWANCE
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	1,050.00	
70	01/05/2024	Claims	2	107765	ERIC B TURLEY	1,050.00	2024 UNIFORM ALLOWANCE
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	1,050.00	
71	01/05/2024	Claims	2	107766	CHAD VANOVER	1,050.00	2024 UNIFORM ALLOWANCE
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	1,050.00	
72	01/05/2024	Claims	2	107767	TERRYL D WAY	1,050.00	2024 UNIFORM ALLOWANCE
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	1,050.00	
275	01/22/2024	Claims	2	107812	ADVANCED DIGITAL IMAGING LLC	400.71	PW GRAPHICS & LETTERING - VEH #1034
					001 - 524 20 41 00 - PROFESSIONAL SERVICES-BUILD	50.09	
					403 - 531 30 41 00 - STORMWATER - PROF SERVICES	50.09	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	50.09	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	50.09	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	50.09	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	50.09	
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	50.08	
					001 - 576 80 41 03 - PROFESSIONAL SERVICES	50.09	
276	01/22/2024	Claims	2	107813	AMAZON CAPITAL SERVICES, INC	347.30	UB PERFERATED PAPER; MONTH TABS & DISHWASHER PODS; 2" ALUMINUM 3 RING BINDERS; YUBIKEY'S
					001 - 513 10 31 00 - SUPPLIES	17.61	
					001 - 514 30 31 00 - SUPPLIES	81.78	
					001 - 514 30 31 00 - SUPPLIES	108.20	
					401 - 534 50 31 00 - SUPPLIES	37.32	
					401 - 534 50 31 00 - SUPPLIES	9.25	
					403 - 535 50 31 00 - SUPPLIES	37.32	
					403 - 535 50 31 00 - SUPPLIES	9.25	
					402 - 537 50 31 00 - SUPPLIES	37.32	
					402 - 537 50 31 00 - SUPPLIES	9.25	
277	01/22/2024	Claims	2	107814	ANATEK LABS, INC.	280.00	DRINKING WATER ROUTINE/COMPLIANCE SAMPLING - WORK ORDER #YEA0041
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	280.00	
278	01/22/2024	Claims	2	107815	ASSOCIATION OF WA CITIES	5,927.00	2024 AWC CITY MEMBERSHIP & 2024 AWC DRUG & ALCOHOL CONSORTIUM MEMBERSHIP
					001 - 511 60 49 06 - AWC SERVICE FEE	5,927.00	
279	01/22/2024	Claims	2	107816	BATTERIES & BULBS	77.11	3V LITHIUM BATTERIES FOR PW SHOP GATE
					401 - 534 50 31 00 - SUPPLIES	15.42	
					403 - 535 50 31 00 - SUPPLIES	15.42	

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			402 - 537 50 31 00 - SUPPLIES			15.42	
			101 - 542 30 31 00 - SUPPLIES			15.42	
			001 - 576 80 31 00 - SUPPLIES			15.43	
280	01/22/2024	Claims	2	107817	COURTNEY BRYANT	500.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 12/24/2024 - RESERVATION #5779
			001 - 582 10 00 03 - PARK DEPOSIT REFUND			500.00	
281	01/22/2024	Claims	2	107818	BURROWS TRACTOR	168.72	RELAY SEAL 5G1G - HUSTLER 2 MOWER; IGNITION SWITCH FOR PARKS FORD 3600 TRACTOR; NEUTRAL SAFETY SWITCH - PARKS 3600 FORD TRACTOR
