

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY, NOVEMBER 23, 2015 – 6:00 P.M.
CITY HALL ANNEX, 3103 2ND STREET, 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 November 9, 2015, as attached to the Agenda and maintained in electronic format.

B. Approve Vouchers:

Claims Vouchers – EFT's, and Voucher Nos. 10301 and 91293 through 91373 for November 23, 2015, in the amount of \$297,053.93;

Petty Cash Vouchers – EFT's and Voucher No. 1844 November 23, 2015, in the amount of \$20.00;

Advance Travel – EFT's and Voucher Nos. 1243 through 1246 for November 23, 2015, in the amount of \$1,100.64.

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

Public Works/Community Development

1. Resolution No. _____ - Updated Master Interlocal Agreement for Growth Management Act;

2. Resolution No. _____ - HLA Task Order – Fullbright Park Entrance Road Realignment;
3. Resolution No. _____ - WA State Department of Ecology Agreement - Biennial Stormwater Capacity Grant.

Police Department

1. Resolution No. _____ - 2016 Interlocal Correction/Detention Agreement -Yakima County;
2. Resolution No. _____ - Surplus Vehicle – Crime Scene Vehicle.

Finance & Administration

1. Ordinance No. _____ - 2016 Wage Increase for Non-Union Employees;
2. Ordinance No. _____ - 2015 Budget Amendment - Creating 405 Fund – Sewer Development Reserve Fund.

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. ANY OTHER BUSINESS

X. RECESS TO 15 – MINUTES EXECUTIVE SESSION:

For Labor Negotiations Pursuant to RCW 42.30.140(4)(a); the Council **does not** intend on taking action.

XI. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: November 23, 2015
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution - Updated Master Interlocal Agreement for Growth Management Act

SYNOPSIS: The overall intent of the update was to make the Master Interlocal Agreement more user friendly, better reflect current Growth Management Act requirements and to establish clearer management structure for growth and development within the unincorporated Urban Growth Areas.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: This was discussed at the October 5th Public Works & Community Development committee meeting, and the November 16th Council meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Updated Master Interlocal Agreement for Growth Management Act

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County.

WHEREAS, the Growth Management Act requires counties and cities to update their comprehensive land use plans consistent with statewide goals and to coordinate their planning efforts with each other;

WHEREAS, state law requires counties and cities to coordinate the development of local comprehensive plans through a set of mutually developed County-wide Planning Policies;

WHEREAS, the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County implements the County-wide Planning Policies

WHEREAS, Yakima County over the last 8 months has worked with the City of Union Gap (City) and 13 other cities and towns to update the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County;

WHEREAS, the overall intent of the update of the Interlocal Agreement is to make it more user friendly, better reflect current Growth Management Act requirements and to establish clearer management structure for growth and development within the unincorporated Urban Growth Areas;

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

That the City Manager is authorized to sign the Master Interlocal Agreement for Growth Management Act Implementation in Yakima.

PASSED this 23rd day of November, 2015.

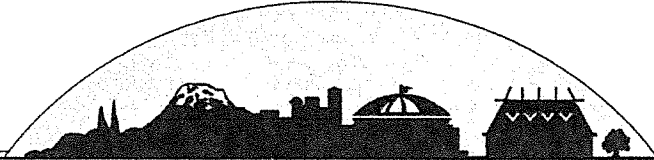
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



BOARD OF YAKIMA COUNTY COMMISSIONERS

★ District One
Michael D. Leita

★ District Two
Kevin J. Bouchey

★ District Three
Rand Elliott

September 21, 2015

City of Union Gap
Attn: Mayor Roger Wentz
PO Box 3008
Union Gap WA 98903

Re: Approval of Updated Master Interlocal Agreement

Dear Mayor Wentz:


Over the last 8 months, Yakima County and each of the fourteen cities and towns has been working diligently on updating the *Master Interlocal Agreement for Growth Management Act Implementation in Yakima County*. The overall intent of the update was to make the Master Interlocal Agreement more user friendly, better reflect current Growth Management Act requirements and to establish clearer management structure for growth and development within the unincorporated Urban Growth Areas.

The collaborative process used to update the Master Interlocal Agreement was very successful and should prove beneficial for future cooperative planning efforts between Yakima County and your jurisdiction.

Enclosed with this letter is a copy of final updated Master Interlocal Agreement. The Master Interlocal Agreement needs your jurisdiction's final approval and signature. After the Master Interlocal Agreement is approved and signed, please return the signature page to our office. Once all signatures are gathered, Yakima County will sign the agreement and provide a final approved copy to each jurisdiction.

Respectfully,

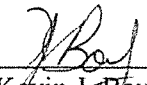
Board of Yakima County Commissioners



J. Rand Elliott, Chairman



Michael D. Leita, Commissioner



Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*

**MASTER INTERLOCAL AGREEMENT
FOR GROWTH MANAGEMENT ACT IMPLEMENTATION
IN YAKIMA COUNTY**

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I. PREAMBLE

A. PURPOSE

The primary purpose of this Agreement is to provide a management structure for growth and development occurring in Urban Growth Areas (UGAs) to ensure that coordinated Growth Management Act (GMA) goals will be met. In areas that are outside of city limits but within the UGA, the County continues to have legal jurisdiction but both the County and respective City have interests. The purpose of UGA designation is to target these areas for urban growth and urban levels of services, and eventual annexation or incorporation. Consequently, the County and cities' must have coordinated visions for urban density land use in these areas with appropriate development standards to assure consistency with the GMA. This Agreement is intended to meet the objectives of the GMA, set out processes for coordination of planning, provide public improvements, and to clarify

administrative and development processes for citizens, the Cities and the County.

B. BACKGROUND

Outlined below are statute, regulation, and agreements that provide the framework for this Agreement.

1. Growth Management Act

The enactment of GMA by the Washington State Legislature in 1990 fundamentally changed the way comprehensive land use planning is carried out in the state. The GMA requires that counties and cities update their comprehensive land use plans consistent with statewide goals and to coordinate their planning efforts with each other.

2. County-wide Planning Policies (CWPPs)

To assure that this coordination is carried out, the 1991 Legislature passed companion legislation (RCW 36.70A.210) requiring counties and cities to coordinate the development of local comprehensive plans through a set of mutually developed CWPPs.

Following review and recommendation by the Cities, the CWPPs were adopted by the Board of Yakima County Commissioners in June 1993 and updated in 2003. This agreement implements the Yakima County-wide Planning Policies (CWPP) as adopted by Yakima County and its cities.

3. Urban Growth Areas

The GMA states that urban growth should first be located in areas already characterized by urban growth that have adequate existing public facility and service capacities to serve such development, second in areas already characterized by urban growth that will be served adequately by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources, and third in the remaining portions of the urban growth areas. [RCW 36.70A.110(3)]

Therefore, the CWPPs include specific policies to encourage growth in UGAs and discourage urban growth outside of these areas. Also, these policies strive for development within UGAs in a logical fashion outward from the edge of developed land in conjunction with the provision of infrastructure and urban services.

4. Provision of Services within UGAs

The GMA recognizes that, in general, the Cities are the units of government most appropriate to provide urban governmental services. RCW 36.70A.110(4). This preference does not preclude provision of services by other providers, but suggests if all factors were equal in an evaluation of potential service, the City is the preferred provider of urban governmental services.

II. AGREEMENT

A. PARTIES TO AGREEMENT

This Agreement is entered into individually between Yakima County (hereinafter referred to as the "County") and each of the following municipalities: the Cities of Grandview, Granger, Mabton, Moxee, Selah, Sunnyside, Tieton, Toppenish, Union Gap, Wapato, Yakima and Zillah, the Towns of Harrah and Naches (hereinafter referred to as the "City" or "Cities").

B. AUTHORITY

This Agreement constitutes an exercise of authority granted to the Cities and the County under Chapter 39.34 RCW, the Interlocal Cooperation Act, and Chapter 36.70A, the Growth Management Act. Copies of this Agreement and any sub-agreements shall be filed by Yakima County with the Yakima County Auditor and the Washington State Department of Commerce.

C. OBJECTIVES

The objectives of this Agreement are:

1. To implement the provisions of GMA and the CWPPs, including facilitation of urban growth within UGAs, while maintaining consistency with the County's and City's comprehensive plan.
2. To assure allowable growth and development within UGAs is clearly understood by the Cities, the County, other service providers and citizens in these areas.
3. To assure that the policies and procedures leading to such development are clearly defined.
4. To define responsibility for the provision of urban services and the level of service to be provided.
5. To assure communication among the Cities, the County and citizens as planning, growth, and development decisions are made.

6. To use decision-making processes that are consistent with the County's and City's responsibilities, and which consider the long term objectives, plans and development standards of the Cities.
7. To provide for common and joint processes of the Cities and the County to foster overall operational partnership, efficiency, and unified policy and direction.
8. To assure that public participation processes targeting property owners and residents of affected UGAs areas are undertaken as this Agreement is implemented.
9. To encourage economic development with a balanced application of the goals, policies, and strategies of the various comprehensive plans.
10. To establish the protocols and responsibilities for developing and maintaining the common system for data collection and analysis.

D. COOPERATIVE PLANNING SYSTEM

1. UGA Boundaries

The record of official UGA boundaries designated by the County pursuant to the Growth Management Act shall be maintained as a part of the future land use map in the County's adopted comprehensive plan. Copies of the official UGA boundary shall be provided to the City. Cities shall notify the County of any disparities.

The County adopts UGA boundaries consistent with the provisions of the Growth Management Act, CWPPs, YCC Title 16B.10 and this Agreement.

2. Urban Growth Area Future Land Use Designations

To ensure consistency between future land use designations and zoning for property within unincorporated urban growth areas not covered by adopted subarea plans, the County will adopt common future land use designations for those properties and zone them accordingly. The plan designations and zoning within these areas will be determined in a coordinated effort between the County and each city as part of the scheduled County-wide UGA updates process, set forth in YCC Title 16B.10 and this Agreement. The County will ensure that land use designations and zoning for property within unincorporated urban growth areas covered under an adopted subarea plan are consistent with the applicable subarea plan.

The Cities may provide the County with pre-zoning map(s) during the County-wide UGA update process depicting the City's preferred zoning for the unincorporated portions of their respective UGA. Said pre-zoning shall be consistent with comprehensive plan land use designations. When utilized, the pre-zoning map shall serve as an indication of the City's intentions with respect to land uses in the area upon annexation, and shall be considered by the County when making revisions.

E. PLANNING IMPLEMENTATION

Since UGAs are intended to accommodate urban growth and eventually be part of cities, a mechanism is needed to assure that planning and permitting decisions of the County are generally consistent with the planning objectives and development standards of the Cities.

1. Amending Urban Growth Boundaries

Urban Growth Areas are intended to implement the planning goals of the Growth Management Act (GMA), CWPPs and the planning and land use objectives of adopted comprehensive plans by encouraging development in urban areas where adequate public facilities and services exist or as documented in each jurisdiction's capital facilities plan. To implement the goals of this Agreement, all jurisdictions shall adhere to the following requirements for the review of urban growth areas and amendments to the boundaries:

a. Urban Growth Boundary Amendment Cycle

Yakima County shall conduct a county-wide UGA review according to the schedules established in YCC Title 16B.10.040 (5), or at a minimum the timeframes established under RCW 36.70A.130.. Cities may request amendments to UGA boundaries outside of the county-wide UGA review schedules listed above under the emergency amendment process allowed under RCW 36.70A.130(2)(b).

Emergency amendment requests must be made in writing to the Board of Yakima County Commissioners and if accepted, the proposed amendment will be evaluated based on the criteria and requirements under YCC 16B.10, this Agreement and the most recent LCA information and population allocations used by the County during the most recent UGA review process.

b. Population Allocations

The baseline for the twenty-year County-wide population forecasts shall be based on the State of Washington's Office of Financial Management (OFM) 20-year GMA population projections. The population forecasts will be allocated to the Cities and the unincorporated urban areas by Yakima County, as set forth in YCC 16B.10.040 and the GMA.

c. Buildable Lands Model (BLM)

The BLM allows local jurisdictions to compare anticipated growth against actual development over time to determine if there is enough suitable land inside the UGA to accommodate the growth anticipated during the remaining portion of the 20-year planning period and if jurisdictions are achieving their adopted urban densities inside urban growth areas. This process may be used by Yakima County if determined necessary.

d. Land Capacity Analysis (LCA)

The LCA is to establish an objective approach by which to determine the current supply of land and how much population and development each jurisdiction can expect to accommodate under current zoning and development regulations in the existing incorporated and unincorporated UGAs. Yakima County shall conduct the LCA, using the LCA methodology outlined in the Yakima County Comprehensive Plan Land Use Element, YCC 16B.10.095 (2), the CWPPs and this Agreement.

e. Capital Facilities Planning

Cities must submit an adopted Capital Facilities Plan that includes any capital assets that are needed to accommodate future growth within the proposed or existing urban growth area as part of any UGA update process. To determine what is needed, the levels of service (LOS) standards for transportation facilities must be identified. LOS standards on other capital facilities are strongly encouraged. This should be consistent with the 20-year planning horizon and the densities and distribution of growth identified during the UGA update process. This forecast must include those capital facilities required by RCW 36.70A that are planned to be provided within the planning period, including the general locations and anticipated capacity needed. The lack of an adopted Capital Facilities Plan

for any proposed expansion area or areas currently within an urban growth area indicates that the area is not ready for urban growth and that the proposal will be denied or the area will be removed from the UGA.

2. Amending Urban Growth Area Future Land Use Designations and Zoning Districts

a. Future Land Use Designation Amendments

Amendment requests to change future land use designations for properties located within unincorporated urban growth areas will be accepted by the County during the scheduled biennial amendment cycle, set forth in YCC 16B.10. Amendment requests by property owners and/or jurisdictions will be evaluated based on the criteria and requirements under YCC 16B.10 and this Agreement.

Future land use designations and zoning for properties located within unincorporated urban growth areas were developed as part of a coordinated effort between Yakima County and the cities during the county-wide UGA review process. Therefore, if a property owner requests a future land use designation amendment outside of the scheduled five year UGA review process Yakima County will notify the applicable city of the proposed amendment request for their recommendation. The city's recommendation will be forwarded to the Yakima County Planning Commission and to the Board of Yakima County Commissioners for consideration as part of the legislative amendment review process. Amendment requests by property owners and/or jurisdictions outside of a scheduled county-wide UGA review process will be evaluated based on the criteria and requirements under YCC 16B.10, this Agreement and the most recent LCA information and population allocations used by the County during the most recent UGA review process.

