

UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA
MONDAY JUNE 8, 2020 – 6:00 P.M.
CITY HALL, 102 W. AHTANUM ROAD, UNION GAP

I. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

A. Approval of Minutes:

Regular Council Meeting Minutes, dated May 26, 2020 as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Claims Vouchers – EFT's, and Voucher No. 101316 through 101358 for June 8, 2020, in the amount of \$252,899.71

III. ITEMS FROM THE AUDIENCE: - First Opportunity -The City Council will allow comments under this section on items NOT already on the agenda. Where appropriate, the public will be allowed to comment on agenda items as they are addressed during the meeting. Please signal staff or the chair if you wish to take advantage of this opportunity. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record.

IV. GENERAL ITEMS

Public Hearing

Six Year Transportation Improvement Plan

Public Works & Community Development

1. Resolution No. - _____ - Adopting Amended Six-Year Transportation Improvement Program 2021-2026
2. Resolution No. - _____ - HLA Task Order 2020-01 Addendum No. 1; Main & Ahtanum Stormwater Improvement Project

3. Ordinance No. - _____ - 2020 Budget Amendment - Rock Avenue Sewer Extension - Change Order No. 1
4. Authorization to Apply for Congestion Mitigation and Air Quality (CMAQ) Funding

Public Safety

Resolution No. - _____ - City of Yakima Interlocal Agreement – Fire Protection Services

City Manager

1. Resolution No. - _____ - Contract with Department of Commerce – CARES Act Funding
2. The 501c(3) Friends of the Library Organizational Chart

City Mayor

Ordinance No. - _____ - Repealing UGMC 2.19

V. ITEMS FROM THE AUDIENCE: - Final Opportunity - The City Council will allow comments under this section on items NOT already on the agenda. Each speaker will have three (3) minutes to address the City Council. Any handouts provided must also be provided to the City Clerk and are considered a matter of public record

VI. CITY MANAGER REPORT

VII. COMMUNICATIONS/QUESTIONS/COMMENTS

VIII. DEVELOPMENT OF NEXT AGENDA

IX. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: June 8, 2020
From: David Dominguez; City Engineer
Topic/Issue: Public Hearing – Six Year Transportation Improvement Plan

SYNOPSIS: At the May 26, 2020 meeting, Council set a Public Hearing for tonight at 6:00 p.m.

RECOMMENDATION: Conduct a Public Hearing.

LEGAL REVIEW: City Attorney has reviewed.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Six Year Transportation Improvement Plan 2021-2026
2. Public Hearing Notice

NOTICE OF PUBLIC HEARING CITY OF UNION GAP, WASHINGTON

NOTICE IS HEREBY GIVEN that on Monday, June 8, 2020, at 6:00 p.m., or as soon thereafter as possible, the Union Gap City Council will conduct a public hearing. The purpose of the hearing is to receive comments on proposed revisions to the 2021-2026 Six-Year Transportation Improvement Program.

COVID-19 Public Hearing Procedures: in accordance with current and ongoing proclamations by the Governor of the State of Washington, (particularly proclamation 20-28) guidance from the State Attorney General on requirements of the Open Public Meetings Act, directives from the State Health Department and Yakima Health District regarding COVID-19, the City of Union Gap has determined that the Public Hearing for the City's 2021-2026 Six-Year Transportation Improvement Program will be conducted telephonically via GoToMeeting.


All interested persons may log in using the link and access code below to provide testimony on the proposed TIP amendment. At the conclusion of the Public Hearing, the Council will make a final determination concerning proposed revisions. Comments may also be emailed to the City Clerk at Karen.Clifton@uniongapwa.gov or mailed to P. O. Box 3008, Union Gap, Washington, 98903 prior to 5:00 p.m. on June 8, 2020.

To attend telephonically via GoToMeeting: on June 8th at 6:00 p.m., dial the number below, then enter the access code followed by the # sign, and follow the prompts:

Phone number: 1 (571) 317-3122

Access Code: 272-155-677#

DATED this 26th day of May 2020.



Karen Clifton, City Clerk



City Council Communication

Meeting Date: June 8, 2020
From: David Dominguez, City Engineer
Topic/Issue: Resolution – Adopting Amended Six-Year Transportation Improvement Program 2021-2026

SYNOPSIS: Each year, or as necessary, the City conducts a Public Hearing prior to adopting an amended Six-Year Transportation Improvement Program (T.I.P.), as required.

RECOMMENDATION: Approve a Resolution adopting an amended 2021 to 2026 Six-Year Transportation Improvement Program (Comprehensive Street Program) for the City of Union Gap.

LEGAL REVIEW: The City Attorney has reviewed the resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. Six-Year Transportation Improvement Program 2021-2026

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** providing for an amended 2021 to 2026 Six-Year Transportation Improvement Program (Comprehensive Street Program) for the City of Union Gap.

WHEREAS, annually or as necessary, thereafter, in compliance with State statute, the Council of the City of Union Gap amends our Six-Year Transportation Improvement Program (Comprehensive Street Program) and,

WHEREAS, public notice has been given of a hearing for an amendment of said Six-Year Transportation Improvement Program , which hearing was set for Monday, June 8, 2020 and,

WHEREAS, pursuant to the requirements of RCW 35.77.010 (1967), the Council of the City of Union Gap, after a public hearing, shall prepare and adopt a Comprehensive Street Program of the City of Union Gap of the ensuing six years 2021 to 2026;

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

That the 2021 to 2026 Six-Year Transportation Improvement Program (Comprehensive Street Program) as prepared and submitted by City staff is hereby adopted.

IT IS HEREBY FURTHER RESOLVED that a copy of said amended Six-Year Transportation Improvement Program (Comprehensive Street Program) for 2021 to 2026 be filed with the Department of Transportation not more than thirty (30) days after the adoption of this resolution.

PASSED this 8th day of June, 2020.

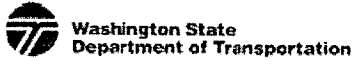
John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



Washington State
Department of Transportation

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
03	1	/ 4561(001) REGIONAL BELTWAY CONNECTOR PHASE 2 - SOUTH UNION GAP SR-97 to REGIONAL BELTWAY PHASE 1: Stage 2A: Longfibre Road to Fullbright Park Stage 2B: Fullbright Park to Main Street/US97 This project will construct a new four lane arterial from the Main Street Intersection with US 97 to Longfibre Road and serve as the east/west freight corridor. Project will be constructed in two stages. Stage 2A will be from Longfibre Road to the north boundary of Fullbright Park and include all roadway work, roundabouts at the intersections, joint bike/pedestrian pathways, and other work to complete the stage. Stage 2B will be from the north boundary of Fullbright Park to the Main Street intersection and include the roadwork, a bridge over the BNSF railway, a roundabout at the Main Street intersection, joint bike/pedestrian pathways and other work to complete the stage.	UG03					01	GOPST W	1.750	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	RW	2021	NHFP	1,000,000		0	410,000	1,410,000
S	CN	2022	INFRA	6,660,000		0	0	6,660,000
P	CN	2022		0		0	640,000	640,000
P	CN	2025	NHFP	9,603,775		0	0	9,603,775
Totals				17,263,775		0	1,050,000	18,313,775

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	1,410,000	0	0	0	0
CN	0	7,300,000	0	0	9,603,775
Totals	1,410,000	7,300,000	0	0	9,603,775

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
			G. Structure ID									
03	2	14579(012) MAIN STREET RECONSTRUCTION-PHASE 1 2ND STREET to WEST FRANKLIN STREET RECONSTRUCT EXISTING 4 LANE ROADWAY TO A 5 LANE SECTION WITH CENTER TWO-WAY LANE, BY REMOVAL OF EXISTING ASPHALT OVERLAY AND EXISTING CEMENT CONCRETE PAVEMENT, CURB & GUTTER. CONSTRUCT NEW WIDENED AREA; NEW CURB & GUTTER, SIDEWALKS; STORM DRAINAGE; ILLUMINATION; TRAFFIC SIGNAL, AND HMA PAVEMENT.	UG07					03	P S T W	0.400	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2021	HIP(US)	162,950		0	179,533	342,483
S	CN	2021	STP(US)	868,408	TIB	614,789	0	1,483,197
Totals				1,031,358		614,789	179,533	1,825,680

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	3,483,197	0	0	0	0
Totals	3,483,197	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	3	10TH AVENUE SOUTH #475 BRIDGE REPLACEMENT 10TH AVENUE Approx 550 ft N I/S S 10th Ave/Valley Mall Blvd to Approx 150 ft S of I/S S 10th Ave/Whitman St. Replace existing timber span bridge with precast concrete girder and concrete pier bridge.	UG51 08486100					47	C G P T	0.040	CE	Yes

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2021	STP(BR)	281,125		0	43,875	325,000
S	RW	2021	STP(BR)	114,537		0	15,463	130,000
S	CN	2022	STP(BR)	688,776		0	92,984	781,760
Totals				1,084,438		0	152,322	1,236,760

Phase	1st	2nd	3rd	4th	5th & 6th
PE	325,000	0	0	0	0
RW	130,000	0	0	0	0
CN	0	781,760	0	0	0
Totals	455,000	781,760	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	4	COMPLETE STREETS PROJECT to Repair of sidewalk panels, installation of bulbouts and curb ramps, construction of commercial driveway approaches, sidewalks and storm drainage provisions.	UG52					28				No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	ALL	2021		0	T1B	142,000	0	142,000
Totals				0		142,000	0	142,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	142,000	0	0	0	0
Totals	142,000	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	5	/ 4550(005) WEST AHTANUM ROAD RESURFACING GOODMAN ROAD to SOUTH 15TH AVENUE Grind HMA shoulders, pave back HMA, place gravel shouldering.	UG21					05	C G S T W	1.170	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	CN	2021	STP(US)	1,356,750		0	212,316	1,569,066
Totals				1,356,750		0	212,316	1,569,066

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	1,569,066	0	0	0	0
Totals	1,569,066	0	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	6	AHTANUM ROAD SIDEWALK IMPROVEMENTS BNSF Tracks to 5th Street Construct curb and gutter, sidewalks, retaining walls, and ADA ramps.	WA-09053					28		0.240	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0	Ped/Bike Program	21,045	7,015	28,060
P	CN	2023		0	Ped/Bike Program	132,480	44,160	176,640
Totals				0		153,525	51,175	204,700

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	28,060	0	0	0
CN	0	0	176,640	0	0
Totals	0	28,060	176,640	0	0

Six Year Transportation Improvement Program From 2021 to 2026

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	7	/ 4554(006) Valley Mall Boulevard Resurfacing 4554 S. 10th Avenue to Airport Grind and overlay existing roadway including, paving fabric, HMA, new striping, and installation of signal detection loops.	WA-10730					05		1.430	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2022	NHFP	800,000		0	108,000	908,000
Totals				800,000		0	108,000	908,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	908,000	0	0	0
Totals	0	908,000	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
02	8	AHTANUM ROAD RECONSTRUCTION - STAGE 2 GOODMAN ROAD to SOUTH 16TH AVENUE RECONSTRUCT AND WIDEN TO INCLUDE CURB, GUTTER, SIDEWALK, HMA, STORM DRAINAGE, ILLUMINATION, BRIDGE, AND CULVERT REPLACEMENT.	UG05					03	C G P S T W	1.260	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	STP(US)	335,010		0	52,290	387,300
P	CN	2024	STP(US)	3,722,440		0	580,960	4,303,400
Totals				4,057,450		0	633,250	4,690,700

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	387,300	0	0
CN	0	0	0	4,303,400	0
Totals	0	0	387,300	4,303,400	0

Six Year Transportation Improvement Program From 2021 to 2026

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	9	OLD TOWN ROAD RECONSTRUCTION MAIN STREET to VALLEY MALL BOULEVARD RECONSTRUCT ROADWAY INCLUDING EXCAVATION, CURB AND GUTTER, SIDEWALK, CRUSHED SURFACING, HOT MIX ASPHALT, STORM DRAINAGE, AND ILLUMINATION.	UG24					04	P S W	0.210	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022	STP(US)	55,360		0	8,640	64,000
P	CN	2023	STP(US)	424,715		0	66,285	491,000
Totals				480,075		0	74,925	555,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	64,000	0	0	0
CN	0	0	491,000	0	0
Totals	0	64,000	491,000	0	0

Six Year Transportation Improvement Program From 2021 to 2026

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
14	10	3RD AVENUE RESURFACING PROJECT Ahtanum Rd to WASHINGTON AVE GRIND AND OVERLAY EXISTING ROADWAY INCLUDING, PAVING FABRIC, HMA, NEW STRIPING, AND INSTALLATION OF SIGNAL LOOPS.	UG50					05		0.510	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023	NHPP	77,250		0	25,750	103,000
P	CN	2024	NHPP	558,750		0	186,250	745,000
Totals				636,000		0	212,000	848,000

Expenditures Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	103,000	0	0
CN	0	0	0	745,000	0
Totals	0	0	103,000	745,000	0

Six Year Transportation Improvement Program From 2021 to 2026

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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	11	LONGFIBRE ROAD SIGNALIZATION LOWE'S DRIVEWAY to 300 FEET WEST PARTNER WITH CITY OF YAKIMA RECONSTRUCT ROADWAY INCLUDING EXCAVATION, CURB AND GUTTER, SIDEWALK, CRUSHED SURFACING, HOT MIX ASPHALT, STORM DRAINAGE, AND ILLUMINATION.	UG31					03	G P S T W	0.110	CE	No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2024		0		0	60,000	60,000
P	CN	2025		0		0	460,000	460,000
Totals				0		0	520,000	520,000

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	60,000	0
CN	0	0	0	0	460,000
Totals	0	0	0	60,000	460,000

Six Year Transportation Improvement Program From 2021 to 2026

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Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	R/W Required
00	12	SCHOOL SAFETY PROJECTS N/A to N/A VARIOUS LOCATIONS; CITY-WIDE, CROSSING FLASHERS, SIDEWALKS, SIGNING	UG22					24			CE	No

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2024		0	SRTS	946,400	76,600	1,023,000
Totals				0		946,400	76,600	1,023,000

Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	1,023,000	0
Totals	0	0	0	1,023,000	0

