

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY OCTOBER 14, 2019 – 6:00 P.M.
CITY HALL, 102 W. AHTANUM ROAD, UNION GAP

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 September 23, 2019 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Payroll Vouchers – EFT's, and Voucher Nos. 100025 through 100032 for October 14, 2019, in the amount of \$527,218.91

Claims Vouchers – EFT's, and Voucher Nos. 100024 and 100033 through 100127 for October 14, 2019, in the amount of \$9,138,764.88

III. ITEMS FROM THE AUDIENCE: - First Opportunity -The City Council will allow comments under this section on items NOT already on the agenda. Where appropriate, the public will be allowed to comment on agenda items as they are addressed during the meeting. Please signal staff or the chair if you wish to take advantage of this opportunity. 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

IV. GENERAL ITEMS

City Manager

Service Award – Chase Kellogg

Public Hearing

Comprehensive Plan Amendment and Site Specific Change of Zoning Application

Public Works & Community Development

1. Ordinance No. - _____ - Amendment to Comprehensive Plan
2. Ordinance No. - _____ - Rezone Application No. 2019.0145.RZ0001
3. Resolution No. - _____ - WA State Department of Ecology Application – Ahtanum Road and Main Street Stormwater Improvements
4. Resolution No. - _____ - Supplemental Agreement No. 3 - JUB Engineers– Regional Beltway Connector Project
5. Resolution No. – Yakima County SIED Program Application – The YAK, LLC. Project

City Manager

1. Resolution No. - _____ - STEM Program Contract

Police

- Resolution No. - _____ - U.S. Cellular Police Cell Phone Contract

City Attorney

1. Ordinance No. - _____ - Assignment of a Non-Exclusive Franchise Agreement – Wholesail Networks, LLC.
2. Discussion – Transfer of Craft Night Reserve Fund Proceeds to Library Non-Profit

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: October 14, 2019

From: Arlene Fisher, City Manager

Topic / Issue: Service Award – Sergeant Chase Kellogg

SYNOPSIS: The City would like to present a service award to Sergeant Chase Kellogg for 23 years of service with the City.

RECOMMENDATION: Present a service award to Sergeant Chase Kellogg.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: October 14, 2019
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Public Hearing – Comprehensive Plan Amendment and Site Specific Change of Zoning Application

SYNOPSIS: At the September 23, 2019 meeting, the Council set a Public Hearing tonight at 6:00 p.m.

This Public Hearing is to consider oral and written comments, for an amendment to the City of Union Gap Comprehensive Plan and site-specific change of zoning.

RECOMMENDATION: Conduct a Public Hearing.

LEGAL REVIEW: Reviewed by the City Attorney

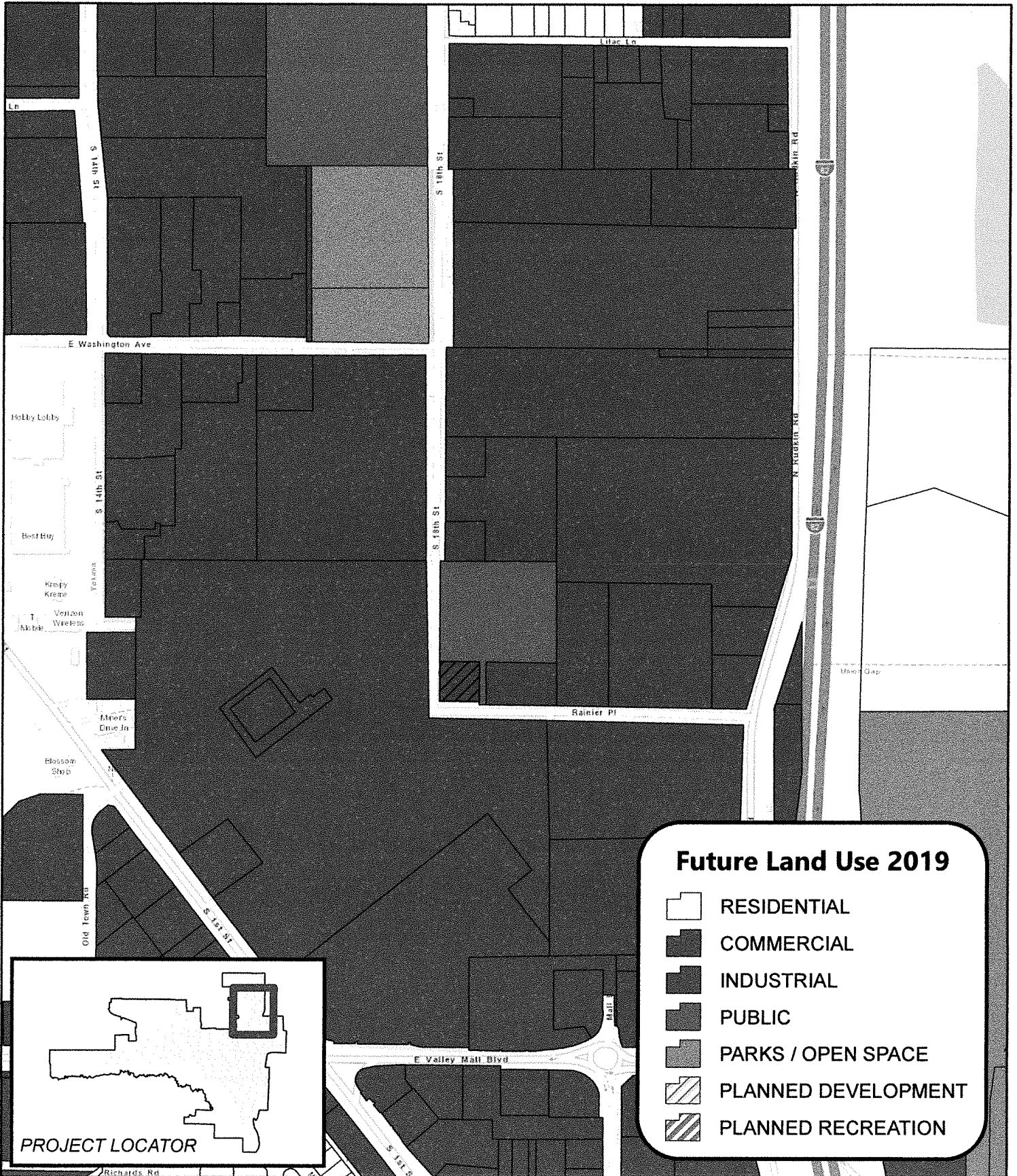
FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:







ADDITIONAL OPTIONS: N/A

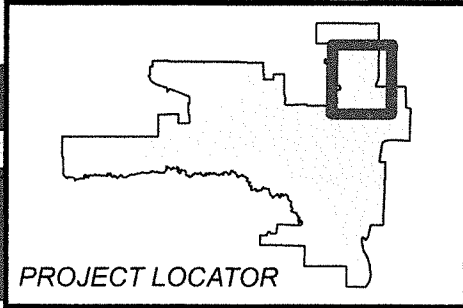
ATTACHMENTS: 1. Future Land Use Map
2. Public Hearing Notice


City of Union Gap, WA Future Land Use (FLU) Map Update

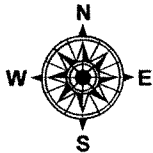


Future Land Use 2019

-  RESIDENTIAL
-  COMMERCIAL
-  INDUSTRIAL
-  PUBLIC
-  PARKS / OPEN SPACE
-  PLANNED DEVELOPMENT
-  PLANNED RECREATION



 Designation Change - Public to Commercial



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

NOTICE IS HEREBY GIVEN that on Monday, October 14, 2019, commencing 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 consider an amendment to the Comprehensive Plan future land use map to change the future land use designation of the following described property from "Public" to "Commercial" and to consider the rezone of the same property from "Public Building (PBD)" to "Regional Commercial (C-2)". The parcel is general described as follows: Parcel number 19133242014. The West 150 feet of the North 150 feet of the Northwest Quarter of the Southeast Quarter of Section 32, Township 13, Range 19, at the Northeast corner of the intersection of South 18th Street and Rainer Place.

The public hearing on the proposed revisions will be held in the Council Chambers, Union Gap Civic Center, 102 West Ahtanum Road, Union Gap, Washington. All persons wishing to offer comment are encouraged to attend. Comments may also be submitted in writing to the City Clerk, 102 West Ahtanum Road, Union Gap, WA 98903 until October 14, 2019 at 5:00 p.m. or by e-mail at karen.clifton@uniongapwa.gov until 5:00 p.m. After the hearing, the City Council will make a final determination concerning the proposed revisions.

Dated this 26th day of September, 2019



Karen Clifton, City Clerk



City Council Communication

Meeting Date: October 14, 2019
From: Dennis Henne, Public Works & Community Development
Topic/Issue: Ordinance – Amendment to Comprehensive Plan

SYNOPSIS: An Ordinance authorizing an AMENDMENT to the Comprehensive Plan designation from "Public" to "Commercial" of the following property: The West 150 feet of the North 150 feet of the South 160 feet of the Northwest Quarter of the Southeast Quarter of Section 32, Township 13, Range 19 East. Tax Parcel 191332-42014.

RECOMMENDATION: Adopt an Ordinance amending the City of Union Gap Comprehensive Plan Future Land Use Map to change the land use designation of one (1) individual parcel from Public (P) to Commercial (C).

LEGAL REVIEW: Reviewed by the City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: On August 27, 2019, the Union Gap Planning Commission conducted an open record hearing on the application. After considering all the testimony submitted the Planning Commission recommends that the Union Gap City Council approve the request to change the land use designation of tax parcel 191332-42014 (0.52 acres) from "Public" to "Commercial" on the "Future Land Use Map" in the Union Gap Comprehensive Plan.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Ordinance
2. Future Land Use Map
3. 08/27/2019 Planning Commission Meeting Minutes

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the Union Gap Comprehensive Plan.

WHEREAS, in compliance with the Washington State Growth Management Act (GMA), the City of Union Gap adopted a Comprehensive Plan; and

WHEREAS, in accordance with UGMC Section 19.90.030, amendments to the comprehensive plan may be suggested by any person, including applicants, citizens, commissioners and staff of other agencies and amendments to the Comprehensive Plan shall be considered no more frequently that once every year; and

WHEREAS, the City of Union Gap made an application to change the Union Gap Comprehensive Plan Future Land Use Map designation for the property known as the old City Police Department building, Parcel 19133242014, The West 150 feet of the North 150 feet of the Northwest Quarter of the Southeast Quarter of Section 32, Township 13, Range 19, at the Northeast corner of the intersection of South 18th Street and Rainier Place; and

WHEREAS, the application requested that the future land use designation of the above described property be changed from “Public” to “Commercial”; and,

WHEREAS, the City of Union Gap Planning Commission has reviewed the application at a public hearing, as required by the GMA; and

WHEREAS, the Planning Commission found that the proposed change to the Comprehensive Plan is in conformity with the requirements of the GMA and the City of Union Gap's Comprehensive Plan amendment policies; and

WHEREAS, the Planning Commission finds that the amendment is in harmony with the purposes set forth in the Comprehensive Plan, and that the public use and interest will be served;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, AS FOLLOWS:

Section 1. Findings and Conclusions. The Union Gap City Council hereby adopts the following findings and conclusions:

- 1) *Internal Consistency.* The Comprehensive Plan amendment is internally consistent.
 - a. The policies within and among elements are complementary, not contradictory. Both together and separately, they further the goals of the GMA.
 - b. The Comprehensive Plan contains policies, implementation measures, and procedures which provide tor its review and

adjustment if internal conflicts are identified.

2) *Public Participation.* The public review process for the Comprehensive Plan update included public hearing before the Union Gap Planning Commission on August 27, 2019 and a public hearing held before the Union Gap City Council on October 14, 2019. Notices of public hearings and the nature of the proposed changes were given by publications in the official newspaper of the City at least 10 days prior to the date of the hearings.

3) *State Environmental Policy Act.* A Notice of Environmental Review and preliminary threshold determination were circulated to SEP A reviewing agencies. Comments relevant to the proposed Comprehensive Plan amendments were received and entered into the record. At the end of the 15-day comment period, a Determination of Nonsignificance was issued.

4) *Department of Commerce 60-day Review.* The comprehensive plan was submitted upon Planning Commission recommendation to Commerce for the mandatory 60-day review.

5) The public use and interest will be served.

Section 2. Decision. The Union Gap City Council approves the request to change the land use designation of tax parcel 19133242014 from “Public” to “Commercial” on the “Future Land Use Map” in the Union Gap Comprehensive Plan.

Section 3. Transmittal to State. This Ordinance shall be submitted to the Washington Department of Commerce for their records within 10 days of adoption.

Section 4. Severability/Validity. The provisions of this ordinance are declared separate and severable. If any section, paragraph, subsection, clause or phrase of this ordinance for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The City Council hereby declares that they would have passed this ordinance and each section, paragraph, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, paragraphs, clauses or phrases were unconstitutional or invalid.

Section 5. Effective Date. This Ordinance shall be in full force and effect 5 days after its passage and publication as required by law.

ADOPTED by the City Council of the City of Union Gap, Yakima County, Washington, at a regular meeting held on October 14, 2019.

Roger Wentz, City Mayor

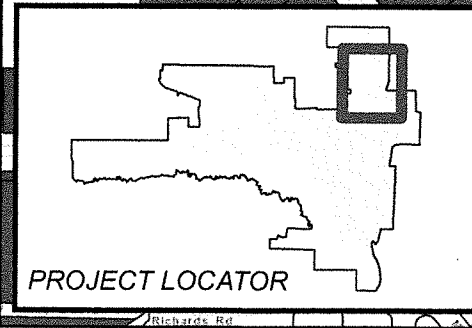
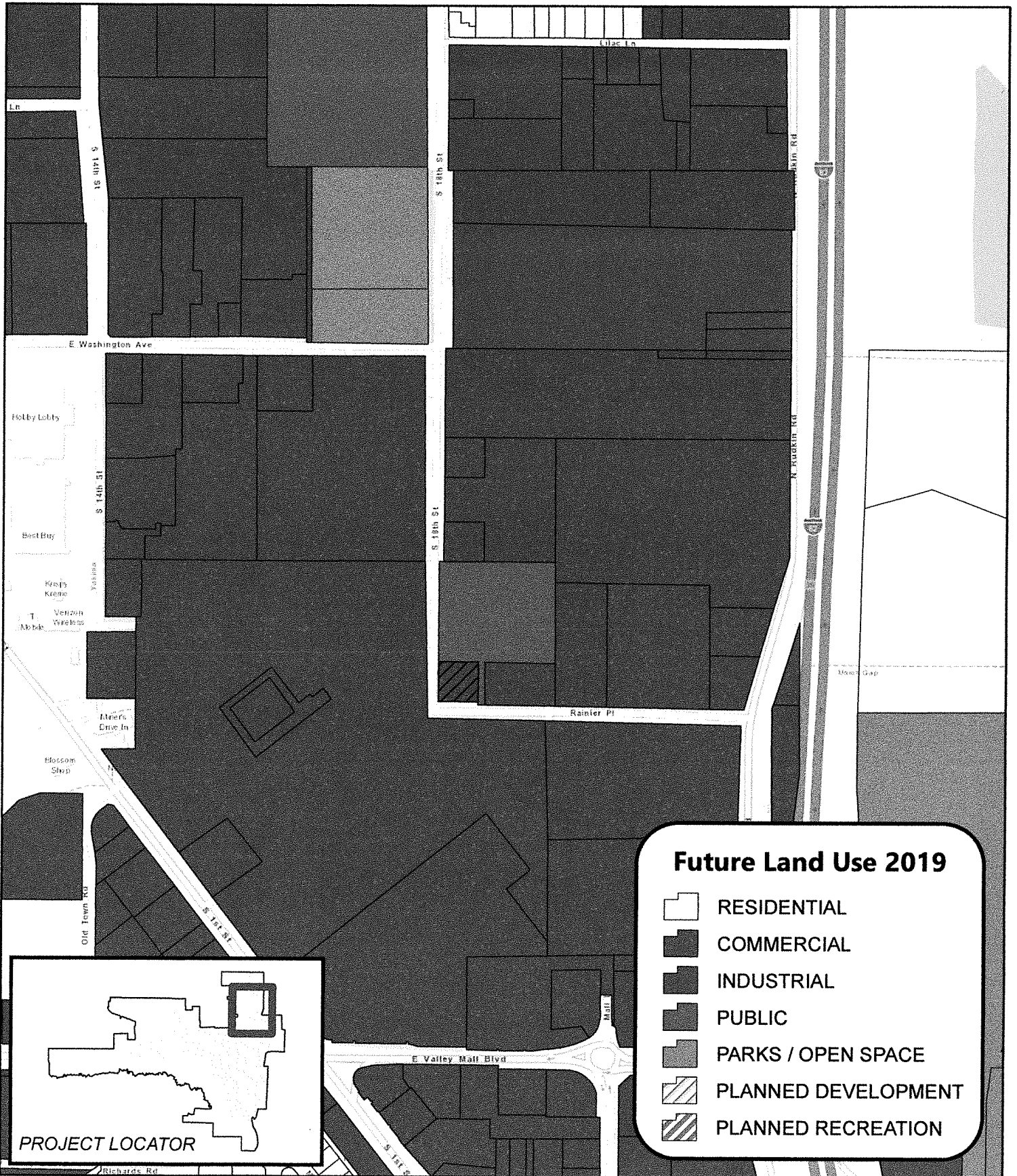
ATTEST:


APPROVED AS TO FORM:

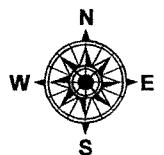
Karen Clifton, City Clerk

Bronson Brown, City Attorney

City of Union Gap, WA Future Land Use (FLU) Map Update



 Designation Change - Public to Commercial



**UNION GAP PLANNING COMMISSION
REGULAR MEETING OF
August 27, 2019**

Call to Order:

The Public Hearing of the Union Gap Planning Commission was called to order by Chairman Mike Moore at 6:00 p.m.

**Planning Commission
Members Present:**

Chairman Mike Moore, Commissioner Dave Hansen, Commissioner Rick Cecil, Commissioner Jack Galloway, and Commissioner Jeff Shoemaker were present.

Staff Present:

Dennis Henne, PW & CD Director; Jason Cavanaugh, Building Official; Mike Shuttleworth, Planner with Yakima Valley Conference of Government and Jenny Valle, Administrative Secretary were present.

APPROVAL OF MINUTES:

Motion made by Commissioner Hansen, second by Commissioner Cecil to approve the Regular & Study Session Meeting minutes of July 23, 2019: Motion carried unanimously.

Public Hearing:

Chairman Moore opened the hearing for the Rezone and Comprehensive Plan Amendment for the former Union Gap Police Department. No comments received from the audience. Planner Shuttleworth read the staff report for the Rezone and Comprehensive Plan Amendment and stated that Commercial use would be consistent with the vicinity of this parcel. Chairman Moore called for a motion to move forward with such applications. Motion made by Commissioner Cecil, second by Commissioner Galloway to approve the Rezone: Motion carried unanimously. Motion made by Commissioner Galloway, second by Commissioner Cecil to approve the Comprehensive Plan Amendment: Motion carried unanimously. Chairman Moore closed the public hearing.

Regular Meeting:

Chairman Moore continued with the next item on the agenda, Storage Containers Ordinance. Building Official stated that changes requested by commissioners at the previous meeting, had been completed. Chairman Moore asked for a motion to approve the Storage Containers Ordinance; Motion by Commissioner Hansen, second by Commissioner Shoemaker: Motion carried unanimously.

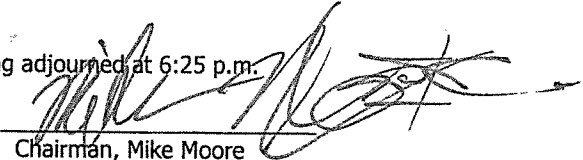
Chairman Moore moved on to the next item on the agenda, Sign Ordinance discussion. Building Official began discussion by stating that digital, electronic signs were becoming more popular and that the City had no ordinance to govern items such as flashing, static, brightness and so on that can cause distractions that can lead to accidents. Commissioner Galloway stated that he agrees that such signs can be blinding. Building Official Cavanaugh and Planner Shuttleworth reminded commissioners that content on a sign couldn't be regulated, due to the first amendment, freedom of speech. Building Official stated that new Billboards are not allowed within City of Union Gap jurisdictions, and that our current sign ordinance addresses that and size is also somewhat regulated, and is based on linear square footage of street frontage of the lot.

Chairman Moore asked if anyone had any issues with the next meeting, September 24th. Planning Commissioners stated they did not have issues with the next meeting date.

Commissioner Galloway stated that he had code enforcement questions, such as what can be done to make it easier for the Code Enforcement Officer to handle issues like towing vehicles and animal control. Chairman Moore stated that this was not the place to address those codes. Director Henne stated that he had spoken with the Code Enforcement officer and informed him that such items were for Council to look at.

MEETING ADJOURNED:

There being no further discussion, meeting adjourned at 6:25 p.m.


Chairman, Mike Moore

ATTEST:


Jenny Valle, Administrative Secretary



City Council Communication

Meeting Date: October 14, 2019
From: Dennis Henne, Public Works & Community Development
Topic/Issue: Ordinance - Rezone Application No. 2019.0145.RZ0001

SYNOPSIS: An Ordinance authorizing a change of zoning from "Public Building" (PB) to "Regional Commercial" (C-2) of the following property: The West 150 feet of the North 150 feet of the South 160 feet of the Northwest Quarter of the Southeast Quarter of Section 32, Township 13, Range 19 East. Tax Parcel 191332-42014.

RECOMMENDATION: Adopt an Ordinance authorizing the rezone of one (1) individual parcel, Tax Parcel 191332-42014 from Public Building (PB) to Regional Commercial (C-2).

LEGAL REVIEW: Reviewed by the City Attorney.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: On August 27, 2019, the Union Gap Planning Commission conduct an open record hearing on the application. After considering all the testimony submitted, the Planning Commission recommends that the Union Gap City Council rezone parcel number 19133242014 from the "Public Building" (PB) to "Regional Commercial" (C-2) zoning district in accordance with the application.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Ordinance
2. Future Land Use Map

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the City of Union Gap Official Zoning Map to rezone an individual parcel from “Public Building” (PBD) to “Regional Commercial ” (C-2); and,

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, the City of Union Gap has made an application, for a site-specific rezone of 1 individual parcel from “Public Building” (PBD) to “Regional Commercial” (C-2); and

WHEREAS, the City of Union Gap City Council did pass Ordinance _____, adopting the City of Union Gap Comprehensive Plan ‘Future Land Use Map’.

WHEREAS, the sites included in this proposed rezone and surrounding lands are designated on the City of Union Gap Comprehensive Plan ‘Future Land Use Map’ as Regional Commercial; and,

WHEREAS, the City of Union Gap Planning Commission did advertise and held a public hearing for the purpose of hearing testimony for and against the proposed City application for site specific rezone of one individual parcel from “Public Building” (PBD) to “Regional Commercial” (C-2). All persons present and desiring to speak for or against or in relation to the proposed rezone were given a full and complete opportunity to be heard; and,

WHEREAS, City of Union Gap Planning Commission, after considering all written and verbally testimony, did recommend Approval of the City rezone application for parcel 19133242014; and,

WHEREAS, the Council has considered the Planning Commission’s recommendation of APPROVAL at a hearing, and the Council was satisfied that the matter has been sufficiently considered; and,

WHEREAS, the Council concurs with the Planning Commission’s findings of fact and conclusions and adopts the same by reference hereto; now, therefore,

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

Section 1. Findings. The recitals set forth above are incorporated herein as the City Council’s Findings.

Section 2. Amendment. The following described real property is hereby

reclassified from "Public Building" (PBD) to "Regional Commercial" (C-2):

Tax Parcel No. 19133242014

The West 150 feet of the North 150 feet of the Northwest Quarter of the Southeast Quarter of Section 32, Township 13, Range 19, at the Northeast corner of the intersection of South 18th Street and Rainier Place

Section 3. Effective Date: This ordinance shall become effective five (5) days following legal publication of this ordinance or a summary of this ordinance.