Amendments to future land use designation for property located within the unincorporated urban growth area, must refer to the applicable County Future Land Use/Zoning Consistency Table to determine whether the desired plan designation is consistent with the plan designation as shown in the County Future Land Use Consistency Table.

b. Zoning District Amendments

Property owners wishing to rezone land within the unincorporated urban growth area to a different zoning district must show that the rezone is consistent with the applicable County Future Land Use/Zoning Consistency Table. Rezones that are contingent upon legislative approval of a comprehensive plan map amendment, as indicated in Table 19.36-1 shall be considered a major rezone and subject to the procedures and requirements set forth in subsection a. above, YCC 16B.10 and YCC 19.36.

F. INFRASTRUCTURE SERVICES AND LEVEL OF SERVICE

General Provisions for Capital Facilities Planning and Mapping - Consistency with GMA

In accordance with RCW 36.70A.070(3) and WAC 365-196-415, the Cities and the County will develop Capital Facilities Plans that cover the entire UGA. Cities shall provide the County with a copy of their most current adopted Capital Facilities Plan at least six months prior to any scheduled UGA update process. Maps of City and County utilities and transportation infrastructure not contingent to a Capital Facilities Plan amendment will be provided to the County's GIS's Department when updated, which will maintain the regional GIS database, so as to be accessible to all parties.

Opportunities for focused and targeted public investment, which directs capital improvement expenditures into specific geographic areas to produce "fully-serviced land" for development, will be encouraged. This strategy is intended to maximize the use of limited public funds by coordinating government expenditures and focusing development first in some areas, then in others. Selection of targeted investment corridors will consider and be consistent with regional priorities. Separate sub-agreements or interlocal agreements may be entered into by the affected parties to provide the details for the concepts of particular focused targeted public investment corridors.

The following provisions apply to the review and permitting process for proposed developments in unincorporated portions of Urban Growth Areas:

1. Streets

a. Responsibility

Yakima County and cities will be responsible for assuring that all streets within the UGA are constructed concurrently with development and that the impacts generated by the development on the transportation facilities within both the

unincorporated and incorporated UGA are properly considered and the appropriate mitigation is required.

b. Design Standards

Yakima County will utilize the provisions of Yakima County Code Title 19 as design standards for urban development of streets, and associated structures, unless otherwise specified in a sub-agreement. It is intended that County design standards will be generally consistent with standards adopted by the City; therefore the County may modify its required design standards when a City identifies the specific standards that may apply and demonstrates that applying the City's development standards are consistent with RCW 36.70A.110(3) and the applicable Capital Facilities Plan.

c. Level of Service (LOS)

Transportation Policy – LOS

The establishment of level of service policies for streets within the urban growth area will be done cooperatively to assure that service level thresholds are agreed upon for all transportation facilities. This effort will be coordinated with the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Organization (RTPO) pursuant to RCW 47.80.023.

Performance Evaluation – LOS

The Cities and the County will monitor and review transportation LOS policies and their effect in the urban growth area and make adjustments as mutually agreed upon.

2. Water

a. Responsibility

The Cities are the preferred provider of services within the Urban Growth Areas. Responsibility for the provision of water service by a water purveyor approved by Washington State Department of Health (DOH) will be depicted on a service area map. The service area map will be maintained by the County in the regional GIS database.

Consistent with DOH regulations, the designated water purveyor shall be responsible for planning and development of water

service within the 20-year planning horizon to meet the level of service standards for the land uses and populations indicated in the most recent comprehensive plan.

b. Financial and Service Policies

(1) Water Service – It is the intent of all parties to this Agreement to require adequate water service to potential customers within the UGA consistent with the capital facilities plans.

(2) Costs - The costs of system extension will be as enumerated in the capital facilities plan. This does not preclude programmed extensions undertaken at the initiative of the developer.

(3) Rates - Water rates are the responsibility of the purveyor.

c. Standards

Design and construction of water systems shall, at a minimum meet DOH regulations and guidelines and the purveyor's standards. The Cities shall submit to the County any specific standards which are to be applied within their respective UGA.

3. Sewer

a. Responsibility

Sewer service is expected to be provided by cities or sewer service providers approved by the Washington State Department of Ecology (DOE) or the United States Department of Environmental Protection Agency (EPA) within boundaries of the Yakama Nation,.

Responsibility for the provision of sewer service will be depicted on a service area map in the regional GIS database maintained by the County in cooperation with the Cities and sewer service providers. Consistent with DOE, DOH and EPA regulations, the designated sewer purveyor shall be responsible for planning and development of sewer service to meet the level of service standards for the land uses and populations indicated in the most recent comprehensive plan within the 20-year planning horizon.

b. Financial and Service Policies

- (1) Sewer Service – It is the intent of all parties to this Agreement to require adequate sewer service to potential customers within the UGA consistent with the capital facilities plans.
- (2) Costs - The costs of system extension will be as enumerated in the capital facilities plan. This does not preclude programmed extensions undertaken at the initiative of the provider.
- (3) Rates - Sewer rates are the responsibility of the provider.

c. Standards

The minimum design standards for design and construction of sewer facilities shall be those contained in the applicable city, DOE, DOH or EPA statutes and regulations or guidance documents.

4. Stormwater

a. Responsibility

The County will have responsibility for assuring that stormwater generated from development outside City limits will be handled in a manner consistent with standards outlined below.

b. Financial and Service Policies

Design and construction of stormwater collection, retention, conveyance, treatment and disposal systems will be the responsibility of the developer.

It is current County policy to require on-site retention, treatment, and disposal of stormwater. Exceptions to this policy will only be allowed if off-site collection, treatment, and disposal services are available from a municipality, or other entity properly authorized to collect and dispose of such flows.

c. Standards

All stormwater shall be retained and disposed on-site according to processes and design(s) approved by the County unless an agreement with a public entity is in place for conveyance, treatment, and disposal of such flows.

G. ANNEXATION

It is the intent of the parties to promote orderly and contiguous development of the City through annexation

1. Development Contiguous to City Boundaries – Annexation to be Promoted

The County agrees that it will not provide utility services to properties within a city's UGA without the specific approval of the respective City, unless the property is in an existing utility service area of the County. It is the City's responsibility to provide utility service to properties within their respective UGA's within the 20-year planning horizon.

2. Development Review Within Pending Annexation Areas

a. Early Transfer of Authority

It is the intent of the parties to facilitate timely processing of development applications for properties which are included within areas subject to active annexation proceedings. When a Notice of Intent to Commence Annexation has been approved by the City and submitted to the Boundary Review Board, the city may in writing, request from the County transfer of authority to accept and review project permits prior to the effective date of annexation.

b. County Review of Submitted Project Permits

Complete project permit applications submitted to the County prior to the effective date of annexation will be processed and reviewed by the County to the review stage covered by the project permit application fee.

"Review stage" is defined for subdivisions and short subdivisions to include preliminary plat approval, plat construction plan approval, inspection, or final plat processing. "Review stage" for all other land use permit applications includes preliminary approval, construction plan approval, construction inspections and final sign-off, but does not include related building permit applications unless a complete building permit application is submitted to the County prior to the effective date of the annexation.

(1) Vesting

Any complete project permit application submitted to the County that has vested under statutory or common law shall be subject to the Yakima County laws and regulations in effect at the time the County deemed the project permit application complete.

(2) Land Use Dedications, Deeds, or Conveyances

Final plats or other dedications of public property will be transmitted to the City for City Council acceptance of dedication of right-of-way or public easements, if dedication occurs after the effective date of annexation. Dedications, deeds, or conveyances will be in the name of the City after the effective date of the annexation and will be forwarded to the City Council for acceptance by the City even if the County is continuing to process the permit application.

(3) Appeals of Land use Permits

The County agrees to be responsible for defending, all permits decisions issued by the county for complete project permit applications submitted prior to annexation.

(4) Permit Renewal or Extension

After the effective date of annexation, any request to renew a building permit or to renew or extend a land use permit issued by the County in the annexation area is to be made to and administered by the City.

(5) Land use Code Enforcement Cases

Any pending land use code enforcement cases in the annexation area will be transferred to the City on the effective date of the annexation. Any further action in those cases will be the responsibility of the City at the City's discretion.

(6) Enforcement of County Conditions

Following the effective date of the annexation, the City agrees to enforce any conditions imposed by the county

relating to the issuance of a building or land use permit in an area that has been annexed; to the same extent it enforces its own conditions.

(7) **Financial Considerations/Revenue Adjustments and Transfers**

If the County intends to upgrade or replace infrastructure in a UGA, and such an investment would result in significant expense or indebtedness, then the County may seek a specific agreement with the other City to address the financial impacts of future annexation. Negotiations will provide for coordinated infrastructure development, appropriate allocation of costs and/or revenue sharing arrangements, and optimal leveraging of local funds to obtain available grants and loans.

(8) **Administration of Bonds**

Any performance, maintenance or other bond issued by the County to guarantee performance, maintenance or completion of work associated with the issuance of a permit will be administered by the County to completion. Any additional bonding required after annexation occurs will be determined, accepted and administered by the City along with responsibility for enforcement of conditions tied to said bonds. It shall be the City's responsibility to notify the County of the acceptance of said bonds in order for the County to release interest in any bonds the County may still hold.

(9) **Records Transfer**

The City may copy and/or transfer necessary County records, as appropriate, prior to and following annexation. The City may arrange for off-site duplication of records under appropriate safeguards for the protection of records as approved by the County.

H. SUB-AGREEMENTS

Sub-agreements that provide additional detail for implementing various aspects of this Agreement are anticipated, provided that the sub-agreements

do not conflict with the provisions of this Agreement. Copies of sub-agreements shall be distributed to all parties to this Agreement.

I. GENERAL PROVISIONS

1. Relationship to Existing Laws and Statutes

Except as specifically provided herein, the Cities and the County do not abrogate the decision-making authority vested in them by law. This Agreement in no way modifies or supersedes existing state laws and statutes.

2. Oversight

The County-wide Planning Policy Committee, or its successor, shall be designated as responsible for overseeing implementation of this Agreement.

3. ILA Noncompliance

The Cities and the County believe this ILA is in the best interests of the public and therefore will fully adhere to this ILA. In the event any party identifies an issue they believe is not consistent with this ILA the following process may be undertaken:

- a. The party shall give written notification within 30 days to the other parties of concern. In addition, the party shall give notice to all non-affected parties of this agreement. The affected parties shall document the nature of the dispute and their respective options for resolution, if the parties are not able to resolve the matter within 10 business days they shall seek mediation through the Dispute Resolution Center.
- b. If the disputing parties are still at an impasse, following mediation they shall seek resolution through the Yakima County Superior Court.
- c. If final resolution results in the need for amendments to the ILA, said amendments shall be processed in accordance with subsection (4) of this Agreement.

The dispute resolution process identified above does not preclude any party with standing from filing an appeal with the Washington State Growth Management Hearing Board or LUPA court if applicable.

4. Amendments to the ILA

The Cities and the County recognize that amendments to this Agreement may be necessary to clarify the requirements of particular sections or to update the Agreement. Amendments not involving all parties shall be handled as sub-agreements as provided for in Section H, above.

5. Amendments to the CWPP

The CWPPs have set a framework for comprehensive planning under GMA, but lack a process for amending the CWPPs and integrating the amendments into the comprehensive planning and implementation process. Since joint and cooperative planning will be accomplished through the provisions of the CWPPs it is important to provide for policy adjustments from time to time. The parties agree to the following process:

- a. Policy amendments shall be consistent with the framework and purpose of the CWPPs.
- b. Amendments require approval by 60% of the jurisdictions representing at least 51% of the County population prior to adoption by the Board of County Commissioners.
- c. The County-wide Planning Policy Committee will consider amendments to the CWPPs annually. The Committee should schedule review of these amendments six months in advance of the process for consideration of annual comprehensive plan changes.
- d. Proposed amendments will be provided to all Committee members at least four weeks prior to consideration by the Committee.
- e. Committee members are not expected to be able to commit their respective jurisdictions, but they are expected to fully represent the balance of concerns and views which may affect their jurisdiction's ability to approve the proposed amendments.
- f. Within 30 days of a decision by the Policy Committee, jurisdictions will be asked to indicate approval by signing the revised document.

6. The County-wide Planning Policy Committee

The CWPPC shall hold a meeting each year to report on the progress of implementing the CWPPs and this Agreement. This meeting will provide an opportunity for jurisdictions to discuss planning and development related issues and suggest changes to this Agreement as necessary. Each City and the County will be responsible for maintaining its designated member.

7. Effective Date and Term of the ILA Agreement

This Agreement shall be effective upon passage by the County and all of the Cities. The term of this Agreement shall be for five years from the effective date hereof and shall automatically be renewed for subsequent five year terms. No later than 180 days before the automatic renewal date, any party may notify the other parties in writing of a desire to revise the Agreement.

8. Severability

If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the provisions and/or the application of the provisions to other persons or circumstances shall not be affected.

If any section, subsection, paragraph, sentence, clause or phrase of this Agreement is adjudicated to be invalid, such action shall not affect the validity of the remaining portions of the Agreement.

III. SIGNATURES

IN WITNESS WHEREOF, this agreement has been executed by each party to this Agreement as evidenced by signature pages affixed to this agreement.

MASTER INTERLOCAL AGREEMENT
FOR GROWTH MANAGEMENT ACT IMPLEMENTATION
IN YAKIMA COUNTY

SIGNATURE PAGE

The legislative body of the undersigned jurisdiction has authorized execution of the Master Interlocal Agreement for Growth Management Act Implementation in Yakima County.

IN WITNESS WHEREOF

This agreement has been executed by _____
(Name of City/Town/County)

By: _____

Title: _____

Date: _____

Attest:

By: _____

City Clerk/Town Clerk/Clerk of the Board

Approved as to Form:

By: _____

City Attorney/Corporate Counsel

SEAL:



City Council Communication

Meeting Date: November 23, 2015
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution - HLA Task Order – Fullbright Park Entrance Road Realignment

SYNOPSIS: On February 25, 2015 the City entered into a Consultant Agreement (Task Order No. 2015-01) with Huibregtse, Louman Associates, Inc. (HLA).