Six Year Transportation Improvement Program From 2021 to 2026

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Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	13	REHABILITATION/OVERLAYS - VARIOUS ROADS N/A to N/A CONSTRUCT STRUCTURAL OVERLAYS ON ARTERIAL ROADWAYS.	UG09					05			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2022	STP(US)	300,000		0	35,000	335,000
Totals				300,000		0	35,000	335,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	335,000	0	0	0
Totals	0	335,000	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	14	SEALCOAT PROGRAM / VARIOUS ROADS, MTP AREAS N/A to N/A PRE-LEVEL AND SEALCOAT VARIOUS ROADS; VARIOUS LOCATIONS TO BE DETERMINED BY THE PAVEMENT MANAGEMENT PLAN AS LISTED ON THE REGIONAL PLAN PROJECT LIST.	UG08					06	P S W	5.000	EA	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2022		0		0	90,000	90,000
P	CN	2022	STP(US)	410,000		0	0	410,000
Totals				410,000		0	90,000	500,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	90,000	0	0	0
CN	0	410,000	0	0	0
Totals	0	500,000	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

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00	15	ROADWAY CITY-WIDE SHOULDER IMPROVEMENTS N/A to N/A CITY-WIDE SHOULDER IMPROVEMENTS	UG26					06			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2022	CMAQ	50,000		0	7,000	57,000
Totals				50,000		0	7,000	57,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	57,000	0	0	0
Totals	0	57,000	0	0	0

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N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	16	PATHWAY/SIDEWALK PROJECTS N/A to N/A CONSTRUCT SIDEWALKS/PATHWAYS AT VARIOUS LOCATIONS.	UG29					28			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2022	STP	110,000		0	0	110,000
Totals				110,000		0	0	110,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	110,000	0	0	0
Totals	0	110,000	0	0	0



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	17	TRANSIT ASSET AMENITIES, ROUTE MAINTENANCE, REPAIR N/A to N/A MAINTENANCE OF SHELTERS, BENCHES AND SIGNAGE THROUGHOUT THE CITY ROUTE SYSTEM.	UG23					23			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2023		0		0	100,000	100,000
Totals				0		0	100,000	100,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	100,000	0	0
Totals	0	0	100,000	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	18	DOWNTOWN FUTURE INITIATIVES W AHTANUM ROAD to SOUTH CITY LIMITS SIDEWALK MODIFICATIONS AND OTHER IMPROVEMENTS TO BE DETERMINED.	UG14					18	OP STW	1.400	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025		0	OTHER	440,000	110,000	550,000
Totals				0		440,000	110,000	550,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	550,000
Totals	0	0	0	0	550,000



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

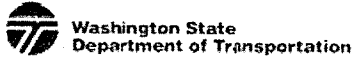
Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	19	CITY-WIDE TRANSPORTATION PLANNING PROJECTS to VARIOUS TRANSPORTATION, TRAFFIC OPERATIONS, AND SAFETY RELATED PLANNING ACTIVITIES AND MAIN STREET REVITALIZATION PLAN.	UG13					18			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2023		0		0	50,000	50,000
P	ALL	2023	CDBG	24,000		0	1,500	25,500
Totals				24,000		0	51,500	75,500

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	50,000	0	0
ALL	0	0	25,500	0	0
Totals	0	0	75,500	0	0



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap
 County: Yakima
 MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	20	STORM DRAIN / VEGETATION - LOCAL SELECTION N/A to N/A CITY-WIDE STORM DRAIN MAINTENANCE.	UG12					20			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	CN	2022		0		0	40,000	40,000
Totals				0		0	40,000	40,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
CN	0	40,000	0	0	0
Totals	0	40,000	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
00	21	SIGNAL UPGRADES - LOCAL SELECTION N/A to N/A UPGRADE SIGNAL	UG28					24			CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2022	CMAQ	460,000		0	62,000	522,000
Totals				460,000		0	62,000	522,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	522,000	0	0	0
Totals	0	522,000	0	0	0

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	22	SOUTH 10TH AVENUE - NORTH / SOUTH CONNECTOR (2 STAGES) AHTANUM ROAD to WEST WASHINGTON AVENUE NEW ROADWAY CONSTRUCTION, RECONSTRUCTION OF EXISTING ROADWAY, REPLACE EXISTING BRIDGE, IMPROVE INTERSECTION, AND SIGNALIZATION AT PIONEER STREET	UG04					01	P S W	0.420	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2026	BR	700,000		0	100,000	800,000
Totals				700,000		0	100,000	800,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	800,000
Totals	0	0	0	0	800,000

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

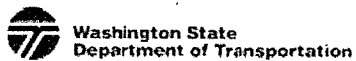
Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	23	GOODMAN ROAD BRIDGE WIDE HOLLOW CREEK to REPLACE EXISTING BRIDGE.	UG15					11			CE	No

Funding

Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2025	BR	100,000		0	150,000	250,000
P	RW	2025	BR	50,000		0	20,000	70,000
P	CN	2026	BR	2,095,000		0	0	2,095,000
Totals				2,245,000		0	170,000	2,415,000

Expenditure Schedule

Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	250,000
RW	0	0	0	0	70,000
CN	0	0	0	0	2,095,000
Totals	0	0	0	0	2,415,000



Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
17	24	NORTH RUDKIN ROAD RECONSTRUCTION EAST MEAD AVENUE to RAINIER PLACE PARTNER WITH YAKIMA TO RECONSTRUCT ROADWAY INCLUDING EXCAVATION, CURB AND GUTTER, SIDEWALK, CRUSHED SURFACING, HOT MIX ASPHALT, STORM DRAINAGE, AND ILLUMINATION.	UG25						04	P S T W	0.760	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026	STP(US)	87,000		0	22,000	109,000
P	CN	2026	STP(US)	500,000	TPP	500,000	84,000	1,084,000
Totals				587,000		500,000	106,000	1,193,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	109,000
CN	0	0	0	0	1,084,000
Totals	0	0	0	0	1,193,000

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	25	SOUTH 12TH AVENUE VALLEY MALL BOULEVARD to WIDE HOLLOW CREEK RECONSTRUCT ROADWAY INCLUDING EXCAVATION, CURB AND GUTTER, SIDEWALK, CRUSHED SURFACING, HOT MIX ASPHALT, STORM DRAINAGE IMPROVEMENTS, AND ILLUMINATION.	UG11					04	P S W	0.310	CE	No

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2026		0		0	115,000	115,000
P	CN	2026		0	TIB	865,000	0	865,000
Totals				0		865,000	115,000	980,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	115,000
CN	0	0	0	0	865,000
Totals	0	0	0	0	980,000

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
09	26	NON-MOTORIZED LOOP FULLBRIGHT PARK to S WIDE HOLLOW CREEK PATHWAY Acquire right-of-way for extension of non-motorized pathway.	WA-06750					28		1.100	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	RW	2026	STP(US)	57,800		0	55,200	113,000
Totals				57,800		0	55,200	113,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
RW	0	0	0	0	113,000
Totals	0	0	0	0	113,000

Six Year Transportation Improvement Program From 2021 to 2026

Agency: Union Gap

County: Yakima

MPO/RTPO: YVCOG

Y Inside

N Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	27	GOODMAN ROAD AHTANUM ROAD to VALLEY MALL BLVD CONSTRUCT NEW ROADWAY INCLUDING EXCAVATION, CURB AND GUTTER, SIDEWALK, CRUSHED SURFACING, HOT MIX ASPHALT, STORM DRAINAGE, AND ILLUMINATION.	UG06					01	GOP ST	0.370	CE	Yes

Funding								
Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	ALL	2025		0		0	3,200,000	3,200,000
Totals				0		0	3,200,000	3,200,000

Expenditure Schedule					
Phase	1st	2nd	3rd	4th	5th & 6th
ALL	0	0	0	0	3,200,000
Totals	0	0	0	0	3,200,000

	Federal Funds	State Funds	Local Funds	Total Funds
Grand Totals for Union Gap	31,653,646	3,661,714	7,511,821	42,827,181



City Council Communication

Meeting Date: June 8, 2020
From: Michael Battle, PE – HLA Engineering and Land Surveying, Inc.
Topic/Issue: Resolution – HLA Task Order 2020-01 Addendum No. 1; Main & Ahtanum Stormwater Improvement Project

SYNOPSIS: HLA Engineering and Land Surveying, Inc. Addendum No. 1 Supplements previous Task Order No. 2020-01; Main & Ahtanum Stormwater Improvements project (HLA #18156E).

Geotechnical services is required by a consultant to complete soil infiltration tests. Due to the overall basin size and volume of stormwater, eight stormwater infiltration facilities are needed in lieu of anticipated outfall treatment.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign Addendum No. 1 supplementing Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc. as it relates to the Main & Ahtanum Stormwater Improvement project.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW:

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. HLA Addendum No. 1 - Task Order No. 2020-01

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign Addendum No. 1 supplementing Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc. as it relates to the Main and Ahtanum Stormwater Improvement (HLA #18156E) project.

WHEREAS, Geotechnical work is required to perform several infiltration tests; and

WHEREAS, the proposed project area has been identified as having high potential for archeological resources; and

WHEREAS, it is the recommendation of the Washington State Historic Preservation (SHPO), Department of Archaeology and Historic Preservation (DAHP), and Department of Ecology that a professional archeologist be on site during the geotechnical investigation; and

WHEREAS, Addendum No. 1, supplements Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc. to provide Geotechnical and Cultural Resource Services;

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

That the City Manager is authorized to sign Addendum No. 1 supplementing Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc. in order to provide Geotechnical and Cultural Resource Services as required to complete soil infiltration tests in regards to the Main & Ahtanum Stormwater Improvements project.

PASSED this 8th day of June, 2020.

ATTEST:

John Hodkinson, City Mayor

Karen Clifton, City Clerk

Bronson Brown, City Attorney

ADDENDUM NO. 1

TASK ORDER NO. 2020-01

REGARDING GENERAL AGREEMENT BETWEEN CITY OF UNION GAP

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

REASON FOR ADDENDUM NO. 1:

The Department of Ecology through recommendation from the Department of Archaeological and Historic Preservation has determined a Cultural Resource Inspector is required during all excavation including geotechnical work. Geotechnical work is required to perform several infiltration tests. Proposals were solicited through a Request for Proposal process, and two firms responded. It is the City's desire to contract with the lowest responsible and responsive firm. An estimated daily fee amount was provided by the selected firm. The total fee amount is dependent on the total days required to complete the geotechnical work.

Geotechnical services is required by a consultant to complete soil infiltration tests. Due to the overall basin size and volume of stormwater, eight stormwater infiltration facilities are needed in lieu of anticipated outfall treatment.

PROJECT DESCRIPTION:

Union Gap Stormwater Improvements (PROJECT)
HLA Project No. 18156E

The City of Union Gap has received a FY 2018 Water Quality Combined Financial Assistance from the Washington State Department of Ecology to improve stormwater conditions within the City of Union Gap. The Project will design stormwater improvements on Ahtanum Road from Main Street to the Railroad Tracks, and on Main Street from Washington Avenue to WSDOT right-of-way near the I-82 on ramp. Work will include design of new conveyance systems and subsurface infiltration systems to disconnect the City's stormwater and illicit connections from the existing underdrains. The underdrains discharge directly to nearby streams.

Geotechnical and assisted cultural resource inspection work will begin immediately following Task Order approval.

SCOPE OF SERVICES:

At the direction of the City of Union Gap (CITY), HLA will provide professional engineering services for the Union Gap Stormwater Improvements (PROJECT).

HLA shall provide the following services:

PHASE 4 – ADDITIONAL SERVICES

- B. Contract with GN Northern to provide geotechnical services based on proposal received on May 6, 2020.
- C. Contract with FDMC to provide cultural resource inspection services based on email proposal received on April 30, 2020.
- D. HLA will schedule and coordinate all work to be performed in the field including providing staking locations to perform the infiltration soil tests.

ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY

The CITY will provide or perform the following:

- F. Provide traffic control during field work.
- G. Provide utility locates prior to start of Additional Services work.

TIME OF PERFORMANCE:

Following authorization to proceed, HLA will diligently pursue completion of the PROJECT with the following schedule anticipated:

PHASE 4 – ADDITIONAL SERVICES

It is anticipated completion of field work will require 10 working days, and completion of all additional service work will be complete within 30 working days from start of work.

ADDITIONAL SERVICES

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

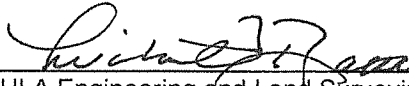
FEE FOR SERVICE:

PHASE 4 – ADDITIONAL SERVICES

All work for the completion of Additional services, Items B. – D. shall be performed on an hourly basis not to exceed \$26,000. (Attached subconsultant proposals for reference).

ADDITIONAL SERVICES

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

Proposed:  6/2/2020
 HLA Engineering and Land Surveying, Inc. Date
 Michael T. Battle, PE, President

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



City Council Communication

Meeting Date: June 8, 2020
From: David Dominguez, City Engineer
Topic/Issue: Ordinance – 2020 Budget Amendment - Rock Avenue Sewer Extension -
Change Order No. 1

SYNOPSIS: On April 9, 2020 a bid opening was held at the Union Gap City Hall for the Rock Avenue Sewer Extension Project. Due to COVID-19 the low bid of \$158,074.63 being offered by TTC Construction, Inc. of Yakima, Washington was \$66,925.37 below the budgeted amount.

At the May 11, 2020 Council meeting staff requested to spend the remaining funds.

The City has now received a change order from TTC Construction Inc. requiring an additional \$29,615 over the budgeted amount be spent to allow the project be extended to the north end of Rock Avenue.

RECOMMENDATION: Adopt and ordinance amending the 2020 Budget for an additional expenditure of \$29,615 and authorize the City Manager to sign the TTC Construction, Inc. change order no. 1, related to the Rock Avenue Sewer Extension Project, as listed below:

403 Fund:	2020 Budgeted Expenditures:	\$225,000.00
	Bid Award:	<u>\$158,074.63</u>
	Remaining Amount:	\$ 66,925.37
	Change Order Amount:	<u>\$ 96,540.37(tax included)</u>
		\$ 29,615.00

LEGAL REVIEW: City Attorney has reviewed.

FINANCIAL REVIEW: The 403 fund has an available ending balance of \$867,604 as of May 31, 2020.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Ordinance
2. TCT Construction, Inc., Change Order No. 1

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE amending the 2020 budget authorizing an expenditure of \$29,615 from the Sewer Fund (403) and authorizing the City Manager to sign the TTC Construction, Inc. Change Order No. 1, relating the Rock Avenue Sewer Extension project.

