# UNION GAP CITY COUNCIL REGULAR MEETING AGENDA MONDAY FEBRUARY 24, 2020 – 6:00 P.M. CITY HALL, 102 W. AHTANUM ROAD, UNION GAP

# I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

Regular Council Meeting Minutes, dated February 10, 2020 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Payroll Vouchers — EFT's, and Voucher No. 41640 through 41642, and Voucher Nos. 100767 through 100774 for the Month of January, 2020, in the amount of \$379,352.79

Claims Vouchers – EFT's, and Voucher No. 100766 and Voucher Nos. 100775 through 100851 for February 24, 2020, in the amount of \$243,854.95

USDA Loan Vouchers – EFT, for February 24, 2020, in the amount of \$114,307.00

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

## **Police Department**

Resolution No. - \_\_\_\_\_ - Interagency Agreement — Washington Traffic Safety Commission

# **Public Works & Community Development**

- 1. Resolution No. \_\_\_\_\_ Interlocal Agreement with the Town of Harrah for Building Plan Review & Inspection Services
- 2. Resolution No. \_\_\_\_\_ Negotiate an Agreement with Elegant Soccer League for 2020 Tournament

#### City Manager

- 1. Park Board Appointment Georgia Reitmire
- 2. Planning Commission Appointment Lorena Fernandez
- V. ITEMS FROM THE AUDIENCE: Final Opportunity The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record
- VI. CITY MANAGER REPORT
- VII. COMMUNICATIONS/QUESTIONS/COMMENTS
- VIII. DEVELOPMENT OF NEXT AGENDA
  - IX. ADJOURN REGULAR MEETING



# City Council Communication

**Meeting Date:** February 24, 2020

**From:** Gregory Cobb, Chief of Police

**Topic / Issue:** Resolution – Interagency Agreement – Washington Traffic Safety Commission

**SYNOPSIS:** The Police Department has partnered with the Washington State Traffic Safety Commission for High Visibility Enforcement (HVE) patrols in the past and would like to renew this agreement for the remainder of 2020. The agreement would allow the City to receive reimbursement for overtime expenses related to impaired driving and distracted driving emphasis patrols.

**RECOMMENDATION:** Authorize City Manager to sign Interagency Agreement with the Washington Traffic Safety Commission for participation in HVE patrols.

**LEGAL REVIEW:** Reviewed by City Attorney

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** 1. Resolution

2. Interagency Agreement

# CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION authorizing the City Manager or designee to sign an Interagency Agreement with the Washington Traffic Safety Commission for overtime reimbursement relating to High Visibility enforcement (HVE) traffic safety emphasis patrols in support of the Target Zero priorities.

**WHEREAS** The Washington Traffic Safety Commission offers grants for high visibility enforcement traffic safety emphasis patrols; and

**WHEREAS** this funding will be used to reimburse overtime costs relating to these patrols;

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

The City Manager or designee is authorized to sign an interagency agreement with the Washington Traffic Safety Commission, for grant funding for overtime reimbursement relating to the High Visibility enforcement traffic safety emphasis patrols.

**PASSED** this 24<sup>th</sup> day of February, 2020.

	John Hodkinson, City Mayor
	John Houkinson, City Mayor
ATTEST:	
Karen Clifton, City Clerk	Bronson Brown, City Attorney

## INTERAGENCY AGREEMENT

BETWEEN THE

# WASHINGTON TRAFFIC SAFETY COMMISSION

AND	
THIS AGREEMENT is made and entered into by and between the V hereinafter referred to as "WTSC," and "SUB-RECIPIENT."	Washington Traffic Safety Commission hereinafter referred to as

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

#### 1. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to provide funding, provided by the United States Department of Transportation (USDOT) National Highway Traffic Safety Administration (NHTSA) and allowed under the Assistance Listings Catalog of Federal Domestic Assistance (CFDA) numbers 20.600 and 20.616, for the SUB-RECIPIENT to participate in traffic safety grant project 2020-HVE-3773-Washington Traffic Safety Commission, specifically to provide funding for the SUB-RECIPIENT to conduct overtime high-visibility enforcement (HVE) traffic safety emphasis patrols and related activities as outlined in the Statement of Work (SOW), in support of Target Zero priorities.

Grant 2020-HVE-3773-Washington Traffic Safety Commission was awarded to the Region 13 traffic safety task force to support collaborative efforts to conduct overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in the region's HVE grant.

The Target Zero Manager (TZM) and/or the Law Enforcement Liaison (LEL) shall coordinate the SOW with the SUB-RECIPIENT with the goal of reducing traffic-related deaths and serious injuries.

#### 2. PERIOD OF PERFORMANCE

The period of performance of this Agreement shall commence upon the date of execution by both Parties, but not earlier than October 1, 2019, and remain in effect until September 30, 2020, unless terminated sooner, as provided herein.

#### 3. STATEMENT OF WORK

Note: This statement of work applies only to HVE emphasis areas for which your region has received HVE funding.

GOAL: To reduce traffic related deaths and serious injuries through education of impaired driving, occupant protection, speeding and distracted driving multijurisdictional HVE patrols throughout the state.

#### SCOPE OF WORK:

High Visibility Enforcement (HVE) is a proven strategy to reduce vehicular fatalities in serious injuries. There are 8 main components in the best practice model. The WTSC recommends following this model in order to most effectively use this funding.

- 1. The event is planned by a local team
- 2. The event is data driven. Interest in the event originates by local recognition of a problem and the community's interest in responding to it.
- 3. The enforcement is multijurisdictional and uses a saturation approach and participating officers make a large number of contacts during the event and issue infractions or citations to change public behavior around risky driving behaviors such as speeding, distracted driving and failing to use a seatbelt. The WTSC proposes that the default law enforcement response to a high risk driving behavior during an HVE event should be a citation/infraction.
- 4. The public is aware of the event before, during, and after the enforcement takes place. It's important to note that these messages must reach all target audiences, regardless of English proficiency in the community who use the transportation system.
- 5. Local media are engaged by the HVE planning team
- 6. Enforcement is highly visible clearly more than a typical day.
- 7. The HVE event is evaluated
- 8. The HVE event is supported by deployment of resources in the priority areas throughout the year when HVE is not being implemented.

The SUB-RECIPIENT, along with the regional traffic safety task force, TZM, and LEL, are responsible for meeting these elements of HVE. The WTSC will conduct public education campaigns during national campaigns, but it is the responsibility of the SUB-RECIPIENT and task force to ensure that all elements of HVE are being met.

The statewide high visibility enforcement patrols are paired with media participation to engage, deter, and educate drivers about the impacts of making unsafe decisions when driving. Outreach efforts are supported by the WTSC during statewide HVE campaigns. Regional TZMs also support public outreach efforts during locally planned HVE events. Below are descriptions of the Scope of Work for each funding category. The WTSC accepts requests for modifications to the Scope of Work through the regional Target Zero Manager.

This grant provides funding for overtime HVE enforcement in a variety of emphasis areas: impaired driving, distracted driving, seat belt use, and motorcycle safety patrols.

#### Dispatch:

WTSC will reimburse communications officers/dispatch personnel for work on this project providing Agency has received prior approval from the designated TZM. This activity must be overtime and only the expenses listed in section 3.2 and its subsections will be reimbursed.

#### **Enforcement Standard:**

WTSC proposes that during enforcement, the default response of officers observing driving behaviors that contribute to serious injury and fatal collisions is the issuance of a citation or infraction. WTSC recognizes the need and value of officer discretion. While WTSC does not suggest mandatory enforcement on every contact, the goal of any enforcement activity is behavior modification.

## **HVE Enforcement Plan Requirement:**

A HVE Mobilization Plan is required prior to all HVE activity. The local traffic safety task force and TZM are responsible for submitting this form to the WTSC HVE Program Manager prior to enforcement activities begin. This form serves as prior approval for HVE events and includes the following information:

- Problem Statement
- Description of enforcement strategy, including expected law enforcement agencies participating in the event, target violation, and target locations
- Public outreach strategy, to include how the multiple cultural groups in a community will be reached with these messages.
- Evaluation plan

#### **Media Contacts:**

All of these patrols are conducted as part of a highly publicized, educational effort. Publicity campaigns about these patrols are planned to alert the public to the fact that extra patrols are targeting these violations. The WTSC requests that the SUB-RECIPIENT posts traffic safety information to their web-based platforms during statewide and locally coordinated HVE mobilizations. At least one individual from the SUB-RECIPIENT must be available for weekend media contacts, beginning at noon on Fridays before mobilizations.

#### Standardized Field Sobriety Testing (SFST) Training Requirement:

The SUB-RECIPIENT certifies that all officers participating in these patrols are SFST trained. WTSC's expectation is that each participating officer will make one DUI arrest per shift. If this standard is not met, participating agencies must submit an explanation to the TZM explaining why this standard was not met. Officers must also meet the following requirements:

- Officer must be BAC certified and have passed the SFST refresher training within the prior three years, or
- Officer must have successfully completed Advanced Roadside Impaired Driving Enforcement (ARIDE), or
- Officer must be a certified Drug Recognition Expert.
- For impaired driving HVE mobilizations, there is one additional requirement:
  - o Officers must have made a DUI/DWI arrest within the past twelve months.

The Following sections in the SOW are for specific enforcement emphasis areas:

#### **Impaired Driving Enforcement:**

Impaired driving (also referred to as Driving Under the Influence, or DUI) remains a top priority for the WTSC. Year after year, roughly 50% of WA's vehicular fatalities are due to impaired driving. HVE has been shown to reduce impaired driving fatalities when the model is followed.

Overtime Impaired driving enforcement patrols must be planned and coordinated by the regional traffic safety taskforce, including the TZM and LEL. The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 8:00 p.m and will occur Thursday-Sunday. The WTSC requires that impaired driving HVE patrols are done using multijurisdictional collaboration.

The priority for this funding is participation in the national campaigns:

- Holiday DUI Patrols December 11 January 2
- Drive Sober or Get Pulled Over August 19 September 7

The DUI patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Except when prior approval is provided, impaired driving HVE must begin after 8:00 p.m. and will occur Thursday-Sunday.

Funding in this category can be expended outside of the campaign periods. However, the funds must only be used for impaired driving enforcement and during another national impaired driving enforcement campaign or other large local event. Participation during Holiday DUI Patrols and Drive Sober or Get Pulled Over should be prioritized when scheduling enforcement dates.

The WTSC encourages law enforcement agencies to use this funding to support the professional growth of officers with limited exposure to impaired driving enforcement. With the approval of the region's TZM and WTSC, officers can participate in mentoring for impaired driving enforcement. Requirements for this use of funds include the following:

- WTSC approval for impaired driving mentorship is done through the HVE Mobilization Plan. Approval for mentorship must be received prior to the activity date.
- The training officer must be a Drug Recognition Expert or ARIDE trained. TZMs can submit a request for an officer who doesn't meet these requirements to be a mentor. This request must be detailed on the HVE Mobilization Plan.
- There must be a review of the SFST procedure prior to the enforcement activity.
- There is a limit of two times per year that an officer can be a mentee.
- Funds permitting, mentees will participate in at least 1 impaired driving mobilization after completing mentoring.
- Each region or county-level task force can set additional requirements for participation in this use of funding.
- To be eligible for this activity, the task force must have a policy for DUI Mentoring.

- Funding will pay for overtime for the mentor officer and the mentee officer.
- Mentees should demonstrate their ability to make one DUI arrest per shift following their mentoring.

This funding can be used to conduct premise checks in bars and other establishments that sell alcohol. To be used for this purpose, the activity must meet the following requirements:

- Approval for this activity is done through the HVE Mobilization Plan. This plan must be received prior to the activity date. It should include details such as the estimated number of hours and officers who will be participating in this activity. It should also include a plan for what officers will discuss with the premise (Ex. distributing coasters, HVE dedication materials, mobilization creative, etc.)
- Each establishment is counted as one contact on the Officer Activity Log.
- The WA Liquor and Cannabis Board must be notified in advance of this activity to encourage collaboration and support.

These funds can be used for DUI warrant round-up events. Prior approval is needed for these activities and must include evidence of thorough planning.

#### **Distracted Driving Enforcement:**

With the State of Washington's distracted driving law, these patrols will be important to ensure through education and enforcement that drivers understand and are following the new law. These patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Wherever possible these patrols shall occur in areas with the highest number of past distracted driving violations. The WTSC requires that distracted driving HVE patrols are conducted using a team approach with designated spotters. This approach has shown to best identify distracted driving violations. Minimum teams of 3 can conduct distracted driving HVE patrols – 1 spotter and at least 2 officers responding to violations.

In order to be eligible to receive distracted driving HVE funds in FFY2020, the SUB-RECIPIENT must have at least 1 citation issued during the FFY2019 On the Road Off the Phone campaign. Agencies that did not participate in the FFY2019 On the Road Off the Phone campaign are eligible for funding.

The priority for this funding is participation in the national campaign, On the Road Off the Phone, April 1 - 18, 2020. However, this funding can be expended outside of the national campaign, but the funds must only be used for distracted driving enforcement.

#### Seat Belt Use Enforcement:

Washington has one of the highest seatbelt use rates in the country, yet many of the state's vehicular fatalities and serious injuries involved unbelted drivers and passengers. Funding for seatbelt enforcement will be prioritized using data from WTSC's Research and Data Division, such as seatbelt use rates and fatal and serious injury data.

At this point, funding distribution has yet to be determined.

#### **Motorcycle Safety Patrols**

The SUB-RECIPIENT will engage in multijurisdictional HVE patrols, as part of the national effort, for all or part of the following campaign:

• It's A Fine Line – July 10 – 26

These motorcycle safety patrols shall be deployed at locations where the data indicates that the most traffic safety benefit can be realized as determined by the local Traffic Safety Task Force. Patrols must take place Friday, Saturday, or Sunday during the It's A Fine Line campaign.

Patrols should focus on the illegal and unsafe driving actions of motorcycles that are known to cause serious and fatal crashes. This includes impaired driving, speeding, and following too closely.

Patrols should also focus on the illegal and unsafe driving actions of all other motor vehicles when relating to motorcycles. This includes speeding, failure to yield to a motorcycle, following too closely to a motorcycle, distracted driving, etc.

Whenever possible, SUB-RECIPIENT should include motorcycle officers in these patrols.

# 3.1. MILESTONES AND DELIVERABLES

Mobilization	Dates
DUI Holiday Patrols	December 11 – January 2
Distracted Driving	April 1 – 18
Click It or Ticket	May $17 - 31$
It's A Fine Line	July 10 – 26
DUI Drive Sober or Get Pulled Over	August 19 – September 7

#### 3.2. COMPENSATION

**3.2.1.** Compensation for the overtime work provided in accordance with this Agreement has been established under the terms of RCW 39.34. The cost of accomplishing the work described in the SOW will not exceed the total grant award for the region, unless agreed upon by WTSC and the SUB-RECIPIENT. The funding award for the SUB-RECIPENT'S region is detailed in section 3.3.

These funds, designated for salaries and benefits, are intended to pay for the hourly overtime costs and proportional amounts of fringe benefits of commissioned staff pursuing the activities described in the statement of work. These funds may not be used for any other purpose for example any work required to maintain a law enforcement commission including recertification trainings like firearm qualification.

All law enforcement agencies who are active members of the Region 13 traffic safety task force are eligible to participate in this grant. Payment for satisfactory performance of the overtime work shall not exceed this amount unless the Parties mutually agree to a higher amount in a written Amendment to this Agreement executed by both Parties.

- **3.2.2.** WTSC will reimburse for personnel overtime expenses at 150 percent of the officer's normal salary rate plus SUB-RECIPIENT's contributions to employee benefits, limited to the following:
  - FICA
  - Medicare
  - Any portion of L & I that is paid by the employer (SUB-RECIPIENT)
  - Retirement contributions paid by the employer (SUB-RECIPIENT) can be included if the contribution is based on a percentage of their hours worked

Health insurance, or any other benefits not listed above, are not eligible for reimbursement.

Comp-time is not considered overtime and will not be approved for payment.