Task Order No. 2015-04 addresses the City's desire to realign the Fullbright Park Entrance Road located along State Route 97 to provide better and safer vehicular and pedestrian access to the park and future recreational improvements.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign Task Order No. 2015-04 with Huibregtse, Louman Associates, Inc. related to the Fullbright Park Entrance Road Realignment project.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW: The Lodging Tax Advisory Committee has committed \$5,000 toward this project, which is included in their 2016 budget. The remaining costs will be taken out of the 124 – Infrastructure Reserve Fund.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. HLA Task Order No. 2015-04

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign Task Order No. 2015-04 with Huibregtse, Louman Associates, Inc. related to the Fullbright Park Entrance Road Realignment.

WHEREAS, the City contracts with Huibregtse Louman Associates, Inc. (HLA) for general engineering services;

WHEREAS, in February 2015 the City entered into a Consultant Agreement (Task Order No. 2015-01) with Huibregtse Louman Associates, Inc.;

WHEREAS, Task Order No. 2015-04 is necessary to realign the Fullbright Park Entrance Road located along State Route 97 to provide better and safer vehicular and pedestrian access to the park and future recreational;

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

That the City Manager is authorized to sign Task Order No. 2015-04 with Huibregtse, Louman Associates, Inc. to provide the necessary engineering services involved with the Fullbright Park Entrance Road Realignment;

PASSED this 23rd day of November, 2015.

Roger Wentz, City Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

TASK ORDER NO. 2015-04

REGARDING GENERAL AGREEMENT BETWEEN THE CITY OF UNION GAP
AND
HUIBREGTSE, LOUMAN ASSOCIATES, INC.

PROJECT DESCRIPTION:

Fullbright Park Entrance Road Realignment (PROJECT)
Main Street/State Highway 97
HLA Project No. TBD

The City of Union Gap (CITY) desires to realign the Fullbright Park Entrance Road located along State Route 97 to provide better and safer vehicular and pedestrian access to the park and future recreational improvements. The PROJECT will consist of a new two lane asphalt paved road beginning at the current entrance location and extending westerly to intersect with the approach road to the existing bridge crossing Ahtanum Creek to the Central Washington Agricultural Museum and then extending northwesterly to near the park's north property line, including guardrail, storm drainage swales, and other related work.

SCOPE OF SERVICES:

Huibregtse, Louman Associates, Inc. agrees to perform the following services:

Phase 1 - Preliminary Conceptual Design

- A. Perform the field investigations necessary to prepare a "conceptual" design of the identified improvements.

Phase 2 - Preliminary Engineering Design

- A. Conduct a topographic survey of project area as required to complete design, plans, and specifications.
- B. Prepare preliminary design plans for review and discussion with CITY staff.

Phase 3 - Environmental Compliance

- A. Assist CITY with State Environmental Review Process (SERP) requirements, including preparation of a SEPA checklist. An Environmental Impact Statement (EIS) is not anticipated to be required for this PROJECT. Should it be determined that an EIS must be prepared, it will be added as a separate and additional phase of work.
- B. Assist the CITY in obtaining approval of all governmental or other authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.

Phase 4 - Final Engineering Design, Plans, and Specifications

- A. On the basis of approved preliminary plans, perform the final design, and prepare complete Plans and Specifications for bid call on the proposed work, as authorized by the CITY.
- B. Assist the CITY with securing approval of such governmental authorities as have jurisdiction over design criteria applicable to the PROJECT.

Phase 5 - Construction Contract Bidding Process

- A. Furnish forty (40) copies of the final Plans and Specifications for bidding.
- B. Answer and supply such information as is requested by prospective bidders.
- C. Prepare and issue addenda, if necessary.

- D. Prepare the Engineer's Estimate of construction cost.
- E. Attend bid opening and participate in the bid opening and evaluation process.
- F. Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- G. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

Phase 6 - Services during Construction

- A. Furnish a qualified resident engineer who shall make construction observations and be on the job site at all times that significant work is in progress, whose duty shall be to provide surveillance of project construction for substantial compliance with Plans and Specifications.
- B. Prepare and file progress reports on the PROJECT with the CITY and provide monthly progress estimates to the CITY.
- C. Consult and advise the CITY during construction and make a final report of the completed work.
- D. Monitor the Contractor's compliance with State labor standards.
- E. Review Contractor's submission of samples and shop drawings, where applicable.
- F. Recommend progress payments for the Contractor to the CITY.
- G. Prepare and submit proposed contract change orders when applicable.
- H. Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the CITY's Contractor.
- I. Participate in the 11th month warranty inspection and make recommendations to the Contractor for warranty work that needs to be addressed.

Items to Be Furnished and Responsibility of the CITY

The CITY will provide or perform the following:

- 1. Provide full information as to the CITY's requirements of the PROJECT.
- 2. The CITY shall assist the Engineer by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- 3. The CITY will examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the work of the Engineer.
- 4. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- 5. Provide backhoe and operator for potholing of existing utilities to identify potential conflicts during the design phase.

TIME OF PERFORMANCE:

Phase 1: Preliminary Conceptual Design

Conceptual design preliminary engineering shall be prepared and submitted to the CITY within 30 calendar days after the date of authorization to proceed.

Phase 2 – 5: Design Engineering, Environmental, and Bidding Services

Preliminary engineering design, environmental, and permitting information shall be prepared and submitted to the controlling authority/authorities within 90 calendar days after the date of authorization to proceed. Final plans, specifications, and estimates for all project elements shall be provided within 60 calendar days after the date of preliminary plan approval by the CITY.

Phase 5: Services During Construction

Engineering services during construction shall begin upon construction contract award by the CITY and shall extend through construction contract completion.

FEE FOR SERVICES:

For the services furnished by the Engineer as described in this Task Order, the CITY agrees to pay the Engineer the fees as set forth herein. The maximum amounts listed below may be revised only by written agreement of both parties.

Phase 1 – Preliminary Conceptual Design Services

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement plus reimbursement for non-salary expenses with an estimated maximum amount of \$5,000.00.

Phase 2 – Preliminary Engineering Design Services

The lump sum fee of \$15,000.00.

Phase 3 – Environmental Compliance Services

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement plus reimbursement for non-salary expenses with an estimated maximum amount of \$20,000.00.

Phase 3 – Final Engineering Design, Plans, and Specifications

The lump sum fee of \$35,200.00.

Phase 4 – Construction Contract Bidding Process

The lump sum fee of \$4,000.00.

Phase 5 - Services During Construction

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement plus reimbursement for non-salary expenses with an estimated maximum amount of \$85,800.00, based on a contract-specified time of completion of 50 working days.

Additional Services

Any additional work requested by the CITY shall be performed on a time spent basis in accordance with Exhibit A - Schedule of Hourly Rates attached to the General Services Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside Engineers.

Proposed: _____
Huibregtse, Louman Associates, Inc. _____
Jeffrey T. Louman, President _____
Date _____

Approved: _____
City of Union Gap _____
Rodney Otterness, City Manager _____
Date _____



City Council Communication

Meeting Date: November 23, 2015
From: Dennis Henne; Director of Public Works & Community Development
Topic/Issue: Resolution – WA State Department of Ecology Agreement - Biennial Stormwater Capacity Grant

SYNOPSIS: The purpose of this Agreement between the City and the Washington State Department of Ecology is to provide funds to carry out the requirements described in reference to the 2015-2017 Biennial Stormwater Capacity Grant. This project will improve water quality in the State of Washington by reducing stormwater pollutants discharged to state water bodies. The grant amount is \$50,000.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign Agreement WQSWCAP-1517-UniGap 00022 with the Washington State Department of Ecology for the 2015-2017 Biennial Stormwater Capacity Grant.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. WA State DOE Water Quality Stormwater Capacity Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION authorizing the City Manager to sign Agreement WQSWCAP-1517-UniGap 00022 with the Washington State Department of Ecology for the 2015-2017 Biennial Stormwater Capacity Grant.

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

WHEREAS, in order to participate in such funding, the City of Union Gap must comply with various requirements as set forth in the document entitled "Washington State Department of Ecology Agreement WQSWCAP-1517-UniGap-00022 - 2015-2017 Biennial Stormwater Capacity Grant Program";

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

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

The City Manager is authorized to sign an Agreement between the City of Union Gap and the State of Washington Department of Ecology for 2015-2017 Biennial Stormwater Capacity Grant Program.

PASSED this 23rd day of November 2015.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



Agreement WQSWCAP-1517-UniGap-00022

WATER QUALITY STORMWATER CAPACITY AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

City of Union Gap

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

GENERAL INFORMATION

Project Title:	2015-2017 Biennial Stormwater Capacity Grants
Total Cost:	\$50,000.00
Total Eligible Cost:	\$50,000.00
Ecology Share:	\$50,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than	03/31/2017
Project Type:	Capacity Grant

Project Short Description:

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

Project Long Description:

N/A

Overall Goal:

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

RECIPIENT INFORMATION

Organization Name: City of Union Gap

Federal Tax ID: 91-6001287
DUNS Number: 072043917

Mailing Address: PO Box 3008
Union Gap, WA, 98903

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

Organization Email: dhenne@cityofuniongap.com

Contacts

Project Manager	Dennis Henne Director Public Works and Community Development 102 W. Ahtanum Road City of Union Gap, Washington, 98903 Email: dhenne@cityofuniongap.com Phone: (509) 249-9206
Billing Contact	Dennis Henne Director Public Works and Community Development 102 W. Ahtanum Road City of Union Gap, Washington, 98903 Email: dhenne@cityofuniongap.com Phone: (509) 249-9206
Authorized Signatory	Dennis Henne Director Public Works and Community Development 102 W. Ahtanum Road City of Union Gap, Washington, 98903 Email: dhenne@cityofuniongap.com Phone: (509) 249-9206

ECOLOGY INFORMATION

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

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

Contacts

Project Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638
Financial Manager	Kyle Graunke P.O. Box 47600 Olympia, Washington, 98504-7600 Email: kygr461@ecy.wa.gov Phone: (360) 407-6638

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

IN WITNESS WHEREOF, the parties hereby sign this Agreement

**Washington State
Department of Ecology**

City of Union Gap

Program Manager Date
Heather Bartlett
Water Quality

Dennis Henne Date
Director Public Works and Community Development

Rodney Otterness

City Manager Date

SCOPE OF WORK

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

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

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

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Dennis Henne

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quarterly Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 Task Cost: \$45,000.00

Task Title: Project Administration/Management

Task Description:

Conduct work related to implementation of municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit requirements. If the RECIPIENT is out of compliance with the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

RECIPIENT may conduct work related to implementation of additional activities required by the municipal stormwater NPDES permits. The following is a list of elements RECIPIENT's project may include.

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

general use (such as a general use pick-up truck). Qualified equipment purchases include but are not limited to:

- a) Illicit discharge testing equipment and materials.
- b) Vactor truck or sweeper truck or MS4 maintenance activities.
- c) Electronic devices dedicated to mapping of MS4 facilities and attributes.
- d) Software dedicated to tracking permit implementation activities.

As a deliverable, documentation of all tasks completed is required. Documentation includes but is not limited to: maps, field reports, dates and number of inspections conducted, dates of trainings held and participant lists, number of illicit discharges investigated and removed, summaries of planning, stormwater utility or procedural updates, annual reports, copies of approved QAPPs, summaries of structural or source control activities, summaries of how equipment purchases have increased or improved permit compliance.

Task Goal Statement:

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

Task Expected Outcome:

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

Recipient Task Coordinator: Dennis Henne

Project Administration/Management

Deliverables

Number	Description	Due Date
2.1	Documentation of tasks completed	

Agreement No: WQSWCAP-1517-UniGap-00022
 Project Title: 2015-2017 Biennial Stormwater Capacity Grants
 Recipient Name: City of Union Gap

BUDGET

Funding Distribution EG160497

Funding Title: Capacity Grant FY16
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2015
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY16	Task Total
Project Administration/Management	\$ 2,500.00
Permit Implementation	\$ 22,500.00
Total:	\$ 25,000.00

BUDGET

Funding Distribution EG160498

Funding Title: Capacity Grant FY17
 Funding Type: Grant Funding Expiration Date: 03/31/2017
 Funding Effective Date: 07/01/2016
 Funding Source:

Title: ELSA: Environmental Legacy Stewardship Account
 Type: State
 CFDA:
 Assistance Agreement:
 Description: MTCA

Recipient Match %: 0
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Capacity Grant FY17	Task Total
Project Administration/Management	\$ 2,500.00
Permit Implementation	\$ 22,500.00
Total:	\$ 25,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Capacity Grant FY16	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Capacity Grant FY17	0.00 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 50,000.00	\$ 50,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY’s ADMINISTRATIVE REQUIREMENTS FOR RECIPIENTS OF ECOLOGY GRANTS AND LOANS at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeas or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund of that name created by ordinance or resolution of the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed.

“Project Schedule” means that schedule for the project specified in the agreement.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology’s Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT will implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State’s Department of Enterprise Services (DES) issues all payments. DES maintains a

central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement will be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF SFY15-17 CAPACITY GRANTS

ECOLOGY shall reimburse eligible project expenses following the schedule below.

Prior to July 1, 2016: Total reimbursements to the RECIPIENT for eligible project expenses are limited to a maximum \$25,000.

After July 1, 2016: If funding is available, ECOLOGY will provide written notification via email to the RECIPIENT project manager stating that ECOLOGY may reimburse additional eligible expenses up to the total project eligible cost of \$50,000. Eligible project expenses may be incurred at any time between July 1, 2015 and March 31, 2017. If additional funds are not available, total reimbursements for eligible project expenses will be limited to a maximum of \$25,000.

If the RECIPIENT fails to submit two or more consecutive quarterly reports via the EAGL grant management system, ECOLOGY may consider this failure to provide progress reports as non-performance and initiate actions to amend or terminate this agreement.

