

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY MARCH 9, 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 24, 2020 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claims Vouchers – EFT's, and Voucher No. 100852 through 100924 for March 9, 2020, in the amount of \$466,805.41

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

Proclamation

Proclaiming March 2020 as *March for Meals Month*

Finance & Administration

Ordinance – 2020 Budget Amendment -2020 Budget Amendment – American Truck Historical Society (ATHS) National Convention Bid

Public Works & Community Development

1. Resolution No. - _____ - WA State Department of Ecology Agreement – Shoreline Master Program Update
2. Resolution No. - _____ - YVCOG Professional Service Agreement – Shoreline Master Plan Update Services
3. Ordinance No. - _____ - Amend Union Gap Municipal Code Section 9.24.020 (8) - Speed Limit Reduction
4. Resolution No. - _____ - HLA Task Order 2017-03 Addendum No. 1; Water Rights Administration Project

City Manager

Resolution No. - _____ - Architectural Agreement – City Library and Community Center

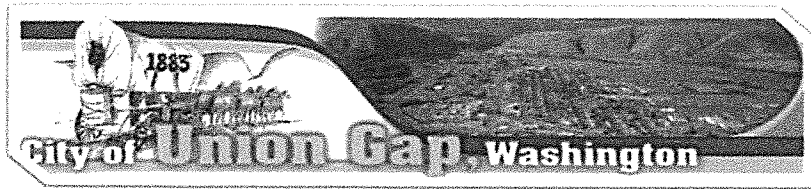
V. ITEMS FROM THE AUDIENCE: - Final Opportunity - The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter 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: March 9, 2020
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Proclamation – Proclaiming March 2020 as March for Meals Month

SYNOPSIS: On March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older. Meals on Wheels programs delivers vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation.

RECOMMENDATION: Approve a proclamation, proclaiming March 2020 as *Meals on Wheels March for Meals Month*.

LEGAL REVIEW: The City Attorney Has reviewed the proclamation.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Proclamation



A PROCLAMATION PROCLAIMING MARCH 2020 AS THE 18th ANNUAL MARCH FOR MEALS MONTH

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2020 observance of March for Meals celebrates 18 years of providing an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, Meals on Wheels programs – both congregate and home-delivered, in Yakima County have served our communities admirably for more than 50 years and

WHEREAS, volunteers for Meals on Wheels programs in Yakima County are the backbone of the program and they not only deliver nutritious meals to seniors and individuals with disabilities who are at significant risk of hunger and isolation, but also caring concern and attention to their welfare; and

WHEREAS, Meals on Wheels programs in Yakima County provide nutritious meals to seniors throughout the Yakima County that help them maintain their health and independence, thereby preventing unnecessary falls, hospitalizations and/or premature institutionalization; and

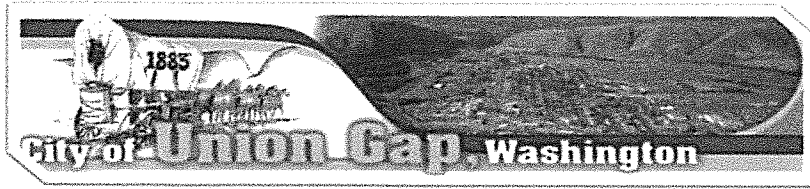
WHEREAS, Meals on Wheels programs in Yakima County provide a powerful socialization opportunity for millions of seniors to help combat the negative health effects and economic consequences of loneliness and isolation; and

WHEREAS, Meals on Wheels programs in Yakima County deserve recognition for the contributions they have made and will continue to make to local communities, our State and our Nation.

NOW, THEREFORE, I, John Hodkinson, as Mayor of the City of Union Gap, Washington do hereby proclaim March 2020 as the 18th Annual March for Meals Month and urge every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2020 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

Dated this 9th day of March, 2020

City of Union Gap Mayor



City Council Communication

Meeting Date: March 9, 2020
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – 2020 Budget Amendment – American Truck Historical Society (ATHS) National Convention Bid

SYNOPSIS: The American Truck Historical Society (ATHS) will be having their National Conventions in May of 2022 and 2026, and the Lodging Tax Advisory Committee (LTAC) would like to spend \$20,000 out of the Tourism Promotion Assessment (TPA) Fund 108, to bid for the two events to come to the Yakima Valley. These events are estimated to bring 3,000 visitors to the valley and generate \$3.2 million.

RECOMMENDATION: Adopt an ordinance amending the 2020 budget to expend up to \$20,000 from the TPA - 108 fund to bid for the two national conventions for the ATHS to be held in Yakima.

LEGAL REVIEW: The City Attorney has reviewed this ordinance.

FINANCIAL REVIEW: The TPA fund is \$213,535 through January 31, 2020.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the 2020 Budget authorizing an expenditure of up to \$20,000 from the Tourism Promotion Assessment (TPA) Fund number 108, to bid for the American Truck Historical Society's (ATHS) National Conventions to be held in the Yakima Valley.

WHEREAS, The ATHS Nation Conventions will be held in May of 2022 and 2026, and are estimated to draw approximately 3,000 visitors and generate approximately 2,100 room nights, and the estimated economic impact on the Yakima Valley, for each of these events is \$3.2 million;

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

The 2020 Budget is hereby amended as follows approve an expenditure of up to \$20,000 from TPA Fund 108 to bid for local sponsorship for the ATHS 2022 and 2026 National Conventions.

ORDAINED this 9th day of March 2020.

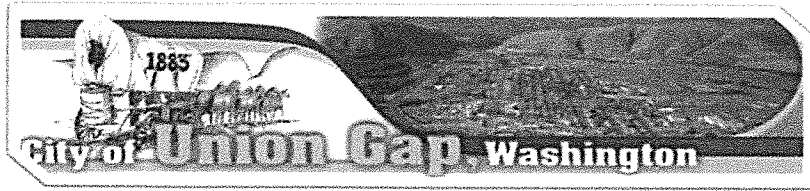
John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: March 9, 2020
From: David Dominguez; Civil Engineer
Topic/Issue: Resolution – WA State Department of Ecology Agreement – Shoreline Master Program Update

SYNOPSIS: The purpose of this Agreement between the City and the Washington State Department of Ecology is to provide funds to carry out the requirements described in reference to the Shoreline Master Program Grant.

This project will ensure that the master program complies with applicable law, SMP Guidelines and consistency of the master program with the local governments' comprehensive plan and development regulations adopted under Chapter RCW 36.70A. The grant amount is \$16,800.00.

RECOMMENDATION: Adopt a resolution authorizing the City Manager to sign Agreement SEASMP-1921-UniGap-00015 with the Washington State Department of Ecology.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. WA State Department of Ecology Grant Agreement Shoreline Master Program

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

A **RESOLUTION** authorizing the City Manager to sign a Shorelands Shoreline Master Program Grant Agreement with the Washington State Department of Ecology, Agreement No. SEASMP-1921-UniGap-00015.

WHEREAS, the Washington State Department of Ecology can facilitate the distribution of grant money funds to the City of Union Gap for its use in revising the Shoreline Master Program (SMP);

WHEREAS, the City of Union Gap has determined that there is a need to review and update the Shoreline Master Program (SMP) and make amendments deemed necessary;

WHEREAS, the City of Union Gap would like to obtain DOE financial assistance to help the City take necessary actions to update the Shoreline Master Program

WHEREAS, and in order to participate in such funding, the City must comply with various requirements as set forth in the document entitled Shorelands Shoreline Master Program Agreement – Funding Agreement between the State of Washington Department of Ecology and City of Union Gap;

WHEREAS, it is the desire of the City Council to enter into the agreement for the purpose of obtaining the grant funding;

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

Authorizing the City Manager to sign a Shoreline Master Program Agreement with the Washington State Department of Ecology - Agreement No. SEASMP-1921-UniGap-00015.

PASSED this 9th day of March 2020.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



Agreement No. SEASMP-1921-UniGap-00015

SHORELANDS SHORELINE MASTER PROGRAM AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF UNION GAP

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

GENERAL INFORMATION

Project Title:	Shoreline Master Program – Periodic Review
Total Cost:	\$16,800.00
Total Eligible Cost:	\$16,800.00
Ecology Share:	\$16,800.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2019
The Expiration Date of this Agreement is no later than:	06/30/2021
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will conduct a periodic review of the Shoreline Master Program (SMP) that is developed in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (SMP Guidelines).

Project Long Description:

The purpose of the Shoreline Master Program periodic review is to (a) assure that the master program complies with applicable law and SMP Guidelines in effect at the time of the review, and (b) assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under chapter RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information, or improved data.

Agreement No: SEASMP-1921-UniGap-00015
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Union Gap

Please note: Beyond the scope of this agreement, the RECIPIENT will continue the SMP formal adoption process as stated in the SMA and WAC 173-26. Work related to these activities and formal adoption by the local governing body is eligible for reimbursement under this grant, provided it is completed by June 30, 2021. The adoption process includes the activities shown below.

1. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

2. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

3. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

4. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

5. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

The RECIPIENT will be responsible for Task 1 and 2.

The Yakima Valley Council of Governments will work with the RECIPIENT to complete Task 3,4, and 5.

Overall Goal:

Periodic Review Checklist and final draft SMP amendment or Findings of Adequacy.

Agreement No: SEASMP-1921-UniGap-00015
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Union Gap

RECIPIENT INFORMATION

Organization Name: City of Union Gap

Federal Tax ID: 91-6001287

DUNS Number: 072043917

Mailing Address: PO Box 3008
Union Gap, WA 98903

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

Organization Email: dennis.henne@uniongapwa.gov

Contacts

Agreement No: SEASMP-1921-UniGap-00015
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Union Gap

<p>Project Manager</p>	<p>David Dominguez</p> <p>3106 First Street Union Gap, Washington 98903 Email: david.dominguez@uniongapwa.gov Phone: (509) 225-3524</p>
<p>Billing Contact</p>	<p>Dennis Henne Director Public Works and Community Development</p> <p>102 W. Ahtanum Road Union Gap, Washington 98903 Email: dennis.henne@uniongapwa.gov Phone: (509) 249-9206</p>
<p>Authorized Signatory</p>	<p>Dennis Henne Director Public Works and Community Development</p> <p>102 W. Ahtanum Road Union Gap, Washington 98903 Email: dennis.henne@uniongapwa.gov Phone: (509) 249-9206</p>

Agreement No: SEASMP-1921-UniGap-00015
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Union Gap

ECOLOGY INFORMATION

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

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Lennard Jordan 1250 W Alder St. Union Gap, Washington 98903-0009 Email: lgor461@ecy.wa.gov Phone: (509) 457-7125
Financial Manager	Cindy James PO Box 47600 Olympia, Washington 98504-7600 Email: cjam461@ecy.wa.gov Phone: (360) 407-7421

Agreement No: SEASMP-1921-UniGap-00015
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Union Gap

AUTHORIZING SIGNATURES

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

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

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

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

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

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Union Gap

By: _____

By: _____

Gordon White Date
 Shorelands
 Program Manager

Dennis Henne Date
 Director Public Works and Community Development

Template Approved to Form by
Attorney General's Office

Agreement No: SEASMP-1921-UniGap-00015
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Union Gap

Arlene Fisher

City Manager

Date

Agreement No: SEASMP-1921-UniGap-00015
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Union Gap

SCOPE OF WORK

Task Number: 1 **Task Cost: \$2,500.00**

Task Title: 1. Project Oversight: Coordination, Management, and Administration

Task Description:

The RECIPIENT will provide necessary project oversight to complete the scope of work in compliance with this ECOLOGY agreement, which includes project coordination, project management, and project administration.

- A. The RECIPIENT will coordinate with ECOLOGY throughout the SMP review process. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.
- B. The RECIPIENT will coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.
- C. The RECIPIENT will conduct project management activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.
- D. The RECIPIENT will submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records; and submit ECOLOGY-approved deliverables by the due dates established between ECOLOGY and the RECIPIENT.

Task Goal Statement:

Properly manage and fully document the project in accordance with ECOLOGY's grant administration requirements.

Task Expected Outcome:

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

Recipient Task Coordinator: David Dominguez

1. Project Oversight: Coordination, Management, and Administration

Deliverables

Number	Description	Due Date
1.1	Progress reports are due quarterly.	
1.2	Recipient Close Out Report	06/30/2021

Agreement No: SEASMP-1921-UniGap-00015
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Union Gap

SCOPE OF WORK

Task Number: 2 **Task Cost: \$1,000.00**

Task Title: 2. Secure Consultant Services, If Needed

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services

In accordance with the RECIPIENT or State of Washington procurement procedures, the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

If applicable, signed contract and sub-agreement with consultant(s).

Recipient Task Coordinator: DAVID DOMINGUEZ

2. Secure Consultant Services, If Needed

Deliverables

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL per the date in the Deliverable Due Dates form.	
2.2	Update in quarterly progress report.	

Agreement No: SEASMP-1921-UniGap-00015
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Union Gap

SCOPE OF WORK

Task Number: 3 **Task Cost: \$2,000.00**

Task Title: 3. Public Participation

Task Description:

The RECIPIENT will:

A. Develop a Public Participation Plan

Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities

Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: David Dominguez

3. Public Participation

Deliverables

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL per the date in the Deliverable Due Dates form.	
3.2	Updates of public involvement activities in progress reports.	

Agreement No: SEASMP-1921-UniGap-00015
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Union Gap

SCOPE OF WORK

Task Number: 4 **Task Cost: \$6,500.00**

Task Title: 4. Review Shoreline Master Program and Draft Revisions, If Needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to chapter 90.58 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.

2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program or Findings of Adequacy.

3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Findings of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.

2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the initial staff review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Agreement No: SEASMP-1921-UniGap-00015
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Union Gap

Recipient Task Coordinator: David Dominguez

4. Review Shoreline Master Program and Draft Revisions, If Needed

Deliverables

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL per the date in the Deliverable Due Dates form.	
4.2	Initial draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL per the date in the Deliverable Due Dates form.	

SCOPE OF WORK

Task Number: 5 **Task Cost: \$4,800.00**

Task Title: 5. Final Draft SMP or Findings of Adequacy

Task Description:

The RECIPIENT will:

A. Conduct public review process

Conduct a local public review process for the proposed Shoreline Master Program as provided in the SMA and WAC 173-26. Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies, or regulations with copies of any provisions adopted by reference. Where no changes are needed, the local process will include a formal Findings of Adequacy.

B. Assemble final draft amendment or Findings of Adequacy

Assemble a complete SMP final draft amendment in preparation for review and approval by the local jurisdictional governing body. Where the review determines that no changes are needed, the Recipient will prepare a formal Findings of Adequacy.

Task Goal Statement:

Complete a Shoreline Master Program final draft amendment or Findings of Adequacy.

Task Expected Outcome:

A Shoreline Master Program final draft amendment or Findings of Adequacy.

Recipient Task Coordinator: David Dominguez

5. Final Draft SMP or Findings of Adequacy

Deliverables

Number	Description	Due Date
5.1	Updates of public review process activities in progress report.	
5.2	Submit an SMP final draft amendment or Findings of Adequacy, with relevant supporting documentation and a complete Periodic Review checklist. Upload to EAGL per the date in the Deliverable Due Dates form.	

Agreement No: SEASMP-1921-UniGap-00015
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Union Gap

BUDGET

Funding Distribution EG200481

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

Funding Title: Model Toxics Control Operating Account (MTFunding Type: Grant
 Funding Effective Date: 07/01/2019 Funding Expiration Date: 06/30/2021

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Operating Account (MTCOA)

Approved Indirect Costs Rate: Approved State Indirect Rate: 8%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Model Toxics Control Operating Account (MTCOA)	Task Total
1. Project Oversight: Coordination, Management, and Administration	\$ 2,500.00
2. Secure Consultant Services, If Needed	\$ 1,000.00
3. Public Participation	\$ 2,000.00
4. Review Shoreline Master Program and Draft Revisions, If Needed	\$ 6,500.00
5. Final Draft SMP or Findings of Adequacy	\$ 4,800.00

Total: \$ 16,800.00

Agreement No: SEASMP-1921-UniGap-00015
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Union Gap

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Model Toxics Control Operating Account (MTCOA)	0.00 %	\$ 0.00	\$ 16,800.00	\$ 16,800.00
Total		\$ 0.00	\$ 16,800.00	\$ 16,800.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Deliverable Due Date Form:

The RECIPIENT will negotiate the task deliverable due dates with the ECOLOGY Project Manager, and the ECOLOGY Project Manager will enter the information in the Deliverable Due Date EAGL form. The RECIPIENT will keep track of these due dates, and will note any date changes on the quarterly progress reports. The Deliverable Due Date form can be found on the Application Menu - Forms page in EAGL. (Note: This form does not automatically print out with the agreement.)

Document Accessibility Requirements (as described in the General Terms and Conditions of this Agreement: ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY):

For documents produced under this agreement intended to be published, posted, or hosted on ECOLOGY's external web site, the RECIPIENT shall provide the documents in both their "native format" (such as Word, Excel, PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). The RECIPIENT will provide ECOLOGY the Accessibility Checker's report. ECOLOGY will review the PDF Accessibility results and may request the RECIPIENT remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the RECIPIENT remedy any identified issues before acceptance of the document. For assistance concerning Accessibility, visit state of Washington, Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>).

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for

Agreement No: SEASMP-1921-UniGap-00015
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Union Gap

debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

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

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

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

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

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

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

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

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Recipient Name: City of Union Gap

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 7-1-2019 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

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- Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
- Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

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

8. COMPLIANCE WITH ALL LAWS

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

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of

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Washington which affect wages and job safety.

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

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accordance with the decision rendered.

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through

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September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

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

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

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

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

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

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.

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d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

27. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and

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imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

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

c) By Mutual Agreement

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

d) In Event of Termination

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

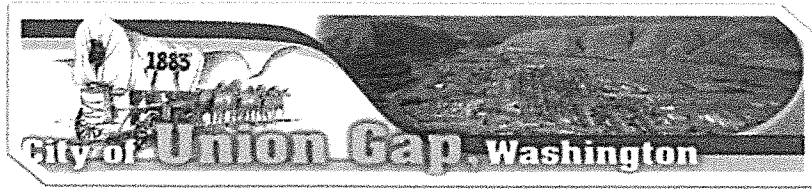
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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



City Council Communication

Meeting Date: March 9, 2020
From: David Dominguez, Civil Engineer
Topic/Issue: Resolution – YVCOG Professional Service Agreement – Shoreline Master Plan Update Services

SYNOPSIS: The attached Professional Service Agreement with Yakima Valley Conference of Governments (YVCOG) allows the City to secure assistance in addition to normal Conference activities.

The City wishes to obtain assistance, from Yakima Valley Conference of Governments (YVCOG), for Shoreline Master Plan Update Services.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign an agreement with the Yakima Valley Conference of Governments (YVCOG) for Shoreline Master Plan Update Services.

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

FINANCIAL REVIEW: Funding for this contract is through the D.O.E. Shoreline Master Program Grant

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. YVCOG Professional Service Agreement – Shoreline Master Plan Services

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an agreement with Yakima Valley Conference of Governments (YVCOG) for Shoreline Master Plan Update Services.

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal YVCOG activities; and,

WHEREAS, the City is desirous of contracting with YVCOG for certain technical planning assistance; and,

WHEREAS, YVCOG offers a service to municipalities for Shoreline Master Plan Update Services; and

WHEREAS, the YVCOG possesses the technical planning staff with the necessary expertise to provide the required services;

WHEREAS, the City desires to enter into a contract with YVCOG for certain Shoreline Master Plan Update Services;

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

The City Manager is authorized to sign an agreement with the Yakima Valley Conference of Governments (YVCOG) for Shoreline Master Plan Update Services.

PASSED this 9th day of March, 2020.

John Hodkinson, City Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CITY OF UNION GAP, WA
PROFESSIONAL SERVICE AGREEMENT – SHORELINE MASTER PLAN UPDATE

THIS CONTRACT, entered into this 9th day of March, 2020 by and between the Yakima Valley Conference of Governments, a regional association having its territorial limits within Yakima County, State of Washington (hereinafter called the "Conference"), acting herein by James A. Restucci, Conference Chair, acting hereunto duly authorized, and the City of Union Gap, a municipal corporation, located within Yakima County, State of Washington (hereinafter called the "City"), acting herein by Arlene Fisher, City Manager, hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the City has determined that a need exists to secure assistance in addition to normal Conference activities; and,

WHEREAS, the City is desirous of contracting with the Conference for certain technical planning assistance; and,

WHEREAS, the Conference possesses the technical planning staff with the necessary expertise to provide the required services;

NOW THEREFORE, the parties do mutually agree as follows:

1. Services to be Provided by the Parties:

- a. The Conference shall complete in a satisfactory and proper manner as determined by the City the work activities described in the Scope of Work (Attachment #1 to the contract).
- b. The City will provide such assistance and guidance as may be required to support the objectives set forth in the Scope of Work and will provide compensation for services as set forth in Section 3 below.

2. Time of Performance:

The effective date of this contract shall be the date the parties sign and complete execution of the contract. The termination date of the contract shall be June 30, 2021.

3. Consideration:

The City shall reimburse the Conference in accordance with the Budget described in Attachment #1 of the contract for all allowable expenses agreed upon by the parties to complete the Scope of Work. In no event shall the total amount to be reimbursed by the City exceed the sum of **\$10,674.00**. Reimbursement under this contract shall be based on billings, supported by appropriate documentation of costs actually incurred. It is expressly understood that claims for reimbursement shall not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of the agreement.

4. Records:

The Conference agrees to maintain such records and follow such procedures as may be required as the City may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Conference for a period of three years after final audit of the City's project, unless a longer period is required to resolve audit findings or litigation. In such cases, the City shall request a longer period of record retention.

The City and duly authorized officials of the state and federal government shall have full access and the right to examine any pertinent documents, papers, records, and books of the Conference involving transactions related to this local program and contract.

5. Relationship:

The relationship of the Conference to the City shall be that of an independent consultant rendering professional services. The Conference shall have no authority to execute contracts or to make commitments on behalf of the City and nothing contained herein shall be deemed to create the relationship of employer and employee or principal and agent between the City and the Conference.

6. Suspension, Termination, and Close Out:

If the Conference fails to comply with the terms and conditions of this contract, the City may pursue such remedies as are legally available, including, but not limited to, the suspension or termination of this contract in the manner specified herein:

- a. Suspension - If the Conference fails to comply with the terms and conditions of this contract, or whenever the Conference is unable to substantiate full compliance with provisions of this contract, the City may suspend the contract pending corrective actions or investigation, effective not less than seven (7) days following written notification to the Conference or its authorized representative. The suspension will remain in full force and effect until the Conference has taken corrective action to the satisfaction of the City and is able to substantiate its full compliance with the terms and conditions of this contract. No obligations incurred by the Conference or its authorized representative during the period of suspension will be allowable under the contract except:
- (1) Reasonable, proper, and otherwise allowable costs which the Conference could not avoid during the period of suspension;
 - (2) If upon investigation, the Conference is able to substantiate complete compliance with the terms and conditions of this contract, otherwise allowable costs incurred during the period of suspension will be allowed; and
 - (3) In the event all or any portion of the work prepared or partially prepared by the Conference be suspended, abandoned, or otherwise terminated, the City shall pay the Conference for work performed to the satisfaction of the City, in accordance with the percentage of the work completed.

b. Termination for Cause - If the Conference fails to comply with the terms and conditions of this contract and any of the following conditions exist:

- (1) The lack of compliance with the provisions of this contract is of such scope and nature that the City deems continuation of the contract to be substantially detrimental to the interests of the City;
- (2) The Conference has failed to take satisfactory action as directed by the City or its authorized representative within the time period specified by same;
- (3) The Conference has failed within the time specified by the City or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this contract; then,

The City may terminate this contract in whole or in part, and thereupon shall notify the Conference of the termination, the reasons therefore, and the effective date, provided such effective date shall not be prior to notification of the Conference. After this effective date, no charges incurred under any terminated portions of the Scope of Work are allowable.

c. Termination for Other Grounds - This contract may also be terminated in whole or in part:

- (1) By the City, with the consent of the Conference, or by the Conference with the consent of the City, in which case the two parties shall devise by mutual agreement, the conditions of termination, including effective date and in case of termination in part, that portion to be terminated;
- (2) If the funds allocated by the City via this contract are from anticipated sources of revenue, and if the anticipated sources of revenue do not become available for use in purchasing said services;
- (3) In the event the City fails to pay the Conference promptly or within sixty (60) days after invoices are rendered, the City agrees that the Conference shall have the right to consider said default a breach of this agreement and the duties of the Conference under this agreement terminated. In such event, the City shall then promptly pay the Conference for all services performed and all allowable expenses incurred; and
- (4) The City may terminate this contract at any time giving at least ten (10) days notice in writing to the Conference. If the contract is terminated for convenience of the City as provided herein, the Conference will be paid for time provided and expenses incurred up to the termination date.

7. Changes, Amendments, Modifications:

The City may require changes or modifications in the Scope of Work to be performed hereunder. Such changes, including any decrease or increase in the amount of compensation therefore, which are mutually agreed upon by the City and the Conference shall be incorporated in written amendments to this contract.

8. Personnel:

The Conference represents that they have, or will secure at their own expense, all personnel required in order to perform under this contract. Such personnel shall not be employees of, or have a contractual relationship to the City.

All services required hereunder will be performed by the Conference or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state or local law to perform such services.

None of the work or services covered by this contract shall be subcontracted without prior written approval of the City. Any work or services subcontracted hereunder shall be specified in written contract or agreement and shall be subject to each provision of this contract.

9. Assignability:

The Conference shall not assign any interest on this contract, and shall not transfer any interest on this contract (whether by assignment or novation), without prior written consent of the City thereto: provided, however, that claims for money by the Conference from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City by the Conference.

10. Reports and Information:

The Conference shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this contract.

11. Findings Confidential:

All of the reports, information, data, etc., prepared or assembled by the Conference under this contract are confidential and the Conference agrees that they shall not be made available to any individual or organization without prior written approval of the City unless otherwise subject to public records laws.

12. Copyright:

No reports, maps, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the Conference.

13. Compliance with Local Laws:

The Conference shall comply with all applicable laws, ordinances, and codes of the state and local government and the Conference shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this contract.

14. Title VI of the Civil Rights Act of 1964:

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, creed, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

15. Section 109 of the Housing and Community Development Act of 1974:

No person in the United States shall on the grounds of race, color, creed, religion, sex, or national origin be excluded from participation in, be denied benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

16. Interest of Members of the City:

No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct, or indirect, in this contract; and the Conference shall also take appropriate steps to assure compliance.

17. Interest of Other Public Officials:

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the project, shall have any personal financial interest, direct or indirect, in this contract; and the Conference shall take appropriate steps to assure compliance.

18. Interest of Consultant and Employees:

The Conference covenants that it presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. The Conference further covenants that in the performance of this contract, no person having such interest shall be employed.

19. Audits and Inspections:

The City and State Auditor or their delegates shall have the right to review and monitor the financial and other components of the work and services provided and part of the project and this contract, by whatever legal and reasonable means are deemed expedient by the City and the State Auditor.

20. Hold Harmless:

The Conference agrees to indemnify and hold harmless the City, appointed and elective officers and employees, from and against all loss and expense, including attorney's fees and costs by reason of any and all claims and demands upon the City, its elected and appointed officers and employees from damages sustained by any person or persons, arising out of or in consequence of the Conference's and its agents' negligent performance of work associated with this agreement. The Conference shall not be liable for property and bodily injury that may result from the negligence of any construction contractor or construction subcontractor.

This agreement contains all terms and conditions agreed to by the City and the Conference. The Attachments to this agreement are identified as follows:

Attachment #1, Scope of Work, consisting of 2 pages.

IN WITNESS WHEREOF, the City and the Conference have executed this contract agreement as of the date and year last written below.

CITY OF UNION GAP
WASHINGTON

YAKIMA VALLEY CONFERENCE OF
GOVERNMENTS

by _____
Arlene Fisher, City Manager

by _____
James A. Restucci, Chair

ATTEST:

ATTEST:

by _____
City Clerk

by _____
Secretary

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

by _____
Attorney for _____

For YVCOG Use Only:

BARS # _____

_____ GL Revenue Code List

_____ Revenue Balance spreadsheet

_____ Vision Financials

_____ Salaries & Fringe spreadsheet

_____ Copy Code / Copier

_____ Project Ledger

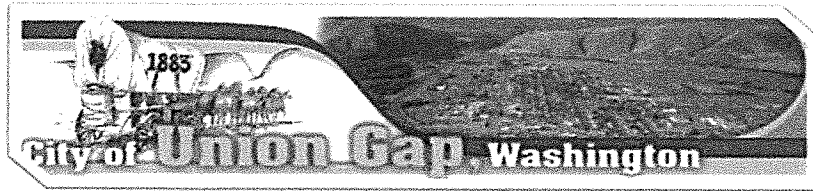
**Union Gap Shoreline Master Program Periodic Update
YVCOG Scope of Work and Estimate for Services**

		Tasks	Estimated Hours		
			<u>Planner</u>	<u>GIS</u>	<u>Est. Cost</u>
Shoreline Master Plan Update					
<i>Project Oversight: Coordination, Management and Administration</i>	1.	Coordinate with Washington State Department of Ecology throughout the SMP review process	8		\$656
	2.	Coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and indian tribes throughout the SMP review process	8		\$656
	3.	Conduct project management activities including compliance with state statutes and rules, project schedule, adhere to scope of work, timelines and due dates	4		\$328
	4.	Submit quarterly progress reports and close out report	4		\$328
	<i>Subtotal Hours and Cost</i>			24	
<hr/>					
<i>Public Participation Plan</i>	1.	Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090.	5		\$410
	2.	Conduct public participation activities	8		\$656
	<i>Subtotal Hours and Cost</i>			12	
<hr/>					
<i>Review Shoreline Master Program and Draft Revisions</i>	1.	Review amendments to Chapter 9058 RCW and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance.	15	10	\$2,050
	2.	Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them..	6		\$492
	3.	Document the consistency analysis to support proposed changes to the Shoreline Master Program of Finding of Adequacy	5		\$410
	4.	Conduct additional analysis deemed necessary to address local circumstances, new information or improved data	10		\$820
	5.	Draft revised SMP goals, policies and regulations or prepare findings of adequacy.	4		\$328
	<i>Subtotal Hours and Cost</i>			40	

	Tasks	Estimated Hours		
		<u>Planner</u>	<u>GIS</u>	<u>Est. Cost</u>
<i>Draft final SMP or Finding of Adequacy</i>	1. Provide draft SMP to city staff for review, and revise as needed.	4		\$328
	2. Prepare SEPA review and conduct process	4		\$328
	3. Conduct public review process	4		\$328
	4. Present draft SMP to Planning Commission.	3		\$246
	5. Revise as needed to reflect staff/Planning Commission comments.	2		\$164
	6. Present draft SMP to City Council.	4		\$328
	7. Assemble complete SMP final draft amendment or Finding of Adequacy as approved by City.	4		\$328
	<i>Subtotal Hours and Cost</i>	<u>25</u>	<u>0</u>	<u>\$2,050</u>
Admin staff		15		\$990
Mileage				\$450
Copies and mailing				\$50
		TOTAL \$10,674		

NOTES:

1. Union Gap's Periodic Update Shoreline Master Program due June 30, 2021 (RCW)
2. Time estimates assume interaction with Union Gap staff to gather data and review draft materials. Timely completion of tasks is dependent upon timely provision of requested information and review of materials by Union Gap staff.
3. Timelines for completion of these tasks will be dependent upon availability of Union Gap staff for responses and Planning Commission/City Council schedules.
4. Hours to staff meetings include meeting preparation and travel to/from Union Gap.
5. Cost estimates per task include benefits and indirect costs.



City Council Communication

Meeting Date: March 9, 2020
From: David Dominguez; Civil Engineer
Topic/Issue: Ordinance – Amend Union Gap Municipal Code Section 9.24.020 (8) - Speed Limit Reduction

SYNOPSIS: The City of Union Gap has experienced an increase in accidents along Ahtanum Rd between Burlington Norther Santa Fe railroad track and 16th Avenue. Reduction of the speed limit, in this area, is necessary for the City to protect the health, safety and welfare of the general public.

RECOMMENDATION: Adopt an Ordinance amending Union Gap Municipal Code, Section 9.24.020 (8), and reducing the maximum lawful speed on Ahtanum Road from forty to thirty and thirty-five miles per hour.

LEGAL REVIEW: The City Attorney has reviewed this Ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending Union Gap Municipal Code section 9.24.020 (8) and reducing the maximum lawful speed on Ahtanum Road from forty (40) to thirty (30) and thirty-five (35) miles per hour.

WHEREAS, the City of Union Gap has experienced an increase in accidents along Ahtanum Rd between Burlington Norther Santa Fe railroad track and 16th Avenue.; and

WHEREAS, commercial development have contributed to increased traffic use of Ahtanum Road; and

WHEREAS, it is appropriate for the City to protect the health, safety and welfare of the general public.

WHEREAS, it is the intent of the City for drivers to operate their vehicles at a speed that is reasonable under existing conditions.

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

Section 1. Chapter 9.24.020(8) of the Union Gap Municipal Code is hereby amended as follows:

9.24.020 - Speed limits.

(8) "Thirty (30) miles per hour on Ahtanum Road from two hundred (200) feet west of the Burlington Northern Santa Fe right-of-way to the intersection of S. 5th Avenue and Ahtanum Rd and thirty five (35) miles per hour from the intersection of S. 5th Avenue and Ahtanum Rd to 200 feet east of the intersection of 16th Avenue and Ahtanum Road.

Section 3. This ordinance shall become effective five (5) days after its passage and publication as required by law.

Ordained BY THE CITY COUNCIL this 9th day of March, 2020.

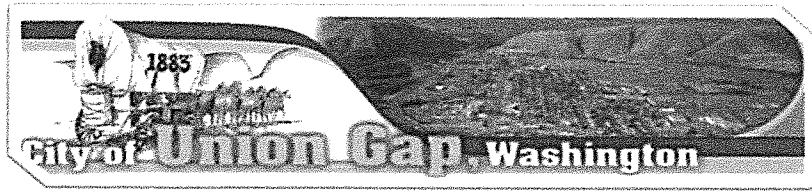
John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



City Council Communication

Meeting Date: March 9, 2020
From: David Dominguez, Civil Engineer
Topic/Issue: Resolution – HLA Task Order 2017-03 Addendum No. 1; Water Rights Administration Project

SYNOPSIS: HLA Engineering and Land Surveying, Inc. Addendum No. 1 Supplements previous Task Order No. 2017-03.

HLA will provide services for initial background research, analysis and development of a reporting template.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign Addendum No. 1 supplementing Task Order No. 2017-03 with HLA Engineering and Land Surveying, Inc. as it relates to the Water Rights Administration project.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW: Funding for this service is in the 2020 adopted budget (404 fund)

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. HLA Addendum No. 1 - Task Order No. 2017-03

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign Addendum No. 1 supplementing Task Order No. 2017-03 with HLA Engineering and Land Surveying, Inc. as it relates to the Water Rights Administration project.

WHEREAS, the City desires to move forward with a water budget neutral permitting approach which includes the priority processing of two existing water budget neutral applications ; and

WHEREAS, a development of Report(s) of Examination (ROE) is required including the necessary Public Notice and SEPA requirements; and

WHEREAS, following the issuance of the ROE, Ecology may waive the requirement for a detailed Certified Water Right Examination (CWRE); and

WHEREAS, technical assistance for professional engineering and hydrogeologic services is needed for the initial background research, analysis, and development of the reporting template; and

WHEREAS, it is the understanding of the City that the Department of Ecology will use this initial information to prepare the permanent ROEs and superseding permits.

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

That the City Manager is authorized to sign Addendum No. 1 supplementing Task Order No. 2017-03 with HLA Engineering and Land Surveying, Inc. and Aspect Consulting, LLC to provide professional engineering, and hydrogeologic services for the Water Rights Administration Project.