WHEREAS, The 2020 Budget included an expenditure of \$225,000 from the Sewer Fund (403) for costs associated with the Rock Avenue Sewer Extension project;

WHEREAS, The City awarded the bid to TTC Construction, Inc., for \$158,07.63, which is \$66,925.37 less than what was budgeted for the project;

WHEREAS, After discussion at the May 11, 2020 Council meeting, the Council showed interest in expanding the scope of the project to the north end of Rock Avenue;

WHEREAS, TTC Construction, Inc. has submitted a change order for \$96,540.37 in order to extend the project;

WHEREAS, A 2020 budget amendment is require to cover the additional expenditure.

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

Section 1. Expenditure of Funds The 2020 Budget is hereby amended to authorize an additional expenditure of \$29,615 from the Sewer Fund (403) for costs associated with the Rock Avenue Sewer Extension project.

Section 2. Authorize City Manager to Sign The City Manager is authorized to sign TTC Construction, Inc. Change Order No. 1 for additional costs related to the Rock Avenue Sewer Extension project.

ORDAINED this 8th day of June, 2020.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



TTC TTC CONSTRUCTION, INC.

12871 Summitview Yakima, WA. 98908 (509) 457-3969 Fax (509) 457-2945



Rock Avenue Added Footage + Pave

Pricing is based per bid item

2. Mobilization	1 LS	\$ 5390.00
3. Clear & Grub	1 LS	\$ 6740.00
4. CSBC	75 ton	\$ 4350.00
5. CSTC	35 ton	\$ 2100.00
6. HMA Patching	(15 ton)	\$ (2100.00)
7. Manhole 48"	2 Ea	\$ 7800.00
9. Shoring	1 LS	\$ 623.00
10. Select Backfill	260 CY	\$ 9100.00
11. Sewer 4"	120 Lf	\$ 3840.00
12. Sewer 8"	503 Lf	\$ 33,701.00
13. Rock Ave Pave	136 Ton	\$ 17680.00
Total		\$ 89,224.00 (Plus tax)

Thank you A.J. Heckart

Date 5-26-20



City Council Communication

Meeting Date: June 8, 2020
From: David Dominguez, City Engineer
Topic/Issue: Authorization to Apply for Congestion Mitigation and Air Quality (CMAQ) Funding

SYNOPSIS: The City of Union Gap is interested in applying for Congestion Mitigation and Air Quality (CMAQ) funding. This funding is provided to local governments for transportation projects and programs to help meet the requirement of the Clear Air Act.

Public Works is interested in soliciting CMAQ funding for the purchasing of a certified street sweeper.

RECOMMENDATION: Authorize staff to make application for funding assistance to the CMAQ Improvements Program.

LEGAL REVIEW: The City Attorney has reviewed.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: N/A



City Council Communication

Meeting Date: June 8, 2020

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution - City of Yakima Interlocal Agreement - Fire Protection Services

SYNOPSIS: The current Interlocal Agreement with the City of Yakima to provide fire protection services expires on December 31, 2020. This successor agreement is for five years starting January 1, 2021 through December 31, 2025.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign an Interlocal Agreement with the City of Yakima For fire protection services.

LEGAL REVIEW: Reviewed by the City Attorney.

FINANCIAL REVIEW: The proposed ILA has annual increases that will need to be budgeted for. Over the proposed five year ILA the average annual increase is 4.6%.

BACKGROUND INFORMATION: In 2013 staff was tasked with evaluating if the current fire protection model was meeting the City's needs and if not, what changes would be needed. It was determined there were deficiencies in the depth and sustainability of the service provided. Staff was tasked with finding a solution that would decrease costs while increasing the depth and sustainability of fire protection services for the City of Union Gap. Many options were considered. The City determined that an ILA with the City of Yakima met our objective for fire protection services by decreasing costs and increasing services. In 2015 the Yakima Fire Department and the Union Gap Fire Department merged via an ILA. The agreement proved to be a benefit to both communities and provided services that neither community could provide on their own. In 2018 the agreement was renewed for an additional three years. The current agreement will have to be renewed for the partnership to continue.

ADDITIONAL OPTIONS: Let the current agreement expire and reconstitute UGFD. However, it would likely cost additional funds and result in a decrease in services.

ATTACHMENTS:

1. Resolution
2. Interlocal Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an Interlocal Agreement with the City of Yakima for fire protection services for January 1, 2021 through December 31, 2025.

WHEREAS, the current fire protection agreement with the City of Yakima expires on December 31, 2020;

WHEREAS, Staff has negotiated a 5-year Interlocal Agreement with City of Yakima for five year beginning January 1, 2021 through December 31, 2025;

WHEREAS, it is necessary to sign a new interlocal agreement with City of Yakima for fire protection service;

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

The City Manager is authorized to sign an Interlocal Agreement with the City of Yakima for fire protection services beginning January 1, 2021 through December 31, 2025.

PASSED this 8th day of June, 2020.

John Hodkinson, City Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

FIRE PROTECTION SERVICES INTERLOCAL AGREEMENT
By and Between The City of Yakima and The City of Union Gap

This Agreement, which hereby incorporates by reference Appendix A "Fire Protection Services Agreement Scope of Services" and Appendix B "Lease Agreement for Fire Station Facilities" and all attachments thereto, is made and entered into by and between the CITY OF YAKIMA, a municipal corporation of the State of Washington, hereinafter referred to as "Yakima" and the CITY OF UNION GAP, a municipal corporation of the State of Washington, hereinafter referred to as "Union Gap."

WITNESSETH:

WHEREAS, in accordance with RCW 39.34.030, both parties have the authority to provide fire protection and emergency medical services within their respective corporate boundaries, and

WHEREAS, Yakima has established and maintains a fire department, and is capable, within reasonable limitations, of providing service to the geographical area of Union Gap; and

WHEREAS, two previous contracts were entered into where Yakima provided fire protection services to Union Gap from 2015 through 2020; and

WHEREAS, the parties heretofore wish to further contract with one another for the provision of fire service by Yakima to Union Gap, and for the purpose of enabling Union Gap to continue to utilize Yakima's fire protection, emergency medical, technical rescue, and hazardous materials response in Union Gap, and thereby continue to avoid unnecessary duplication of effort and expenditures of public funds; and

WHEREAS, the service fee established for Union Gap and the method by which future service fees will be determined, as described herein, are acknowledged by both parties to be fair and equitable; and

WHEREAS, this Agreement is specifically authorized by the Interlocal Cooperation Act set forth in chapter 39.34 of the Revised Code of Washington; now, therefore

IN CONSIDERATION of the promises and agreements herein contained, and subject to the terms and conditions hereinafter set forth, it is hereby mutually understood and agreed by the parties hereto as follows:

1. Service. Scope of service is outlined in Appendix A "Fire Protection Services Agreement Scope of Services".

2. Deployment Model and Response Performance Objectives. During the term of this agreement, Yakima shall operate a staffed 3-member company from the Union Gap fire station, located at 107 W. Ahtanum Rd., which station shall be leased by Yakima from Union Gap with terms as detailed in Appendix B "Lease Agreement for Fire Station Facilities". Resource deployment within Union Gap shall be consistent with the practices currently utilized by Yakima. Response performance objectives shall be in accordance with those standards and objectives outlined in RCW 52.33.030 and City of Yakima Resolution R-2007-27. EMS resource deployment shall be based upon the Criteria-Based EMS Dispatch model currently utilized by Yakima.

3. Personnel.

- a. Station assignments and the number of personnel shall be consistent with the staffing model used by Yakima for all stations. Staffing shall include a minimum of one (1) station Captain, two (2) Lieutenants, and six (6) firefighters and comply with Article 13 of the IAFF Local 469 most current CBA.

4. Discretion Regarding Manner of Providing Service. Yakima's Fire Chief shall act as Fire Chief over personnel and equipment deployed and assigned to the Union Gap fire station with all the powers and responsibilities entrusted to him or her by law. Yakima's City Manager alone shall exercise supervisory authority over the Yakima Fire Chief. In all events, Yakima shall have the sole discretion as to the personnel and equipment that will respond to each call for service. Yakima shall have complete discretion as to the order of response to calls, and shall be the sole judge as to the most expeditious, efficient and effective manner of handling and responding to calls for service or the rendering thereof.

5. Assets. Union Gap shall retain ownership of the following assets:

- a. One (1) fire station facility located at 107 W. Ahtanum Rd. which shall be leased to Yakima pursuant to the terms of Appendix B.
- b. All fire apparatus owned and titled by Union Gap shall remain the property of Union Gap throughout this agreement. Apparatus type shall be sufficient and comparable to provide the level of services expected as outlined in Appendix A for structure and wildland firefighting, EMS, and rescue calls.
- c. Yakima will be responsible for the annual maintenance and annual pump testing for Union Gap apparatus. Yakima will provide Union Gap with verification of completion of annual maintenance and pumping testing and will provide Union Gap with monthly reports on or around the 10th regarding the status of work order repair requests and repair progress. Yakima will also notify Union Gap in the event of any major mechanical issues as soon as practical. Union Gap shall be financially responsible for the general repair maintenance of all apparatus and vehicles they retain ownership and title for. To insure that minor problems do not become more severe, Yakima shall arrange for the timely repair and maintenance of the vehicles owned by Union Gap. When repairs to Union Gap apparatus are needed and believed to exceed \$5,000, Union Gap will be notified prior to repairs being initiated. Any repair or maintenance completed by an outside vendor shall be submitted to Union Gap for payment. Any repair or maintenance completed by Yakima Fire personnel, with the exception of the annual maintenance and pump test, shall be billed at a \$50.00 per hour shop rate plus any cost for parts. Yakima will be financially responsible to repair apparatus owned by Union Gap that has been damaged during the course of operations, damaged due to neglect, or damaged due to neglected apparatus repair work orders.

6. Reporting. Yakima shall provide Union Gap with the following reports regarding services provided to Union Gap under this Agreement:

- a. During major fires or medical emergencies, Yakima shall make contact with Union Gap's City Manager or other designated responsible official (by phone or email). Union Gap shall provide the Yakima Fire Chief with the names, phone numbers, and email addresses for this purpose.
- b. By the first working day following a fire or major medical emergency, Yakima shall provide Union Gap with an oral and written report confirming the time and location of the incident, the cause if known, and the general nature and extent of the loss sustained and/or injuries suffered.
- c. The Yakima Fire Chief or his/her designee shall attend one (1) regular Union Gap City Council meeting per month.
- d. On a quarterly basis, Yakima shall provide Union Gap with a written report illustrating the number and type of service calls to Union Gap for the preceding quarter, cumulative year-to-date totals, and comparative figures for the prior year.
- e. Annually Yakima shall provide Union Gap with a written report on the results of fire and life safety inspection activities conducted in Union Gap.

7. Trauma Response. In the event this agreement is terminated or expires and is not renewed, the trauma response area for the City of Union Gap will revert back to Union Gap.

8. Service Fee. The cost of Services provided pursuant to this contract shall be one million five hundred ninety-six thousand four hundred thirty-nine dollars (\$1,596,439) for 2021, one million six hundred eighty-four thousand two hundred forty-four dollars (\$1,684,244) for 2022, one million seven hundred seventy-six thousand eight hundred seventy-eight dollars (\$1,776,878) for 2023, one million eight hundred thirty-nine thousand sixty-nine dollars (\$1,839,069) for 2024, and one million eight hundred ninety-four thousand two hundred forty-two dollars (\$1,894,242) for 2025.

9. Payment Terms. The Service Fee shall be billed on a quarterly basis at the end of March, June, September and December. If payment is not received within forty-five (45) days of billing, a second notice will be sent by certified mail. If payment is not received within thirty (30) days of the date of the second notice, such payment shall be subject to an interest charge of ten (10) percent per annum, accrued from the due date of the payment. If payment is ninety (90) days delinquent, fire service may be withheld until past-due payments, including accrued interest, have been made in full.

10. Contract Term and Renewal. The term of this Agreement shall be from January 1, 2021 through December 31, 2025. If the parties so agree in writing prior to August 31, 2025, the term of this Agreement may be extended for an additional 2 years, to December 31, 2027. The costs for an extension will be mutually agreed upon in writing prior to the August 31st deadline.

11. Assignment. No assignment or other transfer of any right or obligation under this Agreement shall be made by either party, and any attempt to so assign or transfer such right or obligation shall be a breach of this Agreement and the assignment shall be of no effect.

12. Hold Harmless. Union Gap shall protect, defend, indemnify and save Yakima, its officers, employees and agents harmless from any and all costs, claims, judgments or awards of

damages, arising out of or in any way resulting from the negligent acts or omissions of Union Gap, its officers, employees or agents.

Yakima shall protect defend, indemnify and save Union Gap, its officers, employees and agents harmless from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Yakima, its officers, employees or agents.

In the event of liability for damages arising out of bodily injury or death to persons or damage to property caused by or resulting from the concurrent negligence of both parties, each party's liability hereunder shall be only to the extent of each party's own negligence.

Yakima and Union Gap each agree that its respective obligation under this section extends to any claim, demand or cause of action brought by or on behalf of any of its employees. For this purpose, Yakima and Union Gap, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claim, demand or cause of action under the industrial Insurance provisions of Title 51 RCW.

13. Remedies / Dispute Resolution. Disagreements regarding this Agreement shall be submitted to the Yakima Fire Chief. If the decision of the Fire Chief does not resolve the dispute then the parties shall mediate the matter, sharing the costs of mediation equally. In the event mediation efforts are unsuccessful then the parties may resolve the dispute through judicial action brought before a court of competent jurisdiction in Yakima County, Washington.

14. Termination. Either party may terminate this Agreement with or without cause by providing written notice of its intent to terminate to the other party. Such written notice of intent shall initiate a separation time period of 6 months during which time the parties shall work cooperatively to allow the service to revert into two individual entities. Assets shared by the parties shall be returned to the jurisdictions that contributed them.

15. Effective Date. Upon execution by both parties, this Agreement shall take effect on January 1, 2021.

IN WITNESS whereof, the parties acting in their official capacities have hereby executed this Agreement by affixing thereto the signatures of the proper officers on the dates below indicated.

CITY OF YAKIMA
BY _____
Its _____
Date _____

CITY OF UNION GAP
BY _____
Its _____
Date _____

APPROVED AS TO FORM:

Union Gap City Attorney

City Contract No. _____
Resolution No. _____

APPENDIX A
CITIES OF YAKIMA AND UNION GAP
FIRE PROTECTION SERVICES AGREEMENT
SCOPE OF SERVICES

1. Response and Mitigation. Within the geographical city limits of Union Gap, the City of Yakima shall provide the following services:

A. Fire Suppression

- i. Structural
- ii. Brush/Grass
- iii. Vehicle and Equipment
- iv. Other Non-Structural

B. Emergency Medical Services (EMS)

- i. Non-transport, emergency and non-emergency EMT-B response in accordance with established Yakima County Department of EMS and Criteria-Based EMS Dispatching Protocol.