GENERAL FEDERAL CONDITIONS

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

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

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

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

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

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

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

GENERAL TERMS AND CONDITIONS

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

5. COMMUNICATION

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

6. COMPENSATION

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

7. COMPLIANCE WITH ALL LAWS

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

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

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

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

8. CONFLICT OF INTEREST

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

9. CONTRACTING FOR GOODS AND SERVICES

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

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

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

10. DISPUTES

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

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

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

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

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

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

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

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. GOVERNING LAW

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

13. INDEMNIFICATION

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

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

14. INDEPENDENT STATUS

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

15. KICKBACKS

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

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

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

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

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods

or services.

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

17. ORDER OF PRECEDENCE

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

18. PRESENTATION AND PROMOTIONAL MATERIALS

RECIPIENT shall obtain ECOLOGY's approval for all communication materials or documents related to the fulfillment of this Agreement. Steps for approval:

- a) Provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution of any documents or materials compiled or produced.
- b) ECOLOGY reviews draft copy and reserves the right to require changes until satisfied.
- c) Provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets, such as a refrigerator magnet with a message as well as media announcements, and any other online communication products such as Web pages, blogs, and Twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT must provide a complete description including photographs, drawings, or printouts of the product that best represents the item.

RECIPIENT shall include time in their project timeline for ECOLOGY's review and approval process.

RECIPIENT shall acknowledge in the materials or documents that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

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

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable

property, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

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

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

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

22. RECOVERY OF FUNDS

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

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

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

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

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

23. SEVERABILITY

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

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

25. SUSPENSION

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

26. SUSTAINABLE PRACTICES

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

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

recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

Agreement No: WQSWCAP-1517-UniGap-00022
Project Title: 2015-2017 Biennial Stormwater Capacity Grants
Recipient Name: City of Union Gap

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

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

28. THIRD PARTY BENEFICIARY

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

29. WAIVER

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



City Council Communication

Meeting Date: November 23, 2015

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution – 2016 Interlocal Detention/Correction Agreement - Yakima County

SYNOPSIS: This is a renewal of an the existing contract the City has with Yakima County to house certain misdemeanor and felony offenders. The housing rates for 2016 are unchanged.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign the interlocal detention/correction agreement with Yakima County.

LEGAL REVIEW: The City Attorney has reviewed the interlocal agreement.

FINANCIAL REVIEW: These monies are included in the 2016 Preliminary Budget.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Interlocal Detention/Correction Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a 2016 Interlocal Detention/Correction agreement with Yakima County.

WHEREAS, the City contracts with Yakima County for detention/correction services;

WHEREAS, it is necessary to renew the interlocal jail agreement for 2016;

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

That the City Manager is authorized to sign a 2016 Interlocal Detention/Correction Agreement with Yakima County.

PASSED this 23rd day of November, 2015.

Roger Wentz, City Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

**2016 INTERLOCAL
CORRECTIONS/DETENTION AGREEMENT**

THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between **Yakima County** (hereinafter the "County") and the **City of Union Gap** (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to

return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

4.1 Daily Rate for Incarceration. The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

The daily rate for the duration of this Agreement will be per day, per inmate according to **Attachment A**. If for some reason, an agreement between the City/Town and County cannot be reached by January 1, 2016, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2016, once the parties reach an agreement.

4.2 Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

4.3 Inmate Housing Computation. It is agreed the City and County will use **Attachment A** to compute prisoner housing fees.

4.4 Inmate Work Crews. Inmate work crews will be contracted through a separate agreement.

4.5 Home Detention. Two home detention services are available for the City's prisoners.

4.5.1 Option A: The County will provide home detention electronic monitoring and reporting services to the City/Town for a cost according to Attachment A. All offender screening, selection, hookups, scheduling, supervision, re-incarceration, and offender fee collections and use will be the province of the City provided: (1) This service contracted city's offenders only AND (2) The City will reimburse the cost to replace any lost, damaged and/or stolen equipment.

4.5.2 Option B: The County will provide any or all of the home detention program service. Those activities shall be operated by mutual agreement and in full compliance with the County's program policies, procedures and practices. The City/Town also agrees to allow the County to collect and keep all participant and other revenues and fees associated with providing home detention services.

- a. The County shall maintain reasonable access to a sufficient supply of field monitoring device (FMD) equipment needed to meet the City/Town home detention service needs. The County shall keep and maintain such equipment in good working order and shall update the equipment as necessary. The County shall also make reasonable efforts to provide the City/Town with additional monitoring capabilities, including but not limited to: alcohol sensors, daily fax on each monitored defendant, and automated notification regarding monitored defendants who are not in compliance with the home detention monitoring program.
- b. The City/Town shall not be liable to the County for the loss of or damage to monitoring equipment caused by defendants and/or offenders provided by the County pursuant to this Agreement. Rather, the County shall seek compensation for lost or damaged monitoring equipment from those monitored defendants and/or offenders who lose or damage such equipment.

4.6 Access to County Computer System. The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. Prisoner Delivery and Notification.

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at its option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

9.3 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held **(fractionalized as appropriate.)**

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. **For example:** if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.

14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners; provided, however, that either party may terminate the home detention program specified in Section 4.3.2(a) by providing the other party with thirty (30) days written notice of termination that states the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** The duration of this Agreement shall be from *January 1, 2016 through midnight December 31, 2016*, unless otherwise terminated in accordance with Section 14 of this Agreement.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
20. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

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

TO CITY: Union Gap Police Department
Chief, Greg Cobb
1800 Rainier Place
Union Gap, WA 98903

TO COUNTY: Edmund Campbell, Director
Yakima County Department of Corrections
111 North Front Street
Yakima, WA 98901

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

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2016 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2016 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2016. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2016. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.
25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

CITY OF UNION GAP

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

Mayor/City Manager

J. Rand Elliott, Chairman

Approved as to form this
____ day of _____

Michael D. Leita, Commissioner

Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners for Yakima
County, Washington*

Attest:

Tiera Girard
Clerk of the Board

Approved as to Form:

Stefanie Weigand,
Senior Deputy Prosecuting Attorney

Attachment A

YAKIMA COUNTY INTERLOCAL CORRECTIONS AGREEMENT - 2016

Local Detention/Correction Rates:

Daily Housing:

Based on the Monthly Average Daily Population (MADP) sliding scale:

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. This scale does not include those inmates with serious medical, mental health or behavioral conditions as determined by the County. Inmates whose mental health, behavioral or medical conditions require special housing or treatment will be housed at a rate of \$87.95. All other inmates will be housed based on the (MADP):

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$50.60
126-150	\$51.65
101-125	\$52.65
76-100	\$53.70
51-75	\$54.75
26-50	\$55.80
0-25	\$56.80

Billing Detail:

Fractionalized Billing per current practice.

Other special Agreement Conditions:

Yakima County has the following correctional options services.

- **Electronic Home Detention (City determines monitoring and supervision)**
 - Daily Electronic Home Monitoring Equipment \$9.50
 - Daily Electronic Home Supervision \$0.00
 - (Fees collected from client)
- **Work Crews (City may contract through separate agreement)**

Daily Electronic Home Monitoring Equipment is a charge to agencies for the equipment used, should they decide to do their own Home Detention services Yakima County will provide the equipment for the fee listed above.

ATTACHMENT B

MEDICAL ACCEPTABILITY

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
 - a) Heart disease

- b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
 22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
 23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
 24. Persons requiring CPAP machines as prescribed must be transported with the machine.



City Council Communication

Meeting Date: November 23, 2015

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution - Surplus Vehicle – Crime Scene Vehicle

SYNOPSIS: The Police Department no longer requires the use of the 1989 Ford crime scene command post and wishes to declare it surplus.

RECOMMENDATION: Approve a resolution declaring the crime scene/ command post vehicle surplus and authorize the Police Department to sell it in an authorized manner.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: The vehicle is aging and will need to be replaced in the next few years. In anticipation of this the Police Department has begun to implement a replacement plan. As previously discussed in the 2015 budget discussions we have begun to issue SUV Style vehicles to detectives and command staff. Detectives can now carry everything they need to process a crime scene with their issued vehicles. This also allows us to de-centralize the specialized gear and provide a better response. Command post functions will also be maintained in a similar manner by expanding the capabilities of issued vehicles. This will allow the Department to maintain the capability it currently has but at a reduced cost with more depth of service.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

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

A RESOLUTION declaring vehicle surplus and providing for disposition of the same.

WHEREAS, the City of Union Gap has determined that it no longer has need for the Police Department Crime Scene Command Post vehicle; and,

WHEREAS, the City of Union Gap Police Department wishes to surplus and dispose of the vehicle;

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

Section 1. City of Union Gap motor vehicle as follows are hereby declared surplus:

- a. 1990 Ford Van, VIN 2FDLF47M7LCA57557 (16,850 Miles)

Section 2. The City is authorized to dispose of the above-listed motor vehicle in a commercially reasonable manner.

PASSED this 23rd day of November, 2015.

Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: November 23, 2015
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – 2016 Wage Increase for Non-Union Employees

SYNOPSIS: It is the desire of City Administration to provide cost of living increases comparable to the increases provided to union employees, beginning on January 1, 2016.

RECOMMENDATION: Approve an ordinance authorizing 2016 wage increases for non-union employees, comparable to union increases.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: See the attached worksheet entitled Exhibit "A", showing the new wages including the increase. These raises have been included in the 2016 preliminary budget

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Ordinance
2. Exhibit "A"

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. ____

AN ORDINANCE authorizing a 1.95% increase in the salaries and wages for the City Manager, Director of Public Works & Community Development, Deputy Director of Public Works and Community Development, Director of Finance & Administration and the Police Chief

WHEREAS, it is the desire of City Administration to provide the following non-union positions with a cost-of-living increase: City Manager, Director of Public Works & Community Development, Deputy Director of Public Works & Community Development, Director of Finance & Administration, and the Police Chief; and

WHEREAS, this is the same cost-of-living raise given to the union employees;

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

SECTION 1. Salary and Wage Increases. The salaries and wages for the City Manager, Director of Public Works and Community Development, Deputy Director of Public Works and Community Development, Director of Finance and Administration, and the Police Chief shall be adjusted to reflect a 1.95% cost of living increase. The new salaries are included on the worksheet attached hereto as Exhibit "A".

SECTION 2. Effective Date. This increase shall be effective January 1, 2016.

ORDAINED this 23rd day of November 2015.

Roger Wentz
Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton
City Clerk

Bronson Brown
City Attorney

Exhibit "A"

Position	Maximum Wage
City Manager *	\$99,274 *
Director of Public Works & Community Devel.	\$87,840
Deputy Director of Public Works & Community Devel.	\$82,824
Director of Finance & Administration	\$83,459
Police Chief	\$92,775

* The increase will be effective only upon the City Manager's anniversary date (April 8) if approved by the Council following the annual performance appraisal.



City Council Communication

Meeting Date: November 23, 2015
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – 2015 Budget Amendment - Creating 405 Fund – Sewer Improvement Reserve Fund

SYNOPSIS: The Washington State Auditor's office has changed their reporting requirements so that water and sewer related revenues and expenditures are presented individually. In order to comply with the Auditor's requirement, and to make the accounting for water and sewer improvement clearer, it is necessary to divide the 404 Fund – Water/Sewer Improvement Reserve Fund, creating a new fund – 405 entitled Sewer Improvement Reserve Fund. The 404 fund will be changed to the Water Improvement Reserve Fund. It is also necessary to transfer all sewer-related revenues and expenditures to the newly created 405 fund.

RECOMMENDATION: Create fund 405 – Sewer Improvement Reserve Fund, and change the 404 fund to the Water Improvement Reserve Fund, transferring all sewer-related revenues and expenditures to the 405 fund.

LEGAL REVIEW: The City Attorney has reviewed the resolution and Exhibit "A".

FINANCIAL REVIEW: The Director of Finance and Administration analyzed the 404 – Water/Sewer Improvement Reserve Fund and calculated which sewer-related revenues and expenditures needed to be transferred to the 405 fund, which is detailed in Exhibit "A" of the ordinance.

BACKGROUND INFORMATION: This was discussed at the November 16, 2015 Finance & Administration Committee meeting.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Ordinance
2. Exhibit "A"

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the 2015 budget creating fund number 405 – Sewer Improvement Reserve Fund, and changing fund 404, which was formerly known as the Water/Sewer Improvement Reserve Fund, to the Water Improvement Reserve Fund.

WHEREAS, the Washington State Auditor’s office has changed their reporting requirements so that water and sewer related revenues and expenditures are presented individually;

WHEREAS, the 404 fund originally combined water and sewer improvement activity into one reserve fund, but in order to comply with the Auditor’s requirements, and to provide a clearer accounting of the activity of the individual utilities it is necessary to create fund 405 which will be called the Sewer Improvement Reserve Fund;

WHEREAS, it is necessary to transfer all sewer related revenues and expenditures out of the 404 fund and into the newly created 405 fund;

WHEREAS, it is necessary to amend the 2015 Budget to authorize the transfer of these funds;

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

Section 1. The 2015 budget is hereby amended to create fund 405 – Sewer Improvement Reserve Fund.

Section 2. The 2015 budget is hereby amended to change the 404 fund title to the Water Improvement Reserve Fund.

Section 3. The 2015 budget is hereby amended to transfer sewer related revenues and expenditures from fund 404 to fund 405, using the information on the worksheet attached hereto as Exhibit “A”.