The SUB-RECIPIENT will provide law enforcement officers with appropriate equipment (e.g., vehicles, radars, breath testers, etc.) to participate in the emphasis patrols.

## 3.3. SUMMARY OF PROJECT COSTS

The WTSC has awarded \$92,719.00 to the Region 13 traffic safety task force for the purpose of conducting coordinated overtime HVE activities. By signing this agreement, the SUB-RECIPIENT is able to seek reimbursement for approved overtime expenses incurred as a participant in this grant. All activity must be coordinated by the region's traffic safety task force and TZM in order to be eligible for reimbursement.

The funding for Region 13 is as follows:

Impaired Driving Patrols	\$60,000.00
(Section 402, CFDA 20.600)	,
Distracted Driving Patrols	\$17,729.00
(Section 402, CFDA 20.600)	
Click It or Ticket	\$0.00
(Section 405b, CFDA 20.616)	
Motorcycle Safety	\$15,000.00
(164 Funds, CFDA 20.608)	

**3.3.1.** The funds issued under this Agreement are only to be used for the specified category and shall not be commingled between categories.

# APPLICABLE STATE AND FEDERAL TERMS AND CONDITIONS:

## 4. PARTICIPATION REQUIREMENTS AND CONDITIONS

For each of the overtime emphasis patrols listed in the Statement of Work, the SUB-RECIPIENT will follow all protocols detailed in the "Multijurisdictional High Visibility Enforcement Protocols," which will be provided by the WTSC. Exceptions to these protocols must be pre-approved by the WTSC prior to the emphasis patrol(s).

#### 5. PERFORMANCE STANDARDS

Participating law enforcement officers working overtime hours are expected to make a minimum of three self-initiated contacts per hour of enforcement. The WTSC recognizes that some contacts may result in time-consuming enforcement-related activities, and these activities are reimbursable. Other activities, such as collision investigations or emergency response that are not initiated through emphasis patrol contact WILL NOT be reimbursed.

#### **6. ACTIVITY REPORTS**

The SUB-RECIPIENT agrees to have all personnel who work HVE patrols submit an officer Emphasis Patrol Log to their regional TZM, or by other approved means, within 48 hours of the end of all shifts worked. These same logs will be associated with invoices as detailed in the "BILLING PROCEDURE" section. Use of the Officer Activity Log in the WTSC's online grant management system, WEMS, is required when the functionality is available in WEMS.

#### 7. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Agreement shall be made by the WTSC.

#### **8. AGREEMENT ALTERATIONS AND AMENDMENTS**

This Agreement may be amended by mutual agreement of the Parties in the form of a written request to amend this Agreement. Such amendments shall only be binding if they are in writing and signed by personnel authorized to bind each of the Parties. Changes to the budget, SUB-RECIPIENT'S Primary Contact, and WTSC Program Manager can be made through email communication and signatures are not required.

### 9. ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the Parties hereto.

#### 10. ASSIGNMENT

The SUB-RECIPIENT may not assign the work to be provided under this Agreement, in whole or in part, without the express prior written consent of the WTSC, which consent shall not be unreasonably withheld. The SUB-RECIPIENT shall provide the WTSC a copy of all third-party contracts and agreements entered into for purposes of fulfilling the SOW. Such third-party contracts and agreements must follow applicable federal, state, and local law, including but not limited to procurement law, rules, and procedures. If any of the funds provided under this Agreement include funds from NHTSA, such third-party contracts and agreements must include the federal provisions set forth in this Agreement in sections 34 through 42.

#### 11. ATTORNEYS' FEES

In the event of litigation or other action brought to enforce the Agreement terms, each Party agrees to bear its own attorney fees and costs.

#### 12. BILLING PROCEDURE

The WTSC is currently developing functionality in WEMS to streamline enforcement activity and invoice

submission. The WTSC requires that this functionality be used for billing when available. Instructions and requirements for using this functionality will be provided at a later date.

Prior to activity and invoice submission by the SUB-RECIPIENT in WEMS, the SUB-RECIPIENT shall submit monthly invoices for reimbursement to the TZM with supporting documentation, as WTSC shall require. The TZM will submit all approved invoices to the WTSC via WEMS within 10 days of receipt.

All invoices for reimbursement must include the following. Note – this will likely change when the new invoicing process is implemented.

- Form A-19 provided by WTSC or its pre-approved equivalent. The hourly rate of each officer included on the invoice must be identified.
- Emphasis Patrol Log for each officer
- WTSC's Overtime Log or the SUB-RECIPIENT's overtime approval sheets signed by the officer's supervisor

Payment to the SUB-RECIPIENT for approved and completed work will be made by warrant or account transfer by WTSC within 30 days of receipt of such properly documented invoices acceptable to WTSC. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 45 days after the expiration date of this Agreement. All invoices for goods received or services performed on or prior to June 30, 2020, must be received by WTSC no later than August 10, 2020. All invoices for goods received or services performed between July 1, 2020 and September 30, 2020, must be received by WTSC no later than November 15, 2020.

# 13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION

The SUB-RECIPIENT shall not use or disclose any information concerning the WTSC, or information which may be classified as confidential, for any purpose not directly connected with the administration of this Agreement, except with prior written consent of the WTSC, or as may be required by law.

#### 14. COST PRINCIPLES

Costs incurred under this Agreement shall adhere to provisions of 2 CFR Part 200 Subpart E.

#### 15. COVENANT AGAINST CONTINGENT FEES

The SUB-RECIPIENT warrants that it has not paid, and agrees not to pay, any bonus, commission, brokerage, or contingent fee to solicit or secure this Agreement or to obtain approval of any application for federal financial assistance for this Agreement. The WTSC shall have the right, in the event of breach of this section by the SUB-RECIPIENT, to annul this Agreement without liability.

#### 16. DISPUTES

16.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the Parties, shall be decided in writing by the WTSC Deputy Director or designee. This decision shall be final and conclusive, unless within 10 days from the date of the SUB-RECIPIENT's receipt of WTSC's written decision, the SUB-RECIPIENT furnishes a written appeal to the WTSC Director. The SUB-RECIPIENT's appeal shall be decided in writing by the Director or designee within 30 days of receipt of the appeal by the

Director. The decision shall be binding upon the SUB-RECIPIENT and the SUB-RECIPIENT shall abide by the decision.

**16.2.** Performance During Dispute. Unless otherwise directed by WTSC, the SUB-RECIPIENT shall continue performance under this Agreement while matters in dispute are being resolved.

#### 17. GOVERNANCE

- 17.1. This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.
- 17.2. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:
- 17.2.1. Applicable federal and state statutes and rules
- 17.2.2. Terms and Conditions of this Agreement
- 17.2.3. Any Amendment executed under this Agreement
- 17.2.4. Any SOW executed under this Agreement
- 17.2.5. Any other provisions of the Agreement, including materials incorporated by reference

#### 18. INCOME

Any income earned by the SUB-RECIPIENT from the conduct of the SOW (e.g., sale of publications, registration fees, or service charges) must be accounted for, and that income must be applied to project purposes or used to reduce project costs.

#### 19. INDEMNIFICATION

- 19.1. To the fullest extent permitted by law, the SUB-RECIPIENT shall indemnify and hold harmless the WTSC, its officers, employees, and agents, and process and defend at its own expense any and all claims, demands, suits at law or equity, actions, penalties, losses, damages, or costs of whatsoever kind ("claims") brought against WTSC arising out of or in connection with this Agreement and/or the SUB-RECIPIENT's performance or failure to perform any aspect of the Agreement. This indemnity provision applies to all claims against WTSC, its officers, employees, and agents arising out of, in connection with, or incident to the acts or omissions of the SUB-RECIPIENT, its officers, employees, agents, contractors, and subcontractors. Provided, however, that nothing herein shall require the SUB-RECIPIENT to indemnify and hold harmless or defend the WTSC, its agents, employees, or officers to the extent that claims are caused by the negligent acts or omissions of the WTSC, its officers, employees or agents; and provided further that if such claims result from the concurrent negligence of (a) the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors, and (b) the WTSC, its officers, employees, or agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the SUB-RECIPIENT, its officers, employees, agents, contractors, or subcontractors.
- 19.2. The SUB-RECIPIENT waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the WTSC, its officers, employees, or agents.

19.3. The indemnification and hold harmless provision shall survive termination of this Agreement.

#### 20. INDEPENDENT CAPACITY

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

#### 21. INSURANCE COVERAGE

- 21.1. The SUB-RECIPIENT shall comply with the provisions of Title 51 RCW, Industrial Insurance, if required by law.
- 21.2. If the SUB-RECIPIENT is not required to maintain insurance in accordance with Title 51 RCW, prior to the start of any performance of work under this Agreement, the SUB-RECIPIENT shall provide WTSC with proof of insurance coverage (e.g., vehicle liability insurance, private property liability insurance, or commercial property liability insurance), as determined appropriate by WTSC, which protects the SUB-RECIPIENT and WTSC from risks associated with executing the SOW associated with this Agreement.

#### 22. LICENSING, ACCREDITATION, AND REGISTRATION

The SUB-RECIPIENT shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of this Agreement. The SUB-RECIPIENT shall complete registration with the Washington State Department of Revenue, if required, and be responsible for payment of all taxes due on payments made under this Agreement.

#### 23. RECORDS MAINTENANCE

- 23.1. During the term of this Agreement and for six years thereafter, the SUB-RECIPIENT shall maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein. These records shall be subject to inspection, review, or audit by authorized personnel of the WTSC, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration. The Office of the State Auditor, federal auditors, the WTSC, and any duly authorized representatives shall have full access and the right to examine any of these materials during this period.
- 23.2. Records and other documents, in any medium, furnished by one Party to this Agreement to the other Party, will remain the property of the furnishing Party, unless otherwise agreed. The receiving Party will not disclose or make available this material to any third Parties without first giving notice to the furnishing Party and giving them a reasonable opportunity to respond. Each Party will utilize reasonable security procedures and protections to assure that records and documents provided by the other Party are not erroneously disclosed to third Parties.

#### 24. RIGHT OF INSPECTION

The SUB-RECIPIENT shall provide right of access to its facilities to the WTSC or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Agreement. The SUB-RECIPIENT shall make available information necessary for WTSC to comply with the right to access, amend, and receive an accounting of disclosures of their Personal Information according

to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The SUB-RECIPIENT shall upon request make available to the WTSC and the United States Secretary of the Department of Health and Human Services all internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this Agreement.

#### 25. RIGHTS IN DATA

25.1. WTSC and SUB-RECIPIENT agree that all data and work products (collectively called "Work Product") pursuant to this Agreement shall be considered works made for hire under the U.S. Copyright Act, 17 USC §101 et seq., and shall be owned by the state of Washington. Work Product includes, but is not limited to, reports, documents, pamphlets, advertisement, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, designs, plans, diagrams, drawings, software, and/or databases to the extent provided by law. Ownership includes the right to copyright, register the copyright, distribute, prepare derivative works, publicly perform, publicly display, and the ability to otherwise use and transfer these rights.

- 25.2. If for any reason the Work Product would not be considered a work made for hire under applicable law, the SUB-RECIPIENT assigns and transfers to WTSC the entire right, title, and interest in and to all rights in the Work Product and any registrations and copyright applications relating thereto and any renewals and extensions thereof.
- 25.3. The SUB-RECIPIENT may publish, at its own expense, the results of project activities without prior review by the WTSC, provided that any publications (written, visual, or sound) contain acknowledgment of the support provided by NHTSA and the WTSC. Any discovery or invention derived from work performed under this project shall be referred to the WTSC, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other actions required to protect the public interest.

#### 26. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the SOW under this Agreement, the WTSC may terminate the Agreement under the "TERMINATION FOR CONVENIENCE" clause, without the 30-day notice requirement. The Agreement is subject to renegotiation at the WTSC's discretion under any new funding limitations or conditions.

#### 27. 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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

#### 28. SITE SECURITY

While on WTSC premises, the SUB-RECIPIENT, its agents, employees, or sub-contractors shall conform in all respects with all WTSC physical, fire, or other security policies and applicable regulations.

#### **29. TAXES**

All payments of payroll taxes, unemployment contributions, any other taxes, insurance, or other such expenses for the SUB-RECIPIENT or its staff shall be the sole responsibility of the SUB-RECIPIENT.

#### **30. TERMINATION FOR CAUSE**

If the SUB-RECIPIENT does not fulfill in a timely and proper manner its obligations under this Agreement or violates any of these terms and conditions, the WTSC will give the SUB-RECIPIENT written notice of such failure or violation, and may terminate this Agreement immediately. At the WTSC's discretion, the SUB-RECIPIENT may be given 15 days to correct the violation or failure. In the event that the SUB-RECIPIENT is given the opportunity to correct the violation and the violation is not corrected within the 15-day period, this Agreement may be terminated at the end of that period by written notice of the WTSC.

#### 31. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Agreement, either Party may terminate this Agreement, without cause or reason, with 30 days written notice to the other Party. If this Agreement is so terminated, the WTSC shall be liable only for payment required under the terms of this Agreement for services rendered or goods delivered prior to the effective date of termination.

#### 32. TREATMENT OF ASSETS

- **32.1.** Title to all property furnished by the WTSC shall remain property of the WTSC. Title to all property furnished by the SUB-RECIPIENT for the cost of which the SUB-RECIPIENT is entitled to be reimbursed as a direct item of cost under this Agreement shall pass to and vest in the WTSC upon delivery of such property by the SUB-RECIPIENT. Title to other property, the cost of which is reimbursable to the SUB-RECIPIENT under this Agreement, shall pass to and vest in the WTSC upon (i) issuance for use of such property in the performance of this Agreement, or (ii) commencement of use of such property in the performance of this Agreement, or (iii) reimbursement of the cost thereof by the WTSC in whole or in part, whichever first occurs.
- **32.2.** Any property of the WTSC furnished to the SUB-RECIPIENT shall, unless otherwise provided herein or approved by the WTSC, be used only for the performance of this Agreement.
- **32.3.** The SUB-RECIPIENT shall be responsible for any loss or damage to property of the WTSC which results from the negligence of the SUB-RECIPIENT or which results from the failure on the part of the SUB-RECIPIENT to maintain and administer that property in accordance with sound management practices.
- **32.4.** If any WTSC property is lost, destroyed, or damaged, the SUB-RECIPIENT shall immediately notify the WTSC and shall take all reasonable steps to protect the property from further damage.
- 32.5. The SUB-RECIPIENT shall surrender to the WTSC all property of the WTSC upon completion, termination, or cancellation of this Agreement.

**32.6.** All reference to the SUB-RECIPIENT under this clause shall also include SUB-RECIPIENT's employees, agents, or sub-contractors.

#### 33. WAIVER

A failure by either Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement.

# APPLICABLE CERTIFICATIONS AND ASSURANCES FOR HIGHWAY SAFETY GRANTS (23 CFR PART 1300 APPENDIX A):

#### 34. BUY AMERICA ACT

The SUB-RECIPIENT will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using federal funds. Buy America requires the SUB-RECIPIENT to purchase only steel, iron, and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use federal funds to purchase foreign produced items, the WTSC must submit a waiver request that provides an adequate basis and justification, and which is approved by the Secretary of Transportation.

#### 35. DEBARMENT AND SUSPENSION

Instructions for Lower Tier Certification

- 35.1. By signing this Agreement, the SUB-RECIPIENT (hereinafter in this section referred to as the "lower tier participant") is providing the certification set out below and agrees to comply with the requirements of 2 CFR part 180 and 23 CFR part 1300.
- 35.2. The certification in this section is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 35.3. The lower tier participant shall provide immediate written notice to the WTSC if at any time the lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- **35.4.** The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Covered Transactions sections of 2 CFR part 180.
- 35.5. The lower tier participant agrees by signing this Agreement that it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart

- 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- 35.6. The lower tier participant further agrees by signing this Agreement that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions, and will require lower tier participants to comply with 2 CFR part 180 and 23 CFR part 1300.
- 35.7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- **35.8.** Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 35.9. Except for transactions authorized under paragraph 35.5. of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, incligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

- **35.10.** The lower tier participant certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 35.11. Where the lower tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this Agreement.