C. Rescue

- i. Vehicle and Equipment
- ii. General Rescue
- iii. Confined Space
- iv. Water - Swift, Still and Ice
- v. High and Low Angle

D. Hazardous Materials Response

- i. Awareness and Operations – level responses
- ii. Technician-level responses – The service fee received by Yakima covers a portion of the Tri-County Annual assessment.

E. Fire Alarm Responses – Residential and Commercial

F. Emergency Responses – Other

G. Non-Emergency Service Calls

- i. Examples include, but are not limited to:
 - 1. Utility problems - water, electrical/power lines
 - 2. Smoke/CO detector problems/checks
 - 3. Lift assists
 - 4. Odor investigation
 - 5. Unauthorized burning

H. Fire Investigation – Cause and Origin

2. Training
 - A. Ongoing Training for Career Staff that is consistent with established NFPA curriculum.
3. Prevention
 - A. Fire and Life Safety Inspections consisting of one (1) initial inspection and one (1) compliance re-inspection is the desired goal for the number of annual inspections provided in accordance with this agreement to Union Gap. Occupancies that are non-compliant shall be turned over to Union Gap code enforcement for continued follow up.
 - i. Commercial
 - ii. Multi-Family Occupancies (3 or more families)
 - B. Public Education will be provided on a limited basis.
4. Maintenance
 - A. SCBA Repair and Annual Flow Testing.
 - B. Repair and Maintenance will be conducted in accordance with section five (5) of this agreement for apparatus owned and titled to Union Gap.
 - C. Repair and Maintenance for Power Equipment (gas powered chain and circular saws, positive pressure fans, and rescue tool power plants, etc.).
5. Miscellaneous Services
 - A. 5-Year Fire Service Strategic Planning
 - B. Communication and Coordination for insurance Rating (WSRB)

APPENDIX B

LEASE AGREEMENT for FIRE STATION FACILITIES

This Lease Agreement ("Lease") is made and effective this _____ day of _____, 2020, by and between the City of Union Gap, Washington, a municipal corporation of the State of Washington (hereinafter referred to as "Union Gap" and/or Landlord") and the City of Yakima, Washington, a municipal corporation of the State of Washington (hereinafter referred to as "Yakima" and/or "Tenant").

WHEREAS, Union Gap and Yakima have entered into a Fire Protection Services Interlocal Agreement for the provision of fire services by Yakima to Union Gap,

WHEREAS, as part of that Fire Protection Services Interlocal Agreement, Yakima shall operate a cross-staffed 3-member company from the Union Gap Fire Station which occupies a portion of the premises located at 107 W. Ahtanum Road (hereinafter referred to as "Fire Station");

WHEREAS, under the Fire Protection Services Agreement Yakima will lease the Fire Station from Union Gap for its use in performing its services under the Fire Protection Services Interlocal Agreement;

THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, it is agreed:

1. **Recitals.** The recitals set forth above are hereby incorporated by reference as if fully set forth herein.
2. **Term.**
 - A. Union Gap hereby leases its Fire Station to Yakima, and Yakima hereby leases the same from Union Gap, from January 1, 2021, and ending December 31, 2025, or earlier in the event that the underlying Fire Protection Services Agreement is ended earlier. This lease may not be terminated except as provided for herein.
 - B. The Lease term cannot be extended unless agreed upon in writing by the parties.
3. **Lease Payments.** Yakima shall pay Union Gap the amount of \$1.00 annually for use of the Fire Station.
4. **Condition of Premises.** Yakima and Union Gap have inspected the premises, are fully familiar with and know its condition, and Yakima accepts the same in its present condition without any representation of Union Gap regarding the condition thereof or the improvements thereon.
5. **Property Taxes.** Union Gap shall pay all general real estate taxes and installments of Special assessments coming due during the Lease term on the Leased Area, if any.
6. **Insurance.** Yakima shall maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities occurring on the Leased Area with the premiums thereon fully paid on or before due date, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof.

7. **Routine Minor Maintenance and Repairs.** Yakima agrees to keep the Leased Area and all improvements thereon in as good a condition as same are received, reasonable wear and tear excepted. Yakima shall be responsible for repair of damage, if any, necessitated by acts or failure to properly use the same by Yakima, its agents, employees or invitees within the Lease Area. All other routine minor maintenance and repairs to the heating and Cooling Systems, electrical circuits and fixtures, plumbing fixtures, glass, carpet, curtains and improvements in common areas and elsewhere in the building and exterior maintenance shall be the responsibility of Union Gap. Yakima shall provide prompt notice to Union Gap in the event a repair is necessary and Union Gap will make the repair within a reasonable period of time.
8. **Damage and Major or Emergency Repairs.** In the event that emergency repairs are necessary (repairs not exceeding \$5000 in value) to the fire station, Yakima shall immediately notify Union Gap of the need for such repairs and Yakima shall be authorized to initiate such emergency repairs and instruct the vendor to bill Union Gap directly for the cost of repairs. Yakima shall comply with all applicable City regulations relating to such repairs. Where repairs will exceed \$5000 in value, the City of Union Gap shall ensure that repairs are undertaken immediately and shall bear the costs for such repairs.
9. **Liens and Waste.** Yakima shall not cause nor permit any liens of any nature to be placed against the Fire Station and Leased Area except liens placed thereon by Union Gap, and Yakima shall save Union Gap harmless from and on account of all liens and all expenses and indebtedness connected therewith, except those relating to liens placed thereon by Union Gap. Yakima shall not commit nor permit any waste or nuisance to occur upon the Leased Area.
10. **Alterations and Additions.** Yakima shall not make any additions or material alterations to or upon the Lease Area without first obtaining written consent of Union Gap. In making alterations or additions, Yakima shall comply with all building code provisions, municipal ordinances and regulations, and state laws which may affect or govern such work. All Such additions or alterations made by Yakima shall become and remain the property of Union Gap, provided, however, that upon the termination of this lease Yakima shall, at its expense, promptly remove such additions or alterations if so requested by Union Gap.
11. **Utilities.** Union Gap shall pay all telephone, electrical, gas, water, sewer, and usual garbage bills.
12. **Risk of Loss.** All personal property of any kind in or on the Leased Area shall be kept there at the risk of Yakima, and Union Gap shall not be liable and Yakima waives all claims for any loss, damage or injury to property Sustained by Yakima upon or about the Leased Area.
13. **Sublease and Assignment.** Yakima shall not sublease all or any part of the Leased Area, or assign this Lease in whole or in part without Union Gap's consent.
14. **Default.** If default of these lease terms shall at any time be made by Yakima, and if said default shall continue for thirty (30) days after written notice thereof shall have been given to Yakima in writing by Union Gap without correction thereof then having been commenced and thereafter diligently prosecuted, Union Gap may declare the term of this Lease ended and terminated by giving Yakima written notice of such intention.
15. **Quiet Possession.** Union Gap covenants and warrants that upon performance by Yakima of its obligations hereunder, Union Gap will keep and maintain Yakima in exclusive, quiet, peaceable, undisturbed, and uninterrupted possession of the Leased Area during the term of this Lease; subject to the reasonable needs of Union Gap to enter upon the Leased Area.

16. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:
City Manager
City of Union Gap
107 W. Ahtanum Road
Union Gap, WA 98903

If to Tenant to:
Fire Chief
City of Yakima
401 N. Front St.
Yakima, WA 98901

Union Gap and Yakima shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

17. **Waiver.** No waiver of any default of Union Gap or Yakima hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Union Gap or Yakima shall not be construed as a waiver of a Subsequent breach of the same covenant, term, or condition.

18. **Headings.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

19. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Washington.

20. **Venue.** Venue for any action pertaining to this lease, including but not limited to any action to enforce or interpret this lease, shall lie in Yakima County, Washington.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

CITY OF UNION GAP
LANDLORD

CITY OF YAKIMA
TENANT

Arlene Fisher, City Manager

Alex Meyerhoff, Interim City Manager

STATE OF WASHINGTON)
)
COUNTY OF YAKIMA) §

On this _____ day of _____, 2020, **Arlene Fisher** appeared before me, a Notary Public in and for the State of Washington, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the to be the free

and voluntary act and deed of said nonprofit corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

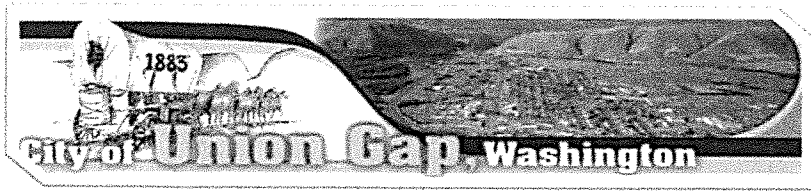
NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____

STATE OF WASHINGTON)
)
COUNTY OF YAKIMA) §

On this _____ day of _____, 2020, **Alex Meyerhoff** appeared before me, a Notary Public in and for the State of Washington, personally appeared, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that she was authorized to execute the instrument, and acknowledged it as the to be the free and voluntary act and deed of said nonprofit corporation for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

NOTARY PUBLIC in and for the State of
Washington, residing at _____
My appointment expires _____
Print Name _____



City Council Communication

Meeting Date: June 08, 2020
From: Arlene Fisher, City Manager
Topic/Issue: Resolution – Contract with Department of Commerce – CARES Act Funding

SYNOPSIS: The City is eligible for federal *Coronavirus Aid, Relief, and Economic Security Act* (CARES Act) monies for eligible expenditures relating to the Coronavirus. The City must first sign a contract with the Department of Commerce, who will be in charge of managing these federal funds.

RECOMMENDATION: Request Council to authorize the City Manager to sign an agreement with the Department of Commerce to receive federal CARES Act funding for eligible Coronavirus-related expenses.

LEGAL REVIEW: The City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Department of Commerce Contract

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign the CARES Act agreement for assistance for COVID-19 related expenses.

WHEREAS, the City is eligible for federal *Coronavirus Aid, Relief, and Economic Security* Act (CARES Act) funding for eligible COVID-19 expenditures;

WHEREAS, the City is entitled to \$188,250 in CARES Act funding, which is based on the City's population;

WHEREAS, In Washington State, the Department of Commerce will be overseeing the Coronavirus Relief Fund (CRF), and the City must enter into a contract with Department of Commerce, which has been approved by the Council.

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

The City Manager is authorized to sign an agreement with the Department of Commerce to received CARES Act monies for eligible expenditures relating to COVID-19.

PASSED this 8th day of June, 2020.

John Hodkinson, City Mayor

ATTEST:

Karen Clifton, City Clerk

Bronson Brown, City Attorney



Interagency Agreement with

City of Union Gap

through

the Coronavirus Relief Fund for Local Governments

For

Costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020.

Start date: March 1, 2020

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FACE SHEET

Contract Number: «Contract_Number»

**Washington State Department of Commerce
Local Government Division
Community Capital Facilities Unit
Coronavirus Relief Fund for Local Governments**

1. Contractor «Organization» «Address» «City», Washington «Postal_Code»		2. Contractor Doing Business As (optional)	
3. Contractor Representative «First» «Last» «CDBG_ContractsTitle» «CDBG_ContractsPhone_Number» «Email»		4. COMMERCE Representative «Full_Name» P.O. Box 42525 Project Manager 1011 Plum Street SE «LU_Project_ManagerPhone_Number» Olympia, WA 98504-2525 Fax 360-586-5880 «Mgr_Email»	
5. Contract Amount «Amount»	6. Funding Source Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	7. Start Date March 1, 2020	8. End Date October 31, 2020
9. Federal Funds (as applicable) «Amount»	Federal Agency: US Dept. of the Treasury	CFDA Number: 21.999	Indirect Rate (if applicable): «Indirect_Rate»
10. Tax ID # «TIN_Number»	11. SWV # «SWV_Number»	12. UBI # «UBI_Number»	13. DUNS # «DUNS_Number»
14. Contract Purpose To provide funds for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19) during the period of March 1, 2020 thru October 31, 2020. Final invoices must be received by November 15, 2020.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment “A” – Scope of Work, Attachment “B” – Budget & Invoicing, Attachment “C” – A-19 Certification, Attachment “D” – A-19 Activity Report			
FOR CONTRACTOR _____ «Sig_Auth_Whole_Name», «Sig_Authority_Title» _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director, Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 05-01-2020. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW.

2. ACKNOWLEDGMENT OF FEDERAL FUNDS

Funds under the Contract are made available and are subject to Section 601(a) of the Social Security Act, as amended by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), and Title V and VI of the CARES Act.

The Contractor agrees that any publications (written, visual, or sound) but excluding press releases, newsletters, and issue analyses, issued by the Contractor describing programs or projects funded in whole or in part with federal funds under this Contract, shall contain the following statements:

"This project was supported by a grant awarded by US Department of the Treasury. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the US Department of the Treasury. Grant funds are administered by the Local Government Coronavirus Relief Fund thru the Washington State Department of Commerce."

3. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

4. COMPENSATION

COMMERCE shall pay an amount not to exceed the contract amount listed on the Face Sheet for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work (Attachment A).

5. EXPENSES

Contractor shall receive reimbursement for allowable expenses as identified in the Scope of Work (Attachment A) or as authorized in advance by COMMERCE as reimbursable.

Travel expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.

6. INDIRECT COSTS

Contractor shall provide their indirect cost rate that has been negotiated between their entity and the federal government. If no such rate exists a *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) will be used.

7. BILLING PROCEDURES AND PAYMENT

COMMERCE shall reimburse the Contractor for eligible Project expenditures, up to the maximum payable under this Contract. When requesting reimbursement for expenditures made, Contractor shall submit all Invoice Vouchers and any required documentation electronically through COMMERCE's Contracts Management System (CMS), which is available through the Secure Access Washington (SAW) portal. If the Contractor has constraints preventing access to COMMERCE's online A-19 portal, a hard copy A-19 form may be provided by the COMMERCE Project Manager upon request.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
FEDERAL FUNDS**

The voucher must be certified by an official of the Contractor with authority to bind the Contractor. The final voucher shall be submitted to COMMERCE no later than November 15, 2020.

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, reimbursable expenditures as set forth under the Scope of Work (Attachment A) and Budget & Invoicing (Attachment B). The invoice shall include the Contract Number as stated on the Face Sheet.

Each voucher must be accompanied by an A-19 Certification (Attachment C) and A-19 Activity Report (Attachment D). The A-19 Certification must be certified by an authorized party of the Contractor to certify and attest all expenditures submitted on the voucher are in compliance with the United States Treasury Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

The A-19 Activity Report must be submitted which describes, in Excel spreadsheet and narrative form, a detailed breakdown of the expenditures within each applicable budget sub-category identified in the voucher, as well as a report of expenditures to date. COMMERCE will not release payment for any reimbursement request received unless and until the A-19 Certification and A-19 Activity Report is received. After approving the Invoice Voucher, A-19 Certification and Activity Report, COMMERCE shall promptly remit a warrant to the Contractor.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Should the Contractor be found to spent funds inconsistent with federal laws, rules, guidelines, or otherwise inappropriately, it is the responsibility of the Contractor to reimburse Commerce for any amount spent on disallowed costs.

8. AUDIT

Contractor shall maintain internal controls providing reasonable assurance it is managing federal awards in compliance with laws, regulations, and provisions of contracts or grant agreements that could have a material effect on each of its federal programs; and prepare appropriate financial statements, including a schedule of expenditures of federal awards.

If the Contractor is a subrecipient and expends \$750,000 or more in federal awards from any and/or all sources in any fiscal year, the Contractor shall procure and pay for a single audit or a program-specific audit for that fiscal year. Upon completion of each audit, the Contractor shall:

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- A. Submit to COMMERCE the reporting package specified in OMB Super Circular 2 CFR 200.501, reports required by the program-specific audit guide (if applicable), and a copy of any management letters issued by the auditor.
- B. Submit to COMMERCE follow-up and developed corrective action plans for all audit findings.

If the Contractor is a subrecipient and expends less than \$750,000 in federal awards from any and/or all sources in any fiscal year, the Contractor shall notify COMMERCE they did not meet the single audit requirement.

The Contractor shall send all single audit documentation to auditreview@commerce.wa.gov.

9. DEBARMENT

- A. Contractor, defined as the primary participant and its principals, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
 - ii. Have not within a three-year period preceding this Contract, 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 or private agreement or transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
 - iii. 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 federal Executive Order 12549; and
 - iv. Have not within a three-year period preceding the signing of this Contract had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Contractor is unable to certify to any of the statements in this Contract, the Contractor shall attach an explanation to this Contract.
- C. The Contractor agrees by signing this Contract that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by COMMERCE.
- D. The Contractor further agrees by signing this Contract that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

LOWER TIER COVERED TRANSACTIONS

- i. The lower tier Contractor certifies, by signing this Contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - ii. Where the lower tier Contractor is unable to certify to any of the statements in this Contract, such contractor shall attach an explanation to this Contract.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact COMMERCE for assistance in obtaining a copy of these regulations.

10. LAWS

The Contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, as now or hereafter amended, including, but not limited to:

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United States Laws, Regulations and Circulars (Federal)

Contractor shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Award, 2 CFR 200, Subpart F – Audit Requirements.

Contractor shall comply with the applicable requirements of 2 CFR Part 200, including any future amendments to 2 CFR Part 200, and any successor or replacement Office of Management and Budget (OMB) Circular or regulation.

Contractor shall comply with Omnibus Crime Control and Safe streets Act of 1968, Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, Title IX of the Education Amendments of 1972, The Age Discrimination Act of 1975, and The Department of Justice Non-Discrimination Regulations, 28 C.F.R. Part 42, Subparts C.D.E. and G, and 28 C.F.R. Part 35 and 39.

11. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget & Invoicing
- Attachment C – A-19 Certification
- Attachment D – A-19 Activity Report

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1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

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

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

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COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

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9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall maintain records that identify, in its accounts, all federal awards received and expended and the federal programs under which they were received, by Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, name of the federal agency, and name of the pass-through entity.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they

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relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. Contractor shall incorporate 2 CFR Part 200, Subpart F audit requirements into all subcontracts. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree

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with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

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21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

This funding is made available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") and Section V and VI of the CARES Act, for costs incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19). Under the CARES Act, the Coronavirus Relief Fund may be used to cover costs that:

1. **Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); AND**
2. **Are not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government.**

These funds may be used to reimburse for expenditures incurred during the period of March 1, 2020 thru Oct. 31, 2020. Please note: In order to ensure all funds have been fully utilized prior to the US Treasury's December 30, 2020 end date, the State of Washington must closeout contracts by October 31, 2020. All final requests for reimbursement must be received no later than November 15, 2020.

Expenditures must be used for necessary actions taken to respond to the public health emergency. These may include expenditures incurred to allow the local government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

Payments may be used only to cover costs not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either:

1. The cost cannot lawfully be funded using a line item, allotment, or allocation within that budget; OR
2. The cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget is the enacted budget for the relevant fiscal period for the particular government. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Allowable expenditures include, but are not limited to:

1. Medical expenses such as:
 - a. COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - b. Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - c. Costs of providing COVID-19 testing, including serological testing.
 - d. Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - e. Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:

- a. Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - b. Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - c. Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
 - d. Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - e. Expenses for public safety measures undertaken in response to COVID-19.
 - f. Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
 4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - a. Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - b. Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - c. Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - d. Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - e. COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - f. Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
 5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - a. Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - b. Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - c. Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
 6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Budget & Invoicing

The Contractor shall determine the appropriate budget and use of funds within the following 6 budget categories and their sub-categories:

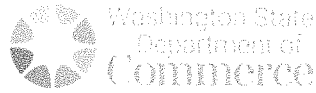
1. Medical
2. Public Health
3. Payroll
4. Actions to Comply with Public Health Measures
5. Economic Support
6. Other Covid-19 Expenses

The Contractor shall submit invoice reimbursement requests to the Commerce Representative using the Commerce Contract Management System's (CMS) Online A-19 Portal. Each reimbursement request must include:

1. A-19 Certification form – An authorized party of the local government will certify each invoice (A19) submitted for reimbursement and attest that all incurred expenditures meet the US Treasury Department's guidance: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
2. A-19 Activity Report
3. A detailed breakdown of the expenditures incurred within each applicable budget sub-category on the A-19 Activity Report.

The A-19 Certification and Activity Report templates will be provided with the executed contract. The documents are included in Attachment C and Attachment D for reference.

Receipts and proof of payment for costs incurred do not need to be submitted with A-19s. All contractors are required to maintain accounting records in accordance with state and federal laws. Records must be sufficient to demonstrate the funds have been used in accordance with section 601(d) of the Social Security Act. Commerce reserves the right to audit any costs submitted for reimbursement. The Contractor shall comply with Commerce A-19 audits and provide the appropriate records upon request.



LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION

I, **<FIRST, LAST NAME>**, am the **<TITLE>** of **<LOCAL GOVERNMENT>**, and I certify that:

1. I have the authority and approval from the governing body on behalf of the Local Government to request reimbursement from the Department of Commerce (Commerce) per contract number **<COMMERCE CONTRACT NUMBER>** from the allocation of the Coronavirus Relief Fund as created in section 5001 of H.R. 748, the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") for eligible expenditures included on the corresponding A-19 invoice voucher for report period **<REPORT PERIOD FROM A-19>**.
2. I understand that as additional federal guidance becomes available, a contract amendment to the agreement between Commerce and the Local Government may become necessary.
3. I understand Commerce will rely on this certification as a material representation in processing this reimbursement.
4. I certify the use of funds submitted for reimbursement from the Coronavirus Relief Funds under this contract were used only to cover those costs that:
 - a. Are *necessary expenditures* incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. ~~Were~~ not accounted for in the budget most recently approved as of March 27, 2020; and
 - c. Were incurred during the period that begins on March 1, 2020, and ends on October 31, 2020.
5. I understand the use of funds pursuant to this certification must adhere to official federal guidance issued or to be issued on what constitutes a necessary expenditure. We have reviewed the guidance established by U.S. Department of the Treasury¹ and certify costs meet the required guidance. Any funds expended by the Local Government or its subcontractor(s) in any manner that does not adhere to official federal guidance shall be returned to the State of Washington.

Footnote:

1 – Guidance available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf> (4/30/2020)

LOCAL GOVERNMENT CORONAVIRUS RELIEF FUNDS CERTIFICATION
Page 2 of 2

- 6. I understand the Local Government receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 *Retention requirements for records* of 2 CFR Part 200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Such documentation shall be produced to Commerce upon request and may be subject to audit by the State Auditor.

- 7. I understand any funds provided pursuant to this certification cannot be used as a revenue replacement for lower than expected tax or other revenue collections.

- 8. I understand funds received pursuant to this certification cannot be used for expenditures for which the Local Government has received any other emergency COVID-19 supplemental funding (whether state, federal or private in nature) for that same expense.

I certify that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

Printed Name

Title

Signature

Date:

CRF A-19 Activity Report
INSTRUCTIONS

INSTRUCTIONS:

A completed CRF A-19 Certification and Activity Report must be submitted with each A-19 reimbursement request. The A-19 Activity Report must be submitted as an Excel spreadsheet, not a PDF. You must also include a detailed breakdown of the individual expenditures reported in Column F for each applicable sub-category included on the A-19 Activity Report.

There are 6 primary budget categories;

1. Medical Expenses
2. Public Health Expenses
3. Payroll expenses for public employees dedicated to COVID-19
4. Expenses to facilitate compliance with COVID-19-measures
5. Economic Supports
6. Other COVID-19 Expenses

Each primary budget category includes sub-categories and provides an option to add "other" sub-categories not listed.

Follow the below instructions when completing the A-19 Activity Report:

- 1 **REPORT PERIOD** - *Enter* the report period into Cell D1 of the A-19 Activity Report.
 - a This should match the report period entered on the corresponding A-19.
 - b Report period should include MM/YY to MM/YYYY, i.e. 03/20, March 2020, 03/2020, etc.
- 2 **COLUMN E** - *Enter* the total amount of all previous reimbursement requests submitted to Commerce for each applicable sub-category.
- 3 **COLUMN F** - *Enter* the total amount being requested in the current reimbursement request for each applicable sub-category.
- 4 **COLUMN H: USE OF FUNDS** - You must include a general description of the use of the funds being requested for each applicable sub-category. Keep descriptions as concise as possible, but include adequate context to demonstrate how these funds helped address the COVID-19 emergency. If applicable, please consider:
 - a Providing a brief description of the specific activities performed.
 - b Identifying specific populations served.
 - c Identifying specific programs created or utilized.
 - d Including any known or intended outcomes, results, or community impacts.
- 5 **OTHER SUB-CATEGORIES** - Budget categories 1-5 include a placeholder to add an additional sub-category if necessary.
 - a *Enter* a **Title** for other expenses added within the appropriate budget category.
 - b *Enter* titles into Cells: D10, D19, D27, D36, and D41.
 - c There is only one "other" placeholder in each budget category section. Please combine multiple "other" sub-categories added to the same budget category.
- 6 **OTHER BUDGET CATEGORIES** - Budget category 6 is where you should include any eligible expenditures that don't fall under budget categories 1-5.
 - a *Enter* a **Title** for these "other" expenses within budget category 6.
 - b *Enter* titles into Cells D44 - D48.
 - c There are only 5 entry fields available within Budget Category 6.

Coronavirus Relief Fund
A-19 Activity Report

Report Period:

Eligible Expenditures	Previously Reported Expenditures	Current Expenditures this Invoice	Total Cumulative Expenditures	Brief Description of Use of Funds
1 Medical Expenses				
A. Public hospitals, clinics, and similar facilities	\$ -	\$ -	\$ -	
B. Temporary public medical facilities & increased capacity	\$ -	\$ -	\$ -	
C. COVID-19 testing, including serological testing	\$ -	\$ -	\$ -	
D. Emergency medical response expenses	\$ -	\$ -	\$ -	
E. Telemedicine capabilities	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
2 Public Health Expenses				
A. Communication and enforcement of public health measures	\$ -	\$ -	\$ -	
B. Medical and protective supplies, including sanitation and PPE	\$ -	\$ -	\$ -	
C. Disinfecting public areas and other facilities	\$ -	\$ -	\$ -	
D. Technical assistance on COVID-19 threat mitigation	\$ -	\$ -	\$ -	
E. Public safety measures undertaken	\$ -	\$ -	\$ -	
F. Quarantining individuals	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
3 Payroll expenses for public employees dedicated to COVID-19				
A. Public Safety	\$ -	\$ -	\$ -	
B. Public Health	\$ -	\$ -	\$ -	
C. Health Care	\$ -	\$ -	\$ -	
D. Human Services	\$ -	\$ -	\$ -	
E. Economic Development	\$ -	\$ -	\$ -	
F. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
4 Expenses to facilitate compliance with COVID-19-measures				
A. Food access and delivery to residents	\$ -	\$ -	\$ -	
B. Distance learning tied to school closings	\$ -	\$ -	\$ -	
C. Telework capabilities of public employees	\$ -	\$ -	\$ -	
D. Paid sick and paid family and medical leave to public employees	\$ -	\$ -	\$ -	
E. COVID-19-related expenses in county jails	\$ -	\$ -	\$ -	
F. Care and mitigation services for homeless populations	\$ -	\$ -	\$ -	
G. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
5 Economic Supports				
A. Small Business Grants for business interruptions	\$ -	\$ -	\$ -	
B. Payroll Support Programs	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
6 Other COVID-19 Expenses				
A. Other:	\$ -	\$ -	\$ -	
B. Other:	\$ -	\$ -	\$ -	
C. Other:	\$ -	\$ -	\$ -	
D. Other:	\$ -	\$ -	\$ -	
E. Other:	\$ -	\$ -	\$ -	
Sub-Total:	\$ -	\$ -	\$ -	
TOTAL:	\$ -	\$ -	\$ -	



City Council Communication

Meeting Date: June 08, 2020
From: Arlene Fisher, City Manager
Topic/Issue: 501c(3) Friends of the Library Organizational Chart

SYNOPSIS: To present the 501c(3) Friends of the Library Organizational Chart.

RECOMMENDATION: Information only.