ORDAINED this 23rd day of November 2015.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

Exhibit "A"

404 - Water Improvement Reserve Fund					Budget Amount	Year-to-date
Fund Account	Title					
404 308 80 4 4	Beginning Balance - 1/1/2015				636,301.05	617,180.36
Beginning Balance					636,301.05	617,180.36
404 334 4 21 4	DWSRF-MAIN ST WA IMPR-DM13-952-138				-	720,377.31
404 337 7 85 1	SIED LOAN-BORTON ANNEX				-	435,000.00
404 343 50 4 4	UTILITY SERVICE FEES				579.00	-
404 361 11 4 4	INTEREST & OTHER EARNINGS				625.82	1,369.46
404 379 0 34 4	INFRASTRUCTURE FEE - WATER				33,563.00	51,902.80
404 379 0 35 4	DO NOT USE				-	-
404 397 0 4 4	TRANS-IN FROM C.E. - MAIN ST REVIT.				5,000.00	-
404 397 1 4 4	TRANS FROM 401 WATER-MSING ST IMPR				250,000.00	187,500.00
Total Revenues					289,767.82	1,396,149.57
404 534 50 53 4	EXTERNAL TAXES				-	879.75
404 586 0 34 0	WA INFRASTRUCTURE REFUND				-	6,971.30
404 594 35 64 4	MACHINERY & EQUIPMENT - FLOW METERS				67,000.00	-
404 595 10 41 21	BROADWAY CDBG WATER - ENG/PROF. SVCS				-	1,171.63
404 595 34 63 0	MAIN ST 16 INCH WA MAIN EXT FRANKLIN - S. RUDKIN				-	980,592.64
404 595 34 63 27	MAIN ST 16 INCH WA MAIN-PHASE 2				839,068.87	-
404 595 34 65 24	CONSTRUCTION-MAIN ST REVITALIZATION				20,000.00	-
Total Expenditures					926,068.87	989,615.32
Total Current Balance					0.00	1,023,714.61

405 - Sewer Improvement Reserve Fund					Budget Amount	Year-to-date
Fund Account	Title					
405 308 80 4 5	Beginning Balance - 1/1/2015				1,253,063.15	1,253,063.15
Beginning Balance					1,253,063.15	1,253,063.15
405 337 7 85 5	SIED YC-BF-15-BORTON FRUIT EXTENSION PROJ. PHASE 1				-	315,000.00
405 361 11 4 5	INVESTMENT INTEREST				453.18	1,275.26
405 379 0 35 5	INFRASTRUCTURE FEE - SEWER				31,636.00	36,841.56
405 397 0 4 5	TRANS IN FROM C.E.-MAIN ST REVITALIZATION				5,000.00	5,000.00
405 397 3 4 5	TRANS IN FROM SEWER				-	50,000.00
Total Revenues					37,089.18	408,116.82
405 535 50 41 5	PROF SERVICES-3 PARTY AGREEMENT				20,000.00	823.50
405 535 50 49 5	MISCELLANEOUS				100,000.00	-
405 535 50 53 5	EXTERNAL TAXES				-	665.87
405 586 0 35 5	SE INFRASTRUCTURE REFUND				-	8,153.46
405 594 35 63 4	SEWER SYSTEM IMPROVEMENTS				170,000.00	-
405 594 35 63 5	CONSTRUCTION - MAIN ST REVITALIZATION				20,000.00	-
405 508 0 4 5	ENDING FUND BALANCE				736,498.00	-
Total Expenditures					1,046,498.00	9,642.83
Current Fund Balance					243,654.33	1,651,537.14

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
November 9, 2015 Regular Meeting
MINUTES

Call to Order Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.

Council Members Present Council Members Lenz, Carney, Olson, Butler, Matson and Murr were present.

Staff Present City Attorney Brown, City Manager Otterness, Finance and Administration Director Clifton, Payroll/Accounts Payable Clerk Bisconer, Public Works/Community Development Director Henne, Deputy Public Works/Community Development Director Spurlock, Police Chief Cobb and Fire Chief Stewart were present.

Audience Present See list.

Pledge of Allegiance Mayor Wentz led the Pledge of Allegiance.

Consent Agenda Motion by Council Member Butler, second by Council Member Murr to approve the consent agenda as follows:

Approve Regular Council Meeting Minutes dated October 26, 2015 as attached to the agenda and maintained in electronic format.

Approve EFT's and Payroll Voucher Nos. 41466 through 41479 and 91210 through 91221 in the amount of \$347,928.71 dated October 31, 2015.

Approve EFT's, and Claim Voucher Nos. 91222 through 91292 in the amount of \$398,767.39 dated November 9, 2015.

Motion carried unanimously.

Items from the Audience None.

General Items

Public Hearing – 2016 Preliminary Budget Mayor Wentz opened a Public Hearing at 6:01 to discuss the 2016 Preliminary Budget. Finance and Administration Director Clifton gave an overview of 2016 Preliminary Budget. No verbal or written comments were received. Mayor Wentz closed the Public hearing.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – November 9, 2015

Public Works/Community
Development

Ordinance No. 2882 –
UGMC Chapter 5.40 –
Garbage Rates and Fees

Motion by Council Member Butler, second by Council Member Lenz to adopt Ordinance No. 2882 amending Union Gap Municipal Code Chapter 5.40 “Garbage and Rubbish” by amending section 5.04.110, Classification – Collection – Fees” and section 12.04.112, “Annual Rate Increase” Motion carried unanimously.

Ordinance No. 2883 –
Amending UGMC 10.16
Fee and Charge Schedule
for Ahtanum Youth
Activities Park

Motion by Council Member Butler, second by Council Member Murr to adopt Ordinance No. 2883 amending Union Gap Municipal Code Chapter 10.16, Fee and Charge Schedule for Ahtanum Youth Activities Park. Motion carried unanimously.

City Manager

Resolution No. 15-64 –
Yakima County Interlocal
Agreement for Municipal
Court Services

Motion by Council Member Carney, second by Council Member Murr to approve Resolution No. 15-64 authorizing the City Manager to sign a 2016 interlocal agreement with Yakima County for municipal court services. Motion carried unanimously.

Items from the Audience

None.

City Manager Report

City Manager Otterness presented a letter of interest submitted by Lorena Fernandez to serve as a member of the Park Board. Motion by Council Member Olson, second by Council Member Carney to appoint Lorena Fernandez to the Park Board. Motion carried unanimously.

Communications/Questions
/Comments

Council Member Carney requested an update from City Attorney Brown on Municipal Code updates. Brown reported that his efforts have been productive and information will be presented to the council within the next two regular scheduled Council meetings.

Development of next
agenda

None.

Any Other Business

None.

Recess to Executive
Session

At 6:28 p.m. the council recessed for 20 minutes to an executive session for Labor Negotiations pursuant to RCW 42.30.140(4)(a). Mayor Wentz, Council Members, City Manager Otterness, Finance and Administration Director Clifton, Public Works/Community Development Director Henne, Police Chief Cobb and City Attorney Brown attended.

At 6:48 Mayor Wentz reconvened the public meeting.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – November 9, 2015

Resolution No. 15-65 –
Public Works Employees
Collective Bargaining
Agreement

Motion by Council Member Carney, second by Council Member Lenz to approve Resolution No. 15-65 authorizing the City Manager to sign the Public Works Employees 2016 – 2018 Collective Bargaining Agreement. Motion carried unanimously.

Adjournment of Meeting

At 6:49 Mayor Wentz adjourned the November 9, 2015 Regular Council Meeting.

Rodney Otterness, City Manager

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: November 23, 2015
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers - November 23, 2015

SYNOPSIS: Claim Vouchers Dated November 23, 2015.

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 10301 and 91293 through 91373 in the amount of \$297,053.93.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Claim Voucher Roster
2. Distribution Report

WARRANT/CHECK REGISTER

CITY OF UNION GAP
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6372	10/25/2015	Claims	2	EFT	WA STATE DEPT OF REVENUE	8,782.21	EXCISE TAX - 09/2015
6432	11/17/2015	Claims	2	EFT	WA STATE DEPT OF REVENUE	2,078.40	EXCISE TAX CORRECTION - 09/2015
6487	11/23/2015	Claims	2	EFT	INTEGRA TELECOM	620.40	PD PHONES 11/3/15-12/2/15
6488	11/23/2015	Claims	2	EFT	US BANK CARDMEMBER SVC	1,073.76	AWC REGIONAL MTG - WENTZ & CARNEY; UNIFORM ALLOWANCE-PANTS GUTIERREZ; HOMICIDE INVESTIGATION TRAINING-JAMES; SCHOOL ADVISORY GROUP MEETING-COBB; ICP TRAINING - COBB; ELECTED OFFICIALS ESSENTIALS-SCHIL
6447	10/28/2015	Claims	2	10301	LORNA GIFFORD	300.00	VENUE MANAGEMENT WEBSITE SET-UP
6353	11/10/2015	Claims	2	91293	MEDSTAR CABULANCE,	41,366.41	DIAL A RIDE/BUS ROUTE - 10/2015
6486	11/18/2015	Claims	2	91294	UNITED STATES POST OFFICE	549.35	POSTAGE FOR NON-ACCUTE WATER NOTIFICATION
6489	11/23/2015	Claims	2	91295	AIR COLD SUPPLY	124.55	OVERPAYMENT REFUND
6490	11/23/2015	Claims	2	91296	ALTEP CALIFORNIA, LLC	640.49	PUBLIC RECORDS REQUEST - LENK
6491	11/23/2015	Claims	2	91297	AMERICAN EXPRESS CREDIT CARD	283.26	VACCUUM; COUNCIL RECORDER CORD; AWC CONFERENCE - BISCONER
6492	11/23/2015	Claims	2	91298	AUTO ART COLLISION REPAIR LLC	1,411.99	VEHICLE SERVICE-NEW PAINT, RIVERA
6493	11/23/2015	Claims	2	91299	BAUMGARDNER IMAGING	239.46	OVERPAYMENT REFUND
6494	11/23/2015	Claims	2	91300	CANON SOLUTIONS AMERICA	196.24	PD COPIER MAINTENANCE 10/06/15-11/05/15
6495	11/23/2015	Claims	2	91301	CASCADE ANALYTICAL INC	230.70	WASTEWATER SAMPLING
6496	11/23/2015	Claims	2	91302	CASCADE NATURAL GAS CORP	260.39	CH - 10/2015; 4401 MAIN ST #2 - 10/2015; 4401 1/2 MAIN ST - 10/2015; 3007 S 2ND ST - 10/2015
6497	11/23/2015	Claims	2	91303	CASCADE VALLEY LUBE	31.81	OIL CHANGE
6498	11/23/2015	Claims	2	91304	CASH & CARRY	84.24	SR CTR BAZAR SNACKS
6499	11/23/2015	Claims	2	91305	CENTRAL WA AG MUSEUM	1,412.50	AG MUSEUM COORDINATORS - 10/2015
6500	11/23/2015	Claims	2	91306	CENTURY LINK - LD	13.02	CH LONG DISTANCE - 10/2015
6501	11/23/2015	Claims	2	91307	CENTURY LINK	106.99	CH FAX/FD - 10/2015
6502	11/23/2015	Claims	2	91308	CI SHRED	35.70	PD SHREDDING OCT 2015
6503	11/23/2015	Claims	2	91309	CINTAS CORP #605	330.26	SR CTR MOP & MAT SVC; SR CTR - MOP & MAT SVC; CH - MOP & MAT SVC
6504	11/23/2015	Claims	2	91310	CLASSIC PRINTING	165.55	UB STATEMENTS - 10/2015
6505	11/23/2015	Claims	2	91311	COLUMBIA ELECTRIC SUPPLY	267.23	SUPPLIES
6506	11/23/2015	Claims	2	91312	CONTAINER SYSTEMS STORAGE INC	162.15	PD CONEX BOX RENTAL OCT 2015
6507	11/23/2015	Claims	2	91313	CULLIGAN WATER CONDITIONING	29.03	PW/CED WA SVC - 10/2015
6508	11/23/2015	Claims	2	91314	DEX WEST	280.38	PARKS - 11/2015

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6509	11/23/2015	Claims	2	91315	DISCOUNT WASTE	299.99	OVERPAYMENT REFUND
6510	11/23/2015	Claims	2	91316	DONALD DURKEE	10.85	WATER CLASS
6511	11/23/2015	Claims	2	91317	ELIZABETH FERNANDEZ	47.55	OVERPAYMENT REFUND
6512	11/23/2015	Claims	2	91318	FIRESTONE TIRE & SERVICE CTRS	26.27	VEHICLE SERVICE #10-FLAT TIRE REPAIR
6513	11/23/2015	Claims	2	91319	FUTURE LINK COMMUNICATIONS	529.69	VOICEMAIL RESETS
6514	11/23/2015	Claims	2	91320	GAP AUTO PARTS	27.59	BATTERY CABLE; BATT FILLER
6515	11/23/2015	Claims	2	91321	MARGARITA GONZALEZ	150.00	ACTIVITIES BUILDING REFUND DEPOSIT
6516	11/23/2015	Claims	2	91322	GRANT J HUNT CO	3,764.36	DESIGN & MARKETING/FLYERS, ADS - 10/2015
6517	11/23/2015	Claims	2	91323	ERIK GRAY	54.28	OVERPAYMENT REFUND
6518	11/23/2015	Claims	2	91324	GROCERY OUTLET	24.33	SR CTR BAZAR SNACKS
6519	11/23/2015	Claims	2	91325	GUNARAMA WHOLESALE INC	176.25	PD PATROL SUPPLIES
6520	11/23/2015	Claims	2	91326	HUIBREGTSE, LOUMAN ASSOC INC	59,239.00	PROFESSIONAL ENGINEERING SERVICES-10/15
6521	11/23/2015	Claims	2	91327	INTERSTATE BATTERIES	173.74	31P-MHD, UB1280
6522	11/23/2015	Claims	2	91328	SHAWN R JAMES	10.09	HOMICIDE INVESTIGATION TRAINING
6523	11/23/2015	Claims	2	91329	KELLER SUPPLY CO	16.27	HDL REPAIR KIT
6524	11/23/2015	Claims	2	91330	SUSAN KRAMER	36.38	OVERPAYMENT REFUND
6525	11/23/2015	Claims	2	91331	LAW OFFICES OF MARGITA DORNAY	7,083.33	PROSECUTING ATTORNEY - 11/2015
6526	11/23/2015	Claims	2	91332	LOWES COMPANY INC	514.93	CLEANING SUPPLIES; SUPPLIES; SUPPLIES
6527	11/23/2015	Claims	2	91333	LOWES COMPANY INC	40.75	PD SUPPLIES
6528	11/23/2015	Claims	2	91334	JUAN MARTINEZ	33.11	BUILDING PERMIT REFUND
6529	11/23/2015	Claims	2	91335	MCCOYS DISTRIBUTING INC	328.73	BINGO CARDS & DOBBERS
6530	11/23/2015	Claims	2	91336	MEDINA'S FLOOR COVERING INC	91.97	CARPET REPAIR
6531	11/23/2015	Claims	2	91337	EARL & DONNA MENARD	150.49	OVERPAYMENT REFUND; OVERPAYMENT REFUND
6532	11/23/2015	Claims	2	91338	MENKE JACKSON BEYER LLP	7,909.87	LENK PUBLIC RECORDS REQUEST - 10/2015
6533	11/23/2015	Claims	2	91339	MORTON SUPPLY	95.75	PVC, BUSHINGS
6534	11/23/2015	Claims	2	91340	MARIA NAVA	22.24	DEPOSIT REFUND
6535	11/23/2015	Claims	2	91341	NEOFUNDS BY NEOPOST	500.00	POSTAGE - 11/2015
6536	11/23/2015	Claims	2	91342	OFFICE DEPOT	148.21	INK CTG'S, RUBBERBANDS, BINDER CLIPS ETC
6537	11/23/2015	Claims	2	91343	OFFICE SOLUTIONS NORTHWEST	296.11	HIGHLIGHTERS; PAPER, PENCILS, INK CTGS ETC
6538	11/23/2015	Claims	2	91344	OXARC INC	490.77	CYCHLORINE
6539	11/23/2015	Claims	2	91345	PACIFIC POWER	2,596.70	PD POWER 09/29/15-10/29/15; 107 W AHTANUM RD - 10/2015; WELLS-10/15
6540	11/23/2015	Claims	2	91346	PETTY CASH	15.53	MISC RECEIPTS - 11/2015
6541	11/23/2015	Claims	2	91347	PROTECTION ONE	62.72	ALARM MONITORING - 09/15 & 11/15
6542	11/23/2015	Claims	2	91348	REPUBLIC PUBLISHING CO	2,110.66	REQUEST FOR STATEMENT OF QUALIFICATIONS; PATROL/RESERVE OFFICER JOB AD'S10/21 - 10/25/15; NTC OF BUDGET HEARING; SUMMARY OF ORD #2882 - #2883