# 36. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

**36.1.** The SUB-RECIPIENT shall:

**36.1.1.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace, and shall specify the actions that will be taken against employees for violation of such prohibition.

- **36.1.2.** Establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace; the SUB-RECIPIENT's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug violations occurring in the workplace.
- **36.1.3.** Make it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph 36.1.1. of this section.
- **36.1.4.** Notify the employee in the statement required by paragraph 36.1.1. of this section that, as a condition of employment under the grant, the employee will abide by the terms of the statement, notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction, and notify the WTSC within 10 days after receiving notice from an employee or otherwise receiving actual notice of such conviction.
- **36.1.5.** Take one of the following actions within 30 days of receiving notice under paragraph 36.1.3. of this section, with respect to any employee who is so convicted: take appropriate personnel action against such an employee, up to and including termination, and/or require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.
- **36.1.6.** Make a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

# 37. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

In accordance with FFATA, the SUB-RECIPIENT shall, upon request, provide WTSC the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

#### 38. FEDERAL LOBBYING

- 38.1. The undersigned certifies, to the best of his or her knowledge and belief, that:
- **38.1.1.** No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 38.1.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal

contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

- 38.1.3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly.
- **38.2.** This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

# 39. NONDISCRIMINATION (Title VI, 42 U.S.C. § 2000d et seq.)

- 39.1. During the performance of this Agreement, the SUB-RECIPIENT agrees:
- **39.1.1.** To comply with all federal nondiscrimination laws and regulations, as may be amended from time to time.
- 39.1.2. Not to participate directly or indirectly in the discrimination prohibited by any federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR Part 21 and herein.
- **39.1.3.** To permit access to its books, records, accounts, other sources of information, and its facilities as required by the WTSC, USDOT, or NHTSA.
- 39.1.4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding Agreement, the WTSC will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies, and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part.
- 39.1.5. To insert this clause, including all paragraphs, in every sub-contract and sub-agreement and in every solicitation for a sub-contract or sub-agreement that receives federal funds under this program.

#### **40. POLITICAL ACTIVITY (HATCH ACT)**

The SUB-RECIPIENT will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

#### 41. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE

The SUB-RECIPIENT will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists. This Agreement does not include any aspects or elements of helmet usage or checkpoints, and so fully complies with this requirement.

#### **42. STATE LOBBYING**

None of the funds under this Agreement will be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a state official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

## 43. DESIGNATED CONTACTS

The following named individuals will serve as designated contacts for each of the Parties for all communications, notices, and reimbursement regarding this Agreement:

The Contact for the SUB-RECIPIENT is:	The Contact for the Target Zero Manager is:	The Contact for WTSC is:
	Charlotte Layman Region 13 Target Zero Manager clayman@wtscwa.com 509-307-3826	Jerry Noviello WTSC Program Manager jnoviello@wtsc.wa.gov 360-725-9897

#### **44. AUTHORITY TO SIGN**

The undersigned acknowledges that they are authorized to execute this Agreement and bind their respective agencies or entities to the obligation set forth herein.

#### IN WITNESS WHEREOF, the parties have executed this Agreement.

	WASHINGTON TRAFFIC SAFETY COMMISSION
Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date



# City Council Communication

**Meeting Date:** February 24, 2020

**From:** Dennis Henne; Director of Public Works & Community Development

**Topic/Issue:** Resolution – Interlocal Agreement with the Town of Harrah for Building Plan

Review & Inspection Services

**SYNOPSIS:** The Town of Harrah is in need of a building plan review & inspector to inspect a new school being built in the Town of Harrah by the Mount Adams School district and to make sure the building is in compliance with the plans, specifications and applicable building codes. The City is able to provide the necessary services.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to enter into an Interlocal Agreement with the Town of Harrah for Building Plan Review & Inspection Services.

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

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** 1. Resolution

2. Interlocal Agreement with the Town of Harrah for Building Inspection Services

# CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOUTION authorizing the City Manager to enter into an Interlocal Agreement with the Town of Harrah for Building Plan Review and Inspection Services.

WHERAS, Harrah is in need of a building plan review and inspector to inspect a new school being built in the Town of Harrah by the Mount Adams School district and to make sure the building is in compliance with the plans, specifications and applicable building codes; and,

WHEREAS, the City desires to enter into an Interlocal Agreement and is able to provide the necessary services; and,

WHEREAS, the parties may enter into this Agreement under the Interlocal Cooperation Act, Chapter 39. 34 RCW,

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

The City Manager is authorized to enter into an Interlocal Agreement with the Town of Harrah for Building Plan Review and Inspection Services.

**PASSED** this 24<sup>th</sup> day of February, 2020.

	John Hodkinson, City Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney

# IINTERLOCAL AGREEMENT FOR BUILDING INSPECTION BETWEEN THE CITY OF UNION GAP AND THE TOWN OF HARRAH

THIS AGREEMENT is entered into between the City of Union Gap, Washington and the Town of Harrah, Washington,

WHERAS, Harrah is in need of a building inspector to inspect a new school being built in the Town of Harrah by the Mount Adams School district and to make sure the building is in compliance with the plans, specifications and applicable building codes, and,

WHEREAS, Union Gap is willing and able to provide that service, and,

WHEREAS, the parties may enter into this Agreement under the Interlocal Cooperation Act, Chapter 39. 34 RCW,

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties agree as follows:

- 1. TERM OF AGREEMENT: The term of this agreement shall commence on the date of adoption of approval of from each respective City (Town) council and shall terminate upon the completion of the building project set forth above and the receipt of an occupancy permit for such structure, or, upon earlier termination as is set forth in this agreement as is provided in section 10.
- 2. SERVICES PROVIDED: Union Gap shall provide a qualified building inspector to inspect all stages of construction of the Mount Adams school district school to be constructed in the Town of Harrah. The building inspector provided by Union Gap shall work with the architects, contractors and Mt. Adams School District and the responsible Harrah personnel. These services provided by Union Gap may include, but are not limited to the following: construction document plan review, civil plan review, building inspection services, plumbing inspection services, utilities inspections, including water and sewer extensions and frontage improvement inspections for jurisdictional compliance.
- 3. COMPENSATION: During the term of this agreement, as payment, Union Gap will collect directly from the contractor and/or permit holder 100 % of the plan review and permit fees for the project. These fees will be based on the City of Union Gap's adopted fee schedule. Payments of these fees will be paid by the contractor upon completion of plan reviews and inspections.
- 4. WORK RULES: During the term of this agreement, the Union Gap building inspector providing the services will remain an employee of Union Gap and not Harrah for purposes of supervision, evaluation, determining salary, benefits, and all other terms and conditions of employment, as provided in the City of Union Gap Personnel policies, or the current collective bargaining agreement covering the employee.
- 5. CONTACTS: The main point of contact for Harrah shall be the Mayor or her designee. The main contact for Union Gap shall be the current City Manager or Administrator.

#### 6. DISPUTE RESOLUTION:

a. Whenever any dispute arises between the parties which is not resolved by routine meetings or communications, the parties agree to seek resolution of such dispute by the process described in this section.

- b. The parties shall first seek in good faith to resolve any such dispute or concern by meeting, as soon as feasible. The initial meeting shall include the building inspector, the Harrah mayor or her designee and the City Manager/ Administrator.
- c. If the parties do not come to an agreement on the dispute or concern after the meetings described above, either party may request mediation through a process to be mutually agreed to in good faith between the parties within 15 days. The mediator(s) shall be mutually agreed upon and shall be skilled in the legal and business aspects of the subject matter of this Agreement. The parties shall share equally the costs of mediation. If mutual agreement is not reached through mediation, either party may initiate litigation to enforces any rights under this agreement.
- 7. INDEMNIFCATION AND HOLD HARMLESS: Harrah shall protect, defend indemnify and save harmless Union Gap, its officers, employees and agents from any and all costs, claims, judgements or awards of damages, arising out of or resulting from the acts or omissions of Union Gap staff while performing duties for or acting under the control of Harrah, except for those acts or omissions resulting from the negligence of Union Gap, its officers employees or agents.

Harrah further agrees to protect, defend, indemnify and save harmless Union Gap, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising of or resulting from the negligent acts or omissions of Harrah, its officers, employees or agents under, Harrah further agrees to protect, defend, indemnify and save harmless Union Gap, its officers, employees and agents from any and all costs, claims, judgments or awards of damages arising of or resulting from the negligent acts or omissions of Harrah, its officers, employees or agents under, resulting from or arising out of this agreement. Harrah agrees that its obligations under this section extend to any claim, demand, and/or cause of action brought by, or for, its own employees or agents. For this purpose, Harrah, by mutual negotiation, waives, as respects Union Gap only, any immunity that would otherwise be available against such claims under the Industrial Insurance act provisions of Title 51 RCW. If Union Gap incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce this article, all such fees expenses and costs shall be recoverable from Harrah.

Union Gap agrees to protect, defend, indemnify and save harmless Harrah, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or resulting from the negligent acts or omissions of Union Gap, its officers, employees or agents under, resulting from or arising out of Union Gaps staff's performance of this agreement. Union Gap agrees that its obligation under this section extend to any claim, demand, and/or cause of action brought by, or for, its own employees or agents. For this purpose, Union Gap by mutual negotiation waives, as respects Harrah only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions or Title 51 RCW. If Harrah incurs any judgment, award, and/or cost arising therefrom including attorney's fees to enforce this article, all such fees, expenses and costs shall be recoverable from Union Gap.

8. INSURANCE: Harrah and Union Gap shall each maintain insurance or self-insurance sufficient to protect the other against all applicable risks arising out of this Agreement. Union Gap and Harrah agree to provide each other with evidence of insurance coverage with minimum liability limits of ONE MILLION DOLLARS (\$1,000,000) for its liability exposure under this agreement, including comprehensive general liability and, to the extent applicable, errors and omissions and auto liability.

- 9. NATURE OF RELATIONSHIP: This agreement shall not be interpreted or construed as creating or evidencing any separate entity, including but not limited to an association, joint venture, partnership, or creating any franchise relationship between the parties or as imposing any obligation or liability on the parties hereto.
- 10. TERMINATION: This agreement may be terminated by mutual agreement upon such terms and conditions as the parties may agree. This Agreement may also be terminated by either party without cause by written notification to the other party at least one (1) month prior to the effective date of termination. This agreement may also be terminated for material breach by either party, provided, such termination shall require written notice to the other to cure the alleged breach within one week, and the parties shall meet to discuss how the breach might be cured and the time in which to cure the breach. If the breach is not cured within such time period, the non-breaching party may immediately terminate the agreement by written notice of termination.
- 11. COUNTERPARTS: This agreement may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document.
- 12. FORCE MAJEURE: Neither party shall be deemed in default and neither shall be liable to the other if either cannot perform its obligations by any fire, earthquake, flood, hurricane, epidemic, accident, explosion, strike, riot, civil disturbance, act of public enemy, embargo, war, military necessity or operations, act of God, any municipal, county, state or federal ordinance or law, any executive order or judicial order, or similar event beyond such party's control.
- 13. SEVERABILITY: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provision will continue in full force without being impaired or invalidated if both parties continue to receive the anticipated benefits of this agreement. The parties agree to replace an invalid provision with a valid provision that most closely approximated the intent and economic effect of the invalid provisions.
- 14. POSTING OF FILING: A copy of this agreement shall be posted on the party's website or filed with the County Auditor, as required by Chapter 39.34 RCW.
- 15. The current or any replacement City Manager of the City of Union Gap shall be the administrator of this agreement. No special budget or funds are anticipated nor shall any be created. The parties do not intend to acquire, hold, or dispose of any real or personal property pursuant to this agreement.
- 16. ASSIGNMENT AND SUBCONTRACTING: No portion of this agreement may be assigned or subcontracted to any other individual or firm or entity without the prior written consent of the other party.

Town of Harrah	City of Union Gap
Mayor	
Date	Date



# City Council Communication

**Meeting Date:** February 24, 2020

**From:** Dennis Henne, Director of Public Works & Community Development

**Topic/Issue:** Resolution – Negotiate an Agreement with Elegant Soccer League

for 2020 Tournament

**SYNOPSIS:** The Elegant Soccer League would like to enter into an Agreement with the City for the purpose of using the Youth Activities Park, including the Barn and Activities Buildings for a May 15 thru May 17, 2020 soccer tournament.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to negotiate an Agreement with Elegant Soccer League for the May 2020 Soccer Tournament.

**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. Tournament Agreement with Elegant Soccer League

# CITY OF UNION GAP, WASHINGTON RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION** authorizing the City Manager to negotiate an Agreement with Elegant Soccer League for a May 15 through May 17, 2020 Soccer Tournament.

WHEREAS, the City of Union Gap owns and operates Youth Activities Park; and

**WHEREAS,** the Elegant Soccer League wishes to utilize the entire Youth Activities Park for a tournament; and

**WHEREAS,** it is the desire of the City Council to permit Elegant Soccer League to use the entire Youth Activities Park subject to certain terms and conditions; and

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

That the City Manager is authorized to negotiate an Agreement with Elegant Soccer League for the May 15 through May 17, 2020 Tournament.

**PASSED** this 24<sup>th</sup> day of February, 2020.

	John Hodkinson, Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Bronson Brown, City Attorney

# **CITY OF UNION GAP**

## and

## **ELEGANT SOCCER LEAGUE**

2020 Tournament Agreement

THIS AGREEMENT is made and dated this _	day of	, 2020, by and
between the CITY OF UNION GAP PARKS I	DEPARTMENT, hereinafter called	the CITY, and Elegant
Soccer League (Non-Profit Corporation UBI	#604 457 863), hereinafter called th	e LEAGUE, upon the
following terms and conditions:		

#### 1. PREMISES:

Upon approval of this agreement, the LEAGUE shall have the right to use the area of the Youth Activities Park (1000 Ahtanum Road; Union Gap, WA 98903) designated on the attached map (Attachment "A") as soccer fields, the designated restrooms, as well as all roads necessary for ingress and egress and those parking lots adjacent to said soccer fields and designated on the attached map as soccer parking for the <u>VALLEY GAP 5V5 SOCCER TOURNAMENT</u>. The LEAGUE will provide, one (1) week prior to the first game of the tournament, a map of the field configuration to the CITY.

#### 2. DURATION:

The LEAGUE shall have the right of use of the premises as the dates and fields under rental dates listed on Attachment "B".

- a. The LEAGUE shall have the right to conduct soccer games together with all activities incidental thereto.
- b. The LEAGUE shall vacate the fields and park by dusk, all field and parking areas shall be cleaned of garbage.

#### 3. CITY RESPONSIBILITIES:

a. The CITY shall supply sufficient litter receptacles for the disposal of all litter and garbage.

#### 4. MOWING:

The soccer fields shall be mowed no earlier than Monday and no later than Friday, before the scheduled event. If the LEAGUE requests an extra mowing the CITY shall mow the fields for the rate of \$54.00 per hour of mowing, to cover the labor and equipment costs.

#### 5. IRRIGATION:

Irrigation shall be done, as needed, prior to the days of soccer play.

## 6. TOILET & HAND WASHING FACILITIES:

The CITY shall designate toilet facilities (Attachment "A") adjacent to the Soccer fields for the LEAGUE's use; said facilities shall be clean and stocked prior to the commencement of that day's soccer play. The LEAGUE shall be responsible for periodic inspections of the toilet facilities throughout the course of soccer activities at the park. The LEAGUE shall have access to toiletry supplies for restocking

the facilities during the LEAGUE's use. In addition to the existing restrooms provided by the CITY, the LEAGUE will order a minimum of eight (8) sani-cans (including two handicap) and three (3) hand washing stations, which will be in place by May 15, 2020, in areas adjacent to soccer field activities with permission for the location obtained from the CITY. The sani-cans will be scheduled for servicing once either late Saturday or early Sunday. The cost of renting the sani-cans and hand washing stations, and the cost of servicing the sani-cans, will be borne by the LEAGUE.