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			16.25	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			125.44	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			27.03	
282	01/22/2024	Claims	2	107819	CED	119.65	LIGHTING STRIPS & 17W TYPE B LED BULBS
			401 - 534 50 31 00 - SUPPLIES			23.93	
			403 - 535 50 31 00 - SUPPLIES			23.93	
			402 - 537 50 31 00 - SUPPLIES			23.93	
			101 - 542 30 31 00 - SUPPLIES			23.93	
			001 - 576 80 31 00 - SUPPLIES			23.93	
283	01/22/2024	Claims	2	107820	CENTRAL CHAIN & TRANSMISSION	170.59	TTN 35-60 CHAIN BREAKER, MAX 40R X 50 FT ROLL CHAIN & RETURN OF TTN 35-60 CHAIN BREAKER
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			34.12	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			34.12	
			402 - 537 50 48 00 - REPAIRS & MAINTENANCE			34.12	
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			34.12	
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			34.11	
284	01/22/2024	Claims	2	107821	CENTRAL WA AG MUSEUM	1,739.00	ADVERTISING CONTRACT FOR THE 2024 OFFICIAL TRAVEL GUIDE WITH YAKIMA VALLEY TOURSIM
			108 - 557 30 44 14 - ADVERTISING-GENERAL (LTAC I			1,739.00	
285	01/22/2024	Claims	2	107822	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES & MARKETING - 01/2024
			108 - 557 30 44 01 - ADVERTISING-STATE FAIR PARK			2,500.00	
286	01/22/2024	Claims	2	107823	CHRISTENSEN, INC.	1,852.23	PD FUEL & LATE CHARGE - 01/2024
			001 - 521 10 32 00 - PD ADMIN FUEL			275.47	
			001 - 521 10 49 00 - PD ADMIN MISCELLANEOUS			8.33	
			001 - 521 21 32 00 - INVESTIGATION FUEL			237.49	
			001 - 521 21 49 00 - INVESTIGATION MISCELLANEOUS			8.34	
			001 - 521 22 32 00 - PATROL FUEL			1,314.27	
			001 - 521 22 49 00 - PATROL MISCELLANEOUS			8.33	
287	01/22/2024	Claims	2	107824	CITY OF UNION GAP	8,960.00	CRISIS RESPONSE UNIT ILA
			123 - 521 22 41 23 - CJ PROFESSIONAL SVC			8,960.00	
288	01/22/2024	Claims	2	107825	CUMMINS SALES & SERVICE	2,636.15	REPLACE BLOCK HEATER - BOOSTER PUMP #3 & SVC MAINT/REPAIR - LS #1/WELL #5
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			1,513.99	
			403 - 535 50 48 00 - REPAIRS & MAINTENANCE			1,122.16	
289	01/22/2024	Claims	2	107826	CURTIS BLUE LINE	228.02	CLIP ON TIE, SOFTSHELL FLEECE JACKET, SEW EMBLEM & TWILL NAME PATCH - S. SNYDER
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			228.02	

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290	01/22/2024	Claims	2	107827	E3 SOLUTIONS, INC	32.46	SECURITY ALARM SYSTEM MONITORING - 3007 2ND STREET - PD IMPOUND BLDG - 01/2024
					001 - 521 50 41 00 - PD FACILITIES PROFESSIONAL S	32.46	
291	01/22/2024	Claims	2	107828	EDGE CONSTRUCTION SUPPLY	63.75	JACKSON GLASSES
					401 - 534 50 31 00 - SUPPLIES	12.75	