PASSED this 9th day of March, 2020.

ATTEST:

John Hodkinson, City Mayor

Karen Clifton, City Clerk

Bronson Brown, City Attorney

ADDENDUM NO. 1
TASK ORDER NO. 2017-03

REGARDING GENERAL AGREEMENT BETWEEN CITY OF UNION GAP

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Water Rights Administration
HLA Project No. 17178E-2

The following shall supplement the previous task order No. 2017-03:

The City of Union Gap (CITY), HLA Engineering and Land Surveying, Inc (HLA), and Aspect Consulting, LLC (Aspect) completed a Technical Assistance meeting with the Washington State Department of Ecology (Ecology) to define the approach and path forward for permitting and certification of the City's temporary permit Nos. G4-32214 T and G4-32215 T. The temporary permits were issued to the City to facilitate water system expansion and offset water right quantities in an area known as the Broadway annexation area. To protect human health and safety, the City has extended water service to individuals in the annexed area impacted by contaminated drinking water. In 2009, Ecology issued the two permits under temporary status. The temporary status was due to the ongoing surface water adjudication and lack of a defined mitigation plan. Considerable progress has been made on developing water budget neutral permitting approaches, including updates to rule and policies governing priority processing.

At the meeting, Ecology agreed to the preferred water budget neutral permitting approach which includes the priority processing of two existing water budget neutral applications, development of Report(s) of Examination (ROEs), including the necessary Public Notice and SEPA requirements, and issuance of two permanent permits. Following issuance of the ROEs, Ecology may waive the requirement for a detailed Certified Water Right Examination (CWRE), per Chapter 173-165-120(3) WAC. Ecology would then regularly (i.e., annually) certify any portion of the permit that was consolidated and decrease the permit by the same amount. Certification would be supported by an Annual Status Report provided by the CITY. This reporting is required under POL-1230 and Provision No. 6 of the temporary permits.

SCOPE OF SERVICES:

At the direction of the CITY, HLA and Aspect shall provide professional engineering and hydrogeologic, services for the initial background research, analysis, and development of the reporting template. It is our understanding that Ecology will then use this information to prepare the permanent ROEs and superseding permits. HLA and Aspect services will include the following:

1.0 Phase 4A – Temporary Permit Water Right Certification Data Collection and Analysis

- 1.1 Research, collection, and analysis of all well consolidation data, including documentation of parcel numbers, source aquifer, priority date, type of water right (exempt or Certificate/Claim), and quantity of water right with supporting rationale.
- 1.2 Analyze City metering records and Yakima County Assessor information to determine which connections have been the result of well consolidation. Metering data and available decommissioned well logs will be requested for evaluation. Additional information will be obtained from the City preferred driller (Oasis Drilling) and Ecology's well log database.
- 1.3 Meet with City staff to understand and obtain data available from the City's water billing and tracking systems. Meet with City and City of Yakima staff to capture institutional knowledge regarding the annexation, well decommissioning, and historic business practices.

- 1.4 Examine the difference in average daily demand and annual use between domestic indoor and outdoor use, and indoor use only for those connections that maintain an exempt well for irrigation purposes. Aspect will conduct a windshield survey of select connections to confirm probability for permit exempt wells that were not decommissioned within the Broadway Annex, and if in use the purpose of use for those wells (e.g. irrigation only, irrigation and indoor).
- 1.5 Prepare a database, summary table, and corresponding figure detailing the analysis for use in the report(s) to Ecology. The database will include parcel number, well status, average daily and annual use, aquifer, etc.

The level of effort under this task is highly dependent on the amount and quality of data that is readily available. For this task, HLA has budgeted approximately 8 hours of staff time and Aspect has budgeted approximately 70 hours of staff time to research and collect the supporting data. Regular status reports will be submitted at the beginning of each month. If at the end of this budget, additional effort is required, HLA will submit a change order request with specific tasks still to be completed.

2.0 Phase 4B – Temporary Permit Water Right Certification Reporting

Regular reporting documenting exempt well consolidation is required to support permitting and certification of the permits. In addition, per provision No. 6 of the permit, the report to Ecology must fulfill the following requirements:

- 2.1 Develop an initial draft report satisfying all permit requirements. Some of the requirements have already been developed in support of the recent Well No. 2 well consolidation effort (Phase 1). The report will also include investigation methodology and findings of Task 1.0 (Phase 4A) to support Ecology's permitting effort.

A draft report will be provided to HLA and the City for review. Following resolution of any comments, a final report will be prepared and provided to Ecology.

This report will serve as template for future reporting to Ecology throughout the two permits' development schedule.

3.0 Phase 4C – On-Call Technical Assistance, Meeting Support, and Project Management

- 3.1 This task provides for on-call technical assistance related to reporting and data requirements, meeting support the City, Ecology, and ongoing project management and client communication.

4.0 Phase 4D – HLA Administrative Assistance and Project Management

- 4.1 This task provides support, assistance, and professional engineering services for Phase 4A, Phase 4B, and Phase 4C. Anticipated scope may include project management, meeting with stakeholders, client communication, and water rights coordination.

5.0 Phase 4E – Additional Services

- 5.1 Provide professional engineering, hydrogeologic, and construction services for additional work requested by the CITY that is not included above.

6.0 Items to be Furnished and Responsibility of CITY

- 6.1 Provide full information as to CITY requirements of the PROJECT.
- 6.2 Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to the PROJECT.

- 6.3 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
- 6.4 Obtain approval of all governmental authorities having jurisdiction over the PROJECT, and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT. Pay all review fees and costs associated with obtaining such approvals.

TIME OF PERFORMANCE:

The services described under the various phases of this Agreement shall be completed as follows:

1.0 Phase 4A – Temporary Permit Water Right Certification Data Collection and Analysis

The database, summary table, and corresponding figures will be provided within 120 calendar days after the date of authorization to proceed. Should the level of effort increase substantially from the expected level, additional time may be requested through an additional addendum.

2.0 Phase 4B – Temporary Permit Water Right Certification Reporting

A draft report for submittal to Ecology will be provided within 90 calendar days after the completion of Phase 4A. Following comments from the City and Ecology, a final report will be drafted and submitted to Ecology within 30 days of comments.

3.0 Phase 4C – On-Call Technical Assistance, Meeting Support, and Project Management

Time of completion for work directed by the CITY under this phase shall be negotiated and mutually agreed upon at the time of service request by the CITY.

4.0 Phase 4D – HLA Administrative Assistance and Project Management

Time of completion for work directed by the CITY under this phase shall be done concurrently with Phase 4A, 4B, and or 4C.

5.0 Phase 4E – Additional Services

Time of completion for work directed by the CITY under additional services shall be negotiated and mutually agreed upon at the time of service request by the CITY.

FEE FOR SERVICE:

For the services furnished by HLA and Aspect, as described under this Agreement, the CITY agrees to pay HLA the fees as set forth herein. The amounts listed below may be revised only by written agreement of both parties.

1.0 Phase 4A – Temporary Permit Water Right Certification Data Collection and Analysis

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated amount of \$11,000.00.

2.0 Phase 4B – Temporary Permit Water Right Certification Reporting

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses with an estimated amount of \$6,000.00.

3.0 Phase 4C – On-Call Technical Assistance, Meeting Support, and Project Management


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

4.0 Phase 4D – HLA Administrative Assistance and Project Management

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

5.0 Phase 4E – Additional Services

Any additional work requested by the CITY that is not included in other phases of work shall be authorized by the CITY and agreed upon by HLA in writing prior to proceeding with the services. HLA shall perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside engineers.

Proposed:  2/19/2020
HLA Engineering and Land Surveying, Inc. Date
Michael T. Battle, President

Approved: _____ Date _____
City of Union Gap
Arlene Fisher, City Manager



City Council Communication

Meeting Date: March 9, 2020
From: Greg Cobb; Acting City Manager
Topic/Issue: Resolution – Architectural Agreement – City Library and Community Center

SYNOPSIS: January 22, 2020 council authorized the City Manager to negotiate a professional service agreement for professional architectural and engineering services for the design and construction administration of the City's Library and Community Center project with BORArchitectural.

RECOMMENDATION: Approve a resolution authorizing City Manager to sign professional service agreement for professional architectural and engineering services for the design and construction administration of the City's Library and Community Center project with BORArchitectural of Yakima.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW: These expenditures will be funded through a Department of Commerce Grant, which is included in the 2020 budget.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. BORArchitectural Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to execute an Agreement for Professional Services between the City of Union Gap and BORArchitectural for architectural and engineering services for the design and construction of the City's Library and Community Center project.

WHEREAS, the City requested qualifications for architectural and engineering services for design and construction of the City's Library and Community Center project and has reviewed all statements of qualifications submitted;

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

The City Manager is authorized to execute an Agreement for Professional Services between the City of Union Gap and BORArchitectural for architectural and engineering services for the design and construction of the City's Library and Community Center project.

PASSED this 9th day of March 2020.

Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
February 24, 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.
<u>Council Members Present</u>	Council Members Murr, Wentz, Galloway, Hansen, Schilling, and Dailey were present.
<u>Staff Present</u>	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 Murr led the pledge of allegiance.
<u>Consent Agenda</u>	<p>Motion by Council Member Wentz, second by Council Member Murr to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes dated February 10, 2020 as attached to the Agenda and maintained in electronic format.</p> <p>Payroll Vouchers – EFT’s, and Voucher Nos. 41640 through 41642, and Voucher Nos. 100767 through 100774 for the Month of January, 2020, in the amount of \$379,352.79</p> <p>Claims Vouchers – EFT’s, and Voucher No. 100766 and Voucher Nos. 100775 through 100851 for February 24, 2020, in the amount of \$114,307.00.</p> <p>Motion carried unanimously.</p>
<u>Items from the Audience</u>	Jeff Shoemaker addressed the Council requesting a spreadsheet added to the agenda to separate costs accrued for the Library and Community Center. Finance & Administration Director Clifton stated that his request may be possible.
<u>General Items</u>	
<u>Police Department</u>	

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – February 24, 2020

Resolution No. – 20-12 –
Interagency Agreement –
Washington Traffic Safety
Commission

Motion by Council Member Wentz, second by Council Member Murr to approve Resolution No. – 20-12 – 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. Motion carried unanimously.

Public Works & Community
Development

Resolution No. – 20-13 –
Interlocal Agreement with the
Town of Harrah for Building
Plan Review & Inspection
Services

Motion by Council Member Wentz, second by Council Member Dailey to approve Resolution No. – 20-13 – authorizing the City Manager to enter into an Interlocal Agreement with the Town of Harrah for Building Plan Review and Inspection Services. Motion carried unanimously.

Resolution No. – 20-14 –
Negotiate an Agreement with
Elegant Soccer League for
2020 Tournament

Motion by Council Member Wentz, second by Council Member Murr to approve Resolution No. – 20-14 – authorizing the City Manager to negotiate an Agreement with Elegant Soccer League for a May 15 through May 17, 2020 Soccer Tournament. Motion carried unanimously.

City Manager

Park Board Appointment –
Georgia Reitmire

Motion by Council Member Wentz, second by Council Member Murr to appoint Georgia Reitmire to the Park Board. Motion carried unanimously. Finance and Administration Director Clifton then swore Mrs Reitmire in.

Planning Commission
Appointment – Lorena
Fernandez

Motion by Council Member Wentz, second by Council Member Hansen to appoint Lorena Fernandez to the Planning Commission. Motion carried unanimously. Mrs. Fernandez will be sworn in at the next regularly scheduled Planning Commission meeting.

Items from the Audience

None.

City Manager Report

Acting City Manager Cobb stated that the City had recently received a \$16,800.00 grant from the Department of Ecology to update shoreline management; Copies of a publication regarding the scheduling of a public meeting regarding the Library and Community Center was distributed to each Council Member.

Communications/Questions/
Comments

Council Member Schilling reminded Council Members that they need to restrict the number of Council Member attending future YVCOG meetings.

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – February 24, 2020

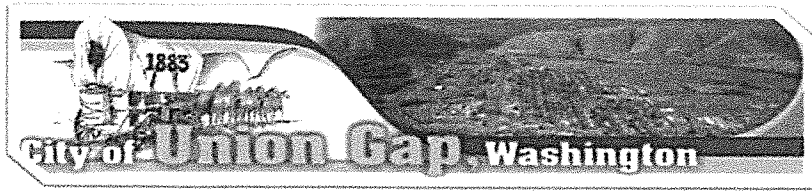
Development of Next Agenda None.

Adjournment of Meeting Mayor Hodkinson adjourned the meeting at 6:21 p.m.

Arlene Fisher-Maurer, City Manager

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: March 9, 2020
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – March 9, 2020

SYNOPSIS: Claim Vouchers Dated March 9, 2020

RECOMMENDATION: Request Council to approve EFTs and Voucher No. 100852 through 100924 In the amount of \$ 466,805.41.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

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

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1326	03/06/2020	Claims	2	EFT	XPRESS BILL PAY	401.81	ONLINE PAYMENTS FEE - 02/2020
1352	03/09/2020	Claims	2	EFT	US BANK CARDMEMBER SVC	1,599.43	REVERSE DUPLICATE PAYMENT; DOL NOTARY RENEWAL - BISCONER; VALVE FOR 4 WHEELER PD; PAPER BAGS PATROL/EVIDENCE; 35TH ANNUAL YCDA MEETING-J.H.; CHAMBER/COMMUNITY LUNCHEON:J.H../A.F.; CRAIGSLIST JOB ANNOU
1353	03/02/2020	Claims	2	EFT	MERCHANT SERVICES	777.09	CREDIT CARD PAYMENTS FEE - 02/2020
1354	03/04/2020	Claims	2	EFT	CHASE PAYMENTECH	740.34	ONLINE PAYMENTS FEE - 02/2020
1355	03/09/2020	Claims	2	EFT	CENTURY LINK	1,124.69	SENIOR CENTER-02/2020; FIRE DEPT - 02/2020; CIVIC CAMPUS PHONE/CITY FAX-02/2020; PW WORKS-02/2020; CIVIC CENTER TRUNK SVC-02/2020
1356	03/09/2020	Claims	2	EFT	INTEGRA TELECOM	1,865.91	FIRE DEPT - 03/2020
1357	03/09/2020	Claims	2	EFT	OFFICE DEPOT-CITY HALL	109.31	BINDERS;BLACK MARKER & INK CTG'S
1358	03/09/2020	Claims	2	EFT	OFFICE DEPOT-PD	143.73	PAPER/CD SLEEVES
1359	03/09/2020	Claims	2	100852	ABSOLUTE COMFORT TECHNOLOGY	1,151.81	QUARTELY BILLING;CIVIC CAMPUS
1360	03/09/2020	Claims	2	100853	AMERIFUEL	1,906.77	FUEL FEB 1-15 2020
1361	03/09/2020	Claims	2	100854	GRILL & BAR APPLEBEE'S NEIGHBORHOOD	50.00	BUSINESS LICENSE OVERPAYMENT
1362	03/09/2020	Claims	2	100855	AT&T MOBILITY	485.85	PHONES/MODEMS 12/20/2019-01/19/2020
1363	03/09/2020	Claims	2	100856	AUTO CARE EXPERTS	600.25	#1017 FRONT & REAR BRAKE REMOVE &
1364	03/09/2020	Claims	2	100857	RYAN BARBER	62.85	Refund Utility Deposit
1365	03/09/2020	Claims	2	100858	BASIN DISPOSAL OF YAKIMA LLC	97,746.90	GA/RCY SVC-02/2020
1366	03/09/2020	Claims	2	100859	CRAIG G BUNTING	22.16	WSU PESTICIDE CLASS 2020
1367	03/09/2020	Claims	2	100860	BURROWS TRACTOR COMPANY	92.13	JOHN DEERE 1145 PARTS; 1/4 PIN, HAIR PIN; NOZZLE TEE, LINK PIN, HAIR PIN, SEAT COVER
1368	03/09/2020	Claims	2	100861	CANON FINACIAL SERVICES	186.10	COPIER LEASE FEB 2020
1369	03/09/2020	Claims	2	100862	CAREY MOTORS	1,989.03	LOF/TIRE ROTATION VEH 9; LOF/DIAGNOSE AND REPAIR EXHAUST SMELL/CO2 ALARM SOUNDING/REPLACED CABIN FILTER VEH 11, LOF/TIRE ROTATION VEH 22; REPLACE WIPER ASSYEMBL VEH 5
1370	03/09/2020	Claims	2	100863	CASCADE ANALYTICAL	209.09	WA SAMPLING
1371	03/09/2020	Claims	2	100864	CENTRAL WA AG MUSEUM	1,436.17	AG MUSEUM UTILITIES-02/2020
1372	03/09/2020	Claims	2	100865	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES - 03/2020
1373	03/09/2020	Claims	2	100866	CINTAS CORP #605	78.84	CIVIC CENTER & PD MAT SVC-02/28/2020

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1374	03/09/2020	Claims	2	100867	CITY OF YAKIMA	60,834.09	WHOLESALE SEWER; THREE PARTY AGREEMENT; JANUARY 2020
1375	03/09/2020	Claims	2	100868	CLASSIC CAR WASH	38.50	CAR WASHES JAN 2020
1376	03/09/2020	Claims	2	100869	CLASSIC PRINTING INC	406.56	WINDOW ENVELOPES-UB
1377	03/09/2020	Claims	2	100870	COLONIAL LAWN & GARDEN, INC.	1,024.62	CIVIC CENTER LAW SVC-02/2020
1378	03/09/2020	Claims	2	100871	COMMERCIAL TIRE	200.52	JOHN DEERE 31056 TIRE REPAIR
1379	03/09/2020	Claims	2	100872	COMPLIANCE SOLUTIONS, INC	2.35	INVOICE# 51008 SHORT PAID-LIMESTONE
1380	03/09/2020	Claims	2	100873	CONCRETE SPECIAL TIES, INC.	34.21	GUN CAULK QT SIZE COX
1381	03/09/2020	Claims	2	100874	COPIERS NORTHWEST	346.74	COPIER MAINTENANCE 01/24/2020-02/23/2020
1382	03/09/2020	Claims	2	100875	CORE & MAIN LP	12,007.82	FORD BRASS; NO LEAD WATER PARTS; CREDIT MEMO; 3" COMPOUND COVER ASSY; CREDIT; METER ANTENNAS; 8" DUCTILE IRON PIPE; 40" TR MJ MED HYD LA; STORZ ADP WITH CAP; HYD EXT 5-1/4 MED WITH 304 SS BOLTS & NUT
1383	03/09/2020	Claims	2	100876	D & G CLEANING,LLC	4,948.00	CIVIC CENTER & PD CLEANING-02/2020; AB/BARN CLEANING-02/2020
1384	03/09/2020	Claims	2	100877	D R BROWN TRUCKING	50.00	BUSINESS LICENSE OVERPAYMENT
1385	03/09/2020	Claims	2	100878	TORIN M DELVO	19.12	WSU PESTICIDE CLASS 2020
1386	03/09/2020	Claims	2	100879	DOUBLE J ENTERPRISES	50.00	BUSINESS LICENSE OVERPAYMENT
1387	03/09/2020	Claims	2	100880	EVERGREEN RURAL	855.00	ANNUAL CONFERENCE 2020; HENNE, BUNTING, DELVO; 02.25.20 THRU
1388	03/09/2020	Claims	2	100881	FASTENAL	29.77	BLACK NITRIL POWDER GRIP GLOVES
1389	03/09/2020	Claims	2	100882	FEDEX	65.26	SHIPPED EMPLOYEE DOCUMENTS
1390	03/09/2020	Claims	2	100883	GAP AUTO PARTS - PW	88.19	80-90 QUARTS; WEATHERPACK EXTRACTOR PKG, BRAKLEEN 9821; EVOLUTION PLUS W/HDW; SILENT STOP REAR & FRONT BRAKE ROTOR; CREDIT RETURN
1391	03/09/2020	Claims	2	100884	GRANT J HUNT CO	3,750.00	DESIGN & MARKETING - 02/2020
1392	03/09/2020	Claims	2	100885	ROBERT M HENNESSY	15.00	WSU PESTICIDE CLASS 2020
1393	03/09/2020	Claims	2	100886	HLA ENGINEERING & LAND SURVEYING INC	24,498.00	PROFESSIONAL SERVICES THRU JANUARY 31, 2020
1394	03/09/2020	Claims	2	100887	INK LINK INCORPORATED	1,322.87	UG BANNERS RE-ORDER W/HARDWARE
1395	03/09/2020	Claims	2	100888	INTERSTATE BATTERIES INC	135.10	LOADER; BATTERY 31-MHD
1396	03/09/2020	Claims	2	100889	JUB ENGINEERS INC	48,013.02	PROFESSIONAL SVCS; REGIONAL BELTWAY CONNECTOR PROJECT 120119 TO 122819
1397	03/09/2020	Claims	2	100890	KAMAN FLUID POWER	17.92	PH HOSE BARB; HOSE BARB TO MALE PIPE; HB ELBOW TO MALE PIPE

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1398	03/09/2020	Claims	2	100891	KNOBELS ELECTRIC INC	445.80	WELL #6 TROUBLE SHOOT YOUTH ACTIVITIES PARK; LIFT STATION #2 HOOK UP MOTOR
1399	03/09/2020	Claims	2	100892	LAW OFFICE OF DANIEL POLAGE	14,370.00	PUBLIC DEFENDER SVC
1400	03/09/2020	Claims	2	100893	LAW OFFICE OF GARY M CUILIER	2,660.00	CLASS 3, HEB MINI STORAGE
1401	03/09/2020	Claims	2	100894	JOSHUA LEON	119.25	REFUND UTILITY DEPOSIT
1402	03/09/2020	Claims	2	100895	LOWES COMPANY INC	551.49	STEP-IN FENCE POSTS FOR PLANNING BOARDS; STEEL REBAR PIN, SCREWS, PRIME KD DOU, SCREWS, ADAPTER, PIPE, COMFORT PAD, SPRAY BOTTLES; POST HOLE DIGGERS; 1 QT MEASURE RIGHT LID, CONTAINER, 2 IN CHIP; CONT
1403	03/09/2020	Claims	2	100896	MAJORS BURGERS	50.00	BUSINESS LICENSE OVERPAYMENT
1404	03/09/2020	Claims	2	100897	MORTONS SUPPLY	58.29	1" APOLLO STOP & WASTE VALVE
1405	03/09/2020	Claims	2	100898	NEOFUNDS	1,000.00	POSTAGE-02/2020
1406	03/09/2020	Claims	2	100899	OFFICE SOLUTIONS NORTHWEST	293.25	BUSINESS LICENSE PAPER; COPY PAPER-2/2020, GEL PENS;HEAVY DUTY ENVELOPES;CORRECTION TAPE;HIGHLIGHTERS; COPY PAPER-02/2020
1407	03/09/2020	Claims	2	100900	POULIN'S, INC	1,202.53	#1010 ENGINE & OIL FOR SPRAY RIG; 12-OIL 10W - 30 P.E.
1408	03/09/2020	Claims	2	100901	REPUBLIC PUBLISHING CO	746.95	MLM SEPA & J AND P FLUAITT DUPLEX PROPOSAL; NTC OF FEB 27TH & MAR 19TH -LIBRARY MEETINGS
1409	03/09/2020	Claims	2	100902	SHERWIN-WILLIAMS COMPANY	1,623.32	PAINT FOR BEAUTIFICATION; STREET PAINT; PRO PARK WB WHITE
1410	03/09/2020	Claims	2	100903	RAYMOND V SUAREZ	23.10	WSU PESTICIDE CONFERENCE 2020
1411	03/09/2020	Claims	2	100904	THE HOME DEPOT PRO	241.99	FINISH MOP & SC JOHN HYPER FLOOR STRIP
1412	03/09/2020	Claims	2	100905	THE PRINT GUYS INC.	54.05	HODKISON - BUSINESS CARDS
1413	03/09/2020	Claims	2	100906	TROY LEE & ASSOCIATES	2,000.00	PUBLIC DEFENDER SERVICE COUNSEL
1414	03/09/2020	Claims	2	100907	UNION GAP SCHOOL DISTRICT NO. 2	5,702.77	STEM PROGRAM REIMBURSEMENT-01/2020
1415	03/09/2020	Claims	2	100908	UNION GAP WATER FUND & SEWER	1,850.81	CIVIC CENTER & FIRE DEP.T-02/2020; 4401 MAIN STREET-02/2020; PARKS-02/2020
1416	03/09/2020	Claims	2	100909	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE-03/2020
1417	03/09/2020	Claims	2	100910	VERIZON WIRELESS - CH #742100945-0001	488.95	CH - 02/2020

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
1418	03/09/2020	Claims	2	100911	VERIZON WIRELESS - PD2#672326319	640.24	MODEMS 02/14/2020-03/13/2020
1419	03/09/2020	Claims	2	100912	VERIZON WIRELESS - PW #542075407	324.81	PW CELL SERVICE-02/2020
1420	03/09/2020	Claims	2	100913	WA STATE DEPT OF TRANSPORTATION	2,803.49	SIGNAL MAINT, REPAIR & ADDITIONS; MANUFACTURE & SHIP
1421	03/09/2020	Claims	2	100914	WASHINGTON TRACTOR	16.10	F1145 OIL FILTERS & KEY
1422	03/09/2020	Claims	2	100915	WELLS FARGO VENDOR FIN SERV	604.25	TASKALFA LEASE-02/2020
1423	03/09/2020	Claims	2	100916	TIMOTHY J WILSEY	14.80	WSU PESTICIDE CLASS 2020
1424	03/09/2020	Claims	2	100917	BARRY M WOODARD	12,730.00	PUBLIC DEFENDER-02/2020
1425	03/09/2020	Claims	2	100918	YAKIMA CO AUDITOR	39.00	UTILITY LIEN RELEASE-CLEVANGER/BUTLER
1426	03/09/2020	Claims	2	100919	YAKIMA CO DEPT OF CORRECTIONS	45,911.93	INMATE HOUSING/MEDICAL JAN 2020
1427	03/09/2020	Claims	2	100920	YAKIMA CO DISTRICT COURT	19,711.75	MUNICIPAL COURT OPERATIONS-1/2020
1428	03/09/2020	Claims	2	100921	YAKIMA COOPERATIVE ASSN	674.25	BULK PROPANE - AHTANUM PARK; BULK PROPANE-ACTIVITIES
1429	03/09/2020	Claims	2	100922	YAKIMA PRINTING COMPANY LLC	16.23	BUSINESS CARDS BROWNELL
1430	03/09/2020	Claims	2	100923	YAKIMA VALLEY TOURISM	2,500.00	SCENIC WA-JAN 2020 PROMOTION
1431	03/05/2020	Claims	2	100924	MEDSTAR CABULANCE,	73,608.79	DIAL A RIDE/FIXED ROUTE-02/2020
001 Current Expense Fund						121,971.84	
101 Street Fund						6,608.71	
107 Convention Center Reserve Fund						5,186.17	
108 Tourism Promotion Area Fund						4,583.00	
113 Fire Truck Reserve Fund						138.34	
121 Street Development Reserve Fund						9,875.00	
128 Transit System Fund						73,755.38	
130 Community Policing Fund						170.15	
133 Marijuana Excise Tax Fund						5,702.77	
305 Regional Beltway Connector Fund						48,013.02	
401 Water Fund						15,402.27	
402 Garbage Fund						98,991.60	
403 Sewer Fund						63,085.06	
405 Sewer Improvement Reserve						13,140.00	
414 Water Deposits						182.10	
* Transaction Has Mixed Revenue And Expense Accounts						466,805.41	Claims: 466,805.41

WARRANT/CHECK REGISTER

CITY OF UNION GAP

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Trans Date	Type	Acct #	War #	Claimant	Amount	Memo
1326 03/06/2020	Claims	2	EFT	XPRESS BILL PAY	401.81	ONLINE PAYMENTS FEE - 02/2020
				401 - 534 50 49 00 - MISCELLANEOUS	133.94	
				403 - 535 50 49 00 - MISCELLANEOUS	133.94	
				402 - 537 50 49 00 - MISCELLANEOUS	133.93	
1352 03/09/2020	Claims	2	EFT	US BANK CARDMEMBER SVC	1,599.43	REVERSE DUPLICATE PAYMENT; DOL NOTARY RENEWAL - BISCONER; VALVE FOR 4 WHEELER PD; PAPER BAGS PATROL/EVIDENCE; 35TH ANNUAL YCDA MEETING-J.H.; CHAMBER/COMMUNITY LUNCHEON; J.H./A.F.; CRAIGSLIST JOB ANNOU
				001 - 511 60 49 00 - MISCELLANEOUS	8.93	
				001 - 511 60 49 00 - MISCELLANEOUS	-65.00	
				001 - 511 60 49 00 - MISCELLANEOUS	65.00	
				001 - 511 60 49 00 - MISCELLANEOUS	25.00	
				001 - 513 10 49 01 - MISCELLANEOUS	25.00	
				001 - 514 23 31 00 - SUPPLIES	24.85	
				001 - 514 30 49 00 - MISCELLANEOUS	125.00	
				001 - 514 30 49 00 - MISCELLANEOUS	30.00	
				001 - 517 91 31 00 - SUPPLIES	293.04	
				001 - 521 21 32 01 - LEAD TASK FORCE - FUEL	186.07	
				001 - 521 21 32 01 - LEAD TASK FORCE - FUEL	-50.00	
				001 - 521 22 31 00 - PATROL SUPPLIES	23.26	
				130 - 521 30 31 31 - COLD WEATHER DONATIC	170.15	
				001 - 521 40 32 00 - PD TRAINING FUEL	28.31	
				001 - 521 40 43 00 - PD TRAINING TRAVEL	51.04	
				001 - 521 50 48 00 - PD FACILITIES REPAIRS &	55.44	
				113 - 522 20 31 13 - OFFICE & OPERATING SUP	138.34	
				401 - 534 50 31 00 - SUPPLIES	21.57	
				401 - 534 50 44 00 - ADVERTISING	10.00	
				403 - 535 50 31 00 - SUPPLIES	21.57	
				403 - 535 50 44 00 - ADVERTISING	10.00	
				402 - 537 50 31 00 - SUPPLIES	21.56	
				402 - 537 50 44 00 - ADVERTISING	10.00	
				101 - 542 30 31 00 - SUPPLIES	21.57	
				101 - 543 30 44 00 - ADVERTISING	10.00	
				001 - 554 30 31 00 - SUPPLIES - ANIMAL CONTI	317.16	
				001 - 576 80 31 00 - SUPPLIES	21.57	
1353 03/02/2020	Claims	2	EFT	MERCHANT SERVICES	777.09	CREDIT CARD PAYMENTS FEE - 02/2020
				401 - 534 50 49 00 - MISCELLANEOUS	259.03	
				403 - 535 50 49 00 - MISCELLANEOUS	259.03	
				402 - 537 50 49 00 - MISCELLANEOUS	259.03	
1354 03/04/2020	Claims	2	EFT	CHASE PAYMENTECH	740.34	ONLINE PAYMENTS FEE - 02/2020
				001 - 514 30 49 00 - MISCELLANEOUS	23.44	
				001 - 524 20 49 00 - MISCELLANEOUS	23.44	
				401 - 534 50 49 00 - MISCELLANEOUS	223.34	
				403 - 535 50 49 00 - MISCELLANEOUS	223.34	
				402 - 537 50 49 00 - MISCELLANEOUS	223.34	
				001 - 558 60 49 00 - MISCELLANEOUS	23.44	
1355 03/09/2020	Claims	2	EFT	CENTURY LINK	1,124.69	SENIOR CENTER-02/2020; FIRE DEPT - 02/2020; CIVIC CAMPUS PHONE/CITY FAX-02/2020; PW WORKS- 02/2020; CIVIC CENTER TRUNK SVC-02/2020
				001 - 518 20 42 00 - COMMUNICATION	268.18	
				001 - 518 20 42 00 - COMMUNICATION	612.39	
				001 - 522 10 42 00 - COMMUNICATION	58.29	

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			401 - 534 50 42 00 -		COMMUNICATION	31.37	
			403 - 535 50 42 00 -		COMMUNICATION	31.37	
			402 - 537 50 42 00 -		COMMUNICATION	31.37	
			101 - 543 30 42 00 -		COMMUNICATION	31.36	
			001 - 571 21 42 00 -		COMMUNICATION	60.36	
1356	03/09/2020	Claims	2	EFT	INTEGRA TELECOM	1,865.91	FIRE DEPT - 03/2020
			001 - 522 10 42 00 -		COMMUNICATION	1,865.91	
1357	03/09/2020	Claims	2	EFT	OFFICE DEPOT-CITY HALL	109.31	BINDERS;BLACK MARKER & INK CTG'S
			001 - 511 60 31 01 -		SUPPLIES	44.40	
			001 - 513 10 31 00 -		SUPPLIES	12.98	
			001 - 514 23 31 00 -		SUPPLIES	32.46	
			001 - 514 30 31 00 -		SUPPLIES	19.47	
1358	03/09/2020	Claims	2	EFT	OFFICE DEPOT-PD	143.73	PAPER/CD SLEEVES
			001 - 521 10 31 01 -		PD CLERICAL SUPPLIES	125.36	
			001 - 521 22 31 00 -		PATROL SUPPLIES	18.37	
1359	03/09/2020	Claims	2	100852	ABSOLUTE COMFORT TECHNOLOGY	1,151.81	QUARTELY BILLING;CIVIC CAMPUS
			001 - 518 20 48 00 -		REPAIRS & MAINTENANCE	1,151.81	
1360	03/09/2020	Claims	2	100853	AMERIFUEL	1,906.77	FUEL FEB 1-15 2020
			001 - 521 10 32 00 -		PD ADMIN FUEL	103.07	
			001 - 521 21 32 00 -		INVESTIGATION FUEL	120.31	
			001 - 521 21 32 01 -		LEAD TASK FORCE - FUEL	178.58	
			001 - 521 22 32 00 -		PATROL FUEL	1,456.32	
			001 - 554 30 32 00 -		FUEL - ANIMAL CONTROL	48.49	
1361	03/09/2020	Claims	2	100854	GRILL & BAR APPLEBEE'S NEIGHBORHOOD	50.00	BUSINESS LICENSE OVERPAYMENT
			001 - 321 99 00 00 -		GENERAL BUSINESS LICEN	-50.00	
1362	03/09/2020	Claims	2	100855	AT&T MOBILITY	485.85	PHONES/MODEMS 12/20/2019-01/19/2020
			001 - 521 10 42 01 -		PD CLERICAL COMMUNIC.	485.85	
1363	03/09/2020	Claims	2	100856	AUTO CARE EXPERTS	600.25	#1017 FRONT & REAR BRAKE REMOVE & REPLACE
			403 - 531 30 48 00 -		STORMWATER REPAIRS &	30.01	
			401 - 534 50 48 00 -		REPAIRS & MAINTENANCE	150.06	
			403 - 535 50 31 00 -		SUPPLIES	120.05	
			101 - 542 30 48 00 -		REPAIRS & MAINTENANCE	90.04	
			101 - 542 66 48 00 -		REPAIRS & MAINTENANCE	45.02	
			101 - 542 70 48 00 -		REPAIRS & MAINTENANCE	45.02	
			128 - 547 60 48 00 -		REPAIRS & MAINTENANCE	30.01	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	90.04	
1364	03/09/2020	Claims	2	100857	RYAN BARBER	62.85	Refund Utility Deposit
			414 - 586 00 04 14 -		DEPOSIT REFUND	62.85	Refund Utility Deposit
1365	03/09/2020	Claims	2	100858	BASIN DISPOSAL OF YAKIMA LLC	97,746.90	GA/RCY SVC-02/2020
			402 - 537 60 49 00 -		CONTRACTED SERVICES	97,746.90	
1366	03/09/2020	Claims	2	100859	CRAIG G BUNTING	22.16	WSU PESTICIDE CLASS 2020
			101 - 542 30 43 00 -		TRAVEL	22.16	
1367	03/09/2020	Claims	2	100860	BURROWS TRACTOR COMPANY	92.13	JOHN DEERE 1145 PARTS; 1/4 PIN, HAIR PIN; NOZZLE TEE, LINK PIN, HAIR PIN, SEAT COVER
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	18.74	
			001 - 576 80 48 00 -		REPAIRS & MAINTENANCE	73.39	

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1368	03/09/2020	Claims	2	100861	CANON FINACIAL SERVICES	186.10	COPIER LEASE FEB 2020
					001 - 521 10 45 01 - PD CLERICAL RENTALS &	186.10	
1369	03/09/2020	Claims	2	100862	CAREY MOTORS	1,989.03	LOF/TIRE ROTATION VEH 9; LOF/DIAGNOSE AND REPAIR EXHAUST SMELL/CO2 ALARM SOUNDING/REPLACED CABIN FILTER VEH 11, LOF/TIRE ROTATION VEH 22; REPLACE WIPER ASSYEMBLY VEH 5
					001 - 521 10 48 00 - PD ADMIN REPAIRS & MAI	43.14	
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	43.18	
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	1,793.56	
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	109.15	
1370	03/09/2020	Claims	2	100863	CASCADE ANALYTICAL	209.09	WA SAMPLING
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	209.09	
1371	03/09/2020	Claims	2	100864	CENTRAL WA AG MUSEUM	1,436.17	AG MUSEUM
					107 - 571 10 42 00 - COMMUNICATION-AG MU	164.82	
					107 - 571 10 47 00 - UTILITIES-AG MUSEUM	1,271.35	
1372	03/09/2020	Claims	2	100865	CENTRAL WASHINGTON FAIR ASSOC.	2,083.00	MARKETING & SALES - 03/2020
					108 - 557 30 44 01 - STATE FAIR PARK SALES F	2,083.00	
1373	03/09/2020	Claims	2	100866	CINTAS CORP #605	78.84	CIVIC CENTER & PD MAT SVC-02/28/2020
					001 - 518 31 45 00 - OPERATING RENTALS & LJ	38.39	
					001 - 521 50 45 00 - PD FACILITIES OPERATION	40.45	
1374	03/09/2020	Claims	2	100867	CITY OF YAKIMA	60,834.09	WHOLESALE SEWER; THREE PARTY AGREEMENT; JANUARY 2020
					403 - 535 50 41 03 - INTERGOVERNMENTAL PF	60,834.09	
1375	03/09/2020	Claims	2	100868	CLASSIC CAR WASH	38.50	CAR WASHES JAN 2020
					001 - 521 22 48 00 - PATROL REPAIRS & MAIN	38.50	
1376	03/09/2020	Claims	2	100869	CLASSIC PRINTING INC	406.56	WINDOW ENVELOPES-UB
					401 - 534 50 31 00 - SUPPLIES	135.52	
					403 - 535 50 31 00 - SUPPLIES	135.52	
					402 - 537 50 31 00 - SUPPLIES	135.52	
1377	03/09/2020	Claims	2	100870	COLONIAL LAWN & GARDEN, INC.	1,024.62	CIVIC CENTER LAW SVC-02/2020
					001 - 518 20 48 00 - REPAIRS & MAINTENANCE	1,024.62	
1378	03/09/2020	Claims	2	100871	COMMERCIAL TIRE	200.52	JOHN DEERE 31056 TIRE REPAIR
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	200.52	
1379	03/09/2020	Claims	2	100872	COMPLIANCE SOLUTIONS, INC	2.35	INVOICE# 51008 SHORT PAID-LIMESTONE
					001 - 576 80 31 00 - SUPPLIES	2.35	
1380	03/09/2020	Claims	2	100873	CONCRETE SPECIAL TIES, INC.	34.21	GUN CAULK QT SIZE COX
					001 - 576 80 31 00 - SUPPLIES	34.21	
1381	03/09/2020	Claims	2	100874	COPIERS NORTHWEST	346.74	COPIER MAINTENANCE 01/24/2020-02/23/2020
					001 - 521 10 48 01 - PD CLERICAL REPARIS & M	346.74	

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1382	03/09/2020	Claims	2	100875	CORE & MAIN LP	12,007.82	FORD BRASS; NO LEAD WATER PARTS; CREDIT MEMO; 3" COMPOUND COVER ASSY; CREDIT; METER ANTENNAS; 8" DUCTILE IRON PIPE; 4'0" TR MJ MED HYD LA; STORZ ADP WITH CAP; HYD EXT 5-1/4 MED WITH 304 SS BOLTS & NUT
					401 - 534 50 31 00 - SUPPLIES	1,253.60	
					401 - 534 50 31 00 - SUPPLIES	-64.83	
					401 - 534 50 31 00 - SUPPLIES	2,856.86	
					401 - 534 50 31 00 - SUPPLIES	5,562.70	
					401 - 534 50 31 00 - SUPPLIES	2,399.49	
1383	03/09/2020	Claims	2	100876	D & G CLEANING,LLC	4,948.00	CIVIC CENTER & PD CLEANING-02/2020; AB/BARN CLEANING-02/2020
					001 - 518 20 41 00 - PROF. SERVICES	4,178.00	
					001 - 576 80 41 01 - PROF SVC- WHITE GLOVE	770.00	
1384	03/09/2020	Claims	2	100877	D R BROWN TRUCKING	50.00	BUSINESS LICENSE OVERPAYMENT
					001 - 321 99 00 00 - GENERAL BUSINESS LICEN	-50.00	
1385	03/09/2020	Claims	2	100878	TORIN M DELVO	19.12	WSU PESTICIDE CLASS 2020
					101 - 542 30 43 00 - TRAVEL	19.12	
1386	03/09/2020	Claims	2	100879	DOUBLE J ENTERPRISES	50.00	BUSINESS LICENSE OVERPAYMENT
					001 - 321 99 00 00 - GENERAL BUSINESS LICEN	-50.00	
1387	03/09/2020	Claims	2	100880	EVERGREEN RURAL	855.00	ANNUAL CONFERENCE 2020; HENNE, BUNTING, DELVO; 02.25.20 THRU 02.27.20
					401 - 534 50 49 00 - MISCELLANEOUS	855.00	
1388	03/09/2020	Claims	2	100881	FASTENAL	29.77	BLACK NITRIL POWDER GRIP GLOVES
					401 - 534 50 31 00 - SUPPLIES	5.95	
					403 - 535 50 31 00 - SUPPLIES	5.95	
					402 - 537 50 31 00 - SUPPLIES	5.96	
					101 - 542 30 31 00 - SUPPLIES	5.96	
					001 - 576 80 31 00 - SUPPLIES	5.95	
1389	03/09/2020	Claims	2	100882	FEDEX	65.26	SHIPPED EMPLOYEE DOCUMENTS
					001 - 513 10 42 01 - COMMUNICATION	65.26	
1390	03/09/2020	Claims	2	100883	GAP AUTO PARTS - PW	88.19	80-90 QUARTS; WEATHERPACK EXTRACTOR PKG, BRAKLEEN 9821; EVOLUTION PLUS W/HDW; SILENT STOP REAR & FRONT BRAKE ROTOR; CREDIT RETURN
					401 - 534 50 31 00 - SUPPLIES	10.08	
					401 - 534 50 48 00 - REPAIRS & MAINTENANCE	7.56	
					403 - 535 50 31 00 - SUPPLIES	10.07	
					403 - 535 50 48 00 - REPAIRS & MAINTENANCE	7.56	
					402 - 537 50 31 00 - SUPPLIES	10.07	
					402 - 537 50 48 00 - REPAIRS & MAINTENANCE	7.57	
					101 - 542 30 31 00 - SUPPLIES	10.08	
					101 - 542 30 48 00 - REPAIRS & MAINTENANCE	7.56	
					001 - 576 80 31 00 - SUPPLIES	10.08	
					001 - 576 80 48 00 - REPAIRS & MAINTENANCE	7.56	
1391	03/09/2020	Claims	2	100884	GRANT J HUNT CO	3,750.00	DESIGN & MARKETING - 02/2020
					107 - 557 30 41 01 - PROF SERVICES-GRANT J H	3,750.00	
1392	03/09/2020	Claims	2	100885	ROBERT M HENNESSY	15.00	WSU PESTICIDE CLASS 2020

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			001 - 576 80 43 00 - TRAVEL			15.00	
1393	03/09/2020	Claims	2	100886	HLA ENGINEERING & LAND SURVEYING INC	24,498.00	PROFESSIONAL SERVICES THRU JANUARY 31, 2020
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			754.00	
			101 - 543 30 41 00 - PROFESSIONAL SERVICES			514.00	
			001 - 558 60 41 00 - PROFESSIONAL SERVICES			215.00	
			405 - 594 35 64 05 - SEWER SYSTEM IMPR-3RD			9,000.00	
			405 - 594 38 64 25 - AHTANUM/MAIN ST STORI			4,140.00	
			121 - 595 64 00 46 - COMPLETE STREETS-CON			9,875.00	
1394	03/09/2020	Claims	2	100887	INK LINK INCORPORATED	1,322.87	UG BANNERS RE-ORDER W/HARDWARE
			001 - 571 20 31 00 - COMM ENHANCEMENT-SU			1,322.87	
1395	03/09/2020	Claims	2	100888	INTERSTATE BATTERIES INC	135.10	LOADER; BATTERY 31-MHD
			101 - 542 30 48 00 - REPAIRS & MAINTENANCE			135.10	
1396	03/09/2020	Claims	2	100889	JUB ENGINEERS INC	48,013.02	PROFESSIONAL SVCS; REGIONAL BELTWAY CONNECTOR PROJECT 120119 TO 122819
			305 - 595 10 41 26 - REGIONAL BELTWAY-ENC			48,013.02	
1397	03/09/2020	Claims	2	100890	KAMAN FLUID POWER	17.92	PH HOSE BARB; HOSE BARB TO MALE PIPE; HB ELBOW TO MALE PIPE
			401 - 534 50 31 00 - SUPPLIES			3.58	
			403 - 535 50 31 00 - SUPPLIES			3.59	
			402 - 537 50 31 00 - SUPPLIES			3.59	
			101 - 542 30 31 00 - SUPPLIES			3.58	
			001 - 576 80 31 00 - SUPPLIES			3.58	
1398	03/09/2020	Claims	2	100891	KNOBELS ELECTRIC INC	445.80	WELL #6 TROUBLE SHOOT YOUTH ACTIVITIES PARK; LIFT STATION #2 HOOK UP MOTOR
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			124.42	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			321.38	
1399	03/09/2020	Claims	2	100892	LAW OFFICE OF DANIEL POLAGE	14,370.00	PUBLIC DEFENDER SVC
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC			14,370.00	
1400	03/09/2020	Claims	2	100893	LAW OFFICE OF GARY M CUILLIER	2,660.00	CLASS 3, HEB MINI STORAGE
			001 - 558 60 41 00 - PROFESSIONAL SERVICES			2,660.00	
1401	03/09/2020	Claims	2	100894	JOSHUA LEON	119.25	REFUND UTILITY DEPOSIT
			414 - 586 00 04 14 - DEPOSIT REFUND			119.25	
1402	03/09/2020	Claims	2	100895	LOWES COMPANY INC	551.49	STEP-IN FENCE POSTS FOR PLANNING BOARDS; STEEL REBAR PIN, SCREWS, PRIME KD DOU, SCREWS, ADAPTER, PIPE, COMFORT PAD, SPRAY BOTTLES; POST HOLE DIGGERS; 1 QT MEASURE RIGHT LID, CONTAINER, 2 IN CHIP; CONT
			401 - 534 50 31 00 - SUPPLIES			74.97	
			401 - 534 50 31 00 - SUPPLIES			143.41	
			401 - 534 50 35 00 - SMALL TOOLS & EQUIPME			15.62	
			403 - 535 50 31 00 - SUPPLIES			5.83	
			403 - 535 50 35 00 - SMALL TOOLS & EQUIPME			15.62	
			402 - 537 50 31 00 - SUPPLIES			34.54	
			402 - 537 50 35 00 - SMALL TOOLS & EQUIPME			15.62	
			101 - 542 30 31 00 - SUPPLIES			34.65	
			101 - 542 30 35 00 - SMALL TOOLS & EQUIPME			15.60	

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		101 - 542 64 31 00 -		SUPPLIES	41.01	
		128 - 547 60 31 00 -		OFFICE & OPERATING SUP	28.92	
		001 - 558 60 31 00 -		SUPPLIES	18.96	
		001 - 576 80 31 00 -		SUPPLIES	91.12	
		001 - 576 80 35 00 -		SMALL TOOLS & EQUIPME	15.62	
1403	03/09/2020	Claims	2	100896 MAJORS BURGERS	50.00	BUSINESS LICENSE OVERPAYMENT
		001 - 321 99 00 00 -		GENERAL BUSINESS LICEN	-50.00	
1404	03/09/2020	Claims	2	100897 MORTONS SUPPLY	58.29	1" APOLLO STOP & WASTE VALVE
		403 - 535 50 48 00 -		REPAIRS & MAINTENANCE	58.29	
1405	03/09/2020	Claims	2	100898 NEOFUNDS	1,000.00	POSTAGE-02/2020
		001 - 514 23 42 00 -		COMMUNICATIONS	163.37	
		001 - 514 30 42 00 -		COMMUNICATIONS	319.03	
		001 - 521 10 42 00 -		PD ADMIN COMMUNICATI	104.53	
		001 - 521 10 42 00 -		PD ADMIN COMMUNICATI	15.50	
		401 - 534 50 42 00 -		COMMUNICATION	132.52	
		403 - 535 50 42 00 -		COMMUNICATION	132.52	
		402 - 537 50 42 00 -		COMMUNICATION	132.53	
1406	03/09/2020	Claims	2	100899 OFFICE SOLUTIONS NORTHWEST	293.25	BUSINESS LICENSE PAPER; COPY PAPER-2/2020, GEL PENS;HEAVY DUTY ENVELOPES;CORRECTION TAPE;HIGHLIGHTERS; COPY PAPER-02/2020
		001 - 511 60 31 01 -		SUPPLIES	2.72	
		001 - 511 60 31 01 -		SUPPLIES	2.73	
		001 - 513 10 31 00 -		SUPPLIES	4.80	
		001 - 513 10 31 00 -		SUPPLIES	4.81	
		001 - 514 23 31 00 -		SUPPLIES	23.72	
		001 - 514 23 31 00 -		SUPPLIES	23.79	
		001 - 514 30 31 00 -		SUPPLIES	49.94	
		001 - 514 30 31 00 -		SUPPLIES	62.70	
		001 - 514 30 31 00 -		SUPPLIES	31.48	
		001 - 521 10 31 00 -		PD ADMIN SUPPLIES	0.02	
		001 - 521 10 31 00 -		PD ADMIN SUPPLIES	0.01	
		001 - 524 20 31 00 -		SUPPLIES	21.82	
		001 - 524 20 31 00 -		SUPPLIES	15.54	
		401 - 534 50 31 00 -		SUPPLIES	12.31	
		401 - 534 50 31 00 -		SUPPLIES	1.98	
		403 - 535 50 31 00 -		SUPPLIES	12.30	
		403 - 535 50 31 00 -		SUPPLIES	1.98	
		402 - 537 50 31 00 -		SUPPLIES	12.30	
		402 - 537 50 31 00 -		SUPPLIES	1.98	
		001 - 558 60 31 00 -		SUPPLIES	6.32	
1407	03/09/2020	Claims	2	100900 POULIN'S, INC	1,202.53	#1010 ENGINE & OIL FOR SPRAY RIG; 12-OIL 10W - 30 P.E.
		101 - 542 70 31 00 -		SUPPLIES	72.71	
		101 - 542 70 41 00 -		PROFESSIONAL SERVICES	1,129.82	
1408	03/09/2020	Claims	2	100901 REPUBLIC PUBLISHING CO	746.95	MLM SEPA & J AND P FLUAITT DUPLEX PROPOSAL; NTC OF FEB 27TH & MAR 19TH -LIBRARY MEETINGS
		001 - 511 60 44 00 -		OFFICIAL PUBLICATIONS	256.37	
		001 - 558 60 42 00 -		COMMUNICATION	490.58	
1409	03/09/2020	Claims	2	100902 SHERWIN-WILLIAMS COMPANY	1,623.32	PAINT FOR BEAUTIFICATION; STREET PAINT; PRO PARK WB WHITE
		402 - 537 50 31 00 -		SUPPLIES	87.66	

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			101 - 542 64 31 00 - SUPPLIES			1,448.00	
			128 - 547 60 31 00 - OFFICE & OPERATING SUP			87.66	
1410	03/09/2020	Claims	2	100903	RAYMOND V SUAREZ	23.10	WSU PESTICIDE CONFERENCE 2020
			101 - 542 30 43 00 - TRAVEL			23.10	
1411	03/09/2020	Claims	2	100904	THE HOME DEPOT PRO	241.99	FINISH MOP & SC JOHN HYPER FLOOR STRIP
			001 - 576 80 31 00 - SUPPLIES			241.99	
1412	03/09/2020	Claims	2	100905	THE PRINT GUYS INC.	54.05	HODKISON - BUSINESS CARDS
			001 - 511 60 49 00 - MISCELLANEOUS			54.05	
1413	03/09/2020	Claims	2	100906	TROY LEE & ASSOCIATES	2,000.00	PUBLIC DEFENDER SERVICE COUNSEL
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC			2,000.00	
1414	03/09/2020	Claims	2	100907	UNION GAP SCHOOL DISTRICT NO. 2	5,702.77	STEM PROGRAM REIMBURSEMENT-01/2020
			133 - 571 22 41 33 - SUMMER YOUTH - PROF S'			5,702.77	
1415	03/09/2020	Claims	2	100908	UNION GAP WATER FUND & SEWER	1,850.81	CIVIC CENTER & FIRE DEPT.-02/2020; 4401 MAIN STREET-02/2020; PARKS-02/2020
			001 - 518 20 47 00 - UTILITIES/CIVIC CAMPUS			462.15	
			001 - 522 50 47 00 - FD FACILITIES - UTILITIES			155.95	
			403 - 535 50 47 00 - UTILITIES			631.92	
			001 - 576 80 47 00 - UTILITIES			600.79	
1416	03/09/2020	Claims	2	100909	UNUM LIFE INSURANCE	111.30	LEOFF 1 LONG TERM CARE-03/2020
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			111.30	
1417	03/09/2020	Claims	2	100910	VERIZON WIRELESS - CH #742100945-0001	488.95	CH - 02/2020
			001 - 511 60 42 01 - COMMUNICATION			376.02	
			001 - 513 10 42 01 - COMMUNICATION			56.29	
			001 - 514 23 42 00 - COMMUNICATIONS			28.32	
			001 - 514 30 42 00 - COMMUNICATIONS			28.32	
1418	03/09/2020	Claims	2	100911	VERIZON WIRELESS - PD2#672326319	640.24	MODEMS 02/14/2020-03/13/2020
			001 - 521 10 42 01 - PD CLERICAL COMMUNIC.			640.24	
1419	03/09/2020	Claims	2	100912	VERIZON WIRELESS - PW #542075407	324.81	PW CELL SERVICE-02/2020
			401 - 534 50 42 00 - COMMUNICATION			64.96	
			403 - 535 50 42 00 - COMMUNICATION			64.96	
			402 - 537 50 42 00 - COMMUNICATION			64.96	
			101 - 542 30 42 00 - COMMUNICATIONS			64.96	
			001 - 576 80 42 00 - COMMUNICATION			64.97	
1420	03/09/2020	Claims	2	100913	WA STATE DEPT OF TRANSPORTATION	2,803.49	SIGNAL MAINT, REPAIR & ADDITIONS; MANUFACTURE & SHIP SIGNS
			101 - 542 64 41 00 - INTERGOVERNMENTAL PF			2,803.49	
1421	03/09/2020	Claims	2	100914	WASHINGTON TRACTOR	16.10	F1145 OIL FILTERS & KEY
			001 - 576 80 48 00 - REPAIRS & MAINTENANCE			16.10	
1422	03/09/2020	Claims	2	100915	WELLS FARGO VENDOR FIN SERV	604.25	TASKALFA LEASE-02/2020
			001 - 511 60 45 00 - OPERATING RENTALS & LJ			19.55	
			001 - 513 10 45 00 - OPERATING RENTALS & LJ			34.50	
			001 - 514 23 45 00 - OPERATING RENTALS & LJ			170.52	
			001 - 514 30 45 00 - OPERATING RENTALS & LJ			225.62	

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			001 - 521 10 45 00 - PD ADMIN RENTALS & LE/			0.07	
			001 - 522 10 45 00 - OPERATING RENTALS & L/			0.07	
			001 - 524 20 45 00 - OPERATING RENTALS & L/			111.40	
			401 - 534 50 45 00 - OPERATING RENTALS & L/			14.17	
			403 - 535 50 45 00 - OPERATING RENTALS & L/			14.17	
			402 - 537 50 45 00 - OPERATING RENTALS & L/			14.17	
			001 - 576 80 45 00 - OPERATING RENTALS & L/			0.01	
1423	03/09/2020	Claims	2	100916	TIMOTHY J WILSEY	14.80	WSU PESTICIDE CLASS 2020
			101 - 542 30 43 00 - TRAVEL			14.80	
1424	03/09/2020	Claims	2	100917	BARRY M WOODARD	12,730.00	PUBLIC DEFENDER-02/2020
			001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC			12,730.00	
1425	03/09/2020	Claims	2	100918	YAKIMA CO AUDITOR	39.00	UTILITY LIEN RELEASE-CLEVENER/BUTLE R
			402 - 537 50 49 00 - MISCELLANEOUS			39.00	
1426	03/09/2020	Claims	2	100919	YAKIMA CO DEPT OF CORRECTIONS	45,911.93	INMATE HOUSING/MEDICAL JAN 2020
			001 - 523 20 41 04 - DETENTION & CORRECTIC			45,911.93	
1427	03/09/2020	Claims	2	100920	YAKIMA CO DISTRICT COURT	19,711.75	MUNICIPAL COURT OPERATIONS-1/2020
			001 - 512 50 41 00 - COURT SERVICE COSTS			19,711.75	
1428	03/09/2020	Claims	2	100921	YAKIMA COOPERATIVE ASSN	674.25	BULK PROPANE - AHTANUM PARK; BULK PROPANE-ACTIVITIES
			001 - 576 80 32 00 - FUEL			312.33	
			001 - 576 80 32 00 - FUEL			361.92	
1429	03/09/2020	Claims	2	100922	YAKIMA PRINTING COMPANY LLC	16.23	BUSINESS CARDS BROWNELL
			001 - 521 22 49 00 - PATROL MISCELLANEOUS			16.23	
1430	03/09/2020	Claims	2	100923	YAKIMA VALLEY TOURISM	2,500.00	SCENIC WA-JAN 2020 PROMOTION
			108 - 557 30 44 08 - YAK VALLEY TOURISM-AI			2,500.00	
1431	03/05/2020	Claims	2	100924	MEDSTAR CABULANCE, INC.	73,608.79	DIAL A RIDE/FIXED ROUTE-02/2020
			128 - 547 60 49 00 - TRANSIT SERVICE PAYME			73,608.79	
			001 Current Expense Fund			121,971.84	
			101 Street Fund			6,608.71	
			107 Convention Center Reserve Fund			5,186.17	
			108 Tourism Promotion Area Fund			4,583.00	
			113 Fire Truck Reserve Fund			138.34	
			121 Street Development Reserve Fund			9,875.00	
			128 Transit System Fund			73,755.38	
			130 Community Policing Fund			170.15	
			133 Marijuana Excise Tax Fund			5,702.77	
			305 Regional Beltway Connector Fund			48,013.02	
			401 Water Fund			15,402.27	
			402 Garbage Fund			98,991.60	
			403 Sewer Fund			63,085.06	
			405 Sewer Improvement Reserve			13,140.00	
			414 Water Deposits			182.10	
							Claims: 466,805.41
* Transaction Has Mixed Revenue And Expense Accounts							466,805.41

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 13:24:02 Date: 03/04/2020

MCAG #: 0853

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

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Trans Date	Type	Acct #	War #	Claimant	Amount Memo
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