

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY JUNE 27, 2022 – 6:00 P.M.
CIVIC CAMPUS, 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 June 13, 2022, as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claim Vouchers – EFT's, and Voucher No. 104787 through 104861 for June 27, 2022, in the amount of \$1,056,294.42

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

Presentation

Paul Strater – Central WA Ag Museum

Public Works & Community Development

1. Resolution No. - _____ - HLA Task Order 2017-03 Addendum No. 2 – Water Rights Administration

2. Resolution No. - _____ - HLA Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement - Design Services VMB Resurfacing

Finance & Administration

Resolution No. - _____ - Federal Bond Investment

- 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**

PRESENTATION

**Paul Strater,
Central WA Ag Museum**



City Council Communication

Meeting Date: June 27, 2022
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution - HLA Task Order 2017-03 Addendum No. 2 – Water Rights Administration

SYNOPSIS: HLA Engineering and Land Surveying, Inc. Task Order No. 2017-03 Addendum No. 2 supplements the previous Task Order No. 2017-03 Addendum No. 1 and addresses providing professional engineering and hydro geologic services for the Water Rights Administration Project.

RECOMMENDATION: Approve a Resolution authorizing the City Manager to sign Task Order No. 2017-03 Addendum No. 2 with HLA Engineering and Land Surveying, Inc. as it relates to providing professional engineering and hydro geological services for the Water Rights Administration project.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW:

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

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

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign Task Order No. 2017-03 Addendum No. 2 with HLA Engineering and Land Surveying, Inc. as it relates to the Water Rights Administration project.

WHEREAS, Addendum No. 2 shall supplement Task Order No. 2017-03 and Addendum No.1; and

WHEREAS, the Washington State Department of Ecology has issued temporary permits to facilitate water system expansion and offset water right quantities in the Broadway annexation area; and

WHEREAS, HLA shall provide professional engineering and hydro geologic services for the initial background research, analysis, and development of the reporting template; and

WHEREAS, this information will be used to prepare the permanent Reports of Examination (ROE) and superseding permits; and

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

The City Manager is authorized to sign Task Order No. 2017-03 Addendum No. 2 with HLA Engineering and Land Surveying, Inc. as it relates to the Water Rights Administration Project.

PASSED this 27th day of June, 2022.

ATTEST:

John Hodkinson, Mayor

Karen Clifton, City Clerk

Bronson Brown, City Attorney

TASK ORDER NO. 2017-03 ADDENDUM NO. 2

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-3

The following shall supplement the previous Task Order No. 2017-03 and Addendum No. 1:

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.

The purpose of the prior investigation by HLA and Aspect was to assist the CITY with initial background research, analysis, and development of a reporting template as required by provisions on the temporary permits. It is our understanding Ecology will then use this information to prepare the permanent Reports of Examination (ROEs) and superseding permits.

In the absence of any single authoritative dataset regarding water source conversions, Aspect conducted a multi-database cross-referencing exercise to identify any parcels/wells that appear to have been converted from self-supply (permit exempt) to the CITY's water system. Water use quantities associated with these residences may be eligible for the consolidation under the CITY's temporary permits.

This investigation identified 200 parcels potentially eligible for consolidation. However, several data gaps were identified in the analysis and next steps were recommended to the CITY.

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 Ecology will then use this information to prepare the permanent ROEs and superseding permits. HLA and Aspect services will include the following:

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, Phase 4C, Phase 4F, Phase 4G, Phase 4H, and Phase 4I. Anticipated scope may include project management, meeting with stakeholders, client communication, and water rights coordination.

7.0 Phase 4F – Data Gaps Analysis

- 7.1 Meet with CITY staff to discuss institutional knowledge, including map-based review/check to determine which parcels are currently connected to CITY water.

- 7.2 Review the mapping/electronic deliverable with HLA and CITY staff.
- 7.3 Collection of information related to annexation dates, inclusions of new areas to CITY water service, and development of history/timeline of critical CITY infrastructure (i.e., water service mains).
- 7.4 Review the available information above and incorporate into the project webmap/database resources. Methods and results of the analysis will be incorporated into the draft memo.

8.0 Phase 4G – Meter Data Review and Analysis

- 8.1 Analyze available meter data (water use) to determine indoor vs. combined indoor and outdoor use (i.e., seasonal variation) and establish an overall per-well residence annual consumptive water use quantity.

The level of effort under this task is highly dependent on the amount and quality of data that is readily available. For this task, twenty-two (22) hours of staff time is allocated to research and collect the supporting data. Regular status reports will be submitted at the beginning of each month. If additional effort is required, HLA will notify the CITY and provide another addendum to Task Order No 2017-03 that will include specific tasks that must be completed.

9.0 Phase 4H – Field Verification

- 9.1 Verify results of analysis for selected parcels via field inspection using windshield survey.
- 9.2 Results will be verified via field inspection (e.g., windshield survey) of select parcels. These select parcels will consist of a representative subset of properties identified during the analysis, including indoor-only and indoor and outdoor water use. Under this task, we assume that field verification will be completed over a two-day effort. Advance notification/coordination with property owners will be provided in cooperation with the CITY.

10.0 Phase 4I – Reporting and Ecology Submittal

- 10.1 Update the existing report template with additional methods and analysis based on the above tasks.
- 10.2 Provide updated report to HLA and the CITY for review.
- 10.3 Prepare final report and provide to Ecology.

The final report will be submitted to Ecology during an in-person technical assistance meeting to refresh the project with current staff, review the analysis, and agree on best next steps, including drafting and review of the Report of Examination.

TIME OF PERFORMANCE:

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

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 (Addendum No. 1), Phase 4B (Addendum No. 1), Phase 4C (Addendum No. 1), Phase 4F (Addendum No. 2), Phase 4G (Addendum No. 2), Phase 4H (Addendum No. 2), and Phase 4I (Addendum No. 2).

7.0 Phase 4F – Data Gaps Analysis

All work described in this Task Order Addendum shall be performed diligently within one-hundred twenty (120) calendar days upon receipt of authorization to proceed and signed agreement.

8.0 Phase 4G – Meter Data Review and Analysis

All work described in this Task Order Addendum shall be performed diligently and completed in a timely manner upon receipt of authorization to proceed and signed agreement.

9.0 Phase 4H – Field Verification

All work described in this Task Order Addendum shall be performed diligently and completed in a timely manner upon receipt of authorization to proceed and signed agreement.

10.0 Phase 4I – Reporting and Ecology Submittal

All work described in this Task Order Addendum shall be performed diligently and completed in a timely manner upon receipt of authorization to proceed and signed agreement.

FEE FOR SERVICE:

For the services furnished by HLA and Aspect, as described under this Task Order Addendum, 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.

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 for the estimated fee of \$5,000.00, in addition to \$5,000.00 included in Addendum No. 1.

7.0 Phase 4F – Data Gaps 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 for an estimated fee of \$5,500.00.

8.0 Phase 4G – Meter Data Review 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 for an estimated fee of \$4,950.00.

9.0 Phase 4H – Field Verification

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 for an estimated fee of \$4,400.00.

10.0 Phase 4I – Reporting and Ecology Submittal

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 for an estimated fee of \$6,600.00.

Proposed: 
HLA Engineering and Land Surveying, Inc.
Michael T. Battle, PE, President

4/28/2022
Date

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

Date



City Council Communication

Meeting Date: June 27, 2022
From: David Dominguez, Civil Engineer
Topic/Issue: Resolution - HLA Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement - Design Services VMB Resurfacing

SYNOPSIS: For your consideration is a *Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement* with HLA Engineering and Land Surveying, Inc. providing design services for the Valley Mall Boulevard Resurfacing Project. Services include grind, overlay and update signal to radar detection.

RECOMMENDATION: Adopt a Resolution authorizing the City Manager to sign a *Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement* with HLA Engineering and Land Surveying, Inc. for design services relating to the Valley Mall Boulevard Resurfacing Project.

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

FINANCIAL REVIEW:

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. HLA Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement Federal Aid Number (pending number assignment) with HLA Engineering and Land Surveying, Inc. for the Valley Mall Boulevard Resurfacing Project.

WHEREAS, a negotiated hourly rate agreement is the type of agreement containing the acceptable method of payment for FHWA funded construction projects; and

WHEREAS, the Valley Mall Boulevard Resurfacing Project requires that the City enter into a new Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement with a Consultant possessing architectural and engineering expertise and project management experience to assist with the Project; and

WHEREAS, the City desires to enter into the Local Agency Consultant Agreement with HLA Engineering and Land Surveying, Inc. for such expertise; and

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

That the City Manager is authorized to sign a Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement Federal Aid Number (pending number assignment) with HLA Engineering and Land Surveying, Inc. for the Valley Mall Boulevard Resurfacing Project.

PASSED this 27th day of June, 2022.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

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

Agreement Number: 21243

Firm/Organization Legal Name (do not use dba's): HLA ENGINEERING AND LAND SURVEYING, INC.	
Address 2803 RIVER ROAD, YAKIMA, WA 98902	Federal Aid Number
UBI Number 600517737	Federal TIN 91-1237188
Execution Date	Completion Date 12/31/2025
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title VALLEY MALL BOULEVARD RESURFACING	
Description of Work GRIND, OVERLAY, AND UPDATE SIGNAL TO RADAR DETECTION. DESIGN SERVICES TO GRIND AND OVERLAY FULL WIDTH OF ROADWAY INCLUDING HMA, NEW PAVEMENT MARKINGS, AND INSTALLATION OF RADAR DETECTION SYSTEM.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input checked="" type="checkbox"/> No MBE Participation <input checked="" type="checkbox"/> No WBE Participation <input checked="" type="checkbox"/> No SBE Participation
Maximum Amount Payable: \$111,000	

Index of Exhibits

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

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

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

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

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

I. General Description of Work

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

II. General Scope of Work

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

III. General Requirements

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

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

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

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

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

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

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

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

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

If to AGENCY:

Name: ARLENE FISHER, CITY MANAGER
Agency: CITY OF UNION GAP
Address: 102 W. AHTANUM ROAD
City: UNION GAP State: WA Zip: 98903
Email: ARLENE.FISHER@UNIONGAPWA.GOV
Phone: 509-248-0432
Facsimile:

If to CONSULTANT:

Name: MICHAEL T. BATTLE, PE
Agency: HLA ENGINEERING AND LAND SURVEYING, INC.
Address: 2803 RIVER ROAD
City: YAKIMA State: WA Zip: 98908
Email: MBATTLE@HLACIVIL.COM
Phone: 509-966-7000
Facsimile: 509-965-3800

IV. Time for Beginning and Completion

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

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

V. Payment Provisions

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

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

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

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

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

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

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

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

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

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

VI. Sub-Contracting

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

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

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

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

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

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

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

VII. Employment and Organizational Conflict of Interest

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

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

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

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VIII. Nondiscrimination

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

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

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

IX. Termination of Agreement

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

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

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

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

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

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

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

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

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

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

X. Changes of Work

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

XI. Disputes

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

XII. Legal Relations

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

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

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

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

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

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

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

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

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

Insurance Coverage

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

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

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

Name: ARLENE FISHER, CITY MANAGER
Agency: CITY OF UNION GAP
Address: 102 W. AHTANUM ROAD
City: UNION GAP State: WA Zip: 98903
Email: ARLENE.FISHER@UNIONGAPWA.GOV
Phone: 509-248-0432
Facsimile:

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

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

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

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

XIII. Extra Work

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

XIV. Endorsement of Plans

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

XV. Federal Review

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

XVI. Certification of the Consultant and the Agency

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

XVII. Complete Agreement

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

XVIII. Execution and Acceptance

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

XIX. Protection of Confidential Information

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

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

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

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

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

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

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

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

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

XX. Records Maintenance

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

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

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

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

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

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

Signature

Date

Signature

Date

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

Exhibit A
Scope of Work

See attached Exhibit A

Project No. 21243

Exhibit A

HLA Engineering and Land Surveying, Inc. Scope of Work

Valley Mall Boulevard Resurfacing (PROJECT) HLA Project No. 21243

Item 1. Project Management and Funding Administration

1. Provide monthly status reports and invoices for work performed.
2. Prepare and coordinate project schedule in conjunction with funding requirements and timelines.
3. Maintain project files for agency review.
4. Perform quality assurance and quality control reviews at each of the design submittals.
5. Attend up to two (2) Staff or City Council meetings, if requested, to address technical aspects of the work related to scope, design, and schedule.