#### 7. RECREATION VEHICLE (RV) PARKING / CAMPING:

RV / Camping is authorized under this agreement. In order to maintain availability of parking in the parking lots for other vehicles, an RV parking area will be provided in the area designated on the map (Attachment "A") and all RV's will be required to park in that area. The LEAGUE will provide directional signage. Five (5) picnic tables will be placed in the camping area for use by the campers. There will be an area for RV parking for day use Saturday & Sunday and an area for RV overnight camping on Friday, May 15 and May 16, 2020. Cost for overnight RV camping will be \$10.00 per RV per night. The LEAGUE will collect the camping fees and make payment to the CITY by Friday, May 15, 2020 for fees collected.

#### 8. DUST CONTROL:

The LEAGUE shall agree to reimburse the CITY the cost related to the use of a City water truck for the control of excessive dust.

#### 9. DUMPSTERS / LITTER PICKUP:

The CITY will furnish garbage cans on the designated soccer fields, parking lots and adjacent areas. If the LEAGUE's volunteers fail to pick up the litter and service the cans associated with the soccer fields, the CITY will pick up the litter. This extra service will be charged at standard rates and billed directly to the LEAGUE as an extra cost under this agreement. In addition to the dumpsters normally provided at the park, five (5) additional 4-yard dumpsters shall be placed adjacent to the concession area near South Parkway. Cost of the additional dumpsters shall be borne by the LEAGUE.

#### 10. LOST AND FOUND:

The CITY shall provide and set up a bin or barrel outside the storage facility. Any items found on the fields can be placed in this container by the LEAGUE volunteers. The CITY staff shall check the container and move the items to the CITY'S lost and found storage.

#### 11. CONCESSION FEES:

Concession sites operated by the LEAGUE are authorized under this agreement. The LEAGUE shall apply and pay for a Business License "Umbrella" through the CITY Clerk's office.

#### 12. PARKING FEES PER DAY

All entry into the park shall be subject to the five (\$5.00) per day parking fee. Passes shall be visible within the vehicle while in the park.

#### 13. TRAFFIC FLAGGING

The CITY will provide all traffic flagging during this tournament utilizing certified Washington State Traffic Control Flaggers. Cost of said flaggers shall be borne by the CITY.

#### 14. LIABILITY:

The LEAGUE shall secure public liability and employee insurance covering bodily injury and property damage in the sum of not less than \$1,000,000 single limit liability coverage. Said policies of insurance shall name the City of Union Gap and their officers and employees as an additional insured. A binder of the original said policy shall be delivered to the Director of Public Works and Community Development of the CITY, or his designee no later than fourteen (14) days prior to the event. If the coverage runs out, or is cancelled, this agreement is therewith cancelled.

#### 14. INDEMNIFICATION:

The LEAGUE shall defend, indemnify and hold harmless the City of Union Gap, its agents and employees, from any and all liability, litigation, damage, loss, injury, expense or cost arising out of this agreement to any property, person or persons.

## 15. NON-DISCRIMINATION POLICY:

The CITY does not discriminate against any person on the basis of gender in the operation, conduct or administration of community athletic programs or sports facilities. The LEAGUE shall uphold the CITY's policy concerning community athletic programs conducted on or in the CITY's parks and recreation facilities. The City's "Non-Discrimination in Community Athletics Programs Policy" (Attachment "C") was created for the purpose of providing equal access to public community athletic programs, and sports facilities, by prohibiting discrimination on the basis of gender.

#### 16. PAYMENT:

a. The LEAGUE shall pay to the CITY the sum of \$ 7,495.00 (Attachment "B"), by delivery of same to the Director of the CITY or his designee; said fee is non-refundable. The LEAGUE shall provide a detailed tournament schedule to the Director of the CITY or his designee, no later than fourteen (14) days prior to the beginning of the tournament; payment will be adjusted according to the actual hours of use. Payment for additional services, if any, shall be paid upon receipt of a billing of Additional Charges (Attachment "B-1").

#### 17. DAMAGES:

If any repair or restoration work is needed, on the fields, as a result of use allowable within this agreement, the work shall be charged at standard rates and billed directly to the LEAGUE as an extra cost.

#### 18. ASSIGNMENT-SUBLETTING:

This agreement shall be for the exclusive use and benefit of the LEAGUE for use of the soccer fields, adjacent areas, designated parking and restrooms. It cannot be transferred, shared or assigned without the expressed written consent of the CITY.

#### 19. ADDITIONAL CONSIDERATION:

- a. The LEAGUE has the use of the designated parking areas (Attachment "A"). It is the responsibility of the LEAGUE to keep soccer members from using undesignated parking area.
- b. The LEAGUE is responsible for advising all members, of the park rules and regulations; a complete copy is on file with the LEAGUE. Specific attention must be given to the 10 M.P.H. speed limits, no parking on the grass rule and parking fees. Participants, and

spectators, must park in designated parking areas only with parking passes visible and on display within their vehicles. The LEAGUE is responsible for advising all members, whose vehicles are parked without a valid parking pass, that they may be subject to a civil penalty of twenty five (\$25) as per Chapter 10.14.040 of the Union Gap Municipal Code.

- c. The LEAGUE is responsible for advising and keeping, all members, coaches, parents and spectators under control. Any type of nuisance is not permitted in City parks. If there shall be an issue, the LEAGUE must contact 9-1-1 and have all individuals involved immediately removed from park premises.
- d. Anyone associated with soccer that moves or removes tables, barbecues, etc., from any area in the park reserved for another group, or anyone associated with soccer who takes over any area of the park reserved for another group shall cause the LEAGUE to be charged an extra cost. The cost shall include the fee for the reservation area plus the reservation area set-up costs and paperwork fees involved to reserve the area for another group.
- e. The LEAGUE is not allowed to charge any additional fees for parking.
- f. A designated storage facility is not authorized under this agreement.
- g. Any additional use of soccer fields beyond what is detailed in Attachment "B" of this agreement by the LEAGUE shall be scheduled through the CITY's park reservation process and billed as Additional Charges (Attachment "B-1") under this agreement. Additional use must be reserved within five (5) business days prior to such use.
- h. The LEAGUE is responsible for abiding by all applicable laws and regulations.

#### 20. EXIT INTERVIEW:

The CITY shall contact the LEAGUE as soon as possible, and no later than one (1) week following the facility use, to review the tournament, additional charges, and to prepare for subsequent events. Following the 2020 Tournament and prior to any future Tournaments, the CITY and LEAGUE shall be able to construct Addendums to this agreement for the purpose of correcting serious concerns.

#### 21. NOTICES:

All official notices required under this agreement shall be given as follows:

Elegant Soccer League

City of Union Gap

Attn: Ciro Ramirez

Attn: Dennis Henne, Director

309 S. 3<sup>rd</sup> Street

P.O. Box 3008

Yakima, WA 98901

Union Gap, WA 98903

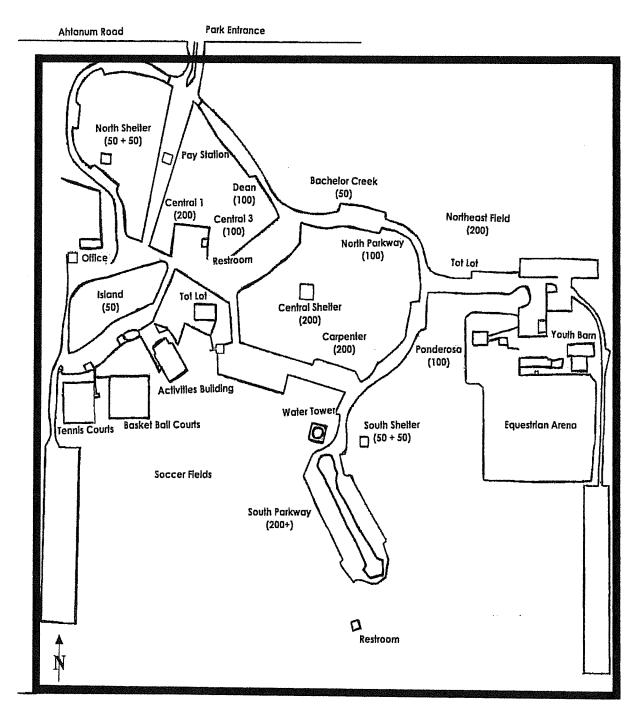
	22.	VERBA	L AGRI	EEMENT:
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No alteration or variation to the terms of this agreement shall be valid unless made in writing and signed by the parties hereto. Oral understandings or agreements, not incorporated herein, shall not be binding, this writing constitutes the complete and final agreement of the parties with respect to the subject matter hereof.

Elegant Soccer League		City of Union Gap	
Ciro Ramirez, President	Date	Arlene Fisher, City Manager	Date
Ciro Kaiiniez, i resident	Date	Affelie Fisher, City Manager	Date

#### ELEGANT SOCCER LEAGUE TOURNAMENT

05.15.2020 through 05.17.2020 Designated Fields, Restrooms & Parking Area



# **ATTACHMENT "B"**

# **ELEGANT SOCCER LEAGUE TOURNAMENT**

05.15.2020 through 05.17.2020 Detail of Charges

Soccer Fields:	Friday, May 15, 2020 Nineteen (19) fields / eleven (11) hours	\$ 627.00
	8 A.M. to 7 P.M. ~ 209 hours X \$3 / hour Saturday, May 16, 2020	\$ 627.00
	Nineteen (19) fields / eleven (11) hours 8 A.M. to 7 P.M. ~ 209 hours X \$3 / hour	
	Sunday, May 17, 2020	\$ 627.00
	Nineteen (19) fields / eleven (11) hours	
	8 A.M. to 7 P.M. ~ 209 hours X \$3 / hour	
Concessions:	Three (3) units @ \$30 / day X 3 days	\$ 270.00
Reservations:	South Parkway @ \$50 / day X 3 days	\$ 150.00
Picnic Sites	Ponderosa @ \$50 / day X 3 days	\$ 150.00
	South Shelter @ \$55 / day X 3 days	\$ 165.00
	Carpenter @ \$50 / day X 3 days	\$ 150.00
	Bachelor Creek @ \$50 / day X 3 days	\$ 150.00
	Northeast Field @ \$50 / day X 3 days	\$ 150.00
	Dean @ \$50 / day X 3 days	\$ 150.00
	North Parkway @ \$50 / day X 3 days	\$ 150.00
	Central 1 @ \$50 / day X 3 days	\$ 150.00
	Central 3 @ \$50 / day X 3 days	\$ 150.00
	Island @ \$50 / day X 3 days	\$ 150.00
	Central Shelter @ \$88 / day X 3 days	\$ 264.00
	North Shelter @ \$55 / day X 3 days	\$ 165.00
Reservations:	Friday, May 15, 2020 ~ Activities Center @ \$175 Friday Set Up Fee	\$ 175.00
Buildings	Saturday, May 16, 2020 ~ Activities Center @ \$800 base (first 2 hrs)	\$ 800.00
	Sunday, May 17, 2020 ~ Activities Center @ \$800 base (first 2 hrs)	800.00
	Friday, May 15, 2020 ~ Youth Barn @ \$275 Friday Set Up Fee	\$ 275.00
	Saturday, May 16, 2020 ~ Youth Barn @ \$600 base (first 2 hrs)	\$ 600.00
	Sunday, May 17, 2020 ~ Youth Barn @ \$600 base (first 2 hrs)	\$ 600.00
	TOTAL	7495.00

#### **ATTACHMENT "B-1"**

#### **ELEGANT SOCCER LEAGUE TOURNAMENT**

05.15.2020 through 05.17.2020 Detail of Additional Charges (if applicable)

Additional Charges for Services Additional Mowing Additional Dust Control	X X	\$54.00 \$54.00 Actual P	hr \$ hr \$ rice \$			
TOTAL			\$	) 	<i></i>	
Following the Event:						
Camp Sites ~ Friday		X	\$5.00	ea	\$	
Camp Sites ~ Saturday		X	\$5.00	ea	\$	
RV Sites ~ Friday		X	\$10.00	ea	\$	·····
RV Sites ~ Saturday		X	\$10.00	ea	\$	
Additional Concessions ~ Friday		X	\$30.00	ea	\$	
Additional Concessions ~ Saturday		X	\$30.00	ea	\$	<del>ru tv</del>
Additional Concessions ~ Sunday		X	\$30.00	ea	\$	·
Additional Charges for Services ~ Friday		X	\$54.00	hr	\$	
Additional Charges for Services ~ Saturday	y	X	\$54.00	hr	\$	
Additional Charges for Services ~ Sunday		X	\$54.00	hr	\$	
Additional Mowing ~ Friday		X	\$54.00	hr	\$	
TOTAL					2	

#### CITY OF UNION GAP – PARKS DEPARTMENT

Non-Discrimination in Community Athletics Programs Policy Adopted 10.22.13 by Resolution No. 1023

The City of Union Gap, in compliance with the mandates of RCW 49.60.505, adopts the following as its official policy concerning community athletics programs conducted on or in City of Union Gap parks and recreation facilities:

#### Purpose:

To establish policy and procedure to provide equal access to public community athletic programs, and sports facilities, by prohibiting discrimination on the basis of gender.

#### Policy:

The City of Union Gap does not discriminate against any person on the basis of gender in the operation, conduct or administration of community athletic programs or sports facilities.

#### Definitions:

Community Athletic Programs - Any athletic program that is organized for the purpose of training for and engaging in athletic activity and competition that is in any way operated, conducted, administered or supported by the City of Union Gap.

Sports Facilities – Any property owned, operated or administered by the City of Union Gap for the purpose of training for and/or engaging in athletic activity and competition.

#### Procedures:

- 1. Community Athletic Programs administered by the City of Union Gap Parks Department (a part of the Public Works Department) will be operated in a manner that promotes equal opportunities for females and males.
- 2. The City of Union Gap Parks Department will allocate and schedule Sports Facilities in a manner that provides equal access to all Community Athletic Programs.
- 3. This policy will be added as a provision of all lease or use agreements administered by the City of Union Gap Parks Department.

- 4. The City of Union Gap will not issue a lease or permit for use of any Sports Facility to a third party that discriminates against any person on the basis of gender in the operation, conduct or administration of a Community Athletic Program.
- 5. The policy will be posted on the City of Union Gap's website, along with the name, office address and office telephone number of any employee responsible for carrying out compliance with this policy.
- 6. This policy and the name, office address and office telephone number of any employee responsible for carrying out compliance with this policy will be included in all City of Union Gap publications that contain information about athletic programs or facilities operated or administered by the City of Union Gap.
- 7. If discrimination is determined, the City of Union Gap should take the appropriate corrective action.

#### Reporting:

Any citizen who feels she or he has been the victim of discriminatory treatment in violation of this policy should report this concern to the Director of Public Works & Community Development or City Manager for appropriate investigation.

Employees Responsible for Carrying out Compliance

City Administrator 102 W. Ahtanum Road 509.248.0432

Dennis Henne
Director of Public Works & Community Development
102 W. Ahtanum Road
509.225.3524
dennis.henne@uniongapwa.gov



## City Council Communication

**Meeting Date:** 

February 24, 2020

From:

Arlene Fisher, City Manager

Topic/Issue:

Park Board Appointment – Georgia Reitmire

**SYNOPSIS:** There are vacancies on the Park Board and one Union Gap Citizens has applied for the position.

**RECOMMENDATION:** Appoint Union Gap Citizen Georgia Reitmire to the Park Board.

**LEGAL REVIEW: N/A** 

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** N/A



## City Council Communication

**Meeting Date:** 

February 24, 2020

From:

Arlene Fisher, City Manager

Topic/Issue:

Planning Commission Appointment - Lorena Fernandez

**SYNOPSIS:** There is one vacancy on the Planning Commission. Lorena Fernandez whom currently is a Park Board member has expressed interest by application in the position.

**RECOMMENDATION:** Appoint Union Gap Citizen Lorena Fernandez to the Planning Commission.

**LEGAL REVIEW: N/A** 

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** N/A

# **CONSENT AGENDA**

#### UNION GAP CITY COUNCIL REGULAR MEETING UNION GAP COUNCIL CHAMBERS

Union Gap, Washington February 10, 2020, Regular Meeting MINUTES

<u>Call to Order</u> Mayor Hodkinson called the Regular Meeting of the Union Gap City

Council to order at 6:00 p.m.