					403 - 535 50 31 00 - SUPPLIES	12.75	
					402 - 537 50 31 00 - SUPPLIES	12.75	
					101 - 542 30 31 00 - SUPPLIES	12.75	
					001 - 576 80 31 00 - SUPPLIES	12.75	
292	01/22/2024	Claims	2	107829	FASTENAL	129.83	15PC GP HOLE SAW KIT
					401 - 534 50 35 00 - SMALL TOOLS & EQUIPMENT	25.97	
					403 - 535 50 35 00 - SMALL TOOLS & EQUIPMENT	25.97	
					402 - 537 50 35 00 - SMALL TOOLS & EQUIPMENT	25.97	
					101 - 542 30 35 00 - SMALL TOOLS & EQUIPMENT	25.97	
					001 - 576 80 35 00 - SMALL TOOLS & EQUIPMENT	25.95	
293	01/22/2024	Claims	2	107830	FREIGHTLINER NORTHWEST	3,038.64	WATER VAN SERVICE/REPAIR - VEH #1014
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	3,038.64	
294	01/22/2024	Claims	2	107831	VIRGINIA GARIBAY GONZALEZ	17.60	WATER DEPOSIT REFUND - UB ACCT #9058 - 2004 S. 3RD AVENUE
					414 - 582 10 04 14 - DEPOSIT REFUND	17.60	Refund Utility Deposit
295	01/22/2024	Claims	2	107832	GENE WEINMANN CONSULTING	113.13	CDBG COORDINATOR & POSTAGE
					170 - 559 30 31 00 - SUPPLIES	0.63	
					170 - 559 30 41 01 - PROFESSIONAL SERVICES - HOL	112.50	
296	01/22/2024	Claims	2	107833	DEBBIE HOLLAND	365.97	OVERPAYMENT REFUND - UB ACCT #4834 - 1919 CORNELL
					401 - 582 10 04 01 - 210-10) WATER REFUNDS	365.97	
297	01/22/2024	Claims	2	107834	HYUNDAI OF YAKIMA	56.23	LUBE, OIL/FILTER & TIRE ROTATION - VEH #122
					001 - 521 22 48 00 - PATROL REPAIRS & MAINT	56.23	
298	01/22/2024	Claims	2	107835	INTERNATIONAL ASSOC OF CHIEF OF POLICE	190.00	2024 IACP MEMBERSHIP RENEWAL DUES - G. COBB
					001 - 521 10 49 00 - PD ADMIN MISCELLANEOUS	190.00	
299	01/22/2024	Claims	2	107836	INTERSTATE BATTERIES OF COLUMBIA VALLEY	81.17	BATTERY FOR WATER VAN GENERATOR - VEH #1014
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	81.17	
300	01/22/2024	Claims	2	107837	BRIAN JENNINGS	500.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 01/14/2024 - RESERVATION #5839
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	500.00	
301	01/22/2024	Claims	2	107838	KELLER SUPPLY CO	129.53	1" MINI COPPER TUBING CUTTER & 14" ALUMINUM PIPE WRENCH; LIQUID FILLED PRESSURE GAUGE
					401 - 534 50 35 00 - SMALL TOOLS & EQUIPMENT	90.72	
					401 - 534 50 35 00 - SMALL TOOLS & EQUIPMENT	38.81	
302	01/22/2024	Claims	2	107839	LAW OFFICE OF GARY M CUILIER	3,332.50	HEARING EXAMINER - FRANZ FAMILY HOLDINGS WA, LLC PLAT ALTERATION
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	3,332.50	
303	01/22/2024	Claims	2	107840	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY - 01/2024

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			001 - 515 31 41 02 -		LEGAL SERVICES - PROS. ATTNY	14,500.00	
304	01/22/2024	Claims	2	107841	LEXIPOL LLC	8,637.71	ANNUAL LAW ENFORCEMENT SUPPLEMENTAL MANUAL & POLICY MANUAL/DAILY TRAINING BULETINS