Assumptions:

1. City Staff will prepare funding obligation packages and reimbursements with assistance from HLA.

Item 2. Survey, Mapping and Right of Way (ROW)

1. Conduct a topographic survey as required to prepare preliminary design plans.
2. Mapping limits are from S. 10th Avenue to W. Washington Avenue.
3. Vertical Datum to be completed in NAVD83.
4. Horizontal Datum to be completed in NAD83.
5. Coordinate utility locates.
6. Survey to be completed with drone where possible.
 - o No drone survey available from Road 44 to approximately 400 feet west due to FAA restrictions.
7. Topographic survey limits will include top back of curb to top back of curb, and/or back of sidewalk to back of sidewalk, if sidewalk exists.
8. Survey to extend around radius of roadways to adjacent radius point.

Assumptions:

1. No right-of-entry required.
2. No ROW Plans Required.
3. ROW Acquisition not included.
4. Title reports, if required, will be acquired by the City.

Item 3. Preliminary Engineering Design (30% Design)

1. Following topographic survey, conduct site visit to review existing conditions along project limits.
2. Prepare 30% design plans.
3. Notify private utilities and permitting authorities of pending improvements.
4. Perform review of public and private utilities to determine general locations, size of facilities, and repair/relocation needs. No excavation work to determine location or depth will be conducted.
5. Prepare a preliminary pavement design consistent with City Standards. Make recommendation on inclusion of paving fabric or asphalt fibers to maximize service life.
6. Prepare a preliminary cost estimate and approximate quantities.
7. Prepare a preliminary design concept, including proposed pavement section, and conceptual plan sheets showing extent of the improvements.
8. Identify pedestrian curb ramps that are non-ADA compliant within project limits.

Exhibit A

9. Review the existing storm system network in comparison to proposed surface improvements to determine any necessary storm system improvements, including but not limited to existing/proposed low points without drainage provisions.
10. Attend one (1) meeting to present the preliminary design concept to City Staff.

Assumptions:

1. No storm facilities are to be designed as part of the project.

Item 4. Environmental Documentation

1. Coordinate with environmental subconsultant.
2. Area of Potential Effect (APE) and Project Review Package- Prepare the APE package per the WSDOT LAG Manual which will be used to obtain coverage under the WSDOT Section 106 Programmatic Agreement.
3. Conduct up to one (1) site visit to collect data, photos and inventory resources for the APE Package and CE form.
4. CE Form- Prepare CE form per WSDOT LAG Manual Categorical Exclusion Instructions.
5. Review Databases - Available agency databases, documents, maps and studies for information regarding floodplains, hazardous materials, air quality, water quality, socioeconomic impacts and other potential impacts, IPaC report and STIP. Collect US Census data and contact alternate sources to confirm presence of low income or minority populations as applicable, to support the Environmental Justice (EJ) requirements. Prepare a Socio-economic form per WSDOT LAG Manual guidance.
6. Coordinate with the Washington State Department of Archaeology and Historic Preservation (DAHP), including recommended consultation with any affected tribes.

Assumptions:

1. The project is exempt from SEPA under WAC 197-11-800(3).
2. A 'right sized hazmat memo' is acceptable.
3. A cultural resource report is not required.

Item 5. 60% Design – Engineering Design, Plans, Estimate, and Specifications

1. Based on approved preliminary design concept and assumptions, perform the 60% design.
2. Prepare 60% design plans, see attached sheet list.
3. Prepare 60% Engineer's opinion of construction cost.
4. Transmit 60% design plans and Engineer's opinion of construction cost to the City for review and approval.
5. Transmit 60% design plans to impacted utility companies and identify any repair/relocation requirements.
6. Attend one (1) meeting with the City to review the 60% transmittal package.

Item 6. 90% Design – Engineering Design, Plans, Estimate, and Specifications

1. Based on approved 60% design plans, perform the 90% design.
2. Prepare 90% design plans, including a cover sheet, legend and general notes, construction sequence plans, demolition plans, street improvement plans, pedestrian curb ramp plans, traffic control plans, pavement marking plans, and details.
3. Identify any proprietary materials and prepare Public Interest Finding (PIF) for submission to WSDOT for approval consideration.
4. Prepare 90% Engineer's opinion of construction cost.
5. Prepare 90% project specifications and contract documents.
6. Transmit 90% design plans, Engineer's opinion of construction cost, and specifications to the City for review and approval.

Exhibit A

7. Attend one (1) meeting with the City to review the 90% transmittal package.

Item 7. 100% Design – Final Engineering Design, Plans, Estimate, and Specifications

1. Based on approved 90% design plans, perform the final design.
2. Prepare 100% design plans, see attached sheet list for anticipated plan sheets.
3. Prepare 100% Engineer's opinion of construction cost.
4. Prepare 100% project bid documents, contracts, specifications, and special provisions.
5. Request final utility repair/relocation plans from impacted utility companies, as applicable.
6. Address any WSDOT Local Program Review Comments.
7. Transmit 100% design plans, Engineer's opinion of construction cost, and specifications to the City for review and approval.

Assumptions:

1. Work does not include design/replacement of existing utilities.

Item 8. Bidding Phase Assistance

1. Prepare advertisement for bids.
2. Answer and supply such information as requested by prospective bidders.
3. Prepare and issue addenda to contract documents, if necessary.
4. Assist City in bid opening and evaluation process.
5. Prepare summary of bids received and review bidder's qualifications and responsiveness.
6. Coordinate with WSDOT for award approval.
7. Make recommendation of construction contract award to the City.

Assumptions:

1. City will transmit advertisement for bids to selected newspaper(s) for publication and pay for all associated advertising fees.
2. City will provide contract documents to potential bidders as requested and maintain plan holder list.

Exhibit B DBE Participation Plan

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

N/A

Exhibit C

Preparation and Delivery of Electronic Engineering and Other Data

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

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

On file at Engineer's office.

B. Roadway Design Files

On file at Engineer's office.

C. Computer Aided Drafting Files

On file at Engineer's office.

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

Agency may review product at 30%, 60%, 90%, and final completion levels.

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

Agency may obtain .pdf copies of the plans and specifications upon request.

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

A. Provide full information as to AGENCY requirements for the PROJECT.

B. Assist CONSULTANT by placing at his disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.

C. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the the CONSULTANT.

D. Obtain approval of all government 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.

E. Review and pay for advertisements for bids submitted to chosen newspapers.

II. Any Other Electronic Files to Be Provided

On file at Engineer's office.

III. Methods to Electronically Exchange Data

E-mail or thumb drive.

A. Agency Software Suite

Microsoft word and excel. Adobe.

B. Electronic Messaging System

Microsoft exchange and outlook.

C. File Transfers Format

.docx, .xls, .pdf

Exhibit D
Prime Consultant Cost Computations

See attached Exhibit D.

EXHIBIT D

City of Union Gap: Yellow Mill Pond Restructuring

Home	Project Role	Employee Classification	Milling Rate	Mike Battis Principal Eng	Michael Uhrman Principal PE	Terry Aspinor Principal PE	Mark Meza Principal Engineer I	Tim Fries Lic. Prod. Lead Eng	Andrew Papp Contract Technician III	Mark Wood Senior Substn Crew	Travis Phipson Senior Substn Crew	Travis Phipson Senior Substn Crew	Lat Fortna Administrative/Account	Kyral Backus Administrative/Account	Angela Ringler Contract Admin	Hours	Drone Processing	Total Labor Dollars
1.1	Project Management, Inspection, and Oversight			229,000 \$	208,000 \$	200,000 \$	155,000 \$	167,000 \$	133,000 \$	104,000 \$	104,000 \$	104,000 \$	90,000 \$	90,000 \$	142,000 \$	15		1,420,000
1.2	Project Team Coordination Meetings			8	4	2	4	4	4	4	4	4	4	4	8	28		1,780,000
2	Review of program and site plan			0	1	0	3	3	3	3	3	3	3	3	0	132		1,300,000
2.1	Research, Existing Data, Completion and Study Control			0	1	0	3	3	3	3	3	3	3	3	0	29		1,300,000
2.2	Site Plan Development			0	1	0	3	3	3	3	3	3	3	3	0	44		1,300,000
2.3	Drone Surveying			0	1	0	3	3	3	3	3	3	3	3	0	44	3	1,148,000
3	Permitting & Engineering Oversight			0	12	0	0	0	0	0	0	0	0	0	0	184		1,840,000
3.1	100% Plans			2	12	0	0	0	0	0	0	0	0	0	0	78		1,377,000
3.2	80% Engineer's Estimate			4	6	0	0	0	0	0	0	0	0	0	0	12		1,277,000
3.3	Engineer's Estimate			2	4	0	0	0	0	0	0	0	0	0	0	6		1,284,000
3.4	100% Submittal			2	4	0	0	0	0	0	0	0	0	0	0	6		1,284,000
4	Environmental Documentation			0	10	0	18	0	0	0	0	0	0	0	0	124		1,810,000
4.1	Environmental Meetings			0	2	0	2	0	0	0	0	0	0	0	0	4		172,000
4.2	NEPA Final Report and Conditions			0	8	0	16	0	0	0	0	0	0	0	0	24		1,414,000
5	80% Design - Engineering, Design, Plans, Estimate, and Construction			4	12	0	12	0	0	0	0	0	0	0	0	84		1,148,000
5.1	100% Plans			4	12	0	12	0	0	0	0	0	0	0	0	10		1,148,000
5.2	80% Engineer's Estimate			2	4	0	4	0	0	0	0	0	0	0	0	6		1,242,000
5.3	Design Coordination			2	4	0	4	0	0	0	0	0	0	0	0	4		1,242,000
5.4	100% Submittal			2	4	0	4	0	0	0	0	0	0	0	0	4		1,242,000
5.5	80% Working Meeting			0	2	0	2	0	0	0	0	0	0	0	0	4		1,242,000
6	80% Construction Management			0	12	0	12	0	0	0	0	0	0	0	0	104		1,040,000
6.1	100% Plans			0	12	0	12	0	0	0	0	0	0	0	0	66		1,118,000
6.2	80% Engineer's Estimate			0	6	0	6	0	0	0	0	0	0	0	0	14		1,248,000
6.3	Design Coordination			0	6	0	6	0	0	0	0	0	0	0	0	14		1,248,000
6.4	100% Submittal			0	6	0	6	0	0	0	0	0	0	0	0	14		1,248,000
6.5	80% Submittal			0	4	0	4	0	0	0	0	0	0	0	0	12		1,248,000
6.6	80% Working Meeting			0	2	0	2	0	0	0	0	0	0	0	0	4		1,248,000
7	100% Construction			0	12	0	12	0	0	0	0	0	0	0	0	119		1,190,000
7.1	100% Plans			0	12	0	12	0	0	0	0	0	0	0	0	58		1,020,000
7.2	100% Engineer's Estimate			0	6	0	6	0	0	0	0	0	0	0	0	10		1,176,000
7.3	100% Specifications			0	4	0	4	0	0	0	0	0	0	0	0	24		1,428,000
7.4	100% Submittal			0	4	0	4	0	0	0	0	0	0	0	0	16		1,312,000
8	Building Phase Activities			0	8	0	8	0	0	0	0	0	0	0	0	22		1,312,000
8.1	Building Phase Assistance			0	4	0	4	0	0	0	0	0	0	0	0	22		1,312,000

Task	Total Hours	Total Labor Dollars	Drone Processing	Total Labor Dollars
1.1	15	1,420,000	0	1,420,000
1.2	28	1,780,000	0	1,780,000
2	132	1,300,000	0	1,300,000
2.1	29	1,300,000	0	1,300,000
2.2	44	1,300,000	0	1,300,000
2.3	44	1,300,000	3	1,148,000
3	184	1,840,000	0	1,840,000
3.1	78	1,377,000	0	1,377,000
3.2	12	1,277,000	0	1,277,000
3.3	6	1,284,000	0	1,284,000
3.4	6	1,284,000	0	1,284,000
4	124	1,810,000	0	1,810,000
4.1	4	172,000	0	172,000
4.2	24	1,414,000	0	1,414,000
5	84	1,148,000	0	1,148,000
5.1	10	1,148,000	0	1,148,000
5.2	6	1,242,000	0	1,242,000
5.3	4	1,242,000	0	1,242,000
5.4	4	1,242,000	0	1,242,000
5.5	4	1,242,000	0	1,242,000
6	104	1,040,000	0	1,040,000
6.1	66	1,118,000	0	1,118,000
6.2	14	1,248,000	0	1,248,000
6.3	14	1,248,000	0	1,248,000
6.4	14	1,248,000	0	1,248,000
6.5	12	1,248,000	0	1,248,000
6.6	4	1,248,000	0	1,248,000
7	119	1,190,000	0	1,190,000
7.1	58	1,020,000	0	1,020,000
7.2	10	1,176,000	0	1,176,000
7.3	24	1,428,000	0	1,428,000
7.4	16	1,312,000	0	1,312,000
8	22	1,312,000	0	1,312,000
8.1	22	1,312,000	0	1,312,000
Total	1,097,703.00	\$ 109,703,000	3	\$ 1,148,000

Reimbursables

Drone Processing = \$ 1,148,000
 Reproduction Expenses = \$ 59,000
 Mileage (\$ roundtrips) = \$ 90,000
 Reimbursables Subtotal = \$ 1,297,000

Total = \$ 111,000,000

Note: Values in each phase are calculated and may vary within each phase; however, overall contract amount shall not be exceeded.

EXHIBIT D
SCHEDULE OF RATES
FOR

HLA Engineering and Land Surveying, Inc.

Effective January 1, 2022, through December 31, 2022

Senior Principal Engineer	\$229.00 per hour
Licensed Principal Land Surveyor	\$213.00 per hour
Licensed Principal Engineer	\$208.00 per hour
Licensed Professional Engineer	\$188.00 per hour
Other Licensed Professional	\$185.00 per hour
Licensed Professional Land Surveyor	\$167.00 per hour
Project Engineer	\$155.00 per hour
Contract Administrator	\$142.00 per hour
Senior Planner	\$138.00 per hour
CAD Technician	\$133.00 per hour
Resident Engineer	\$126.00 per hour
Senior Engineering Technician	\$126.00 per hour
Surveyor	\$124.00 per hour
Surveyor on Two Man Crew	\$117.00 per hour
Surveyor on Three Man Crew	\$104.00 per hour
Engineering Technician	\$90.00 per hour
Word Processing Technician	\$90.00 per hour
Vehicle Mileage	Federal Rate

Exhibit E

Sub-consultant Cost Computations

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

N/A

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

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

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

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

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

Pertinent Non-Discrimination Authorities:

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

Exhibit G **Certification Document**

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

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of
HLA ENGINEERING AND LAND SURVEYING, INC.

whose address is

2803 RIVER ROAD YAKIMA, WA 98902

and that neither the above firm nor I have

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

I acknowledge that this certificate is to be furnished to the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

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

HLA ENGINEERING AND LAND SURVEYING, INC.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of AGENCY OFFICIAL

I hereby certify that I am the:

AGENCY OFFICIAL

Other

of the CITY OF UNION GAP, and HLA ENGINEERING AND LAND SURVEYING, INC.

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

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

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

Signature

Date

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

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

HLA ENGINEERING AND LAND SURVEYING, INC.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

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

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

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

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

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

HLA ENGINEERING AND LAND SURVEYING, INC.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit I

Alleged Consultant Design Error Procedures

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

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

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

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

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

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

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

Step 4 Attempt to Resolve Alleged Design Error with Consultant

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

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

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

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

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

Step 1 Consultant Files a Claim with the Agency Project Manager

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

The consultant's claim must outline the following:

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

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

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

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

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

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

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

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

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

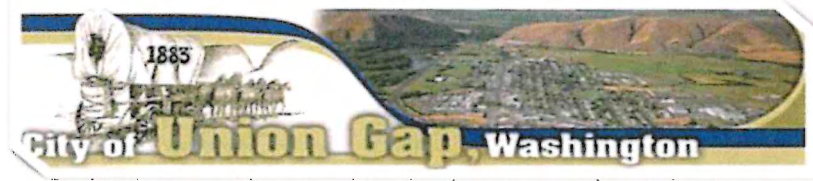
The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation,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

Step 5 Informing Consultant of Decision Regarding the Claim

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

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

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



City Council Communication

Meeting Date: June 27, 2022
From: Karen Clifton, Director of Finance & Administration
Topic/Issue: Resolution – Federal Bond Investment

SYNOPSIS: The City has partnered with Time Value Investments, Inc. (TVI) to invest \$2,000,000 from LGIP into two Federal Bonds, which will mature in October, 2023 and December, 2025. The City Manager and Director of Finance & Administration would like authorization to invest an additional \$1,000,000 into a federal bond with a higher interest rate and higher yield.

RECOMMENDATION: Approve a resolution authorizing the City Manager and Director of Finance & Administration to work with TVI to invest an additional \$1,000,000 from the LGIP into a high yield Federal Bond.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: There is \$16,542,665 in the LGIP as of May 31, 2022, with an interest rate of less than 1%.

BACKGROUND INFORMATION: According to TVI, Federal Bond values are 2.1% to 3.25%, with maturity dates from 6 months to 5 years.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Federal Bond Examples

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager and the Director of Finance & Administration to use one million dollars (\$1,000,000) from the Local Government Investment Pool (LGIP) to invest with Time Value Investments Inc. (TVI).

WHEREAS, the City currently holds reserve funds in the Local Government Investment Pool (LGIP);

WHEREAS, the LGIP interest rate of return has been extremely low since the recession began several years ago;

WHEREAS, the City has partnered with Time Value Investments, Inc. (TVI) to invest \$2,000,000 from the LGIP, Federal Bonds which will mature in October, 2023 and December 2025;

WHEREAS it is the desire of the City to invest an additional \$1,000,000 from the LGIP in a manner which will provide the highest investment return consistent with a high degree of security while meeting the daily cash flow demands of the City and conforming to all state statutes and local ordinances governing the investment of public funds;

WHEREAS, Policies concerning investments are in place and the City Council wishes to invest an additional one million dollars (\$1,000,000) in higher yield federal bonds;

WHEREAS, The City Manager and Director of Finance & Administration will work with TVI, Inc. to invest these funds in federal bonds;

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

Section 1- The City Manager and the Director of Finance and Administration are authorized to partner with TVI, Inc. to invest in federal bonds.

Section 2- The City Manager and Director of Finance and Administration are authorized to invest an additional one million dollars (\$1,000,000) from the LGIP for this investment opportunity.

PASSED this 27th day of June, 2022.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

Federal Bond Examples

CUSIP Asset	Curr Face	Mdy / S&P (Underlying)	Issue Description	Coupon Maturity	Price Duration	Px To	Date	Yield	Maturity
912828N30 <i>Treas</i>	1,000	Aaa/-	UNITED STATES TREAS NOTES	2.125% 12/31/2022	100.01267909 0.511	<i>Maturity</i>	12/31/2022	2.100% (w)	6 Mos.
			<i>Semi-Annual Pay </i>						
9128284U1 <i>Treas</i>	1,000	Aaa/-	UNITED STATES TREAS NOTE	2.625% 06/30/2023	99.87448339 0.989	<i>Maturity</i>	06/30/2023	2.750% (w)	1 Yr.
			<i>Semi-Annual Pay </i>						
9128285U0 <i>Treas</i>	1,000	Aaa/-	UNITED STATES TREAS NOTE	2.625% 12/31/2023	99.44568488 1.461	<i>Maturity</i>	12/31/2023	3.000% (w)	18 Mos.
			<i>Semi-Annual Pay</i>						
9128286Z8 <i>Treas</i>	1,000	Aaa/-	UNITED STATES TREAS NOTES	1.750% 06/30/2024	97.37335314 1.948	<i>Maturity</i>	06/30/2024	3.100% (w)	2 Yrs.
			<i>Semi-Annual Pay</i>						
91282CEU1 <i>Treas</i>	1,000	+/-	UNITED STATES TREAS NOTES	2.875% 06/15/2025	98.94234535 2.830	<i>Maturity</i>	06/15/2025	3.250% (w)	3 Yrs.
			<i>Semi-Annual Pay</i>						
9128286X3 <i>Treas</i>	1,000	Aaa/-	UNITES STATES TREAS NOTES	2.125% 05/31/2026	95.87012179 3.731	<i>Maturity</i>	05/31/2026	3.250% (w)	4 Yrs.
			<i>Semi-Annual Pay</i>						
91282CET4 <i>Treas</i>	1,000	Aaa/-	UNITED STATES TREAS NOTES	2.625% 05/31/2027	97.16769203 4.579	<i>Maturity</i>	05/31/2027	3.250% (w)	5 Yrs.
			<i>Semi-Annual Pay </i>						

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
June 13, 2022, Regular Meeting
MINUTES

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

Council Members Present Council Members Murr, Galloway, Hansen, Schilling, and Dailey were present.

Staff Present City Manager Fisher, Police Chief Cobb, City Attorney Brown, Fire Chief Markham, Public Works & Community Development Director Henne, Civil Engineer Dominguez, and Finance and Administration Director Clifton, were present.

Audience Present See attached list.

Pledge of Allegiance Mayor Hodkinson led the pledge of allegiance.

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

Regular Council Meeting Minutes dated May 23rd, 2022 as attached to the Agenda and maintained in electronic format.

Payroll Vouchers – EFT’s and Voucher No. 104689 through 104695 for the month of May 2022, in the amount of \$453,929.24.

Claims Vouchers – EFT’s, Voucher No. 104688, and 104696 through 104786 for June 13, 2022, in the amount of \$382,455.55.

Council Member Schilling inquired about AWC Claim paid, will there be an adjustment, and could someone drive Council Member Hansen down. City Manager Fisher replied that she spoke with Mr. Hansen and his ride was cancelled and nobody else could drive him. Fisher stated that she has cancelled Mr. Hansen’s reservation and will bring any available information back to the Council provided at the event.

Motion carried unanimously.

Excuse Council Member Motion by Council Member Hansen, second by Council Member Dailey

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 13, 2022

to excuse Council Member Wentz. Motion carried unanimously

Items from the Audience

Benine McDonnell asked for an update on the Library and Community Center Grant. Public Works and Community Development Director Henne replied that it has been submitted and should hear back by around August.

Benine McDonnell announced that the Old Town Days has graciously given them a place for a book sale during the Old Town Days weekend. They will be setting up on Friday night and will be there all day Saturday and Sunday, and welcome anyone to come and buy books from them. They are very appreciative of them to include them in that event. They will also have T-shirts for sale, \$20.00 for small through X-Large and the 2X 3X are \$22.00. Mayor Hodkinson inquired about the Sea Galley program. McDonnell replied that they haven't announced it yet. Hodkinson mentioned that he noticed a check was received from Camp Hope. McDonnell replied that another person will follow up with that.

Managing Yakima Valley Librarian, Georgia Reitmire announcement that Wednesday morning at 9:00 a.m. they will be starting up the Union Gap express Library, they will show short movies and read some of the short books. Some of the local coffee shops are advertising for them, and will finish the program August 10th.

General Items

Public Works & Community Development

Resolution No. – 22-26 –
Adopt 2022 South Broadway
Area Domestic Water
System and Sanitary Sewer
Collection System
Conceptual Layout Report

Motion by Council Member Murr, second by Council Member Galloway to approve Resolution No. – 22-26 – adopting the 2022 South Broadway Area Domestic Water System and Sanitary Sewer Collection System Conceptual Layout Report. Council Member Schilling asked if there would be meetings with the people. Civil Engineer replied that this is a preliminary conceptual design and will serve as a guide for the City to follow, if in the future there is available funding we will go through the process then. Motion carried unanimously.

Police

Resolution No. – 22-27 –
Cordico Wellness
Application

Motion by Council Member Murr, second by Council Member Galloway to approve Resolution No. - 22-27 – approving the annual subscription of the Lexipol Cordico Wellness Application. Motion carried unanimously.

City Manager

Resolution No. – 22-28 –

Motion by Council Member Murr, second by Council Member Hansen

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 13, 2022

- Flag Display Policy to approve Resolution No. – 22-28 – approving the Flag Display Policy. Motion carried unanimously.
- Items from the Audience Helen Canatsey announced that they are having the Sea Galley dinner June 29th, and they would like everyone to come. They get 20% of the proceeds. The time will be 11:00 a.m. to 10:00 p.m.
- City Manager Report City Manager Fisher stated that she and Finance and Administration Director Clifton have been working on financials to see if we can invest in additional investments, and will present the information at the next work study; Due to the economy going up, it will be reflected in our sales tax revenue, we are making sure we can whether the bumps in the road, as we have done in the past, and are aware of the economy; reminded Council that the Department heads who work here are the most amazing individuals. Three of us, over the last two years have suffered life threatening challenges, herself included. Karen and Dennis come to work every day, do their job well and she doesn't believe we have missed a beat. The one person that holds the ship afloat while the three of them are enjoying their life forced time out is Chief Cobb, and she is so grateful for him picking up the slack. There are some great, top notch people working here who get the job done.
- Communications/Questions/Comments Council Member Galloway asked if something can be done with the fence on the corner of Ahtanum and 5th street, that it is a safety hazard. Council Member Schilling asked if something can be done about the Ahtanum Road Construction turn lane onto Longview Fibre rd. Council Member stated that he appreciates the painting that's been done on the road.
- Development of next Agenda None.
- Adjournment of Meeting At 6:25 p.m., Mayor Hodkinson adjourned the June 13, 2022 regular Council Meeting.

Arlene Fisher, City Manager

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: June 27, 2022
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – June 27, 2022

SYNOPSIS: Claim Vouchers Dated June 27, 2022

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 104787 through 104861, in the amount of \$1,056,294.42.

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

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3432	05/03/2022	Claims	2		EFT XPRESS BILL PAY	532.86	ONLINE PAYMENTS FEE - 04/2022
3456	06/27/2022	Claims	2		EFT WA STATE DEPT OF REVENUE	19,146.39	EXCISE TAX - 05/2022
3554	06/27/2022	Claims	2		EFT CENTURY LINK - LD	99.13	LONG DISTANCE - 06/2022
3555	06/27/2022	Claims	2		EFT CENTURY LINK	422.77	CIVIC CENTER PHONE & FAX LINE - 06/2022; SENIOR CENTER - 06/2022; FIRE DEPT - 06/2022
3556	06/27/2022	Claims	2		EFT OFFICE DEPOT-CITY HALL	667.95	HP 201X TONER CARTRIDGE - YELLOW; GEL PENS, PERMANENT MARKERS, RETRACTABLE PENS & HP 201A TONER; HP 962XL INK CARTRIDGES - BLACK, CYAN, YELLOW & MAGENTA; ADVIL PACKETS & DESKTOP STAPLER; IPHONE SHIELD
3557	06/27/2022	Claims	2		EFT OFFICE DEPOT-PD	149.29	4" WHITE BINDERS & COPY PAPER; GEL PENS & RETURN OF GELL PENS
3558	06/27/2022	Claims	2		EFT SPECTRUM ENTERPRISE	120.45	CIVIC CENTER TV SVC - 06/2022
3559	06/27/2022	Claims	2		EFT US BANK CARDMEMBER SVC	444.48	MOWER WHEEL - FIRE DEPT; HID LAMP, 175W MH, & 54 W LED LAMP - FIRE DEPT; YEARS OF SERVICE PLAQUES - R. BONSON, C. MORFIN, C/ SANTUCCI & T. WAY; DRMO TRIP - FORT LEWIS, WA 05/13/2022 - R. BONSEN; WASP
3517	06/21/2022	Claims	2	104787	UNITED STATES POSTMASTER	611.52	ANNUAL CONSUMER CONFIDENCE REPORT
3519	06/21/2022	Claims	2	104788	JONATHAN HOOD	13.55	SPRINKLER SYSTEM PARTS AT STATION 96
3560	06/27/2022	Claims	2	104789	AMAZON CAPITAL SERVICES, INC	47.42	FLAG POLE CLIPS, 3X5 POW MIA FLAG & BIC WITE-OUT CORRECTION TAPE
3561	06/27/2022	Claims	2	104790	AMERICAN ROCK PRODUCTS	408,023.48	PROGRESS ESTIMATE NO. 1 - W. AHTANUM ROAD RESURFACING
3562	06/27/2022	Claims	2	104791	AMERIFUEL	5,095.95	FUEL - 05/16/2022 - 05/31/2022 & 06/01/2022 - 06/15/2022
3563	06/27/2022	Claims	2	104792	ATLAS STAFFING INC	4,329.11	SEASONAL PARKS - WEEK WORKED 06/04/2022 - BURKS, CARLS & JOHNSON; SEASONAL PARKS - WEEK WORKED 06/11/2022 - BURKS, CARLS & VISINTIN
3564	06/27/2022	Claims	2	104793	AVANT ASSESSMENT, LLC	119.80	LANGUAGE PROFICIENCY ASSESSMENT - SPANISH - RIVERA & LEVESQUE
3565	06/27/2022	Claims	2	104794	CANON FINACIAL SERVICES	186.28	COPIER CONTRACT - JUNE 2022
3566	06/27/2022	Claims	2	104795	CASCADE NATURAL GAS CORP	497.69	102 W. AHTANUM ROAD - 05/2022; 107 W. AHTANUM ROAD - 05/2022; 4401 1/2 MAIN STREET & 4401 MAIN STREET #2 - 05/2022
3567	06/27/2022	Claims	2	104796	CASCADE VALLEY LUBE	155.23	BASIC SERVICE - VEH #3 & VEH #1021; FULL SERVICE - VEH #1020
3568	06/27/2022	Claims	2	104797	MARTHA CASTRO	300.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL - 06/04/2022
3569	06/27/2022	Claims	2	104798	CENTRAL WA AG MUSEUM	1,026.92	AG MUSEUM UTILITIES - 05/2022
3570	06/27/2022	Claims	2	104799	CI SHRED	243.85	CITY HALL SHRED SVC - 05/2022; PD SHRED SVC - 05/2022
3571	06/27/2022	Claims	2	104800	CINTAS CORP #605	70.90	CIVIC CENTER & PD MAT SVC - 06/17/2022

WARRANT/CHECK REGISTER

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3572	06/27/2022	Claims	2	104801	CITY OF YAKIMA	75,262.78	WHOLESALE SEWER 3 PARTY AGREEMENT - MAY 2022
3573	06/27/2022	Claims	2	104802	CLASSIC CAR WASH	119.25	CAR WASHES - 05/2022
3574	06/27/2022	Claims	2	104803	CONCRETE SPECIAL TIES, INC.	149.52	INVERTED MARKING PAINT - WHITE & BLUE
3575	06/27/2022	Claims	2	104804	CORE & MAIN LP	6,459.45	4TH STREET/COLUMBUS 4"6" HYDRANT; 3/4" BALL CORP STOPS MIPXQJ CTS NO LEAD
3576	06/27/2022	Claims	2	104805	CURTIS BLUE LINE	146.38	LEATHER GEAR - DOUBLE MAGAZINE HOLDER - C. SHOGREN
3577	06/27/2022	Claims	2	104806	E3 SOLUTIONS, INC	842.66	2022 S2 SUSP RENEWAL - ACCESS CARD PROGRAM
3578	06/27/2022	Claims	2	104807	EDGE CONSTRUCTION SUPPLY	160.20	JACKSON GLASSES, EARPLUGS & ORANGE MESH VESTS
3579	06/27/2022	Claims	2	104808	EUROFINS MICROBIOLOGY LABORATOIRES, INC	652.00	Y_DW SUBCONTRACT HERB/PEST WO #YCE0153 - 1800 E. WASH AVE - 05/09/2022
3580	06/27/2022	Claims	2	104809	FASTENAL	470.68	PUSH BROOMS, STEEL HOES & STEEL SHOVELS
3581	06/27/2022	Claims	2	104810	FEDERAL EASTERN INTERNATIONAL	856.42	VISION AXII CARRIER - J. VANICEK
3582	06/27/2022	Claims	2	104811	FLOR FLORES	300.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 06/11/2022
3583	06/27/2022	Claims	2	104812	GALLS, LLC	803.74	COVERED CUFF CASES; SHORTEN SLEEVES & TAPER SLEEVES ON SHORT SLEEVES - C. SHOGREN; LS POWER STRETCH POLY/WOOL SHIRT & SHORTEN SLEEVES - C. SHOGREN; B736 BADGES WITH EAGLE & APPLIED PANELS; RETURN OF 5
3584	06/27/2022	Claims	2	104813	GEARJAMMER	81.22	FUEL - J. BROWNELL
3585	06/27/2022	Claims	2	104814	GENE WEINMANN CONSULTING	321.33	CDBG COORDINATOR & POSTAGE/SUPPLIES
3586	06/27/2022	Claims	2	104815	ROBIN GRANGER	300.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 06/16/2022
3587	06/27/2022	Claims	2	104816	ERIC HEVLAND	300.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 06/14/2022
3588	06/27/2022	Claims	2	104817	HLA ENGINEERING & LAND SURVEYING INC	75,356.28	PROFESSIONAL ENGINEER SERVICES - 05/01/2022 - 05/31/2022
3589	06/27/2022	Claims	2	104818	HOLOSUN TECHNOLOGIES, INC.	6,560.32	RED DOT SIGHTS - HE509T-RD X2 LEM
3590	06/27/2022	Claims	2	104819	HYUNDAI OF YAKIMA	45.44	LUBE, OIL & FILTER & TIRE ROTATION - VEH #221
3591	06/27/2022	Claims	2	104820	KEY CODE MEDIA, INC.	10,923.30	TRICASTER MINI ADVANCED HD-4 SDI FOR AV ROOM
3592	06/27/2022	Claims	2	104821	KITTITAS & YAKIMA VALLEY UC	125.00	WORK RELATED EXAM - S. OCHOA
3593	06/27/2022	Claims	2	104822	KNOBELS ELECTRIC INC	305.64	TROUBLESHOOT/REPAIR BORTON WELL BREAKER & WELL #4
3594	06/27/2022	Claims	2	104823	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY - 06/2022
3595	06/27/2022	Claims	2	104824	MENKE JACKSON BEYER LLP	92.00	GENERAL LEGAL SERVICE

WARRANT/CHECK REGISTER

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3596	06/27/2022	Claims	2	104825	MINUTEMAN PRESS	217.68	SECURITY TINT WINDOW ENVELOPES
3597	06/27/2022	Claims	2	104826	MORTONS SUPPLY	43.31	100P 1.5 DIAPHRAM ONLY & IRRITROL DC LATCHING SOLENOID
3598	06/27/2022	Claims	2	104827	ROBERT R NORTHCOTT	350.00	PUBLIC DEFENDER - 06/13/2022 - 06/20/2022
3599	06/27/2022	Claims	2	104828	NORTRACK LIMITED	1,000.00	GRIFFIN WARRIOR 8 TRAINING EXPENSES - 05/23/2022 - 05/26/2022
3600	06/27/2022	Claims	2	104829	OFFICE SOLUTIONS NORTHWEST	260.58	HP 962XL INK CARTRIDGES - CYAN & MAGENTA; COPY PAPER; HP 962XL INK CARTRIDGES - BLACK & YELLOW; HP 962XL INK CARTRIDGE - BLACK
3601	06/27/2022	Claims	2	104830	PACIFIC POWER	6,336.55	TRAFFIC LIGHTS - 05/2022 & LIFT STATIONS - 06/2022; FIRE DEPT - 06/2022; CIVIC CAMPUS - 06/2022; STREET LIGHTS/BOOSTER PUMPS - 05/2022; AREA LIGHTS - 05/2022
3602	06/27/2022	Claims	2	104831	PETTY CASH	17.33	MISC RECEIPTS - 06/2022
3603	06/27/2022	Claims	2	104832	MISTY PRINCE	300.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL - 06/04/2022
3604	06/27/2022	Claims	2	104833	QUADIENT FINANCE USA, INC.	500.00	POSTAGE - 06/2022
3605	06/27/2022	Claims	2	104834	JOHN T RAMOS	7.19	WATER DEPOSIT REFUND - UB ACCT # 8292 - 304 WHITMAN STREET
3606	06/27/2022	Claims	2	104835	REPUBLIC PUBLISHING CO	2,038.70	NOTICE OF IN-PERSON STUDY SESSION - 06/06/2022; NOTICE OF CIVIL SERVICE MEETING - 06/06/2022; NOTICE OF 2022 MEETINGS - COUNCIL, COUNCIL STUDY SESSION, PARK BOARD, CIVIL SVC LTAC & PLANNING COMMISSION
3607	06/27/2022	Claims	2	104836	TORI RICH	24.08	WATER DEPOSIT REFUND - UB ACCT #9559 - 8 E. WASHINGTON STREET
3608	06/27/2022	Claims	2	104837	BLANCA RODRIGUEZ	300.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 06/11/2022
3609	06/27/2022	Claims	2	104838	KURT W SCHELHAMMER	200.00	2022 SAFETY BOOT REIMBURSEMENT - K. SCHELHAMMER
3610	06/27/2022	Claims	2	104839	SPRINGBROOK HOLDING CO. LLC	195.00	HOSTING USER FEE/ENTERPRISE USER
3611	06/27/2022	Claims	2	104840	THE REAL YELLOW PAGES	310.55	PARK AD - 06/2022
3612	06/27/2022	Claims	2	104841	TOTAL SITE SERVICES, LLC	292,401.03	PROGRESS ESTIMATE NO. 6 - STORM DRAINAGE IMPROVEMENTS
3613	06/27/2022	Claims	2	104842	TROY LEE & ASSOCIATES	2,250.00	PUBLIC DEFENDER SERVICES - 05/01/2022 - 06/08/2022
3614	06/27/2022	Claims	2	104843	TTC CONSTRUCTION INC.	21,202.56	PROGRESS ESTIMATE NO. 5 - S. BROADWAY AREA SEWER EXTENSION (GSP PHASE 3)
3615	06/27/2022	Claims	2	104844	U.S. CELLULAR	932.20	PD PHONE SVC - 06/2022
3616	06/27/2022	Claims	2	104845	UNITED STATES POSTMASTER	828.92	UB POSTAGE - 06/2022
3617	06/27/2022	Claims	2	104846	SAVANNAH VORACHACK	300.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 06/18/2022

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3618	06/27/2022	Claims	2	104847	WA ASSN OF SHERIFFS &	350.00	FULL CONFERENCE REGISTRATION - G. COBB
3619	06/27/2022	Claims	2	104848	WA STATE CRIMINAL JUSTICE	4,431.00	BLEA 838 TRAINING 03/22/2022 - 07/28/2022 - C. SHOGREN
3620	06/27/2022	Claims	2	104849	WA STATE DEPT OF LICENSING	132.00	CPLS - MAY 2022
3621	06/27/2022	Claims	2	104850	WA STATE DEPT OF TRANSPORTATION	1,106.20	SIGNAL MAINTENANCE REPAIR & ADDITIONS - MAY 2022
3622	06/27/2022	Claims	2	104851	WA STATE TREASURER	10,548.12	CJRS-05/2022
3623	06/27/2022	Claims	2	104852	WELLS FARGO VENDOR FIN SERV	861.69	KYOCERA TASKALFA 6054CI LEASE - 06/2022
3624	06/27/2022	Claims	2	104853	YAKIMA CO AUDITOR	39.00	UTILITY LIEN RELEASE RECORDING FEE - UB ACCT #12285 - 112 MOBILE HOME AVE - ROBERTS
3625	06/27/2022	Claims	2	104854	YAKIMA CO DEPT OF CORRECTIONS	60,518.98	INMATE HOUSING & MEDICAL - 05/2022
3626	06/27/2022	Claims	2	104855	YAKIMA CO PUBLIC SERVICES	350.75	BRIDGE INSPECTIONS - 10TH AVENUE & CITY SHOP -01/31/2022
3627	06/27/2022	Claims	2	104856	YAKIMA CO TREAS PROSECUTING	219.94	CVC-05/2022
3628	06/27/2022	Claims	2	104857	YAKIMA COOPERATIVE ASSN	999.21	#2 DIESEL DYED - 175.6000 GALLONS - AHTANUM YOUTH PARK
3629	06/27/2022	Claims	2	104858	YAKIMA PRINTING COMPANY	32.46	BUSINESS CARDS - H. RIVERA
3630	06/27/2022	Claims	2	104859	YAKIMA VALLEY CONFERENCE	3,916.00	LAND USE PLANNING & GIS/MAPPING SERVICES -
3631	06/27/2022	Claims	2	104860	YAKIMA VALLEY TOURISM	4,534.00	NW TRAVEL & LIFE - 1/2 PAGE AD MAY/JUNE 2022 & DIGITAL CONTENT PKG APRIL 2022
3632	06/27/2022	Claims	2	104861	YAKIMA WASTE SYSTEMS INC	800.76	WASTE SVC - 05/2022
						115,029.29	
001 Current Expense Fund						115,029.29	
101 Street Fund						6,618.53	
107 Convention Center Reserve Fund						1,026.92	
108 Tourism Promotion Area Fund						4,783.13	
118 Municipal Capital Improvement Fund						6,506.25	
120 City Hall Equipment Reserve Fund						10,923.30	
121 Street Development Reserve Fund						462,510.52	
123 Criminal Justice Fund						6,560.32	
124 Infrastructure Reserve Fund						14.04	
128 Transit System Fund						34.36	
170 Housing Rehabilitation Fund						321.33	
401 Water Fund						15,284.87	
402 Garbage Fund						9,080.01	
403 Sewer Fund						84,879.70	
404 Water Improvement Reserve						64.55	
405 Sewer Improvement Reserve						321,725.97	
414 Water Deposits						31.27	
630 General State/County-Shared Rev Fund						132.00	
633 Crime Victims Comp Cnty Share						219.94	
640 Court Revenue Fund						10,548.12	
						1,056,294.42	
						Claims:	1,056,294.42

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3432	05/03/2022	Claims	2		EFT XPRESS BILL PAY	532.86	ONLINE PAYMENTS FEE - 04/2022
					001 - 524 20 49 00 - MISCELLANEOUS-BUILDING	107.76	
					401 - 534 50 49 00 - MISCELLANEOUS	106.50	
					403 - 535 50 49 00 - MISCELLANEOUS	106.50	
					402 - 537 50 49 00 - MISCELLANEOUS	106.50	
					001 - 558 60 49 00 - MISCELLANEOUS	105.60	
3456	06/27/2022	Claims	2		EFT WA STATE DEPT OF REVENUE	19,146.39	EXCISE TAX - 05/2022
					001 - 511 60 49 10 - EXTERNAL TAXES	6.30	
					001 - 521 21 31 00 - INVESTIGATION SUPPLIES	2.74	
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	52.07	
					001 - 521 22 31 00 - PATROL SUPPLIES	19.18	
					001 - 524 20 49 01 - EXTERNAL TAXES-BUILDING	246.81	
					401 - 534 50 49 01 - EXTERNAL TAXES	5,260.60	
					404 - 534 50 49 04 - EXTERNAL TAXES	64.55	
					403 - 535 50 49 02 - EXTERNAL TAXES	4,693.35	
					405 - 535 50 49 05 - EXTERNAL TAX - SEWER INFRAS	273.39	
					402 - 537 50 49 01 - EXTERNAL TAXES	7,541.42	
					001 - 576 80 49 02 - EXTERNAL TAXES	985.98	
3554	06/27/2022	Claims	2		EFT CENTURY LINK - LD	99.13	LONG DISTANCE - 06/2022
					001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC	5.00	
					001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN	6.97	
					001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER	6.27	
					001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL	3.03	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL	63.46	
					001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN	3.20	
					401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE	2.90	
					403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI	2.11	
					402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB	0.22	
					101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	0.40	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	1.07	
					128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN:	0.89	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI	2.78	
					001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK	0.83	
3555	06/27/2022	Claims	2		EFT CENTURY LINK	422.77	CIVIC CENTER PHONE & FAX LINE - 06/2022; SENIOR CENTER - 06/2022; FIRE DEPT - 06/2022
					001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC	14.67	
					001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN	20.46	
					001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER	18.40	
					001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL	8.90	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL	186.26	
					001 - 522 10 42 00 - COMMUNICATION	65.68	
					001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN	9.39	
					401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE	8.52	
					403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI	6.18	
					402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB	0.65	
					101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	1.17	
					101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE	3.13	
					128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN:	2.62	
					001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI	8.15	
					001 - 571 21 42 00 - COMMUNICATION	66.15	
					001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK	2.44	
3556	06/27/2022	Claims	2		EFT OFFICE DEPOT-CITY HALL	667.95	HP 201X TONER CARTRIDGE - YELLOW; GEL PENS, PERMANENT MARKERS, RETRACTABLE PENS & HP 201A TONER; HP 962XL INK CARTRIDGES - BLACK, CYAN, YELLOW & MAGENTA; ADVIL PACKETS & DESKTOP STAPLER; IPHONE SHIELD
					001 - 513 10 31 00 - SUPPLIES	8.01	

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			001 - 513 10 31 00 -		SUPPLIES	24.00	
			001 - 514 23 31 00 -		SUPPLIES	6.54	
			001 - 514 30 31 00 -		SUPPLIES	8.01	
			001 - 514 30 31 00 -		SUPPLIES	9.55	
			001 - 517 91 31 00 -		SUPPLIES	39.75	
			001 - 524 20 31 00 -		SUPPLIES-BUILDING	2.83	
			401 - 534 50 31 00 -		SUPPLIES	34.43	
			401 - 534 50 31 00 -		SUPPLIES	2.83	
			401 - 534 50 31 00 -		SUPPLIES	14.16	
			401 - 534 50 31 00 -		SUPPLIES	42.75	
			403 - 535 50 31 00 -		SUPPLIES	95.64	
			403 - 535 50 31 00 -		SUPPLIES	34.43	
			403 - 535 50 31 00 -		SUPPLIES	2.83	
			403 - 535 50 31 00 -		SUPPLIES	14.16	
			403 - 535 50 31 00 -		SUPPLIES	42.75	
			402 - 537 50 31 00 -		SUPPLIES	34.43	
			402 - 537 50 31 00 -		SUPPLIES	2.83	
			402 - 537 50 31 00 -		SUPPLIES	14.16	
			402 - 537 50 31 00 -		SUPPLIES	42.75	
			101 - 542 30 31 00 -		SUPPLIES	42.75	
			101 - 542 30 31 00 -		SUPPLIES	34.43	
			101 - 542 30 31 00 -		SUPPLIES	2.83	
			101 - 542 30 31 00 -		SUPPLIES	14.16	
			001 - 558 60 31 00 -		SUPPLIES	2.83	
			001 - 576 80 31 00 -		SUPPLIES	42.75	
			001 - 576 80 31 00 -		SUPPLIES	34.41	
			001 - 576 80 31 00 -		SUPPLIES	2.78	
			001 - 576 80 31 00 -		SUPPLIES	14.17	
3557	06/27/2022	Claims	2	EFT	OFFICE DEPOT-PD	149.29	4" WHITE BINDERS & COPY PAPER; GEL PENS & RETURN OF GELL PENS
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	10.81	
			001 - 521 10 31 01 -		PD CLERICAL SUPPLIES	60.85	
			001 - 521 22 31 00 -		PATROL SUPPLIES	77.63	
3558	06/27/2022	Claims	2	EFT	SPECTRUM ENTERPRISE	120.45	CIVIC CENTER TV SVC - 06/2022
			001 - 513 10 47 00 -		CIVIC CAMPUS UTILITIES - EXEC	6.07	
			001 - 514 23 47 00 -		CIVIC CAMPUS UTILITIES-FINAN	8.47	
			001 - 514 30 47 00 -		CIVIC CAMPUS UTILITIES - CLER	7.62	
			001 - 515 31 47 00 -		CIVIC CAMPUS UTILITIES-LEGAL	3.68	
			001 - 521 50 47 00 -		PD FACILITIES CIVIC CAMP UTIL	77.11	
			001 - 524 10 47 01 -		CIVIC CAMPUS UTILITY-BUILDIN	3.89	
			401 - 534 50 47 01 -		CIVIC CAMPUS UTILITIES-WATE	3.53	
			403 - 535 50 47 01 -		CIVIC CAMPUS UTILITIES-SEWEI	2.57	
			402 - 537 50 47 01 -		CIVIC CAMPUS UTILITES - GARB	0.27	
			101 - 542 30 47 01 -		CIVIC CAMPUS UTILITIES-STREE	0.48	
			101 - 543 30 47 01 -		CIVIC CAMPUS UTILITIES-STREE	1.30	
			128 - 547 10 47 01 -		CIVIC CAMPUS UTILITIES-TRAN:	1.08	
			001 - 558 60 47 01 -		CIVIC CAMPUS UTILITIES-PLANI	3.37	
			001 - 576 80 47 01 -		CIVIC CAMPUS U TILITIES-PARK	1.01	
3559	06/27/2022	Claims	2	EFT	US BANK CARDMEMBER SVC	444.48	MOWER WHEEL - FIRE DEPT; HID LAMP, 175W MH, & 54 W LED LAMP - FIRE DEPT; YEARS OF SERVICE PLAQUES - R. BONSON, C. MORFIN, C/ SANTUCCI & T. WAY; DRMO TRIP - FORT LEWIS, WA 05/13/2022 - R. BONSEN; WASP
			001 - 517 91 49 00 -		MISCELLANEOUS	136.33	
			001 - 521 10 32 00 -		PD ADMIN FUEL	69.04	
			001 - 521 10 43 00 -		PD ADMIN TRAVEL	4.52	
			001 - 521 10 43 00 -		PD ADMIN TRAVEL	11.96	
			001 - 521 22 32 00 -		PATROL FUEL	74.65	
			001 - 522 50 48 00 -		FD FACILITIES - REPAIRS & MAI	52.06	
			001 - 522 50 48 00 -		FD FACILITIES - REPAIRS & MAI	95.92	

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3517	06/21/2022	Claims	2	104787	UNITED STATES POSTMASTER	611.52	ANNUAL CONSUMER CONFIDENCE REPORT
					401 - 534 50 42 00 - COMMUNICATION	611.52	
3519	06/21/2022	Claims	2	104788	JONATHAN HOOD	13.55	SPRINKLER SYSTEM PARTS AT STATION 96
					001 - 522 50 48 00 - FD FACILITIES - REPAIRS & MAII	13.55	
3560	06/27/2022	Claims	2	104789	AMAZON CAPITAL SERVICES, INC	47.42	FLAG POLE CLIPS, 3X5 POW MIA FLAG & BIC WITE-OUT CORRECTION TAPE
					001 - 513 10 31 00 - SUPPLIES	1.58	
					001 - 514 23 31 00 - SUPPLIES	2.20	
					001 - 514 23 31 00 - SUPPLIES	16.07	
					001 - 514 30 31 00 - SUPPLIES	1.98	
					001 - 515 31 31 00 - LEGAL SUPPLIES	0.96	
					001 - 521 50 31 00 - PD FACILITIES SUPPLIES	20.07	
					001 - 524 10 31 00 - SUPPLIES	1.01	
					401 - 534 50 31 00 - SUPPLIES	0.92	
					403 - 535 50 31 00 - SUPPLIES	0.67	
					402 - 537 50 31 00 - SUPPLIES	0.07	
					101 - 542 30 31 00 - SUPPLIES	0.13	
					101 - 543 30 31 00 - SUPPLIES	0.34	
					128 - 547 10 31 00 - OFFICE & OPERATING SUPPLIES	0.28	
					001 - 558 60 31 00 - SUPPLIES	0.88	
					001 - 576 80 31 00 - SUPPLIES	0.26	
3561	06/27/2022	Claims	2	104790	AMERICAN ROCK PRODUCTS	408,023.48	PROGRESS ESTIMATE NO. 1 - W. AHTANUM ROAD RESURFACING
					121 - 595 30 64 08 - W. AHTANUM RD-GOODMAN 1	408,023.48	
3562	06/27/2022	Claims	2	104791	AMERIFUEL	5,095.95	FUEL - 05/16/2022 - 05/31/2022 & 06/01/2022 - 06/15/2022
					001 - 521 10 32 00 - PD ADMIN FUEL	900.09	
					001 - 521 21 32 00 - INVESTIGATION FUEL	536.23	
					001 - 521 22 32 00 - PATROL FUEL	3,659.63	
3563	06/27/2022	Claims	2	104792	ATLAS STAFFING INC	4,329.11	SEASONAL PARKS - WEEK WORKED 06/04/2022 - BURKS, CARLS & JOHNSON; SEASONAL PARKS - WEEK WORKED 06/11/2022 - BURKS, CARLS & VISINTIN
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA	2,050.63	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA	2,278.48	
3564	06/27/2022	Claims	2	104793	AVANT ASSESSMENT, LLC	119.80	LANGUAGE PROFICIENCY ASSESSMENT - SPANISH - RIVERA & LEVESQUE
					001 - 521 22 49 00 - PATROL MISCELLANEOUS	119.80	
3565	06/27/2022	Claims	2	104794	CANON FINACIAL SERVICES	186.28	COPIER CONTRACT - JUNE 2022
					001 - 521 10 45 01 - PD CLERICAL RENTALS & LEASE	186.28	
3566	06/27/2022	Claims	2	104795	CASCADE NATURAL GAS CORP	497.69	102 W. AHTANUM ROAD - 05/2022; 107 W. AHTANUM ROAD - 05/2022; 4401 1/2 MAIN STREET & 4401 MAIN STREET #2 - 05/2022
					001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC	19.91	
					001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN	27.77	
					001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER	24.97	
					001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL	12.08	
					001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL	252.86	
					001 - 522 50 47 00 - FD FACILITIES - UTILITIES	41.93	
					001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN	12.75	
					401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE	11.57	
					403 - 535 50 47 00 - UTILITIES	44.97	
					403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI	8.41	

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			402 - 537 50 47 00		- UTILITIES	15.82	
			402 - 537 50 47 01		- CIVIC CAMPUS UTILITES - GARB	0.88	
			101 - 542 30 47 01		- CIVIC CAMPUS UTILITIES-STREE	1.59	
			101 - 543 30 47 01		- CIVIC CAMPUS UTILITIES-STREE	4.25	
			128 - 547 10 47 01		- CIVIC CAMPUS UTILITIES-TRAN!	3.56	
			001 - 558 60 47 01		- CIVIC CAMPUS UTILITIES-PLAN!	11.06	
			001 - 576 80 47 01		- CIVIC CAMPUS U TILITIES-PARK	3.31	
3567	06/27/2022	Claims	2	104796	CASCADE VALLEY LUBE	155.23	BASIC SERVICE - VEH #3 & VEH #1021; FULL SERVICE - VEH #1020
			001 - 524 20 48 00		- REPAIRS & MAINTENANCE-BUII	22.45	
			403 - 531 30 48 00		- STORMWATER REPAIRS & MAIN	7.46	
			401 - 534 50 48 00		- REPAIRS & MAINTENANCE	24.23	
			403 - 535 50 48 00		- REPAIRS & MAINTENANCE	42.30	
			403 - 535 50 48 00		- REPAIRS & MAINTENANCE	9.09	
			101 - 542 30 48 00		- REPAIRS & MAINTENANCE	9.09	
			101 - 542 66 48 00		- REPAIRS & MAINTENANCE	3.03	
			101 - 542 67 48 00		- REPAIRS & MAINTENANCE	3.03	
			101 - 542 70 48 00		- REPAIRS & MAINTENANCE	9.09	
			128 - 547 10 48 00		- REPAIRS & MAINTENANCE	3.02	
			001 - 558 60 48 00		- REPAIRS & MAINTENANCE	22.44	
3568	06/27/2022	Claims	2	104797	MARTHA CASTRO	300.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL - 06/04/2022
			001 - 582 10 00 03		- PARK DEPOSIT REFUND	300.00	
3569	06/27/2022	Claims	2	104798	CENTRAL WA AG MUSEUM	1,026.92	AG MUSEUM UTILITIES - 05/2022
			107 - 571 00 42 00		- COMMUNICATION-AG MUSEUM	171.43	
			107 - 571 00 47 00		- UTILITIES-AG MUSEUM	855.49	
3570	06/27/2022	Claims	2	104799	CI SHRED	243.85	CITY HALL SHRED SVC - 05/2022; PD SHRED SVC - 05/2022
			001 - 511 60 41 01		- PROFESSIONAL SERVICES	24.65	
			001 - 513 10 41 01		- PROFESSIONAL SERVICES	24.65	
			001 - 514 23 41 00		- PROFESSIONAL SERVICES	24.65	
			001 - 514 30 41 00		- PROFESSIONAL SERVICES	24.65	
			001 - 521 50 41 00		- PD FACILITIES PROFESSIONAL S	96.25	
			001 - 524 20 41 00		- PROFESSIONAL SERVICES-BUII	12.32	
			401 - 534 50 41 00		- PROFESSIONAL SERVICES	4.93	
			403 - 535 50 41 00		- PROFESSIONAL SERVICES	4.93	
			402 - 537 50 41 00		- PROFESSIONAL SERVICES	4.93	
			101 - 542 30 41 00		- PROFESSIONAL SERVICES	4.93	
			001 - 558 60 41 00		- PROFESSIONAL SERVICES	12.32	
			001 - 576 80 41 00		- PROFESSIONAL SERVICES-ATLA	4.64	
3571	06/27/2022	Claims	2	104800	CINTAS CORP #605	70.90	CIVIC CENTER & PD MAT SVC - 06/17/2022
			001 - 513 10 48 01		- CIVIC CAMPUS MAINTENANCE-	3.57	
			001 - 514 23 48 01		- CIVIC CAMPUS MAINTENANCE-	4.99	
			001 - 514 30 48 01		- CIVIC CAMPUS MAINTENANCE-	4.48	
			001 - 515 31 48 00		- CIVIC CAMPUS MAINTENANCE-	2.17	
			001 - 521 50 48 00		- PD FACILITIES REPAIRS & MAIN	45.39	
			001 - 524 20 48 01		- CIVIC CAMPUS MAINTENANCE-	2.29	
			401 - 534 50 48 01		- CIVIC CAMPUS MAINTENANCE-	2.08	
			403 - 535 50 48 01		- CIVIC CAMPUS MAINTENANCE-	1.50	
			402 - 537 50 48 01		- CIVIC CAMPUS MAINTENANCE-	0.16	
			101 - 542 30 48 01		- CIVIC CAMPUS MAINTENANCE-	0.29	
			101 - 543 30 48 01		- CIVIC CAMPUS MAINTENANCE-	0.76	
			128 - 547 10 48 01		- CIVIC CAMPUS MAINTENANCE-	0.64	
			001 - 558 60 48 01		- CIVIC CAMPUS MAINTENANCE-	1.99	
			001 - 576 80 48 01		- CIVIC CAMPUS MAINTENANCE-	0.59	
3572	06/27/2022	Claims	2	104801	CITY OF YAKIMA	75,262.78	WHOLESALE SEWER 3 PARTY AGREEMENT - MAY 2022
			403 - 535 50 41 03		- INTERGOVERNMENTAL PROFES	75,262.78	

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3573	06/27/2022	Claims	2	104802	CLASSIC CAR WASH	119.25	CAR WASHES - 05/2022
					001 - 521 10 48 00 - PD ADMIN REPAIRS & MAINT	17.75	
					001 - 521 22 48 00 - PATROL REPAIRS & MAINT	101.50	
3574	06/27/2022	Claims	2	104803	CONCRETE SPECIAL TIES, INC.	149.52	INVERTED MARKING PAINT - WHITE & BLUE
					401 - 534 50 31 00 - SUPPLIES	149.52	
3575	06/27/2022	Claims	2	104804	CORE & MAIN LP	6,459.45	4TH STREET/COLUMBUS 4"6" HYDRANT; 3/4" BALL CORP STOPS MIPXQJ CTS NO LEAD
					401 - 534 50 31 00 - SUPPLIES	5,842.70	
					401 - 534 50 31 00 - SUPPLIES	616.75	
3576	06/27/2022	Claims	2	104805	CURTIS BLUE LINE	146.38	LEATHER GEAR - DOUBLE MAGAZINE HOLDER - C. SHOGREN
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	146.38	
3577	06/27/2022	Claims	2	104806	E3 SOLUTIONS, INC	842.66	2022 S2 SUSP RENEWAL - ACCESS CARD PROGRAM
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	33.71	
					001 - 514 23 41 00 - PROFESSIONAL SERVICES	91.29	
					001 - 514 30 41 00 - PROFESSIONAL SERVICES	71.63	
					001 - 521 10 41 00 - PD ADMIN PROFESSIONAL SER	477.51	
					001 - 524 20 41 00 - PROFESSIONAL SERVICES-BUILE	42.41	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	30.89	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	24.44	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	2.81	
					124 - 543 10 41 00 - PROFESSIONAL SERVICES	14.04	
					128 - 547 10 41 00 - PROFESSIONAL SERVICES	8.43	
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	38.20	
					001 - 576 80 41 00 - PROFESSIONAL SERVICES-ATLA	7.30	
3578	06/27/2022	Claims	2	104807	EDGE CONSTRUCTION SUPPLY	160.20	JACKSON GLASSES, EARPLUGS & ORANGE MESH VESTS
					001 - 576 80 31 00 - SUPPLIES	160.20	
3579	06/27/2022	Claims	2	104808	EUROFINS MICROBIOLOGY LABORATOIRES, INC	652.00	Y_DW SUBCONTRACT HERB/PEST WO #YCE0153 - 1800 E. WASH AVE - 05/09/2022
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	652.00	
3580	06/27/2022	Claims	2	104809	FASTENAL	470.68	PUSH BROOMS, STEEL HOES & STEEL SHOVELS
					401 - 534 50 31 00 - SUPPLIES	94.14	
					403 - 535 50 31 00 - SUPPLIES	94.14	
					402 - 537 50 31 00 - SUPPLIES	94.14	
					101 - 542 30 31 00 - SUPPLIES	94.14	
					001 - 576 80 31 00 - SUPPLIES	94.12	
3581	06/27/2022	Claims	2	104810	FEDERAL EASTERN INTERNATIONAL	856.42	VISION AXII CARRIER - J. VANICEK
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	856.42	
3582	06/27/2022	Claims	2	104811	FLOR FLORES	300.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 06/11/2022
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	300.00	
3583	06/27/2022	Claims	2	104812	GALLS, LLC	803.74	COVERED CUFF CASES; SHORTEN SLEEVES & TAPER SLEEVES ON SHORT SLEEVES - C. SHOGREN; LS POWER STRETCH POLY/WOOL SHIRT & SHORTEN SLEEVES - C. SHOGREN; B736 BADGES WITH EAGLE & APPLIED PANELS; RETURN OF 5
					001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI	212.07	

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			001 - 521 22 21 00		PATROL UNIFORMS & EQUIPMI	21.78	
			001 - 521 22 21 00		PATROL UNIFORMS & EQUIPMI	107.28	
			001 - 521 22 21 00		PATROL UNIFORMS & EQUIPMI	614.36	
			001 - 521 22 21 00		PATROL UNIFORMS & EQUIPMI	-151.75	
3584	06/27/2022	Claims	2	104813	GEARJAMMER	81.22	FUEL - J. BROWNELL
			001 - 521 22 32 00		PATROL FUEL	81.22	
3585	06/27/2022	Claims	2	104814	GENE WEINMANN CONSULTING	321.33	CDBG COORDINATOR & POSTAGE/SUPPLIES
			170 - 559 30 31 00		SUPPLIES	40.08	
			170 - 559 30 41 01		PROFESSIONAL SERVICES - HOL	281.25	
3586	06/27/2022	Claims	2	104815	ROBIN GRANGER	300.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 06/16/2022
			001 - 582 10 00 03		PARK DEPOSIT REFUND	300.00	
3587	06/27/2022	Claims	2	104816	ERIC HEVLAND	300.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 06/14/2022
			001 - 582 10 00 03		PARK DEPOSIT REFUND	300.00	
3588	06/27/2022	Claims	2	104817	HLA ENGINEERING & LAND SURVEYING INC	75,356.28	PROFESSIONAL ENGINEER SERVICES - 05/01/2022 - 05/31/2022
			401 - 534 50 41 00		PROFESSIONAL SERVICES	465.00	
			403 - 535 50 41 00		PROFESSIONAL SERVICES	1,627.50	
			101 - 542 30 41 00		PROFESSIONAL SERVICES	208.00	
			101 - 542 70 41 00		PROFESSIONAL SERVICES	3,903.50	
			101 - 543 30 41 00		PROFESSIONAL SERVICES	310.00	
			118 - 594 10 41 18		LIBRARY/COMMUNITY CENTER	2,208.75	
			118 - 594 10 41 18		LIBRARY/COMMUNITY CENTER	4,297.50	
			405 - 594 35 41 50		S BROADWAY WA/SE COLLECTI	962.50	
			405 - 594 35 41 54		BELTWAY SEWER EXT-PE	1,810.00	
			405 - 594 38 64 25		AHTANUM/MAIN ST STORMWA	5,076.49	
			121 - 595 30 64 08		W. AHTANUM RD-GOODMAN T	54,487.04	
3589	06/27/2022	Claims	2	104818	HOLOSUN TECHNOLOGIES,	6,560.32	RED DOT SIGHTS - HE509T-RD X2 LEM
			123 - 521 22 21 23		CJ UNIFORMS & EQUIP	6,560.32	
3590	06/27/2022	Claims	2	104819	HYUNDAI OF YAKIMA	45.44	LUBE, OIL & FILTER & TIRE ROTATION - VEH #221
			001 - 521 22 48 00		PATROL REPAIRS & MAINT	45.44	
3591	06/27/2022	Claims	2	104820	KEY CODE MEDIA, INC.	10,923.30	TRICASTER MINI ADVANCED HD-4 SDI FOR AV ROOM
			120 - 594 14 64 00		COMPUTERS & EQUIPMENT	10,923.30	
3592	06/27/2022	Claims	2	104821	KITTITAS & YAKIMA VALLEY UC	125.00	WORK RELATED EXAM - S. OCHOA
			403 - 535 50 41 00		PROFESSIONAL SERVICES	125.00	
3593	06/27/2022	Claims	2	104822	NOBELS ELECTRIC INC	305.64	TROUBLESHOOT/REPAIR BORTON WELL BREAKER & WELL #4
			401 - 534 50 41 00		PROFESSIONAL SERVICES	305.64	
3594	06/27/2022	Claims	2	104823	LAW OFFICES OF MARGITA DORNAY	14,500.00	PROSECUTING ATTORNEY - 06/2022
			001 - 515 31 41 02		LEGAL SERVICES - PROS. ATTN	14,500.00	
3595	06/27/2022	Claims	2	104824	MENKE JACKSON BEYER LLP	92.00	GENERAL LEGAL SERVICE
			001 - 515 41 41 00		EXTERNAL LEGAL SERVICES	92.00	
3596	06/27/2022	Claims	2	104825	MINUTEMAN PRESS	217.68	SECURITY TINT WINDOW ENVELOPES
			401 - 534 50 31 00		SUPPLIES	72.56	
			403 - 535 50 31 00		SUPPLIES	72.56	

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			402 - 537 50 31 00 -		SUPPLIES	72.56	
3597	06/27/2022	Claims	2	104826	MORTONS SUPPLY	43.31	100P 1.5 DIAPHRAM ONLY & IRRITROL DC LATCHING SOLENOID
			001 - 576 80 31 00 -		SUPPLIES	43.31	
3598	06/27/2022	Claims	2	104827	ROBERT R NORTHCOTT	350.00	PUBLIC DEFENDER - 06/13/2022 - 06/20/2022
			001 - 515 91 41 03 -		LEGAL SERVICES-PUBLIC DEFEN	350.00	
3599	06/27/2022	Claims	2	104828	NORTRACK LIMITED	1,000.00	GRIFFIN WARRIOR 8 TRAINING EXPENSES - 05/23/2022 - 05/26/2022
			001 - 521 40 49 00 -		PD TRAINING MISCELLANEOUS	1,000.00	
3600	06/27/2022	Claims	2	104829	OFFICE SOLUTIONS NORTHWEST	260.58	HP 962XL INK CARTRIDGES - CYAN & MAGENTA; COPY PAPER; HP 962XL INK CARTRIDGES - BLACK & YELLOW; HP 962XL INK CARTRIDGE - BLACK
			001 - 511 60 31 01 -		SUPPLIES	1.00	
			001 - 513 10 31 00 -		SUPPLIES	1.79	
			001 - 514 23 31 00 -		SUPPLIES	75.68	
			001 - 514 23 31 00 -		SUPPLIES	10.43	
			001 - 514 23 31 00 -		SUPPLIES	86.50	
			001 - 514 30 31 00 -		SUPPLIES	22.40	
			001 - 521 10 31 00 -		PD ADMIN SUPPLIES	0.18	
			001 - 524 20 31 00 -		SUPPLIES-BUILDING	10.28	
			401 - 534 50 31 00 -		SUPPLIES	1.22	
			401 - 534 50 31 00 -		SUPPLIES	16.22	
			403 - 535 50 31 00 -		SUPPLIES	1.22	
			403 - 535 50 31 00 -		SUPPLIES	16.22	
			402 - 537 50 31 00 -		SUPPLIES	1.22	
			402 - 537 50 31 00 -		SUPPLIES	16.22	
3601	06/27/2022	Claims	2	104830	PACIFIC POWER	6,336.55	TRAFFIC LIGHTS - 05/2022 & LIFT STATIONS - 06/2022; FIRE DEPT - 06/2022; CIVIC CAMPUS - 06/2022; STREET LIGHTS/BOOSTER PUMPS - 05/2022; AREA LIGHTS - 05/2022
			001 - 513 10 47 00 -		CIVIC CAMPUS UTILITIES - EXEC	77.49	
			001 - 514 23 47 00 -		CIVIC CAMPUS UTILITIES-FINAN	108.09	
			001 - 514 30 47 00 -		CIVIC CAMPUS UTILITIES - CLER	97.20	
			001 - 515 31 47 00 -		CIVIC CAMPUS UTILITIES-LEGAL	47.03	
			001 - 521 50 47 00 -		PD FACILITIES CIVIC CAMP UTIL	984.21	
			001 - 522 50 47 00 -		FD FACILITIES - UTILITIES	448.72	
			001 - 524 10 47 01 -		CIVIC CAMPUS UTILITY-BUILDIN	49.64	
			401 - 534 50 47 00 -		UTILITIES	398.96	
			401 - 534 50 47 01 -		CIVIC CAMPUS UTILITIES-WATE	45.01	
			403 - 535 50 47 00 -		UTILITIES	2,179.46	
			403 - 535 50 47 01 -		CIVIC CAMPUS UTILITIES-SEWEI	32.74	
			402 - 537 50 47 01 -		CIVIC CAMPUS UTILITES - GARB	3.43	
			101 - 542 30 47 01 -		CIVIC CAMPUS UTILITIES-STREE	6.19	
			101 - 542 63 47 00 -		UTILITIES	218.41	
			101 - 542 64 47 00 -		UTILITIES	166.56	
			101 - 543 30 47 01 -		CIVIC CAMPUS UTILITIES-STREE	16.53	
			128 - 547 10 47 01 -		CIVIC CAMPUS UTILITIES-TRAN!	13.84	
			001 - 558 60 47 01 -		CIVIC CAMPUS UTILITIES-PLAN!	43.06	
			001 - 576 80 47 00 -		UTILITIES	1,387.10	
			001 - 576 80 47 01 -		CIVIC CAMPUS U TILITIES-PARK	12.88	
3602	06/27/2022	Claims	2	104831	PETTY CASH	17.33	MISC RECEIPTS - 06/2022
			001 - 511 60 31 01 -		SUPPLIES	8.63	
			001 - 511 60 42 01 -		COMMUNICATION	8.70	

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3603	06/27/2022	Claims	2	104832	MISTY PRINCE	300.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL - 06/04/2022
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	300.00	
3604	06/27/2022	Claims	2	104833	QUADIENT FINANCE USA, INC.	500.00	POSTAGE - 06/2022
					001 - 513 10 42 01 - COMMUNICATION	1.18	
					001 - 514 23 42 00 - COMMUNICATIONS	264.14	
					001 - 514 30 42 00 - COMMUNICATIONS	88.67	
					001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS	11.17	
					001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS	2.08	
					001 - 524 20 42 00 - COMMUNICATION-BUILDING	53.92	
					401 - 534 50 42 00 - COMMUNICATION	26.28	
					403 - 535 50 42 00 - COMMUNICATION	26.28	
					402 - 537 50 42 00 - COMMUNICATION	26.28	
3605	06/27/2022	Claims	2	104834	JOHN T RAMOS	7.19	WATER DEPOSIT REFUND - UB ACCT # 8292 - 304 WHITMAN STREET
					414 - 582 10 04 14 - DEPOSIT REFUND	7.19	Refund Utility Deposit
3606	06/27/2022	Claims	2	104835	REPUBLIC PUBLISHING CO	2,038.70	NOTICE OF IN-PERSON STUDY SESSION - 06/06/2022; NOTICE OF CIVIL SERVICE MEETING - 06/06/2022; NOTICE OF 2022 MEETINGS - COUNCIL, COUNCIL STUDY SESSION, PARK BOARD, CIVIL SVC LTAC & PLANNING COMMISSION
					001 - 511 60 44 01 - ADVERTISING	107.10	
					001 - 511 60 44 01 - ADVERTISING	498.26	
					001 - 521 10 44 00 - PD ADMIN ADVERTISING	61.60	
					001 - 521 10 44 00 - PD ADMIN ADVERTISING	249.13	
					108 - 557 30 44 14 - ADVERTISING-GENERAL (LTAC I	249.13	
					001 - 558 60 44 00 - ADVERTISING	249.15	
					001 - 558 60 44 00 - ADVERTISING	375.20	
					001 - 576 80 44 00 - ADVERTISING	249.13	
3607	06/27/2022	Claims	2	104836	TORI RICH	24.08	WATER DEPOSIT REFUND - UB ACCT #9559 - 8 E. WASHINGTON STREET
					414 - 582 10 04 14 - DEPOSIT REFUND	24.08	
3608	06/27/2022	Claims	2	104837	BLANCA RODRIGUEZ	300.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 06/11/2022
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	300.00	
3609	06/27/2022	Claims	2	104838	KURT W SCHELHAMMER	200.00	2022 SAFETY BOOT REIMBURSEMENT - K. SCHELHAMMER
					401 - 534 50 21 00 - UNIFORMS & EQUIPMENT	100.00	
					101 - 542 30 21 00 - UNIFORMS & EQUIPMENT	100.00	
3610	06/27/2022	Claims	2	104839	SPRINGBROOK HOLDING CO. LLC	195.00	HOSTING USER FEE/ENTERPRISE USER
					001 - 518 88 41 01 - BIAS ANNUAL SUPPORT	195.00	
3611	06/27/2022	Claims	2	104840	THE REAL YELLOW PAGES	310.55	PARK AD - 06/2022
					001 - 576 80 44 00 - ADVERTISING	310.55	
3612	06/27/2022	Claims	2	104841	TOTAL SITE SERVICES, LLC	292,401.03	PROGRESS ESTIMATE NO. 6 - STORM DRAINAGE IMPROVEMENTS
					405 - 594 38 64 25 - AHTANUM/MAIN ST STORMW/	292,401.03	
3613	06/27/2022	Claims	2	104842	TROY LEE & ASSOCIATES	2,250.00	PUBLIC DEFENDER SERVICES - 05/01/2022 - 06/08/2022
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN	2,250.00	

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3614	06/27/2022	Claims	2	104843	TTC CONSTRUCTION INC.	21,202.56	PROGRESS ESTIMATE NO. 5 - S. BROADWAY AREA SEWER EXTENSION (GSP PHASE 3)
					405 - 594 35 64 05 - SEWER SYSTEM IMPR-3RD PAR	21,202.56	
3615	06/27/2022	Claims	2	104844	U.S. CELLULAR	932.20	PD PHONE SVC - 06/2022
					001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS	932.20	
3616	06/27/2022	Claims	2	104845	UNITED STATES POSTMASTER	828.92	UB POSTAGE - 06/2022
					401 - 534 50 42 00 - COMMUNICATION	276.31	
					403 - 535 50 42 00 - COMMUNICATION	276.31	
					402 - 537 50 42 00 - COMMUNICATION	276.30	
3617	06/27/2022	Claims	2	104846	SAVANNAH VORACHACK	300.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 06/18/2022
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	300.00	
3618	06/27/2022	Claims	2	104847	WA ASSN OF SHERIFFS &	350.00	FULL CONFERENCE REGISTRATION - G. COBB
					001 - 521 40 49 00 - PD TRAINING MISCELLANEOUS	350.00	
3619	06/27/2022	Claims	2	104848	WA STATE CRIMINAL JUSTICE	4,431.00	BLEA 838 TRAINING 03/22/2022 - 07/28/2022 - C. SHOGREN
					001 - 521 40 49 00 - PD TRAINING MISCELLANEOUS	4,431.00	
3620	06/27/2022	Claims	2	104849	WA STATE DEPT OF LICENSING	132.00	CPLS - MAY 2022
					630 - 589 30 02 01 - WEAPONS PERMIT STATE SHAR	132.00	
3621	06/27/2022	Claims	2	104850	WA STATE DEPT OF TRANSPORTATION	1,106.20	SIGNAL MAINTENANCE REPAIR & ADDITIONS - MAY 2022
					101 - 542 64 41 00 - INTERGOVERNMENTAL PROFES	1,106.20	
3622	06/27/2022	Claims	2	104851	WA STATE TREASURER	10,548.12	CJRS-05/2022
					640 - 586 00 09 01 - SCH ZONE SAFETY ST SHARE	233.59	
					640 - 586 00 13 01 - AUTO THEFT PREVENTION	570.97	
					640 - 589 30 04 01 - PSEA 1 STATE SHARE	4,756.39	
					640 - 589 30 05 01 - PSEA 2 STATE SHARE	2,600.85	
					640 - 589 30 06 01 - PSEA 3 STATE SHARE	98.85	
					640 - 589 30 07 01 - CRIME LAB/BREATH ST SHARE	121.16	
					640 - 589 30 08 01 - JIS STATE SHARE	1,640.82	
					640 - 589 30 10 01 - TRAUMA CARE STATE SHARE	525.49	
3623	06/27/2022	Claims	2	104852	WELLS FARGO VENDOR FIN SERV	861.69	KYOCERA TASKALFA 6054CI LEASE - 06/2022
					001 - 511 60 45 00 - OPERATING RENTALS & LEASES	17.41	
					001 - 513 10 45 00 - OPERATING RENTALS & LEASES	31.05	
					001 - 514 23 45 00 - OPERATING RENTALS & LEASES	180.71	
					001 - 514 30 45 00 - OPERATING RENTALS & LEASES	388.00	
					001 - 521 10 45 00 - PD ADMIN RENTALS & LEASES	2.76	
					001 - 524 20 45 00 - OPERATING RENTALS & LEASES	178.15	
					401 - 534 50 45 00 - OPERATING RENTALS & LEASES	21.20	
					403 - 535 50 45 00 - OPERATING RENTALS & LEASES	21.20	
					402 - 537 50 45 00 - OPERATING RENTALS & LEASES	21.20	
					001 - 576 80 45 00 - OPERATING RENTALS & LEASES	0.01	
3624	06/27/2022	Claims	2	104853	YAKIMA CO AUDITOR	39.00	UTILITY LIEN RELEASE RECORDING FEE - UB ACCT #12285 - 112 MOBILE HOME AVE - ROBERTS
					401 - 534 50 49 00 - MISCELLANEOUS	39.00	
3625	06/27/2022	Claims	2	104854	YAKIMA CO DEPT OF CORRECTIONS	60,518.98	INMATE HOUSING & MEDICAL - 05/2022
					001 - 523 20 41 04 - DETENTION & CORRECTION CC	64,257.41	
					001 - 523 20 41 07 - DETENTION & CORRECTION-MI	-3,738.43	

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3626	06/27/2022	Claims	2	104855	YAKIMA CO PUBLIC SERVICES	350.75	BRIDGE INSPECTIONS - 10TH AVENUE & CITY SHOP -01/31/2022
					101 - 542 30 41 02 - ADMIN SERVICE CHG TO 001 - !	350.75	
3627	06/27/2022	Claims	2	104856	YAKIMA CO TREAS PROSECUTING	219.94	CVC-05/2022
					633 - 586 00 00 00 - CRIME VICTIMS COMP CNTY SF	219.94	
3628	06/27/2022	Claims	2	104857	YAKIMA COOPERATIVE ASSN	999.21	#2 DIESEL DYED - 175.6000 GALLONS - AHTANUM YOUTH PARK
					001 - 576 80 32 00 - FUEL	999.21	
3629	06/27/2022	Claims	2	104858	YAKIMA PRINTING COMPANY LLC	32.46	BUSINESS CARDS - H. RIVERA
					001 - 521 22 31 00 - PATROL SUPPLIES	32.46	
3630	06/27/2022	Claims	2	104859	YAKIMA VALLEY CONFERENCE	3,916.00	LAND USE PLANNING & GIS/MAPPING SERVICES - 05/2022
					001 - 558 60 41 01 - INTERGOVERNMENTAL PROFES	3,916.00	
3631	06/27/2022	Claims	2	104860	YAKIMA VALLEY TOURISM	4,534.00	NW TRAVEL & LIFE - 1/2 PAGE AD MAY/JUNE 2022 & DIGITAL CONTENT PKG APRIL 2022
					108 - 557 30 44 08 - ADVERTISING-YAK VALLEY TOU	4,534.00	
3632	06/27/2022	Claims	2	104861	YAKIMA WASTE SYSTEMS INC	800.76	WASTE SVC - 05/2022
					402 - 537 60 49 00 - CONTRACTED SERVICES	800.76	

001 Current Expense Fund	115,029.29
101 Street Fund	6,618.53
107 Convention Center Reserve Fund	1,026.92
108 Tourism Promotion Area Fund	4,783.13
118 Municipal Capital Improvement Fund	6,506.25
120 City Hall Equipment Reserve Fund	10,923.30
121 Street Development Reserve Fund	462,510.52
123 Criminal Justice Fund	6,560.32
124 Infrastructure Reserve Fund	14.04
128 Transit System Fund	34.36
170 Housing Rehabilitation Fund	321.33
401 Water Fund	15,284.87
402 Garbage Fund	9,080.01
403 Sewer Fund	84,879.70
404 Water Improvement Reserve	64.55
405 Sewer Improvement Reserve	321,725.97
414 Water Deposits	31.27
630 General State/County-Shared Rev Fund	132.00
633 Crime Victims Comp Cnty Share	219.94
640 Court Revenue Fund	10,548.12
	1,056,294.42
	Claims: 1,056,294.42
	1,056,294.42