Council Members Murr, Wentz, Galloway, Hansen, Schilling, and Dailey

were present.

Staff Present City Manager Fisher, City Attorney Brown, Police Chief Cobb, Fire

Chief Markham, Public Works & Community Development Director Henne, Civil Engineer Dominguez, Finance and Administration

Director Clifton, Deputy Clerk Treasurer Bisconer.

<u>Audience Present</u> See attached list.

<u>Pledge of Allegiance</u> Council Member Hansen led the pledge of allegiance.

Consent Agenda Motion by Council Member Wentz, second by Council Member Hansen

to approve the consent agenda as follows:

Regular Council Meeting Minutes dated January 27, 2020 as attached to

the Agenda and maintained in electronic format.

Claims Vouchers – EFT's, and Voucher Nos. 100725 through 100765

for February 10, 2020, in the amount of \$153,515.52.

Motion carried unanimously.

Items from the Audience None.

General Items

**Proclamation** 

Resolution No. -20-08 – Proclaiming June 6, 2020 as

Lemonade Day

Greater Yakima Chamber of Commerce, Information & Events Coordinator Amy Lopez addressed the Council to explain the Yakima County Lemonade Day Youth Entrepreneurship Program.

Mayor Hodkinson read into record Resolution No. -20-08 - proclaiming June 6, 2020 as Lemonade Day. Motion by Council Member Murr, second by Council Member Wentz to approve the proclamation. Motion

#### CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES - February 10, 2020

#### carried unanimously.

#### City Manager

Resolution No. – 20-09 – Setting Number of Council Members and Staff Traveling to Conferences and Meeting Motion by Council Member Murr, second by Council Member Galloway to approve Resolution No. – 20-09 – restricting number of Council Members traveling to conferences and meetings. Council member Schilling stated that the Resolution would go against State law. City Attorney Brown responded saying that the Council has the authority to set policy and would not be violating State law. Mr. Matson addressed the Council to state that the Ordinance would help avoid the appearance of the Council violating the open public meetings act. Council Member Murr rescinded his motion. Council Member Wentz then made a motion to approve the Resolution, second by Council Member Galloway. Voting on the motion – Ayes – Wentz, Galloway, Hansen, Dailey and Hodkinson. Nays – Schilling, Murr. Motion passes

Resolution No. – 20-10 – Appointing Library and Community Center Committee Spokesperson Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 20-10 – defining the City Manager as the Project Manager for the Union Gap Library and Community Center project and appointing Georgia Reitmire as the new spokesperson for the Union Gap Library and Community Center Committee. (aka Project). Motion carried unanimously.

### Public Works & Community Development

Resolution No. – 20-11 – Agreement with Elegant Soccer League – Regular Session Motion by Council Member Wentz, second by Council Member Dailey to adopt Resolution No. -20-11 authorizing the City Manager to sign a Facility Use Agreement with the Elegant Soccer League for soccer practices and league play games. Motion carried unanimously.

#### Police Department

Ordinance No. – 2984 – Adopting Chapter 8.54 – Regulation of Camping on Public Property Motion by Council Member Murr, second by Council Member Galloway to adopt Ordinance No. – 2984 – adopting a new Chapter 8.54 to the Union Gap Municipal Code regarding regulation of camping on public property, and other matters relating thereto. Council Member schilling stated that she thought Mayor Hodkinson should recuse himself because he could possibly benefit from the ordinance as he is a realtor. Mayor Hodkinson did not recuse himself. Motion carried unanimously.

#### Items from the Audience

None.

#### City Manager Report

City Manager stated that there was an upcoming YVCOG meeting Feb.

### CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – February 10, 2020

	19, 2020 and asked if those who would like to attend would contact her for scheduling; Working with the town of Harrah to facilitate planning, permitting and inspection processes; Working on the 2020 Budget document and closing out 2019.
Communications/Questions/ Comments	Council Member Hansen thanked Mr. Matson for his input regarding Council Members and staff traveling to conferences and meetings.
Development of Next Agenda	Mayor Hodkinson requested an update from the Library Committee.
Adjournment of Meeting	Mayor Hodkinson adjourned the meeting at 6:26 p.m.
ATTEST:	Arlene Fisher-Maurer, City Manager
Karen Clifton, City Clerk	

### CITY OF UNION GAP REGULAR UNION GAP COUNCIL MEETING SIGN IN SHEET

6:00 P.M. --February 10, 2020

NAME (Please Print) (Date) ADDRESS

Greatin Restmine	2/10/20	314 White SI
Dave Matsoy	1 /12 /2 20 2	22/7 Cornell AVE
Ray 's Maralysi Killorn Lodin GA/10WAY Helza Canatery Josi 2 Stephanie Mun Jan Sheel	7.110/20	108 W PM 2 57
LODIN GALLOWAY	2-10-2020	2711-5-59
Helan Canalay Josia	2-10-2020	402 W ANTanau
Heshanie Mun	2-10-2020	1714 5314 AV
Ja Thul	( ) ( )	50 11/ sarvorall
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## City Council Communication

**Meeting Date:** 

February 24, 2020

From:

Karen Clifton, Director of Finance and Administration

Topic/Issue:

Payroll Vouchers - January 2020

**SYNOPSIS:** 

Payroll Vouchers for the month of January 2020

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 41640 through 41642 and 100767 through 100774 in the amount of \$ 379,352.79.

**LEGAL REVIEW: N/A** 

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** Payroll Voucher Register

CITY OF UNION GAP

Time: 13:16:39 Date: 02/10/2020 MCAG #: 0853 01/01/2020 To: 02/29/2020 Page: 1

MICA	/ICAG #: 0833			U	1/01/2020 10: 02/29/2020	020 Page:		
Trans	Date	Type	Acct #	War#	Claimant	Amount	Memo	
137	01/10/2020	Payroll	2	FFT	CRAIG G BUNTING	206.65	Dec Correction	-
138	01/10/2020	Payroll	2		ERICK MICHAEL DELP		Dec Correction	
139	01/10/2020	Payroll	2	EFT	TRAVIS FISCUS		Dec Correction	
140	01/10/2020	Payroll	2		ROBERT MCRAE		Dec Correction	
141	01/10/2020	Payroll	2		HECTOR A RIVERA		Dec Correction	
150	01/10/2020	Payroll	2		ICMA RETIREMENT		Pay Cycle(s) 01/01/2020 To	
150	01/10/2020	rayion	2	EF I	TRUST#302189	83.01	01/31/2020 - ICMA Retirement Trust	
151	01/10/2020	Payroll	2	EFT	INTERNAL REVENUE SERVICE	215.46	941 Deposit for Pay Cycle(s) 01/01/2020 - 01/31/2020	
152	01/10/2020	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	5.63	Pay Cycle(s) 01/01/2020 To 01/31/2020 - PMFL	
153	01/10/2020	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	103.62	Pay Cycle(s) 01/01/2020 To 01/31/2020 - LEOFF II	
154	01/10/2020	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	133.18	Pay Cycle(s) 01/01/2020 To 01/31/2020 - PERS II	
175	01/09/2020	Payroll	2	EFT	INTERNAL REVENUE SERVICE	249.18	941 Deposit for Pay Cycle(s) 01/09/2020 - 01/09/2020	
176	01/09/2020	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	6.51	Pay Cycle(s) 01/09/2020 To 01/09/2020 - PMFL	
582	02/10/2020	Payroll	2	EFT	LYNETTE BISCONER	4,335.16	January Payroll	
583	02/10/2020	Payroll	2	EFT	RYAN BONSEN	5,627.58	January Payroll	
584	02/10/2020	Payroll	2	EFT	JABAN R BROWNELL		January Payroll	
585	02/10/2020	Payroll	2	EFT	CRAIG G BUNTING		January Payroll	
586	02/10/2020	Payroll	2		JASON G CAVANAUGH		January Payroll	
587	02/10/2020	Payroll	2		NEREDIHT E CHAVEZ		January Payroll	
588	02/10/2020	Payroll	2		KAREN CLIFTON		January Payroli	
589	02/10/2020	Payroll	2		GREGORY COBB	6,509.45	January Payroll	
590	02/10/2020	Payroll	2	EFT	CHRIS DAHL		January Payroll	
591	02/10/2020	Payroll	2	EFT	SANDY L DAILEY		January Payroll	
592	02/10/2020	Payroll	2		ERICK MICHAEL DELP	,	January Payroll	
593	02/10/2020	Payroll	2		TORIN M DELVO		January Payroll	
594	02/10/2020	Payroll	2		DAVID DOMINGUEZ		January Payroll	
595	02/10/2020	Payroll	2		DAMON A DUNSMORE		January Payroll	
596 507	02/10/2020	Payroll	2		TRAVIS FISCUS		January Payroll	
597 598	02/10/2020 02/10/2020	Payroll	2 2		ARLENE F FISHER-MAURER JACK L GALLOWAY		January Payroll January Payroll	
599	02/10/2020	Payroll Payroll	2		DAVID O HANSEN		January Payroll	
600	02/10/2020	Payroll	2		DENNIS HENNE		January Payroll	
601	02/10/2020	Payroll	2		ROBERT M HENNESSY		January Payroll	
602	02/10/2020	Payroll	2		JOHN P HODKINSON JR		January Payroll	
603	02/10/2020	Payroll	2		JARED S HUNT		January Payroll	
604	02/10/2020	Payroll	2		SHAWN R JAMES		January Payroll	
605	02/10/2020	Payroll	2		RUDY M JIMENEZ		January Payroll	
606	02/10/2020	Payroll	2		CHASE KELLOGG		January Payroll	
	02/10/2020	Payroll	2		ALBA L LEVESQUE		January Payroll	
	02/10/2020	Payroll	2		JO LINDER		January Payroll	
	02/10/2020	Payroll	2		TERESA LOPEZ		January Payroll	
	02/10/2020	Payroll	2		VALENTINA MARTINEZ		January Payroll	
	02/10/2020	Payroll	2		HOWARD L MASON		January Payroll	
	02/10/2020	Payroll	2		STACE J MCKINLEY		January Payroll	
	02/10/2020	Payroll	2		ROBERT MCRAE		January Payroll	
	02/10/2020	Payroll	2		JAMES E MURR		January Payroll	
	02/10/2020	Payroll	2		SERGIO E OCHOA		January Payroll	
	02/10/2020	Payroll	2		RONALD PHILLIPS	•	January Payroll	

CITY OF UNION GAP

Time: 13:16:39 Date: 02/10/2020 MCAG #: 0853 01/01/2020 To: 02/29/2020 Page: 2

14101	10 11. 0000			U	1/01/2020 10. 02/29/2020		rage. 2
Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
617	02/10/2020	Payroll	2	EFT	REBECCA R PINA	2,556.05	January Payroll
618	02/10/2020	Payroll	2	EFT	CASEY M RIDDELL	,	January Payroll
619	02/10/2020	Payroll	2	EFT	HECTOR A RIVERA	5,622.54	January Payroll
620	02/10/2020	Payroll	2	EFT	PAUL K SANDERS	4,643.03	January Payroll
621	02/10/2020	Payroll	2	EFT	CURTIS J SANTUCCI	4,628.45	January Payroll
622	02/10/2020	Payroll	2	EFT	KURT W SCHELHAMMER	3,353.17	January Payroll
623	02/10/2020	Payroll	2	EFT			January Payroll
624	02/10/2020	Payroll	2	EFT			January Payroll
625	02/10/2020	Payroll	2		RAYMOND V SUAREZ		January Payroll
626	02/10/2020	Payroll	2		AMANDA L TOWLE		January Payroll
627	02/10/2020	Payroll	2		ERIC B TURLEY		January Payroll
628	02/10/2020	Payroll	2		JENNY V VALLE		January Payroll
629 630	02/10/2020	Payroll	2	EFT	JOSEPH VANICEK		January Payroll
631	02/10/2020 02/10/2020	Payroll	2	EFT EFT	GLORIA A WALTMAN TERRYL D WAY		January Payroll
632	02/10/2020	Payroll Payroll	2 2		ROGER E WENTZ		January Payroll January Payroll
633	02/10/2020	Payroll	2	EFT	TIMOTHY J WILSEY		January Payroll
635	02/10/2020	Payroll	2		AFLAC	•	Pay Cycle(s) 02/01/2020 To
636	02/10/2020	Payroll	2		AWC EMPLOYEE BENEFIT TRUST		Cycle(s) 02/01/2020 To 02/29/2020 - AFLAC; Pay Cycle(s) 02/01/2020 To 02/29/2020 - AFLAC Pre Tax LEOFF 1 RETIREE MEDICAL BENEFITS - 01/20; Pay Cycle(s)
637	02/10/2020	Payroll	2	EFT	HRA VEBA Trust Contributions	5,540.75	02/01/2020 To 02/29/2020 - Medical Pay Cycle(s) 02/01/2020 To
(20	02/10/2020	D 11	2	371 371 PA			02/29/2020 - VEBA - Sick Cash Out
638	02/10/2020	Payroll	2	EFT	ICMA RETIREMENT TRUST #302189 ROTH	2,748.11	Pay Cycle(s) 02/01/2020 To 02/29/2020 - ICMA ROTH - 50CU; Pay Cycle(s) 02/01/2020 To 02/29/2020 - ICMA 457 ROTH
639	02/10/2020	Payroll	2	EFT	ICMA RETIREMENT TRUST#108800	2,136.44	Pay Cycle(s) 02/01/2020 To 02/29/2020 - ICMA MNGT
640	02/10/2020	Payroll	2	EFT	ICMA RETIREMENT TRUST#302189	13,675.36	Pay Cycle(s) 02/01/2020 To 02/29/2020 - ICMA Retirement Trust
641	02/10/2020	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	146.00	Pay Cycle(s) 02/01/2020 To
642	02/10/2020	Payroll	2	EFT	WA STATE DRS - DCP	100.00	02/29/2020 - WSDCS Pay Cycle(s) 02/01/2020 To 02/29/2020 - DRS - DCP
643	02/10/2020	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	1,287.60	Pay Cycle(s) 02/01/2020 To 02/29/2020 - PMFL
644	02/10/2020	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	19,595.86	PAYROLL ROUNDING DEIFFERNCE 01/2020; Pay Cycle(s) 02/01/2020 To 02/29/2020 - LEOFF II
645	02/10/2020	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	29,963.94	Pay Cycle(s) 02/01/2020 To 02/29/2020 - PERS II; Pay Cycle(s) 02/01/2020 To 02/29/2020 - PERS III
172	01/09/2020	Payroll	2	41640	REBECCA R PINA	500.00	
173	01/09/2020	Payroll	2	41641	CASEY M RIDDELL	500.00	
174	01/09/2020	Payroll	2	41642	AMANDA L TOWLE	500.00	
646	02/10/2020	Payroll	2	100767	EMPLOYEE FUND		Pay Cycle(s) 02/01/2020 To
		-					02/29/2020 - Employee Fund

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647	02/10/2020	Payroll	2	100768	TEAMSTERS LOCAL 760	690.00	Pay Cycle(s) 02/01/2020 To 02/29/2020 - Teamsters Dues
648	02/10/2020	Payroll	2	100769	UNION GAP POLICE OFFICERS ASSN	1,500.00	Pay Cycle(s) 02/01/2020 To 02/29/2020 - UGPOA Dues
649	02/10/2020	Payroll	2	100770	USABLE LIFE	76.56	Pay Cycle(s) 02/01/2020 To 02/29/2020 - USAble Life
650	02/10/2020	Payroll	2	100771	WA STATE COUNCIL OF CNTY	734.14	Pay Cycle(s) 02/01/2020 To 02/29/2020 - AFCSME Dues
651	02/10/2020	Payroll	2	100772	WA STATE COUNCIL OF	150.00	Pay Cycle(s) 02/01/2020 To 02/29/2020 - WSCOPO Dues
652	02/10/2020	Payroll	2	100773	WESTERN CONFERENCE OF	2,103.23	Pay Cycle(s) 02/01/2020 To 02/29/2020 - Teamster's Pension
653	02/10/2020	Payroll	2	100774	WESTERN STATES POLICE MEDICAL TRUST	1,086.30	Pay Cycle(s) 02/01/2020 To 02/29/2020 - WSPMT
			ent Expense	Fund		258,752.04	
		101 Street		, ,		42,499.49	
		401 Wate	sit System F	und		6,876.72	
		401 Wate				33,070.96 2,807.88	
		403 Sewe				35,345.70	
						379,352.79	Payroll: 379,352.79



## City Council Communication

**Meeting Date:** February 24, 2020

**From:** Karen Clifton, Director of Finance and Administration

**Topic/Issue:** Claim Vouchers – February 24, 2020

**SYNOPSIS:** Claim Vouchers Dated February 24, 2020

**RECOMMENDATION:** Request Council to approve EFTs and Voucher No. 100766 through 100766 and Voucher Nos. 100775 through 100851. In the amount of \$ 243,854.95.