LEGAL REVIEW: N/A

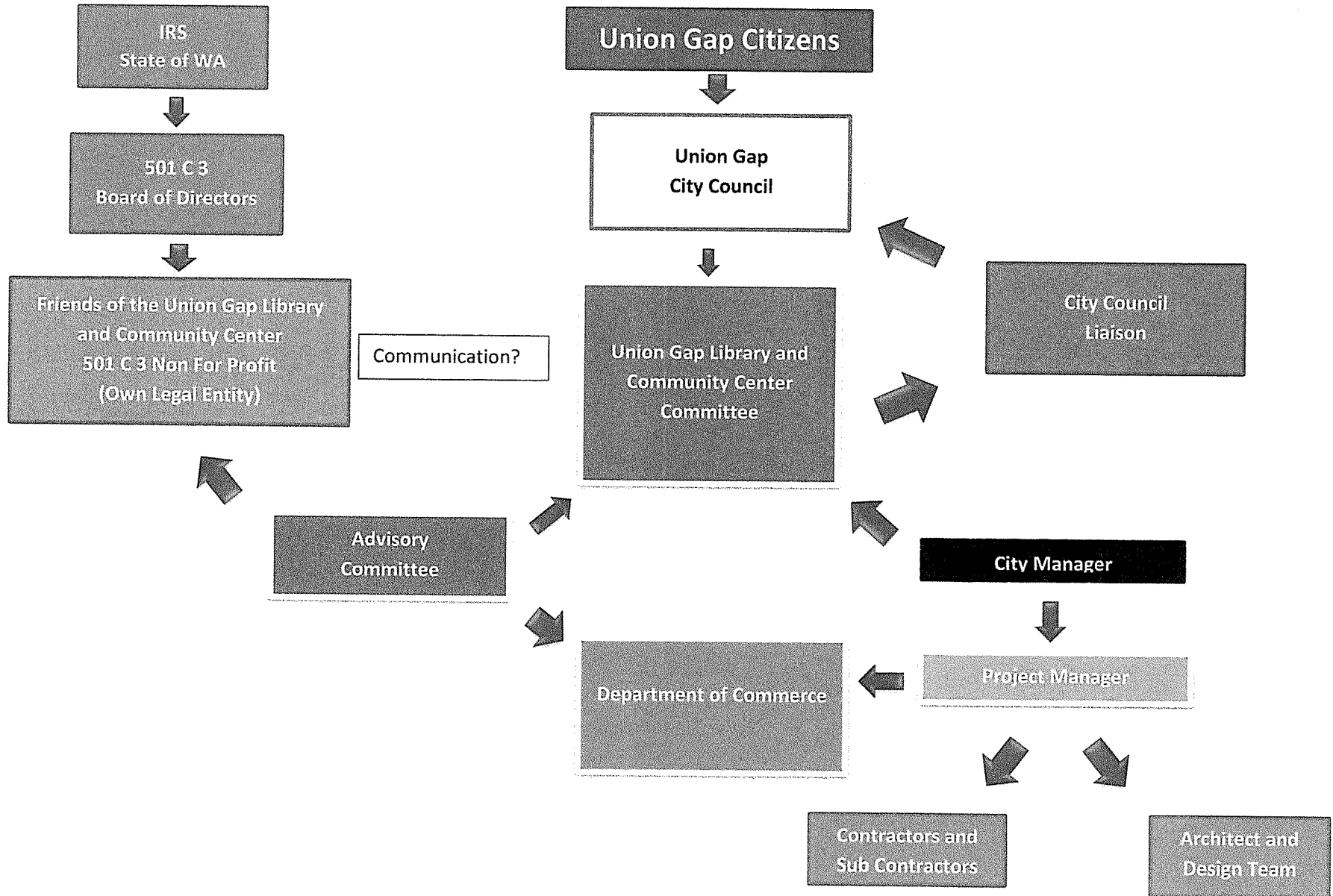
FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 501c(3) Friends of the Library Organizational Chart

Union Gap Library and Community Center Organizational Chart





City Council Communication

Meeting Date: June 8, 2020
From: Mayor Hodkinson
Topic/Issue: Ordinance – Repealing UGMC 2.19

SYNOPSIS: the City Council passed Ordinance 2946 in May of 2018 creating a library and community center advisory committee. The purpose of this committee was to advise council on matters regarding the development of a potential library and senior community center. This has happened and construction is underway on a library and senior community center in Union Gap. Therefore, the proposed ordinance is to repeal UGMC 2.19, which created the committee since its purposes have all been fulfilled.

RECOMMENDATION: Adopt an ordinance repealing UGMC 2.19 terminating the Library Committee.

LEGAL REVIEW: The City Attorney prepared the ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Ordinance

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE repealing Ordinance 2946 terminating the Library and Community Center Committee.

WHEREAS, the City Council passed Ordinance 2946 creating a Library and Community Center Committee on May 29, 2018;

WHEREAS, the purpose of the Library and Community Center committee was to “serve in an advisory capacity to the Union Gap City Council on matters regarding the development of a potential Library and Senior Community Center”.

WHEREAS, design and funding for Union Gap library has been completed and construction of the library is commencing

WHEREAS, the purposes of the library and senior community center committee have been fulfilled and completed and therefore there is no longer a need for the committee under its stated purposes; and

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

Section 1. Chapter 2.19 of the Union Gap Municipal Code is hereby repealed in its entirety:

~~2.19.010 Created.~~

~~There is hereby created an ad hoc advisory committee to be known as “The Library and Senior Community Center Committee of the City of Union Gap.”~~

~~2.19.020 Purpose and Scope.~~

~~The Library and Senior Community Center Committee shall serve in an advisory capacity to the Union Gap City Council on matters regarding the development of a potential Library and Senior Community Center.~~

~~2.19.030 . Duties and Responsibilities.~~

~~1. Explore different options for library and senior community center services and facilities in the City. Make recommendations to the City Council on potential options for library and senior community center services and facilities.~~

~~2. Explore funding resources for a library and community center services.~~

~~3. Advise the City Council on potential costs to operate a library and community center. Also advise the City Council on potential capital costs to purchase or build facilities to house a library and community center.~~

~~4. The Committee shall perform such other duties and provide such additional advice and assistance to the city council as the city council may request or direct.~~

~~2.19.040 Membership.~~

~~There shall be seven Regular members of the Library and Senior Community Center Committee including one youth-at-large member.~~

~~A. At least four of the Regular members shall be residents of the City. The other members shall own or operate business entities located within the City of Union Gap. One of the members must be a member of the Union Gap City Council.~~

~~B. The youth-at-large member shall be a junior high or high school student and a resident of the City.~~

~~2.19.050 Appointment.~~

~~The members of the Library and Senior Center Committee Board shall be appointed by the City Manager subject to confirmation by the City Council.~~

~~A. Consideration will be given toward maintaining an equitable balance of community representation.~~

~~B. Multiple members from the same family or household shall not be appointed to the Library and Community Center Committee in order to avoid the reality or appearance of improper influence or favoritism.~~

~~C. Members of Council Members' families or households shall not be appointed to the Library Advisory Board in order to avoid the appearance of favoritism and to increase community representation.~~

~~2.19.060 Term of Committee.~~

~~A. Library and Senior Community Center Committee term shall be for a term of three years. If a Regular member of the Library and Senior Community Center Committee shall be absent, without prior notification and excuse, from three consecutive, regularly scheduled meetings of the committee meeting, the Chairperson of the Library and Senior Community Center~~

~~Committee may declare the position held by that member vacant and a new member may be appointed in the manner set forth in UGMC 2.19.050.~~

~~B. The youth-at-large position shall be appointed for a one-year term, renewable upon request by the member for an additional one-year term. The request must be submitted to the City Manager prior to the end of the term of appointment. The City Manager shall take action on the request pursuant to UGMC 2.19.050.~~

~~2.19.070 Rules of procedure.~~

~~The Library and Senior Community Center Committee shall elect its own Chairperson and may create and fill such other offices as may be determined to be required. Only Regular Board members shall be eligible to hold the positions of such offices. A majority of the Regular membership of the Library and Senior Community Center Committee shall constitute a quorum for the transaction of business. Any action taken by a majority of the members present, when those present constitute a quorum, at any meeting of the Committee shall be deemed to be the action of the Committee. The Library and Senior Community Center Committee is authorized to adopt rules of procedure for the conduct of its business.~~

~~2.19.080 Compensation.~~

~~The members of the Library and Senior Community Center Committee shall serve without compensation. The City Council may appropriate funds within the budget of an appropriate City Department to provide for staff support and supplies for use of the Library and Senior Community Center Committee, as approved by the Department Director. The City Manager shall provide to the Library and Senior Community Center Committee adequate space and facilities and necessary supplies to facilitate the official business of the Committee.~~

~~2.19.090 Meetings.~~

~~The Library and Senior Community Center Committee shall hold such meetings as may be deemed to be necessary for the completion of its responsibilities.~~

~~2.19.100 Reports to the City Council.~~

~~The Library and Senior Community Center Committee may make such verbal or written reports and recommendations to the City Council as may be deemed advisable but shall, at a minimum, report annually to the Council as to the status of future Library and Senior Community Center services and facilities being made available to the residents of the City.~~

SECTION 2. This ordinance shall become effective five (5) days after its passage and publication as required by law.

Ordained BY THE CITY COUNCIL this 8th day of June, 2020.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Bronson Brown, City Attorney

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
May 26, 2020, Regular Meeting
MINUTES

<u>Call to Order</u>	Mayor Hodkinson called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Murr, Wentz, Galloway, Hansen, Schilling, and Dailey were present telephonically.
<u>Staff Present</u>	City Manager Fisher, Civil Engineer Dominguez, and Finance and Administration Director Clifton were present. Public Works and Community Development Director Henne and City Attorney Brown were present telephonically.
<u>Audience Present</u>	See attached list.
<u>Consent Agenda</u>	<p>Motion by Council Member Wentz, second by Council Member Murr to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes dated May 11, 2020 as attached to the Agenda and maintained in electronic format.</p> <p>Claims Vouchers – EFT’s, and Voucher Nos. 101245 through 101315 for May 26, 2020, in the amount of \$499,580.27.</p> <p>USDA Loan Vouchers – EFT’s, for April, 2020, in the amount of \$114,307.00.</p> <p>Council Member Schilling questioned Voucher No. 101280. City Manager Fisher replied that she is working with Ken Harper with Menke Jackson Beyer, LLP in regards to the project in question.</p> <p>Motion carried unanimously.</p>
<u>Items from the Audience</u>	None.
<u>General Items</u>	
<u>Public Works & Community Development</u>	
Resolution No. – 20-23 – Selection of Engineering	Motion by Council Member Wentz, second by Council Member

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – May 26, 2020

Services – South 10th Avenue
Bridge Replacement Project

Galloway to approve Resolution No. – 20-23 – authorizing the City Manager to negotiate a Professional Services Agreement with JUB Engineers, Inc. for Engineering Services for the South 10th Avenue Bridge Replacement Project.

Council Member Hansen inquired if the City had Budgeted for the project. Civil Engineer Dominquez responded that it was. Council Member Schilling asked if anyone was related to this firm that should recuse themselves. Council Members replied no.

Motion carried unanimously.

Resolution No. – 20-24 – Set
Public Hearing – Six Year
Transportation Improvement
Program

Motion by Council Member Murr, second by Council Member Wentz to approve Resolution No. – 20-24 – setting a public hearing to consider the Six-Year (2021-2026) Transportation Improvement Plan.

Council Member Schilling inquired if the Public Hearing should be moved due to the Covid-19 Pandemic. City Manager Fisher stated that two Public Hearings have already been held despite the pandemic.

Motion carried unanimously.

Items from the Audience

Mark Crochet stated that there is a committee oversight meeting scheduled for tomorrow, May 27, 2020 at 2:00 p.m.

City Manager Report

City Manager Fisher stated that we are doing inspections for the Harrah School Project; The Rock Avenue Project starts Thursday; The Main Street Project starts June 1st and will last all summer. The road will be all torn up and staff is requesting that WA. State Dept. of Transportation close the I-82 exit onto Main Street to reduce traffic; The 2020 Budget book is finished and in Councils interoffice mail boxes, however the budget will be much different now, due to COVID-19; A traffic accident occurred involving a Public Works employee and a man on a motorcycle, who is in the hospital. It had been established that the City employee was not at fault.

Communications/Questions/
Comments

Council Member Murr thanked staff for their hard work; Council Member Hansen made a motion to include a member of the community with project managers, (City Manager Fisher and Public Works and Community Development Director Henne) and stated that there needs to be representation from the citizens. Second by Council Member Schilling. Mayor Hodkinson stated that there is a citizen involved, Georgia R. Schilling stated that she does not represent the citizens, she represents the Library. Mayor Hodkinson stated that the Architect's plan has already been approved by the Council and there is no need to

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – May 26, 2020

Development of Next Agenda vote on this, the job is done.
None.

Adjournment of Meeting
Mayor Hodkinson adjourned the meeting at 6:23 p.m.

Arlene Fisher-Maurer, City Manager

ATTEST:

Karen Clifton, City Clerk

CITY OF UNION GAP ^{telephonic}
REGULAR UNION GAP COUNCIL MEETING

SIGN IN SHEET

6:00 P.M. - May 26, 2020

NAME (Please Print)

(Date)

ADDRESS

Telephonic

Aaron Markham
Mark Crochet
Dennis Henne
Bronson Brown

in
chambers

John Hodgkinson
David Dominguez
Arlene Fisher
Karen Clifton



City Council Communication

Meeting Date: June 8, 2020
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers –June 8, 2020

SYNOPSIS: Claim Vouchers Dated June 8, 2020

RECOMMENDATION: Request Council to approve EFTs and Voucher No. 101316 through 101357, in the amount of \$252,899.71.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

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

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

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

Time: 11:12:48 Date: 06/03/2020

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3096	05/14/2020	Claims	2	EFT	US BANK - CHECKING	168.85	ANALYSIS FEE - 04/2020
3101	06/08/2020	Claims	2	EFT	XPRESS BILL PAY	448.64	ONLINE PAYMENTS FEE - 05/2020
3108	06/01/2020	Claims	2	EFT	MERCHANT SERVICES	644.19	CREDIT CARD PAYMENTS FEE - 05/2020
3121	06/08/2020	Claims	2	EFT	US BANK CARDMEMBER SVC	4,085.25	POLICE VEHICLE EQUIPMENT; PRISONER TRANSPORT; LYSOL DISINFECTING WIPES & ADVIL(WELLNESS); #7208 ORBIT PULSE SPRINKLERS; FAST ACTING CERAMIC CARTRIDGE FUSE; MICROSOFT 365 - 04/19 - 05/18/20; MEMO BOOK
3127	06/08/2020	Claims	2	EFT	CENTURY LINK	945.82	PW WORKS - 05/2020; PUBLIC WORKS T1-05/2020; CIVIC CENTER TRUNK
3128	06/08/2020	Claims	2	EFT	OFFICE DEPOT-CITY HALL	704.19	2020 BUDGET BOOKS; IPAD CHARGER; POLY FILE PCKT; INK CTG'S
3129	06/08/2020	Claims	2	EFT	OFFICE DEPOT-PD	7.50	LAMINATING CARD POUCHES
3061	05/29/2020	Claims	2	101316	UNITED STATES POSTMASTER	601.20	2020 SUMMER NEWSLETTER
3130	06/08/2020	Claims	2	101317	AMERIFUEL	2,638.60	FUEL MAY 1-15 2020; FUEL MAY 16-31 2020
3131	06/08/2020	Claims	2	101318	AT&T MOBILITY	245.92	PHONES/MODEMS-04/2020
3132	06/08/2020	Claims	2	101319	BASIN DISPOSAL OF YAKIMA LLC	86,128.30	GA/RCY - 05/2020
3133	06/08/2020	Claims	2	101320	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY-05/2020
3134	06/08/2020	Claims	2	101321	CANON FINACIAL SERVICES	186.28	COPIER CONTRACT MAY 2020
3135	06/08/2020	Claims	2	101322	CAREY MOTORS	510.14	LOF DELP/INSPECT & DIAGNOSE AC ISSUE, EVAC AND RECHARGE LINES, REPOARID LEAD VEH 24
3136	06/08/2020	Claims	2	101323	CASCADE ENGINEERING SERVICES INC	1,710.00	RADAR CALIBRATION 2020
3137	06/08/2020	Claims	2	101324	CI SHRED	175.92	SHRED SERVICES APRIL 2020
3138	06/08/2020	Claims	2	101325	CINTAS CORP #605	64.71	CIVIC CENTER & PD MAT SVC - 05/22/2020
3139	06/08/2020	Claims	2	101326	CLASSIC PRINTING INC	341.00	WINDOW TINT ENVELOPES & CREDIT/DEBIT CARD SALES SLIPS
3140	06/08/2020	Claims	2	101327	COLONIAL LAWN & GARDEN, INC.	1,052.70	CIVIC CENTER LAWN SVC-05/2020 & SPRINKLER ADD'L PARTS & LABOR
3141	06/08/2020	Claims	2	101328	COPIERS NORTHWEST	175.58	COPIER CONTRACT 4/24-5/23 2020
3142	06/08/2020	Claims	2	101329	DAY WIRELESS	7,303.34	TRANSPORT MILITARY SWAT VEHICLE/REMOVED CABLING, INSTALLED LIGHTS/SIREN/TWO WAY RADIO, INSTALLED HARDWARE
3143	06/08/2020	Claims	2	101330	KOREEN DOLENE DOWNS	38.45	Refund Utility Deposit
3144	06/08/2020	Claims	2	101331	FEDEX	84.52	AMERI FUEL CHECK & BRONSON DOCUMENTS
3145	06/08/2020	Claims	2	101332	ROSEMARY GONZALES	300.00	BARN DEPOSIT REFUND
3146	06/08/2020	Claims	2	101333	SEBASTIAN GONZALEZ	26.08	Refund Utility Deposit
3147	06/08/2020	Claims	2	101334	GRANT J HUNT CO	3,750.00	DESIGN & MARKETING-05/2020

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

Time: 11:12:48 Date: 06/03/2020

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

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3148	06/08/2020	Claims	2	101335	ANGLICA GUZMAN	28.26	Refund Utility Deposit
3149	06/08/2020	Claims	2	101336	JOEL'S TIRE	749.22	NEW TIRES DELP
3150	06/08/2020	Claims	2	101337	JONDERFIN, LLC	1,762.50	2020 UNION GAP BUDGET REPORT/2020 SUMMER NEWSLETTER
3151	06/08/2020	Claims	2	101338	LYNN PEAVEY COMPANY	77.90	EVIDENCE TAPE FOR VEHICLES
3152	06/08/2020	Claims	2	101339	LIZETH MARTINEZ	300.00	DEPOSIT REFUND
3153	06/08/2020	Claims	2	101340	MEDSTAR CABULANCE,	66,884.54	DIAL A RIDE/FIXED ROUTE-05/2020
3154	06/08/2020	Claims	2	101341	OFFICE SOLUTIONS NORTHWEST	642.87	GEL PENS; PERFCTED PAPER; COPY PAPER-05/28/2020 & INK CTG; CLOROX WIPES & DISINFECTANT SPRAY-COVID-19
3155	06/08/2020	Claims	2	101342	ONE CALL CONCEPTS INC	41.73	UTILITY LOCATES-05/2020
3156	06/08/2020	Claims	2	101343	QUADIEN FINANCE USA, INC.	1,000.00	POSTAGE-04/2020
3157	06/08/2020	Claims	2	101344	REPUBLIC PUBLISHING CO	390.36	SUMMARY OF ORD# 2988; GO TO MEETING - LTAC NTC
3158	06/08/2020	Claims	2	101345	THE PRINT GUYS INC.	1,686.60	2020 SUMMER NEWSLETTER
3159	06/08/2020	Claims	2	101346	TRUE LAW GROUP, PS	660.00	PUBLIC DEFENDER
3160	06/08/2020	Claims	2	101347	UNION GAP SCHOOL DISTRICT NO. 2	358.98	STEM PROGRAM REIMBURSEMENT-04/2020
3161	06/08/2020	Claims	2	101348	UNION GAP WATER FUND & SEWER	9,373.48	4401 MAIN STREET-05/2020; CIVIC CENTER & FIRE DEPT. - 05/2020; PARKS-05/2020; STREETS-05/2020
3162	06/08/2020	Claims	2	101349	UNUM LIFE INSURANCE	111.30	LEOFF I LONG TERM CARE -06/2020
3163	06/08/2020	Claims	2	101350	VERIZON WIRELESS - CH #742100945-0001	488.59	CH - 05/2020
3164	06/08/2020	Claims	2	101351	VERIZON WIRELESS - PD2#672326319	600.25	MODEMS 5/14/20 - 6/13/20
3165	06/08/2020	Claims	2	101352	VERIZON WIRELESS - PW #542075407	274.76	PW CELL SERVICE - 05/2020
3166	06/08/2020	Claims	2	101353	WA STATE DEPT OF LICENSING	144.00	CPLS APRIL 2020
3167	06/08/2020	Claims	2	101354	WA STATE TREASURER	11,525.73	CJRS -04/2020
3168	06/08/2020	Claims	2	101355	WELLS FARGO VENDOR FIN SERV	944.88	TASKALFA LEASE-05/2020
3169	06/08/2020	Claims	2	101356	BARRY M WOODARD	12,730.00	PUBLIC DEFENDER-05/2020
3170	06/08/2020	Claims	2	101357	YAKIMA CO DISTRICT COURT	22,107.75	MUNICIPAL COURT OPERATIONS-04/2020; PROBATION SVC-SUPERVISOR 1ST QTR 2020
3171	06/08/2020	Claims	2	101358	YAKIMA CO TREAS PROSECUTING	178.83	CVC-04/2020
						000	92.79
						001 Current Expense Fund	78,927.15
						101 Street Fund	2,100.88
						107 Convention Center Reserve Fund	3,750.00
						108 Tourism Promotion Area Fund	332.33
						123 Criminal Justice Fund	10,664.37
						128 Transit System Fund	66,884.54
						131 Drug Seizure Forfeiture Fund	288.47
						133 Marijuana Excise Tax Fund	358.98
						304 VMB Improvement Fund	56.12
						401 Water Fund	761.15

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 11:12:48 Date: 06/03/2020

MCAG #: 0853

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

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		402	Garbage Fund			86,868.60	
		403	Sewer Fund			1,814.33	
						<u>252,899.71</u>	Claims: 252,899.71

WARRANT/CHECK REGISTER

CITY OF UNION GAP
MCAG #: 0853

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

Time: 11:13:05 Date: 06/03/2020

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3096	05/14/2020	Claims	2	EFT	US BANK - CHECKING	168.85	ANALYSIS FEE - 04/2020
					001 - 514 23 49 00 - MISCELLANEOUS	168.85	
3101	06/08/2020	Claims	2	EFT	XPRESS BILL PAY	448.64	ONLINE PAYMENTS FEE - 05/2020
					401 - 534 50 49 00 - MISCELLANEOUS	149.55	
					403 - 535 50 49 00 - MISCELLANEOUS	149.55	
					402 - 537 50 49 00 - MISCELLANEOUS	149.54	
3108	06/01/2020	Claims	2	EFT	MERCHANT SERVICES	644.19	CREDIT CARD PAYMENTS FEE - 05/2020
					401 - 534 50 49 00 - MISCELLANEOUS	214.73	
					403 - 535 50 49 00 - MISCELLANEOUS	214.73	
					402 - 537 50 49 00 - MISCELLANEOUS	214.73	
3121	06/08/2020	Claims	2	EFT	US BANK CARDMEMBER SVC	4,085.25	POLICE VEHICLE EQUIPMENT; PRISONER TRANSPORT; LYSOL DISINFECTING WIPES & ADVIL(WELLNESS); #7208 ORBIT PULSE SPRINKLERS; FAST ACTING CERAMIC CARTRIDGE FUSE; MICROSOFT 365 - 04/19 - 05/18/20; MEMO BOOK
					001 - 511 60 49 00 - MISCELLANEOUS	8.94	
					001 - 517 91 31 00 - SUPPLIES	9.74	
					001 - 521 21 31 00 - INVESTIGATION SUPPLIES	91.97	
					001 - 521 21 43 00 - INVESTIGATION TRAVEL	11.64	
					001 - 521 22 31 00 - PATROL SUPPLIES	140.10	
					131 - 521 30 21 31 - UNIFORMS & EQUIPMENT	288.47	
					001 - 521 50 31 00 - PD FACILITIES SUPPLIES	15.22	
					001 - 521 50 31 00 - PD FACILITIES SUPPLIES	79.54	
					403 - 535 50 31 00 - SUPPLIES	22.48	
					123 - 594 21 64 23 - MACHINERY & EQUIPMEN	3,361.03	
					304 - 595 30 65 02 - VMB - CONSTRUCTION	56.12	
3127	06/08/2020	Claims	2	EFT	CENTURY LINK	945.82	PW WORKS - 05/2020; PUBLIC WORKS T1-05/2020; CIVIC CENTER TRUNK SVC-05/2020
					001 - 518 20 42 00 - COMMUNICATION	612.94	
					401 - 534 50 42 00 - COMMUNICATION	31.30	
					401 - 534 50 42 00 - COMMUNICATION	51.92	
					403 - 535 50 42 00 - COMMUNICATION	31.30	
					403 - 535 50 42 00 - COMMUNICATION	51.92	
					402 - 537 50 42 00 - COMMUNICATION	31.30	
					402 - 537 50 42 00 - COMMUNICATION	51.92	
					101 - 543 30 42 00 - COMMUNICATION	31.29	
					101 - 543 30 42 00 - COMMUNICATION	51.93	
3128	06/08/2020	Claims	2	EFT	OFFICE DEPOT-CITY HALL	704.19	2020 BUDGET BOOKS; IPAD CHARGER; POLY FILE PCKT; INK CTG'S
					001 - 511 60 31 01 - SUPPLIES	32.48	
					001 - 513 10 31 00 - SUPPLIES	20.94	
					001 - 514 23 31 00 - SUPPLIES	544.24	
					001 - 514 23 31 00 - SUPPLIES	22.72	
					001 - 514 23 31 00 - SUPPLIES	52.38	
					001 - 514 30 31 00 - SUPPLIES	31.43	
3129	06/08/2020	Claims	2	EFT	OFFICE DEPOT-PD	7.50	LAMINATING CARD POUCHES
					001 - 521 10 31 01 - PD CLERICAL SUPPLIES	7.50	
3061	05/29/2020	Claims	2	101316	UNITED STATES POSTMASTER	601.20	2020 SUMMER NEWSLETTER
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	601.20	
3130	06/08/2020	Claims	2	101317	AMERIFUEL	2,638.60	FUEL MAY 1-15 2020; FUEL MAY 16-31 2020

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			001 - 521 10 32 00		- PD ADMIN FUEL	169.73	
			001 - 521 10 32 00		- PD ADMIN FUEL	78.49	
			001 - 521 21 32 00		- INVESTIGATION FUEL	79.46	
			001 - 521 21 32 00		- INVESTIGATION FUEL	92.91	
			001 - 521 21 32 01		- LEAD TASK FORCE - FUEL	26.23	
			001 - 521 21 32 01		- LEAD TASK FORCE - FUEL	131.14	
			001 - 521 22 32 00		- PATROL FUEL	899.54	
			001 - 521 22 32 00		- PATROL FUEL	1,128.09	
			001 - 554 30 32 00		- FUEL - ANIMAL CONTROL	33.01	
3131	06/08/2020	Claims	2	101318	AT&T MOBILITY	245.92	PHONES/MODEMS-04/2020
			001 - 521 10 42 01		- PD CLERICAL COMMUNIC.	245.92	
3132	06/08/2020	Claims	2	101319	BASIN DISPOSAL OF YAKIMA LLC	86,128.30	GA/RCY - 05/2020
			402 - 537 60 49 00		- CONTRACTED SERVICES	86,128.30	
3133	06/08/2020	Claims	2	101320	BELL, BROWN & RIO	7,500.00	CITY ATTORNEY-05/2020
			001 - 515 31 41 01		- LEGAL SERVICES-CIVIL - C	7,500.00	
3134	06/08/2020	Claims	2	101321	CANON FINACIAL SERVICES	186.28	COPIER CONTRACT MAY 2020
			001 - 521 10 45 01		- PD CLERICAL RENTALS &	186.28	
3135	06/08/2020	Claims	2	101322	CAREY MOTORS	510.14	LOF DELP/INSPECT & DIAGNOSE AC ISSUE, EVAC AND RECHARGE LINES, REPOARID LEAD VEH 24
			001 - 521 21 48 00		- INVESTIGATION REPAIRS .	476.52	
			001 - 521 21 48 01		- LEAD REPAIRS & MAINT	33.62	
3136	06/08/2020	Claims	2	101323	CASCADE ENGINEERING SERVICES INC	1,710.00	RADAR CALIBRATION 2020
			001 - 521 22 48 00		- PATROL REPAIRS & MAINT.	1,710.00	
3137	06/08/2020	Claims	2	101324	CI SHRED	175.92	SHRED SERVICES APRIL 2020
			001 - 521 50 41 00		- PD FACILITIES PROFESSIO	175.92	
3138	06/08/2020	Claims	2	101325	CINTAS CORP #605	64.71	CIVIC CENTER & PD MAT SVC - 05/22/2020
			001 - 518 31 45 00		- OPERATING RENTALS & LJ	28.12	
			001 - 521 50 45 00		- PD FACILITIES OPERATION	36.59	
3139	06/08/2020	Claims	2	101326	CLASSIC PRINTING INC	341.00	WINDOW TINT ENVELOPES & CREDIT/DEBIT CARD SALES SLIPS
			001 - 513 10 31 00		- SUPPLIES	23.17	
			001 - 514 23 31 00		- SUPPLIES	23.17	
			001 - 514 30 31 00		- SUPPLIES	132.50	
			001 - 524 20 31 00		- SUPPLIES	23.16	
			401 - 534 50 31 00		- SUPPLIES	23.17	
			403 - 535 50 31 00		- SUPPLIES	23.16	
			402 - 537 50 31 00		- SUPPLIES	23.17	
			101 - 542 30 31 00		- SUPPLIES	23.17	
			001 - 558 60 31 00		- SUPPLIES	23.17	
			001 - 576 80 31 00		- SUPPLIES	23.16	
3140	06/08/2020	Claims	2	101327	COLONIAL LAWN & GARDEN, INC.	1,052.70	CIVIC CENTER LAWN SVC-05/2020 & SPRINKLER ADD'L PARTS & LABOR
			001 - 518 20 31 00		- SUPPLIES	28.08	
			001 - 518 20 48 00		- REPAIRS & MAINTENANCE	1,024.62	
3141	06/08/2020	Claims	2	101328	COPIERS NORTHWEST	175.58	COPIER CONTRACT 4/24-5/23 2020
			001 - 521 10 45 01		- PD CLERICAL RENTALS &	175.58	

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3142	06/08/2020	Claims	2	101329	DAY WIRELESS	7,303.34	TRANSPORT MILITARY SWAT VEHICLE/REMOVED CABLING, INSTALLED LIGHTS/SIREN/TWO WAY RADIO, INSTALLED HARDWARE
					123 - 594 21 64 23 - MACHINERY & EQUIPMEN	7,303.34	
3143	06/08/2020	Claims	2	101330	KOREEN DOLENE DOWNS	38.45	Refund Utility Deposit
					000 - -	38.45	Refund Utility Deposit
3144	06/08/2020	Claims	2	101331	FEDEX	84.52	AMERI FUEL CHECK & BRONSON DOCUMENTS
					001 - 513 10 42 01 - COMMUNICATION	9.44	
					001 - 521 10 42 00 - PD ADMIN COMMUNICATI	75.08	
3145	06/08/2020	Claims	2	101332	ROSEMARY GONZALES	300.00	BARN DEPOSIT REFUND
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	300.00	
3146	06/08/2020	Claims	2	101333	SEBASTIAN GONZALEZ	26.08	Refund Utility Deposit
					000 - -	26.08	Refund Utility Deposit
3147	06/08/2020	Claims	2	101334	GRANT J HUNT CO	3,750.00	DESIGN & MARKETING-05/2020
					107 - 557 30 41 01 - PROF SERVICES-GRANT J H	3,750.00	
3148	06/08/2020	Claims	2	101335	ANGLICA GUZMAN	28.26	Refund Utility Deposit
					000 - -	28.26	Refund Utility Deposit
3149	06/08/2020	Claims	2	101336	JOEL'S TIRE	749.22	NEW TIRES DELP
					001 - 521 21 48 01 - LEAD REPAIRS & MAINT	749.22	
3150	06/08/2020	Claims	2	101337	JONDERFIN, LLC	1,762.50	2020 UNION GAP BUDGET REPORT/2020 SUMMER NEWSLETTER
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	375.00	
					001 - 514 23 41 00 - PROFESSIONAL SERVICES	1,387.50	
3151	06/08/2020	Claims	2	101338	LYNN PEAVEY COMPANY	77.90	EVIDENCE TAPE FOR VEHICLES
					001 - 521 22 31 00 - PATROL SUPPLIES	77.90	
3152	06/08/2020	Claims	2	101339	LIZETH MARTINEZ	300.00	DEPOSIT REFUND
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	300.00	
3153	06/08/2020	Claims	2	101340	MEDSTAR CABULANCE, INC.	66,884.54	DIAL A RIDE/FIXED ROUTE-05/2020
					128 - 547 60 49 00 - TRANSIT SERVICE PAYME	66,884.54	
3154	06/08/2020	Claims	2	101341	OFFICE SOLUTIONS NORTHWEST	642.87	GEL PENS; PERFTED PAPER; COPY PAPER-05/28/2020 & INK CTG; CLOROX WIPES & DISINFECTANT SPRAY-COVID-19
					001 - 511 60 31 01 - SUPPLIES	1.92	
					001 - 513 10 31 00 - SUPPLIES	3.48	
					001 - 513 10 31 00 - SUPPLIES	22.63	
					001 - 514 23 31 00 - SUPPLIES	17.63	
					001 - 514 23 31 00 - SUPPLIES	22.63	
					001 - 514 30 31 00 - SUPPLIES	25.14	
					001 - 514 30 31 00 - SUPPLIES	22.63	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	0.01	
					001 - 521 22 31 00 - PATROL SUPPLIES	226.38	
					001 - 524 20 31 00 - SUPPLIES	12.00	
					001 - 524 20 31 00 - SUPPLIES	22.64	
					401 - 534 50 31 00 - SUPPLIES	3.44	
					401 - 534 50 31 00 - SUPPLIES	19.83	
					401 - 534 50 31 00 - SUPPLIES	17.75	
					401 - 534 50 31 00 - SUPPLIES	22.64	

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		403 - 535 50 31 00 - SUPPLIES			3.44	
		403 - 535 50 31 00 - SUPPLIES			19.83	
		403 - 535 50 31 00 - SUPPLIES			17.75	
		403 - 535 50 31 00 - SUPPLIES			22.64	
		402 - 537 50 31 00 - SUPPLIES			3.44	
		402 - 537 50 31 00 - SUPPLIES			19.84	
		402 - 537 50 31 00 - SUPPLIES			17.76	
		402 - 537 50 31 00 - SUPPLIES			22.64	
		101 - 542 30 31 00 - SUPPLIES			3.43	
		101 - 542 30 31 00 - SUPPLIES			22.64	
		001 - 558 60 31 00 - SUPPLIES			22.64	
		001 - 576 80 31 00 - SUPPLIES			3.43	
		001 - 576 80 31 00 - SUPPLIES			22.64	
3155	06/08/2020	Claims	2	101342 ONE CALL CONCEPTS INC		41.73 UTILITY LOCATES-05/2020
		401 - 534 50 41 00 - PROFESSIONAL SERVICES			20.87	
		403 - 535 50 41 00 - PROFESSIONAL SERVICES			20.86	
3156	06/08/2020	Claims	2	101343 QUADIENT FINANCE USA, INC.		1,000.00 POSTAGE-04/2020
		001 - 511 60 42 01 - COMMUNICATION			210.16	
		001 - 514 23 42 00 - COMMUNICATIONS			127.31	
		001 - 514 30 42 00 - COMMUNICATIONS			196.50	
		001 - 521 10 42 00 - PD ADMIN COMMUNICATI			18.91	
		001 - 524 20 42 00 - COMMUNICATION			62.42	
		401 - 534 50 42 00 - COMMUNICATION			128.23	
		403 - 535 50 42 00 - COMMUNICATION			128.23	
		402 - 537 50 42 00 - COMMUNICATION			128.24	
3157	06/08/2020	Claims	2	101344 REPUBLIC PUBLISHING CO		390.36 SUMMARY OF ORD# 2988; GO TO MEETING - LTAC NTC
		001 - 511 60 44 00 - OFFICIAL PUBLICATIONS			58.03	
		108 - 557 30 44 08 - YAK VALLEY TOURISM-AI			332.33	
3158	06/08/2020	Claims	2	101345 THE PRINT GUYS INC.		1,686.60 2020 SUMMER NEWSLETTER
		001 - 511 60 41 01 - PROFESSIONAL SERVICES			1,686.60	
3159	06/08/2020	Claims	2	101346 TRUE LAW GROUP, PS		660.00 PUBLIC DEFENDER
		001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC			660.00	
3160	06/08/2020	Claims	2	101347 UNION GAP SCHOOL DISTRICT NO. 2		358.98 STEM PROGRAM REIMBURSEMENT-04/2020
		133 - 571 22 41 33 - SUMMER YOUTH - PROF S'			358.98	
3161	06/08/2020	Claims	2	101348 UNION GAP WATER FUND & SEWER		9,373.48 4401 MAIN STREET-05/2020; CIVIC CENTER & FIRE DEPT. - 05/2020; PARKS-05/2020; STREETS-05/2020
		001 - 518 20 47 00 - UTILITIES/CIVIC CAMPUS			955.21	
		001 - 522 50 47 00 - FD FACILITIES - UTILITIES			240.86	
		403 - 535 50 47 00 - UTILITIES			1,030.72	
		101 - 543 30 47 00 - UTILITIES			1,913.47	
		001 - 576 80 47 00 - UTILITIES			5,233.22	
3162	06/08/2020	Claims	2	101349 UNUM LIFE INSURANCE		111.30 LEOFF 1 LONG TERM CARE -06/2020
		001 - 521 10 22 00 - LEOFF 1 BENEFITS			111.30	
3163	06/08/2020	Claims	2	101350 VERIZON WIRELESS - CH #742100945-0001		488.59 CH - 05/2020
		001 - 511 60 42 01 - COMMUNICATION			382.24	
		001 - 513 10 42 01 - COMMUNICATION			56.17	
		001 - 514 23 42 00 - COMMUNICATIONS			25.09	
		001 - 514 30 42 00 - COMMUNICATIONS			25.09	

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3164	06/08/2020	Claims	2	101351	VERIZON WIRELESS - PD2#672326319	600.25	MODEMS 5/14/20 - 6/13/20
					001 - 521 10 42 01 - PD CLERICAL COMMUNIC.	600.25	
3165	06/08/2020	Claims	2	101352	VERIZON WIRELESS - PW #542075407	274.76	PW CELL SERVICE - 05/2020
					401 - 534 50 42 00 - COMMUNICATION	54.95	
					403 - 535 50 42 00 - COMMUNICATION	54.95	
					402 - 537 50 42 00 - COMMUNICATION	54.95	
					101 - 542 30 42 00 - COMMUNICATIONS	54.95	
					001 - 576 80 42 00 - COMMUNICATION	54.96	
3166	06/08/2020	Claims	2	101353	WA STATE DEPT OF LICENSING	144.00	CPLS APRIL 2020
					001 - 586 00 02 00 - WEAPONS PERMITS FEE	144.00	
3167	06/08/2020	Claims	2	101354	WA STATE TREASURER	11,525.73	CJRS -04/2020
					001 - 586 00 01 00 - STATE BUILDING CODE FE	75.00	
					001 - 586 00 04 00 - PSEA 1 STATE SHARE	5,583.46	
					001 - 586 00 05 00 - PSEA 2 STATE SHARE	2,881.21	
					001 - 586 00 06 00 - PSEA 3 STATE SHARE	118.88	
					001 - 586 00 07 00 - CRIME LAB/BREATH ST SH	51.49	
					001 - 586 00 08 00 - JIS STATE SHARE	1,850.12	
					001 - 586 00 09 00 - SCH ZONE SAFETY ST SHA	114.81	
					001 - 586 00 10 00 - TRAUMA CARE STATE SH/	385.31	
					001 - 586 00 13 00 - AUTO THEFT PREVENTION	451.23	
					001 - 586 00 14 00 - CRIME LAB ANALYSIS FEE	12.25	
					001 - 586 00 15 00 - DOM VIOLENCE PREV ACC	1.97	
3168	06/08/2020	Claims	2	101355	WELLS FARGO VENDOR FIN SERV	944.88	TASKALFA LEASE-05/2020
					001 - 511 60 45 00 - OPERATING RENTALS & LI	27.97	
					001 - 513 10 45 00 - OPERATING RENTALS & LI	50.71	
					001 - 514 23 45 00 - OPERATING RENTALS & LI	256.81	
					001 - 514 30 45 00 - OPERATING RENTALS & LI	366.17	
					001 - 521 10 45 00 - PD ADMIN RENTALS & LE/	0.22	
					001 - 524 20 45 00 - OPERATING RENTALS & LI	174.69	
					401 - 534 50 45 00 - OPERATING RENTALS & LI	22.77	
					403 - 535 50 45 00 - OPERATING RENTALS & LI	22.77	
					402 - 537 50 45 00 - OPERATING RENTALS & LI	22.77	
3169	06/08/2020	Claims	2	101356	BARRY M WOODARD	12,730.00	PUBLIC DEFENDER-05/2020
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC	12,730.00	
3170	06/08/2020	Claims	2	101357	YAKIMA CO DISTRICT COURT	22,107.75	MUNICIPAL COURT OPERATIONS-04/2020; PROBATION SVC-SUPERVISOR 1ST QTR 2020
					001 - 512 50 41 00 - COURT SERVICE COSTS	19,711.75	
					001 - 512 50 41 41 - PROBATION SERVICES CO/	2,396.00	
3171	06/08/2020	Claims	2	101358	YAKIMA CO TREAS PROSECUTING	178.83	CVC-04/2020
					001 - 586 00 03 00 - CRIME VICTIMS COMP CN/	178.83	
					000	92.79	
					001 Current Expense Fund	78,927.15	
					101 Street Fund	2,100.88	
					107 Convention Center Reserve Fund	3,750.00	
					108 Tourism Promotion Area Fund	332.33	
					123 Criminal Justice Fund	10,664.37	
					128 Transit System Fund	66,884.54	
					131 Drug Seizure Forfeiture Fund	288.47	
					133 Marijuana Excise Tax Fund	358.98	
					304 VMB Improvement Fund	56.12	

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	401 Water Fund				761.15	
	402 Garbage Fund				86,868.60	
	403 Sewer Fund				1,814.33	
					<hr/>	
					252,899.71	Claims: 252,899.71