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6543	11/23/2015	Claims	2	91349	NORA ROSALES	150.00	BARN DEPOSIT REFUND
6544	11/23/2015	Claims	2	91350	WILLIAM SCHULER III	890.00	CONFLICT ATTORNEY - 10/2015
6545	11/23/2015	Claims	2	91351	SHERWIN-WILLIAMS COMPANY	1,028.20	SUPPLIES; A100 LTX SA EXTRA
6546	11/23/2015	Claims	2	91352	SHRED-IT US JV LLC	23.38	SHRED SVC - 10/2015
6547	11/23/2015	Claims	2	91353	SHUELS WHOLESALE LUMBER	32.21	CLEAR CEDAR
6548	11/23/2015	Claims	2	91354	SPLASH EXPRESS AUTO SERVICES LLC	6.53	1 CAR WASH
6549	11/23/2015	Claims	2	91355	SYSTEMS WEST, LLC	146.68	Refund Utility Deposit
6550	11/23/2015	Claims	2	91356	TOPPENISH CITY	700.00	JAIL BILLING OCT 2015
6551	11/23/2015	Claims	2	91357	TRUE LAW GROUP, PS	1,780.00	CONFLICT ATTORNEY
6552	11/23/2015	Claims	2	91358	UNION GAP RETAIL, LLC	138.18	OVERPAYMENT REFUND
6553	11/23/2015	Claims	2	91359	UNION GAP WATER FUND & SEWER	23.74	LOUDON PARK FINAL BILL - 10/2015
6554	11/23/2015	Claims	2	91360	UNITED STATES POSTMASTER	800.70	UB STATEMENTS - 11/2015
6555	11/23/2015	Claims	2	91361	US LINEN & UNIFORM	375.16	PW UNIFORMS-10/15
6556	11/23/2015	Claims	2	91362	VERIZON WIRELESS	875.12	PD PHONE & MDTS SEPT 14-OCT 13, 2015; CITY MANAGER CELL PHONE - 10/2015
6557	11/23/2015	Claims	2	91363	WA STATE CRIMINAL JUSTICE	100.00	HOMICIDE INVESTIGATION TRAINING-JAMES
6558	11/23/2015	Claims	2	91364	WA STATE PATROL	29.50	BACKGROUND CHECKS - 10/2015
6559	11/23/2015	Claims	2	91365	WAPATO POLICE DEPT	25,415.79	PRESCRIPTION & MEDICAL-AUG/SEPT 2015, DAYS SERVED OCTOBER 2015, TRANSPORT CONTRACT
6560	11/23/2015	Claims	2	91366	YAKIMA CITY TREASURER	65,241.48	WASTEWATER/DEBT SVC/REPAIR-REPLACE-10/2015
6561	11/23/2015	Claims	2	91367	YAKIMA CO DISTRICT COURT	24,932.33	MUNICIPAL COURT OPERATION - 11/2015
6562	11/23/2015	Claims	2	91368	YAKIMA CO FINANCIAL SERVICES	409.41	3RD QTR LIQUOR BORAD PROFITS
6563	11/23/2015	Claims	2	91369	YAKIMA CO PRINTING DEPT	122.70	PD RECEIPTS AND BUSINESS CARDS-TURLEY,
6564	11/23/2015	Claims	2	91370	YAKIMA CO PUBLIC SERVICES	14,056.12	PERMITS-PLAN REVIEW FEES 08/2015
6565	11/23/2015	Claims	2	91371	YAKIMA CO PUBLIC SERVICES	10,970.85	COUG STRIPING
6566	11/23/2015	Claims	2	91372	YAKIMA COOPERATIVE ASSN	500.87	PARKS FUEL - 10/2015; CH FUEL - 10/2015; CH CORRECTION - 05-06/2015
6567	11/23/2015	Claims	2	91373	ALMA HUERTA	150.00	ACTIVITIES BUILDING REFUND DEPOSIT
001 Current Expense Fund						99,426.41	
101 Street Fund						11,526.40	
107 Convention Center Reserve Fund						4,912.50	
108 Tourism Promotion Area Fund						264.36	
114 Seniors Activity Fund						108.57	
121 Street Development Reserve Fund						5,670.01	
123 Criminal Justice Fund						176.25	

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Trans Date	Type	Acct #	War #	Claimant	Amount	Memo
				124 Infrastructure Reserve Fund	1,816.82	
				128 Transit System Fund	41,366.41	
				401 Water Fund	13,614.43	
				402 Garbage Fund	5,636.85	
				403 Sewer Fund	76,378.29	
				404 Water Improvement Reserve	35,987.71	
				414 Water Deposits	168.92	

Claims: 297,053.93
3.93

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.

Certified By: _____ Date: _____

WARRANT/CHECK REGISTER

CITY OF UNION GAP

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6372	10/25/2015	Claims	2	EFT	WA STATE DEPT OF REVENUE	8,782.21	EXCISE TAX - 09/2015
					001 - 511 60 53 00 - EXTERNAL TAXES	0.13	
					001 - 521 10 21 00 - UNIFORMS & EQUIPMENT	13.93	
					001 - 521 21 31 00 - SUPPLIES	1.46	
					001 - 521 22 31 00 - SUPPLIES	3.44	
					001 - 524 20 53 00 - EXTERNAL TAXES	20.64	
					401 - 534 50 53 00 - EXTERNAL TAXES	4,477.68	
					401 - 534 50 53 00 - EXTERNAL TAXES	4.70	
					403 - 535 50 53 00 - EXTERNAL TAXES	-909.68	
					402 - 537 50 53 00 - EXTERNAL TAXES	4,802.46	
					001 - 576 80 53 00 - EXTERNAL TAXES	367.45	
6432	11/17/2015	Claims	2	EFT	WA STATE DEPT OF REVENUE	2,078.40	EXCISE TAX CORRECTION - 09/2015
					403 - 535 50 53 00 - EXTERNAL TAXES	2,078.40	
6487	11/23/2015	Claims	2	EFT	INTEGRA TELECOM	620.40	PD PHONES 11/3/15-12/2/15
					001 - 528 80 42 00 - COMMUNICATION	620.40	
6488	11/23/2015	Claims	2	EFT	US BANK CARDMEMBER SVC	1,073.76	AWC REGIONAL MTG - WENTZ & CARNEY; UNIFORM ALLOWANCE-PANTS GUTIERREZ; HOMICIDE INVESTIGATION TRAINING-JAMES; SCHOOL ADVISORY GROUP MEETING-COBB; ICP TRAINING - COBB; ELECTED OFFICIALS ESSENTIALS-SCHIL
					001 - 511 60 49 00 - MISCELLANEOUS	90.00	
					001 - 511 60 49 00 - MISCELLANEOUS	45.00	
					001 - 517 91 31 00 - SUPPLIES	25.93	
					001 - 521 10 21 00 - UNIFORMS & EQUIPMENT	53.92	
					001 - 521 10 43 00 - TRAVEL	15.42	
					001 - 521 22 32 00 - FUEL	66.07	
					001 - 521 40 43 00 - TRAVEL	763.59	
					001 - 521 40 43 00 - TRAVEL	13.83	
6447	10/28/2015	Claims	2	10301	LORNA GIFFORD	300.00	VENUE MANAGEMENT WEBSITE SET-UP
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	300.00	
6353	11/10/2015	Claims	2	91293	MEDSTAR CABULANCE, INC.	41,366.41	DIAL A RIDE/BUS ROUTE - 10/2015
					128 - 547 60 49 00 - TRANSIT SERVICE PAYME	41,366.41	
6486	11/18/2015	Claims	2	91294	UNITED STATES POST OFFICE	549.35	POSTAGE FOR NON-ACCUTE WATER NOTIFICATION
					401 - 534 50 42 00 - COMMUNICATION	549.35	
6489	11/23/2015	Claims	2	91295	AIR COLD SUPPLY	124.55	OVERPAYMENT REFUND
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	124.55	
6490	11/23/2015	Claims	2	91296	ALTEP CALIFORNIA, LLC	640.49	PUBLIC RECORDS REQUEST - LENK
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	640.49	
6491	11/23/2015	Claims	2	91297	AMERICAN EXPRESS CREDIT CARD	283.26	VACCUUM; COUNCIL RECORDER CORD; AWC CONFERENCE - BISCONER
					001 - 511 60 31 01 - SUPPLIES	6.99	
					001 - 514 23 31 00 - SUPPLIES	22.02	
					001 - 514 23 43 00 - TRAVEL	100.08	

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			001 - 514 30 31 00 -		SUPPLIES	22.02	
			001 - 518 31 31 00 -		SUPPLIES	22.02	
			401 - 534 50 31 00 -		SUPPLIES	22.02	
			403 - 535 50 31 00 -		SUPPLIES	22.02	
			402 - 537 50 31 00 -		SUPPLIES	22.02	
			101 - 542 30 31 00 -		SUPPLIES	22.05	
			001 - 576 80 31 00 -		SUPPLIES	22.02	
6492	11/23/2015	Claims	2	91298	AUTO ART COLLISION REPAIR LLC	1,411.99	VEHICLE SERVICE-NEW PAINT, RIVERA
			001 - 521 22 48 00 -		REPAIRS & MAINTENANCE	1,411.99	
6493	11/23/2015	Claims	2	91299	BAUMGARDNER IMAGING	239.46	OVERPAYMENT REFUND
			401 - 586 01 04 01 -		210-10) WATER REFUNDS	239.46	
6494	11/23/2015	Claims	2	91300	CANON SOLUTIONS AMERICA	196.24	PD COPIER MAINTENANCE 10/06/15-11/05/15
			001 - 528 80 48 00 -		REPAIRS & MAINTENANCE	196.24	
6495	11/23/2015	Claims	2	91301	CASCADE ANALYTICAL INC	230.70	WASTEWATER SAMPLING
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	230.70	
6496	11/23/2015	Claims	2	91302	CASCADE NATURAL GAS CORP	260.39	CH - 10/2015; 4401 MAIN ST #2 - 10/2015; 4401 1/2 MAIN ST - 10/2015; 3007 S 2ND ST - 10/2015
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	8.68	
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	60.95	
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	22.70	
			001 - 522 20 47 00 -		PUBLIC UTILITY SERVICES	60.95	
			001 - 522 20 48 00 -		REPAIRS & MAINTENANCE	8.67	
			403 - 535 50 47 00 -		UTILITIES	27.47	
			402 - 537 50 47 00 -		UTILITIES	70.97	
6497	11/23/2015	Claims	2	91303	CASCADE VALLEY LUBE	31.81	OIL CHANGE
			001 - 518 31 48 00 -		REPAIRS & MAINTENANCE	31.81	
6498	11/23/2015	Claims	2	91304	CASH & CARRY	84.24	SR CTR BAZAR SNACKS
			114 - 571 21 31 14 -		SUPPLIES-SENIOR CENTER	84.24	
6499	11/23/2015	Claims	2	91305	CENTRAL WA AG MUSEUM	1,412.50	AG MUSEUM COORDINATORS - 10/2015
			107 - 571 10 41 00 -		PROF SVCS-AG MUSEUM	1,412.50	
6500	11/23/2015	Claims	2	91306	CENTURY LINK - LD	13.02	CH LONG DISTANCE - 10/2015
			001 - 511 60 42 01 -		COMMUNICATION	1.04	
			001 - 513 10 42 01 -		COMMUNICATION	3.00	
			001 - 514 23 42 00 -		COMMUNICATIONS	1.04	
			001 - 514 30 42 00 -		COMMUNICATIONS	1.04	
			001 - 524 20 42 00 -		COMMUNICATION	1.04	
			001 - 528 80 42 00 -		COMMUNICATION	1.04	
			401 - 534 50 42 00 -		COMMUNICATION	0.95	
			403 - 535 50 42 00 -		COMMUNICATION	0.93	
			402 - 537 50 42 00 -		COMMUNICATION	1.04	
			101 - 543 30 42 00 -		COMMUNICATION	0.93	
			001 - 558 60 42 00 -		COMMUNICATION	0.97	
6501	11/23/2015	Claims	2	91307	CENTURY LINK	106.99	CH FAX/FD - 10/2015
			001 - 511 60 42 01 -		COMMUNICATION	2.90	
			001 - 513 10 42 01 -		COMMUNICATION	2.38	
			001 - 514 23 42 00 -		COMMUNICATIONS	3.54	
			001 - 514 30 42 00 -		COMMUNICATIONS	3.54	
			001 - 515 30 42 00 -		COMMUNICATION	5.80	
			001 - 518 20 42 00 -		COMMUNICATION	48.98	
			001 - 524 20 42 00 -		COMMUNICATION	7.31	