ORDAINED this 14th day of October 2019.

Roger Wentz, Mayor

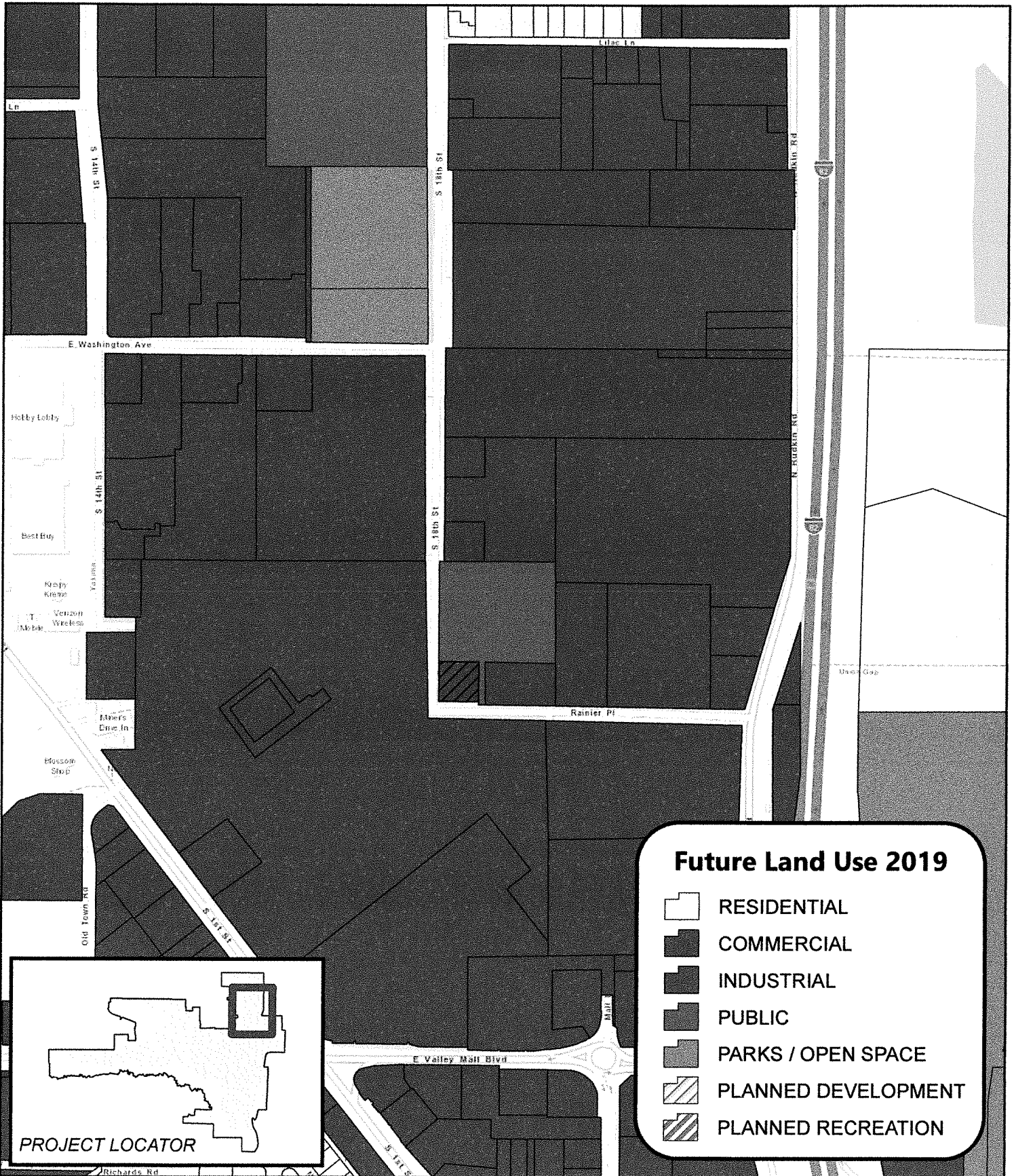
ATTEST:

APPROVED AS TO FORM:






Karen Clifton, City Clerk

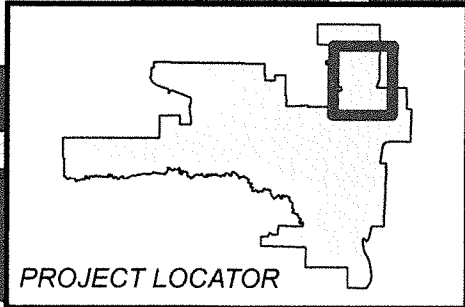
Bronson Brown, City Attorney


City of Union Gap, WA Future Land Use (FLU) Map Update

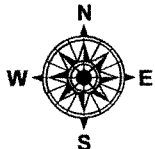


Future Land Use 2019

-  RESIDENTIAL
-  COMMERCIAL
-  INDUSTRIAL
-  PUBLIC
-  PARKS / OPEN SPACE
-  PLANNED DEVELOPMENT
-  PLANNED RECREATION



 Designation Change - Public to Commercial





City Council Communication

Meeting Date: October 14, 2019
From: David Dominguez; Civil Engineer
Topic/Issue: Resolution – WA State Department of Ecology Application – Ahtanum Road and Main Street Stormwater Improvements

SYNOPSIS: The purpose of this application between the City and the Washington State Department of Ecology is to provide funds to carry out the requirements described in reference to the Water Quality Combined Financial Assistance Grant. This project will reduce untreated stormwater discharges directed to Spring Creek and Wide Hollow Creek and ultimately to the Yakima River by intercepting and redirecting storm drainage for storage and treatment.

Total Estimated Project Cost	\$	2,510,100
405 Sewer Improvement Reserve Fund – 15% Match	\$	376,515
Grant Request	\$	2,133,585

RECOMMENDATION: Adopt a resolution authorizing staff to submit an application with the Washington State Department of Ecology.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: The Sewer Improvement Reserve Fund 405 fund balance is \$1,455,937.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to submit a Water Quality Combined Financial Assistance application with the Washington State Department of Ecology;

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 programs and for various projects targeting stormwater drainage issues;

WHEREAS, the City of Union Gap has identified existing drainage facilities on Ahtanum Road and Main Street where it discharge untreated stormwater directly into Spring Creek a tributary of Yakima River, which can be eliminated or addressed through Best Management Practices;

WHEREAS, the City of Union Gap would like to obtain DOE financial assistance to help in addressing the drainage issue identified as the Ahtanum Road and Main Street Stormwater Project.

WHEREAS, it is the desire of the City Council to submit a SFY21 application for the purpose of obtaining the grant funding;

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

Staff is authorized to submit an application with the Washington State Department of Ecology for Ahtanum Road and Main Street Stormwater Project.

PASSED this 14th day of October, 2019.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: October 14, 2019
From: David Dominguez, Civil Engineer
Topic/Issue: Resolution – Supplemental Agreement No. 3 - JUB Engineers - Regional Beltway Connector Project

SYNOPSIS: JUB Engineers, Inc. provides the City with Professional Engineering in reference to the Regional Beltway Connector Project. The City desires to supplement Agreement Number 30-16-057, entered into on August 9, 2016, with JUB Engineers Inc. for the following:

- Provide environmental, right of way and design revisions per attached Exhibit A including subconsultants for right of way, environmental, and additional geotechnical investigation;
- Increase Total Amount Authorized and Management Reserve by \$1,037,190 for a new Maximum Amount Payable of \$2,430,900.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign Supplemental Agreement Number 3 with JUB Engineers, Inc. for environmental, right of way and design revisions per attached Exhibit A including subconsultants for right of way, environmental, and additional geotechnical investigation in regards to the Regional Beltway Project.

LEGAL REVIEW: The City Attorney has reviewed the resolution and supplemental agreement.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Supplemental Agreement No. 3 - JUB Engineers, Inc.

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign Supplemental Agreement No. 3 to project J-U-B PRJ No. 30-16-057 with JUB Engineers Inc. for the Regional Beltway Connector Project.

WHEREAS, the City entered into a Professional Engineering services agreement with JUB Engineers Inc. on August 9, 2016;

WHEREAS, JUB Engineers Inc. will provide environmental, right of way and design revisions per attached Exhibit A including subconsultants for right of way, environmental, and additional geotechnical investigation;

WHEREAS, the revised project completion date will be December 31, 2022; and

WHEREAS, the Council desires to amend Section V: PAYMENT as follows: Increase Total Amount Authorized and Management Reserve by \$1,037,190 for a new Maximum Amount Payable of \$2,430,900;

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

That the City Manager is authorized to sign Supplemental Agreement No. 3 to project J-U-B PRJ No. 30-16-057 with JUB Engineers Inc. for the Regional Beltway Connector Project.

PASSED this 14th day of October, 2019.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



CS

Supplemental Agreement Number <u>3</u>		Organization and Address	
Original Agreement Number 30-16-057		J-U-B Engineers, Inc. 2810 W. Clearwater Ave., Ste 201 Kennewick, WA 99336	
Project Number J-U-B PRJ No. 30-16-057		Execution Date August 9, 2016	Completion Date December 31, 2022
Project Title Regional Beltway Connector Project		New Maximum Amount Payable \$2,430,900.00	
Description of Work This Regional Beltway Connector (RBC) Project will establish a federally classified arterial from Main Street near the Interstate 82 and US 97 Interchange (South Union Gap Interchange) to Ahtanum Road. This new arterial east/west arterial, will provide controlled access through mostly undeveloped commercial and industrial property. This supplement will provide additional scope for design, environmental and support for right-of-way. The supplement revisions will extend the schedule for environmental approval a year.			

The Local Agency of City of Union Gap
desires to supplement the agreement entered in to with J-U-B Engineers, Inc.
and executed on August 8, 2016 and identified as Agreement No. 30-16-057

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.
The changes to the agreement are described as follows:

I
Section 1, SCOPE OF WORK, is hereby changed to read:
CONSULTANT (J-U-B Engineers, Inc.) will provide environmental, right of way and design revisions per attached Exhibit A including subconsultants for right of way, environmental, and additional geotechnical investigation.

II
Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: Extend project one year. Revised project completion date December 31, 2022.

III
Section V, PAYMENT, shall be amended as follows:
Increase Total Amount Authorized and Management Reserve by \$1,037,190.00, for a new Maximum Amount Payable of \$2,430,900.00

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.
If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Ben W. Volk, PE, Area Manager

By: _____

B. Volk

Consultant Signature

Approving Authority Signature

Date

This Supplement includes an addition scope due to delays with BNSF reviews and policy changes. BNSF reviews have taken a combined 550 days of review for the concept and 30% submittals. The Conceptual Review was submitted to BNSF Railway May 30, 2017. We received comments May 18, 2018. The 30% submittal was October 16, 2019 with comments received May 1, 2019. Although not included in the design review comments, we have also learned that BNSF Railway has revised their design policies to restrict the use of Mechanically Stabilized Earth (MSE) walls. The MSE walls will need to be redesigned to a different type. **Due to delays, this supplement requests a 12 month extension.**

This Supplement includes the extension of the project to connect to West Pine Street in the vicinity of LaSalle High School. This Supplement includes the extension of access road(s) into Fullbright Park. These new sections of roadways will require supplemental environmental Section 106 by Subconsultant Reis Landreau Research (RLR) and geotechnical investigation by GeoProfessional Innovation (GPI).

This Supplement includes Right of Way tasks that were originally planned to be done under Local Agency Agreement by another agency. Due to their workload, Consultant assistance is needed for the appraisal, relocation, and property acquisition. This supplement includes the addition of Universal Field Services (UFS) for right of way and relocation work.

DUTIES AND RESPONSIBILITIES OF CONSULTANT

TASK 1 PROJECT ADMINISTRATION

CONSULTANT shall provide the Project Management and Stakeholder Involvement.

Subtask 1.1 Project Management

This task includes the preparation of monthly invoices and status reports, overall project coordination, coordination with other consultants, monitoring the project schedule and keeping the project documentation and files up to date. CONSULTANT will develop scope for future phases of work.

Assumptions:

- Additional 12 months project administration duration

Deliverables:

- Project Schedule updates
- Monthly invoices and Project Status Reports

Subtask 1.2 Project Meetings

This task involves regular team meetings, meetings with other consultants as needed, progress meetings with the AGENCY, and coordination with Washington State

CONSULTANT shall provide additional topographic surveys to map site ground conditions, features and improvements in support of the final design and to supplement the original surveys.

Subtask 2.3 Update Base Map

CONSULTANT shall update the project base map as needed to include additional survey data in support of the final design. CONSULTANT shall provide field note reductions and incorporate new data into existing base map.

Assumptions:

- Five days of additional surveying

Subtask 2.4 Right of Way Plan

CONSULTANT shall update project right of way plans in accordance with WSDOT Local Agency Guidelines Manual to include the revisions to Fullbright Park access, the extension to W. Pine Street, and acquisition of mitigation property for recreational land conversion.

CONSULTANT shall submit a draft of the ROW plan to the Local Agency Coordinator for review and comment prior to its approval by the AGENCY. CONSULTANT shall revise as needed the ROW plan based on negotiations with RCO and National Parks.

Assumptions:

- Does not include AGENCY turn-back or Maintenance Operation Agreements

Deliverables:

- Updated Draft ROW for Local Agency Coordinator Review
- Updated Final ROW Plan

Subtask 2.5 Legal Descriptions

CONSULTANT shall develop legal descriptions for easements, takes, and/or permits reflected in the ROW plan for additional areas.

Assumptions:

- Updated and estimated 2 additional legal descriptions

Deliverables:

- Updated Draft Legal Descriptions for Local Agency Coordinator Review
- Updated Final Legal Descriptions

TASK 3 BNSF RAILWAY COORDINATION

The CONSULTANT will update the Section 4(f) Compliance Report to incorporate potential revisions resulting from the 6(f) coordination including Fullbright Park access and land mitigation.

Subtask 5.7 NEPA Categorical Exclusion (CE) Documentation Form - Update

Subtask 5.8 SEPA Checklist – No Update Needed

TASK 6 ROADWAY FINAL DESIGN

CONSULTANT shall update ongoing design to include the West Pine Street Extension, Fullbright Park access, and land mitigation associated with the 4f/6f negotiations as needed for the following:

Subtask 6.1 Basis of Design Update & Deviations - Update

Subtask 6.2 Alignment & Profile - Update

Subtask 6.3 Intersection Design - Update

Assumptions:

- No additional traffic modeling is included.

Subtask 6.4 Storm Drainage Design - Update

Assumptions:

- WSDOT Hydraulic Report not included

Deliverables:

- Revise the Drainage Design Memorandum to reflect additional access road and West Pine extension.

Subtask 6.5 Right of Way Coordination

CONSULTANT shall coordinate with subconsultant, for the Right of Way Assessment during the development of the Right of Way Plans prior to right of way acquisition. During right of Way appraisals, relocation and negotiations, CONSULTANT shall coordinate with subconsultant and AGENCY representative for right of way. Anticipated AGENCY representative is Yakima County.

Subtask 6.6 Roadway Section - Update

CONSULTANT will add additional roadway sections

- Roadway design incorporated into PS&E.

Subtask 6.7 Develop Opinion of Probable Costs - Update

Supplemental quantity calculations, QC and updates for additional areas. .

- b) One (1) parcel is owned by BNSF as lessor of railway property under a long-term lease with Virginia Lee Bradley as lessee. Subconsultant will provide Appraisal services to determine leasehold interests, if any. CONSULTANT and CITY will lead negotiations with BNSF with assistance and oversight by Subconsultant.
- c) As part of the BNSF railway corridor crossing, BNSF may require a Crossing and Maintenance Agreement (CMA) or Crossing and Operating Agreement (COA). In coordination with the CONSULTANT, Subconsultant will provide the conveyance documents which typically become exhibits to said agreement(s). Subconsultant is limited to coordination with BNSF's real estate representative through Jones Lang Lasalle (JLL) and is excluded from negotiating terms of said CMA or COA.
- d) The road right-of-way and utility easements on the UCIP, LLC parcels will be dedicated to the City of Union Gap via the Binding Site Plan (BSP) segregation process. No acquisition negotiation services will be required on these parcels. As directed by the City, the right-of-way area to be dedicated for public roadway will be appraised for determination of land values that can be used in future funding applications.
- e) As requested by the City, the road right of way for public use will be appraised for determination of land value that may be used in future funding applications.
- f) As requested by the City, the 125' wide right of way corridor dedicated for public roadway by recorded short plat (SP8008798) for Ahtanum Gap, LLC, will be appraised for determination of land value that may be used in future funding applications.
- g) The CITY owns three (3) parcels currently used as a public park known as Fullbright Park. It is assumed the park property is 4f/6f and may be subject to Recreation Conservation Office (RCO) acquisition requirements. The CITY and CONSULTANT will lead negotiations with the National Parks Service and RCO on the replacement of public park land. Appraisal services may be required to establish in-kind replacement values for the park land impacted by the project. Subject to determinations of the larger parcel, subconsultant will provide Appraisal services for the three (3) City owned properties. CONSULTANT and CITY will lead negotiations with the National Parks Service / RCO with assistance and oversight by Subconsultant. Mitigated replacement sites to replace lost park land may need to be shown on the Right of Way Plan prior to ROW Certification through WSDOT.
- h) As part of the RCO Land Conversion process, potential replacement of land and values of the park property discussed in item g above, separate appraisal services may be needed for portions of the two properties owned by UCIP, LLC shown as parcels 1 and 3 in Table A below.
- i) The Burmaster parcel is a narrow strip of vacant unimproved land commonly known as the "Barker Mill Race Ditch". The proposed roadway will bisect this parcel however the project may require acquisition of the entire parcel for inclusion in park lands resulting from coordination with the National Park Service and RCO.

Deliverables:

- Participate in three (3) team meetings – (One in Person-City Office / Two Conference Calls).
- Research ownership information for up to ten (10) separate tax parcels.
- Prepare One (1) Preliminary ROW Acquisition cost estimate to include acquisitions from ten (10) tax parcels and the BNSF corridor crossing.
- Prepare One (1) Preliminary ROW Relocation Assistance cost estimate to include relocation assistance services for one (1) business, one (1) business landlord, one (1) residential owner occupant, three (3) residential tenant occupants and one (1) residential landlord
- Develop one (1) Preliminary ROW Acquisition / Relocation Assistance schedule.
- Provide ROW related project team support during the Preliminary Engineering Phase.

Once the preferred design and alignment has been selected and upon the CITY's authorization to commence the Right of Way Acquisition Phase, subconsultant will initiate Subtasks 8.2 thru 8.12 below. It is understood the scope of work and related fee estimate for the remaining Subtasks will require an amendment.

Subtask 8.2 Preparation and Administration – Discuss, strategize and plan overall process with project team via conference call. Attend a kick-off meeting (City Office) and participate in twelve (12) progress meetings to be facilitated by conference calling. Provide up to twelve (12) monthly progress reports indicating the work completed for the invoiced month, anticipated work for the following month, and identify issues requiring the CONSULTANT's input or assistance. Subconsultant will provide sample acquisition documents for the CITY's review and approval for use. The CITY's pre-approved forms will be used when provided. Prepare parcel files to include fair offer letters; recording and ancillary documents; a standard diary form indicating all contacts with owner(s); and other items necessary for negotiations. Subconsultant will provide parcel acquisition files to CITY for WSDOT review, subject to the CITY'S approved Right of Way Policies and Procedures.

Deliverables:

- Attend kick-off meeting
- Attend twelve (12) Progress Meetings (Conference Calls)
- Provide twelve (12) Monthly Progress Reports
- Coordinate approval of Acquisition and Relocation forms with the CITY for project use
- Prepare parcel acquisition files for negotiations
- Submit parcel files to CITY for WSDOT review

Subtask 8.3 Title/Ownership Review – Obtain from the CITY or CONSULTANT, title reports for each tax parcel shown in Table A and perform reviews of each report outlining ownership interests and special exceptions to determine the CITY's acceptance of title at closing. Provide the CITY with up to ten (10) Parcel Title Review Summary Memos listing ownership, title exceptions, etc.

Deliverable:

- Ten (10) Parcel Title Review Summary Memos.

Subtask 8.7 FHWA Funds Authorization for ROW - Shortly after the Right of Way Plans, True Cost Estimate and Relocation Plan have been submitted to WSDOT and assuming NEPA clearance has been obtained, the CITY would typically receive a letter from FHWA through WSDOT Local Programs authorizing the use of federal funds to acquire Right of Way. This letter of authorization is required for the CITY to receive federal funding participation and reimbursement for costs incurred with Appraisal, Appraisal Review, Acquisition Negotiations, and Relocation Assistance services.

Deliverable: N/A - For informational purposes only (federal funds ROW Phase)

Subtask 8.8 Right of Way Appraisal and Appraisal Review - Upon the CITY's receipt of authorization from FHWA to use federal funds to acquire Right of Way, subconsultant will subcontract and manage completion of the Appraisal and Appraisal Review process with appraisal firms previously qualified by WSDOT and certified by the State of Washington.

Appraisal and Appraisal Review reports will be prepared in accordance with the Uniform Standards of Professional Appraisal Practices, Washington State Department of Transportation (WSDOT) Local Agency Guidelines, current WSDOT Right of Way Manual (in particular, Chapters 4 and 5), and the URA. It is assumed all properties to be appraised are clean of hazardous materials. Estimates for cost to cure damages such as parking layouts, business sign replacements, drainage and irrigation issues, etc., will be provided to subconsultant from CONSULTANT as may be required.

As requested by the City, the road right of way to be dedicated for public use in the BSP of those properties owned by UCIP, LLC will be appraised for determination of land values that may be used in future funding applications.

As requested by the City, the 125' wide right of way corridor dedicated for public roadway by recorded short plat (SP8008798) for Ahtanum Gap, LLC, will be appraised for determination of land values that may be used in future funding applications.

As part of the RCO Land Conversion process, potential replacement of land and values of the park property discussed in assumptions - item g above, separate appraisal services may be needed for portions of the two properties owned by UCIP, LLC shown as parcels 1 and 3 in Table A below.

Assumptions:

- Appraisals and Appraisal Reviews may require market rent and short-term rent analysis for all occupied parcels
- Appraisals and Appraisal Reviews may require an analysis of all leasehold interests, if any.

Deliverables: *(Subject to determinations of the larger parcel and project design)*

- Up to fifteen (15) Appraisal reports (includes BNSF crossing)
- Up to fifteen (15) Appraisal Review reports (includes BNSF crossing)

Subtask 8.9 Right of Way Acquisition Negotiations - Appraisals and Appraisal Reviews completed in Sub-Task 8.8 above will be submitted to the CITY for written approval establishing the amount of Just Compensation to each property owner. Upon written approval from the CITY, subconsultant will prepare offer package(s) and promptly submit offer packages to the CITY for WSDOT review subject to the CITY'S approved policies

- d. Maintain a current relocation diary for each displaced occupant.
- e. Create / maintain necessary records to support state audit.

Deliverables:

- Relocation Assistance and Advisory services for one (1) displaced business, one (1) business landlord, one (1) residential owner occupant, three (3) residential tenant occupants and one (1) residential landlord.
- Completed relocation assistance files.

Subtask 8.11 Parcel Closeout – Escrow Closing – As part of Sub-Task 8.3 above and upon securing required acquisition agreements, subconsultant will submit the necessary acquisition documents and closing instructions to the designated Title / Escrow Company. Subconsultant will work with the Title/Escrow Company to obtain release documentation from the encumbrance(s) of public record that are not acceptable to the CITY to provide clear title to the property being acquired, subject to the CITY's title clearing guidelines. The Escrow Company shall prepare and obtain the owner(s) signature on the necessary closing documents. If needed, subconsultant will assist the escrow company to obtain signatures on closing documents for submittal to the CITY and payment(s) to the owner(s) along with recording of documents with Yakima County.