**LEGAL REVIEW: N/A** 

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS: N/A** 

ATTACHMENTS: 1. Claim Voucher Register

2. Detailed Claim Voucher Register

CITY OF UNION GAP

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14101	en (G II. 0055			U	1/01/2020 10. 12/51/2020		rage.
Trans	Date	Type	Acct #	War#	Claimant	Amount	Memo
699 711	02/07/2020 02/24/2020	Claims Claims	2 2		US BANK - CHECKING WA STATE DEPT OF REVENUE		INV MAINT FEE - 01/2020 EXCISE TAX - 01/2020
918	02/24/2020	Claims	2	EFT	US BANK CARDMEMBER SVC	3,555.41	FOOD FOR SW 20U000428; REVERSE OVERPAYMENT; COUNCIL CHAMBER - WOODEN FLAG POLE, POLE BASES AND FORGE FLAG EAGLEWA ST. FLAG/USA FLAG; FUEL DELP; REIMBURSED WCIA MEETING - FISHER; AWC LEGISLATIVE CONF
921	02/24/2020	Claims	2	EFT	CENTURY LINK - LD	97.29	CIVIC CENTER LONG DISTANCE-02/2020
922	02/24/2020	Claims	2	EFT	OFFICE DEPOT-CITY HALL	53.47	BINDER; STICKY NOTE PAD; PAPER; MR CLEAN SHEETS & WINDEX CLEANER
923	02/24/2020	Claims	2		OFFICE DEPOT-PD		PAPER; TAPE
924	02/24/2020	Claims	2	EFT	SPECTRUM BUSINESS		CIVIC CENTER TV SVC - 02/2020
572	02/06/2020	Claims	2	100766	MEDSTAR CABULANCE,	78,662.64	DIAL A RIDE/FIXED ROUTE-01/2020
925	02/24/2020	Claims	2		A.N.S., INC		NOTARY STAMP -
926	02/24/2020	Claims	2	100776	AMB TOOLS & EQUIPMENT	30.57	LIFT STATION 2 NEW PUMP INSTALL
927	02/24/2020	Claims	2	100777	AMERIFUEL		FUEL 1/16/2020-1/31/2020
928	02/24/2020	Claims	2	100778	CAREY MOTORS		LOF/TRANSMISSION FLUSH/REPLACE REAR HATCH CYLINDER/KEY FOB BATTERY/REPLACE BRAKE PADS/SHOES AND TURN ROTORS/DRUMS/WIPER BLADES VEH 23; LOF VEH 14
929	02/24/2020	Claims	2	100779	CASCADE ANALYTICAL INC	2,109.22	WATER SAMPLING; WW SAMPLING
930	02/24/2020	Claims	2	100780	CASCADE NATURAL GAS CORP	2,725.07	CIVIC CENTER & FIRE DEPT01/2020; 4401 MAIN ST & 4401 MAIN 1/2 -01/2020
931	02/24/2020	Claims	2	100781	CASCADE VALLEY LUBE	191.27	#1027, #1023, #2006 BASIC SVC & #1020 FULL SVC
932	02/24/2020	Claims	2	100782	CENTRAL CHAIN & TRANSMISSION	172.21	JOHN DEERE F935 BEARINGS, JOHN DEERE F935 BEARING & BEARING CUP, JOHN DEERE MOWER BEARINGS
933	02/24/2020	Claims	2	100783	CENTRAL PRE-MIX CONCRETE CO.	645.06	CONCRETE SAND 31.97 TON 01/24/20
934	02/24/2020	Claims	2	100784	CENTRAL VALLEY GLASS INC.	201.25	TRANSIT - CLEAR TEMP; BUS SHELTER @ WA & 18TH ST
935	02/24/2020	Claims	2	100785	CENTRAL WA AG MUSEUM	1,277.50	AG MUSEUM COORDINATOR-01/2020
936	02/24/2020	Claims	2	100786	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES-02/2020
937	02/24/2020	Claims	2	100787	CI SHRED	394.42	SHRED SERVICE-01/2020; SHRED SERVICES JAN 2020
938 939	02/24/2020 02/24/2020	Claims Claims	2 2		CLASSIC PRINTING INC CLIFF'S SEPTIC SERVICE	270.00	UB STATEMENTS-01/2020 RENTM-HANDICAP@YAP & FULLBRIGHT PARK - 01/2020
940	02/24/2020	Claims	2	100790	COLEMAN OIL COMPANY		FUEL; THRU 01.31.20

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Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
941	02/24/2020	Claims	2	100791	CONCRETE SPECIAL TIES INC	168.80	AB & BARN WHITE 10.1 OZ TUBES; 32" SHARP LUTE W/7' HANDLE & T
942	02/24/2020	Claims	2	100792	CORE & MAIN LP	2,074.61	METER BOXES; 90'S & TEES; SADDLE, FLGCPE, GASKETS, BOLT & NUT KITS; WATER LID, METER BOX TOP, BOTTOM, CPLG, WYE QJ FORD; TUBES, NUTS, CONNECTORS, CORP STOPS; REPAIR CLAMPS
943	02/24/2020	Claims	2	100793	D3FINEADSADVANCED DIVING SERVICE, INC.	5,766.05	CLEAN & INSPECT RESERVOIRS; JANUARY
944	02/24/2020	Claims	2	100794	DEXYP	310.78	PARK AD-02/2020
945	02/24/2020	Claims	2		DOOLEY ENTERPRISES INC	3,981.71	
946	02/24/2020	Claims	2		EDGE CONSTRUCTION SUPPLY	•	LOCATE PAINT, SAFETY VESTS, GLASSES, RESPIRATOR; ADVANCED CUP WHEEL
947	02/24/2020	Claims	2	100797	FASTENAL		TAPER PIPE TAP; SPLICE CONNECTOR, RUBBER SEALANT; SCREWS, WASHERS, NUTS; LATEX GRIP GLOVES, HEX CAP SCREW, FLAT WASHER; FLUTE BOTTOMING TAP; STRAIGHT HANDLE STEEL TAP WRENCH
948 949	02/24/2020 02/24/2020	Claims Claims	2 2		G.S. LONG CO., INC. GAP AUTO PARTS - PW		CASORON STARDRIVER SET, COUPLER REMOVER, SCOTCHBRITE; GASKET SET, WATER PUMP, HEATER HOSE, IDLER PULLEYS, MICRO V AT BELTS, THERMOSTAT; CREDIT EXCHANGE; MICRO V AT BELT; BRAKELEEN, V BELT; CONE FILTER WITH
950	02/24/2020	Claims	2	100800	GENE WEINMANN CONSULTING	196.63	CDBG COORDINATOR & POSTAGE/SUPPLY
951	02/24/2020	Claims	2	100801	GRANT J HUNT CO	4,182.68	DESIGN & MARKETING-01/2020 & PHOTOGRAPHY, TWITTER ADVERSTING
952	02/24/2020	Claims	2	100802	INK LINK INCORPORATED	410.00	STAINLESS STEEL BANDS
953	02/24/2020	Claims	2	100803	INTERNATIONAL ASSOC OF CHIEF OF POLICE	190.00	FOR POLES-100 QTY 2020 DUES COBB
954	02/24/2020	Claims	2	100804	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY-02/2020
955	02/24/2020	Claims	2	100805	LOWES COMPANY INC		STEP-IN FENCE POSTS FOR PLANNING BOARDS; 110 FL OZ SHOWCASE SEMI B; KNIT ROL, MASKING TAP, WOVN ROLL, 2 IN CHIP; WCMN 48 CT 1 IN OATMEAL, 1/2X60 IN OATMEAL, MAGIC
956	02/24/2020	Claims	2	100806	LOWES COMPANY INC	57.31	PADLOCK
957	02/24/2020	Claims	2	100807	LTI INC	5,100.01	NON CORROSION INHIBITED GRADATION ROAD SALT; 33.85 SHORT TON

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Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
958	02/24/2020	Claims	2	100808	MANSFIELD ALARM CO INC	314.58	CIVIC CENTER-FIRE ALARM/ALARM
959	02/24/2020	Claims	2	100809	MENKE JACKSON BEYER LLP	531.00	MONITORING; FIRE DEPT. RE: CONFLICT OF INTEREST
960	02/24/2020	Claims	2	100810	MIWALL CORP	657.39	HORN 308 WIN AMAX TAP 20 AMMO
961 962	02/24/2020 02/24/2020	Claims Claims	2 2	100811 100812	MOBILE FLEET SERVICE INC MORTONS SUPPLY		BRUSH NEW PUMP INSTALL AT LS 2; DRYING BED; OLD TOWN ROAD DISPLAY; WATER SUPPLIES
963	02/24/2020	Claims	2	100813	ROBERT R NORTHCOTT	145.00	PUBLIC DEFENDER-02/06/2020-02/18/2 020
964	02/24/2020	Claims	2	100814	SERGIO E OCHOA	150.00	2020 SAFETY BOOTS REIMBURSEMENT
965	02/24/2020	Claims	2	100815	OWEN EQUIPMENT CO	1,529.80	STORMWATER SUPPLIES; HOSE SUCTION, CENTER BOARD
966	02/24/2020	Claims	2	100816	PACIFIC POWER	23,316.87	WELLS; AREA LIGHTS; STREETS LIGHTS; TRAFFIC LIGHTS & LONGFIBER-01/2020; CIVIC CENTER & FIRE DEPT 02/2020; LIFT STATION - 02/2020
967 968	02/24/2020 02/24/2020	Claims Claims	2 2		PETTY CASH PRECISION METAL WORKS LLC		MISC RECEIPTS - 02/2020 JOHN DEERE F935; BUILD UP/ TEAR DOWN SPLINE SHAFT TO FIT BEARINGS
969	02/24/2020	Claims	2	100819	PUMP TECH INC	3,981.58	LS 2; GOULDS MODEL PRODUCT
970	02/24/2020	Claims	2	100820	REPUBLIC PUBLISHING CO	253.21	CLASS 2 REVIEW- O. VERDUZCO TRI-PLEX; SUMMARY OF ORD# 2984
971	02/24/2020	Claims	2	100821	SANTANDER LEASING LLC	28,720.96	PO#4EN6AAA87C1007107
972	02/24/2020	Claims	2	100822	SHERWIN-WILLIAMS COMPANY	,	PAINT FOR ACTIVITIES BUILDING
973	02/24/2020	Claims	2	100823	SHUELS WHOLESALE LUMBER	278.77	4X4 X12 ACQ PT
974	02/24/2020	Claims	2	100824	SIX ROBBLEES	331.87	DURALUX WORK LIGHT
975	02/24/2020	Claims	2		DON C. SMITH	18.69	LEOFF 1 RETIREE RX
976	02/24/2020	Claims	2	100826	SORACCO LANDSCAPING MATERIALS	165.29	READY MIX FOR SOCCER FIELD
977	02/24/2020	Claims	2	100827	SUNNYSIDE COMMUNITY HOSPITAL ASSOC		HEP B VACCINATION; DELVO, MASON, SUAREZ
978	02/24/2020	Claims	2	100828	THE HOME DEPOT PRO	221.03	TOILET PAPER ROLLS, TISSUE, VEHICLE CLEANING BRUSH
979	02/24/2020	Claims	2	100829	THE PRINT GUYS INC.		HODKINSON;GALLOWAY;H ANSE;MURR-BUSINESS CARDS
980	02/24/2020	Claims	2	100830	THE ROTARY CLUB OF YAKIMA		DUES/MEALS-JAN,FEB & MARCH 2020
981	02/24/2020	Claims	2	100831	TRUE LAW GROUP, PS	2.035.00	PUBLIC DEFENDER
982	02/24/2020	Claims	2		U.S. CELLULAR		PHONES/MODEMS 1/26/20-2/25/20
983	02/24/2020	Claims	2	100833	U.S. LINEN & UNIFORM		UNIFORM SERVICE; 12.30, 01.06, 01.13; 01.20; 01.27
984	02/24/2020	Claims	2	100834	UNION GAP	100.00	REIMBURSE #1913; REIMBURSE #1914

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Trans	Date	Туре	Acct #	War #	Claimant	Amount	Memo
985	02/24/2020	Claims	2	100835	UNITED PARCEL SERVICE	158.94	SHIPPING JAN 2020
986	02/24/2020	Claims	2	100836	UNITED STATES POSTAL SERVICE	240.00	2020 USPS MARKETING MAIL - ANNUAL MAILING FEE
987	02/24/2020	Claims	2	100837	UNITED STATES POSTMASTER	764.98	UB POSTAGE-02/2020
988	02/24/2020	Claims	2	100838	VALLEY LOCK & KEY SERVICE	152.56	ENTRY LEVER, GR2 CH; ACTIVITIES BUILDING
989	02/24/2020	Claims	2	100839	WA STATE DEPT OF LICENSING	90.00	CPLS JAN 2020
990	02/24/2020	Claims	2	100840		2,821.21	MANUFACTURE & SHIP SIGNS; SIGNAL MAINT, REPAIR & ADDITIONS
991	02/24/2020	Claims	2	100841	WA STATE PATROL	79.50	BACKGROUNDS JAN 2020
992	02/24/2020	Claims	2	100842	WASHINGTON TRACTOR	3,095.49	JOHN DEER F935 TRACTOR TUNE UP/REPAIR PARTS; TANK & CLUTCH; RETURN CLUTCH; V-BELT; 1145 JOHN DEERE TRACTOR TUNE UP/REPAIR PARTS
993	02/24/2020	Claims	2	100843	YAKIMA AIR COMPRESSOR	42.58	DUAL FOOT INFLATOR GAUGE; MALE / FEMALE PLUG INDUSTRIAL
994	02/24/2020	Claims	2	100844	YAKIMA CO PUBLIC SERVICES	10,508.24	MAIN ST IMPROVEMENTS; APPRAISAL; REC CLOSE; R / WP, STAKING & MLK SIDEWALK & SAFETY
995	02/24/2020	Claims	2	100845	YAKIMA CO TREASURER	810.75	2020 MOSQUITO ASSESSMENT; 2020 MOSQUITO ASSESSMENT
996	02/24/2020	Claims	2	100846	YAKIMA COOPERATIVE ASSN	369.00	BULK PROPANE-ACTIVITIES BUILDING
997	02/24/2020	Claims	2	100847	YAKIMA DRY CLEANERS - NOB HILL	12.88	DRY CLEAN CHIEF
998	02/24/2020	Claims	2	100848	YAKIMA HUMANE SOCIETY	,	ANIMAL CONTROL SERVICE-01/2020
999	02/24/2020	Claims	2	100849	YAKIMA VALLEY CONFERENCE	•	UG TECH ASSISTANCE CONTRACT-09/2019; LAND USE PLANNING-01/2020
1000	02/24/2020	Claims	2	100850	YAKIMA WASTE SYSTEMS INC	1,268.86	WASTE-01/2020
1001	02/24/2020	Claims	2	100851	YORKS PEST CONTROL, LLC		QUARTERLY PEST CONTROL
		001 Curre	nt Expense	Fund		52,640.18	
		101 Street	Fund			21,450.78	
			ention Cent			5,027.50	
			sm Promoti		und	2,515.68	
			ruck Resert Developme		re Fund	28,720.96 10,508.24	
			it System F		V I WIM	78,944.56	
			ng Rehabili		nd	196.63	
		401 Water	Fund			21,363.64	
		402 Garba				8,644.87	
		403 Sewer				13,228.89	
		404 Water	Improvem	ent Keserv	⁄e	613.02	Claims: 243,854.95
						243,854.95	Claims: 243,854.95
						~ ,	

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MCA	AG #: 0853			U	1/01/2020	To: 12/31	/2020		Page:
Trans	Date	Type	Acct #	War #	Claimant			Amount	Memo
699	02/07/2020	Claims	2	EFT	US BANK -	CHECKI	NG	24.00	INV MAINT FEE - 01/2020
		001 - 514	23 49 00 - 1	MISCELI	LANEOUS		24.00		
711	02/24/2020	Claims	2	EFT	WA STATE REVENUE		र	11,988.60	EXCISE TAX - 01/2020
					AL TAXES		101.39		
					AL TAXES AL TAXES		3,839.64 613.02		
					AL TAXES		1,430.90		
		402 - 537	50 49 01 - 1	EXTERN	AL TAXES		5,722.30		
					AL TAXES		281.35		
918 02/24/2020	Claims	2	EFT	US BANK ( SVC	CARDMEN	MBER	3,555.41	FOOD FOR SW 20U000428; REVERSE OVERPAYMENT; COUNCIL CHAMBER - WOODEN FLAG POLE, POLE BASES AND FORGE FLAG EAGLE—WA ST. FLAG/USA FLAG; FUEL DELP; REIMBURSED WCIA MEETING - FISHER; AWC LEGISLATIVE CONF	
		001 - 511	60 31 01 - 5	SHPPI IF	S		234.38		
			60 43 00 - 7				282.26		
			10 43 01 - 7				402.50		
			10 43 01 - 7		IN UNIFORM	IC & E(	915.33 86.39		
					IN MISCELL		54.10		
		001 - 521	21 32 01 - 1	LEAD TA	SK FORCE -	FUEL	227.00		
					NING TRAVE		-3.00		
					NING TRAVI NING MISCE		767.45 589.00		
21	02/24/2020	Claims	2		CENTURY			97.29	CIVIC CENTER LONG DISTANCE-02/2020
			20 42 00 - 0				61.34		
			50 42 00 - 0				7.06		
			50 42 00 - 0 50 42 00 - 0				6.97 7.78		
			30 42 00 - 0				6.97		
		001 - 558	60 42 00 - 0	COMMUI	NICATION		7.17		
22	02/24/2020	Claims	2	EFT	OFFICE DE	EPOT-CIT	Y HALL	53.47	BINDER;STICKY NOTE PAD; PAPER; MR CLEAN SHEETS & WINDEX CLEANER
			30 31 00 - S				29.72		
		001 - 518	31 31 00 - 8				23.75		
23	02/24/2020	Claims	2	EFT	OFFICE DE	EPOT-PD		127.55	PAPER; TAPE
			10 31 01 - F 22 31 00 - F		ICAL SUPPL SUPPLIES	IES	107.00 20.55		
24	02/24/2020	Claims	2	EFT	SPECTRUM	A BUSINES	SS	95.89	CIVIC CENTER TV SVC - 02/2020
		001 - 518	20 47 00 - I	JTILITIE	S/CIVIC CAN	MPUS	36.56		
			50 47 00 - U				9.89		
			50 47 00 - U 50 47 00 - U				9.89 9.89		
			30 47 00 - C 30 47 00 - U				9.89		
					JTILITY SER	VICES	9.89		
			80 47 00 - U				9.88		
72	02/06/2020	Claims	2	100766	MEDSTAR INC.	CABULAN	NCE,	78,662.64	DIAL A RIDE/FIXED ROUTE-01/2020
		128 - 547	60 49 00 - 7	ΓRANSIT	SERVICE PA	AYME	78,662.64		
25	02/24/2020	Claims	2	100775	A.N.S., INC			56.21	NOTARY STAMP - BISCONER

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IVICE	NG #: 0833			U	1/01/2020 10: 1	2/31/2020		Page:	2
Trans	Date	Type	Acct #	War #	Claimant		Amount	Memo	
		001 - 514	30 31 00 -	- SUPPLIE	S	56.21			
926	02/24/2020	Claims	2	100776	AMB TOOLS &	EQUIPMENT	30.57	LIFT STATION 2 NEW PUMI INSTALL	•
		403 - 535	50 48 00 -	REPAIRS	& MAINTENANC	E 30.57			
927	02/24/2020	Claims	2	100777	AMERIFUEL		2,056.93	FUEL 1/16/2020-1/31/2020	
		001 - 521 001 - 521 001 - 521 001 - 521	10 49 00 - 21 32 01 - 22 32 00 - 22 32 00 -	· LEAD TA · PATROL · PATROL	IN MISCELLANEO ASK FORCE - FUEI FUEL	146.33 1,507.57 98.00	FINANCE CI	HARGE	
928	02/24/2020	Claims	2		CAREY MOTOR		998.87	LOF/TRANSMISSION FLUSH/REPLACE REAR HATCH CYLINDER/KEY FO BATTERY/REPLACE BRAKI PADS/SHOES AND TURN ROTORS/DRUMS/WIPER BLADES VEH 23; LOF VEH 1	C
					IN REPAIRS & MA REPAIRS & MAIN				
929	02/24/2020	Claims	2	100779	CASCADE ANAI	LYTICAL	2,109.22	WATER SAMPLING; WW SAMPLING	
					SIONAL SERVICES SIONAL SERVICES				
930	02/24/2020	Claims	2	100780	CASCADE NATU	JRAL GAS	2,725.07	CIVIC CENTER & FIRE DEPT01/2020; 4401 MAIN ST 4401 MAIN 1/2 -01/2020	&
			50 47 00 - 50 47 00 -	FD FACILUTILITIE		1,112.36 407.07 237.37 968.27			
931	02/24/2020	Claims	2	100781	CASCADE VALL	EY LUBE		#1027, #1023, #2006 BASIC SV #1020 FULL SVC	€ &
		401 - 534 : 403 - 535 : 101 - 542 : 101 - 542 : 101 - 542 : 101 - 542 : 128 - 547 :	50 48 00 - 50 48 00 - 30 48 00 - 66 48 00 - 67 48 00 - 70 48 00 - 60 48 00 -	REPAIRS REPAIRS REPAIRS REPAIRS REPAIRS REPAIRS	ATER REPAIRS & & MAINTENANC!	87.95 24.15 17.02 22.97 3.73 17.36 8.18			
932	02/24/2020	Claims	2	100782	CENTRAL CHAI TRANSMISSION	N &		JOHN DEERE F935 BEARING JOHN DEERE F935 BEARING BEARING CUP, JOHN DEERI MOWER BEARINGS	&
		001 - 576 8	30 48 00 -	REPAIRS	& MAINTENANCI	172.21			
933	02/24/2020	Claims	2	100783	CENTRAL PRE-N CONCRETE CO.	MIX		CONCRETE SAND 31.97 TON 01/24/20	
		001 - 576 8	30 31 00 -	SUPPLIES	S	645.06			
934	02/24/2020	Claims	2	100784	CENTRAL VALLINC.	EY GLASS		TRANSIT - CLEAR TEMP; BU SHELTER @ WA & 18TH ST	S
		128 - 547 (	50 31 00 -	OFFICE &	OPERATING SUP	201.25			
935	02/24/2020	Claims	2	100785	CENTRAL WA A MUSEUM	.G	1,277.50	AG MUSEUM COORDINATOR-01/2020	

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Trans	Date	Type	Acct #	War #	Claimant		Amount	Memo	
		107 - 571	10 41 00 -	PROF SV	CS-AG MUSEUM	1,277.50	<del></del>		
936	02/24/2020	Claims	2	100786	CENTRAL WASHI FAIR ASSOC.	INGTON	2,083.00	MARKETING & SALES-02/2020	
		108 - 557	30 44 01 -	STATE F	AIR PARK SALES F	2,083.00			
937	02/24/2020	Claims	2	100787	CI SHRED		394.42	SHRED SERVICE-01/2020; SHRED SERVICES JAN 2020	
					SIONAL SERVICES	37.09			
					SIONAL SERVICES	37.09			
					SIONAL SERVICES SIONAL SERVICES	37.09			
					LITIES PROFESSIO	37.09 172.32			
					SIONAL SERVICES	18.55			
					SIONAL SERVICES	7.42			
					SIONAL SERVICES	7.42			
					SIONAL SERVICES	7.42 7.42			
					SIONAL SERVICES	18.55			
					SIONAL SERVICES	6.96			
938	02/24/2020	Claims	2	100788	CLASSIC PRINTIN	NG INC	170.95	UB STATEMENTS-01/2020	
					SIONAL SERVICES	56.98			
					SIONAL SERVICES SIONAL SERVICES	56.98			
939	02/24/2020	Claims	2		CLIFF'S SEPTIC S	56.99	270.00	RENTM-HANDICAP@YAP &	
737	02/24/2020		-		NG RENTALS & LI		2/0.00	FULLBRIGHT PARK - 01/2020	
940	02/24/2020	Claims	2 2		COLEMAN OIL CO	270.00	2 001 60	FUEL; THRU 01.31.20	
740	02/24/2020						2,091.00	10EE, 11100 01.31.20	
		403 - 531 3			ATER FUEL	61.13 751.45			
		403 - 535				513.09			
		402 - 537 5				2.73			
			30 32 00 - 1			588.17			
		101 - 542 (	66 32 00 - 1 67 32 00 - 1			201.85			
		101 - 542				366.33 241.53			
		128 - 547 (			NSUMED	72.49			
		001 - 576 8	30 32 00 - I	FUEL		92.91			
941	02/24/2020	Claims	2	100791	CONCRETE SPECI	IAL TIES	168.80	AB & BARN WHITE 10.1 OZ TUBES; 32" SHARP LUTE W/7' HANDLE & T CONNECTOR	
		101 - 542 3			•	139.82	·		
0.40	02/24/2020	001 - 576 8				28.98		METER ROVES, soil a TERS	
942	02/24/2020	Claims	2	100792	CORE & MAIN LP		2,074.61	METER BOXES; 90'S & TEES; SADDLE, FLGCPE, GASKETS, BOLT & NUT KITS; WATER LID, METER BOX TOP, BOTTOM, CPLG, WYE QJ FORD; TUBES, NUTS, CONNECTORS, CORP STOPS; REPAIR CLAMPS	
		401 - 534 5	50 31 00 - 5	SUPPLIES	S	2,074.61			
943	02/24/2020	Claims	2	100793	D3FINEADSADVAI DIVING SERVICE,		5,766.05	CLEAN & INSPECT RESERVOIRS; JANUARY 2020	
		401 - 534 5	50 41 00 - I	PROFESS	IONAL SERVICES	5,766.05			
944	02/24/2020	Claims	2	100794	DEXYP		310.78	PARK AD-02/2020	
		001 - 576 8	30 44 00 - A	ADVERT	SING	310.78			
<b>145</b>	02/24/2020	Claims	2	100795	DOOLEY ENTERP	RISES	3,981.71	AMMO	
		001 521 4	10 21 00 1	מא מדי מנ	IDAIC CLIDDLIEC	2 001 71			

3,981.71

001 - 521 40 31 00 - PD TRAINING SUPPLIES

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946		Type A	cct #	War #	Claimant		Amount	Memo
	02/24/2020	Claims	2	100796	EDGE CONSTRUC SUPPLY	CTION	619.60	LOCATE PAINT, SAFETY VESTS, GLASSES, RESPIRATOR; ADVANCED CUI WHEEL
		401 - 534 50	21 00 -	UNIFORM	MS & EQUIPMENT	44.20		
		401 - 534 50				79.72		
					MS & EQUIPMENT	44.20		
		403 - 535 50				79.72		
					MS & EQUIPMENT	44.20		
		402 - 537 50 1 101 - 542 30			S MS & EQUIPMENT	79.72 44.20		
		101 - 542 30				79.72		
		001 - 576 80	21 00 -	UNIFORM	MS & EQUIPMENT	44.20		
		001 - 576 80	31 00 -	SUPPLIE	S	79.72		
<b>947</b>	02/24/2020	Claims	2	100797	FASTENAL		271.74	TAPER PIPE TAP; SPLICE CONNECTOR, RUBBER SEALANT; SCREWS, WASHERS, NUTS; LATEX GRIF GLOVES, HEX CAP SCREW, FLAT WASHER; FLUTE BOTTOMING TAP; STRAIGHT HANDLE STEEL TAP WRENCH
		401 - 534 50	31 00 -	SUPPLIES	S	20.96		
		403 - 535 50			-	63.60		
		403 - 535 50 3			S OOLS & EQUIPME	20.96		
		402 - 537 50				39.32 20.96		
		101 - 542 30				21.00		
		001 - 576 80	31 00 -	SUPPLIES	3	20.96		
		001 - 576 80	48 00 -	REPAIRS	& MAINTENANCE	63.98		
48	02/24/2020	Claims	2		G.S. LONG CO., IN		167.83	CASORON
		101 - 542 70	31 00 -	SUPPLIES	8	167.83		
049	02/24/2020	Claims	2	100799	GAP AUTO PARTS	5 - PW	517.39	STARDRIVER SET, COUPLER REMOVER, SCOTCHBRITE; GASKET SET, WATER PUMP, HEATER HOSE, IDLER PULLEYS, MICRO V AT BELTS, THERMOSTAT; CREDIT EXCHANGE; MICRO V AT BELT; BRAKELEEN, V BELT; CONE FILTER WITH OI
		403 - 531 30 4	48 00 -	STORMW	ATER REPAIRS &	138.60		
		401 - 534 50 3				2.00		
		403 - 535 50 3			& MAINTENANCE	2.01 12.46		
		101 - 542 30 3				11.67		
		101 - 542 30 3				2.00		
					& MAINTENANCE	18.67		
		101 - 542 66 4	48 OO <b>-</b>	ICLI I IIICO		10.07		
		001 - 576 80 3	31 00 -	SUPPLIES		11.35		
		001 - 576 80 3 001 - 576 80 3	31 00 - 31 00 -	SUPPLIES SUPPLIES	3	11.35 2.00		
		001 - 576 80 3 001 - 576 80 3 001 - 576 80 3	31 00 - 31 00 - 35 00 -	SUPPLIES SUPPLIES SMALL T	S OOLS & EQUIPME	11.35 2.00 23.00		
50	02/24/2020	001 - 576 80 3 001 - 576 80 3 001 - 576 80 3	31 00 - 31 00 - 35 00 -	SUPPLIES SUPPLIES SMALL T REPAIRS	3	11.35 2.00 23.00 293.63		CDBG COORDINATOR & POSTAGE/SUPPLY
50	02/24/2020	001 - 576 80 3 001 - 576 80 3 001 - 576 80 3 001 - 576 80 4 Claims	31 00 - 31 00 - 35 00 - 48 00 - 2	SUPPLIES SUPPLIES SMALL T REPAIRS 100800 SUPPLIES	OOLS & EQUIPME & MAINTENANCE GENE WEINMANN CONSULTING	11.35 2.00 23.00 293.63		
	02/24/2020 02/24/2020	001 - 576 80 3 001 - 576 80 3 001 - 576 80 3 001 - 576 80 4 Claims	31 00 - 31 00 - 35 00 - 48 00 - 2	SUPPLIES SUPPLIES SMALL T REPAIRS 100800 SUPPLIES PROFESS	S OOLS & EQUIPME & MAINTENANCE GENE WEINMANN CONSULTING	11.35 2.00 23.00 293.63 8 84.13 112.50	4,182.68	

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Trans	Date	Type	Acct #	War #	Claimant		Amount	Memo
952	02/24/2020	Claims	2	100802	INK LINK INCORP	ORATED	410.00	STAINLESS STEEL BANDS FOR POLES-100 QTY
		001 - 571	20 31 00 -	COMM E	NHANCEMENT-SU	410.00		
953	02/24/2020	Claims	2	100803	OF CHIEF OF POLI		190.00	2020 DUES COBB
		001 - 521	10 49 00 -	PD ADM	IN MISCELLANEOI	190.00		
954	02/24/2020	Claims	2	100804	LAW OFFICES OF MARGITA DORNA	Y	14,500.00	PROSECUTING ATTORNEY-02/2020
		001 - 515	31 41 02 -	LEGAL S	ERVICES - PROS. F	14,500.00		
955	02/24/2020	Claims	2	100805	LOWES COMPANY	'INC	161.19	STEP-IN FENCE POSTS FOR PLANNING BOARDS; 110 FL OZ SHOWCASE SEMI B; KNIT ROL, MASKING TAP, WOVN ROLL, 2 IN CHIP; WCMN 48 CT 1 IN OATMEAL, 1/2X60 IN OATMEAL, MAGIC ERASERS
			60 31 00 - 80 31 00 -			9.48 151.71		
956	02/24/2020	Claims	2	100806	LOWES COMPANY	' INC	57.31	PADLOCK
		001 - 521	50 31 00 -	PD FACII	LITIES SUPPLIES	57.31		
957	02/24/2020	Claims	2	100807	LTI INC		5,100.01	NON CORROSION INHIBITED GRADATION ROAD SALT; 33.85 SHORT TON
		101 - 542	66 31 00 -	SUPPLIE	S	5,100.01		
958	02/24/2020	Claims	2	100808	MANSFIELD ALAR INC	M CO	314.58	CIVIC CENTER-FIRE ALARM/ALARM MONITORING; FIRE DEPT.
		001 - 518	20 41 00 -	PROF. SE	RVICES	314.58		
959	02/24/2020	Claims	2		MENKE JACKSON LLP		531.00	RE: CONFLICT OF INTEREST
		001 - 515	41 41 00 -	EXTERN	AL LEGAL SERVIC	531.00		
960	02/24/2020	Claims	2	100810	MIWALL CORP		657.39	HORN 308 WIN AMAX TAP 20 AMMO
					NING SUPPLIES	657.39		
961	02/24/2020	Claims	2	100811	MOBILE FLEET SE INC	RVICE	35.44	BRUSH
		401 - 534 : 403 - 535 : 101 - 542 : 001 - 576 :	50 31 00 - 30 31 00 -	SUPPLIES SUPPLIES	S S	8.86 8.86 8.86 8.86		
962	02/24/2020	Claims	2	100812	MORTONS SUPPLY	,		NEW PUMP INSTALL AT LS 2; DRYING BED; OLD TOWN ROAD DISPLAY; WATER SUPPLIES
		401 - 534	50 31 00 -	SUPPLIES	5	29.71		
					& MAINTENANCE & MAINTENANCE	36.70 487.99		
963	02/24/2020	Claims	2	100813	ROBERT R NORTH	COTT	145.00	PUBLIC DEFENDER-02/06/2020-02/18/202
		001 - 515 9	91 41 03 -	LEGAL S	ERVICES-PUBLIC	145.00		
964	02/24/2020	Claims	2	100814	SERGIO E OCHOA			2020 SAFETY BOOTS REIMBURSEMENT
		403 - 535 3 101 - 542 3	50 21 00 - 30 21 00 -	UNIFORN UNIFORN	AS & EQUIPMENT AS & EQUIPMENT AS & EQUIPMENT	37.50 37.50 37.50		
		001 - 576	30 21 00 -	UNIFORM	IS & EQUIPMENT	37.50		

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Trans	Date	Type	Acct #	War #	Claimant		Amount	Memo	
965	02/24/2020	Claims	2	100815	OWEN EQUIPME	NT CO	1,529.80	STORMWATER SUPPLIES; HOSE SUCTION, CENTER BOARD	
		403 - 531	30 31 00 -	STORMV	VATER - SUPPLIES	1,529.80			
966	02/24/2020	Claims	2	100816	PACIFIC POWER		23,316.87	WELLS; AREA LIGHTS; STREETS LIGHTS; TRAFFIC LIGHTS & LONGFIBER-01/2020; CIVIC CENTER & FIRE DEPT 02/2020; LIFT STATION - 02/2	
	,		50 47 00 - 50 47 00 - 50 47 00 - 63 47 00 - 64 47 00 -	FD FACILUTILITIE UTILITIE UTILITIE UTILITIE	SS SS SS	1,366.47 566.28 7,405.89 2,385.31 8,939.50 715.00 1,938.42			
967	02/24/2020	Claims	2		PETTY CASH		6.46	MISC RECEIPTS - 02/2020	
		001 - 511 (				6.46			
968	02/24/2020	Claims	2	100818	PRECISION METALLC	AL WORKS	151.34	JOHN DEERE F935; BUILD UTEAR DOWN SPLINE SHAFT TO FIT BEARINGS	
		001 - 576 8	80 48 00 -	REPAIRS	& MAINTENANCE	151.34			
969	02/24/2020	Claims	2		PUMP TECH INC		3,981.58	LS 2; GOULDS MODEL PRODUCT	
			50 41 00 -		SIONAL SERVICES	3,981.58			
970	02/24/2020	Claims	2	100820	REPUBLIC PUBL	ISHING CO	253.21	CLASS 2 REVIEW- O. VERDUZCO TRI-PLEX; SUMMARY OF ORD# 2984	
		001 - 511 6 001 - 558 6			L PUBLICATIONS ISING	58.03 195.18			
971	02/24/2020	Claims	2	100821	SANTANDER LEA	SING LLC	28,720.96	PO#4EN6AAA87C1007107	
		113 - 594 2	22 70 00 -	CAPITAL	IZED LEASES - PR	28,720.96			
972	02/24/2020	Claims	2	100822	SHERWIN-WILLI COMPANY	AMS	351.17	PAINT FOR ACTIVITIES BUILDING	
		001 - 576 8	30 31 00 -	SUPPLIES	5	351.17			
973	02/24/2020	Claims	2	100823	SHUELS WHOLES LUMBER	SALE	278.77	4X4 X12 ACQ PT	
		101 - 542 6	54 31 00 -	SUPPLIES	5	278.77			
974	02/24/2020	Claims	2	100824	SIX ROBBLEES		331.87	DURALUX WORK LIGHT	
		403 - 531 3	30 48 00 -	STORMW	ATER REPAIRS &	331.87			
975	02/24/2020	Claims	2	100825	DON C. SMITH		18.69	LEOFF 1 RETIREE RX	
		001 - 521 1	.0 22 00 -	LEOFF 1	BENEFITS	18.69			
976	02/24/2020	Claims	2	100826	SORACCO LANDS MATERIALS	<b>SCAPING</b>	165.29	READY MIX FOR SOCCER FIELD	
		001 - 576 8	30 31 00 -	SUPPLIES	3	165.29			
977	02/24/2020	Claims	2	100827	SUNNYSIDE COM HOSPITAL ASSOC		165.00	HEP B VACCINATION; DELV MASON, SUAREZ	′O,
		401 - 534 5	50 41 00 -	PROFESS	IONAL SERVICES	33.00			
					IONAL SERVICES	33.00			
					IONAL SERVICES IONAL SERVICES	33.00 33.00			
					IONAL SERVICES	22.00			

33.00

001 - 576 80 41 00 - PROFESSIONAL SERVICES-

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								1 450.
Trans	Date	Туре	Acct #	War #	Claimant		Amount	Memo
978	02/24/2020	Claims	2	100828	THE HOME DEPOT	' PRO	221.03	TOILET PAPER ROLLS, TISSUE, VEHICLE CLEANING BRUSH
		401 - 534	50 31 00 -	SUPPLIE	S	44.21		
		403 - 535	50 31 00 -	<b>SUPPLIE</b>	S	44.21		
		402 - 537				44.21		
		101 - 542				44.21		
		001 - 576	80 31 00 -	SUPPLIE	S	44.19		
979	02/24/2020	Claims	2	100829	THE PRINT GUYS I	INC.	194.58	HODKINSON;GALLOWAY;HAI SE;MURR-BUSINESS CARDS
		001 - 511	60 49 00 -		LANEOUS	194.58		
980	02/24/2020	Claims	2	100830	THE ROTARY CLU YAKIMA	B OF	347.50	DUES/MEALS-JAN,FEB & MARCH 2020
		001 - 513	10 49 01 -	MISCELI	ANEOUS	347.50		
981	02/24/2020	Claims	2	100831	TRUE LAW GROUP	P, PS	2,035.00	PUBLIC DEFENDER
		001 - 515	91 41 03 -	LEGAL S	ERVICES-PUBLIC	2,035.00	•	
982	02/24/2020	Claims	2		U.S. CELLULAR	,	033.05	PHONES/MODEMS
	· · · · · · · · · · · · · · · · · · ·	Claims	_	100002			700.00	1/26/20-2/25/20
		001 - 521	10 42 01 -	PD CLER	ICAL COMMUNICA	933.05		
983	02/24/2020	Claims	2		U.S. LINEN & UNIF	ORM	722.20	UNIFORM SERVICE; 12.30, 01.06, 01.13; 01.20; 01.27
					MS & EQUIPMENT	195.21		
					MS & EQUIPMENT	195.21		
					MS & EQUIPMENT	81.54		
					MS & EQUIPMENT	195.20		
			80 21 00 -		MS & EQUIPMENT	55.04		
984	02/24/2020	Claims	2		UNION GAP		100.00	REIMBURSE #1913; REIMBURSE #1914
		001 - 511 d 001 - 511 d		MISCELL	ANEOUS	80.00 20.00		
985	02/24/2020	Claims	2	100835	UNITED PARCEL S	ERVICE	158.94	SHIPPING JAN 2020
		001 - 521	10 42 00 -	PD ADMI	N COMMUNICATI	158.94		
986	02/24/2020	Claims	2	100836	UNITED STATES PO SERVICE	OSTAL	240.00	2020 USPS MARKETING MAIL ANNUAL MAILING FEE
		001 - 514 2	23 42 00 -	COMMUI	NICATIONS	72.14		
					NICATIONS	12.93		
		001 - 521	10 42 00 -	PD ADMI	N COMMUNICATI	4.95		
					NICATION	23.98		
					NICATION	42.00		
					NICATION	42.00		
987	02/24/2020	402 - 537 : Claims	2 2 00 42 00 50 42 00 50 2		NICATION UNITED STATES	42.00	764.98	UB POSTAGE-02/2020
					POSTMASTER			
					NICATION	254.99		
					NICATION	254.99		
					NICATION	255.00		
988	02/24/2020	Claims	2	100838	VALLEY LOCK & K SERVICE	KEY	152.56	ENTRY LEVER, GR2 CH; ACTIVITIES BUILDING
		001 - 576 8	30 41 00 - 1	PROFESS	IONAL SERVICES-	152.56		
989	02/24/2020	Claims	2		WA STATE DEPT O	F	90.00	CPLS JAN 2020
		001 - 586 (	00 02 00 -	WEAPON	S PERMITS FEE	90.00		
990	02/24/2020	Claims	2		WA STATE DEPT OF TRANSPORTATION	F	,	MANUFACTURE & SHIP SIGNS SIGNAL MAINT, REPAIR & ADDITIONS

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Trans	Date	Type	Acct #	War #	Claimant		Amount	Memo
		101 - 542	64 41 00 -	INTERGO	OVERNMENTAL PF	2,821.21		
991	02/24/2020	Claims	2	100841	WA STATE PATRO	L	79.50	BACKGROUNDS JAN 2020
		001 - 521	10 41 00 -	PD ADMI	N PROFESSIONAL	79.50		
992	02/24/2020	Claims	2	100842	WASHINGTON TRA	ACTOR	3,095.49	JOHN DEER F935 TRACTOR TUNE UP/REPAIR PARTS; TANK & CLUTCH; RETURN CLUTCH; V-BELT; 1145 JOHN DEERE TRACTOR TUNE UP/REPAIR PARTS
		001 - 576	80 48 00 -	REPAIRS	& MAINTENANCE	3,095.49		
993	02/24/2020	Claims	2	100843	YAKIMA AIR COMPRESSOR		42.58	DUAL FOOT INFLATOR GAUGE; MALE / FEMALE PLUG INDUSTRIAL
		401 - 534 : 403 - 535 : 101 - 543 : 001 - 576 :	50 31 00 - 30 31 00 -	SUPPLIES SUPPLIES	S S	10.65 10.65 10.63 10.65		
994	02/24/2020	Claims	2	100844	YAKIMA CO PUBLI SERVICES	IC	10,508.24	MAIN ST IMPROVEMENTS; APPRAISAL; REC CLOSE; R / WP, STAKING & MLK SIDEWALK & SAFETY
					PHASE 1-ROW UTES TO SCHOOL	10,478.24 30.00		
995	02/24/2020	Claims	2	100845	YAKIMA CO TREA	SURER	810.75	2020 MOSQUITO ASSESSMENT 2020 MOSQUITO ASSESSMENT
		101 - 543 3 101 - 543 3				40.06 770.69		<b>(</b>
996	02/24/2020	Claims	2	100846	YAKIMA COOPERA ASSN	ATIVE	369.00	BULK PROPANE-ACTIVITIES BUILDING
		001 - 576 8	30 32 00 - 3	FUEL		369.00		
997	02/24/2020	Claims	2	100847	YAKIMA DRY CLEANOB HILL	ANERS -	12.88	DRY CLEAN CHIEF
		001 - 521 1	0 21 00 - 1	PD ADMI	N UNIFORMS & E(	12.88		
998	02/24/2020	Claims	2	100848	YAKIMA HUMANE SOCIETY		3,000.00	ANIMAL CONTROL SERVICE-01/2020
		001 - 554 3	80 41 00 - 3	PROF SEF	RVICES-ANIMAL (	3,000.00		
999	02/24/2020	Claims	2	100849	YAKIMA VALLEY CONFERENCE		4,537.14	UG TECH ASSISTANCE CONTRACT-09/2019; LAND USE PLANNING-01/2020
					VERNMENTAL PF VERNMENTAL PF	1,897.46 2,639.68		
1000	02/24/2020	Claims	2		YAKIMA WASTE SY INC	YSTEMS	1,268.86	WASTE-01/2020
		402 - 537 6	0 49 00 - 0		CTED SERVICES	1,268.86		
1001	02/24/2020	Claims	2		YORKS PEST CONT LLC	·	135.25	QUARTERLY PEST CONTROL
					& MAINTENANCE	67.62		

67.63

52,640.18

21,450.78

5,027.50

2,515.68

28,720.96

001 - 521 50 48 00 - PD FACILITIES REPAIRS &

001 Current Expense Fund

113 Fire Truck Reserve Fund

107 Convention Center Reserve Fund

108 Tourism Promotion Area Fund

101 Street Fund

CITY OF UNION GAP MCAG #: 0853

01/01/2020 To: 12/31/2020

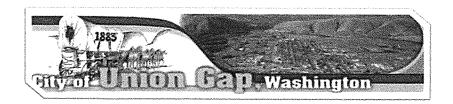
Page:

Time: 10:56:47 Date: 02/19/2020

9

Trans Date Type Acct # War # Claimant Amount Memo 121 Street Development Reserve Fund 10,508.24 128 Transit System Fund 78,944.56 170 Housing Rehabilitation Fund 196.63 401 Water Fund 21,363.64 402 Garbage Fund 8,644.87 403 Sewer Fund 13,228.89 404 Water Improvement Reserve 613.02 - Claims: 243,854.95

243,854.95



### **City Council** Communication

**Meeting Date:** 

February 24, 2020

From:

Karen Clifton, Director of Finance and Administration

Topic/Issue:

USDA Loan Vouchers - February 24, 2020

**SYNOPSIS:** 

USDA Loan Vouchers Dated January 8, 2020

**RECOMMENDATION:** Request Council to approve an EFT in the amount of \$ 114,307.00.

**LEGAL REVIEW: N/A** 

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** USDA Voucher Register

CITY OF UNION GAP MCAG #: 0853

01/01/2020 To: 01/31/2020

Time: 14:45:07 Date: 02/12/2020

1

Trans Date

Туре

Acct #

Claimant

Amount Memo

Page:

774 01/08/2020

Claims

50

War #

EFT USDA LOAN

114,307.00 CIVIC CENTER CAMPUS -1ST QTR 2020

123 Criminal Justice Fund

114,307.00

- Claims:

114,307.00

114,307.00