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			401 - 534 50 42 00 -		COMMUNICATION	5.80	
			403 - 535 50 42 00 -		COMMUNICATION	5.80	
			402 - 537 50 42 00 -		COMMUNICATION	7.31	
			101 - 543 30 42 00 -		COMMUNICATION	5.80	
			001 - 558 60 42 00 -		COMMUNICATION	7.83	
6502	11/23/2015	Claims	2	91308	CI SHRED	35.70	PD SHREDDING OCT 2015
			001 - 521 50 41 00 -		PROFESSIONAL SERVICES	35.70	
6503	11/23/2015	Claims	2	91309	CINTAS CORP #605	330.26	SR CTR MOP & MAT SVC; SR CTR - MOP & MAT SVC; CH - MOP & MAT SVC
			001 - 518 31 45 00 -		OPERATING RENTALS & LJ	113.16	
			001 - 571 21 45 00 -		OPERATING RENTALS & LJ	54.27	
			001 - 571 21 45 00 -		OPERATING RENTALS & LJ	108.55	
			001 - 576 80 45 00 -		OPERATING RENTALS & LJ	54.28	
6504	11/23/2015	Claims	2	91310	CLASSIC PRINTING	165.55	UB STATEMENTS - 10/2015
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	55.18	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	55.18	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	55.19	
6505	11/23/2015	Claims	2	91311	COLUMBIA ELECTRIC SUPPLY	267.23	SUPPLIES
			403 - 535 50 31 00 -		SUPPLIES	267.23	
6506	11/23/2015	Claims	2	91312	CONTAINER SYSTEMS STORAGE INC	162.15	PD CONEX BOX RENTAL OCT 2015
			001 - 521 50 45 00 -		OPERATING RENTALS & LJ	162.15	
6507	11/23/2015	Claims	2	91313	CULLIGAN WATER CONDITIONING	29.03	PW/CED WA SVC - 10/2015
			001 - 524 20 45 00 -		OPERATING RENTALS & LJ	7.26	
			401 - 534 50 45 00 -		OPERATING RENTALS & LJ	2.90	
			403 - 535 50 45 00 -		OPERATING RENTALS & LJ	2.90	
			402 - 537 50 45 00 -		OPERATING RENTALS & LJ	2.90	
			101 - 542 30 45 00 -		OPERATING RENTALS & LJ	2.90	
			001 - 558 60 45 00 -		OPERATING RENTALS & LJ	7.26	
			001 - 576 80 45 00 -		OPERATING RENTALS & LJ	2.91	
6508	11/23/2015	Claims	2	91314	DEX WEST	280.38	PARKS - 11/2015
			001 - 576 80 44 00 -		ADVERTISING	280.38	
6509	11/23/2015	Claims	2	91315	DISCOUNT WASTE	299.99	OVERPAYMENT REFUND
			402 - 586 01 04 02 -		210-10	299.99	
6510	11/23/2015	Claims	2	91316	DONALD DURKEE	10.85	WATER CLASS
			401 - 534 50 43 00 -		TRAVEL	10.85	
6511	11/23/2015	Claims	2	91317	ELIZABETH FERNANDEZ	47.55	OVERPAYMENT REFUND
			401 - 586 01 04 01 -		210-10) WATER REFUNDS	47.55	
6512	11/23/2015	Claims	2	91318	FIRESTONE TIRE & SERVICE CTRS	26.27	VEHICLE SERVICE #10-FLAT TIRE REPAIR
			001 - 521 22 48 00 -		REPAIRS & MAINTENANCE	26.27	
6513	11/23/2015	Claims	2	91319	FUTURE LINK COMMUNICATIONS	529.69	VOICEMAIL RESETS
			001 - 518 88 41 00 -		PROFESSIONAL SERVICES	529.69	
6514	11/23/2015	Claims	2	91320	GAP AUTO PARTS	27.59	BATTERY CABLE; BATT FILLER
			403 - 535 50 31 00 -		SUPPLIES	16.07	
			101 - 542 30 31 00 -		SUPPLIES	3.46	
			101 - 542 66 31 00 -		SUPPLIES	3.46	
			101 - 542 70 31 00 -		SUPPLIES	3.45	
			001 - 576 80 31 00 -		SUPPLIES	1.15	

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6515	11/23/2015	Claims	2	91321	MARGARITA GONZALEZ	150.00	ACTIVITIES BUILDING REFUND DEPOSIT
					001 - 589 00 00 00 - PARK DEPOSIT REFUND	150.00	
6516	11/23/2015	Claims	2	91322	GRANT J HUNT CO	3,764.36	DESIGN & MARKETING/FLYERS, ADS - 10/2015
					107 - 557 30 41 01 - GRANT J. HUNT COL	3,500.00	
					108 - 557 30 44 08 - ADVERTISING	264.36	
6517	11/23/2015	Claims	2	91323	ERIK GRAY	54.28	OVERPAYMENT REFUND
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	54.28	
6518	11/23/2015	Claims	2	91324	GROCERY OUTLET	24.33	SR CTR BAZAR SNACKS
					114 - 571 21 31 14 - SUPPLIES-SENIOR CENTER	24.33	
6519	11/23/2015	Claims	2	91325	GUNARAMA WHOLESALE INC	176.25	PD PATROL SUPPLIES
					123 - 521 22 21 23 - UNIFORMS & EQUIPMENT	176.25	
6520	11/23/2015	Claims	2	91326	HUIBREGTSE, LOUMAN ASSOC INC	59,239.00	PROFESSIONAL ENGINEERING SERVICES-10/15
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	2,084.63	USDA RD APPLICATION PREPERATION FOR CITY CENTER
					403 - 531 30 41 23 - STORMWATER - ENGINEEI	4,575.00	ECOLOGY WATER QUALITY APPLICATION FOR AHTANUM RD AND MAIN ST- PHASE 3 STORMWATER IMPROVEMENTS
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	4,000.00	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	432.50	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	525.00	WATER SYSTEM PLAN PRE-PLANNING- DOH MEETING
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	4,000.00	
					404 - 535 50 41 44 - DO NOT USE	823.50	YRWWTP 3-PARTY AGREEMENT
					101 - 543 30 41 00 - PROFESSIONAL SERVICES	150.00	MAIN ST PEDESTRIAN CROSSING AND LONGFIBRE RD/ COSTCO ACCESS
					121 - 595 10 41 08 - AHTANUM RD - GOODMAN	1,302.51	
					124 - 595 10 41 26 - BELTWAY CONNECTOR-PI	375.00	
					124 - 595 30 63 24 - CONSTRUCTION-MAIN ST	1,439.15	
					404 - 595 34 63 00 - MAIN ST 16 INCH WA MAI	13,608.00	
					404 - 595 34 63 00 - MAIN ST 16 INCH WA MAI	21,556.21	
					121 - 595 50 63 09 - LONGFIBRE RD - CONSTRU	4,367.50	
6521	11/23/2015	Claims	2	91327	INTERSTATE BATTERIES	173.74	31P-MHD, UB1280
					401 - 534 50 31 00 - SUPPLIES	18.61	
					403 - 535 50 31 00 - SUPPLIES	12.40	
					403 - 535 50 31 00 - SUPPLIES	49.71	
					101 - 542 30 31 00 - SUPPLIES	12.40	
					101 - 542 66 31 00 - SUPPLIES	74.42	
					101 - 542 70 31 00 - SUPPLIES	6.20	
6522	11/23/2015	Claims	2	91328	SHAWN R JAMES	10.09	HOMICIDE INVESTIGATION TRAINING
					001 - 521 40 43 00 - TRAVEL	10.09	
6523	11/23/2015	Claims	2	91329	KELLER SUPPLY CO	16.27	HDL REPAIR KIT
					001 - 576 80 31 00 - SUPPLIES	16.27	
6524	11/23/2015	Claims	2	91330	SUSAN KRAMER	36.38	OVERPAYMENT REFUND
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	36.38	
6525	11/23/2015	Claims	2	91331	LAW OFFICES OF MARGITA DORNAY	7,083.33	PROSECUTING ATTORNEY - 11/2015
					001 - 515 30 41 00 - PROFESSIONAL SERVICES	7,083.33	

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6526	11/23/2015	Claims	2	91332	LOWES COMPANY INC	514.93	CLEANING SUPPLIES; SUPPLIES; SUPPLIES
					001 - 517 91 31 00 - SUPPLIES	7.54	
					001 - 518 31 31 00 - SUPPLIES	19.29	
					401 - 534 50 31 00 - SUPPLIES	13.76	
					401 - 534 50 31 00 - SUPPLIES	8.22	
					401 - 534 50 31 00 - SUPPLIES	21.89	
					401 - 534 50 31 00 - SUPPLIES	17.54	
					403 - 535 50 31 00 - SUPPLIES	13.76	
					403 - 535 50 31 00 - SUPPLIES	146.46	
					403 - 535 50 31 00 - SUPPLIES	8.22	
					402 - 537 50 31 00 - SUPPLIES	13.76	
					402 - 537 50 31 00 - SUPPLIES	8.22	
					101 - 542 30 31 00 - SUPPLIES	13.75	
					101 - 542 30 31 00 - SUPPLIES	8.22	
					101 - 542 30 31 00 - SUPPLIES	50.67	
					101 - 542 90 31 00 - OFFICE & OPERATING SUP	13.94	
					001 - 576 80 31 00 - SUPPLIES	47.62	
					001 - 576 80 31 00 - SUPPLIES	13.75	
					001 - 576 80 31 00 - SUPPLIES	8.21	
					001 - 576 80 31 00 - SUPPLIES	80.11	
6527	11/23/2015	Claims	2	91333	LOWES COMPANY INC	40.75	PD SUPPLIES
					001 - 521 50 31 00 - SUPPLIES	40.75	
6528	11/23/2015	Claims	2	91334	JUAN MARTINEZ	33.11	BUILDING PERMIT REFUND
					001 - 322 10 00 00 - BUILDING, STRUCTURES &	-33.11	
6529	11/23/2015	Claims	2	91335	MCCOYS DISTRIBUTING INC	328.73	BINGO CARDS & DOBBERS
					001 - 571 21 31 00 - SUPPLIES	328.73	
6530	11/23/2015	Claims	2	91336	MEDINA'S FLOOR COVERING INC	91.97	CARPET REPAIR
					001 - 521 50 41 00 - PROFESSIONAL SERVICES	91.97	
6531	11/23/2015	Claims	2	91337	EARL & DONNA MENARD	150.49	OVERPAYMENT REFUND; OVERPAYMENT REFUND
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	63.74	
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	86.75	
6532	11/23/2015	Claims	2	91338	MENKE JACKSON BEYER LLP	7,909.87	LENK PUBLIC RECORDS REQUEST - 10/2015
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	7,909.87	
6533	11/23/2015	Claims	2	91339	MORTON SUPPLY	95.75	PVC, BUSHINGS
					001 - 576 80 31 00 - SUPPLIES	95.75	
6534	11/23/2015	Claims	2	91340	MARIA NAVA	22.24	DEPOSIT REFUND
					414 - 586 01 04 14 - 210-10 UTILITY DEP REFUN	22.24	
6535	11/23/2015	Claims	2	91341	NEOFUNDS BY NEOPOST	500.00	POSTAGE - 11/2015
					001 - 513 10 42 01 - COMMUNICATION	1.71	
					001 - 514 23 42 00 - COMMUNICATIONS	84.16	
					001 - 514 30 42 00 - COMMUNICATIONS	96.58	
					001 - 521 10 42 00 - COMMUNICATION	27.07	
					001 - 524 20 42 00 - COMMUNICATION	44.90	
					401 - 534 50 42 00 - COMMUNICATION	60.89	
					403 - 535 50 42 00 - COMMUNICATION	60.89	
					402 - 537 50 42 00 - COMMUNICATION	60.89	
					101 - 543 30 42 00 - COMMUNICATION	60.89	
					001 - 571 21 42 00 - COMMUNICATION	2.02	
6536	11/23/2015	Claims	2	91342	OFFICE DEPOT	148.21	INK CTG'S, RUBBERBANDS, BINDER CLIPS ETC
					001 - 511 60 31 01 - SUPPLIES	37.82	