Deliverable:

- Deliver completed original Acquisition and Relocation files to the CITY

Subtask 8.12 Right-of-Way Certification – Since there are federal funds participating in the project, Right of Way Certification will be coordinated and completed through WSDOT. Right of Way Acquisition and Relocation files will be prepared and completed to the satisfaction of a WSDOT Right of Way review to support federal aid participation. Subconsultant will further coordinate right of way activities with the CITY and WSDOT's Local Agency Coordinator as needed throughout the project.

Deliverable:

- Right of Way Certification form letter for WSDOT review and approval.

CONSULTANT and/or the CITY will provide the following:

1. Approve designation of the title and escrow company used for this project. The title and escrow company will bill the CITY directly for all services provided.
2. Right of Way Plans and Drawings, Maps, Exhibits, Right of Way Staking, etc., as necessary.
3. Legal descriptions in electronic format for all real property rights to be acquired.
4. Form approval, in electronic format, of all legal conveyance and relocation assistance documents prior to use (i.e. offer letters, purchase and sale agreements, escrow instructions, easements, deeds, leases and permits, general relocation notices; notice of relocation eligibility and entitlements, etc.).
5. Review and approval of all determinations of value, established by the project appraisers, and provide written authorization prior to offers being made to property owners.
6. Payment of all compensation payments to property owners; all relocation assistance payments to displaced occupants; recording fees, legal services, condemnation costs and any incidental costs which may arise necessary to complete each transaction.

Exhibit "A"
Summary of Payments

8/27/2019

	Basic Agreement	Supplement #1	Supplement #2	Supplement #3	Total
Direct Salary Cost	\$95,983.90	\$9,197.26	\$255,076.39	\$200,970.72	\$561,228.27
Overhead	\$188,508.89	\$17,471.12	\$480,189.79	\$349,946.68	\$1,036,116.48
Direct Non-Salary Costs	\$67,028.28	\$109.00	\$51,602.42	\$321,613.32	\$440,353.02
Fixed Fee	\$33,594.37	\$3,219.04	\$89,276.74	\$70,339.75	\$196,429.89
Subtotal	\$385,115.44	\$29,996.42	\$876,145.34	\$942,870.48	\$2,234,127.67
Rounded	\$385,100.00	\$30,000.00	\$876,100.00	\$942,900.00	\$2,234,100.00
Managerial Reserve	\$14,900.00	\$0.00	\$87,610.00	\$94,290.00	\$196,800.00
Total Consultant Budget	\$400,000.00	\$30,000.00	\$963,710.00	\$1,037,190.00	\$2,430,900.00

J-U-B Engineers
Breakdown of Overhead Cost
Year Ending December 31, 2018

FRINGE BENEFITS		
Direct Labor	Beginning Total	% of Direct Labor
	15,798,495	
FICA	2,093,953	13.25%
Unemployment	101,443	0.64%
Medical Aid and Industrial Insurance	97,047	0.61%
Company Insurance and Medical	2,771,830	17.54%
Vacation, Holiday, and Sick Leave	3,326,439	21.06%
Commission and Pension Plan	1,277,617	8.09%
Total Fringe Benefits	9,668,329	61.20%
INDIRECT LABOR AND GENERAL OVERHEAD		
Administration and Time Not Assignable	9,522,775	60.28%
Bonus	1,591,481	10.07%
State B & O Taxes	275,477	1.74%
Insurance	490,032	3.10%
Printing, Stationery, and Supplies	555,943	3.52%
Professional Services	240,162	1.52%
Travel Not Assignable	1,099,981	6.96%
Telephone and Telegraph Not Assignable	278,894	1.77%
Fees, Dues, Professional Meetings	147,473	0.93%
Utilities and Maintenance	327,813	2.07%
Professional Development	162,943	1.03%
Rent	1,224,756	7.75%
Equipment Support (computer); Depreciation: Computer exp	1,672,752	10.59%
Office Miscellaneous, Postage & State Taxes	94,417	0.60%
Total General Overhead	17,684,899	111.94%
Cost of money (FCCM)	156,406	0.99%
Total Fringe & General Overhead	27,353,228	173.14%
Total Fringe, General Overhead & FCCM	27,509,634	174.13%

Reiss-Landreau Research
Archaeological and Biological consulting
Po Box 2215 Yakima WA. 98907 Phone/Fax (509) 952-5130, 498-9818
chrislandreau@charter.net

Travis Marden
J-U-B Engineers, Inc.
2810 W. Clearwater Ave, Suite 201
Kennewick, WA 99336

August 7, 2019

Dear Mr. Marden:

Enclosed you will find a proposal for an archaeological and Historic Preservation survey. The City of Union Gap has proposed an **updated** project scope for the regional Beltway connector project. **We believe that this survey should satisfy federal and State requirements for an archaeological and historic review of the project area. If you would like any changes to the proposal, or have any questions, please do not hesitate to contact us.**

Thanks



Christopher Landreau
Reiss-Landreau Research

Reiss-Landreau Research
Archaeological and Biological consulting
Po Box 2215 Yakima WA. 98907 Phone/Fax (509) 952-5130, 498-9818
chrislandreau@charter.net

Reiss-Landreau Research will comply with the rules and regulations regarding travel costs in accordance with Washington State Department of Transportation Accounting Manual M13-82, Chapter 10 Travel Rules and Procedures, and revisions thereto.

Please call *Christopher Landreau (509) 952-5130* if you have any questions.

5. Timetable: four weeks from inception, for a draft report and recommendations.

This project can be initiated immediately, and a draft report will be submitted within three weeks of the beginning of the project. After comment, a final report will be issued within twenty days.

If any unforeseen difficulties arise in process, JUB will be informed directly within two days with a letter, and work schedules can be re-arranged. If at any time during this process, large or unforeseen archaeological properties are discovered, work will stop in that area and the evaluation will continue. If any inadvertent human remains are found on site, the nearest tribes, as well as the county sheriff will be contacted and work will stop at that portion of the site, as is standard procedure for inadvertent discovery.

At no time does final issuance of this report mean that the entire 106 process is complete. There must be concurrence with Washington DAHP; and tribal compliance with the final report is also critical.

Piezometers were installed but monitoring has not been consistent after exploration was completed in 2016. At that time and during exploration, groundwater was evident 4 to 12.5 feet below the surface. We expect the groundwater will be relatively consistent between 6 to 8 feet below the surface.

Proposed Construction

Since our initial project involvement, the project alignment and concept has not drastically changed. The overall new roadway alignment is approximately 1.3 miles in length and will construct several roundabouts for future local access. Various utility improvements are also expected as part of the planned corridor development. There are 2 potential additions to the project. The City of Union Gap is exploring, with J-U-B, alternatives to gain access to Fullbright Park. From our discussions with you, we understand that access may occur off a roundabout west of the overpass and could include 2-lane residential-type roadways, parking areas, and pedestrian/bicycle paths. Another is a short, connecting roadway to LaSalle High School envisioned with similar roadway construction. Details of individual project aspects are further discussed below.

Overpass

The new overpass will comprise an approximate 82-foot-wide, 160-foot-long, 25- to 30-foot-high, pre-stressed, single T girder bridge with no center piers. The bridge will have 4 travel lanes, sidewalks each side, and a median. Conventional cast-in-place (CIP) concrete abutment and wing walls will be constructed on each side to meet BNSF requirements. Some ancillary mechanically stabilized earth (MSE) walls may extend from the CIP walls pending final design and grading requirements. We understand the existing BNSF tracks are heavily used, primarily for rail freight. All work is expected to occur outside of the BNSF ROW.

Foundation loads approach 4,000 kips per abutment and are expected to bear on conventional foundations bearing on granular soil improvements constructed over the native gravel. Reinforced concrete approach aprons will be constructed at the bridge approaches to help reduce potential embankment settlement impacts on the roadway and to maintain roadway performance. The new bridge will have an exposed concrete travel surface.

Roadways

In its final configuration, the roadway as well as the bridge will have 4 travel lanes with a center turn lane/median. The roadway will have an asphalt paved path on one side for bicycle and pedestrian traffic. Asphalt concrete pavement will also be utilized for the roadway. Roundabouts with concrete truck aprons will be positioned throughout the alignment to facilitate future local access and additional development. Outside of the overpass, no significant additional structures are planned and retaining walls are not planned given the relatively flat alignment conditions.

For bridge approaches, 25- to 35-foot-tall, partially sloped embankments will be constructed. Given the limited excavation and borrow planned for this project, embankments are preliminarily planned to be constructed with imported structural fill, likely specified to meet Washington Department of Transportation (WSDOT) specifications for granular borrow. Soft substrate conditions may necessitate soil improvements or geotextile applications at the embankments and roadway substrates.

SCOPE OF SERVICES

To develop our geotechnical scope of services, we discussed the project parameters, schedule, and established a project approach with J-U-B. We reviewed our files with respect to the subsurface conditions encountered. Based on our understanding of the proposed construction, reporting requirements, and our previous site experience regarding the soil and geologic conditions, we anticipate the geotechnical engineering evaluation requires the following scope of services:

1. Visit the site monthly for the next 12 months (if appropriate) to monitor piezometers previously installed. We have not monitored these piezometers in over 2 years. If they are not functional for any reason, we will notify J-U-B immediately and report our monitoring results intermittently.
2. Scope Alternate A. Explore the Fullbright Park roadway and LaSalle High School access road alignments and other points of interest via 8 to 10 exploratory test pits. We will locate test pits strategically with J-U-B at points of interest. Test pits will extend 6 to 8 feet below the ground surface. Prior to exploration, we will coordinate exploration with the Washington Utility Notification Center to help reduce the potential for damage to existing utilities.

Soil encountered in the test pits will be visually classified with reference to the *Unified Soil Classification System (USCS)*. Subsurface profiles will be logged. The depth to groundwater, if encountered, will be recorded. Select soil samples will be obtained at various depths and locations by our staff. Test pits will be backfilled at the conclusion of exploration. Some site disturbance should be expected. GPI cannot be responsible for damage to crops or landscaping as part of the exploration process. Exploration locations will not be landscaped or compacted.

Accomplish 1 field infiltration test during fieldwork to evaluate the near surface soils' infiltration characteristics referencing the boring infiltrometer methods outlined in Appendix 6B of the *Washington State Department of Ecology (Ecology) Stormwater Management Manual* for Eastern Washington. We will also correlate infiltration test results to grain size distribution laboratory test results referencing regional stormwater correlations to identify potential stormwater disposal methods.

Select soil samples obtained during exploration will be tested in our laboratory to evaluate some soil engineering properties. Laboratory tests will be accomplished with reference to AASHTO and/or ASTM International procedures and may include, but are not limited to:

- | | |
|----------------------------|----------------------------|
| ☞ Natural Moisture Content | ☞ California Bearing Ratio |
| ☞ Atterberg Limits | ☞ Maximum Dry Density |
| ☞ Grain-size Distribution | ☞ Optimum Moisture Content |

Index properties from these laboratory and field tests will be used to correlate soil-engineering characteristics as necessary.

3. Attend project meetings with appropriate design officials and project team members to review our design analyses and maintain project status reports.

5. Prepare and provide the draft geotechnical report to J-U-B and the City of Union Gap for review.
6. Once review comments are provided to us by the project team, we will revise and finalize the report. We will provide our deliverable in electronic format; however, if required, we can supply up to 6 hard copies.
7. Scope Alternate B. GPI will also provide final design review of applicable plans and specifications as the project bidding documents are prepared. The purpose of our review is to help provide geotechnical consistency between project planning, design, and construction. A single plan and specification review iteration is expected.

SCHEDULE AND ESTIMATED FEES

Based on the described scope of services, we propose to perform the geotechnical engineering evaluation on a time and expense basis not to exceed the fees listed below. We have not budgeted for contingencies at this time. A Manhour and Expense Fee Estimate is included with this proposal, outlining our anticipated fees.

Scope Item	Scope Fee	Authorization
Geotechnical Engineering Evaluation (excluding alternate tasks A-B)	\$36,485	
Alternate A: Exploration/Laboratory Testing for Additional Roadways	\$9,025	
Alternate B: Plan and Specification Review	\$3,990	

It appears that final design will advance in September 2019 if the currently planned schedule holds true. We will be prepared to advance our work at that time, and will focus on working directly with Mr. Steve Roberts, P.E., J-U-B's structural bridge designer. If the necessary information and drawings are available to advance our work, we expect our work can be complete and draft reports can be submitted by December 2019. Ideally, draft report comments will be received in a timely manner and we will finalize our work in calendar year 2019. Monthly groundwater monitoring will continue through September 2020 and will be billed and reported quarterly. Alternate B scope, if approved, will be advanced as J-U-B deems appropriate.

The scope of services for the geotechnical engineering evaluation and the associated fees are based on our project understanding at this time. Our services will be performed referencing the attached *GPI General Conditions*. To authorize the scope and fee described herein, please review this proposal carefully and issue a standard J-U-B Professional Services Agreement referencing this proposal and include Sub-3 Special Provisions.

LIMITATIONS

GPI's services are limited to geotechnical engineering and do not include any investigation, evaluation or assessment of hazardous materials. If potentially hazardous materials are encountered during our work, we will immediately contact J-U-B and the City of Union Gap. The geotechnical services scope presented above does not include an evaluation of subsurface drainage or dewatering, deep foundations, MSE or retaining wall design, global stability analysis of contractor supplied MSE or wall system designs, shoring system design, dewatering system design or erosion control. If project design does not include contractor supplied MSE walls, we will not include performance specifications in our work. Concrete

Manhour and Expense Fee Estimate

City of Union Gap
 Beltway Connector
 J-U-B Engineers
 Final Geotechnical Design
 Manhour Fee Estimate

Geotechnical Subconsultant
 GPI

	Total L-Days	Principal L-Days	Senior Engineer L-Days	Staff		GeoProfessional L-Days	GeoProfessional L-Days	Clerical L-Days
				Engineer L-Days	GeoProfessional L-Days			
Final Design		Wambeke	Abrams	Maffey	Martin	Henderson	Gregory	
Task 1 Monthly Groundwater Modeling	11	1.25	3.5	1.5	2.5	1.5		0.75
Task 2 Alternate A- Fullbright Park/La Salle Roadway Exploration and Laboratory Testins	5.5	2	1.5	1	0.5	0		0.5
Task 3 Project Meetings	3.25	1.25	0.75	0	0	0		1.25
Task 4 Design Analysis	9.75	2.5	3.75	2	1	0		0.5
Task 5 Draft Report	9	2	3	1.5	0.5	0		2
Task 6 Final Report	4.5	1	1.5	0.5	0	0		1.5
Task 7 Scope Alternate B- Geotechnical Plan and Specification Review	4.25	1	1.5	1	0	0.25		0.5
Total Labor Days	47.25	11	15.5	7.5	4.5	1.75		7

MATERIALS SALARY COSTS

A Summary of Labor-Day Costs

		L-Days =	L-Days =	L-Hours x	\$	Hour =	\$
1 Principal	11	L-Days =	88.0	L-Hours x	\$ 59.00	Hour =	\$ 5,192.00
2 Senior Engineer	15.5	L-Days =	124.0	L-Hours x	\$ 45.75	Hour =	\$ 5,673.00
3 Staff Engineer	7.5	L-Days =	60.0	L-Hours x	\$ 29.00	Hour =	\$ 1,740.00
4 GeoProfessional	4.5	L-Days =	36.0	L-Hours x	\$ 36.06	Hour =	\$ 1,298.16
5 GeoProfessional	1.75	L-Days =	14.0	L-Hours x	\$ 35.50	Hour =	\$ 497.00
6 Clerical	7	L-Days =	56.0	L-Hours x	\$ 34.00	Hour =	\$ 1,904.00

TOTAL DIRECT PAYROLL \$ 16,304.16

B Payroll Burden & Fringe Benefit Costs

1 Indirect Labor, Overhead & Fee	\$ 16,304.16	x	\$ 1.40	=	\$ 22,824.11
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TOTAL PAYROLL BURDEN & FRINGE BENEFIT COSTS \$ 39,128.35

C Fixed Fee

1	14%
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TOTAL FIXED FEE \$5,477.97
TOTAL LABOR / PAYROLL / FIXED FEE \$ 44,606.32

D Out-of-Pocket Costs

1 Mileage	2,480	x	\$ 0.589	=	\$ 1,438.40
2 Exploration Expenses	1	x	\$ 215.00	=	\$ 215.00
3 Lodging (days)	-	x	\$ 115.00	=	\$ -
4 Report Copies	600	x	\$ 0.15	=	\$ 90.00
5 Laboratory Testing- Unit Rates for Alternate A	1	x	\$ 1,650.00	=	\$ 1,650.00
6 Plan Sheets - Soil Profile	-	x	\$ 10.00	=	\$ -
7 ROW Permits and fees	-	x	\$ 195.00	=	\$ -
8	-	x	\$ -	=	\$ -

TOTAL OUT-OF-POCKET COSTS \$ 3,393.40

E Subcontractors

1 Exploration Subcontractor for Alternate A	1	x	\$ 1,500.00	=	\$ 1,500.00
2 Traffic Control	-	x	\$ 1,500.00	=	\$ -
3 Exploration Geophysics Subcontractor	-	x	\$ 5,500.00	=	\$ -

TOTAL SUBCONTRACTOR COSTS \$ 1,500.00

Total Estimated Geotechnical Design Fee \$ 49,499.72

Attachment Sub-2

**T-O Engineers Estimated OPINION OF FEES
Biological Services - for City of Union Gap Regional Beltway Project
Prepared for: Travis Marden, P.E. (J-U-B Engineers)**

7/24/2019

Items	DESCRIPTION	TOTAL FEES
1	Develop a No Effects Determination for ESA listed species consistent with the 2-4 page WSDOT letter format.	\$4,093.88
2	Travel expenses (mileage @ \$0.58 per mile).	\$222.72
Total Estimated Time and Materials Fees		\$4,316.60
Items	JUSTIFICATION	Estimated Days
1	Provides Biologist with 28 hours and drafter with 6 hours to complete the No Effects Letter for ESA listed species. One site visit is included in the Biologist's time allocation. The letter report will include one project summary exhibit, in plan view with an aerial background.	4.25
2	\$0.58 per mile for an estimated 384 miles.	n/a

It is understood that engineering and surveying services will be provided by others. Initial base drawings in AutoCAD will be provided by J-U-B Engineers or the Owner. J-U-B will provide the project narrative description as well. Note: if the development of a biological assessment (BA) becomes warranted, an additional contract will be required. This scope does not include the development of a BA.

T-O ENGINEERS

121 W. Pacific Ave. Suite 200, SPOKANE, WA 99201
(509) 319-2580

Fee Estimate

City of Union Gap - Regional Way Beltway Connector Right of Way Acquisition Support Services

Parcel Data			Real Property Rights to be Acquired				Acquisition Hours / Mileage					Relocation Hours / Mileage					Relo Type (See Note 1)					
No.	Tax Pcl No.	Owner	Partial Fee Simple	Total Fee Simple	Public Utility Easement	Road / Utility Lease or Easement	ROW Oversight	PM	Acq Specialist	Title Escrow Specialist	Admin	Mileage	ROW Oversight	PM	Relo Specialist	Title Escrow Specialist		Admin	Mileage			
1	19120721001	UCIP, LLC	X		X		1	2	5	2	2	125										
2	19120713001	UCIP, LLC	X		X		1	2	5	2	2	125										
3	19120741006	UCIP, LLC	X				1	2	5	2	2	100										
	19120741007	City of Union Gap				Potential Transfer to Park																
4	19120823011	Bummaster, Carl & Nadine		X	X		1	8	50	10	8	700										
5	19120741003	City of Union Gap (City Park)	X		X		1	3	8	5	5	125										
6	19120823014	City of Union Gap (City Park)	X		X		1	3	8	5	5	125										
7	19120832007	City of Union Gap (City Park)	X		X		1	3	8	5	5	100										
	19120823004	UCIP, LLC	X		X																	
	19120831001	UCIP, LLC	X		X																	
8	Unassigned	BNSF Corridor			X																	
9	19120823902	BNSF Railway (Lease 524268)				X	1	8	40	10	8	175										
10	19120823469	Bradley, Virginia Lee		X		X	1	8	40	10	8	175										
11	19120823470	Bradley, Virginia Lee		X			1	12	90	8	8	700	3	20	325	0	20	4200	BUS (1) RES (3) / LL (2)			
ROW Feasibility and Assessment							1	10	60	8	8	350	3	8	85	0	16	1050	RES (1)			
Participate in three (3) team meetings (1 in Person / 2 Conf Calls)							10	13	0	0	0	350	0	0	0	0	0	0	0			
Research Ownership Information for ten (10) tax parcels							2	6	8	10	4	0	0	0	0	0	0	0				
Onsite meeting with owners / representatives of five (5) tax parcels							8	8	24	0	0	1750	0	0	0	0	0	0				
Prepare one (1) Preliminary ROW Acquisition Cost Estimate							4	6	16	0	0	0	0	0	0	0	0	0				
Prepare one (1) Preliminary ROW Relocation Cost Estimate							4	6	0	0	0	0	0	0	0	20	0	0	0			
Develop one (1) ROW Acquisition / Relocation Assistance Schedule							2	6	2	0	0	0	0	0	0	3	0	0	0			
Provide "as may be needed" ROW support to the project team							6	14	14	0	8	700	0	0	16	0	0	0				
ROW Acquisition / Relocation Services (Administrative)																						
Attend kick off meeting - City Office							8	8	8	0	0	350	0	0	8	0	0	0	0			
Participate in twelve (12) progress meetings - Conference Calls							6	24	6	6	4	0	0	0	0	16	0	0	0	0		
Provide twelve (12) monthly progress reports							0	9	17.5	3.5	0	0	0	0	0	14	0	0	0	0		
Coordinate Acquisition and Relocation document approvals with City							0	4	6	0	3	0	0	0	8	8	8	8	0	0		
Parcel Title Review Summary Memos - Title Exceptions ten (10 ea)							0	6	10	30	0	0	0	0	0	0	0	0	0	0	0	
Assist City with sample introduction / informational Letter							1	2	0	0	2	0	0	0	0	0	0	0	0	0	0	
Relocation Plan (1 Bus; 1 Bus LL; 1 SFR Owner Occupant; 3 SFR Tenant Occupants; 1 SFR LL)							0	0	0	0	0	0	6	12	90	0	0	1800				
Prepare a True Cost Estimate to include ten (10) tax parcels and BNSF Corridor Crossing							8	24	35	0	6	350	0	0	10	0	2	0				
Prepare and manage sub-consultant agreements							6	14	0	0	10	0	0	0	0	0	0	0	0			
Attend fifteen (15) Appraisal Inspections							0	0	56	0	0	2500	0	0	16	0	0	700				
Right of Way Certification							6	10	20	16	16	350	0	0	24	0	0	0				
TOTAL							82	221	542	133	114	9150	12	48	635	8	46	7750				

Notes: 1) BUS - Business Relocation; RES - Residential Relocation; LL - Landlord



City Council Communication

Meeting Date: October 14, 2019

From: Arlene Fisher; City Manager and Dennis Henne; Director of Public Works & Community Development

Topic/Issue: Resolution - Yakima County SIED Program Application – The YAK, LLC. Project

SYNOPSIS: the City is interested in developing a Public / Private Partnership by submitting a Yakima County SIED Program Application. If successful, SIED funding will provide public utilities and street improvements, and a relocation of a water main through the South Broadway area beginning at 8th Street. The project benefits the City of Union Gap as well as YAK, LLC. The new businesses will be located at 16th Avenue and West Washington – aka – 1508 W. Washington. The Council may authorize submittal on the grant on October 17, 2019. The Grant amounts are:

SIED Grant \$790,000
SIED Loan \$790,000

RECOMMENDATION: adopt a resolution authorizing staff to submit Yakima County SIED Program application; providing for public utilities and street improvements to the Annexation area west of S. 16th Avenue

LEGAL REVIEW: City Attorney has reviewed the resolution

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: Discussed at the October 7, 2019 Council committee meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Yakima County SIED Application (Forthcoming)
3. Conceptual Alignment and Site Plan Maps

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing and directing the City Manager to submit an application to the Yakima County SIED Board to finance public infrastructure improvements for a portion of S. 16th Avenue and Washington Ave. (aka) 1508 West Washington Avenue, under a County program known as S.I.E.D. (Supporting Investment for Economic Development).

WHEREAS, economic development is a priority of the City of Union Gap, and the City intends to approach economic development in an inclusive, comprehensive basis which involves, public, private, and community based efforts to achieve new investment and redevelopment in the City; and,

WHEREAS, the City of Union Gap is conducting and currently engaged in a joint project to enhance development at the corner of 1508 West Washington Avenue for economic development by extending sanitary sewer and street improvements and relocating a water main. This project will be known as the YAK, LLC.

WHEREAS, the City of Union Gap is proposing to finance construction of the improvements through an array of private, and local funds. The construction of these improvements will provide for the YAK, LLC and future economic development along 16th and Washington Avenue; and,

WHEREAS, the Yakima County SIED Board provides low interest loans and grants for new infrastructure and infrastructure expansion projects that foster economic diversification and job creation in economically distressed areas of the state;

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

The City Manager is hereby authorized and directed to execute and submit the appropriate application for SIED funding for improvements to public infrastructure associated with the proposed YAK, LLC project. The City Manager is hereby designated as the official representative of the City to act in connection with that funding application and is authorized to provide such additional information as may be required to complete the application process.

ADOPTED this 14th day of October 2019.

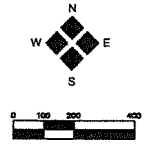
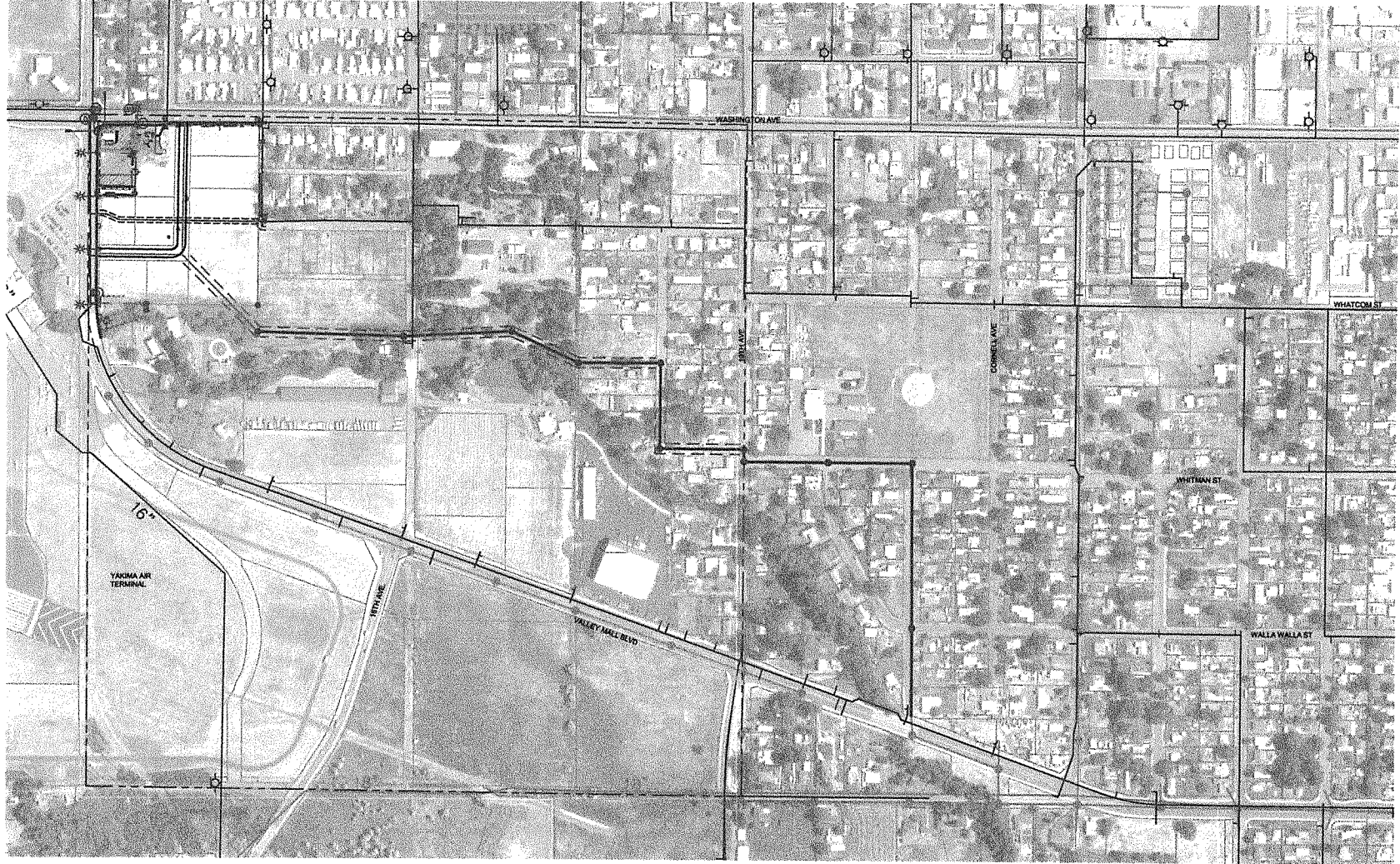
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM

Karen Clifton, City Clerk

Bronson Brown, City Attorney



SEWER EXTENTION

OFF-SITE SEWER EXTENSION \$1,100,000

 ON-SITE UTILITIES IMPROVEMENTS \$270,000

 ON-SITE ROAD IMPROVEMENTS \$560,000

CONCEPTUAL ALIGNMENT



City Council Communication

Meeting Date: October 14, 2019
From: Arlene Fisher, City Manager
Topic/Issue: Resolution – STEM Program Contract

SYNOPSIS: The City would like to utilize Marijuana excise tax to partner with Union Gap School District to have an afterschool Science, Technology, Engineering and Math (STEM) program for students.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign an agreement with the Union Gap School District to run a STEM afterschool program.

LEGAL REVIEW: The City Attorney has reviewed the resolution.

FINANCIAL REVIEW: The marijuana excise revenue through September 30, 2019 is over \$27,000.

BACKGROUND INFORMATION: This was discussed at the October 7, 2019 Finance and Administration Committee Meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. STEM Interlocal Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign an agreement with the Union Gap School District to run a Science, Technology, Engineering and Math (STEM) afterschool program.

WHEREAS, City of Union Gap has received money from Marijuana excise tax and that is required to be spent in a part on the education of students; and

WHEREAS, the Union Gap School District is in need to have an afterschool STEM program for students but doesn't have funds to pay for staff or materials for the program; and

WHEREAS, it is necessary to enter into an agreement with the Union Gap School District so that the City of Union Gap can partner with the School District to create this important afterschool STEM program;

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

That the City Manager is authorized to sign an agreement the Union Gap School District to create a new afterschool STEM program for students.

PASSED this 14th day of October, 2019.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

STEM PROGRAM INTERLOCAL AGREEMENT *between*
UNION GAP SCHOOL DISTRICT *and*
CITY OF UNION GAP

THIS INTERLOCAL AGREEMENT ("Agreement"), which shall be effective upon execution by both parties, is entered into by and between the **UNION GAP SCHOOL DISTRICT**, a public school district of the state of Washington (hereinafter referred to as "District"), and the **CITY OF UNION GAP**, a municipal corporation of the state of Washington (hereinafter referred to as "UNION GAP"). DISTRICT and UNION GAP may be referred to collectively in this Agreement as the "Parties."

WHEREAS, DISTRICT and UNION GAP are authorized to enter into interlocal cooperation agreements as set forth in Chapter 39.34 RCW; and

WHEREAS, DISTRICT and UNION GAP are both located within Yakima County, Washington; and

WHEREAS, DISTRICT desires to provide a Science, Technology Engineering and Math otherwise known as ***STEM*** after school program as part of its educational services to students; and

WHEREAS, UNION GAP receives revenue from marijuana excise tax that is to be used among other things for the education of students; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, DISTRICT and UNION GAP hereby agree to the following terms and conditions:

Section 1. GENERAL TERMS AND CONDITIONS

- 1.1 Purpose: The purpose of this Interlocal Agreement is to establish an agreement for DISTRICT to administer the STEM/Robotics afterschool program and for UNION GAP to provide financial resources and STEM/Robotics kits for the program.
- 1.2 DISTRICT will be responsible for providing the facilities, coordination/training for staff and program oversight.
- 1.3 DISTRICT will administer and provide parent outreach and education and promotion of the STEM/Robotics afterschool program.
- 1.4 Union Gap will be responsible for paying DISTRICT \$7,325 for the personnel costs of running the STEM after school program and for \$7,003 plus shipping and sales tax for the costs to purchase 17 STEM kits to be used in the program. Union Gap will pay the amount within 30 days of receiving an invoice from DISTRICT.

Section 2. TERM OF AGREEMENT

- 2.1 This Agreement shall take effect upon approval by the respective legislative bodies, execution by both parties. This Agreement shall remain in effect for the duration of the 2019/2020 school year unless terminated as set forth below.
- 2.2 This Agreement may be terminated, with or without cause, by either of the parties by providing written 30 day notice of termination.

Section 3. NOTICES

3.1 Written notice shall be directed to the parties as follows:

Union Gap School District	City of Union Gap
3201 4 th Street	102 W Ahtanum Rd
Union Gap, WA 98903	Union Gap, WA 98903
Attn: Superintendent	Attn: City Manager

Section 4. DISPUTE RESOLUTION

- 4.1 The parties desire to avoid and settle without litigation future disputes which may arise between them relative to this Agreement. Accordingly, the parties agree to engage in good faith negotiations to resolve any such disputes. Such negotiations shall first be conducted at the staff level, and if unsuccessful, may then proceed to the management level. Should settlement negotiations prove unsuccessful or not be resolved within ninety (90) days, either party may proceed with other legal remedies, including but not limited to litigation.
- 4.2 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.
- 4.3 This Agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Washington.
- 4.4 The substantially prevailing party in any litigation brought to enforce rights or obligations of either party under this Agreement or any appeal of judgment in such litigation shall be entitled to its costs and reasonable attorney fees.

Section 5. LIABILITY / HOLD HARMLESS

5.1 Union Gap shall indemnify, defend, and hold harmless the DISTRICT, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the City of Union Gap, its officers, agents and employees, in the performance of the Agreement. With respect to the performance of this Agreement and as to claims against

DISTRICT, its officers, agents and employees, Union Gap expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this paragraph extends to any claim brought by or on behalf of any employee of Union Gap. This paragraph shall not apply to any damage resulting from the negligence of DISTRICT, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of DISTRICT and Union Gap, their respective agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of the negligence of Union Gap, its officers, agents, and employees.

- 5.2 DISTRICT shall indemnify, defend, and hold harmless the City of Union Gap, its officers, agents and employees, from and against any and all claims, losses or liability, including attorney's fees, arising from injury or death to persons or damage to property occasioned by an act, omission or failure of the DISTRICT, its officers, agents and employees, in the performance of the Agreement. With respect to the performance of this Agreement and as to claims against Union Gap, its officers, agents and employees, DISTRICT expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless provided in this paragraph extends to any claim brought by or on behalf of any employee of DISTRICT. This paragraph shall not apply to any damage resulting from the negligence of Union Gap, its agents, and employees. To the extent any of the damages referenced by this paragraph were caused by or resulted from the concurrent negligence of Union Gap and DISTRICT, their respective agents or employees, this obligation to indemnify, defend and hold harmless is valid and enforceable only to the extent of negligence of DISTRICT, its officers, agents, and employees.

Section 6. WAIVER AND ENTIRETY

- 6.1 Waiver: No waiver by either party hereto of any terms or conditions of this Agreement shall be deemed or construed to be a waiver of any other term or condition, nor shall the waiver of any breach be deemed or construed to constitute a waiver of any subsequent breach, whether of the same or any other term or condition of this Agreement.
- 6.2 Entirety: This Agreement contains all the terms and conditions agreed upon. No other understanding, oral or otherwise, regarding this Agreement or its subject matter shall be deemed to exist or bind the Parties. There shall be no modification of this Agreement except in writing and referencing this Agreement.
- 6.3 Severability: If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the applications of the remainder of the Agreement shall not be affected.

6.4 Counterparts: This Agreement shall be executed in two duplicate counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

Section 7. MISCELLANEOUS PROVISIONS

7.1 Evidence of Authority: Upon execution of this Agreement, each party shall provide the other with a certified copy of the resolution, ordinance, or other authority given to execute this Agreement pursuant to RCW 39.34.030(2), and said document will be attached hereto and incorporated herein as Exhibit A (DISTRICT) and Exhibit B (Union Gap). The executed Agreement shall be filed with the Yakima County auditor as provided in RCW 39.34.040.

7.2 Entity status: This Agreement shall not require formation of any new governance entity. No property will be acquired or held, and no joint board or administrator is necessary to accomplish the purpose of this Agreement.

Dated this 14th day of October, 2019

UNION GAP SCHOOL DISTRICT

By: _____
LISA GREDVIG
SUPERINTENDENT

CITY OF UNION GAP

By: _____
ARLENE FISHER
City Manager

Attest: _____
Karen Clifton
City Clerk

Approved As to Form: _____
BRONSON BROWN
City Attorney



City Council Communication

Meeting Date: October 14, 2019

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution - U.S. Cellular Police Cell Phone Contract

SYNOPSIS: The Police Department's current provider does not provide adequate coverage when incidents and follow up operations require personnel to operate outside the city limits. After testing it has been determined that the new provider meets our needs and will reduce costs.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign a contract with U.S. Cellular for cell service to the Police Department.

LEGAL REVIEW: Reviewed by City Attorney

FINANCIAL REVIEW: The cost of the contract will reduce costs by approx. \$2,400 annually.

BACKGROUND INFORMATION: This was discussed at the October 7, 2019 Public Safety committee meeting.

ADDITIONAL OPTIONS:

ATTACHMENTS: 1. Resolution
2. Contract

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

A RESOLUTION authorizing the City Manager to sign a contract with US Cellular for cell phone services for the Police Department.

WHEREAS, The Police Department's current cellular provider does not provide adequate coverage when incidents and follow up operations require personnel to operate outside the city limits.

WHEREAS, After testing it has been determined that the new provider, US Cellular better meets the needs of the Police Department and will reduce costs.

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

The City Manager is authorized to sign a contract with US Cellular for cellular services for the Police Department..

PASSED this 14th day of October, 2019.

Roger Wentz, City Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



Business Customer Service Agreement prepared for:

Union Gap Police Department

Submitted by:
Macy Moore
918-277-9583
Macy.Moore@uscellular.com

CONFIDENTIAL

BUSINESS CUSTOMER SERVICE AGREEMENT

THIS BUSINESS CUSTOMER SERVICE AGREEMENT including all Exhibits attached hereto (this "Agreement"), dated September 24th, 2019 (the "Effective Date"), is by and between USCC Services, LLC on behalf of its operating licensed affiliate doing business as U.S. Cellular in the Home Market ("USCC"), and Union Gap Police Department on behalf of its employees and permitted subsidiaries and affiliates ("Customer").

WHEREAS, Customer desires to purchase wireless telecommunication services and equipment from USCC; and

WHEREAS, USCC is willing to provide Customer with wireless telecommunication services and equipment in accordance with the provisions and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

1. **DEFINITIONS.**

(a) "Equipment" means wireless telephone, data, and other similar devices and ancillary devices or accessories purchased by Customer from USCC, otherwise provided to Customer by USCC for use in connection with Service, or approved in writing by USCC for use in connection with Service(s).

(b) "Home Market" means the market in which the USCC switch, to which your account is assigned at the time your service is established, is located.

(c) "Service(s)" means each and every wireless service (including, without limitation, telecommunication, voice, and data services) and Business Solutions Services that USCC provides directly or indirectly to Customer.

2. **PROVISION OF SERVICE.**

(a) USCC shall provide and Customer shall purchase Service and Equipment pursuant to the terms and conditions set forth in this Agreement. This Agreement shall govern and control the provision of Service and any purchase of Equipment or other transaction.

(b) Service is available to Equipment only when such Equipment is within the operating range of Service as set forth in USCC's standard coverage maps. The standard coverage maps are attached hereto as Exhibit A. Such maps may be updated periodically by USCC. For greater coverage detail and for the most up to date coverage maps, Customer may

refer to uscellular.com/coverage. Service is furnished for Customer's use only. Customer may not resell Service to third parties.

(c) At least 50% of Customer's monthly voice usage on each line of Service must be used in USCC's licensed markets. No more than 500 MB of Customer's data usage in any month on each line of Service may be used in USCC's non-licensed markets.

(d) USCC may impose usage or service limits, suspend service or block certain categories of transmissions in its sole discretion to protect its customers or its business. Customer may not use the service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with USCC's network, business operations, employees or customers.

(e) **Business Solutions Services.** Business Solutions Services is a subset of Services. Business Solutions Services consists of Internet of Things ("IoT") and Value Added Services ("VAS"). IoT and VAS are Services where data is transmitted over USCC's network between or among devices (including wireless devices, modems, computer servers, or other machines) and between devices and application servers in the cloud with limited to no manual administration, supervision, or intervention and which may or may not require additional Equipment. If Customer utilizes any Business Solutions Services, the requirements for use of such Services including data rates, equipment, and service-specific terms and conditions, shall be set forth in Exhibit B. Business Solutions Services are also governed by any applicable third party terms and conditions. Business Solution Services may require third party equipment, third party services such as software-as-a-service ("SAAS"), and/or the acceptance by Customer of third party end-user license agreements. USCC makes no warranties, representations, or other statements regarding such third party equipment, agreements, or services and Customer agrees that it may only use such third party equipment or services that are approved by USCC for use on its network. USCC may prohibit standard wireless devices and equipment from being activated on IoT lines.

(f) **Wireless Priority Service.** USCC is under contract with CSRA Inc. ("CSRA"), the Federal Government's Priority Telecommunications Services contractor, to provide call data for a user's Wireless Priority Service ("WPS") calls and Government Emergency Telecommunications Service ("GETS") calls to CSRA and the Department of Homeland Security Office of Emergency Communications for the purpose of evaluating service performance and protecting against fraudulent or unlawful use. If and when Customer uses WPS or GETS, Customer consents to USCC providing Customer's call data for WPS or GETS calls, as applicable, to these parties and for this purpose.

(g) Services offered by USCC may be subject to specific terms and conditions. Those additional terms and conditions are included in the applicable brochure or material for that specific Service and are incorporated herein and made a part of this Agreement.

3. EQUIPMENT.

(a) USCC will sell Equipment to Customer at the prices set forth in Exhibit B or Exhibit E for each new line of Service activated by Customer and each Eligible Upgrade. An "Eligible Upgrade" means Customer's first upgrade of wireless handset Equipment for a line of Service after completing 24 months of Service on such line. Except for Eligible Upgrades and new activations, all other purchases or upgrades of wireless handset Equipment shall be at full retail price.

(b) Certain Equipment may be purchased utilizing installment plan pricing. Equipment eligible for installment plan pricing and the applicable pricing is set forth in Exhibit E. Customer will be required to execute a separate Retail Installment Contract for Equipment purchases made with installment plan pricing.

(c) At Customer's option, Customer may change the Service plan for any of its then-existing Equipment to any other Service plan set forth on Exhibit B or Exhibit D, provided that such Equipment is compatible with the chosen Service plan.

(d) For Business Solutions Services, Customer may only utilize Equipment sold by or otherwise provided by USCC, or in the case of Equipment that is obtained directly from a third party, only Equipment that is approved by USCC for use on its network. USCC reserves the right to revoke any previous approval for Equipment and to refuse to provide Service(s) for any customer-owned Equipment at any time and for any reason in its sole discretion.

4. CUSTOMER SUPPORT.

USCC will provide Customer with customer support as set forth in Exhibit C.

5. RATES AND CHARGES.

(a) Customer shall pay for Service and Equipment at the rates set forth in this Agreement. Customer shall also pay applicable additional fees and charges including, without limitation, regulatory cost recovery charges (e.g., Universal Service Fund, Enhanced 911, and Wireless Number Portability), surcharges, and taxes. Customer acknowledges that such additional fees and charges are subject to change without prior notice. USCC will measure and bill voice Service usage in one-minute increments, and each partial minute of usage will be rounded up and billed

as a full minute. USCC may bill Customer for calls that are not completed but ring longer than 59 seconds. For completed calls, Customer will be billed from the time Customer pushes the “send” button until the call is terminated.

(b) The business address (not the billing address if different) will be deemed to be the primary place of use of Service for all Equipment for the purposes of calculating certain taxes, surcharges and fees. Customer agrees to inform USCC of any changes to the business address. That business address must always be within USCC’s licensed markets.

(c) If Customer desires to purchase any Services and/or Equipment offered by USCC for which rates and charges are not set forth in this Agreement then upon request from Customer, USCC may provide to Customer a written offer setting forth the applicable rates and charges therefor. If Customer accepts the rates and charges, USCC shall provide the Services and/or Equipment and the provision of such shall be controlled by the terms of this Agreement.

6. BILLING AND PAYMENT.

(a) USCC shall bill Customer on a monthly basis for all amounts due hereunder. Billing for some calls made/received by Customer outside of Customer’s Home Market may occur after the close of the regular billing cycle. Typically this occurs when Customer makes/receives calls late in the billing cycle outside of the Home Market such as when Customer is roaming on another carrier’s network or is making/receiving calls on a USCC network other than the Home Market. When this occurs, the minutes used, and associated charges, will be applied against Customer’s monthly calling plan in the month that the usage appears on the bill rather than the month the calls actually occurred.

(b) USCC may charge a late fee of 18% per annum for any amount not paid when due. Except where prohibited by law, USCC may charge a processing fee of up to \$5.00 on any credit balance due upon termination of Service for any reason. Customer agrees that it may be charged a collection fee if the account is referred to a third party agency for collection. The collection fee will be assessed up to the maximum amount permitted by applicable law. Customer agrees to reimburse USCC for all costs (including, without limitation, reasonable attorneys’ fees, collection fees and similar expenses) incurred by USCC in connection with the collection of amounts due from Customer hereunder.

7. COVERAGE.

Customer acknowledges that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity limitations. Representations of coverage by USCC or its agents are not guarantees. Customer also acknowledges that

Business Solutions Services may be interrupted or unavailable due to the failure of third party suppliers or the termination of one of more third party supplier relationships.

8. TERM AND TERMINATION.

(a) **Term.** Unless terminated earlier as provided herein, the initial term of this Agreement shall commence as of the Effective Date and shall expire two years thereafter (the "Initial Term"). The term of this Agreement shall renew thereafter for successive thirty-day terms (each a "Renewal Term") unless either party notifies the other party in writing of its intent not to renew this Agreement, and such notice is provided at least thirty days prior to the expiration of the Initial Term or the then-current Renewal Term, as the case may be. The Initial Term and any subsequent Renewal Terms shall collectively be known as the "Term".

(b) **Termination.** Either party (the "Non-defaulting Party") may terminate this Agreement if the other party (the "Defaulting Party"): (i) is or becomes insolvent; (ii) makes an assignment for the benefit of creditors, or a receiver is appointed to take charge of all or any part of the Defaulting Party's assets or business; (iii) is the subject of a bankruptcy, whether voluntary or involuntary; or (iv) materially breaches any of its obligations under this Agreement, and such breach is not cured within ten days after the Non-defaulting Party notifies the Defaulting Party in writing of such breach. Additionally, USCC may terminate this Agreement at any time if it ceases to provide Service in Customer's Home Market. Monthly recurring charges for Services shall be prorated to coincide with the termination date and depending on the type of Service and usage incurred during the month of termination, such a proration may result in Customer incurring overage charges.

(c) **Early Termination Fees.** If this Agreement is terminated for any reason during the Term other than for a breach by USCC or due to USCC ceasing to provide Service in Customer's Home Market, Customer may be assessed an early termination fee ("ETF"). Customer's request to port any number will be considered notice to USCC to terminate Service immediately. The ETF shall be \$150.00 per line for basic phones, modems, hotspot devices and \$350.00 per line for smartphones, tablets, and Equipment utilized on Business Solutions Services lines. Regardless of the start and end date of the Term of this Agreement, the ETF will be prorated over twenty-four months starting from the date of initial activation of the Equipment in accordance with the following: an ETF of \$350.00 for a 24 month term will be reduced by \$8.33 for each of months 1 - 23, \$8.41 for month 23, and further reduced to \$0 after the last day of month 24 (\$150.00 remaining ETF applies during month 24); an ETF of \$150.00 for a 24 month term will be reduced by \$3.13 for each of months 1 - 23 and further reduced to \$0 at the conclusion of month 24 (\$75.00 remaining ETF applies during month 24). ETF's of any different amount or for a different term length will be specifically set forth in Exhibit E.

Notwithstanding the aforementioned, ETF's shall only apply to lines of Service in which the Customer has purchased subsidized Equipment. ETF's shall not apply to any line on Service in which the Equipment was purchased pursuant to a Retail Installment Contract. Exhibit B may state additional requirements for ETF's associated with Equipment on Business Solution Services lines.

(d) Consequences of Termination. Upon termination or expiration of this Agreement: (i) Customer shall pay all amounts due hereunder to USCC; (ii) USCC shall cease to provide Service hereunder; and (iii) Sections 7 and 9 through 19, as well as any other provision that should naturally extend beyond the termination or expiration of this Agreement, shall survive such expiration or termination of this Agreement for any reason.

9. AUTHORIZED USERS.

Customer may appoint one or more persons to manage Customer's account ("**Authorized Users**"). These Authorized Users will be able to access and make changes to Customer's account, including but not limited to; view information about the account, add and/or terminate lines of Service, purchase equipment, extend and/or renew the contract term, make payments on the account, etc. Customer is responsible for any account changes made by the Authorized Users.

10. THEFT.

If any Equipment is lost, stolen or otherwise absent from Customer's possession and control, Customer is responsible for all charges until Customer reports the loss, theft, or other occurrence to USCC. USCC may require Customer to provide USCC with a police report or sworn statement verifying the loss or theft before waiving any charges. No such report shall be deemed to be a notice of termination of this Agreement.

11. ARBITRATION.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). THE AMERICAN ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY

AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS USCC AND CUSTOMER OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. THIS PROVISION REQUIRING INDIVIDUAL TREATMENT OF ALL CLAIMS IS NOT SEVERABLE AND SHOULD THIS PROVISION BE DEEMED UNENFORCEABLE AT ANY TIME BY ANY ARBITRATOR OR BY ANY COURT OF COMPETENT JURISDICTION, THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID IN ITS ENTIRETY. THIS ARBITRATION PROVISION SURVIVES THE TERMINATION OF THIS AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

12. CERTIFICATE OF AUTHORITY.

If Customer is a person, firm, or organization other than the individual user of the Service, the individual agreeing to this Agreement on behalf of such Customer hereby certifies having authority to agree on behalf of Customer.

13. LIMITS OF LIABILITY.

USCC'S LIABILITY REGARDING CUSTOMER'S USE OF THE SERVICES OR RELATED EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICE OR EQUIPMENT, IS LIMITED TO THE CHARGES CUSTOMER INCURS FOR THE APPLICABLE SERVICE OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS USCC IS NOT LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

14. DISCLAIMER OF WARRANTIES.

USCC MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT OR SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF

MERCHANTABILITY, INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. USCC IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. USCC DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND CUSTOMER'S ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER (WITH RESPECT TO WHICH USCC HAS NO LIABILITY WHATSOEVER). USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF ANY SERVICE. USCC SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY END USER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION WITH RESPECT TO ANY ELEMENT OF THE SERVICE PROVIDED BY ANY THIRD PARTY THROUGH OR IN CONJUNCTION WITH USCC. IN ADDITION, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USCC SPECIFICALLY DISCLAIMS THE SUITABILITY OF THE SERVICE FOR USE IN MISSION CRITICAL APPLICATIONS OR IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL AND LIFE SUPPORT OR WEAPONS SYSTEMS.

15. ASSIGNMENT.

Neither party shall have the right to assign or transfer its rights or obligations pursuant to this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer this Agreement to a successor as a result of a merger, consolidation, acquisition, reorganization or sale of all or substantially all of such party's assets without the prior consent of the other party. No such assignment or transfer shall have the effect of increasing the obligations of either party under this Agreement. The terms and conditions of this Agreement will inure to the benefit of, and shall be binding upon, each party's successors and permitted assigns.

16. ENTIRE AGREEMENT AND AMENDMENT.

This Agreement is the entire agreement between Customer and USCC. This Agreement supersedes any inconsistent or additional promises made to Customer by any employee or agent of USCC, including but not limited to any customer service agreement between USCC and any affiliate or subsidiary of Customer. In the event of a conflict or inconsistency between the terms of this Agreement and any other referenced agreement or terms and conditions, the terms of this Agreement shall govern and control. Except as otherwise provided herein, this Agreement may not be

modified or amended or any rights of a party to it waived except in a writing signed by duly authorized representatives of the parties hereto.

17. **GOVERNING LAW.**

This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. In the event of any conflict between this Agreement and the applicable laws or tariffs of any local, state or federal body, such laws or tariffs shall control to the extent applicable. All Exhibits to this Agreement are hereby incorporated into and made a part of this Agreement.

18. **NO WAIVER; SEVERABILITY.**

USCC's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

19. **NOTICE.**

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given when either personally served or after 3 business day if mailed by certified, registered mail, return receipt requested, or after 1 business day if delivered by a reputable overnight delivery service, or by facsimile transmission to:

USCC:

Attn: Roberto Pineda
400 Bradley Blvd Ste. 200
Richland, WA 99352

Customer:

Attn: Chief Gregory Cobb
102 W. Ahtanum
Union Gap, WA 98903

With a copy to:

USCC Services, LLC
Attn: Legal and Regulatory Affairs
8410 West Bryn Mawr
Chicago, IL 60631
FAX #: (773) 864-3133

and to:

Stephen P. Fitzell, Esq.
Sidley Austin LLP
One S. Dearborn Street
Chicago, IL 60603
FAX #: (312) 853-7036

If either party changes its address during the Term, it shall so advise the other party in writing, and all notices thereafter required to be given shall be sent to such new address.

20. **COMPLIANCE WITH LAW.**

Each party shall comply with all applicable laws, rules and regulations in its performance hereunder.

21. **PUBLICITY AND ADVERTISING.**

Neither party shall, without the prior written consent of the other party: (i) use any name, trade name, trademark, service mark or symbol of the other party in advertising, publicity or otherwise, or (ii) represent, directly or indirectly, that any Service or Equipment provided by such party has been approved or endorsed by the other.

22. **IN BUILDING REPEATER SYSTEMS.**

Customer acknowledges that, pursuant to Section 22.383 of the FCC's Rules (47 C.F.R. Section 22.383), only FCC licensees are authorized to install and operate any "in building radiation systems" or "in building repeater systems" as defined in Section 22.99 of the FCC's Rules (47 C.F.R. Section 22.99) and that the installation and operation of any such system can take place only with USCC's consent and under its supervision and control. During the term of this Agreement, Customer shall not install on its premises any such system without USCC's prior written consent.

23. **AFFILIATES AND SUBSIDIARIES.**

Upon request by Customer and subject to USCC's written approval, which may be withheld in its sole discretion, Customer's affiliates and subsidiaries may purchase Service or Equipment from USCC pursuant to the terms and conditions of this Agreement. Customer shall guarantee the performance of its approved affiliates and subsidiaries obligations under this Agreement.

24. **CREDIT INFORMATION.**

Customer authorizes business references or consumer and credit agencies to furnish USCC with credit records, ratings, and history.

25. **PRIVACY/ACCEPTABLE USE/COPYRIGHT**

USCC may collect, process and share personal information about Customer or Customer's account consistent with USCC's privacy policy, available at www.uscellular.com, without further specific notice to Customer. Customer can also view USCC's acceptable use and copyright policies at www.uscellular.com. Customer authorizes and consents to allow USCC and/or its third party collection agencies to contact Customer regarding Customer's account status. Such contact may be made by live persons or pre-recorded messages to any mailing address, telephone number, wireless telephone number, e-mail address or any other electronic address that Customer provides. Customer agrees that such contact may be

made by an automatic telephone dialing system, automatic e-mailing system or any other automatic electronic messaging system.

26. WIRELESS EMERGENCY ALERTS

U.S. Cellular delivers wireless emergency alerts (“WEAs”), at no additional charge, to capable devices of customers throughout its service area and through roaming arrangements in most circumstances. Participation in the WEA program by wireless providers such as U.S. Cellular is voluntary, but those that offer the service must adhere to the technical and operational requirements established by the FCC. The FCC has recently adopted certain enhanced WEA features that U.S. Cellular is deploying in its network. However some devices may not be able to access some or all of these enhanced features. U.S. Cellular makes no representation concerning the suitability of any device to receive WEAs. For additional information about WEAs, please see our website at uscellular.com/wea.

* * * * *

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

USCC SERVICES, LLC

UNION GAP POLICE DEPARTMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

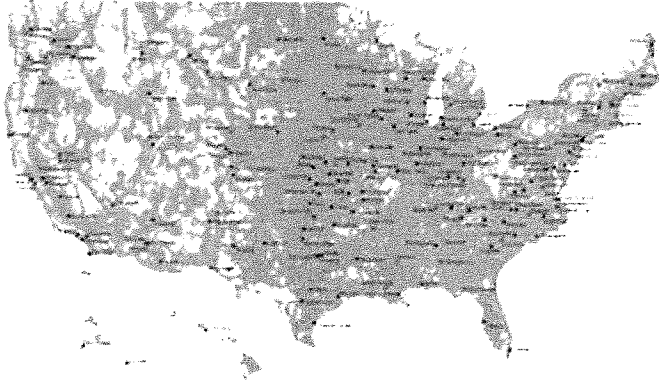
Date _____

Date _____

SIGNATURE PAGE
TO
BUSINESS CUSTOMER SERVICE AGREEMENT
BY AND BETWEEN
USCC SERVICES, LLC
AND
UNION GAP POLICE DEPARTMENT

EXHIBIT A CURRENT COVERAGE MAP

National Voice Coverage



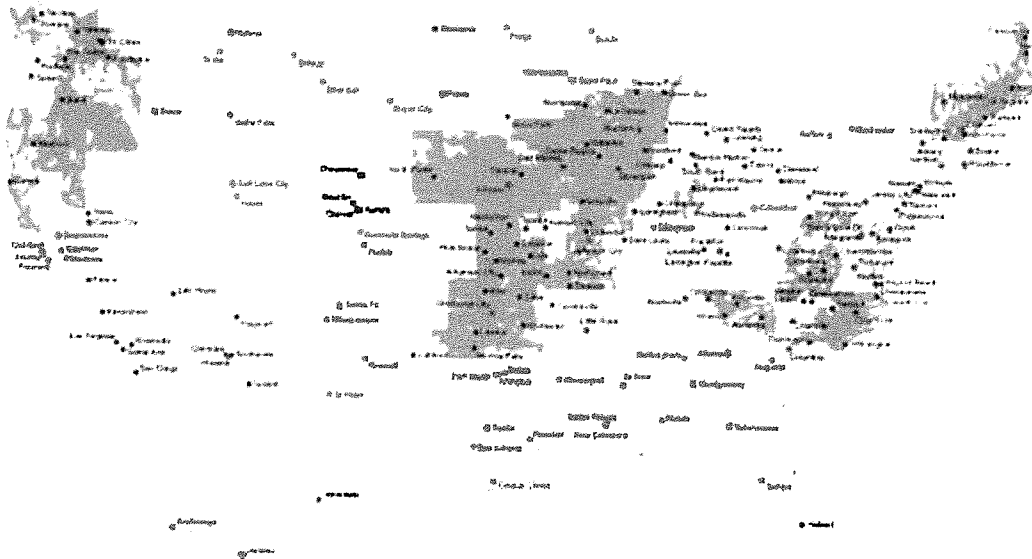
National Coverage Area
 No Coverage

National Data/4G LTE Coverage



4G LTE Data Preferred Coverage*
 4G LTE Data Coverage
 Standard Data Coverage
 No Coverage
*Coverage for device required

U.S. Cellular Licensed Markets



U.S. Cellular licensed markets
 U.S. Cellular non-licensed markets
 No Coverage

EXHIBIT B – N/A

Business Solutions Services

IoT Rate Plans			
IoT Subscriber Plan Name	Data Allowance	MRC*	Overage Charges

**monthly recurring charge*

Business Solutions Equipment purchased from USCC		
Model and/or Description	Equipment Retail Price	Price with 2yr. Service Agreement

IP Addressing			
BO ID	Billing Offer (BO) Name	Charge	Frequency

Value Added Services			
VAS Name/or Description	# of Licenses	MRC per License	Total MRC

If Customer chooses to pay for any Business Solutions Service(s) via carrier billing, Customer agrees that USCC may include the applicable monthly charge on Customer's bill for the Business Solutions Services and that Customer shall pay those charges when due. USCC may include a one-time implementation charge and equipment charge on Customer's bill when applicable. Customer agrees that USCC may share Customer information with third-party Business Solution Services providers, including but not limited to name, company name, cellular telephone number, and e-mail address. Customer may be responsible to pay the third-party Business Solutions Services provider directly for any remaining charges for the Business Solutions Services upon expiration or termination of this Agreement.

EXHIBIT C

CUSTOMER SUPPORT

We support our business customers with specialized teams that include some of our most experienced associates.

Account Team Contact Information:

Dedicated Local BASE:

USCC provides a **Business Account Sales Executive (BASE)** to business and government accounts for personal and local sales/service representation. These representatives work closely with customers to understand their business needs and offer solutions specifically suited to those needs. The Business Account Sales Executive is also available to assist your account in facilitating phone/live training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services and other ongoing support.

- Macy Moore
- 918-277-9583
- Macy.Moore@uscellular.com

Customer Service Contact Information:

Union Gap Police Department will also have access to a specialized Business-to-Business Customer Service and Billing Support Team.

For general questions regarding your account contact **1-800-305-2501**

For support related to Business Solutions Services (Exhibit B) contact **1-877-805-7073**

EXHIBIT D

RATES

Rate Plan				
# of Lines	Plan Description	Discounts	Cost Per Line/Per Month	Monthly Sub-Total
20	First Responder's Unlimited Plan	N/A	\$39.99	\$39.99

Total monthly plan cost:	\$799.80
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EXHIBIT E
EQUIPMENT

Subsidized Equipment Charges			
Quantity	Description/Item ID	Equipment Retail Price	Price with 2yr. Service Agreement
20	iPhone XR 64GB	\$599.00	\$0.01

Total:	\$0.20
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Accessories			
Quantity	Description/Item ID	Discount	Price
20	Otterbox Commuter	25%	\$37.49
20	Gadget Guard Glass Screen Protector	25%	\$30.00

Total:	\$1,349.80
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City Council Communication

Meeting Date: October 14, 2019
From: Bronson Brown, City Attorney
Topic/Issue: Ordinance – Assignment of a Non-Exclusive Franchise Agreement – Wholesail Networks, LLC.

SYNOPSIS: The City of Union Gap granted to Noel Communications, Inc., a Washington corporation, a franchise as set forth in Ordinance No. 2910, passed by the City Council on November 28, 2016, to use present and future rights of-way within the City of Union Gap for the purpose of providing telecommunications services. Wholesail Networks, LLC is buying out Noel Communications and is requesting the City consent to an assignment of the franchise agreement from Noel Communications to Wholesail Networks LLC.

RECOMMENDATION: Adopt an ordinance approving the assignment of the franchise agreement from Noel Communications to Wholesail Networks, LLC.

LEGAL REVIEW: The City Attorney prepared the ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE Approving the Assignment of a Non-Exclusive Franchise.

WHEREAS, the City of Union Gap ("Grantor") granted to Noel Communications, Inc., a Washington corporation ("Grantee"), a franchise as set forth in Ordinance No. 2910, passed by the City Council on November 28, 2016, to use present and future rights of-way within the City of Union Gap for the purpose of providing telecommunications services (the "Franchise");

WHEREAS, Grantee plans to enter into an agreement (the "Purchase Agreement") to sell certain of its assets and related business operations, including the Franchise (collectively, the "Business"), to Wholesail Networks LLC, a Washington limited liability company ("Assignee");

WHEREAS, Grantee submitted a letter to Grantor on or about August 13, 2019, requesting Grantor's consent to the Assignment of the Franchise from Grantee to Assignee (the "Consent Request");

WHEREAS, in connection with the consummation of the sale of the Business to Assignee, which is anticipated to take place on or around August 31, 2019 (the "Closing"), Grantee desires to assign its rights and delegate its obligations under the Franchise to Assignee (the "Assignment");

WHEREAS, Grantor has conducted a review of the legal, technical and financial qualifications of Assignee to hold the Franchise and own and operate the telecommunications network authorized by the Franchise;

WHEREAS, all written comments and staff reports have been received, and made a part of the record; and

WHEREAS, based on the foregoing, Grantor has concluded Assignee has established it meets the legal, technical and financial criteria to hold the Franchise and to operate the telecommunications network.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, as follows:

SECTION 1. GRANT

A. Grantor hereby approves the Consent Request and consents to the transactions contemplated by the Purchase Agreement and the Assignment.

B. Grantor confirms that: (a) the Franchise was duly issued to Grantee, is valid and enforceable in accordance with its terms, and is in full force and effect; (b) other than as set

forth in this Ordinance, there have been no amendments or modifications to the Franchise; (c) to Grantor's knowledge, there are no defaults under the Franchise, and no event has occurred and is continuing which, with the giving of notice or passage of time, or both, could constitute a default thereunder; and (d) upon the Closing, the duly authorized franchisee under the Franchise will be Assignee.

C. Assignee may hereafter, with prior consent of Grantor, from time to time: (a) assign or transfer its assets, including the Franchise, provided however, that such assignment or transfer is to a parent or subsidiary of Assignee or another entity under direct or indirect control of the parent of Assignee; (b) restructure its debt or change the ownership interests among its equity participants, and/or its affiliates; (c) pledge or grant a security interest in its assets, including but not limited to the Franchise, or of the ownership interests in Assignee, to any secured lender(s) for purposes of securing indebtedness.

D. The Franchise and this Ordinance were and are made, passed and adopted in accordance with all applicable notice and procedure requirements under all laws applicable to Grantor, and with all applicable notice and procedure requirements, and do not conflict with the laws, ordinances, resolutions and other regulations of Grantor, as presently in effect or as the same were in effect at the time the particular action was taken.

E. Grantor's approval of the Consent Request and its consent to the Assignment of the Franchise to Assignee shall be effective from and after its adoption and approval by the Grantor. Assignee shall notify the Grantor in writing upon the date of the Closing.

F. Grantor releases Grantee, effective upon the Closing, from all obligations and liabilities (including any guarantee or surety) under the Franchise related to the period on and after the date of the Closing; and Assignee shall be responsible for any obligations and liabilities under the Franchise related to the period on and after the date of the Closing.

ORDAINED this 14th day of October, 2019

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: October 14, 2019
From: Bronson Brown, City Attorney
Topic/Issue: Discussion – Transfer of Craft Night Reserve Fund Proceeds to Library Non-Profit

SYNOPSIS: The Library Committee has requested that the proceeds of the Craft Night Reserve Fund (110) be transferred to the Library Non-Profit.

RECOMMENDATION: Discussion Only.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
September 23, 2019 Regular Meeting
MINUTES

<u>Call to Order</u>	Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Hodkinson, Murr, Matson, Schilling, and Dailey were present. Council Member Butler attended telephonically.
<u>Staff Present</u>	City Attorney Brown, Police Chief Cobb, Fire Chief Markham, Civil Engineer Dominguez, Finance and Administration Director Clifton, Deputy Clerk Treasurer Bisconer.
<u>Audience Present</u>	See attached list.
<u>Pledge of Allegiance</u>	Mayor Wentz led the pledge of allegiance.
<u>Consent Agenda</u>	<p>Motion by Deputy Mayor Matson, second by Council Member Murr to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes dated September 9, 2019 as attached to the Agenda and maintained in electronic format.</p> <p>Payroll Vouchers – EFT’s, and Voucher Nos. 99915 through 99922 for September 10, 2019, in the amount of \$341,495.30.</p> <p>Petty Cash Vouchers – Check No. 1908 for September, 2019, in the amount of \$61.75.</p> <p>Claims Vouchers – EFT’s and Voucher Nos. 99923 through 100022 for September 23, 2019, in the amount of \$1,675,237.80.</p> <p>Motion carried unanimously.</p>
<u>Items from the Audience</u>	None.
<u>General Items</u>	
<u>Finance & Administration</u>	
Resolution No. – 19-42 – Authorizing City Manager	Motion by Council Member Hodkinson, second by Council Member Murr to approve Resolution No. - 19-42 – authorizing the City Manager to sign

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 23, 2019

to Sign Retainage Agreement with MH Construction a retainage agreement with MH Construction. Motion carried unanimously.

Resolution No. – 19-43 – Approving Loan Conditions for USDA-RD Loan Resolution (Form RD 1942-47) Motion by Council Member Murr, second by Deputy Mayor Matson to approve Resolution No. – 19-43 – approving the loan conditions established by the United States Department of Agriculture, Rural Housing Service (USDA-RD), for the Civic Campus. Motion carried unanimously.

Ordinance No. – 2970 – Bond Ordinance – Civic Campus Project Motion by Council Member Hodkinson, second by Deputy Mayor Matson to adopt Ordinance No. – 2970 – authorizing the sale of Limited Tax General Obligation Bond for the Civic Campus. Motion carried unanimously.

Ordinance No. – 2971 – 2019 Budget Amendment – Creating Fund 305 – Regional Beltway Connector Motion by Deputy Mayor Matson, second by Council Member Hodkinson to adopt Ordinance No. – 2971 – amending the 2019 Budget creating fund number 305 – Regional Beltway Connector, and transferring all revenues and expenditures from related funds to this new fund. Motion carried unanimously.

Public Works & Community Development

Resolution No. – 19-44 – Set Public Gearing – Comprehensive Plan/Rezone Amendment Motion by Council Member Dailey, second by Council Member Murr to adopt Resolution No. – 19-44 – setting a public hearing to consider amending the Comprehensive Plan/Rezone. Motion carried unanimously.

Police

Resolution No. – 19-45 – Cooperative Fire Protection Agreement with the Bureau of Indian Affairs Yakama Agency Motion by Council Member Hodkinson, second by Council Member Murr to approve Resolution No. – 19-45 – authorizing the City Manager to sign a Cooperative Fire Protection Agreement with the United States Department of Interior Bureau of Indian Affairs Yakama Agency. Motion carried unanimously.

Items from the Audience

Terry Schilling addressed the Council to say that he wanted to present information but felt that the current time would not be appropriate and would be presenting at a later date.

City Manager Report

City Manager Fisher requested Council to remain seated after adjournment to share staff information; Fisher stated that training had been hosted by The City of Union Gap for WCIA - Contract Management/Risk Management/Policy Development; Staff's fall activities are under way,

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – September 23, 2019

such as street striping and project close outs; Advertisement and services for Free transit to and from the City of Union Gap and the Central WA. State Fair are currently underway.

Communications/Questions/ None.
Comments

Development of Next Council Member Schilling requested funding of Library Acct #110 be
Agenda added to the next agenda. City Attorney Brown requested that it be added as a discussion item as he has information for the Council.

Adjournment of Meeting Mayor Wentz adjourned the meeting at 6:30 p.m.

Arlene Fisher-Maurer, City Manager

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: October 14, 2019
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Payroll Vouchers – October 14, 2019

SYNOPSIS: Payroll Vouchers for the month of September 2019

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 100025 through 100032 in the amount of \$ 527,218.91.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Payroll Voucher Register

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

01/01/2019 To: 10/31/2019

Time: 14:47:17 Date: 10/03/2019

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5475	09/10/2019	Payroll	2	EFT	INTERNAL REVENUE SERVICE	71,096.29	941 Deposit for Pay Cycle(s) 09/01/2019 - 09/30/2019
5877	10/10/2019	Payroll	2	EFT	LYNETTE BISCONER	4,094.50	September Payroll
5878	10/10/2019	Payroll	2	EFT	RYAN BONSEN	5,413.05	September Payroll
5879	10/10/2019	Payroll	2	EFT	JABAN R BROWNELL	5,269.97	September Payroll
5880	10/10/2019	Payroll	2	EFT	CRAIG G BUNTING	4,775.40	September Payroll
5881	10/10/2019	Payroll	2	EFT	DAVID D BUTLER	546.08	September Payroll
5882	10/10/2019	Payroll	2	EFT	JASON G CAVANAUGH	4,657.39	September Payroll
5883	10/10/2019	Payroll	2	EFT	NEREDIHT E CHAVEZ	2,324.02	September Payroll
5884	10/10/2019	Payroll	2	EFT	KAREN CLIFTON	5,510.04	September Payroll
5885	10/10/2019	Payroll	2	EFT	GREGORY COBB	6,122.64	September Payroll
5886	10/10/2019	Payroll	2	EFT	CHRIS DAHL	3,684.08	September Payroll
5887	10/10/2019	Payroll	2	EFT	SANDY L DAILEY	546.08	September Payroll
5888	10/10/2019	Payroll	2	EFT	ERICK MICHAEL DELP	7,873.77	September Payroll
5889	10/10/2019	Payroll	2	EFT	TORIN M DELVO	3,587.79	September Payroll
5890	10/10/2019	Payroll	2	EFT	DAVID DOMINGUEZ	5,031.30	September Payroll
5891	10/10/2019	Payroll	2	EFT	DAMON A DUNSMORE	4,708.83	September Payroll
5892	10/10/2019	Payroll	2	EFT	TRAVIS FISCUS	2,875.38	September Payroll
5893	10/10/2019	Payroll	2	EFT	ARLENE F FISHER-MAURER	8,130.18	September Payroll
5894	10/10/2019	Payroll	2	EFT	RODOLFO V GUZMAN	2,511.72	September Payroll
5895	10/10/2019	Payroll	2	EFT	DENNIS HENNE	5,820.19	September Payroll
5896	10/10/2019	Payroll	2	EFT	ROBERT M HENNESSY	3,311.69	September Payroll
5897	10/10/2019	Payroll	2	EFT	JOHN P HODKINSON JR	546.08	September Payroll
5898	10/10/2019	Payroll	2	EFT	JARED S HUNT	4,360.63	September Payroll
5899	10/10/2019	Payroll	2	EFT	SHAWN R JAMES	4,118.69	September Payroll
5900	10/10/2019	Payroll	2	EFT	RUDY M JIMENEZ	4,443.25	September Payroll
5901	10/10/2019	Payroll	2	EFT	CHASE KELLOGG	4,313.60	September Payroll
5902	10/10/2019	Payroll	2	EFT	ALBA L LEVESQUE	4,507.21	September Payroll
5903	10/10/2019	Payroll	2	EFT	JO LINDER	2,911.08	September Payroll
5904	10/10/2019	Payroll	2	EFT	TERESA LOPEZ	3,780.45	September Payroll
5905	10/10/2019	Payroll	2	EFT	VALENTINA MARTINEZ	2,319.43	September Payroll
5906	10/10/2019	Payroll	2	EFT	HOWARD L MASON	2,488.03	September Payroll
5907	10/10/2019	Payroll	2	EFT	DAVID W MATSON	551.08	September Payroll
5908	10/10/2019	Payroll	2	EFT	STACE J MCKINLEY	3,879.27	September Payroll
5909	10/10/2019	Payroll	2	EFT	ROBERT MCRAE	3,394.14	September Payroll
5910	10/10/2019	Payroll	2	EFT	JAMES E MURR	517.78	September Payroll
5911	10/10/2019	Payroll	2	EFT	SERGIO E OCHOA	4,395.21	September Payroll
5912	10/10/2019	Payroll	2	EFT	RONALD PHILLIPS	4,079.09	September Payroll
5913	10/10/2019	Payroll	2	EFT	REBECCA R PINA	2,331.84	September Payroll
5914	10/10/2019	Payroll	2	EFT	CASEY M RIDDELL	2,935.40	September Payroll
5915	10/10/2019	Payroll	2	EFT	HECTOR A RIVERA	5,684.32	September Payroll
5916	10/10/2019	Payroll	2	EFT	PAUL K SANDERS	4,247.90	September Payroll
5917	10/10/2019	Payroll	2	EFT	CURTIS J SANTUCCI	4,281.13	September Payroll
5918	10/10/2019	Payroll	2	EFT	KURT W SCHELHAMMER	3,261.95	September Payroll
5919	10/10/2019	Payroll	2	EFT	JULIE SCHILLING	549.08	September Payroll
5920	10/10/2019	Payroll	2	EFT	MICHAEL STILLWAUGH	4,084.05	September Payroll
5921	10/10/2019	Payroll	2	EFT	RAYMOND V SUAREZ	3,953.71	September Payroll
5922	10/10/2019	Payroll	2	EFT	AMANDA L TOWLE	3,392.47	September Payroll
5923	10/10/2019	Payroll	2	EFT	ERIC B TURLEY	4,859.96	September Payroll
5924	10/10/2019	Payroll	2	EFT	JENNY V VALLE	2,878.91	September Payroll
5925	10/10/2019	Payroll	2	EFT	JOSEPH VANICEK	4,751.48	September Payroll
5926	10/10/2019	Payroll	2	EFT	GLORIA A WALTMAN	2,953.49	September Payroll
5927	10/10/2019	Payroll	2	EFT	TERRYL D WAY	5,634.41	September Payroll
5928	10/10/2019	Payroll	2	EFT	ROGER E WENTZ	520.78	September Payroll
5929	10/10/2019	Payroll	2	EFT	TIMOTHY J WILSEY	1,457.45	September Payroll

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5930	10/10/2019	Payroll	2	EFT	AFLAC	284.00	Pay Cycle(s) 10/01/2019 To 10/31/2019 - AFLAC; Pay Cycle(s) 10/01/2019 To 10/31/2019 - AFLAC Pre Tax
5931	10/10/2019	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	86,868.43	LEOFF 1 RETIREE MEDICAL BENEFITS - 08/2019; Pay Cycle(s) 10/01/2019 To 10/31/2019 - Medical
5932	10/10/2019	Payroll	2	EFT	ICMA RETIREMENT TRUST #302189 ROTH	2,257.90	Pay Cycle(s) 10/01/2019 To 10/31/2019 - ICMA ROTH - 50CU; Pay Cycle(s) 10/01/2019 To 10/31/2019 - ICMA 457 ROTH
5933	10/10/2019	Payroll	2	EFT	ICMA RETIREMENT TRUST#108800	2,073.50	Pay Cycle(s) 10/01/2019 To 10/31/2019 - ICMA MNGT Trust
5934	10/10/2019	Payroll	2	EFT	ICMA RETIREMENT TRUST#302189	11,997.80	Pay Cycle(s) 10/01/2019 To 10/31/2019 - ICMA Retirement Trust
5935	10/10/2019	Payroll	2	EFT	INTERNAL REVENUE SERVICE	74,975.82	941 Deposit for Pay Cycle(s) 10/01/2019 - 10/31/2019
5936	10/10/2019	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	146.00	Pay Cycle(s) 10/01/2019 To 10/31/2019 - WSDCS
5937	10/10/2019	Payroll	2	EFT	WA STATE DRS - DCP	100.00	Pay Cycle(s) 10/01/2019 To 10/31/2019 - DRS - DCP
5938	10/10/2019	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	19,021.82	Pay Cycle(s) 10/01/2019 To 10/31/2019 - LEOFF II
5939	10/10/2019	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	29,114.58	Pay Cycle(s) 10/01/2019 To 10/31/2019 - PERS II; Pay Cycle(s) 10/01/2019 To 10/31/2019 - PERS III
5948	09/30/2019	Payroll	2	EFT	WA STATE DEPT OF L&I	28,034.01	3RD Quarter 07/01/2019 - 09/30/2019
5940	10/10/2019	Payroll	2	100025	EMPLOYEE FUND	130.00	Pay Cycle(s) 10/01/2019 To 10/31/2019 - Employee Fund
5941	10/10/2019	Payroll	2	100026	TEAMSTERS LOCAL 760	699.00	Pay Cycle(s) 10/01/2019 To 10/31/2019 - Teamsters Dues
5942	10/10/2019	Payroll	2	100027	UNION GAP POLICE OFFICERS ASSN	1,500.00	Pay Cycle(s) 10/01/2019 To 10/31/2019 - UGPOA Dues
5943	10/10/2019	Payroll	2	100028	USABLE LIFE	87.40	Pay Cycle(s) 10/01/2019 To 10/31/2019 - USAble Life
5944	10/10/2019	Payroll	2	100029	WA STATE COUNCIL OF CNTY	675.63	Pay Cycle(s) 10/01/2019 To 10/31/2019 - AFCSME Dues
5945	10/10/2019	Payroll	2	100030	WA STATE COUNCIL OF	150.00	Pay Cycle(s) 10/01/2019 To 10/31/2019 - WSCOPO Dues
5946	10/10/2019	Payroll	2	100031	WESTERN CONFERENCE OF	1,742.98	Pay Cycle(s) 10/01/2019 To 10/31/2019 - Teamster's Pension
5947	10/10/2019	Payroll	2	100032	WESTERN STATES POLICE MEDICAL TRUST	1,086.30	Pay Cycle(s) 10/01/2019 To 10/31/2019 - WSPMT
						7,081.03	
000						409,875.49	
001 Current Expense Fund						39,467.42	
101 Street Fund							

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	128 Transit System Fund				9,058.35	
	401 Water Fund				21,699.44	
	402 Garbage Fund				3,383.08	
	403 Sewer Fund				36,654.10	
					<u>527,218.91</u>	
					527,218.91 Payroll:	527,218.91



City Council Communication

Meeting Date: October 14, 2019
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – October 14, 2019

SYNOPSIS: Claim Vouchers Dated October 14, 2019

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 100024 and Voucher Nos. through 100033 through 100127 In the amount of \$ 9,138,764.88.

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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5761	08/05/2019	Claims	2	EFT	CHASE PAYMENTECH		Incorrect entry
5765	08/05/2019	Claims	2	EFT	CHASE PAYMENTECH	807.65	REVERSE INCORRECT CHARGE; ONLINE PAYMENTS FEE - 07/2019
5851	10/07/2019	Claims	2	EFT	XPRESS BILL PAY	421.59	ONLINE PAYMENTS FEE - 09/2019
5863	10/01/2019	Claims	2	EFT	MERCHANT SERVICES	729.14	CREDIT CARD PAYMENTS FEE - 09/2019
5949	10/14/2019	Claims	2	EFT	US BANK CARDMEMBER SVC	966.08	BUSINESS SOURCE WIREBOUND MEMO BOOKS; HOTEL CANCELLATION-REFUND; WATER FOR COUNCIL; CLEAR CUPS AND NAPKINS FOR LIBRARY MEETING; WAPRO MEMBERSHIP - BISCONER; GRANT WRITING - KELLOGG; WCIA CONTRACTS TRA
5999	10/14/2019	Claims	2	EFT	CENTURY LINK	1,771.82	SENIOR CENTER-09/2019; CIVIC CAMPUS FAX LINE; PHONE LNE & FIRE DEPT.-09/2019; BOOSTER PUMP STATION-09/2019; PW WORKS-09/2019; CIVIC CAMPUS TRUNK SVC-09/2019; PUBLIC WORKS TI-09/2019;WA TELEMETRY-09/20
6000	10/14/2019	Claims	2	EFT	INTEGRA TELECOM	1,903.83	FIRE DEPT. 10/03/2019-11/02/2019
6001	10/14/2019	Claims	2	EFT	OFFICE DEPOT-CITY HALL	1,372.77	INK CTG'S; HP PRINTER; WIPES; TAPE DISPENSER-LIBRARY/SESSI ON ROOM; TAPE DISPENSER; STAPLES;EXP LTR WALLET; LTR HOLD WALLET; MAGNET CLIPS; STAPLERS; INK CTG'S; INK & STADIUM FILE; POLY FILE
6002	10/14/2019	Claims	2	EFT	OFFICE DEPOT-PD	27.69	PENS/STAPLER
6003	10/14/2019	Claims	2	EFT	SHELL OIL COMPANY	108.13	DEL P FUEL SEPT 1-15 2019
5844	10/01/2019	Claims	2	100024	COLUMBIA FORD	40,448.38	2020 K8A UTILITY 1FM5K8AB7LGA19814
5971	10/08/2019	Claims	2	100033	MEDSTAR CABULANCE,	79,664.37	DIAL A RIDE/FIXED ROUTE-09/2019
5972	10/08/2019	Claims	2	100034	SISTER REBECCA BERGHOFF	750.00	MAIN ST RECON PH 1; RRUGAP-3509; PARCEL 191205-32535; COUNTEROFFER
5973	10/07/2019	Claims	2	100035	CASHMERE VALLEY BANK	8,642,275.89	OCTOBER LOAN PAYMENT-CIVIC CAMPUS
5974	10/07/2019	Claims	2	100036	KUTAK ROCK LLP	25,000.00	CIVIC CAMPUS BOND ATTORNEY SVC
6004	10/14/2019	Claims	2	100037	ADVANCED DIGITAL IMAGING LLC	346.24	#1027 DECAL, LOGO, LETTERING
6005	10/14/2019	Claims	2	100038	ADVANCED TRAVEL EXP. FUND	46.86	REIMBURSE #1171
6006	10/14/2019	Claims	2	100039	AMERIFUEL	12,669.92	FUEL AUG 16-AUG 31 2019; FUEL SEPT 1-15 2019; FUEL 7/16/19 - 7/31/19; FUEL 8/1-8/15 2019; FUEL 9/16-9/30 2019

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6007	10/14/2019	Claims	2	100040	ASSOCIATION OF WA CITIES	370.00	IACC CONFERENCE 2019; REGISTRATION; HENNE / DOMINGUEZ
6008	10/14/2019	Claims	2	100041	ATLAS STAFFING INC	4,377.60	SEASONAL PARKS; WEEK WORKED 09.15.19; SEASONAL PARKS; WEEK WORKED 09.22.19; SEASONAL PARKS; WEEK WORKED 09.29.19
6009	10/14/2019	Claims	2	100042	GUADALUPE BADILLO	300.00	CLEANING DEPOSIT REFUND
6010	10/14/2019	Claims	2	100043	BASIN DISPOSAL OF YAKIMA LLC	91,407.47	GA/RCY-08/22/2019-09/21/201
6011	10/14/2019	Claims	2	100044	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY-09/2019
6012	10/14/2019	Claims	2	100045	VANESSA BLAIR	300.00	CLEANING DEPOSIT REFUND
6013	10/14/2019	Claims	2	100046	CANON FINACIAL SERVICES	186.10	COPIER LEASE-09/2019
6014	10/14/2019	Claims	2	100047	CAREY MOTORS	1,152.94	LOF VEH 15, LOF/TRANSMISSION FLUSH/NEW SPARK PLUGS/NEW ENGINE AIR FILTER VEH 12, LOF, REPLACE REAR BRAKE PADS AND ROTORS VEH 14
6015	10/14/2019	Claims	2	100048	CASCADE ANALYTICAL INC	2,293.32	WA SAMPLING; WW SAMPLING
6016	10/14/2019	Claims	2	100049	CENTRAL WA AG MUSEUM	3,733.24	AG MUSEUM UTILIITIES-08/2019; AG MUSEUM COORDINATOR-08/2019
6017	10/14/2019	Claims	2	100050	NEREDIHT E CHAVEZ	33.63	FRONT DESK SECURITY & SAFETY
6018	10/14/2019	Claims	2	100051	CI SHRED	173.21	SHRED SVC-09/2019
6019	10/14/2019	Claims	2	100052	CINTAS CORP #605	78.83	CIVIC CENTER & PD - MAT SVC
6020	10/14/2019	Claims	2	100053	CITY OF YAKIMA	70,055.37	WHOLESALE SEWER; THREE PARTY AGREEMENT; AUGUST 2019
6021	10/14/2019	Claims	2	100054	COLEMAN OIL COMPANY	126.51	PW/ CED FUEL-09/19
6022	10/14/2019	Claims	2	100055	COLONIAL LAWN & GARDEN, INC.	376.54	TREE/SHRUB TRIMMING FIRE DEPT
6023	10/14/2019	Claims	2	100056	CORE & MAIN LP	1,462.43	SETTER W CHECK LESS BY PASS GRIP JOINT
6024	10/14/2019	Claims	2	100057	JORGE CUEVAS	120.47	Refund Utility Deposit
6025	10/14/2019	Claims	2	100058	D & G CLEANING,LLC	5,426.00	CIVIC CENTER & PD CLEANING-09/2019; PRE/POST
6026	10/14/2019	Claims	2	100059	DAY WIRELESS	283.76	#1026 INSTALL TWO WAY RADIO
6027	10/14/2019	Claims	2	100060	EDGE CONSTRUCTION SUPPLY	283.58	BOMBER JACKETS; DOMINGUEZ & WILSEY; SPRAY PAINT
6028	10/14/2019	Claims	2	100061	EXPRESS SERVICES INC	2,595.45	UGPD1 - RECEPTIONIST-09/01/2019; UGPD 1 - RECEPTIONIST-09/08/2019; UGPD 1 - RECEPTIONIST-09/15/2019
6029	10/14/2019	Claims	2	100062	FASTENAL	8.26	SOCKET ADAPT
6030	10/14/2019	Claims	2	100063	FEDEX	4.56	SHIPPED PIERCE ST FLOWMETER PANEL FOR INSPECTION
6031	10/14/2019	Claims	2	100064	FIRESTONE TIRE & SERVICE CTRS	795.59	FLAT REPAIR VEH 9/NEW TIRES VEH 15

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6032	10/14/2019	Claims	2	100065	FLORES JESUS	300.00	CLEANING DEPOSIT REFUND
6033	10/14/2019	Claims	2	100066	SYLVIA FLORES	300.00	CLEANING DEPOSIT REFUND
6034	10/14/2019	Claims	2	100067	FRANK'S TIRE FACTORY	217.15	#1007 TIRE / SPIN BALANCE
6035	10/14/2019	Claims	2	100068	GAP AUTO PARTS - PW	338.97	SUPER HEX HEAD CLAMP; DBL SHROUD, DBL TOWER, STRGT NYLN, SGL BLK SHRK TB; SEAFOAM, CARB CLEANER, COOLANT HOSES, AIR FILTERS,
6036	10/14/2019	Claims	2	100069	GRANITE CONSTRUCTION CO	1,060.01	CLASS G WA (2601) 090419 / 7.16 & 5.12 TN
6037	10/14/2019	Claims	2	100070	H.D. FOWLER COMPANY	267.13	6" STD TEST BALL; REPAIR CLAMP ROMACSC 12
6038	10/14/2019	Claims	2	100071	JONDERFIN, LLC	675.00	2019 FALL NEWSLETTER/ UG LETTERHEAD DESIGN
6039	10/14/2019	Claims	2	100072	KENT D BRUCE CO, LCC	720.27	#1026 LIGHTS
6040	10/14/2019	Claims	2	100073	KNOBEL'S ELECTRIC, INC.	227.42	REPLACED CAPACITOR; PW SHOP GATE
6041	10/14/2019	Claims	2	100074	LAW OFFICE OF DANIEL POLAGE	13,500.00	PUBLIC DEFENDER SVC
6042	10/14/2019	Claims	2	100075	LIGHTNING GRAPHICS	235.61	BUILDING INSPECTION CARD
6043	10/14/2019	Claims	2	100076	LOWES COMPANY INC	439.38	FLOORING & SAKRETE; 1/4 IN X 100 FT PREM; PRO 220# 8-CT 1/3 S; SPRAY PAINT STOPS RUSH; ALMOND & LEATHER BROWN; WASP HORNET PACK; RESCUE DISP YELLOW JACKET TRAP; DISCONNECT; LIGHT BULB; TIDE POPUP HE
6044	10/14/2019	Claims	2	100077	LYNN PEAVEY COMPANY	73.18	EVIDENCE TAPE
6045	10/14/2019	Claims	2	100078	GUADALUPE MARTINEZ	6.87	Refund Utility Deposit
6046	10/14/2019	Claims	2	100079	VALENTINA MARTINEZ	31.30	FRONT DESK SECURITY & SAFETY
6047	10/14/2019	Claims	2	100080	HOWARD L MASON	146.06	2019 BOOT REIMBURSEMENT
6048	10/14/2019	Claims	2	100081	CATHERINE MIDDLETON	300.00	CLEANING DEPOSIT REFUND
6049	10/14/2019	Claims	2	100082	NEOFUNDS	500.00	POSTAGE-09/2019
6050	10/14/2019	Claims	2	100083	ROBERT R NORTHCOTT	870.00	PUBLIC DEFENDER-09/18/2019-10/01/2019; PUBLIC DEFENDER-10/07/2019-10/08/2019
6051	10/14/2019	Claims	2	100084	OFFICE SOLUTIONS NORTHWEST	274.52	TAPE CORRECTION; INK CRTDG; INK CTG-YELLOW; COPY PAPER; IVRY PAPER; GEL PEN; THERMAL ROLL PAPER; WALL CALENDAR; DSKPD CALENDAR
6052	10/14/2019	Claims	2	100085	ONE CALL CONCEPTS INC	46.01	UTILITY LOCATES-09/2019
6053	10/14/2019	Claims	2	100086	OWEN EQUIPMENT CO	5,793.40	# 2011 VACTOR PARTS, LABOR, MISC
6054	10/14/2019	Claims	2	100087	OXARC INC	1,203.84	FIRST AID KIT METAL BOX; CHLORINE ZONE B RQ PLACARD; CHLORINE LEAD WASHER; HAZ MAT CHARGE
6055	10/14/2019	Claims	2	100088	PINGREY MOTOR COMPANY	27,717.40	2019 FORD F150; VIN 1FTMF1CB2KKE70539; STOCK #T9279

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6056	10/14/2019	Claims	2	100089	REPUBLIC PUBLISHING CO	73.85	SUMMARY OF ORD#2970;2971
6057	10/14/2019	Claims	2	100090	JULIE SCHILLING	57.21	TRAVEL REIMBURSEMENT 09/26/2019
6058	10/14/2019	Claims	2	100091	SELAH FENCE COMPANY LLC	2,148.51	YOUTH ACTIVITIES PARK FENCE REPAIR; PARTS & LABOR; EXIT GATE REPAIR AT AHTANUM YOUTH PARK
6059	10/14/2019	Claims	2	100092	SIX ROBBLEES INC	168.05	16K 2" PINTLE MOUNT; PINTLE HOOK; 15 TON; 7 WAY SOCKET VEH END
6060	10/14/2019	Claims	2	100093	TELEDYNE INSTRUMENTS, INC	383.03	PUMP TUBING FOR SAMPLING MACHINES
6061	10/14/2019	Claims	2	100094	THE JANITOR'S CLOSET	203.99	HH TOWELS; TISSUE PAPER; M-FOLD TOWEL
6062	10/14/2019	Claims	2	100095	THE PRINT GUYS INC.	1,693.66	FALL NEWSLETTER 2019
6063	10/14/2019	Claims	2	100096	ROSA TORRES	35.32	Refund Utility Deposit
6064	10/14/2019	Claims	2	100097	TROY LEE & ASSOCIATES	1,401.25	PUBLIC DEFENDER SERVICE COUNCEL
6065	10/14/2019	Claims	2	100098	U.S. LINEN & UNIFORM	534.34	UNIFORM SERVICE; 09.02.19; 09.09.19; 09.16.19; 09.23.19
6066	10/14/2019	Claims	2	100099	UNION GAP WATER FUND & SEWER	9,973.88	PARKS-09/2019; STREETS-09/2019; CIVIC CENTER & FIRE DEPT. -09/2019; 4401 MAIN STREET-09/2019
6067	10/14/2019	Claims	2	100100	UNION GAP	507.19	REIMBURSE #1909; REIMBURSE #1910
6068	10/14/2019	Claims	2	100101	UNITED PARCEL SERVICE	74.41	SHIPPING SERVICE-08/2019
6069	10/14/2019	Claims	2	100102	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE-10/2019
6070	10/14/2019	Claims	2	100103	VALLEY LOCK & KEY SERVICE	12.65	DUPLICATE KEY; CITY HALL
6071	10/14/2019	Claims	2	100104	VERELA LEGAL, PLLC	1,575.00	PUBLIC DEFENDER
6072	10/14/2019	Claims	2	100105	VERIZON WIRELESS - CH #742100945-0001	489.73	CH/COUNCIL - 09/2019
6073	10/14/2019	Claims	2	100106	VERIZON WIRELESS - PW #542075407	276.62	PW-CELL SERVICE-08/16/19-09/15/2019
6074	10/14/2019	Claims	2	100107	KARLA VIVEROS	300.00	CLEANING DEPOSIT REFUND
6075	10/14/2019	Claims	2	100108	WA ASSN OF SHERIFFS &	75.00	2019 DUES MCKINLEY
6076	10/14/2019	Claims	2	100109	WA STATE DEPARTMENT OF ECOLOGY	50.00	WATER RIGHTS TRANSFER #4763060; CERTIFICATE OF ADJUDICATED WATER RIGHTS
6077	10/14/2019	Claims	2	100110	WA STATE DEPT OF LICENSING	255.00	CPLS JULY AND AUG 2019
6078	10/14/2019	Claims	2	100111	WA STATE DEPT OF TRANSPORTATION	2,389.21	SIGNAL MAINT REPAIR & ADDITIONS; MANUFACTURE & SHIP
6079	10/14/2019	Claims	2	100112	WASHINGTON TRACTOR	65.16	HOSE, FILTER ELEMENTS
6080	10/14/2019	Claims	2	100113	WATER TECH	40.00	DOUBLE CHECK VALVE ASSEMBLY (DCVA) TEST; CITY HALL FIRE SYSTEM
6081	10/14/2019	Claims	2	100114	RHONDA WHITE	101.94	Refund Utility Deposit
6082	10/14/2019	Claims	2	100115	BARRY M WOODARD	12,360.00	PUBLIC DEFENDER-09/2019
6083	10/14/2019	Claims	2	100116	WYSS LOGGING INC	1,468.75	HAUL STORMWATER SWEEPINGS TO ANDERSON
6084	10/14/2019	Claims	2	100117	YAKIMA CITY TREASURER	7,418.43	YAKCORPS 2019 2ND HALF

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6085	10/14/2019	Claims	2	100118	YAKIMA CO AUDITOR	105.50	WATER RIGHTS TRANSFER #4763060; CERTIFICATE OF ADJUDICATED WATER RIGHTS
6086	10/14/2019	Claims	2	100119	YAKIMA CO AUDITOR	79.00	UTILITY LIEN; RELEASE ULID LIEN - 98-1 MARTIN
6087	10/14/2019	Claims	2	100120	YAKIMA CO DISTRICT COURT	18,881.67	MUNICIPAL COURT OPERATING AGREEMENT-09/2019
6088	10/14/2019	Claims	2	100121	YAKIMA CO PUBLIC SERVICES	34.48	WASTE; SITE OBSTRUCTION; GARBAGE; 80 LBS
6089	10/14/2019	Claims	2	100122	YAKIMA COOPERATIVE ASSN	440.93	PROPANE 6.6 GALLONS; #2 DIESEL DYED - YOUTH PARK
6090	10/14/2019	Claims	2	100123	YAKIMA VALLEY CONFERENCE	2,416.18	UG TECHNICAL ASSISTANCE CONTRACT-08/19
6091	10/14/2019	Claims	2	100124	YAKIMA VALLEY SPORTS COMMISSION	6,250.00	3RD QTR SPORT MANAGEMENT CONTRACT 2019
6092	10/14/2019	Claims	2	100125	YAKIMA VALLEY TOURISM	8,000.00	3RD QTR 2019 TOURSIM PROMOTION CONTRACT
6093	10/14/2019	Claims	2	100126	YAKIMA WATERMILL, INC	151.34	LIQUID CHLORINE 12.5% 4X1 GALLON X5
6094	10/14/2019	Claims	2	100127	YAKIMA WELDERS SUPPLY INC	163.56	ACETYLENE, OXYGEN, HAZMAT CHARGE

001 Current Expense Fund	117,538.77	
101 Street Fund	4,710.48	
107 Convention Center Reserve Fund	17,983.24	
112 Public Works Equipment Reserve Fund	27,717.40	
115 Police Vehicle Reserve Fund	40,448.38	
116 City Hall Building Reserve Fund	8,667,275.89	
121 Street Development Reserve Fund	750.00	
128 Transit System Fund	79,807.47	
401 Water Fund	6,270.46	
402 Garbage Fund	93,007.12	
403 Sewer Fund	82,835.57	
404 Water Improvement Reserve	155.50	
414 Water Deposits	264.60	
	9,138,764.88	Claims: 9,138,764.88

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5761	08/05/2019	Claims	2	EFT	CHASE PAYMENTECH		Incorrect entry
5765	08/05/2019	Claims	2	EFT	CHASE PAYMENTECH	807.65	REVERSE INCORRECT CHARGE; ONLINE PAYMENTS FEE - 07/2019
			001 - 524 20 49 00 - MISCELLANEOUS			33.06	
			001 - 524 20 49 00 - MISCELLANEOUS			-0.17	
			401 - 534 50 49 00 - MISCELLANEOUS			237.38	
			401 - 534 50 49 00 - MISCELLANEOUS			-1.05	
			403 - 535 50 49 00 - MISCELLANEOUS			237.38	
			403 - 535 50 49 00 - MISCELLANEOUS			-1.05	
			402 - 537 50 49 00 - MISCELLANEOUS			-1.06	
			402 - 537 50 49 00 - MISCELLANEOUS			237.38	
			001 - 558 60 49 00 - MISCELLANEOUS			-0.17	
			001 - 558 60 49 00 - MISCELLANEOUS			33.06	
			001 - 576 80 49 00 - MISCELLANEOUS			-0.17	
			001 - 576 80 49 00 - MISCELLANEOUS			33.06	
5851	10/07/2019	Claims	2	EFT	XPRESS BILL PAY	421.59	ONLINE PAYMENTS FEE - 09/2019
			401 - 534 50 49 00 - MISCELLANEOUS			140.53	
			403 - 535 50 49 00 - MISCELLANEOUS			140.53	
			402 - 537 50 49 00 - MISCELLANEOUS			140.53	
5863	10/01/2019	Claims	2	EFT	MERCHANT SERVICES	729.14	CREDIT CARD PAYMENTS FEE - 09/2019
			401 - 534 50 49 00 - MISCELLANEOUS			243.04	
			403 - 535 50 49 00 - MISCELLANEOUS			243.05	
			402 - 537 50 49 00 - MISCELLANEOUS			243.05	
5949	10/14/2019	Claims	2	EFT	US BANK CARDMEMBER SVC	966.08	BUSINESS SOURCE WIREBOUND MEMO BOOKS; HOTEL CANCELLATION-REFUND; WATER FOR COUNCIL; CLEAR CUPS AND NAPKINS FOR LIBRARY MEETING; WAPRO MEMBERSHIP - BISCONER; GRANT WRITING - KELLOGG; WCIA CONTRACTS TRA
			001 - 511 60 31 01 - SUPPLIES			22.54	
			001 - 511 60 31 01 - SUPPLIES			12.30	
			001 - 511 60 49 00 - MISCELLANEOUS			8.93	
			001 - 513 10 31 00 - SUPPLIES			22.87	
			001 - 513 10 49 01 - MISCELLANEOUS			455.00	
			001 - 514 30 31 00 - SUPPLIES			31.90	
			001 - 514 30 49 00 - MISCELLANEOUS			25.00	
			001 - 521 10 43 00 - PD ADMIN TRAVEL			413.26	
			001 - 521 22 31 00 - PATROL SUPPLIES			19.61	
			001 - 521 40 43 00 - PD TRAINING TRAVEL			39.71	
			001 - 521 40 49 00 - PD TRAINING MISCELLAN			-85.04	
5999	10/14/2019	Claims	2	EFT	CENTURY LINK	1,771.82	SENIOR CENTER-09/2019; CIVIC CAMPUS FAX LINE; PHONE LNE & FIRE DEPT.-09/2019; BOOSTER PUMP STATION-09/2019; PW WORKS-09/2019; CIVIC CAMPUS TRUNK SVC-09/2019; PUBLIC WORKS TI-09/2019;WA TELEMETRY-09/20
			001 - 518 20 42 00 - COMMUNICATION			269.06	
			001 - 518 20 42 00 - COMMUNICATION			612.39	
			001 - 522 10 42 00 - COMMUNICATION			58.33	
			401 - 534 50 42 00 - COMMUNICATION			65.26	
			401 - 534 50 42 00 - COMMUNICATION			31.42	
			401 - 534 50 42 00 - COMMUNICATION			360.30	
			401 - 534 50 42 00 - COMMUNICATION			51.87	

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			403 - 535 50 42 00		COMMUNICATION	31.42	
			403 - 535 50 42 00		COMMUNICATION	51.87	
			402 - 537 50 42 00		COMMUNICATION	31.42	
			402 - 537 50 42 00		COMMUNICATION	51.88	
			101 - 543 30 42 00		COMMUNICATION	31.43	
			101 - 543 30 42 00		COMMUNICATION	51.88	
			001 - 571 21 42 00		COMMUNICATION	73.29	
6000	10/14/2019	Claims	2		EFT INTEGRA TELECOM	1,903.83	FIRE DEPT.
			001 - 518 20 42 00		COMMUNICATION	1,903.83	
6001	10/14/2019	Claims	2		EFT OFFICE DEPOT-CITY HALL	1,372.77	INK CTG'S; HP PRINTER; WIPES; TAPE DISPENSER-LIBRARY/SESSION ROOM; TAPE DISPENSER; STAPLES;EXP LTR WALLET; LTR HOLD WALLET; MAGNET CLIPS; STAPLERS; INK CTG'S; INK & STADIUM FILE; POLY FILE GUIDE
			001 - 511 60 31 01		SUPPLIES	3.18	
			001 - 513 10 31 00		SUPPLIES	104.75	
			001 - 514 23 31 00		SUPPLIES	216.19	
			001 - 514 23 31 00		SUPPLIES	2.10	
			001 - 514 23 31 00		SUPPLIES	66.13	
			001 - 514 23 31 00		SUPPLIES	52.38	
			001 - 514 30 31 00		SUPPLIES	216.19	
			001 - 514 30 31 00		SUPPLIES	2.11	
			001 - 514 30 31 00		SUPPLIES	66.12	
			001 - 514 30 31 00		SUPPLIES	52.37	
			001 - 524 20 31 00		SUPPLIES	15.03	
			001 - 524 20 31 00		SUPPLIES	119.48	
			401 - 534 50 31 00		SUPPLIES	15.03	
			401 - 534 50 31 00		SUPPLIES	49.41	
			403 - 535 50 31 00		SUPPLIES	15.03	
			403 - 535 50 31 00		SUPPLIES	49.41	
			402 - 537 50 31 00		SUPPLIES	15.03	
			402 - 537 50 31 00		SUPPLIES	49.41	
			101 - 542 30 31 00		SUPPLIES	15.03	
			101 - 542 30 31 00		SUPPLIES	49.41	
			001 - 558 60 31 00		SUPPLIES	15.03	
			001 - 558 60 31 00		SUPPLIES	119.48	
			001 - 576 80 31 00		SUPPLIES	15.06	
			001 - 576 80 31 00		SUPPLIES	49.41	
6002	10/14/2019	Claims	2		EFT OFFICE DEPOT-PD	27.69	PENS/STAPLER
			001 - 521 10 31 00		PD ADMIN SUPPLIES	27.69	
6003	10/14/2019	Claims	2		EFT SHELL OIL COMPANY	108.13	DELP FUEL SEPT 1-15 2019
			001 - 521 10 49 00		PD ADMIN MISCELLANEOU	49.00	
			001 - 521 21 32 01		LEAD TASK FORCE - FUEL	59.13	
5844	10/01/2019	Claims	2	100024	COLUMBIA FORD	40,448.38	2020 K8A UTILITY 1FM5K8AB7LGA19814
			115 - 594 21 64 15		MACHINERY & EQUIPMEN	40,448.38	
5971	10/08/2019	Claims	2	100033	MEDSTAR CABULANCE, INC.	79,664.37	DIAL A RIDE/FIXED ROUTE-09/2019
			128 - 547 60 49 00		TRANSIT SERVICE PAYME	79,664.37	
5972	10/08/2019	Claims	2	100034	SISTER REBECCA BERGHOFF	750.00	MAIN ST RECON PH 1; RRUGAP-3509; PARCEL 191205-32535; COUNTEROFFER
			121 - 595 10 63 28		MAIN ST PHASE 1-ROW	750.00	
5973	10/07/2019	Claims	2	100035	CASHMERE VALLEY BANK	8,642,275.89	OCTOBER LOAN PAYMENT-CIVIC CAMPUS

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		116 - 591 11 71 06		- CIVIC CAMPUS - LONG-TEJ	8,549,732.65	
		116 - 592 59 00 00		- CIVIC CAMPUS - INTEREST	92,543.24	
5974	10/07/2019	Claims	2	100036 KUTAK ROCK LLP	25,000.00	CIVIC CAMPUS BOND ATTORNEY SVC
		116 - 594 10 41 01		- CITY HALL COMPLEX-PRO	25,000.00	
6004	10/14/2019	Claims	2	100037 ADVANCED DIGITAL IMAGING LLC	346.24	#1027 DECAL, LOGO, LETTERING
		401 - 534 50 41 00		- PROFESSIONAL SERVICES	69.25	
		403 - 535 50 41 00		- PROFESSIONAL SERVICES	69.25	
		402 - 537 50 41 00		- PROFESSIONAL SERVICES	69.24	
		101 - 542 30 41 00		- PROFESSIONAL SERVICES	69.25	
		001 - 576 80 41 00		- PROFESSIONAL SERVICES	69.25	
6005	10/14/2019	Claims	2	100038 ADVANCED TRAVEL EXP. FUND	46.86	REIMBURSE #1171
		001 - 511 60 43 00		- TRAVEL	46.86	
6006	10/14/2019	Claims	2	100039 AMERIFUEL	12,669.92	FUEL AUG 16-AUG 31 2019; FUEL SEPT 1-15 2019; FUEL 7/16/19 - 7/31/19; FUEL 8/1-8/15 2019; FUEL 9/16-9/30 2019
		001 - 521 10 32 00		- PD ADMIN FUEL	158.54	
		001 - 521 10 32 00		- PD ADMIN FUEL	203.12	
		001 - 521 10 32 00		- PD ADMIN FUEL	116.32	
		001 - 521 10 32 00		- PD ADMIN FUEL	229.12	
		001 - 521 10 32 00		- PD ADMIN FUEL	231.73	
		001 - 521 10 49 00		- PD ADMIN MISCELLANEOI	44.10	
		001 - 521 10 49 00		- PD ADMIN MISCELLANEOI	63.83	
		001 - 521 10 49 00		- PD ADMIN MISCELLANEOI	68.06	
		001 - 521 10 49 00		- PD ADMIN MISCELLANEOI	41.96	
		001 - 521 10 49 00		- PD ADMIN MISCELLANEOI	78.83	
		001 - 521 21 32 00		- INVESTIGATION FUEL	153.33	
		001 - 521 21 32 00		- INVESTIGATION FUEL	186.70	
		001 - 521 21 32 00		- INVESTIGATION FUEL	156.10	
		001 - 521 21 32 00		- INVESTIGATION FUEL	180.77	
		001 - 521 21 32 00		- INVESTIGATION FUEL	106.81	
		001 - 521 21 32 01		- LEAD TASK FORCE - FUEL	267.23	
		001 - 521 21 32 01		- LEAD TASK FORCE - FUEL	264.66	
		001 - 521 21 32 01		- LEAD TASK FORCE - FUEL	257.18	
		001 - 521 21 32 01		- LEAD TASK FORCE - FUEL	192.05	
		001 - 521 21 32 01		- LEAD TASK FORCE - FUEL	93.20	
		001 - 521 22 32 00		- PATROL FUEL	1,792.15	
		001 - 521 22 32 00		- PATROL FUEL	1,646.64	
		001 - 521 22 32 00		- PATROL FUEL	1,867.03	
		001 - 521 22 32 00		- PATROL FUEL	1,870.13	
		001 - 521 22 32 00		- PATROL FUEL	1,718.66	
		001 - 554 30 32 00		- FUEL - ANIMAL CONTROL	132.35	
		001 - 554 30 32 00		- FUEL - ANIMAL CONTROL	113.08	
		001 - 554 30 32 00		- FUEL - ANIMAL CONTROL	130.95	
		001 - 554 30 32 00		- FUEL - ANIMAL CONTROL	175.15	
		001 - 554 30 32 00		- FUEL - ANIMAL CONTROL	130.14	
6007	10/14/2019	Claims	2	100040 ASSOCIATION OF WA CITIES	370.00	IACC CONFERENCE 2019; REGISTRATION; HENNE / DOMINGUEZ
		403 - 531 30 49 00		- STORMWATER-MISCELLA	92.50	
		401 - 534 50 49 00		- MISCELLANEOUS	92.50	
		403 - 535 50 49 00		- MISCELLANEOUS	92.50	
		101 - 543 30 49 00		- MISCELLANEOUS	92.50	

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6008	10/14/2019	Claims	2	100041	ATLAS STAFFING INC	4,377.60	SEASONAL PARKS; WEEK WORKED 09.15.19; SEASONAL PARKS; WEEK WORKED 09.22.19; SEASONAL PARKS; WEEK WORKED 09.29.19
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	1,459.20	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	1,459.20	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	1,459.20	
6009	10/14/2019	Claims	2	100042	GUADALUPE BADILLO	300.00	CLEANING DEPOSIT REFUND
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	300.00	
6010	10/14/2019	Claims	2	100043	BASIN DISPOSAL OF YAKIMA LLC	91,407.47	GA/RCY-08/22/2019-09/21/2019
					402 - 537 60 49 00 - CONTRACTED SERVICES	91,407.47	
6011	10/14/2019	Claims	2	100044	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY-09/2019
					001 - 515 31 41 01 - LEGAL SERVICES-CIVIL - C	7,500.00	
6012	10/14/2019	Claims	2	100045	VANESSA BLAIR	300.00	CLEANING DEPOSIT REFUND
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	300.00	
6013	10/14/2019	Claims	2	100046	CANON FINACIAL SERVICES	186.10	COPIER LEASE-09/2019
					001 - 528 80 45 00 - OPERATING RENTALS & LJ	186.10	
6014	10/14/2019	Claims	2	100047	CAREY MOTORS	1,152.94	LOF VEH 15, LOF/TRANSMISSION FLUSH/NEW SPARK PLUGS/NEW ENGINE AIR FILTER VEH 12, LOF, REPLACE REAR BRAKE PADS AND ROTORS VEH 14
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	1,152.94	
6015	10/14/2019	Claims	2	100048	CASCADE ANALYTICAL INC	2,293.32	WA SAMPLING; WW SAMPLING
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	848.72	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	1,444.60	
6016	10/14/2019	Claims	2	100049	CENTRAL WA AG MUSEUM	3,733.24	AG MUSEUM UTILIITIES-08/2019; AG MUSEUM COORDINATOR-08/2019
					107 - 571 10 41 00 - PROF SVCS-AG MUSEUM	1,587.50	
					107 - 571 10 42 00 - COMMUNICATION-AG MU	165.52	
					107 - 571 10 47 00 - UTILITIES-AG MUSEUM	1,980.22	
6017	10/14/2019	Claims	2	100050	NEREDIHT E CHAVEZ	33.63	FRONT DESK SECURITY & SAFETY
					001 - 514 30 43 00 - TRAVEL	33.63	
6018	10/14/2019	Claims	2	100051	CI SHRED	173.21	SHRED SVC-09/2019
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	28.93	
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	28.93	
					001 - 514 23 41 00 - PROFESSIONAL SERVICES	28.93	
					001 - 514 30 41 00 - PROFESSIONAL SERVICES	28.93	
					001 - 524 20 41 00 - PROFESSIONAL SERVICES	14.46	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	5.79	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	5.79	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	5.79	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	5.79	
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	14.46	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	5.41	
6019	10/14/2019	Claims	2	100052	CINTAS CORP #605	78.83	CIVIC CENTER & PD - MAT SVC
					001 - 518 31 45 00 - OPERATING RENTALS & LJ	45.15	

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			001 - 521 50 45 00 - PD FACILITIES OPERATION			33.68	
6020	10/14/2019	Claims	2	100053	CITY OF YAKIMA	70,055.37	WHOLESALE SEWER; THREE PARTY AGREEMENT; AUGUST 2019
			403 - 535 50 41 03 - INTERGOVERNMENTAL PF			70,055.37	
6021	10/14/2019	Claims	2	100054	COLEMAN OIL COMPANY	126.51	PW/ CED FUEL-09/19
			001 - 524 20 32 00 - FUEL			22.06	
			001 - 524 20 32 00 - FUEL			16.47	
			401 - 534 50 32 00 - FUEL			16.48	
			403 - 535 50 32 00 - FUEL			16.48	
			101 - 542 30 32 00 - FUEL			16.48	
			001 - 558 60 32 00 - FUEL			22.07	
			001 - 558 60 32 00 - FUEL			16.47	
6022	10/14/2019	Claims	2	100055	COLONIAL LAWN & GARDEN, INC.	376.54	TREE/SHRUB TRIMMING FIRE DEPT
			001 - 522 50 48 00 - FD FACILITIES - REPAIRS &			376.54	
6023	10/14/2019	Claims	2	100056	CORE & MAIN LP	1,462.43	SETTER W CHECK LESS BY PASS GRIP JOINT
			401 - 534 50 31 00 - SUPPLIES			1,462.43	
6024	10/14/2019	Claims	2	100057	JORGE CUEVAS	120.47	Refund Utility Deposit
			414 - 586 00 04 14 - DEPOSIT REFUND			120.47	Refund Utility Deposit
6025	10/14/2019	Claims	2	100058	D & G CLEANING,LLC	5,426.00	CIVIC CENTER & PD CLEANING-09/2019; PRE/POST CLEANING-09/2019
			001 - 518 31 41 00 - PROFESSIONAL SERVICES			4,056.00	
			001 - 576 80 41 01 - PROF SVC- D&G CLEANINC			1,370.00	
6026	10/14/2019	Claims	2	100059	DAY WIRELESS	283.76	#1026 INSTALL TWO WAY RADIO
			403 - 531 30 41 00 - STORMWATER - PROF SER			14.19	
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			70.94	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			56.75	
			101 - 542 30 41 00 - PROFESSIONAL SERVICES			42.56	
			101 - 542 66 41 00 - PROFESSIONAL SERVICES			14.19	
			101 - 542 70 41 00 - PROFESSIONAL SERVICES			28.38	
			128 - 547 60 41 00 - PROFESSIONAL SERVICES			14.19	
			001 - 576 80 41 00 - PROFESSIONAL SERVICES-			42.56	
6027	10/14/2019	Claims	2	100060	EDGE CONSTRUCTION SUPPLY	283.58	BOMBER JACKETS; DOMINGUEZ & WILSEY; SPRAY PAINT
			001 - 524 20 21 01 - UNIFORMS & EQUIPMENT			18.32	
			401 - 534 50 21 00 - UNIFORMS & EQUIPMENT			18.33	
			403 - 535 50 21 00 - UNIFORMS & EQUIPMENT			18.33	
			403 - 535 50 31 00 - SUPPLIES			155.28	
			402 - 537 50 21 00 - UNIFORMS & EQUIPMENT			18.33	
			101 - 542 30 21 00 - UNIFORMS & EQUIPMENT			18.33	
			001 - 558 60 21 00 - UNIFORMS & EQUIPMT			18.33	
			001 - 576 80 21 00 - UNIFORMS & EQUIPMENT			18.33	
6028	10/14/2019	Claims	2	100061	EXPRESS SERVICES INC	2,595.45	UGPD1 - RECEPTIONIST-09/01/2019; UGPD 1 - RECEPTIONIST-09/08/2019; UGPD 1 - RECEPTIONIST-09/15/2019
			001 - 522 10 41 00 - PROFESSIONAL SERVICES			998.25	
			001 - 522 10 41 00 - PROFESSIONAL SERVICES			851.84	
			001 - 522 10 41 00 - PROFESSIONAL SERVICES			745.36	
6029	10/14/2019	Claims	2	100062	FASTENAL	8.26	SOCKET ADAPT
			101 - 542 30 31 00 - SUPPLIES			8.26	

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6030	10/14/2019	Claims	2	100063	FEDEX	4.56	SHIPPED PIERCE ST FLOWMETER PANEL FOR INSPECTION
					403 - 535 50 42 00 - COMMUNICATION	4.56	
6031	10/14/2019	Claims	2	100064	FIRESTONE TIRE & SERVICE CTRS	795.59	FLAT REPAIR VEH 9/NEW TIRES VEH 15
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	795.59	
6032	10/14/2019	Claims	2	100065	FLORES JESUS	300.00	CLEANING DEPOSIT REFUND
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	300.00	
6033	10/14/2019	Claims	2	100066	SYLVIA FLORES	300.00	CLEANING DEPOSIT REFUND
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	300.00	
6034	10/14/2019	Claims	2	100067	FRANK'S TIRE FACTORY	217.15	#1007 TIRE / SPIN BALANCE
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	6.51	
					101 - 542 70 48 00 - REPAIRS & MAINTENANCE	21.72	
					128 - 547 60 48 00 - REPAIRS & MAINTENANCE	10.86	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	178.06	
6035	10/14/2019	Claims	2	100068	GAP AUTO PARTS - PW	338.97	SUPER HEX HEAD CLAMP; DBL SHROUD, DBL TOWER, STRGT NYLNL, SGL BLK SHRK TB; SEAFOAM, CARB CLEANER, COOLANT HOSES, AIR FILTERS, BATTERY
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	15.72	
					001 - 576 80 31 00 - SUPPLIES	20.64	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	302.61	
6036	10/14/2019	Claims	2	100069	GRANITE CONSTRUCTION CO	1,060.01	CLASS G WA (2601) 090419 / 7.16 & 5.12 TN
					401 - 534 50 31 00 - SUPPLIES	1,060.01	
6037	10/14/2019	Claims	2	100070	H.D. FOWLER COMPANY	267.13	6" STD TEST BALL; REPAIR CLAMP ROMACSC 12
					401 - 534 50 31 00 - SUPPLIES	149.48	
					403 - 535 50 31 00 - SUPPLIES	117.65	
6038	10/14/2019	Claims	2	100071	JONDERFIN, LLC	675.00	2019 FALL NEWSLETTER/ UG LETTERHEAD DESIGN
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	450.00	
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	22.50	
					001 - 514 23 41 00 - PROFESSIONAL SERVICES	22.50	
					001 - 514 30 41 00 - PROFESSIONAL SERVICES	22.50	
					001 - 524 20 41 00 - PROFESSIONAL SERVICES	22.50	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	22.50	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	22.50	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	22.50	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	22.50	
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	22.50	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	22.50	
6039	10/14/2019	Claims	2	100072	KENT D BRUCE CO, LCC	720.27	#1026 LIGHTS
					403 - 531 30 31 00 - STORMWATER - SUPPLIES	36.03	
					401 - 534 50 31 00 - SUPPLIES	180.07	
					403 - 535 50 31 00 - SUPPLIES	144.05	
					101 - 542 30 31 00 - SUPPLIES	108.04	
					101 - 542 66 31 00 - SUPPLIES	36.01	
					101 - 542 67 31 00 - SUPPLIES	36.01	
					101 - 542 70 31 00 - SUPPLIES	36.01	
					128 - 547 60 31 00 - OFFICE & OPERATING SUP	36.01	
					001 - 576 80 31 00 - SUPPLIES	108.04	
6040	10/14/2019	Claims	2	100073	KNOBEL'S ELECTRIC, INC.	227.42	REPLACED CAPACITOR; PW SHOP GATE

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		401 - 534 50 48 00		REPAIRS & MAINTENANCE	45.48	
		403 - 535 50 48 00		REPAIRS & MAINTENANCE	45.48	
		402 - 537 50 48 00		REPAIRS & MAINTENANCE	45.48	
		101 - 542 30 48 00		REPAIRS & MAINTENANCE	45.50	
		001 - 576 80 48 00		REPAIRS & MAINTENANCE	45.48	
6041	10/14/2019	Claims	2	100074 LAW OFFICE OF DANIEL POLAGE	13,500.00	PUBLIC DEFENDER SVC
		001 - 515 91 41 03		LEGAL SERVICES-PUBLIC	13,500.00	
6042	10/14/2019	Claims	2	100075 LIGHTNING GRAPHICS	235.61	BUILDING INSPECTION CARD
		001 - 524 20 31 00		SUPPLIES	235.61	
6043	10/14/2019	Claims	2	100076 LOWES COMPANY INC	439.38	FLOORING & SAKRETE; 1/4 IN X 100 FT PREM; PRO 220# 8-CT 1/3 S; SPRAY PAINT STOPS RUSH; ALMOND & LEATHER BROWN; WASP HORNET PACK; RESCUE DISP YELLOW JACKET TRAP; DISCONNECT; LIGHT BULB; TIDE POPUP HE
		001 - 518 20 31 00		SUPPLIES	6.15	
		403 - 531 30 31 00		STORMWATER - SUPPLIES	294.34	
		401 - 534 50 31 00		SUPPLIES	24.63	
		401 - 534 50 31 00		SUPPLIES	5.83	
		403 - 535 50 31 00		SUPPLIES	5.83	
		402 - 537 50 31 00		SUPPLIES	4.50	
		402 - 537 50 31 00		SUPPLIES	5.85	
		402 - 537 50 31 00		SUPPLIES	4.50	
		101 - 542 30 31 00		SUPPLIES	5.83	
		128 - 547 60 31 00		OFFICE & OPERATING SUP	4.51	
		128 - 547 60 31 00		OFFICE & OPERATING SUP	4.50	
		001 - 576 80 31 00		SUPPLIES	67.08	
		001 - 576 80 31 00		SUPPLIES	5.83	
6044	10/14/2019	Claims	2	100077 LYNN PEAVEY COMPANY	73.18	EVIDENCE TAPE
		001 - 521 22 31 00		PATROL SUPPLIES	73.18	
6045	10/14/2019	Claims	2	100078 GUADALUPE MARTINEZ	6.87	Refund Utility Deposit
		414 - 586 00 04 14		DEPOSIT REFUND	6.87	Refund Utility Deposit
6046	10/14/2019	Claims	2	100079 VALENTINA MARTINEZ	31.30	FRONT DESK SECURITY & SAFETY
		001 - 514 30 43 00		TRAVEL	31.30	
6047	10/14/2019	Claims	2	100080 HOWARD L MASON	146.06	2019 BOOT REIMBURSEMENT
		402 - 537 50 21 00		UNIFORMS & EQUIPMENT	73.03	
		128 - 547 60 21 00		UNIFORMS & EQUIPMENT	73.03	
6048	10/14/2019	Claims	2	100081 CATHERINE MIDDLETON	300.00	CLEANING DEPOSIT REFUND
		001 - 589 10 00 03		PARK DEPOSIT REFUND	300.00	
6049	10/14/2019	Claims	2	100082 NEOFUNDS	500.00	POSTAGE-09/2019
		001 - 514 23 42 00		COMMUNICATIONS	83.20	
		001 - 514 30 42 00		COMMUNICATIONS	72.76	
		001 - 521 10 42 00		PD ADMIN COMMUNICATI	42.72	
		001 - 521 10 42 00		PD ADMIN COMMUNICATI	1.07	
		001 - 522 10 42 00		COMMUNICATION	0.90	
		001 - 524 20 42 00		COMMUNICATION	31.71	
		401 - 534 50 42 00		COMMUNICATION	81.82	
		403 - 535 50 42 00		COMMUNICATION	81.82	
		402 - 537 50 42 00		COMMUNICATION	81.82	
		101 - 543 30 42 00		COMMUNICATION	17.96	
		001 - 558 60 42 00		COMMUNICATION	2.06	
		001 - 576 80 42 00		COMMUNICATION	2.16	

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6050	10/14/2019	Claims	2	100083	ROBERT R NORTHCOTT	870.00	PUBLIC DEFENDER-09/18/2019-10/01/2019; PUBLIC DEFENDER-10/07/2019-10/08/2019
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	725.00	
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	145.00	
6051	10/14/2019	Claims	2	100084	OFFICE SOLUTIONS NORTHWEST	274.52	TAPE CORRECTION; INK CRTDG; INK CTG-YELLOW; COPY PAPER; IVRY PAPER; GEL PEN; THERMAL ROLL PAPER; WALL CALENDAR; DSKPD CALENDAR
					001 - 511 60 31 01 - SUPPLIES	1.41	
					001 - 513 10 31 00 - SUPPLIES	5.13	
					001 - 514 23 31 00 - SUPPLIES	20.90	
					001 - 514 30 31 00 - SUPPLIES	131.90	
					001 - 517 91 31 00 - SUPPLIES	0.03	
					001 - 518 20 31 00 - SUPPLIES	0.06	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	0.01	
					001 - 522 10 31 00 - SUPPLIES	0.03	
					001 - 524 20 31 00 - SUPPLIES	8.12	
					401 - 534 50 31 00 - SUPPLIES	19.76	
					401 - 534 50 31 00 - SUPPLIES	12.97	
					401 - 534 50 31 00 - SUPPLIES	2.39	
					403 - 535 50 31 00 - SUPPLIES	19.76	
					403 - 535 50 31 00 - SUPPLIES	12.97	
					403 - 535 50 31 00 - SUPPLIES	2.39	
					402 - 537 50 31 00 - SUPPLIES	19.77	
					402 - 537 50 31 00 - SUPPLIES	12.97	
					402 - 537 50 31 00 - SUPPLIES	2.39	
					101 - 543 30 31 00 - SUPPLIES	1.51	
					001 - 558 60 31 00 - SUPPLIES	0.02	
					001 - 576 80 31 00 - SUPPLIES	0.03	
6052	10/14/2019	Claims	2	100085	ONE CALL CONCEPTS INC	46.01	UTILITY LOCATES-09/2019
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	23.01	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	23.00	
6053	10/14/2019	Claims	2	100086	OWEN EQUIPMENT CO	5,793.40	# 2011 VACTOR PARTS, LABOR, MISC
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	5,707.78	
					403 - 535 50 49 00 - MISCELLANEOUS	85.62	
6054	10/14/2019	Claims	2	100087	OXARC INC	1,203.84	FIRST AID KIT METAL BOX; CHLORINE ZONE B RQ PLACARD; CHLORINE LEAD WASHER; HAZ MAT CHARGE
					401 - 534 50 31 00 - SUPPLIES	240.77	
					403 - 535 50 31 00 - SUPPLIES	240.77	
					402 - 537 50 31 00 - SUPPLIES	240.77	
					101 - 542 30 31 00 - SUPPLIES	240.76	
					001 - 576 80 31 00 - SUPPLIES	240.77	
6055	10/14/2019	Claims	2	100088	PINGREY MOTOR COMPANY	27,717.40	2019 FORD F150; VIN 1FTMF1CB2KKE70539; STOCK #T9279
					112 - 594 34 64 12 - MACHINERY & EQUIP-WA	5,543.48	
					112 - 594 35 64 12 - MACHINERY & EQUIP-SEW	5,543.48	
					112 - 594 37 64 12 - MACHINERY & EQUIP-GAF	11,086.96	
					112 - 594 42 64 00 - MACHINERY & EQUIP-STR	5,543.48	
6056	10/14/2019	Claims	2	100089	REPUBLIC PUBLISHING CO	73.85	SUMMARY OF ORD#2970;2971
					001 - 511 60 44 00 - OFFICIAL PUBLICATIONS	73.85	

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6057	10/14/2019	Claims	2	100090	JULIE SCHILLING	57.21	TRAVEL REIMBURSEMENT 09/26/2019
					001 - 511 60 43 00 - TRAVEL	57.21	
6058	10/14/2019	Claims	2	100091	SELAH FENCE COMPANY LLC	2,148.51	YOUTH ACTIVITIES PARK FENCE REPAIR; PARTS & LABOR; EXIT GATE REPAIR AT AHTANUM YOUTH PARK
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-	1,841.51	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	307.00	
6059	10/14/2019	Claims	2	100092	SIX ROBBLEES INC	168.05	16K 2" PINTLE MOUNT; PINTLE HOOK; 15 TON; 7 WAY SOCKET VEH END
					401 - 534 50 31 00 - SUPPLIES	159.64	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	8.41	
6060	10/14/2019	Claims	2	100093	TELEDYNE INSTRUMENTS, INC	383.03	PUMP TUBING FOR SAMPLING MACHINES
					403 - 535 50 31 00 - SUPPLIES	383.03	
6061	10/14/2019	Claims	2	100094	THE JANITOR'S CLOSET	203.99	HH TOWELS; TISSUE PAPER; M-FOLD TOWEL
					001 - 518 31 31 00 - SUPPLIES	203.99	
6062	10/14/2019	Claims	2	100095	THE PRINT GUYS INC.	1,693.66	FALL NEWSLETTER 2019
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	1,693.66	
6063	10/14/2019	Claims	2	100096	ROSA TORRES	35.32	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	35.32	Refund Utility Deposit
6064	10/14/2019	Claims	2	100097	TROY LEE & ASSOCIATES	1,401.25	PUBLIC DEFENDER SERVICE COUNCEL
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	1,401.25	
6065	10/14/2019	Claims	2	100098	U.S. LINEN & UNIFORM	534.34	UNIFORM SERVICE; 09.02.19; 09.09.19; 09.16.19; 09.23.19
					401 - 534 50 21 00 - UNIFORMS & EQUIPMENT	144.07	
					403 - 535 50 21 00 - UNIFORMS & EQUIPMENT	144.07	
					402 - 537 50 21 00 - UNIFORMS & EQUIPMENT	60.74	
					101 - 542 30 21 00 - UNIFORMS & EQUIPMENT	144.07	
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	41.39	
6066	10/14/2019	Claims	2	100099	UNION GAP WATER FUND & SEWER	9,973.88	PARKS-09/2019; STREETS-09/2019; CIVIC CENTER & FIRE DEPT. -09/2019; 4401 MAIN
					001 - 518 20 47 00 - UTILITIES/CITY HALL	1,137.31	
					403 - 535 50 47 00 - UTILITIES	1,129.74	
					101 - 543 30 47 00 - UTILITIES	1,064.50	
					001 - 576 80 47 00 - UTILITIES	6,642.33	
6067	10/14/2019	Claims	2	100100	UNION GAP	507.19	REIMBURSE #1909; REIMBURSE #1910
					001 - 511 60 49 00 - MISCELLANEOUS	60.00	
					001 - 513 10 43 01 - TRAVEL	427.19	
					001 - 513 10 49 01 - MISCELLANEOUS	20.00	
6068	10/14/2019	Claims	2	100101	UNITED PARCEL SERVICE	74.41	SHIPPING SERVICE-08/2019
					001 - 521 10 42 00 - PD ADMIN COMMUNICATI	74.41	
6069	10/14/2019	Claims	2	100102	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE-10/2019
					001 - 521 10 22 00 - LEOFF 1 BENEFITS	111.30	
6070	10/14/2019	Claims	2	100103	VALLEY LOCK & KEY SERVICE	12.65	DUPLICATE KEY; CITY HALL
					001 - 518 20 31 00 - SUPPLIES	12.65	

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6071	10/14/2019	Claims	2	100104	VERELA LEGAL, PLLC	1,575.00	PUBLIC DEFENDER
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	1,575.00	
6072	10/14/2019	Claims	2	100105	VERIZON WIRELESS - CH #742100945-0001	489.73	CH/COUNCIL - 09/2019
					001 - 511 60 42 01 - COMMUNICATION	320.08	
					001 - 513 10 42 01 - COMMUNICATION	56.55	
					001 - 514 23 42 00 - COMMUNICATIONS	56.55	
					001 - 514 30 42 00 - COMMUNICATIONS	56.55	
6073	10/14/2019	Claims	2	100106	VERIZON WIRELESS - PW #542075407	276.62	PW-CELL SERVICE-08/16/19-09/15/2019
					401 - 534 50 42 00 - COMMUNICATION	55.32	
					403 - 535 50 42 00 - COMMUNICATION	55.32	
					402 - 537 50 42 00 - COMMUNICATION	55.32	
					101 - 542 30 42 00 - COMMUNICATIONS	55.32	
					001 - 576 80 42 00 - COMMUNICATION	55.34	
6074	10/14/2019	Claims	2	100107	KARLA VIVEROS	300.00	CLEANING DEPOSIT REFUND
					001 - 589 10 00 03 - PARK DEPOSIT REFUND	300.00	
6075	10/14/2019	Claims	2	100108	WA ASSN OF SHERIFFS &	75.00	2019 DUES MCKINLEY
					001 - 521 10 49 00 - PD ADMIN MISCELLANEOI	75.00	
6076	10/14/2019	Claims	2	100109	WA STATE DEPARTMENT OF ECOLOGY	50.00	WATER RIGHTS TRANSFER #4763060; CERTIFICATE OF ADJUDICATED WATER RIGHTS
					404 - 534 50 49 49 - MISCELLANEOUS-WATER	50.00	
6077	10/14/2019	Claims	2	100110	WA STATE DEPT OF LICENSING	255.00	CPLS JULY AND AUG 2019
					001 - 586 00 02 00 - WEAPONS PERMITS FEE	255.00	
6078	10/14/2019	Claims	2	100111	WA STATE DEPT OF TRANSPORTATION	2,389.21	SIGNAL MAINT REPAIR & ADDITIONS; MANUFACTURE & SHIP SIGNS
					101 - 542 64 41 00 - INTERGOVERNMENTAL PF	2,333.03	
					101 - 542 64 41 00 - INTERGOVERNMENTAL PF	56.18	
6079	10/14/2019	Claims	2	100112	WASHINGTON TRACTOR	65.16	HOSE, FILTER ELEMENTS
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	65.16	
6080	10/14/2019	Claims	2	100113	WATER TECH	40.00	DOUBLE CHECK VALVE ASSEMBLY (DCVA) TEST; CITY HALL FIRE SYSTEM
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	40.00	
6081	10/14/2019	Claims	2	100114	RHONDA WHITE	101.94	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	101.94	Refund Utility Deposit
6082	10/14/2019	Claims	2	100115	BARRY M WOODARD	12,360.00	PUBLIC DEFENDER-09/2019
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	12,360.00	
6083	10/14/2019	Claims	2	100116	WYSS LOGGING INC	1,468.75	HAUL STORMWATER SWEEPINGS TO ANDERSON
					403 - 531 92 41 03 - STORMWATER-PROFESSIC	1,468.75	
6084	10/14/2019	Claims	2	100117	YAKIMA CITY TREASURER	7,418.43	YAKCORPS 2019 2ND HALF
					001 - 528 60 41 07 - INTERGOV PROF SVCS-PD	7,418.43	
6085	10/14/2019	Claims	2	100118	YAKIMA CO AUDITOR	105.50	WATER RIGHTS TRANSFER #4763060; CERTIFICATE OF ADJUDICATED WATER RIGHTS
					404 - 534 50 49 49 - MISCELLANEOUS-WATER	105.50	

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6086	10/14/2019	Claims	2	100119	YAKIMA CO AUDITOR	79.00	UTILITY LIEN; RELEASE ULID LIEN - 98-1 MARTIN
					001 - 514 23 49 00 - MISCELLANEOUS	40.00	
					402 - 537 50 49 00 - MISCELLANEOUS	39.00	
6087	10/14/2019	Claims	2	100120	YAKIMA CO DISTRICT COURT	18,881.67	MUNICIPAL COURT OPERATING AGREEMENT-09/2019
					001 - 512 50 41 00 - COURT SERVICE COSTS	18,881.67	
6088	10/14/2019	Claims	2	100121	YAKIMA CO PUBLIC SERVICES	34.48	WASTE; SITE OBSTRUCTION; GARBAGE; 80 LBS
					402 - 537 50 49 00 - MISCELLANEOUS	24.48	
					402 - 537 50 49 00 - MISCELLANEOUS	10.00	
6089	10/14/2019	Claims	2	100122	YAKIMA COOPERATIVE ASSN	440.93	PROPANE 6.6 GALLONS; #2 DIESEL DYED - YOUTH PARK
					401 - 534 50 32 00 - FUEL	2.81	
					403 - 535 50 32 00 - FUEL	2.81	
					402 - 537 50 32 00 - FUEL	2.82	
					101 - 542 30 32 00 - FUEL	2.82	
					001 - 576 80 32 00 - FUEL	2.81	
					001 - 576 80 32 00 - FUEL	426.86	
6090	10/14/2019	Claims	2	100123	YAKIMA VALLEY CONFERENCE	2,416.18	UG TECHNICAL ASSISTANCE CONTRACT- 08/19
					001 - 558 60 41 01 - INTERGOVERNMENTAL PF	2,416.18	
6091	10/14/2019	Claims	2	100124	YAKIMA VALLEY SPORTS COMMISSION	6,250.00	3RD QTR SPORT MANAGEMENT CONTRACT 2019
					107 - 557 30 44 00 - ADVERTISING-YAK VALLI	6,250.00	
6092	10/14/2019	Claims	2	100125	YAKIMA VALLEY TOURISM	8,000.00	3RD QTR 2019 TOURSIM PROMOTION CONTRACT
					107 - 557 30 41 00 - YAKIMA VALLEY TOURIS!	8,000.00	
6093	10/14/2019	Claims	2	100126	YAKIMA WATERMILL, INC	151.34	LIQUID CHLORINE 12.5% 4X1 GALLON X5
					401 - 534 50 31 00 - SUPPLIES	151.34	
6094	10/14/2019	Claims	2	100127	YAKIMA WELDERS SUPPLY INC	163.56	ACETYLENE, OXYGEN, HAZMAT CHARGE
					401 - 534 50 32 00 - FUEL	32.71	
					403 - 535 50 32 00 - FUEL	32.71	
					402 - 537 50 32 00 - FUEL	32.71	
					101 - 542 30 32 00 - FUEL	32.71	
					001 - 576 80 32 00 - FUEL	32.72	

001 Current Expense Fund	117,538.77
101 Street Fund	4,710.48
107 Convention Center Reserve Fund	17,983.24
112 Public Works Equipment Reserve Fund	27,717.40
115 Police Vehicle Reserve Fund	40,448.38
116 City Hall Building Reserve Fund	8,667,275.89
121 Street Development Reserve Fund	750.00
128 Transit System Fund	79,807.47
401 Water Fund	6,270.46
402 Garbage Fund	93,007.12
403 Sewer Fund	82,835.57
404 Water Improvement Reserve	155.50
414 Water Deposits	264.60

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					9,138,764.88	Claims:
					9,138,764.88	9,138,764.88