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	8,637.71	
305	01/22/2024	Claims	2	107842	ZUBAIR IBN MAZED	104.77	WATER DEPOSIT REFUND - UB ACCT #14470 - 532 RICHARDS CIRCLE
			414 - 582 10 04 14 -		DEPOSIT REFUND	104.77	Refund Utility Deposit
306	01/22/2024	Claims	2	107843	MINUTEMAN PRESS	1,705.72	COLOR LOGO ENVELOPES; UB WINDOW ENVELOPES
			001 - 514 23 31 00 -		SUPPLIES	145.12	
			001 - 514 30 31 00 -		SUPPLIES	145.12	
			401 - 534 50 31 00 -		SUPPLIES	471.83	
			403 - 535 50 31 00 -		SUPPLIES	471.83	
			402 - 537 50 31 00 -		SUPPLIES	471.82	
307	01/22/2024	Claims	2	107844	MORTONS SUPPLY	177.78	3/4" WELD ON TANK FLANGES & 3/4" PVC NIPPLES; GALVENIZED BELL REDUCER, SWIVEL MALES, BRASS BALL VALVES & CL BLACK NIPPLES; RETURN OF MERCHANDISE - INV #0788330 - BRASS BALL VALVES & CL BLACK
			401 - 534 50 31 00 -		SUPPLIES	269.77	
			401 - 534 50 31 00 -		SUPPLIES	-141.72	
			101 - 542 70 31 00 -		SUPPLIES	49.73	
308	01/22/2024	Claims	2	107845	OFFICE SOLUTIONS NORTHWEST	242.95	ADDRESS LABELS, COPY PAPER & POP-UP ADHESIVE NOTES; COPY PAPER
			001 - 514 23 31 00 -		SUPPLIES	45.25	
			001 - 514 23 31 00 -		SUPPLIES	42.35	
			001 - 514 23 31 00 -		SUPPLIES	76.23	
			001 - 514 30 31 00 -		SUPPLIES	45.24	
			001 - 514 30 31 00 -		SUPPLIES	8.47	
			001 - 514 30 31 00 -		SUPPLIES	25.41	
309	01/22/2024	Claims	2	107846	PACIFIC POWER	5,413.03	CIVIC CAMPUS - 01/2024; FIRE DEPT - 01/2024 & PD ANNEX BLDG - 01/2024; LIFT STATIONS - 01/2024
			001 - 513 10 47 00 -		CIVIC CAMPUS UTILITIES - EXEC	99.07	
			001 - 514 23 47 00 -		CIVIC CAMPUS UTILITIES-FINAN	138.18	
			001 - 514 30 47 00 -		CIVIC CAMPUS UTILITIES - CLER	124.26	
			001 - 515 31 47 00 -		CIVIC CAMPUS UTILITIES-LEGAL	60.12	
			001 - 521 50 47 00 -		PD FACILITIES CIVIC CAMP UTIL	1,258.20	
			001 - 521 50 47 00 -		PD FACILITIES CIVIC CAMP UTIL	34.83	
			001 - 522 50 47 00 -		FD FACILITIES - UTILITIES	556.07	
			001 - 524 10 47 01 -		CIVIC CAMPUS UTILITY-BUILDIN	63.45	
			401 - 534 50 47 01 -		CIVIC CAMPUS UTILITIES-WATE	57.55	
			403 - 535 50 47 00 -		UTILITIES	2,856.82	
			403 - 535 50 47 01 -		CIVIC CAMPUS UTILITIES-SEWEI	41.86	
			402 - 537 50 47 01 -		CIVIC CAMPUS UTILITES - GARB	4.38	
			101 - 542 30 47 01 -		CIVIC CAMPUS UTILITIES-STREE	7.91	
			101 - 543 30 47 01 -		CIVIC CAMPUS UTILITIES-STREE	21.13	
			128 - 547 10 47 01 -		CIVIC CAMPUS UTILITIES-TRAN!	17.69	
			001 - 558 60 47 01 -		CIVIC CAMPUS UTILITIES-PLAN!	55.04	
			001 - 576 80 47 01 -		CIVIC CAMPUS U TILITIES-PARK	16.47	
310	01/22/2024	Claims	2	107847	PETTY CASH	5.39	MISC RECEIPTS - 01/2024
			001 - 511 60 31 01 -		SUPPLIES	5.39	
311	01/22/2024	Claims	2	107848	POULIN'S, INC	17.00	PLUG, OIL & AIR FILTER - WATER VAN VEH #1014

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			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			17.00	
312	01/22/2024	Claims	2	107849	QUADIENT FINANCE USA, INC.	1,000.00	POSTAGE - 01/2024
			001 - 513 10 42 01 - COMMUNICATION			34.70	
			001 - 514 23 42 00 - COMMUNICATIONS			530.61	
			001 - 514 30 42 00 - COMMUNICATIONS			221.81	
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			33.68	
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			2.37	
			001 - 524 20 42 00 - COMMUNICATION-BUILDING			53.20	
			401 - 534 50 42 00 - COMMUNICATION			41.21	
			403 - 535 50 42 00 - COMMUNICATION			41.21	
			402 - 537 50 42 00 - COMMUNICATION			41.21	
313	01/22/2024	Claims	2	107850	REPUBLIC PUBLISHING CO	2,665.00	2024 CITY HALL DAILY SUBSCRIPTION RENEWAL; NOTICE OF 2024 PUBLIC MEETINGS; NOTICE OF ENVIRONMENTAL REVIEW - CITY OF UNION GAP/SEWER LIFT STATION
			001 - 511 60 44 01 - ADVERTISING			1,820.40	
			001 - 511 60 49 00 - MISCELLANEOUS			480.60	
			001 - 558 60 44 00 - ADVERTISING			364.00	
314	01/22/2024	Claims	2	107851	SCHUKNECTS POLYGRAPH SERVICE	400.00	UGPD - PRE-EMPLOYMENT POLYGRAPH TESTS 01/09/2024 - B. GONZALEZ & D. EAGY
			001 - 521 10 41 00 - PD ADMIN PROFESSIONAL SER			400.00	
315	01/22/2024	Claims	2	107852	THE JANITOR'S CLOSET	662.00	CIVIC CENTER SUPPLIES - TOILET PAPER, M-FOLD TOWELS, SOAP & CAN LINERS
			001 - 513 10 41 02 - CIVIC CAMPUS JANITORIAL			33.37	
			001 - 514 23 41 03 - CIVIC CAMPUS JANITORIAL-FIN			46.55	
			001 - 514 30 41 02 - CIVIC CAMPUS JANITORIAL - CL			41.86	
			001 - 515 31 41 05 - CIVIC CAMPUS JANITORIAL -LE			20.25	
			001 - 521 50 41 01 - PD FACILITIES CIVIC CAMPUS J/			423.81	
			001 - 524 20 41 02 - CIVIC CAMPUS JANITORIAL-BUI			21.37	
			401 - 534 50 41 03 - CIVIC CAMPUS JANITORIAL-WA			19.38	
			403 - 535 50 41 04 - CIVIC CAMPUS JANITORIAL-SEV			14.09	
			402 - 537 50 41 03 - CIVIC CAMPUS JANITORIAL-GAI			1.48	
			101 - 542 30 41 03 - CIVIC CAMPUS JANITORIAL-STF			2.67	
			101 - 543 30 41 02 - CIVIC CAMPUS JANITORIAL-STF			7.12	
			128 - 547 10 41 03 - CIVIC CAMPUS JANITORIAL-TR/			5.96	
			001 - 558 60 41 02 - CIVIC CAMPUS JANITORIAL-PL/			18.54	
			001 - 576 80 41 02 - CIVIC CAMPUS JANITORIAL-PA/			5.55	
316	01/22/2024	Claims	2	107853	THE PRINT GUYS INC.	570.06	BACK FLOW REPORT
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			570.06	
317	01/22/2024	Claims	2	107854	THE REAL YELLOW PAGES	211.57	PARK AD - WHITE & YELLOW PAGES - 01/2024
			001 - 576 80 44 00 - ADVERTISING			211.57	
318	01/22/2024	Claims	2	107855	PATRICK THOMPSON	174.70	MEDICARE PREMIUM - 01/2024
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			174.70	
319	01/22/2024	Claims	2	107856	UNITED STATES POSTMASTER	885.91	UB POSTAGE - 01/2024
			401 - 534 50 42 00 - COMMUNICATION			295.30	
			403 - 535 50 42 00 - COMMUNICATION			295.30	
			402 - 537 50 42 00 - COMMUNICATION			295.31	
320	01/22/2024	Claims	2	107857	UNUM LIFE INSURANCE	135.30	LEOFF 1 LONG TERM CARE -
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			135.30	

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321	01/22/2024	Claims	2	107858	VIC'S AUTO & SUPPLY UNION GAP - PW	315.77	STARTER FOR PARKS FORD 3600 TRACTOR & 3" DIAMETER SEALED CM MARKER; OIL DRY ABSORBENT & 1A MAINTAINER CHARGER
					401 - 534 50 31 00 - SUPPLIES	6.27	
					401 - 534 50 35 00 - SMALL TOOLS & EQUIPMENT	4.33	
					403 - 535 50 31 00 - SUPPLIES	6.27	
					403 - 535 50 35 00 - SMALL TOOLS & EQUIPMENT	4.33	
					402 - 537 50 31 00 - SUPPLIES	6.27	
					402 - 537 50 35 00 - SMALL TOOLS & EQUIPMENT	4.33	
					101 - 542 30 31 00 - SUPPLIES	6.35	
					101 - 542 30 31 00 - SUPPLIES	6.27	
					101 - 542 30 35 00 - SMALL TOOLS & EQUIPMENT	4.33	
					001 - 576 80 31 00 - SUPPLIES	6.28	
					001 - 576 80 35 00 - SMALL TOOLS & EQUIPMENT	4.31	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	256.43	
322	01/22/2024	Claims	2	107859	WA CITIES INS. AUTHORITY	599,353.00	2024 MEMBER ASSESSMENT
					001 - 511 60 46 01 - WCIA INSURANCE	10,720.00	
					001 - 513 10 46 00 - INSURANCE	29,641.00	
					001 - 514 23 46 00 - WCIA INSURANCE	46,184.00	
					001 - 514 30 46 00 - WCIA INSURANCE	22,775.00	
					001 - 515 31 46 00 - WCIA INSURANCE	10,200.00	
					001 - 518 20 46 00 - INSURANCE	8,328.00	
					001 - 521 10 46 00 - PD ADMIN WCIA INSURANCE	293,612.00	
					001 - 522 10 46 00 - WCIA INSURANCE-FIRE	23,563.00	
					001 - 524 20 46 00 - WCIA INSURANCE-BUILDING	17,191.00	
					401 - 534 50 46 00 - WCIA INSURANCE	44,350.00	
					403 - 535 50 46 00 - WCIA INSURANCE	27,311.00	
					402 - 537 50 46 00 - WCIA INSURANCE	4,436.00	
					101 - 542 30 46 00 - WCIA INSURANCE	6,140.00	
					101 - 543 30 46 00 - WCIA INSURANCE	9,207.00	
					001 - 558 60 46 00 - WCIA INSURANCE	14,946.00	
					001 - 576 80 46 00 - WCIA INSURANCE	30,749.00	
323	01/22/2024	Claims	2	107860	WA LAW ENFORCEMENT INFORMATION & RECORDS	150.00	2024 MEMBERSHIP RENEWAL - A. TOWLE & R. PINA; 2024 MEMBERSHIP RENEWAL - T. LOPEZ
					001 - 514 30 49 00 - MISCELLANEOUS	50.00	
					001 - 521 10 49 00 - PD ADMIN MISCELLANEOUS	50.00	
					001 - 521 10 49 01 - PD CLERICAL MISCELLANEOUS	50.00	
324	01/22/2024	Claims	2	107861	WA STATE DEPT OF AGRICULTURE	75.00	WSDA PESTICIDE LICENSE EXAM FEE 02/06/2024 - B. CORT
					101 - 542 70 49 00 - MISCELLANEOUS	75.00	
325	01/22/2024	Claims	2	107862	WA STATE DEPT OF AGRICULTURE	75.00	WSDA PESTICIDE LICENSE EXAM FEE 02/06/2024 - H. MASON
					101 - 542 70 49 00 - MISCELLANEOUS	75.00	
326	01/22/2024	Claims	2	107863	WA STATE DEPT OF ENTERPRISE SVC	400.00	2024 LESO/1033 PROGRAM ANNUAL PARTICIPATION FEE 01/01/2024-12/31/2024
					001 - 521 10 49 00 - PD ADMIN MISCELLANEOUS	400.00	
327	01/22/2024	Claims	2	107864	WEAVER DISTRIBUTING	40.60	3/8" X 1 1/4" FORGED LIFTING EYE BOLTS; 5/16-18 X 1/2 KNURLED PT SOCKET SET SCREWS
					401 - 534 50 31 00 - SUPPLIES	13.09	
					101 - 542 30 31 00 - SUPPLIES	27.51	

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328	01/22/2024	Claims	2	107865	WELLS FARGO VENDOR FIN SERV	1,025.91	KYOCERA TASKFA 60541CI LEASE - 01/2024
					001 - 591 11 70 09 - SBITA TECH LEASE - LEGISLATIV	2.43	
					001 - 591 13 70 09 - SBITA TECH LEASE - EXECUTIVE	20.69	
					001 - 591 14 70 09 - SBITA TECH LEASE - FINANCE	487.81	
					001 - 591 14 77 09 - SBITA TECH LEASE - CLERK	184.90	
					001 - 591 17 70 09 - SBITA TECH LEASE - WELLNESS	0.05	
					001 - 591 21 70 09 - SBITA TECH LEASE - POLICE ADI	8.42	
					001 - 591 24 70 09 - SBITA TECH LEASE - BUILDING	294.69	
					401 - 591 34 70 09 - SBITA TECH LEASE - WATER	8.92	
					403 - 591 35 70 09 - SBITA TECH LEASE - SEWER	8.92	
					402 - 591 37 70 09 - SBITA TECH LEASE - GARBAGE	8.92	
					001 - 591 76 70 09 - SBITA TECH LEASE - PARKS	0.16	
329	01/22/2024	Claims	2	107866	YAKIMA CO AUDITOR	18.00	UTILITY LIEN RECORDING FEE - UB ACCT #12371 - 1921 S. 7TH AVE - GARBAGE COLLECTION/DISP
					402 - 537 50 49 00 - MISCELLANEOUS	18.00	
330	01/22/2024	Claims	2	107867	YAKIMA COOPERATIVE ASSN	1,066.54	BULK PROPANE - 292.8000 GALLONS - AHTANUM YOUTH PARK & 154.6000 GALLONS - YB; PROPANE FOR PARKS - 17.5000 GALLONS - 01/08/2024
					001 - 576 80 32 00 - FUEL	1,009.87	
					001 - 576 80 32 00 - FUEL	56.67	
331	01/22/2024	Claims	2	107868	YAKIMA VALLEY CONFERENCE	7,234.00	2024 MEMBERSHIP ASSESSMENT
					001 - 511 60 49 02 - YAKIMA VALLEY C.O.G.	7,234.00	
332	01/22/2024	Claims	2	107869	YAKIMA VALLEY CONFERENCE	9,738.00	2024 LOCAL CRIME LAB MATCHING CONTRIBUTION
					001 - 521 10 41 03 - YVCOG - CRIME LAB SERVICES	9,738.00	
333	01/22/2024	Claims	2	107870	YAKIMA VALLEY OFFICE OF	6,660.00	2024 ANNUAL EMERGENCY MANAGEMENT PER CAPITA ASSESSMENT
					001 - 525 60 49 02 - FD EMERGENCY MANAGEMENT	6,660.00	
334	01/22/2024	Claims	2	107871	YAKIMA VALLEY TOURISM	4,901.00	ADVERTISING CONTRACT FOR 2024 OFFICIAL TRAVEL GUIDE & 2024 YAKIMA CO MAP AD
					108 - 557 30 44 08 - ADVERTISING-YAK VALLEY TOU	4,901.00	
						595,999.94	
						16,627.86	
						9,140.00	
						1,616.21	
						8,960.00	
						24.40	
						113.13	
						51,801.29	
						5,499.33	
						32,437.07	
						122.37	
						722,341.60	Claims:
						722,341.60	