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			001 - 514 23 31 00 -		SUPPLIES	55.20	
			001 - 514 30 31 00 -		SUPPLIES	55.19	
6537	11/23/2015	Claims	2	91343	OFFICE SOLUTIONS NORTHWEST	296.11	HIGHLIGHTERS; PAPER, PENCILS, INK CTGS ETC
			001 - 511 60 31 01 -		SUPPLIES	2.46	
			001 - 513 10 31 00 -		SUPPLIES	9.42	
			001 - 514 23 31 00 -		SUPPLIES	24.77	
			001 - 514 30 31 00 -		SUPPLIES	16.23	
			001 - 514 30 31 00 -		SUPPLIES	158.73	
			001 - 521 10 31 00 -		SUPPLIES	2.36	
			001 - 524 20 31 00 -		SUPPLIES	5.82	
			401 - 534 50 31 00 -		SUPPLIES	5.80	
			401 - 534 50 31 00 -		SUPPLIES	14.20	
			403 - 535 50 31 00 -		SUPPLIES	5.80	
			403 - 535 50 31 00 -		SUPPLIES	14.20	
			402 - 537 50 31 00 -		SUPPLIES	5.81	
			402 - 537 50 31 00 -		SUPPLIES	14.20	
			101 - 543 30 31 00 -		SUPPLIES	14.20	
			001 - 558 60 31 00 -		SUPPLIES	1.49	
			001 - 576 80 31 00 -		SUPPLIES	0.62	
6538	11/23/2015	Claims	2	91344	OXARC INC	490.77	CYCHLORINE
			401 - 534 50 31 00 -		SUPPLIES	490.77	
6539	11/23/2015	Claims	2	91345	PACIFIC POWER	2,596.70	PD POWER 09/29/15-10/29/15; 107 W AHTANUM RD - 10/2015; WELLS-10/15
			001 - 518 20 47 00 -		UTILITIES/CITY HALL	282.24	
			001 - 521 50 47 00 -		UTILITIES	367.48	
			001 - 522 20 47 00 -		PUBLIC UTILITY SERVICES	282.23	
			401 - 534 50 47 00 -		UTILITIES	1,664.75	
6540	11/23/2015	Claims	2	91346	PETTY CASH	15.53	MISC RECEIPTS - 11/2015
			001 - 514 23 31 00 -		SUPPLIES	4.62	
			403 - 535 50 31 00 -		SUPPLIES	8.24	
			124 - 595 30 42 27 -		MAIN ST IMPR PHASE II-CO	2.67	
6541	11/23/2015	Claims	2	91347	PROTECTION ONE	62.72	ALARM MONITORING - 09/15 & 11/15
			001 - 518 31 41 00 -		PROFESSIONAL SERVICES	32.67	
			001 - 524 20 41 00 -		PROFESSIONAL SERVICES	4.27	
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	4.27	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	4.27	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	4.41	
			101 - 542 30 41 00 -		PROFESSIONAL SERVICES	4.27	
			001 - 558 60 41 00 -		PROFESSIONAL SERVICES	4.27	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES	4.29	
6542	11/23/2015	Claims	2	91348	REPUBLIC PUBLISHING CO	2,110.66	REQUEST FOR STATEMENT OF QUALIFICATIONS; PATROL/RESERVE OFFICER JOB AD'S10/21 - 10/25/15; NTC OF BUDGET HEARING; SUMMARY OF ORD #2882 - #2883
			001 - 511 60 44 01 -		ADVERTISING	960.05	
			001 - 511 60 44 01 -		ADVERTISING	52.75	
			001 - 514 23 44 00 -		ADVERTISING	161.42	
			001 - 521 10 44 00 -		ADVERTISING	936.44	
6543	11/23/2015	Claims	2	91349	NORA ROSALES	150.00	BARN DEPOSIT REFUND
			001 - 589 00 00 00 -		PARK DEPOSIT REFUND	150.00	
6544	11/23/2015	Claims	2	91350	WILLIAM SCHULER III	890.00	CONFLICT ATTORNEY - 10/2015
			001 - 515 20 41 03 -		PROF SERVICES-CONFLICT	890.00	

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6545	11/23/2015	Claims	2	91351	SHERWIN-WILLIAMS COMPANY	1,028.20	SUPPLIES; A100 LTX SA EXTRA
					001 - 517 91 31 00 - SUPPLIES	784.17	
					001 - 517 91 31 00 - SUPPLIES	174.63	
					403 - 535 50 31 00 - SUPPLIES	69.40	
6546	11/23/2015	Claims	2	91352	SHRED-IT US JV LLC	23.38	SHRED SVC - 10/2015
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	3.90	
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	3.90	
					001 - 514 23 41 00 - PROFESSIONAL SERVICES	3.90	
					001 - 514 30 41 00 - PROFESSIONAL SERVICES	3.90	
					001 - 524 20 41 00 - PROFESSIONAL SERVICES	1.95	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	0.78	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	0.78	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	0.78	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	0.78	
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	1.95	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES	0.76	
6547	11/23/2015	Claims	2	91353	SHUELS WHOLESALE LUMBER	32.21	CLEAR CEDAR
					001 - 576 80 31 00 - SUPPLIES	32.21	
6548	11/23/2015	Claims	2	91354	SPLASH EXPRESS AUTO SERVICES LLC	6.53	1 CAR WASH
					001 - 514 23 48 00 - REPAIRS & MAINTENANCE	3.27	
					001 - 514 30 48 00 - REPAIRS & MAINTENANCE	3.26	
6549	11/23/2015	Claims	2	91355	SYSTEMS WEST, LLC	146.68	Refund Utility Deposit
					414 - 586 00 04 14 - DEPOSIT REFUND	146.68	Refund Utility Deposit
6550	11/23/2015	Claims	2	91356	TOPPENISH CITY	700.00	JAIL BILLING OCT 2015
					001 - 523 20 51 00 - DETENTION & CORRECTIC	700.00	
6551	11/23/2015	Claims	2	91357	TRUE LAW GROUP, PS	1,780.00	CONFLICT ATTORNEY
					001 - 515 20 41 03 - PROF SERVICES-CONFLIC	1,780.00	
6552	11/23/2015	Claims	2	91358	UNION GAP RETAIL, LLC	138.18	OVERPAYMENT REFUND
					401 - 586 01 04 01 - 210-10) WATER REFUNDS	138.18	
6553	11/23/2015	Claims	2	91359	UNION GAP WATER FUND & SEWER	23.74	LOUDON PARK FINAL BILL - 10/2015
					001 - 576 80 47 00 - UTILITIES	23.74	
6554	11/23/2015	Claims	2	91360	UNITED STATES POSTMASTER	800.70	UB STATEMENTS - 11/2015
					401 - 534 50 42 00 - COMMUNICATION	266.90	
					403 - 535 50 42 00 - COMMUNICATION	266.90	
					402 - 537 50 42 00 - COMMUNICATION	266.90	
6555	11/23/2015	Claims	2	91361	US LINEN & UNIFORM	375.16	PW UNIFORMS-10/15
					401 - 534 50 21 00 - UNIFORMS & EQUIPMENT	44.47	
					401 - 534 50 21 00 - UNIFORMS & EQUIPMENT	103.76	
					403 - 535 50 21 00 - UNIFORMS & EQUIPMENT	103.76	
					101 - 542 30 31 00 - SUPPLIES	103.76	
					001 - 576 80 21 00 - UNIFORMS & EQUIPMENT	19.41	
6556	11/23/2015	Claims	2	91362	VERIZON WIRELESS	875.12	PD PHONE & MDTS SEPT 14-OCT 13, 2015; CITY MANAGER CELL PHONE - 10/2015
					001 - 513 10 42 01 - COMMUNICATION	131.89	
					001 - 518 20 42 00 - COMMUNICATION	80.02	FD
					001 - 528 80 42 00 - COMMUNICATION	663.21	PD

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6557	11/23/2015	Claims	2	91363	WA STATE CRIMINAL JUSTICE	100.00	HOMICIDE INVESTIGATION TRAINING-JAMES
			001 - 521 40 49 00 -		MISCELLANEOUS	100.00	
6558	11/23/2015	Claims	2	91364	WA STATE PATROL	29.50	BACKGROUND CHECKS - 10/2015
			001 - 521 10 51 00 -		INTERGOVERNMENTAL PF	29.50	
6559	11/23/2015	Claims	2	91365	WAPATO POLICE DEPT	25,415.79	PRESCRIPTION & MEDICAL-AUG/SEPT 2015, DAYS SERVED OCTOBER 2015, TRANSPORT CONTRACT
			001 - 523 20 51 00 -		DETENTION & CORRECTIC	21,949.13	
			001 - 523 20 51 01 -		TRANSPORT OF PRISONER	3,466.66	
6560	11/23/2015	Claims	2	91366	YAKIMA CITY TREASURER	65,241.48	WASTEWATER/DEBT SVC/REPAIR-REPLACE-10/2015
			403 - 535 50 51 03 -		INTERGOVERNMENTAL PF	65,241.48	
6561	11/23/2015	Claims	2	91367	YAKIMA CO DISTRICT COURT	24,932.33	MUNICIPAL COURT OPERATION - 11/2015
			001 - 512 50 51 01 -		INTERGOVERNMENTAL PF	24,932.33	
6562	11/23/2015	Claims	2	91368	YAKIMA CO FINANCIAL SERVICES	409.41	3RD QTR LIQUOR BORAD PROFITS
			001 - 562 00 51 00 -		2% ALCOHOL DISTRIBUTI	409.41	
6563	11/23/2015	Claims	2	91369	YAKIMA CO PRINTING DEPT	122.70	PD RECEIPTS AND BUSINESS CARDS-TURLEY, VANICEK
			001 - 521 22 31 00 -		SUPPLIES	65.05	
			001 - 528 80 31 00 -		OFFICE & OPERATING SUP	57.65	
6564	11/23/2015	Claims	2	91370	YAKIMA CO PUBLIC SERVICES	14,056.12	PERMITS-PLAN REVIEW FEES 08/2015
			001 - 524 20 51 00 -		INTERGOVERNMENTAL PF	7,028.06	
			001 - 558 60 51 00 -		INTERGOVERNMENTAL PF	7,028.06	
6565	11/23/2015	Claims	2	91371	YAKIMA CO PUBLIC SERVICES	10,970.85	COUG STRIPING
			101 - 542 64 51 00 -		INTERGOVERNMENTAL PF	10,970.85	
6566	11/23/2015	Claims	2	91372	YAKIMA COOPERATIVE ASSN	500.87	PARKS FUEL - 10/2015; CH FUEL - 10/2015; CH CORRECTION - 05-06/2015
			001 - 514 30 32 00 -		FUEL	21.62	
			001 - 518 31 32 00 -		FUEL	75.45	
			001 - 518 31 32 00 -		FUEL	122.63	
			001 - 576 80 32 00 -		FUEL	281.17	
6567	11/23/2015	Claims	2	91373	ALMA HUERTA	150.00	ACTIVITIES BUILDING REFUND DEPOSIT
			001 - 589 00 00 00 -		PARK DEPOSIT REFUND	150.00	
			320 Licenses & Permits			33.11	
			511 Legislative			3,697.08	
			512 Judicial			24,932.33	
			513 Executive			8,702.66	
			514 Finance			2,368.09	
			515 Legal Services			9,759.13	
			521 Law Enforcement			31,892.81	
			522 Fire Control			351.85	
			576 Park Facilities			17,239.35	
			580 Non Expeditures			450.00	
			001 Current Expense Fund			99,426.41	

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		542 Streets - Maintenance			11,294.58
		543 Streets Admin & Overhead			231.82
					11,526.40
	101 Street Fund				11,526.40
		514 Finance			1,412.50
		557 Community Services			3,500.00
					4,912.50
	107 Convention Center Reserve Fund				4,912.50
		514 Finance			264.36
					264.36
	108 Tourism Promotion Area Fund				264.36
		571 Education			108.57
					108.57
	114 Seniors Activity Fund				108.57
		594 Capital Expenditures			5,670.01
					5,670.01
	121 Street Development Reserve Fund				5,670.01
		521 Law Enforcement			176.25
					176.25
	123 Criminal Justice Fund				176.25
		594 Capital Expenditures			1,816.82
					1,816.82
	124 Infrastructure Reserve Fund				1,816.82
		547 Transit Systems & Railroads			41,366.41
					41,366.41
	128 Transit System Fund				41,366.41
		534 Water Utilities			12,823.54
		580 Non Expenditures			790.89
					13,614.43
	401 Water Fund				13,614.43
		537 Garbage & Solid Waste Utilitys			5,336.86
		580 Non Expenditures			299.99
					5,636.85
	402 Garbage Fund				5,636.85
		535 Sewer			71,803.29
		538 Other Utilities/Activities			4,575.00
					76,378.29
	403 Sewer Fund				76,378.29
		535 Sewer			823.50
		594 Capital Expenditures			35,164.21
					35,987.71
	404 Water Improvement Reserve				35,987.71
		580 Non Expenditures			168.92
					168.92
	414 Water Deposits				168.92
					168.92
					297,053.93
	* Transaction Has Mixed Revenue And Expense Accounts				297,053.93
					Claims: 297,053.93

WARRANT/CHECK REGISTER

CITY OF UNION GAP

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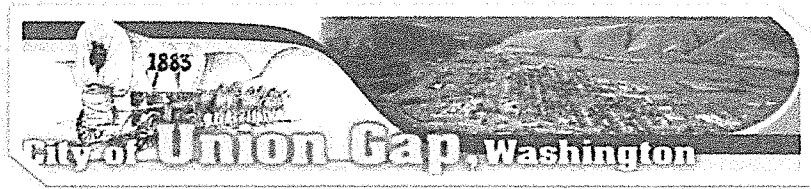
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<u>Trans</u>	<u>Date</u>	<u>Type</u>	<u>Acct #</u>	<u>War #</u>	<u>Claimant</u>	<u>Amount</u>	<u>Memo</u>
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CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.

Certified By: _____ Date: _____



City Council Communication

Meeting Date: November 23, 2015
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Petty Cash Vouchers – November 23, 2015

SYNOPSIS: Petty cash vouchers Dated November 23, 2015 for the month of October 2015.

RECOMMENDATION: Request Council to approve voucher No. 1844 in the amount of \$20.00.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Petty Cash Voucher Rosters

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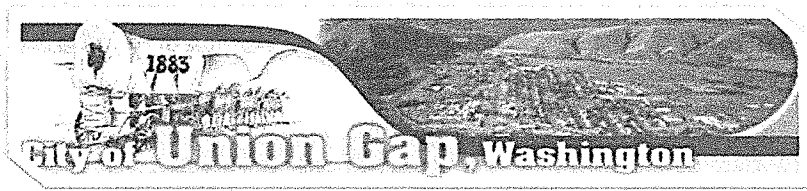
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
6451	10/21/2015	Claims	637	1844	GARCIAS	20.00	YVCOG MTG - OLSON
637 Petty Cash Fund						20.00	
						0.00	Claims: 20.00

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.

Certified By: _____ Date: _____



City Council Communication

Meeting Date: November 23, 2015
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Advance Travel Vouchers – November 23, 2015

SYNOPSIS: Advance Travel Vouchers dated November 23, 2015 for the month of October 2015.

RECOMMENDATION: Request Council to approve Voucher Nos. 1243 through 1246 in the amount of \$1,100.64.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Advance Travel Voucher Roster

WARRANT/CHECK REGISTER

CITY OF UNION GAP
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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
5603	10/01/2015	Claims	638	1243	LYNETTE BISCONER	44.34	ATR #1113
6449	10/06/2015	Claims	638	1244	AMANDA L TOWLE	495.00	ATR #1099
6442	10/21/2015	Claims	638	1245	TERESA LOPEZ	280.65	ATR #1114
6443	10/20/2015	Claims	638	1246	JESSE A WALRUFF	280.65	ATR #1115

638 Advance Travel Fund

1,100.64

CERTIFICATION: I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered, or the labor performed as described and that the claim is a due and unpaid obligation against the City of Union Gap, and that I am authorized to authenticate and certify to said claim.

Claims: 1,100.64
0.64

Certified By: _____

Date: