

**UNION GAP CITY COUNCIL**  
**REGULAR MEETING AGENDA**  
**MONDAY, JULY 11, 2016 – 6:00 P.M.**  
**CITY HALL ANNEX, 3103 2<sup>ND</sup> STREET, UNION GAP**

**I. CALL TO ORDER/PLEDGE OF ALLEGIANCE**

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

*A. Approval of Minutes:*

Regular Council Meeting Minutes, dated June 27, 2016, as attached to the Agenda and maintained in electronic format

*B. Approve Vouchers:*

Claims Vouchers – EFT's, and Voucher Nos. 92679 through 92680, and 92688 through 92767, and, 92781 through 92787 for July 11, 2016, in the amount of \$873,811.44

**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**

Kwik Lok Annexation

**Public Safety**

1. Resolution No. \_\_\_\_\_ - Surplus Police Department Vehicle
2. Fire Department Quarterly Update – Chief Stewart

**Interim City Manager**

Resolution No. \_\_\_\_\_ - City Manager Contract with Arlene Fisher-Maurer

Ordinance No. \_\_\_\_\_ - Setting the City Manager Salary

**Public Works/Community Development**

1. Ordinance No. \_\_\_\_\_ - 2015 Building Codes
2. Resolution No. \_\_\_\_\_ - HLA Task Order – Main St Stormwater Improvement – Franklin to Washington St Phase 2
3. Resolution No. \_\_\_\_\_ - CDBG Planning Only Grant Approval
4. Award of Bid – Longfibre Road Extension Phase 1 & 2 Project
5. Award of Bid – Cahalan Park Skatepark

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

**VI. CITY MANAGER REPORT**

**VII. COMMUNICATIONS/QUESTIONS/COMMENTS**

**VIII. DEVELOPMENT OF NEXT AGENDA**

**IX. ANY OTHER BUSINESS**

**X. ADJOURN REGULAR MEETING**



## City Council Communication

**Meeting Date:** July 11, 2016  
**From:** David Spurlock, Deputy Director of Public Works & Community Development  
**Topic/Issue:** Public Hearing – Kwik Lok Annexation

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**SYNOPSIS:** In accordance with RCW 35A.14.297 the City must conduct a public hearing on the proposed annexation, affording residents and property owners within the annexation the opportunity to be heard.

**RECOMMENDATION:** Hold public hearing and take public comment regarding proposed annexation.

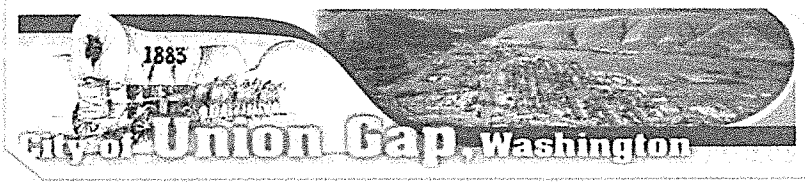
**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** On June 13, 2016 the Council did pass resolution number 16-31 stating the council's intent to annex Kwik Lok properties into the City of Union Gap. Notice of public hearing was published in compliance with RCW 35A.14.295 in the Yakima Herald Republic once a week for two consecutive weeks.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A



## City Council Communication

**Meeting Date:** July 11, 2016

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

**Topic / Issue:** Resolution – Surplus Police Department Vehicle

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**SYNOPSIS:** The Police Department wished to surplus a patrol car with 98,525 miles that it no longer needs. The Wapato Police Department is in need of a replacement vehicle for their fleet and has offered \$1,500.00 for the vehicle. By selling the vehicle directly to Wapato PD the City will not have to pay to have the equipment and insignia removed as Wapato will be doing this as part of our agreement. \$1,500.00 is typically more money than we would receive if the City sent the vehicle to auction.

**RECOMMENDATION:** Approve a resolution declaring Police Department vehicles surplus and authorizing the Police Department to sell the vehicle to the Wapato Police Department for \$1,500.00

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

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

**WHEREAS**, the City of Union Gap has determined that it no longer has need for one Police Department vehicle; and,

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

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

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

2007 Ford Crown Vic VIN 2FAHP71W97X148224

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

**PASSED** this 11th day of July, 2016.

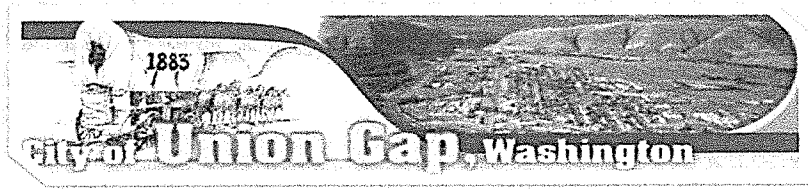
\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



## City Council Communication

**Meeting Date:** July 11, 2016

**From:** Bob Stewart, Fire Chief

**Topic / Issue:** Fire Department Quarterly Update – Chief Stewart

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**SYNOPSIS:** Chief Stewart will be presenting the Fire Department Quarterly update.

**RECOMMENDATION:** Information only.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** N/A



## City Council Communication

**Meeting Date:** July 11, 2016

**From:** Gregory Cobb, Interim City Manager

**Topic / Issue:** Resolution - City Manager Contract with Arlene Fisher-Maurer

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**SYNOPSIS:** At the June 27, 2016 City Council Meeting the City Council selected Arlene Fisher-Maurer to be our next City Manager and directed staff to negotiate an employment agreement with her.

**RECOMMENDATION:** Approve a resolution authorizing the Interim City Manager to sign an employment agreement with Arlene Fisher-Maurer.

**LEGAL REVIEW:** Contract was reviewed by the City Attorney.

**FINANCIAL REVIEW:** There are adequate funds in the current Executive budget to cover these costs through the end of the year.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Contract

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

**A RESOLUTION** authorizing the Interim City Manager to sign an Employment Contract with Arlene Fisher-Maurer to be employed as the City Manager;

**WHEREAS**, the City Council on June 27, 2016 unanimously passed a motion to select Arlene Fisher-Maurer to be the next City Manager for the City of Union Gap and authorized city staff to negotiate an employment agreement; and

**WHEREAS**, the proposed employment agreement contains a salary that is within the salary range approved by the City Council;

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

That the Interim City Manager is authorized to sign an employment contract with Arlene Fisher-Maurer to be the City Manager.

**PASSED** this 11th day of July, 2016.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF UNION GAP, WASHINGTON AND ARLENE FISHER-MAURER  
FOR THE POSITION OF CITY MANAGER**

THIS EMPLOYMENT AGREEMENT is made between THE CITY OF UNION GAP, a Washington Municipal Corporation ("the City") and ARLENE FISHER-MAURER, ("Employee"),

**RECITALS**

- A. The City desires to employ Employee as City Manager for the City of Union Gap.
- B. The City and the Employee desire to establish and delineate the terms and conditions of employment and, to that end, the City and the Employee desire to enter into this agreement.

**NOW THEREFORE** the City and the Employee agree as follows:

*Section 1.*     **EMPLOYMENT**

The City hereby employs the Employee as the City Manager to perform such duties as are currently prescribed under RCW 35A.13 or as may be prescribed by City Ordinance or Resolution so long as consistent with the laws of the State of Washington.

*Section 2.*     **TERM**

This agreement shall commence on July 25<sup>th</sup>, 2016 and shall continue indefinitely until terminated as provided herein.

*Section 3.*     **DUTIES OF EMPLOYEE**

Employee will:

- A. Devote the time, skill, labor and attention to employment during the term of this employment as may be necessary to accomplish the work. This position is considered to be full time, but the Employee is granted flexibility to determine the hours of such work. The position is FLSA exempt and Employee is expected to work a minimum of 40 hours per week. Due to the nature of the position, Employee will often work in excess of 40 hours per week.
- B. Not engage in any employment that will interfere with his employment with the City.
- C. Faithfully adhere to the Code of Ethics for Municipal Officers in Chapter 42.23 RCW, as amended.
- D. Disclose prior to entering into this agreement, or at such time as the Employee becomes aware of such circumstance, any known contracts or financial arrangements that the Employee would reasonably expect would be affected by actions by the City.
- E. Not disclose, during employment or at any time thereafter, to any person, firm, or corporation any non-public information concerning the business or affairs of the City which he may have acquired in the course of, or as an incident to, her employment to the financial detriment or reasonable expectation of financial detriment to the City.

- F. To leave in place or to return immediately upon termination of employment with the City all property of the City, including but not limited to keys, phones, pagers, automobiles, computer hardware and software, original drawings, plans, specifications, manuals, procedures, and any and all other documents of any kind which were provided to or generated by her in the course of, or in connection with, her employment by the City.

*Section 4.*     **COMPENSATION**

- A. The City will pay Employee as compensation for services an annual salary of \$110,000. The employee will be eligible for up to \$4,000 in actual moving expenses, upon submitting a written request with proper documentation; however, should this agreement be terminated by the employee by voluntary resignation at any time before the end of three years, the employee shall repay the city a pro rata share of actual moving expenses reimbursed based upon the number of months of actual employment before voluntary resignation and the city may withhold any earned pay, accrued sick leave pay and accrued vacation pay which the city may otherwise owe the employee to ensure such repayment obligation.
- B. Car Allowance. Commencing July 25, 2016 and each month thereafter, unless amended by City Council action, in addition to Employee's base salary Employee shall receive a monthly car allowance in the sum of Three Hundred Dollars (\$300) per month.
- C. As the Employee is engaged in a professional and executive capacity and is compensated on a predetermined salary basis, the position is exempt from the maximum hours provisions of the Fair Labor Standards Act.

*Section 5.*     **BENEFITS**

- A. The City will provide benefits as provided to other personnel under the provisions of the Union Gap Personnel Policies. Except that the employee shall receive a starting credit of 80 hours of vacation leave and shall accrue vacation leave at the rate of employees who have 12 years employment. The Employee understands that the City may, in its sole discretion, add, alter, amend, modify, or terminate such benefits at any time without any notice as allowed by law.
- B. Expenses incurred for travel on City business shall be reimbursed per the City's Personnel Policies and Travel Policy except for mileage reimbursement.
- C. The Employee will be provided with the use of a cellular telephone, desk top computer, and either a Think Pad or portable computer for conducting City business.
- D. The City shall pay an amount equal to the Employer Contribution Rate established for PERS 3 members to either a PERS 3 account or other deferred compensation program available to City employees. The cost for professional subscriptions, and association and member dues will be provided for within the City Manager's budget.
- E. The City agrees to execute all necessary agreements provided by the International City Management Association Retirement Corporation for Employee's participation in said ICMA-RC

401A and 457 Plans. In addition to Employee's contribution required pursuant to section 5(D) above, Employer shall pay an amount equal to 7% of Employee's annual base salary into a qualified Section 457 or any other qualified City deferred compensation benefits program as designated by the employee in equal proportionate amounts for each pay period.

- F. The City shall cover insurance premiums at 100% for health, dental, and vision for employee and 90% for dependents.

**Section 6. PROFESSIONAL DEVELOPMENT AND MEMBERSHIP FEES**

Employer shall pay the fees for Employees' membership in the International City/County Management Association (ICMA) and the Washington City/County Management Association (WCCMA), and any reasonable registration and expenses for other ongoing professional training, classes or professional development conferences as provided in the City budget and consistent with City Policy (i.e. AWC, LGIP, WEDA, etc.).

**Section 7. CIVIC INVOLVEMENT AND BOARD PARTICIPATION**

Employer recognizes the desirability of representation in and before local, regional and other civic organizations, and employee is authorized and required to become a member of such civic clubs or organizations she deems necessary or desirable in order to maintain awareness of community/regional attitudes and ideas (i.e. WCIA, AWC, TIB, Rotary International, MRSC, etc.).

**Section 8. TERMINATION**

This contract is for an indefinite period, that is, without a designated date as to when the appointment will end. The agreement can be terminated or modified for any reason that does not unlawfully discriminate or violate public policy, including but not limited to: lack of work, lack of funds, reorganization, or unsatisfactory performance, as determined in the discretion of the City Council. Employee serves at the will and the pleasure of the City Council consistent with the provisions of RCW 35A.13. There is no probationary period.

Termination is to occur as provided below.

- A. **With Notice.** This agreement may be terminated with thirty days written notice:
- (1) By the City Council for any reason; or
  - (2) By the Employee by voluntary resignation; provided, however, that the City may, at its option, discharge the Employee immediately and pay salary and benefits as if the Employee were fully employed until the end of the notice period.
- B. **Without Notice.** This agreement may be terminated without notice, for misconduct. For purposes of this agreement "misconduct" includes dishonesty, fraud, commission of a felony or of a crime involving moral turpitude, destruction or theft of City property, physical attack resulting in injury to a fellow employee, uses of narcotics or alcohol to an extent that materially impairs the Employee's performance of his or her duties, willful malfeasance or gross negligence in the performance of the Employee's duties. Such dismissal must, be based on facts that are supported by substantial evidence reasonably believed by the City to be true, and not be for any arbitrary or capricious or illegal reason.

*Section 9.*     **COMPENSATION AFTER TERMINATION - SEVERANCE PAY**

- A.     In the event the Employee is terminated by the City for misconduct as provided in Section 8(B), the Employee shall receive no severance pay, however the Employee shall be entitled to receive earned pay, accrued vacation leave pay and accrued sick leave pay as provided for upon termination in the City of Union Gap Personnel Policies.
- B.     In the event this contract is terminated by the Employee without the full notice required by Section 8(A), then the Employee shall receive all earned pay and accrued vacation leave pay, but no severance pay, and no accrued sick leave pay.
- C.     In the event this contract is terminated by the Employee with full notice required in Section 8(A), the Employee shall receive all earned pay, accrued sick leave pay and accrued vacation pay, as provided by City of Union Gap Personnel Policies, but no severance pay.
- D.     In the event this contract is terminated by the City for any reason (other than provided under Section 8(B)), the Employee shall be entitled to receive within 30 days of the Employee's last scheduled work day all earned pay, accrued sick leave pay and accrued vacation pay as provided by the City of Union Gap Personnel Policies and severance pay equal to six (6) month's salary and benefits.

*Section 10.*   **APPLICABLE LAWS**

The Employee agrees to abide by all applicable local, state, and federal laws. This agreement shall be governed by the laws of the State of Washington and venue of any action concerning this agreement shall be in Yakima County, Washington.

*Section 11.*   **MEDIATION**

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement and the employment of the City Manager through a good faith attempt at mediation. The City shall pay the mediator's fee and any administrative expenses imposed by the mediator. Each party will pay its own attorney's fees and costs.

*Section 12.*   **ARBITRATION**

- A.     Any controversy or claim arising out of or relating to this Agreement that is not resolved through mediation shall be resolved by final and binding arbitration pursuant to RCW 7.04. Demand for arbitration shall be made in writing to the other party. The arbitration shall be held in Yakima County before a single arbitrator selected by the agreement of the parties. If the parties cannot agree upon an arbitrator within fifteen (15) days after the demand for arbitration is made, the arbitrator shall be selected by a judge in the Superior Court of Yakima County in accordance with the procedures set out in RCW 7.04.050.
- B.     Unless the parties agree otherwise in writing, the arbitration hearing shall occur no later than sixty days after the date the arbitrator is appointed.
- C.     The parties agree that, with the exception of the circumstances set out in RCW 7.04.160, the arbitrator's decision shall be binding, final and not appealable to any court of law.

- D. Each party shall pay its own costs of arbitration including attorneys' fees. The arbitrator's fee and any administrative expenses imposed by the arbitrator shall be shared equally by the parties.
- E. This agreement shall be governed by laws of the state of Washington, both as to interpretation and performance.
- F. This agreement to arbitrate applies not only to claims arising out of an alleged breach of this Agreement, but to all claims, disputes or controversies arising out of or relating to the Employee's employment and/or cessation of employment with the City. All such claims, disputes or controversies shall be resolved exclusively by final and binding arbitration as provided in this Agreement. By way of example only, such claims include claims under federal, state, and local statutory or common law, such as the Age Discrimination in Employment Act, Title VII of the Civil Rights Act of 1964, as amended, including the Civil Rights Act of 1991, the Americans with Disabilities Act, the Washington Law Against Discrimination, the law of contract, and the law of tort.

*Section 13. **INDEMNIFICATION***

The City shall protect, defend and indemnify the Employee and his marital community from personal liability for acts or omissions committed by such the Employee while within the scope of the official city duties. This agreement to indemnify does not extend to intentional torts. Defense will be provided by the City of Union Gap's City Attorney's Office or through an attorney appointed as Defense Council through the City of Union Gap's insurance pool, the Washington Cities Insurance Authority (WCIA). The necessary expenses of defending the action or proceeding shall be paid by the City and/or WCIA and any final money judgment against said the Employee or the marital community shall be paid by the City and/or WCIA.

Except as specifically directed by the City Attorney or WCIA the Employee may not engage in any of the following acts with respect to actions or proceedings for damages defended pursuant to this Agreement:

- A. Negotiate or otherwise affect the settlement of such an action or proceeding for damages against the City;
- B. Make an admission of liability involving such an action or proceeding for damages against the City; or
- C. Discuss with persons who are not city employees, incidents which could reasonably lead to actions or proceedings for damages against the City, or its officers or employees.
- D. Engage or retain legal counsel at city expense.

This indemnification provision shall survive termination of this contract. The Employee agrees to cooperate and participate as may be necessary to carry out the defense of any action, and if not a current employee to be compensated for all such activities at an hourly rate equal to the Employee's salary, adjusted to an hourly rate.

*Section 14. **AMENDMENT***

The terms of this agreement may not be altered, amended, or otherwise modified except by the

express written agreement of the parties.

**Section 15. SEVERABILITY**

If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Section 16. WAIVER**

The waiver or the failure to take action with respect to breach of any term, covenant or condition shall not affect the Employee's duties hereunder or waive any rights concerning any subsequent breach. All remedies afforded in this Contract shall be taken as cumulative, that is, in addition to every other remedy provided therein or by law.

**Section 17. ENTIRE AGREEMENT**

Except as provided in Sections 4 and 5, above, this employment agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and supersedes all prior written agreements and all prior or contemporaneous oral agreements or understandings between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF UNION GAP, WASHINGTON

EMPLOYEE

\_\_\_\_\_  
Greg Cobb  
Interim City Manager

\_\_\_\_\_  
Arlene Fisher-Maurer

ATTEST:

\_\_\_\_\_  
Karen Clifton  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Bronson Brown  
City Attorney



## City Council Communication

**Meeting Date:** July 11, 2016

**From:** Gregory Cobb, Interim City Manager

**Topic / Issue:** Ordinance – Setting the City Manager Salary

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**SYNOPSIS:** At the June 27, 2016 City Council Meeting the City Council selected Arlene Fisher-Maurer to be our next City Manager and directed staff to negotiate an employment agreement with her.

**RECOMMENDATION:** Adopt an ordinance setting the salary for the City Manager position.

**LEGAL REVIEW:** This ordinance was reviewed by the City Attorney.

**FINANCIAL REVIEW:** There are adequate funds in the current Executive budget to cover these costs through the end of the year.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Ordinance

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** setting the salary for the City Manager position.

**WHEREAS**, the City Council at their July 11, 2016 regular meeting authorized an employment agreement with Arlene Fisher-Maurer for the position of City Manager;

**WHEREAS**, according to the employment agreement the City Manager's salary will be set at \$110,000 annually;

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

**Section 1.** Salary for City Manager set. The salary for the City Manager position is set at \$110,000 per year.

**Section 2. Effective Date.** This ordinance shall become effective on July 25, 2016.

ORDAINED this 11th day of July 2016.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney





## City Council Communication

**Meeting Date:** July 11, 2016  
**From:** David Spurlock, Dep. Director of Public Works & Community Development  
**Topic/Issue:** Ordinance – 2015 Building Codes

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**SYNOPSIS:** In accordance with RCW 19.27 Washington Jurisdictions are required to adopt the 2015 International Codes. According to RCW 19.27 the State Building Code goes into effect July 1, 2016. Amending UGMC 14.04 adopting the 2015 Model Codes brings municipal code into compliance with the State Building Code.

**RECOMMENDATION:** Adopt ordinance amending UGMC 14.04 adopting 2015 Model Codes.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Ordinance

**CITY OF UNION GAP, WASHINGTON**  
**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE** amending Section 14.04.010 of the Union Gap Municipal Code, Adoption of Referenced Codes, relating to building codes; adopting revised building codes as required by state law; adopting local option amendments; and establishing an effective date.

**WHEREAS**, Washington statutes require all jurisdictions in the state to adopt by reference and enforce the same building code throughout Washington;

**WHEREAS**, Washington established the 2015 International Codes, promulgated by the International Code Council (ICC), as the basis of the State Building Code pursuant to RCW 19.27. The exceptions to the International Codes are the 2015 Uniform Plumbing Code published by the International Association of Plumbing and Mechanical Officials;

**WHEREAS**, Washington previously developed an energy conservation code and a code for the elimination of physical barriers to promote accessibility;

**WHEREAS**, the Washington State Energy Code is a stand alone code while the accessibility provisions reside as a state amendment to the International Building Code;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON ORDAINS as follows:**

**Section 1. Union Gap Municipal Code Section 14.04.010, Adoption of Referenced Codes, is hereby amended to read as follows:**

The City of Union Gap hereby adopts the following codes, as amended by the Washington State Building Code Council pursuant to RCW 19.27.074 for the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties:

(a) The ~~2012~~ 2015 International Building Code (IBC) as published by the International Code Council, Inc. The following appendices are specifically adopted:

Appendix E, Supplementary Accessibility Requirements  
Appendix H, Signs  
Appendix I, Patio Covers

(b) The ~~2012~~ 2015 International Residential Code (IRC) as published by the International Code Council, Inc., PROVIDED: that IRC Chapters 11 and 25 through 43 are not adopted. The following appendices are specifically adopted:

Appendix F, Radon Control Methods  
Appendix G, Swimming Pools, Spas and Hot tubs  
Appendix H, Patio Covers  
Appendix R, Dwelling Unit Fire Sprinkler Systems

- (c) The ~~2012~~ 2015 International Mechanical Code (IMC) as published by the International Code Council, Inc. The following appendices are specifically adopted:

Appendix A, Combustion Air Openings and Chimney Connector Pass-Through(s)

- (d) Except as provided in RCW 19.27.170, The ~~2012~~ 2015 edition of the Uniform Plumbing Code, including Appendices A, B, and I, published by the International Association of Plumbing and Mechanical Officials, is hereby adopted by reference with the following additions, deletions and exceptions: Provided that chapters 12 and 15 of this code are not adopted. Provided further, that those requirements of the Uniform Plumbing Code relating to venting and combustion air of fuel fired appliances as found in chapter 5 and those portions of the code addressing building sewers are not adopted. The following appendices are specifically adopted:
- (e) The rules adopted by the Washington State Building Code Council establishing standards for making buildings and facilities accessible to and usable by the physically disabled or elderly persons as provided in RCW 70.92.100 through 70.92.160.
- (f) The ~~2012~~ 2015 International Fuel Gas Code as published by the International Code Council, Inc.
- (g) The Washington State Energy Code as adopted by the State of Washington pursuant to Chapter 51-11 WAC.
- (h) The ~~2012~~ 2015 International Property Maintenance Code as published by the International Code Council, Inc.
- (i) The ~~2012~~ 2015 International Existing Building Code as published by the International Code Council, Inc.

**Section 2. Effective date.** This ordinance shall be in full force and effect five days after publication.

**ORDAINED** this 11th day of July 2016.

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Roger Wentz  
Mayor

ATTEST:

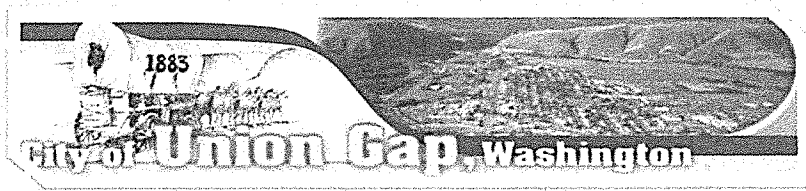
APPROVED AS TO FORM:

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Karen Clifton  
City Clerk

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Bronson Brown  
City Attorney



## City Council Communication

**Meeting Date:** July 11, 2016  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Resolution – HLA Task Order – Main St Stormwater Improvement – Franklin to Washington St Phase 2

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**SYNOPSIS:** This addendum will add professional engineering services for additional funding to perform administration, bidding services, services during construction and property acquisition short plat preparation services to Task Order No. 2014-2. These services are necessary to complete the improvements to satisfy the Department of Ecology 2015-2017 Water Quality Grant requirements in reference to the Main Street Stormwater Improvements – Franklin Street to Washington Street Phase 2.

**RECOMMENDATION:** Adopt a Resolution authorizing the City Manager to sign Addendum No. 1 to Task Order 2014-2 with HLA Engineering & Land Surveying, Inc. relating to the Main Street Stormwater Improvements – Franklin Street to Washington Street Phase 2 Project.

**LEGAL REVIEW:** The City Attorney has reviewed the resolution.

**FINANCIAL REVIEW:** Funding for this project is through a DOE Water Quality Grant.

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution  
2. Task Order 2014-2

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

**A RESOLUTION** authorizing the City Manager to sign Addendum No 1 to Task Order 2014-2 with HLA Engineering and Land Surveying Inc. for Main Street- Stormwater Improvements – Franklin Street to Washington Street Phase 2.

**WHEREAS**, the City of Union Gap received a \$238,638.00 2015-2017 Storm Water, Water Quality Grant from Washington DOE to improve stormwater conditions within the City;

**WHEREAS**, the City wishes to match the Water Quality Grant \$42,112.00 from the 403 sewer fund to intercept and redirect stormwater discharges out falling directly to Spring Creek along Main Street from Franklin Street to Washington Street to new detention/infiltration basins with pretreatment;

**WHEREAS**, the City desires to contract with HLA Engineering and Land Surveying Inc. for the professional engineering and surveying services associated with the project identified above;

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

That the City Manager is authorized to sign Addendum No. 1 of Task Order 2014-2 with HLA Engineering and Land Surveying Inc. for Main Street- Stormwater Improvements – Franklin Street to Washington Street Phase 2.

**PASSED** this 11<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Roger Wentz, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney

**ADDENDUM NO. 1**

**TASK ORDER NO. 2014-2**

REGARDING GENERAL AGREEMENT BETWEEN CITY OF UNION GAP

AND

HLA ENGINEERING AND LAND SURVEYING, INC.

**PURPOSE OF ADDENDUM NO. 1:**

This project has received a 2015-2017 Storm Water Capacity Grant from the Washington State Department of Ecology to construct the improvements identified below. This addendum will add professional engineering services for additional funding administration, bidding services, services during construction, and property acquisition short plat preparation services to Task Order No. 2014-2 (HLA Project No. 13137E), necessary to complete the improvements and satisfy Department of Ecology requirements.

**PROJECT DESCRIPTION:**

**Main Street – Stormwater Improvements – Franklin St. to Washington St. (Phase 2)**  
**HLA Project No. 13137C**

The City of Union Gap received a 2013-2015 Storm Water Capacity Grant from the Washington State Department of Ecology to improve storm water conditions within the City of Union Gap. The project consists of intercepting and redirecting existing stormwater discharges currently out falling directly to Spring Creek along Main Street from Franklin St. to Washington St., to new detention/infiltration basins with pretreatment. The project design includes reuse and modification of existing storm drain conveyance facilities and installation of new detention/infiltration basin facilities to collect, convey, and treat stormwater runoff from Main Street and other areas of Union Gap.

**SCOPE OF SERVICES:**

At the direction of the City of Union Gap (CITY), HLA Engineering and Land Surveying, Inc. (HLA), shall provide professional engineering and land surveying services for the Main Street Stormwater Improvements – Phase 2 project (PROJECT). HLA services shall include:

**PHASE 1 – PROJECT ADMINISTRATION**

- A. Assist CITY with contract requirements of funding agency including progress reports.
- B. Assist CITY with funding agency reimbursement process, preparation of payment vouchers and supportive documentation.
- C. Assist CITY with funding agency design-project closeout process.

**PHASE 2 – ENVIRONMENTAL COMPLIANCE**

- A. No additional tasks are included for Phase 2 work – all work was completed under the original scope of work for Task Order No. 2014-2.

**PHASE 3 – PROJECT FORMULATION AND FINAL ENGINEERING DESIGN**

- A. No additional tasks are included for Phase 3 work – all work was completed under the original scope of work for Task Order No. 2014-2.

#### PHASE 4 – SERVICES DURING BIDDING

- A. Furnish forty (40) copies of the final plans and specifications for bidding and construction. It is anticipated the ENGINEER will prepare one (1) complete set of plans and specifications for one bid call; additional bid packages will be considered additional services.
- B. Send advertisement for bids to the Paper of Record and other papers selected by the CITY. CITY shall pay all advertisement fees.
- C. Answer and supply such information as is requested by prospective bidders.
- D. Prepare and issue addenda, if necessary.
- E. Attend bid opening and participate in the prospective bidder evaluation process.
- F. Prepare tabulation of all bids received by the CITY and review bidder's qualifications.
- G. Make recommendation to the CITY of construction contract award to the lowest responsible bidder.

#### PHASE 5 – SERVICES DURING CONSTRUCTION

- A. Prepare and transmit Notice of Award letter to the Contractor.
- B. Assist in the completion of Contract Documents including review of bond and insurance.
- C. Prepare and submit a construction quality assurance plan to the Department of Ecology before start of construction.
- D. Coordinate and conduct a pre-construction conference meeting including City Staff and the Department of Ecology.
- E. Provide a project schedule and projected cash flow to the Department of Ecology within 30 days of the start of construction.
- F. Furnish the field survey crew necessary to set horizontal and vertical control for the improvements authorized for construction.
- G. Furnish a qualified resident engineer who shall make construction observations and be on the job site at all times that significant work is in progress, whose duty shall be to provide surveillance of project construction for substantial compliance with plans and specifications.
- H. Prepare and file progress reports on the PROJECT with the CITY and provide monthly progress estimates to the CITY.
- I. Consult and advise the CITY during construction and make a final report of the completed work.
- J. The CITY is required to monitor the Contractor's payment of prevailing wage rates. As part of construction services, HLA will monitor General Contractor and Subcontractor compliance with State labor standards during the construction phase of this project. This work includes checking monthly certified payrolls, conducting employee interviews in the field, and issuing letters of non-compliance and/or letters of missing documents.
- K. Review Contractor's submission of samples and shop drawings, where applicable.
- L. Recommend progress payments for the Contractor to the CITY.
- M. Prepare and submit proposed contract change orders when applicable.



- N. Prepare and furnish reproducible record drawings of all completed work from as-built drawings furnished by the resident engineer and Contractor. If as-built drawings from the Contractor are not received by HLA within thirty (30) calendar days from the date of the letter of recommendation of project acceptance, HLA will submit the reproducible record drawings to the CITY with a note stating that no as-built information was received by HLA.
- O. Participate in the 11th month warranty inspection and make recommendations to Contractor for warranty work that needs to be addressed.
- P. Prepare and provide to the Department of Ecology a Facility and Operation Maintenance Plan.
- Q. Prepare and provide to the Department of Ecology the Stormwater Construction Completion Form.

PHASE 6 – ADDITIONAL SERVICES

- A. Provide professional engineering and surveying services for additional work requested by the CITY that is not included in Phases 4 through 5.

PHASE 7 – PROPERTY ACQUISITION SHORT PLAT

- A. Prepare and record a two-lot short plat to separate property necessary for construction of the stormwater detention/infiltration basin.

ITEMS TO BE FURNISHED AND RESPONSIBILITY OF CITY

The CITY will provide or perform the following:

- A. Provide full information as to CITY requirements of the PROJECT.
- B. Assist HLA by placing at their disposal all available information pertinent to the site of the PROJECT including previous reports, drawings, plats, surveys, utility records, and any other data relative to design and construction of the PROJECT.
- C. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by HLA and render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of HLA.
- D. Obtain approval of all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from such other individuals or bodies as may be necessary for completion of the PROJECT.
- E. Pay for project bid advertisement costs.

**TIME OF PERFORMANCE:**

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

PHASE 1 – PROJECT ADMINISTRATION

Project administration services shall begin immediately upon notice of authorization to proceed and continue until all construction funding close-out requirements for the PROJECT have been satisfied.

PHASE 4 – SERVICES DURING BIDDING

Engineering services during bidding for the PROJECT shall begin upon notification of secured construction funding, contract addendum for services, and notification to proceed by the CITY.

PHASE 5 – SERVICES DURING CONSTRUCTION

Engineering services during construction for the PROJECT shall begin upon construction contract award by the CITY to the lowest responsible bidder and shall extend through the completion of construction, and completion of as-constructed drawings and labor documentation closeout. A maximum of 20 working days has been assumed for the construction of improvements. Should the Contractor be granted time extensions for construction completion due to recognized delays, requested additional work, and/or change orders, engineering services beyond the 20 working days shall be considered additional services.

PHASE 6 – ADDITIONAL SERVICES

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

PHASE 7 – PROPERTY ACQUISITION SHORT PLAT

Property acquisition short plat preparation shall begin immediately upon notice of authorization to proceed. Work on this phase is anticipated to begin prior to completion of bidding and construction services to record the short plat prior beginning construction.

**FEE FOR SERVICE:**

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

PHASE 1 – PROJECT ADMINISTRATION

All work for this phase shall be performed for the lump sum fee of \$3,000.00.

PHASE 4 – SERVICES DURING BIDDING

All work for this phase shall be performed for the lump sum fee of \$5,000.00.

PHASE 5 – SERVICES DURING CONSTRUCTION

All work for this phase shall be performed for the lump sum fee of \$33,700.00.

PHASE 6 – ADDITIONAL SERVICES

Any additional work requested by the CITY that is not included in Phases 1 through 5 shall be authorized by the CITY and agreed to by HLA in writing prior to proceeding with the services. HLA shall perform the additional services as directed/authorized by the CITY on a time-spent basis at the hourly billing rates included in our General Agreement, plus reimbursement for direct non-salary expenses such as laboratory testing, reproduction expenses, out of town travel costs, and outside engineers.

PHASE 7 – PROPERTY ACQUISITION SHORT PLAT

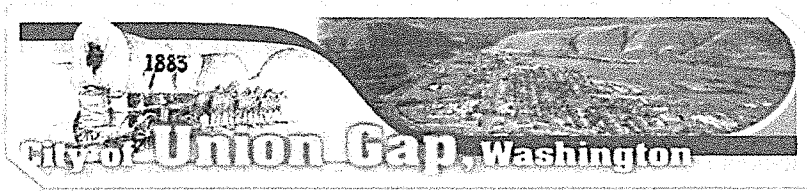
All work for this phase shall be performed for the lump sum fee of \$5,000.00.

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

6/21/2016  
Date

Approved: \_\_\_\_\_  
City of Union Gap  
Gregory Cobb, Interim City Manager

\_\_\_\_\_  
Date



## City Council Communication

**Meeting Date:** July 11, 2016  
**From:** David Spurlock, Dep. Director of Public Works & Community Development  
**Topic/Issue:** Resolution – CDBG Planning Only Grant Approval

---

**SYNOPSIS:** The City Council on March 28, 2016, passed resolution No. 16-14 authorizing submission of an application for CDB Planning Only Grant. The Washington State Department of Commerce has awarded the City of Union Gap a Planning Only Grant (POG) in the amount of \$20,030

**RECOMMENDATION:** Approve a resolution authorizing interim City Manager to sign CDBG POG contract.

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

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** Yakima Valley Conference of Government (YVCOG) has assisted the City in application of the POG in the anticipation of assisting in the update of the City's Park plan and mandated Comprehensive Plan updates this year in compliance with GMA.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:**

1. Resolution
2. CDBG Contract

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

**A RESOLUTION** authorizing the Interim City Manager to sign a contract with Washington State Department of Commerce for Community Development Block Grant (CDBG) Planning Only Grant (POG) along with Sub-Recipient Agreement with Yakima Valley Conference of Government (YVCOG)

**WHEREAS**, the City Council on March 28, 2016, passed resolution No. 16-14 authorizing submission of an application for CDB Planning Only Grant;

**WHEREAS**, resolution No. 16-14 authorized a submission of an application requesting up to \$24,000 and request for grant monies was made in the amount of \$20,030;

**WHEREAS**, the Washington State Department of Commerce has awarded the City of Union Gap a Planning Only Grant in the amount of \$20,030;

**WHEREAS**, the Yakima County Conference of Government (YVCOG) assisted the City of Union Gap in preparing the application;

**WHEREAS**, the Yakima County Conference of Government (YVCOG) is a Sub-Recipient of said grant funds and will assist the City in its update of its Comprehensive Plan and Park Plan;

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

The Interim City Manager is authorized to sign a contract with Washington State Department of Commerce for Community Development Block Grant (CDBG) Planning Only Grant (POG) along with Sub-Recipient Agreement with Yakima Valley Conference of Government (YVCOG)

**PASSED** this 11<sup>th</sup> day of July, 2016.

\_\_\_\_\_  
Roger Wentz, City Mayor

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk

\_\_\_\_\_  
Bronson Brown, City Attorney



# Department of Commerce

**Grant Contract with:**

City of Union Gap

Through

Community Development Block Grant (CDBG) Program

Planning-Only Grant

**For:**

Comprehensive Plan Update

**Start date:**      Date of Execution

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Attachment A, Scope of Work and Budget

Attachment B, State and Federal Requirements and Assurances

Attachment C, Letter to Incur Costs (if applicable)



**FACE SHEET**

Contract Number: 15-62210-048

**Washington State Department of Commerce  
Local Government Division  
Community Development Block Grant (CDBG) Program  
Planning-Only Grant**

|  |  |  |   |
|--|--|--|---|
| <b>1. Grantee</b><br>City of Union Gap<br>PO Box 3008<br>Union Gap, WA 98903   |  | <b>2. Grantee Doing Business As (optional)</b><br>N/A  |   |
| <b>3. Grantee Representative</b><br>Shawn Conrad, Senior Planner<br>Phone: (509) 248-0432<br>Fax: (509) 248-6494<br>Email: shawn.conrad@yvcog.org  |  | <b>4. COMMERCE Representative</b><br>Phyllis Cole, Project Manager<br>Phone: (360) 725-4001<br>Fax: (360) 586-8440<br>Email: Phyllis.Cole@commerce.wa.gov<br>PO Box 42525<br>1011 Plum Street S.E.<br>Olympia, WA 98504-2525                                       |   |
| <b>5. Grant Amount</b><br>\$21,030   | <b>6. Funding Source</b><br>Federal: <input checked="" type="checkbox"/> State: <input type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>Date of Execution  | <b>8. End Date</b><br>5/31/18               |
| <b>9. Federal Funds (as applicable)</b><br>\$21,030  | <b>Federal Agency</b><br>U.S. Department of Housing and<br>Urban Development (HUD)   | <b>CFDA Number</b><br>14.228   | <b>Indirect Rate (if applicable)</b><br>N/A |
| <b>10. Tax ID #</b><br>91-6001287  | <b>11. SWV #</b><br>0013208-00   | <b>12. UBI #</b><br>N/A  | <b>13. DUNS #</b><br>07-204-3917            |
| <b>14. Grant Purpose</b><br>Comprehensive Plan Update. A full description of the project is in Attachment "A" Scope of Work and Budget.  |  |  |   |
| COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work and Budget, Attachment "B" – State and Federal Requirements and Assurances, Attachment "C" – Letter to Incur Costs (if applicable), and the following documents incorporated herein by reference: Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce. |  |  |   |
| <b>FOR GRANTEE</b><br><br>_____<br>Mr. Rod Otterness, City Manager<br>City of Union Gap<br><br>_____<br>Date   |  | <b>FOR COMMERCE</b><br><br>_____<br>Mark K. Barkley, Assistant Director<br>Local Government Division<br><br>_____<br>Date<br><br><b>APPROVED AS TO FORM ONLY</b><br>_____<br>Sandra C. Adix, Assistant Attorney General (Signature on File)<br>Date: June 18, 2015 |   |

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**SPECIAL TERMS AND CONDITIONS  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

**1. DEFINITIONS**

- A. "Contractor" and "Grantee" in this Grant, and the term "subrecipient" found in the federal Community Development Block Grant (CDBG) rules and regulations, shall mean the same.
- B. "Low- and moderate-income" shall mean a household income equal to or less than 80 percent of area median income adjusted by family size.

**2. ACKNOWLEDGEMENT OF FEDERAL FUNDING**

Federal Award Identification Number (FAIN): B-15-DC-53-001

Total amount of federal award B-15-DC-53-001 to Commerce: \$10,978,714

Total amount of B-15-DC-53-001 awarded to Grantee under this Grant is set forth in the Face Sheet at #5, Grant Amount.

Federal Award Date: To be determined.

Awarding Federal official: To be determined.

Federal Award Date and Awarding Federal Official will be stated in a cover letter from Commerce that will accompany a copy of the fully executed Grant provided to Grantee.

Funds distributed through this Grant are subject to CDBG regulations in 24 CFR Part 570.

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

"This project was supported by Grant No. B-15-DC-53-001 awarded by the U.S. Department of Housing and Urban Development (HUD). Points of view in this document are those of the author and do not necessarily represent the official position or policies of HUD. Grant funds are administered by the Community Development Block Grant Program, Washington State Department of Commerce."

**3. ACQUISITION AND DISPOSITION OF ASSETS**

The Grantee will account for any tangible personal property acquired or improved with this Grant.

The use and disposition of real property and equipment under this Grant will be in compliance with the requirements of all applicable federal law and regulation, including but not limited to 24 CFR Part 84 and 24 CFR Part 570.489,570.502,570.503,570.504, and 570.505 as applicable, which include but are not limited to the following:

Real property that was acquired or improved, in whole or in part, with funds under this Grant in excess of \$25,000 shall be used to meet one of the CDBG national objectives for ten (10) years after the Grant is closed. Any exception must be made with COMMERCE approval and the Grantee will be responsible to pay COMMERCE an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of or improvement to the property. Such payment from the disposition of real property acquired with this Grant within ten (10) years of closeout of the Grant shall be treated as CDBG Program Income.

In cases in which equipment acquired in whole or in part with funds under this Grant is sold, the proceeds will be CDBG Program Income.

**4. BILLING PROCEDURES AND PAYMENT**

COMMERCE will pay Grantee upon acceptance of work provided and receipt of properly completed invoices, which shall be submitted to the COMMERCE Representative on a Washington State Invoice Voucher form not more than monthly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number identified on the Face Sheet of this Grant. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

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 Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant, including completion of the Environmental Review and the release of funds (if applicable).

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

COMMERCE shall not release the final five (5) percent of the total grant amount until acceptance by COMMERCE of project completion.

**5. CLOSEOUT**

COMMERCE will advise the Grantee to initiate closeout procedures when there are no impediments to closing and the following criteria have been met or soon will be met:

- A. All costs have been incurred with the exception of closeout costs and any unsettled third-party claims against the Grantee. Costs are incurred when goods and services are received or contract work is performed.
- B. The Grantee has held a public hearing to review program performance.
- C. The Grantee has submitted the final Closeout Performance Report. Failure to submit a report will not preclude COMMERCE from effecting closeout if it is deemed to be in the state's interest. Any excess grant amount in the Grantee's possession shall be returned in the event of failure to finish or update the report.
- D. Other responsibilities of the Grantee under this Grant and applicable laws and regulations appear to have been carried out satisfactorily or there is no further state interest in keeping this Grant open for the purpose of securing performance.

**6. COMPENSATION**

COMMERCE shall pay an amount not to exceed the amount identified on the Face Sheet of this Grant for the performance of all things necessary for or incidental to the performance of work as set forth in Attachment A, Scope of Work and Budget incorporated herein, and by reference the Grantee's application for funding.

Grantee shall receive reimbursement for travel and other expenses as authorized in advance by COMMERCE as reimbursable. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates

**7. ENVIRONMENTAL REVIEW**

**General Purpose, Housing Enhancement, and Economic Opportunity Grants**

Funding in excess of the amount stipulated in **Attachment C, Letter to Incur Costs**, shall not be released to a Grantee by COMMERCE until the following conditions implementing 24 CFR part 58 are met:

- A. The Grantee must complete an environmental review of the project and make a finding of environmental impact. A notice of this finding must be published along with a notice of the Grantee's intent to request release of funds for the project unless the project is exempt from the publication requirements as described. The Grantee must allow a seven (7) or fifteen (15) day period for public review and comment following publication of the notices unless exempt under the National Environmental Policy Act (NEPA) and the Washington State Environmental Policy Act (SEPA). When this review and comment period expires, the Grantee may, after considering any comments received, submit a request for release of funds to COMMERCE. Upon receipt of the request, COMMERCE must allow a fifteen (15) day period for public review and comment. When COMMERCE's public review and comment period expires, COMMERCE may, after considering any comments received, formally notify the Grantee in writing of the release of federal funds for the project.
- B. This special condition is satisfied when the Grantee completes the environmental review and request for release of funds from COMMERCE. The special condition is effectively removed on the date COMMERCE provides the Grantee with written notice of release of funds.

### **Imminent Threat Grants**

Funding shall not be released to an Imminent Threat grant recipient until the following conditions are met: The Grantee assures that assisted activities are for temporary or permanent improvements limited to the protection, repair or arrest of imminent threats to public health and safety or physical deterioration. The Grantee further assures that assisted activities will result in either no change or minimal change in the environmental conditions that existed prior to the emergency. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under Section 58.34 of 24 CFR, Environmental Review Procedures, for Title I CDBG Programs. In cases where Grantees must take action immediately, or within a time too short to allow full SEPA compliance, to avoid an imminent threat to public health or safety, to prevent an imminent danger to public or private property, or to prevent an immediate threat of serious environmental degradation, such actions are exempt from SEPA pursuant to WAC 197-11-880.

### **Planning-Only and Public Services Grants**

Funding shall not be released to a Planning-Only or Public Services Grant recipient until the following conditions are met: The Grantee assures that assisted activities are exempt under NEPA (24 CFR 58.34) and categorically exempt under SEPA (RCW 43.21C.110). The Grantee further assures that the activities do not come under the purview of any other federal, state, and known local environmental laws, statutes, regulations or executive orders. In addition, the Grantee assures it will document, in writing, its determination that each activity or project is exempt and meets the conditions specified for such exemption under (NEPA) 24 CFR 58.34(3) (for Planning-Only) or 58.34(4) (for Public Services) and (SEPA) WAC 197-11-800 (for Planning-Only) or WAC 197-11-305 (for Public Services).

## **8. GRANT MANAGEMENT**

The Representative and contact information identified on the Face Sheet of this Grant 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 Grant.

## **9. HISTORICAL OR CULTURAL ARTIFACTS, HUMAN REMAINS**

In the event that historical or cultural artifacts are discovered at the project site during construction or rehabilitation, the Grantee shall immediately stop construction and notify the local historical preservation officer and the state historic preservation officer at the Department of Archaeology and Historic Preservation (DAHP) at (360) 586-3065. If human remains are discovered, the Grantee shall stop work, report the presence and location of the remains to the coroner and local law enforcement immediately, and contact DAHP and the concerned tribe's cultural staff or committee.

## **10. INSURANCE**

All self-insured risk management programs or self-insured/liability pool financial reports must comply with Generally Accepted Accounting Principles (GAAP) and adhere to accounting standards promulgated by:

- i. Governmental Accounting Standards Board (GASB),
- i. Financial Accounting Standards Board (FASB), and
- ii. The Washington State Auditor's annual instructions for financial reporting.

Grantees participating in joint risk pools shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. The State of Washington, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Unemployment and Industrial Insurance. The Grantee shall be in full compliance with all state unemployment and industrial insurance laws while performing work under this Contract. Commerce will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for the Grantee, or any subcontractor or employee of the Grantee, which might arise under the industrial insurance laws during performance of this Contract.

Protection of Project Property, Grantee's Assumption of Risk. The Grantee shall continuously maintain adequate protection of all the project work from damage and shall protect the property from injury or loss arising in connection with this Contract. The entire work of the Grantee shall be at the sole risk of the Grantee. The Grantee may elect to secure fire, extended coverage, and vandalism

insurance or all-risk insurance to cover the project work during the course of construction. The Grantee shall take all necessary precautions for the safety of its employees working on the project, and shall comply with all applicable provisions of federal, state, and local safety laws and building codes to prevent accidents or injuries to persons, on, about, or adjacent to the premises where the work is being performed.

#### **11. PERFORMANCE REPORTING**

The Grantee, at such times and in such forms as COMMERCE may require, shall furnish periodic progress and performance reports pertaining to the activities undertaken pursuant to this Contract. These reports may include environmental review records, publication affidavits, procurement and contracting records, documentation of compliance with federal civil rights requirements, job creation records, program income reports, reports of the costs and obligations incurred in connection therewith, the final closeout report, and any other matters covered by this Contract. Activities funded by this Contract providing income-qualified direct assistance or direct services under the limited clientele, housing, or job creation CDBG National Objectives, must submit quarterly beneficiary reports as furnished by COMMERCE. Failure to submit these reports may result in COMMERCE withholding payment or terminating this Contract.

#### **12. PROGRAM INCOME**

Program income, as defined in 24 CFR 570.489(e), retains federal identity and will be used before drawing additional CDBG funds to complete activities included in the Scope of Work and Budget. The Grantee must maintain records of program income received and expended, and annually report program income received after closeout of this Grant. Program Income shall be used to continue the same activities to benefit low- and moderate-income persons or, with COMMERCE approval, for other activities to benefit low- and moderate-income persons. Interest earned in excess of \$100 on CDBG funds received to reimburse incurred costs must be remitted to COMMERCE for return to the U.S. Treasury.

#### **13. SUBCONTRACTS FOR ENGINEERING SERVICES**

Engineering firms must certify that they are authorized to do business in the state of Washington and are in full compliance with the requirements of the Board of Professional Registration. The Grantee shall require that engineering services providers be covered by errors and omissions insurance. The engineering firm shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the engineering firm and licensed staff employed or under contract to the engineering firm. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

#### **14. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Grant, 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 and Budget
- Grantee's application for funding and the Community Development Block Grant policies and procedures, prepared by Commerce as incorporated by reference on the Face Sheet

# GENERAL TERMS AND CONDITIONS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

## 1. DEFINITIONS

As used throughout this Grant, 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. ***"Grant" or "Agreement" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, 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. "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Modified Total Direct Costs (MTDC)" shall mean all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
- F. "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.
- G. "State" shall mean the state of Washington.
- H. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee/subcontractor" refers to any tier.
- I. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- J. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

## 2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

## 3. ADMINISTRATIVE COST ALLOCATION

Administrative costs that may be allowed are set forth in the Special Terms and Conditions. Administrative services shared by other programs shall be assigned to this Grant based on an allocation plan that reflects allowable administrative costs that support services provided under each Grant administered by the Grantee. An approved current federal indirect cost rate may be applied up to the maximum administrative budget allowed.

## 4. ADVANCE PAYMENTS PROHIBITED

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

## 5. ALL WRITINGS CONTAINED HEREIN

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

**6. AMENDMENTS**

This Grant 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.

**7. AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**8. ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

**9. ATTORNEY'S FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorney's fees and costs.

**10. AUDIT**

**A. General Requirements**

Grantees are to procure audit services based on the following guidelines.

The Grantee shall maintain its records and accounts so as to facilitate audits and shall ensure that Subgrantee/subcontractors also maintain auditable records.

The Grantee is responsible for any audit exceptions incurred by its own organization or that of its Subgrantee/subcontractors.

COMMERCE reserves the right to recover from the Grantee all disallowed costs resulting from the audit.

Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report. The Grantee must respond to COMMERCE requests for information or corrective action concerning audit issues within thirty (30) days of the date of request.

**B. Federal Funds Requirements – 2 CFR Part 200**

Grantees expending \$750,000 or more in a fiscal year (that begins after December 26, 2014) in federal funds from all sources, direct and indirect, are required to have an audit conducted in accordance with 2 CFR Part 200 Subpart F. For fiscal years beginning prior to December 26, 2014, Grantees are required to have an audit conducted in accordance with Federal audit requirements. When state funds are also to be paid under this Agreement a Schedule of State Financial Assistance as well as the required schedule of Federal Expenditure must be included. Both schedules include:

- Grantor agency name
- Federal agency
- Federal program name
- Other identifying contract numbers
- Catalog of Federal Domestic Assistance (CFDA) number (if applicable)
- Grantor contract number
- Total award amount including amendments (total grant award)
- Current year expenditures

If the Grantee is a state or local government entity, the Office of the State Auditor shall conduct the audit. Audits of non-profit organizations are to be conducted by a certified public accountant selected by the Grantee in accordance with 2 CFR Part 200.

The Grantee shall include the above audit requirements in any subgrants/subcontracts.

In any case, the Grantee's financial records must be available for review by COMMERCE.

**C. Documentation Requirements**

The Grantee must send a copy of any required audit Reporting Package as described in 2 CFR, Part 200 no later than nine (9) months after the end of the Grantee's fiscal year(s) by sending a scanned copy to [auditreview@commerce.wa.gov](mailto:auditreview@commerce.wa.gov) or a hard copy to:



Department of Commerce  
ATTN: Audit Review and Resolution Office  
1011 Plum Street SE  
PO Box 42525  
Olympia WA 98504-2525

In addition to sending a copy of the audit, when applicable, the Grantee must include:

- Corrective action plan for audit findings within three (3) months of the audit being received by COMMERCE.
- Copy of the Management Letter.

**11. CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION—PRIMARY AND LOWER TIER COVERED TRANSACTIONS**

- A. Grantee, 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:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
  2. Have not within a three-year period preceding this Grant, 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;
  3. 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
  4. Have not within a three-year period preceding the signing of this Grant had one or more public transactions (Federal, State, or local) terminated for cause of default.
- B. Where the Grantee is unable to certify to any of the statements in this Grant, the Grantee shall attach an explanation to this Grant.
- C. The Grantee agrees by signing this Grant 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 Grantee further agrees by signing this Grant 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**

- a) The lower tier Grantee certifies, by signing this Grant 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.
  - b) Where the lower tier Grantee is unable to certify to any of the statements in this Grant, such contractor shall attach an explanation to this Grant.
- 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.

**12. CODE REQUIREMENTS**

All construction and rehabilitation projects must satisfy the requirements of applicable local, state, and federal building, mechanical, plumbing, fire, energy and barrier-free codes. Compliance with the Americans with Disabilities Act of 1990 28 C.F.R. Part 35 will be required, as specified by the local building Department.

**13. CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:

1. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
  2. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
  3. All personal information in the possession of the Grantee that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
1. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant 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 Grantee 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 Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.
  2. Unauthorized Use or Disclosure. The Grantee 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.

#### **14. CONFLICT OF INTEREST**

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

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW. The Grantee and their subgrantee(s) must identify any state of Washington employees or former state employees employed or former state employees employed on the firm's governing board during the past 24 months. Identify the individual by name, the agency previously or currently employed by, job title or position held, and separation date. If it is determined by COMMERCE that a conflict of interest exists, the Grantee may be disqualified from further consideration for the award of a Grant.

In the event this Grant is terminated as provided above, COMMERCE shall be entitled to pursue the same remedies against the Grantee as it could pursue in the event of a breach of the Grant by the Grantee. The rights and remedies of COMMERCE provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which COMMERCE makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this Grant.

#### **15. COPYRIGHT PROVISIONS**

Unless otherwise provided, all Materials produced under this Grant 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 Grantee 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 Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee 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 Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, 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 Grant. The Grantee shall provide COMMERCE with prompt

written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

## **16. DISPUTES**

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Contract number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

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

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

## **17. DUPLICATE PAYMENT**

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant, subgrant/subcontract, or agreement, for the same services or expenses.

## **18. GOVERNING LAW AND VENUE**

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

## **19. INDEMNIFICATION**

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee/subcontractor or its employees.

Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subgrantee's/subcontractor's performance or failure to perform the Grant. Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

## **20. INDEPENDENT CAPACITY OF THE CONTRACTOR**

The parties intend that an independent contractor relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## 21. INDIRECT COSTS

The Grantee 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.

## 22. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

## 23. LAWS

The Grantee 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:

### United States Laws, Regulations and Circulars (Federal)

#### A. **Audits**

- 2 CFR Part 200.

#### B. **Environmental Protection and Review**

- Coastal Barrier Resources Act of 1982, 16 U.S.C. 3501 et seq.
- HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.
- Lead Based Paint Poisoning Prevention Act, 42 U.S.C. 4821-4846 also 24 CFR 982.401(j).
- National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. and the Implementing Regulations of 24 CFR 58 (HUD) and 40 CFR 1500-1508 (Council on Environmental Quality).
- Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 USC 4851-4856.

#### B. **Flood Plains**

- Flood Disaster Protection Act of 1973, 42 USC 4001-4128.

#### C. **Labor and Safety Standards**

- Convict Labor, 18 U.S.C. 751, 752, 4081, 4082.
- Davis Bacon Act, 40 U.S.C. 276a-276a-5.
- Drug-Free Workplace Act of 1988, 41 USC 701 et seq.
- Federal Fair Labor Standards Act, 29 U.S.C. 201 et seq.
- Title IV of the Lead Based Paint Poisoning Prevention Act, 42 U.S.C 4831, 24 CFR Part 35.
- Work Hours and Safety Act of 1962, 40 U.S.C. 327-330 and Department of Labor Regulations, 29 CFR Part 5.

#### D. **Laws against Discrimination**

- Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101-07, 45 CFR Part 90 Nondiscrimination in Federally Assisted Programs.
- **Americans with Disabilities Act of 1990, Public Law 101-336.**
- **Employment under Federal Contracts, Rehabilitation Act of 1973, Section 503, 29 U.S.C. 793.**
- Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375 and supplemented in U.S. Department of Labor Regulations, 41 CFR Chapter 60.
- Executive Order 11246, as amended by EO 11375, 11478, 12086 and 12102.
- Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100.
- Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.
- Fair Housing, Title VIII of the Civil Rights Act of 1968, Public Law 90-284, 42 U.S.C. 3601-19.
- Minority Business Enterprises, Executive Order 11625, 15 U.S.C. 631.
- Minority Business Enterprise Development, Executive Order 12432, 48 FR 32551.
- Nondiscrimination and Equal Opportunity, 24 CFR 5.105(a).
- Nondiscrimination in benefits, Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2002d et seq, 24 CFR Part 1.
- **Nondiscrimination in employment, Title VII of the Civil Rights Act of 1964, Public Law 88-352.**
- Section 3, Housing and Urban Development Act of 1968, 12 USC 1701u (See 24 CFR 570.607(b)).

**E. Office of Management and Budget Circulars**

- 2 CFR

**F. Other**

- Anti-Kickback Act, 18 U.S.C. 874; 40 U.S.C. 276b, 276c; 41 U.S.C. 51-54.
- Governmental Guidance for New Restrictions on Lobbying; Interim Final Guidance, Federal Register 1, Vol. 54, No. 243 Wednesday, December 20, 1989.
- Hatch Political Activity Act, 5 U.S.C. 1501-8.
- Lobbying and Disclosure, 42 USC 3537a and 3545 and 31 USC 1352. (Byrd Anti-Lobbying Amendment). 31 U.S.C. 1352 provides that Grantees who apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352. Each tier must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- Non-Supplanting Federal Funds.

**G. Privacy**

- Privacy Act of 1974, 5 U.S.C. 552a.

**H. Relocation**

- Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970 and implementing regulations at 49 CFR part 24.
- Section 104(d) of the Housing and Community Development Act of 1974 and the implementing regulations at 24 CFR part 570.

**Washington State Laws and Regulations**

- A. Affirmative action, RCW 41.06.020 (1).
- B. Boards of directors or officers of non-profit corporations – Liability - Limitations, RCW 4.24.264.
- C. Disclosure-campaign finances-lobbying, Chapter 42.17A RCW.
- D. Discrimination-human rights commission, Chapter 49.60 RCW.
- E. Ethics in public service, Chapter 42.52 RCW.
- F. Housing assistance program, Chapter 43.185 RCW
- G. Interlocal cooperation act, Chapter 39.34 RCW.
- H. Noise control, Chapter 70.107 RCW.
- I. Office of minority and women's business enterprises, Chapter 39.19 RCW and Chapter 326-02 WAC.
- J. Open public meetings act, Chapter 42.30 RCW.
- K. Prevailing wages on public works, Chapter 39.12 RCW.
- L. Public records act, Chapter 42.56 RCW.
- M. Relocation assistance - real property acquisition policy, Chapter 8.26 RCW.
- N. Shoreline management act of 1971, Chapter 90.58 RCW.
- O. State budgeting, accounting, and reporting system, Chapter 43.88 RCW.
- P. State building code, Chapter 19.27 RCW and Energy-related building standards, Chapter 19.27A RCW, and Provisions in buildings for aged and handicapped persons, Chapter 70.92 RCW.
- Q. State Coastal Zone Management Program, Publication 01-06-003, Shorelands and Environmental Assistance Program, Washington State Department of Ecology.
- R. State environmental policy, Chapter 43.21C RCW.

#### **24. LICENSING, ACCREDITATION AND REGISTRATION**

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

#### **25. LIMITATION OF AUTHORITY**

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Agent

#### **26. NONCOMPLIANCE WITH NONDISCRIMINATION LAWS**

During the performance of this Grant, the Grantee shall comply with all federal, state, and local nondiscrimination laws, regulations and policies. In the event of the Grantee's non-compliance or refusal to comply with any nondiscrimination law, regulation or policy, this Grant may be rescinded, canceled or terminated in whole or in part, and the Grantee may be declared ineligible for further Grants with COMMERCE. The Grantee shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

#### **27. NOTIFICATION OF TENANT RIGHTS/RESPONSIBILITIES**

The Grantee shall provide all tenants, if any, with information outlining tenant rights and responsibilities under the Washington State Landlord Tenant laws, Title 59, Revised Code of Washington.

The Grantee shall also provide all occupants of property acquired with U.S. Department of Housing and Urban Development (HUD) funds notice regarding their eligibility for relocation assistance. Such notices will be provided as required by the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended and referenced in 49 CFR part 24 and Section 104(d) of the Housing and Community Development Act of 1974, as amended and referenced in 24 CFR 570 and noted in HUD's Handbook No. 1378. Notifications will include but not be limited to:

- General Information Notice
- Notice of Displacement/Non-Displacement

#### **28. POLITICAL ACTIVITIES**

Political activity of Grantee employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

#### **29. PREVAILING WAGE LAW**

The Grantee certifies that all contractors and subcontractors performing work on the project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the project funded by this Grant, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Grantee shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request.

#### **30. PROCUREMENT STANDARDS FOR FEDERALLY FUNDED PROGRAMS**

A Grantee which is a local government or Indian Tribal government must establish procurement policies and procedures in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

A Grantee which is a nonprofit organization shall establish procurement policies in accordance with 2 CFR Part 200, for all purchases funded by this Grant.

The Grantee's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
  - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.

- b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
  - c. Positive efforts shall be made to use small and minority-owned businesses.
  - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Grantee, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
  - e. Contracts shall be made only with reasonable subgrantees/subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
  - f. Some form of price or cost analysis should be performed in connection with every procurement action.
  - g. Procurement records and files for purchases shall include all of the following:
    - 1) Contractor selection or rejection.
    - 2) The basis for the cost or price.
    - 3) Justification for lack of competitive bids if offers are not obtained.
  - h. A system for contract administration to ensure Grantee conformance with terms, conditions and specifications of this Grant, and to ensure adequate and timely follow-up of all purchases.
4. Grantee and Subgrantee/subcontractor must receive prior approval from COMMERCE for using funds from this Grant to enter into a sole source contract or a contract where only one bid or proposal is received when value of this Grant is expected to exceed \$5,000.

Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

### **31. PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this Grant shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the application for such funds or any other approval or concurrence under this Grant provided, however, that reasonable fees or bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as project costs.

### **32. PUBLICITY**

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE's name is mentioned, or language used from which the connection with the state of Washington's or COMMERCE's name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

### **33. RECAPTURE**

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, 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 Grantee 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 Grant.

### **34. RECORDS MAINTENANCE**

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant 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 Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, 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.

### **35. REGISTRATION WITH DEPARTMENT OF REVENUE**

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

### **36. RIGHT OF INSPECTION**

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

### **37. 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 Grant and prior to normal completion, COMMERCE may terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

### **38. SEVERABILITY**

The provisions of this Grant 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 Grant.

### **39. SUBGRANTING/SUBCONTRACTING**

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

If COMMERCE approves subcontracting, the Grantee 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 Grantee to amend its subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subcontract.

Every subcontract shall bind the Subgrantee to follow all applicable terms of this Grant. If any Subgrantee fails to comply with any applicable term or condition of this Grant, including the Scope of Work and Budget in Attachment A, the Grantee shall be responsible for completing the work itself, or contracting with another Subgrantee as approved by COMMERCE. The Grantee shall appropriately monitor the activities of the Subgrantee to assure fiscal conditions of this Grant. In no event shall the existence of a subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee'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 Subgrantee's performance of the subcontract.

### **40. SURVIVAL**

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

### **41. TAXES**

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

### **42. TERMINATION FOR CAUSE**

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

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

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the GRANTEE or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (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 Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.



## **1. TERMINATION FOR CONVENIENCE**

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

## **2. TERMINATION PROCEDURES**

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

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee 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 with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee 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 Grant.

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

1. Stop work under the Grant on the date, and to the extent specified, in the notice;
2. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
3. 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 Grantee under the orders and subgrants/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 subgrants/subcontracts;
4. 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;
5. 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 Grant had been completed, would have been required to be furnished to COMMERCE;
6. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
7. 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 Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

## **3. 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 Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

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## ATTACHMENT A — SCOPE OF WORK AND BUDGET

Contractor: City of Union Gap

Contract No. 15-62210-048

### Section A: Project Description / Deliverable

The City of Union Gap is awarded a \$21,030 CDBG Planning-Only Grant to complete the City’s Comprehensive Plan Update with Yakima Valley Conference of Governments as grant subrecipient. The project will result in compliance with Growth Management Act requirement for periodic updates. Major components of the planning project include an update to the City’s Comprehensive Park Plan, data collection/analysis and mapping in support of the City’s Comprehensive Plan review and update, development regulations review and update, and the critical areas ordinance review and update.

Total project costs are estimated at \$29,720 with funding from the City of Union Gap (\$4,620) and Yakima Valley Conference of Governments (\$4,070). The project will provide an area benefit to the City of Union Gap service area consisting of approximately 6,150 persons with 58.95 percent having low- and moderate-incomes based on HUD’s Census data.

### Section B: Project Activities, Milestones and Budget

| CDBG<br>Budget Code   | Budget<br>Amount | Project Activities<br><br>*Must complete each bulleted project activity to meet the corresponding milestone.  | Performance<br>Milestones  |
|-----------------------|------------------|---|--|
| 21A General<br>Admin. | \$0              | <ul style="list-style-type: none"> <li>▪ Execute grant contract with Commerce.</li> <li>▪ Verify the subrecipient does not have an active exclusion record in the federal award system (SAM.gov), include documentation in the CDBG file, and submit a copy to Commerce.</li> <li>▪ Establish a subrecipient agreement. Submit a signed copy to Commerce.</li> <li>▪ Establish administrative, financial, reporting, and record keeping systems.</li> </ul> | Before first payment request   |
|                       |                  | Payment requests: <ul style="list-style-type: none"> <li>▪ Review subrecipient reimbursement requests and/or project costs and invoices against project budget and contract start date.</li> <li>▪ Once costs are approved, prepare and submit payment request to Commerce.</li> <li>▪ Document receipt of grant funds and reimbursement of eligible costs.</li> </ul>  | Not more than monthly.<br>First payment request within 270 days from contract execution. |
|                       |                  | <ul style="list-style-type: none"> <li>▪ Complete applicable civil rights requirements.</li> <li>▪ Conduct an on-site monitoring of the subrecipient to verify the grant is used according to CDBG requirements and all costs reimbursed are allowable.</li> </ul>  | No later than 6 months after contract start date   |

|  |  |  |
|--|--|--|
|  | <ul style="list-style-type: none"> <li>▪ Planning activities are complete.</li> <li>▪ Resolve all monitoring issues with CDBG</li> <li>▪ Conduct a final public hearing to review project performance.</li> <li>▪ Submit plan to Commerce.</li> <li>▪ Submit a Grantee Closeout Performance Report.</li> </ul> | Before requesting final 5% of CDBG award |
|  | <ul style="list-style-type: none"> <li>▪ List CDBG expenditures in your annual Schedule of Expenditures of Federal Awards and arrange an audit with the State Auditor's Office to meet the Uniform Guidance (2 CFR Part 200).</li> </ul>   | Before audit                             |

**Section B: Project Activities, Milestones and Budget (continued)**

| CDBG Budget Code | Budget Amount | Project Activities<br>*Must complete each bulleted project activity to meet the corresponding milestone.  | Performance Milestones  |
|------------------|---------------|---|---|
| 20 Planning      | \$21,030      | <ul style="list-style-type: none"> <li>▪ Provide Commerce with documentation of compliance with CDBG regulations related to procurement of consulting services; including the RSQ/RFP publication information and documented outreach to the state Office of Minority and Women Business Enterprises (OMWBE) and encourage Section 3 local businesses.</li> <li>▪ Verify the selected consultant is not on the federal Excluded Parties List (EPLS) at <a href="http://www.sam.gov">www.sam.gov</a> and provide documentation to Commerce. Notify consultant to check EPLS eligibility of any subcontractors.</li> <li>▪ Provide Commerce with a copy of the signed contract for professional services. Include required federal provisions.</li> </ul> | Before first payment request for professional services                          |
|                  |               | <ul style="list-style-type: none"> <li>▪ Complete the environmental review for planning activities and submit the environmental review record to Commerce.</li> </ul>   | Before release of funds   |
|                  |               | <ul style="list-style-type: none"> <li>▪ Monitor program progress and compliance with applicable federal and state regulations.</li> <li>▪ Collect and analyze data relevant to the plans.</li> <li>▪ Hold community meetings to encourage citizen participation in the planning process.</li> <li>▪ Prepare draft plans and present to the city council.</li> <li>▪ Submit plan to Commerce's Growth Management Services for review and approval.</li> </ul>   | Before contract end date and before planning activities are considered complete |
|                  |               | <ul style="list-style-type: none"> <li>▪ Meet the CDBG national objective of principally benefiting low- and moderate-income (LMI) persons.</li> <li>▪ Accomplish HUD's outcome of increasing the community's availability and access to sustainable infrastructure systems to achieve HUD's objective of creating suitable living environments.</li> </ul>   | Approx. 3,625 LMI persons will benefit<br><br>End date:<br>May 31, 2018         |

|               |                 |
|---------------|-----------------|
| <b>TOTAL:</b> | <b>\$21,030</b> |
|---------------|-----------------|

## STATE AND FEDERAL REQUIREMENTS AND ASSURANCES

In addition to laws listed in the general terms and conditions of this Grant, the Grantee assures compliance with the following laws and regulations as they pertain to the local project. Contact the CDBG program if you want assistance in obtaining a copy of any of these.

### FEDERAL

#### A. HOUSING AND COMMUNITY DEVELOPMENT

1. Executive Order 11063, as amended by Executive Order 12259 (24 CFR Part 107).
2. The Housing and Community Development Act of 1974, as amended through 1992: Sections 109; 104 (b) 4; 104 (d); and 104 (l), which prohibit discrimination and require identification of housing and community development needs; a "residential anti-displacement and relocation assistance plan"; and adoption and enforcement of policies prohibiting the use of excessive force.

#### B. LABOR

1. Prohibition of Use of CDBG for Job-Pirating Activities, 24 CFR Part 570.482(f), revised June 2006.

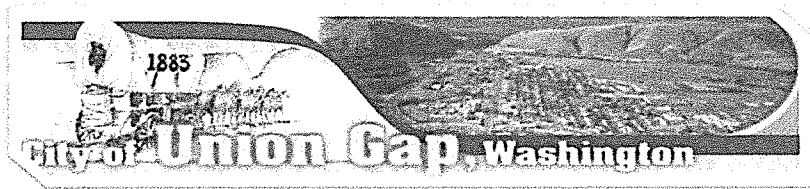
#### C. ENVIRONMENTAL AND CULTURAL

1. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
2. Executive Order 11990, May 24, 1977, as amended by Executive Order 11990: Protection of Wetlands, 42 FR 26961 et seq.
3. The Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 et seq.
4. Executive Order 11988, May 24, 1977: Floodplain Management and Wetland Protection, 42 FR 26951 et seq.
5. Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 et seq.
6. The Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 et seq.
7. The Reservoir Salvage Act of 1960, as amended by the Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469 et seq.
8. The Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f et seq., 21 U.S.C. 349, as amended, and 40 CFR Part 149.
9. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212, 33 U.S.C. Section 1251 et seq.
10. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Section 6901 et seq.
11. The Fish and Wildlife Coordination Act of 1958, as amended, 16 U.S.C. Section 661 et seq.
12. The National Historic Preservation Act of 1966, 16 U.S.C. 470
13. The Archaeological and Historical Data Preservation Act of 1974, 16 U.S.C. 469a-1 et seq.
14. Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971.
15. Farmland Protection Policy Act of 1981, 7 U.S.C. 4201 et seq., and 7 CFR Part 658.
16. Environmental Justice (Executive Order 12898), as amended by Executive Order 12948.
17. Explosive and Flammable Operations (Section 2 of the Housing Act of 1949, as amended, 42 U.S.C. 1441; Section 7(d) of the HUD Act of 1965, 42 U.S.C. 3535(d); Section 2 of the HUD Act of 1969, 42 U.S.C. 1441(a); and 24 CFR Part 51 Subpart C).

18. Airport Clear Zones and Accident Potential Zones (Section 2 of the Housing Act of 1949 as amended, 42 U.S.C. 1441), affirmed by Section 2 of the HUD Act of 1969, P.L. No 90-448, Section 7(d) of the HUD Act of 1965, 42 U.S.C. 3535(d), and 24 CFR Part 51 Subpart D.
19. Toxic Chemicals and Radioactive Materials (Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended by Superfund Amendments and Reauthorization Act and 24 CFR 58.5(i)).
20. Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency – 40 CFR Parts 6, 51, and 93).

## **STATE**

1. Relocation Assistance and Real Property Acquisition Policy, Chapter 8.26 RCW.



## City Council Communication

**Meeting Date:** July 11, 2016  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Award of Bid – Longfibre Road Extension Phase 1 & 2 Project

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**SYNOPSIS:** On June 30, 2016 a bid opening was held at City Hall Annex for the Longfibre Road Extension Phase 1 & 2 Project. Bids received have been reviewed by HLA Engineering & Land Surveying, Inc. and the results are attached for your review.

**RECOMMENDATION:** Motion to accept the most qualified, lowest responsible bidder, Cascade Bridge, LLC of Vancouver, Washington in the amount of \$1,537,350.00 for the Longfibre Road Extension – Phase 1 & 2 Project.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:**

|            |   |
|------------|---|
| SIED Loan  | \$958,000   |
| SIED Grant | \$500,000   |
| Private    | \$236,644   |
| City       | \$75,000 (Included in the 2016 Budget - Fund 124) |

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** HLA Engineering and Land Surveying Inc. "*Recommendation of Award*" letter



June 30, 2016

City of Union Gap  
107 West Ahtanum Road  
Union Gap, WA 98903

Attn: Mr. Gregory Cobb  
Interim City Manager

Re: City of Union Gap  
LONGFIBRE ROAD EXTENSION – PHASE 1  
LONGFIBRE ROAD EXTENSION – PHASE 2  
SIED Contract No.: YC-LR-14  
HLA Project No.: 14056  
Recommendation of Award

Dear Mr. Cobb:

The bid opening for the above referenced project was held at Union Gap City Hall at 10:00 a.m. on Thursday, June 30, 2016. A total of four (4) bids were received with the low bid of \$1,537,350.00, being offered by Cascade Bridge, LLC of Vancouver, Washington. This low bid is approximately one (1) percent below the Engineer's Estimate of \$1,560,305.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Union Gap award a construction contract to Cascade Bridge, LLC in the amount of \$1,537,350.00. Please send us a copy of the City of Union Gap Council minutes authorizing award of this project.

Enclosed are copies of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

A handwritten signature in black ink that reads "Terry D. Alapeteri". The signature is written in a cursive style.

Terry D. Alapeteri, PE

TDA/crf

Enclosures

Copy: Dennis Henne, Public Works Director (Email)  
Steve Sziebert, HLA (Hard Copy, Email)  
Kelly Rae, HLA (Hard Copy)



| BID SUMMARY   |   |      |          |                     |              | BIDDER #1           |              | BIDDER #2                    |              | BIDDER #3                |              |
|---|---|------|----------|---------------------|--------------|---------------------|--------------|------------------------------|--------------|--------------------------|--------------|
| Owner: CITY OF UNION GAP  |   |      |          |                     |              | Cascade Bridge, LLC |              | Granite Construction Company |              | Apollo, Inc.             |              |
| Project: LONGFIBRE ROAD EXTENSION - PHASE 1<br>LONGFIBRE ROAD EXTENSION - PHASE 2 |   |      |          |                     |              | 14215 NW 3rd Court  |              | 80 Pond Road                 |              | 1133 West Columbia Drive |              |
| HLA Project No.: 14056  |   |      |          |                     |              | Vancouver, WA 98685 |              | Yakima, WA 98901             |              | Kennewick, WA 99336      |              |
| Bid Opening Date: June 30, 2016   |   |      |          |                     |              |                     |              |                              |              |                          |              |
| Item No.  | Item Description                                  | Unit | Quantity | ENGINEER'S ESTIMATE |              | Unit Price          | Amount       | Unit Price                   | Amount       | Unit Price               | Amount       |
|   |   |      |          | Unit Price          | Amount       |                     |              |                              |              |                          |              |
| <b>SCHEDULE A - ROADWAY CONSTRUCTION</b>  |   |      |          |                     |              |                     |              |                              |              |                          |              |
| 1   | Minor Change                                      | FA   | EST.     | \$10,000.00         | \$10,000.00  | \$10,000.00         | \$10,000.00  | \$10,000.00                  | \$10,000.00  | \$10,000.00              | \$10,000.00  |
| 2   | SPCC Plan   | LS   | 1        | \$500.00            | \$500.00     | \$250.00            | \$250.00     | \$2,500.00                   | \$2,500.00   | \$1,000.00               | \$1,000.00   |
| 3   | Mobilization                                      | LS   | 1        | \$50,000.00         | \$50,000.00  | \$153,000.00        | \$153,000.00 | \$204,484.50                 | \$204,484.50 | \$140,000.00             | \$140,000.00 |
| 4   | Project Temporary Traffic Control                 | LS   | 1        | \$12,000.00         | \$12,000.00  | \$7,500.00          | \$7,500.00   | \$2,500.00                   | \$2,500.00   | \$4,000.00               | \$4,000.00   |
| 5   | Clearing and Grubbing                             | ACRE | 4.4      | \$4,000.00          | \$17,600.00  | \$7,100.00          | \$31,240.00  | \$6,500.00                   | \$28,600.00  | \$4,000.00               | \$17,600.00  |
| 6   | Unclassified Excavation Incl. Haul                | CY   | 6,590    | \$10.00             | \$65,900.00  | \$12.50             | \$82,375.00  | \$15.00                      | \$98,850.00  | \$8.50                   | \$56,015.00  |
| 7   | Shoring or Extra Excavation                       | LF   | 85       | \$2.00              | \$170.00     | \$11.00             | \$935.00     | \$50.00                      | \$4,250.00   | \$1.00                   | \$85.00      |
| 8   | Construction Geotextile for Soil Stabilization    | SY   | 9,500    | \$3.00              | \$28,500.00  | \$2.75              | \$26,125.00  | \$1.60                       | \$15,200.00  | \$2.00                   | \$19,000.00  |
| 9   | Crushed Surfacing Base Course                     | TON  | 3,200    | \$18.00             | \$57,600.00  | \$26.00             | \$83,200.00  | \$26.00                      | \$83,200.00  | \$17.00                  | \$54,400.00  |
| 10  | Asphalt Treated Base, PG 64-28                    | TON  | 3,420    | \$80.00             | \$273,600.00 | \$65.00             | \$222,300.00 | \$65.00                      | \$222,300.00 | \$96.00                  | \$328,320.00 |
| 11  | HMA Cl. 1/2-Inch PG 70-28                         | TON  | 1,710    | \$85.00             | \$145,350.00 | \$79.00             | \$135,090.00 | \$77.00                      | \$131,670.00 | \$102.00                 | \$174,420.00 |
| 12  | Schedule A Culv. Pipe, 18 In. Diam.               | LF   | 160      | \$105.00            | \$16,800.00  | \$40.00             | \$6,400.00   | \$73.00                      | \$11,680.00  | \$56.00                  | \$8,960.00   |
| 13  | Schedule 40 PVC Pipe 4 In. Diam.                  | LF   | 130      | \$5.00              | \$650.00     | \$18.00             | \$2,340.00   | \$19.25                      | \$2,502.50   | \$30.00                  | \$3,900.00   |
| 14  | Schedule A Storm Sewer Pipe, 12-In. Diam.         | LF   | 130      | \$30.00             | \$3,900.00   | \$36.00             | \$4,680.00   | \$99.00                      | \$12,870.00  | \$47.00                  | \$6,110.00   |
| 15  | Catch Basin Type 1                                | EA   | 4        | \$1,200.00          | \$4,800.00   | \$1,250.00          | \$5,000.00   | \$1,550.00                   | \$6,200.00   | \$900.00                 | \$3,600.00   |
| 16  | Adjust Manhole                                    | EA   | 3        | \$500.00            | \$1,500.00   | \$525.00            | \$1,575.00   | \$650.00                     | \$1,950.00   | \$400.00                 | \$1,200.00   |
| 17  | Select Backfill, as Directed                      | CY   | 75       | \$25.00             | \$1,875.00   | \$13.00             | \$975.00     | \$30.00                      | \$2,250.00   | \$37.00                  | \$2,775.00   |
| 18  | PVC Sanitary Sewer Pipe, 8-In. Diam.              | LF   | 85       | \$70.00             | \$5,950.00   | \$100.00            | \$8,500.00   | \$95.00                      | \$8,075.00   | \$50.00                  | \$4,250.00   |
| 19  | ESC Lead  | DAY  | 14       | \$250.00            | \$3,500.00   | \$25.00             | \$350.00     | \$150.00                     | \$2,100.00   | \$50.00                  | \$700.00     |
| 20  | Cement Conc. Traffic Curb and Gutter              | LF   | 100      | \$15.00             | \$1,500.00   | \$15.00             | \$1,500.00   | \$26.50                      | \$2,650.00   | \$23.00                  | \$2,300.00   |
| 21  | Roundabout Central Island Cement Concrete Curb    | LF   | 160      | \$35.00             | \$5,600.00   | \$18.00             | \$2,880.00   | \$30.00                      | \$4,800.00   | \$75.00                  | \$12,000.00  |
| 22  | Roundabout Truck Apron Cem. Conc. Curb and Gutter | LF   | 280      | \$18.00             | \$5,040.00   | \$25.00             | \$7,000.00   | \$17.00                      | \$4,760.00   | \$20.00                  | \$5,600.00   |
| 23  | Roundabout Cement Concrete Curb and Gutter        | LF   | 1,540    | \$30.00             | \$46,200.00  | \$14.00             | \$21,560.00  | \$14.50                      | \$22,330.00  | \$19.00                  | \$29,260.00  |
| 24  | Roundabout Splitter Island Nosing Curb            | EA   | 2        | \$400.00            | \$800.00     | \$375.00            | \$750.00     | \$245.00                     | \$490.00     | \$280.00                 | \$560.00     |
| 25  | Cement Conc. Pedestrian Curb                      | LF   | 50       | \$40.00             | \$2,000.00   | \$15.00             | \$750.00     | \$21.00                      | \$1,050.00   | \$20.00                  | \$1,000.00   |
| 26  | Beam Guardrail Type 1                             | LF   | 150      | \$50.00             | \$7,500.00   | \$45.00             | \$6,750.00   | \$45.50                      | \$6,825.00   | \$50.00                  | \$7,500.00   |
| 27  | Beam Guardrail Transition Section Type 1          | EA   | 4        | \$2,500.00          | \$10,000.00  | \$1,800.00          | \$7,200.00   | \$2,225.00                   | \$8,900.00   | \$2,200.00               | \$8,800.00   |
| 28  | Beam Guardrail Non-Flared Terminal                | EA   | 4        | \$2,500.00          | \$10,000.00  | \$3,350.00          | \$13,400.00  | \$3,300.00                   | \$13,200.00  | \$2,200.00               | \$8,800.00   |
| 29  | Cement Conc. Sidewalk, 4-Inch Thick               | SY   | 340      | \$45.00             | \$15,300.00  | \$38.00             | \$12,920.00  | \$74.00                      | \$25,160.00  | \$32.00                  | \$10,880.00  |
| 30  | Cement Conc. Curb Ramp Type Single Direction      | EA   | 2        | \$18,000.00         | \$36,000.00  | \$1,300.00          | \$2,600.00   | \$1,400.00                   | \$2,800.00   | \$700.00                 | \$1,400.00   |
| 31  | Detectable Warning Surface                        | SF   | 40       | \$18.00             | \$720.00     | \$28.00             | \$1,120.00   | \$40.50                      | \$1,620.00   | \$20.00                  | \$800.00     |

| BID SUMMARY   |   |      |          |                     |              | BIDDER #1           |              | BIDDER #2                    |              | BIDDER #3                |              |                |
|---|---|------|----------|---------------------|--------------|---------------------|--------------|------------------------------|--------------|--------------------------|--------------|----------------|
| Owner: CITY OF UNION GAP  |   |      |          |                     |              | Cascade Bridge, LLC |              | Granite Construction Company |              | Apollo, Inc.             |              |                |
| Project: LONGFIBRE ROAD EXTENSION - PHASE 1<br>LONGFIBRE ROAD EXTENSION - PHASE 2 |   |      |          |                     |              | 14215 NW 3rd Court  |              | 80 Pond Road                 |              | 1133 West Columbia Drive |              |                |
| HLA Project No.: 14056  |   |      |          |                     |              | Vancouver, WA 98685 |              | Yakima, WA 98901             |              | Kennewick, WA 99336      |              |                |
| Bid Opening Date: June 30, 2016   |   |      |          |                     |              |                     |              |                              |              |                          |              |                |
| Item No.  | Item Description                                | Unit | Quantity | ENGINEER'S ESTIMATE |              | Unit Price          | Amount       | Unit Price                   | Amount       | Unit Price               | Amount       |                |
|   |   |      |          | Unit Price          | Amount       |                     |              |                              |              |                          |              |                |
| 32  | Quarry Spalls                                   | CY   | 120      | \$25.00             | \$3,000.00   | \$62.00             | \$7,440.00   | \$71.00                      | \$8,520.00   | \$100.00                 | \$12,000.00  |                |
| 33  | Illumination System, Complete                   | LS   | 1        | \$50,000.00         | \$50,000.00  | \$66,000.00         | \$66,000.00  | \$65,000.00                  | \$65,000.00  | \$73,000.00              | \$73,000.00  |                |
| 34  | Permanent Signing                               | LS   | 1        | \$6,000.00          | \$6,000.00   | \$6,000.00          | \$6,000.00   | \$8,900.00                   | \$8,900.00   | \$12,000.00              | \$12,000.00  |                |
| 35  | Pavement Markings                               | LS   | 1        | \$6,000.00          | \$6,000.00   | \$8,000.00          | \$8,000.00   | \$10,500.00                  | \$10,500.00  | \$14,000.00              | \$14,000.00  |                |
| SCHEDULE A SUBTOTAL   |   |      |          |                     |              | \$905,855.00        |              | \$947,705.00                 |              | \$1,038,687.00           |              | \$1,036,235.00 |
| SCHEDULE B - BRIDGE CONSTRUCTION  |   |      |          |                     |              |                     |              |                              |              |                          |              |                |
| 36  | Minor Change                                    | FA   | EST.     | \$2,000.00          | \$2,000.00   | \$2,000.00          | \$2,000.00   | \$2,000.00                   | \$2,000.00   | \$2,000.00               | \$2,000.00   |                |
| 37  | Structure Excavation Class A                    | CY   | 135      | \$50.00             | \$6,750.00   | \$20.00             | \$2,700.00   | \$115.00                     | \$15,525.00  | \$25.00                  | \$3,375.00   |                |
| 38  | Shoring or Extra Excavation Class A             | LS   | 1        | \$1,500.00          | \$1,500.00   | \$5,000.00          | \$5,000.00   | \$1,000.00                   | \$1,000.00   | \$1.00                   | \$1.00       |                |
| 39  | Superstructure                                  | LS   | 1        | \$365,000.00        | \$365,000.00 | \$345,000.00        | \$345,000.00 | \$340,000.00                 | \$340,000.00 | \$325,000.00             | \$325,000.00 |                |
| 40  | Conc. Class 4000 for Abutment                   | CY   | 40       | \$725.00            | \$29,000.00  | \$1,000.00          | \$40,000.00  | \$1,100.00                   | \$44,000.00  | \$1,440.00               | \$57,600.00  |                |
| 41  | St. Reinf. Bar for Abutment                     | LB   | 10,050   | \$1.00              | \$10,050.00  | \$1.20              | \$12,060.00  | \$1.00                       | \$10,050.00  | \$0.90                   | \$9,045.00   |                |
| 42  | Bridge Approach Slab                            | SY   | 380      | \$180.00            | \$68,400.00  | \$200.00            | \$76,000.00  | \$210.00                     | \$79,800.00  | \$300.00                 | \$114,000.00 |                |
| 43  | Furnishing and Driving Concrete Test Pile       | EA   | 1        | \$7,000.00          | \$7,000.00   | \$6,000.00          | \$6,000.00   | \$10,000.00                  | \$10,000.00  | \$7,000.00               | \$7,000.00   |                |
| 44  | Furnishing Conc. Piling (1'-2" Diam.)           | LF   | 580      | \$65.00             | \$37,700.00  | \$40.00             | \$23,200.00  | \$44.00                      | \$25,520.00  | \$78.00                  | \$45,240.00  |                |
| 45  | Driving Conc. Pile (1'-2" Diam.)                | EA   | 25       | \$2,800.00          | \$70,000.00  | \$1,500.00          | \$37,500.00  | \$1,500.00                   | \$37,500.00  | \$1,600.00               | \$40,000.00  |                |
| 46  | Furnishing Steel Pile Tip or Shoe (1'-2" Diam.) | EA   | 25       | \$300.00            | \$7,500.00   | \$250.00            | \$6,250.00   | \$225.00                     | \$5,625.00   | \$200.00                 | \$5,000.00   |                |
| 47  | Bridge Railing Type Pedestrian                  | LF   | 173      | \$100.00            | \$17,300.00  | \$70.00             | \$12,110.00  | \$75.00                      | \$12,975.00  | \$90.00                  | \$15,570.00  |                |
| 48  | Cast-in-Place Conc. Barrier                     | LF   | 175      | \$130.00            | \$22,750.00  | \$75.00             | \$13,125.00  | \$80.00                      | \$14,000.00  | \$140.00                 | \$24,500.00  |                |
| 49  | Mitigation Plantings                            | LS   | 1        | \$5,000.00          | \$5,000.00   | \$2,500.00          | \$2,500.00   | \$7,500.00                   | \$7,500.00   | \$20,000.00              | \$20,000.00  |                |
| 50  | Quarry Spalls                                   | CY   | 100      | \$45.00             | \$4,500.00   | \$62.00             | \$6,200.00   | \$150.00                     | \$15,000.00  | \$100.00                 | \$10,000.00  |                |
| SCHEDULE B SUBTOTAL   |   |      |          |                     |              | \$654,450.00        |              | \$589,645.00                 |              | \$620,495.00             |              | \$678,331.00   |
| SCHEDULES A AND B TOTAL   |   |      |          |                     |              | \$1,560,305.00      |              | \$1,537,350.00               |              | \$1,659,182.00           |              | \$1,714,566.00 |

| BID SUMMARY  |                  |      |          |                     | BIDDER #1           |   | BIDDER #2                    |            | BIDDER #3                |            |        |                                 |  |
|--|------------------|------|----------|---------------------|---------------------|---|------------------------------|------------|--------------------------|------------|--------|---------------------------------|--|
| Owner: CITY OF UNION GAP   |                  |      |          |                     | Cascade Bridge, LLC |   | Granite Construction Company |            | Apollo, Inc.             |            |        |                                 |  |
| Project: LONGFIBRE ROAD EXTENSION - PHASE 1<br>LONGFIBRE ROAD EXTENSION - PHASE 2  |                  |      |          |                     | 14215 NW 3rd Court  |   | 80 Pond Road                 |            | 1133 West Columbia Drive |            |        |                                 |  |
| HLA Project No.: 14056   |                  |      |          |                     | Vancouver, WA 98685 |   | Yakima, WA 98901             |            | Kennewick, WA 99336      |            |        |                                 |  |
| Bid Opening Date: June 30, 2016  |                  |      |          |                     |                     |   |                              |            |                          |            |        |                                 |  |
| Item No.   | Item Description | Unit | Quantity | ENGINEER'S ESTIMATE |                     | Unit Price                                | Amount                       | Unit Price | Amount                   | Unit Price | Amount |                                 |  |
|  |                  |      |          | Unit Price          | Amount              |   |                              |            |                          |            |        |                                 |  |
| <b>ENGINEER'S REPORT</b>   |                  |      |          |                     |                     | <b>ADDITIONAL BID TOTALS</b>              |                              |            |                          |            |        |                                 |  |
| Competitive bids were opened on June 30, 2016. All bids have been reviewed by this office.<br>I recommend the contract be awarded to: Cascade Bridge, LLC<br><br><br><div style="display:flex; justify-content:space-between; align-items:flex-end;"> <div style="text-align:center;"> <br/>           Project Engineer         </div> <div style="text-align:center;"> <span style="font-size:1.5em; font-family:monospace;">6/30/16</span><br/>           Date         </div> </div> |                  |      |          |                     |                     | <b>BIDDER</b>                             |                              |            |                          |            |        | <b>BID TOTAL</b>                |  |
|  |                  |      |          |                     |                     |   |                              |            |                          |            |        | Columbia Asphalt & Gravel, Inc. |  |
|  |                  |      |          |                     |                     |   |                              |            |                          |            |        |                                 |  |
|  |                  |      |          |                     |                     |   |                              |            |                          |            |        |                                 |  |
|  |                  |      |          |                     |                     |   |                              |            |                          |            |        |                                 |  |
|  |                  |      |          |                     |                     |   |                              |            |                          |            |        |                                 |  |
|  |                  |      |          |                     |                     |   |                              |            |                          |            |        |                                 |  |
|  |                  |      |          |                     |                     |   |                              |            |                          |            |        |                                 |  |
|  |                  |      |          |                     |                     |   |                              |            |                          |            |        |                                 |  |
|  |                  |      |          |                     |                     |   |                              |            |                          |            |        |                                 |  |
|  |                  |      |          |                     |                     |   |                              |            |                          |            |        |                                 |  |
| *Bid results can be found at: <a href="http://www.hlacivil.com">www.hlacivil.com</a>   |                  |      |          |                     |                     | *Highlighted amounts have been corrected. |                              |            |                          |            |        |                                 |  |



## City Council Communication

**Meeting Date:** July 11, 2016  
**From:** Dennis Henne, Director of Public Works & Community Development  
**Topic/Issue:** Award of Bid – Cahalan Park Skatepark

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**SYNOPSIS:** On June 23, 2016 a bid opening was held at City Hall Annex for the Cahalan Skatepark. Bids received have been reviewed by HLA Engineering & Land Surveying, Inc. and the results are attached for your review.

The project will have additional costs associated with staging/sitting area, drinking fountain, etc. estimated at \$36,000 included in the approved budget.

**RECOMMENDATION:** Motion to accept the most qualified, lowest responsible bidder, Grindline Skateparks, Inc. in the amount of \$189,120.95 for the Cahalan Skatepark Project.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:**

|   |                            |
|---|----------------------------|
| Estimated Cost of Skatepark               | \$225,000.00               |
| Skatepark Donations to Date               | (64,783.29)                |
| Marijuana Sales Tax Revenue to Date       | <u>(33,739.10)</u>         |
| Current Expense Interfund Loan (001 fund) | \$126,477.61               |
| Annual Principal Payment                  | \$ 25,295.52 plus interest |

**BACKGROUND INFORMATION:**

- 05/27/14 Council authorized submission of grant agreement and set aside \$50,000 from the city toward it.
- 07/28/14 Tony Hawk grant agreement for \$7,500 approved.
- 12/08/14 2015 budget passed including the city contribution to skatepark.
- 06/08/15 Resolution approved to hire Grindline Skateparks, Inc. to design skatepark.
- 03/14/16 Council adopted an ordinance approving an interfund loan from Current Expense to the Park Development Reserve Fund for a period of 5 years; repaying it with marijuana sales tax revenue.

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** HLA Engineering and Land Surveying Inc. "Recommendation of Award" letter

June 23, 2016

City of Union Gap  
105 W. Ahtanum Road  
Union Gap, WA 98903

Attn: Mr. Gregory Cobb  
Interim City Manager

Re: City of Union Gap  
UNION GAP SKATEPARK  
HLA Project No.: 16012  
Recommendation of Award

Dear Mr. Cobb:

The bid opening for the above referenced project was held at Union Gap City Hall at 11:00 a.m. on Thursday, June 23, 2016. A total of one (1) bid was received with a bid of \$189,120.95, being offered by Grindline Skateparks, Inc. of Seattle, Washington. This low bid is approximately one (1) percent below the Engineer's Estimate of \$191,337.00.

We have reviewed and checked the bid proposals of all bidders and recommend the City of Union Gap award a construction contract to Grindline Skateparks, Inc. in the amount of \$189,120.95. Please send us a copy of the City of Union Gap Council minutes authorizing award of this project.

Enclosed are copies of the project Bid Summary for your review. Please advise if we may answer any questions or provide additional information.

Very truly yours,

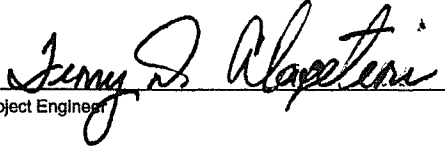
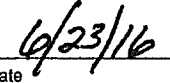



Terry D. Alapeteri, PE

TDA/crf

Enclosures

Copy: Dennis Henne, Public Works Director (Email)  
Steve Sziebert, HLA  
Kelly Rae, HLA

| BID SUMMARY   |                  |      |          |                     |              | BIDDER #1  |              | BIDDER #2    |        | BIDDER #3  |        |           |  |  |  |  |  |
|---|------------------|------|----------|---------------------|--------------|--|--------------|--------------|--------|------------|--------|-----------|--|--|--|--|--|
| <b>Owner:</b> CITY OF UNION GAP<br><b>Project:</b> UNION GAP SKATEPARK<br><b>HLA Project No.:</b> 16012<br><b>Bid Opening Date:</b> June 23, 2016   |                  |      |          |                     |              | Grindline Skateparks, Inc.<br>4619 14th Ave. S.W.<br>Seattle, WA 98106 |              |              |        |            |        |           |  |  |  |  |  |
| Item No.  | Item Description | Unit | Quantity | ENGINEER'S ESTIMATE |              | Unit Price   | Amount       | Unit Price   | Amount | Unit Price | Amount |           |  |  |  |  |  |
|   |                  |      |          | Unit Price          | Amount       |  |              |              |        |            |        |           |  |  |  |  |  |
| 1   | Total Base Bid   | LS   | 1        | \$177,000.00        | \$177,000.00 | \$174,950.00   | \$174,950.00 |              |        |            |        |           |  |  |  |  |  |
| BID SUBTOTAL  |                  |      |          |                     |              | \$177,000.00   |              | \$174,950.00 |        |            |        |           |  |  |  |  |  |
| 8.1% STATE SALES TAX  |                  |      |          |                     |              | \$14,337.00  |              | \$14,170.95  |        |            |        |           |  |  |  |  |  |
| BID TOTAL   |                  |      |          |                     |              | \$191,337.00   |              | \$189,120.95 |        |            |        |           |  |  |  |  |  |
| ENGINEER'S REPORT   |                  |      |          |                     |              | ADDITIONAL BID TOTALS  |              |              |        |            |        |           |  |  |  |  |  |
| <p>Competitive bids were opened on June 23, 2016. All bids have been reviewed by this office.<br/>           I recommend the contract be awarded to: Grindline Skateparks, Inc.</p> <p style="text-align: center;"> <br/>           Project Engineer         </p> <p style="text-align: center;"> <br/>           Date         </p> <p style="text-align: center;">  </p> <p>*Bid results can be found at: <a href="http://www.hiacivil.com">www.hiacivil.com</a></p> |                  |      |          |                     |              | BIDDER   |              |              |        |            |        | BID TOTAL |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              |  |              |              |        |            |        |           |  |  |  |  |  |
|   |                  |      |          |                     |              | *Highlighted amounts have been corrected.                              |              |              |        |            |        |           |  |  |  |  |  |

# **CONSENT AGENDA**

***UNION GAP CITY COUNCIL REGULAR MEETING  
UNION GAP COUNCIL CHAMBERS  
Union Gap, Washington  
June 27, 2016 Regular Meeting  
MINUTES***

|                                |  |
|--------------------------------|--|
| <u>Call to Order</u>           | Mayor Wentz called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.   |
| <u>Council Members Present</u> | Council Members Lenz, Carney, Olson, Matson and Schilling were present.  |
| <u>Staff Present</u>           | City Attorney Brown, Interim City Manager Cobb, Finance and Administration Director Clifton, Deputy Clerk Treasurer Bisconer, Public Works/Community Development Director Henne and Fire Chief Stewart were present.   |
| <u>Audience Present</u>        | See attached list.   |
| <u>Moment of Silence</u>       | Mayor Wentz called for a moment of silence in memory of long-time citizen Herb Butler.   |
| <u>Pledge of Allegiance</u>    | Mayor Wentz led the Pledge of Allegiance.  |
| <u>Excuse Council Member</u>   | Motion by Council Member Olson, second by Council Member Lenz to excuse Council Member Butler. Motion carried unanimously.   |
| <u>Consent Agenda</u>          | <p>Motion by Council Member Lenz, second by Council Member Carney to approve the consent agenda as follows:</p> <p>Regular Council Meeting Minutes, dated June 13, 2016, as attached to the Agenda and maintained in electronic format.</p> <p>Claims Vouchers – EFT’s and Voucher Nos. 92588 through 92678 for June 27, 2016, in the amount of \$184,890.89.</p> <p>Motion carried unanimously.</p>   |
| <u>Items from the Audience</u> | <p>Citizen Dawn Rodrigues of 2206 Cornell complained about the weedy lots located on the north and south sides of her property.</p> <p>Citizen Paul Fulsom of 2202 Cornell complained about abandoned vehicles, especially on main thoroughfares throughout the city; and City officials who do not stop at stop signs.</p> <p>Debra Manjarrez introduced herself to the Council explaining that she is running for the County Commissioner District 2 position that is currently being held by Kevin Bouchey.</p> |



*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 27, 2016*

General Items

Public Hearing – Six Year  
Transportation Improvement  
Program Amendment

Mayor Wentz opened the public hearing at 6:10 p.m. Public Works & Community Development Director Henne presented the Six Year Transportation Improvement Program Amendment. No comments were received from the audience and no written comments were received. Mayor Wentz closed the public hearing at 6:18 p.m.

Public Works/Community  
Development

Resolution No. 16-33 –  
Adopting Amended Six Year  
Transportation Improvement  
Program

Motion by Council member Olson, second by Council Member Carney adopting the amended Six Year Transportation Improvement Program. Motion carried unanimously.

Resolution No. 16-34 –  
Selection of Consulting Firm  
– Regional Beltway  
Connector.

Motion by Council Member Carney, second by Council Member Lenz selecting Lochner Engineering as the consulting firm for the Regional Beltway Connector. Motion carried unanimously.

Award Bid – Cahalan Park  
Skatepark

Motion by Council Member Matson, second by Council Member Lenz to award the bid for the Cahalan Park Skatepark to Grindline Skateparks, Inc. Those voting on the motion; Ayes – Lenz, Matson, and Wentz. Nays – Carney, Olson, and Schilling. Motion Fails and is tabled to the next meeting.

City Council

City Manager Interviews

John Ardaugh answered questions from the Council regarding his qualifications to serve as City Manager.

Mayor Wentz adjourned to a 30 minute executive session at 6:59 p.m. to evaluate the qualifications of an applicant for public employment, pursuant to RCW 42.30.110(g). At 7:29 p.m. Mayor Wentz reconvened.

Timothy Beinert answered questions from the Council regarding his qualifications to serve as City Manager.

Mayor Wentz adjourned to a 14 minute executive session at 8:15 p.m. to evaluate the qualifications of an applicant for public employment, pursuant to RCW 42.30.110(g). At 8:29 p.m. Mayor Wentz reconvened.

Arlene Fisher-Maurer answered questions from the Council regarding her qualifications to serve as City Manager.

Mayor Wentz adjourned to a 10 minute executive session at 9:09 p.m. to

*CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – June 27, 2016*

evaluate the qualifications of an applicant for public employment, pursuant to RCW 42.30.110(g). At 9:19 p.m. Mayor Wentz reconvened.

Items from the Audience None.

City Manager Report None.

Communications/Questions/Comments None.

Development of next agenda Nothing.

Any other Business None.

Recess to 15 – Minutes Executive Session At 9:25 p.m. Mayor Wentz announced a 15 minute executive session to evaluate the qualifications of an applicant for public employment, Pursuant to RCW 42.30.110(g). Mayor Wentz, Council Members Lenz, Carney, Olson, Schilling, and Matson, Interim City Manager Cobb, City Attorney Brown, attended. At 9:40 p.m. Mayor Wentz extended the executive session an additional 10 minutes. Mayor Wentz reconvened at 9:50 p.m.

Motion by Council Member Olson, second by Council Member Carney to authorize the Interim City Manager to negotiate an employment contract with Arlene Fisher-Maurer for the position of City Manager. Motion carried unanimously.

Adjournment of Meeting Mayor Wentz adjourned the June 27, 2016 Regular Council Meeting at 9:56 p.m.

\_\_\_\_\_  
Greg Cobb, Interim City Manager

ATTEST:

\_\_\_\_\_  
Karen Clifton, City Clerk





## City Council Communication

**Meeting Date:** July 11, 2016  
**From:** Karen Clifton, Director of Finance and Administration  
**Topic/Issue:** Claim Vouchers – July 11, 2016

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**SYNOPSIS:** Claim Vouchers Dated July 11, 2016

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 92679 through 92680, and 92688 through 92767, and 92781 through 92787 in the amount of \$873,811.44.

**LEGAL REVIEW:** N/A

**FINANCIAL REVIEW:** N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

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

# WARRANT/CHECK REGISTER

CITY OF UNION GAP  
MCAG #: 0853

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| Trans | Date       | Type   | Acct # | War # | Claimant                     | Amount    | Memo   |
|-------|------------|--------|--------|-------|------------------------------|-----------|--|
| 3680  | 07/11/2016 | Claims | 2      | EFT   | INTEGRA TELECOM              | 2,507.67  | PD PHONES JUNE 2016; PD PHONE 07/03/16-8/02/2016; CH/FD-7/2016; SR CTR-7/2016  |
| 3681  | 07/11/2016 | Claims | 2      | EFT   | SPECTRUM BUSINESS            | 214.98    | CH INTERNET-7/09/16-8/08/2016  |
| 3682  | 07/11/2016 | Claims | 2      | EFT   | US BANK CARDMEMBER SVC       | 329.10    | DOR MEETING; COFFEE & WATER FOR COUNCIL MEETING; 2016 AWC ANNUAL CONFERENCE; CITY MANAGER INTERVIEW TRAVEL; BACKGROUND CHECK |
| 3576  | 06/27/2016 | Claims | 2      | 92679 | UNITED STATES POSTMASTER     | 547.93    | CONSUMER CONFIDENCE REPORT   |
| 3608  | 06/29/2016 | Claims | 2      | 92680 | JOHN R ARDAUGH               | 82.14     | REIMBURSE TRAVEL   |
| 3690  | 07/11/2016 | Claims | 2      | 92688 | BURROWS TRACTOR COMPANY      | 152.72    | SPACER, SPINNER, BLADES  |
| 3691  | 07/11/2016 | Claims | 2      | 92689 | CANON FINACIAL SERVICES      | 313.66    | PD COPIER CONTRACT JUNE 2016   |
| 3692  | 07/11/2016 | Claims | 2      | 92690 | CARMEN CAPETILLO             | 150.00    | BARN DEPOSIT REFUND  |
| 3693  | 07/11/2016 | Claims | 2      | 92691 | CAREY MOTORS                 | 599.94    | BRAKE JOB CAR 19/TIRE BALANCE AND ROTATE CAR 24  |
| 3694  | 07/11/2016 | Claims | 2      | 92692 | CASCADE ANALYTICAL INC       | 903.99    | WASTEWATER SAMPLING  |
| 3695  | 07/11/2016 | Claims | 2      | 92693 | CASCADE VALLEY LUBE          | 40.46     | BASIC SERVICE TRK # 1012   |
| 3696  | 07/11/2016 | Claims | 2      | 92694 | CENTRAL PRE-MIX CONCRETE CO. | 327.09    | 6/16/16 3/8" PEA GRAVEL  |
| 3697  | 07/11/2016 | Claims | 2      | 92695 | CENTRAL VALLEY GLASS INC.    | 118.91    | 28 1/2 X 27 7/8 INSTALLED  |
| 3698  | 07/11/2016 | Claims | 2      | 92696 | CENTURY LINK                 | 14.55     | PD PHONES JUNE 2016  |
| 3699  | 07/11/2016 | Claims | 2      | 92697 | CENTURY LINK                 | 694.82    | WA TELEMERTY-6/2016; CH-6/2016; AG MUSEUM-6/2016; PW - 6/2016  |
| 3700  | 07/11/2016 | Claims | 2      | 92698 | CINTAS CORP #605             | 262.04    | CITY HALL, SENIOR CENTER MOP AND MAT   |
| 3701  | 07/11/2016 | Claims | 2      | 92699 | CITIBANK CREDIT CARD         | 1,700.19  | COUNCIL MEETING MEAL - 6/27/16; CITY MANAGER INTERVIEW TRAVEL  |
| 3702  | 07/11/2016 | Claims | 2      | 92700 | CLASSIC CAR WASH             | 89.25     | PD CAR WASHES MAY 2016   |
| 3703  | 07/11/2016 | Claims | 2      | 92701 | COLUMBIA FORD                | 32,507.33 | NEW VEHICLH 1FM5K8AR2GGC93280  |
| 3704  | 07/11/2016 | Claims | 2      | 92702 | DAILY JOURNAL OF COMMERCE    | 503.10    | BC: LONGFIBRE RD EXT PH  |
| 3705  | 07/11/2016 | Claims | 2      | 92703 | MARIA DEL ROCIO              | 150.00    | AB BUILDING DEPOSIT REFUND   |
| 3706  | 07/11/2016 | Claims | 2      | 92704 | DIVCO INC                    | 208.63    | LITE COMMERCIAL MAINTENANCE 04/16-06/16  |
| 3707  | 07/11/2016 | Claims | 2      | 92705 | FASTENAL                     | 23.21     | 12MM1.75X25 8.8HCS Z, M12 SPLIT L/W ZP, 271 THRDLCCKER 10 ML   |
| 3708  | 07/11/2016 | Claims | 2      | 92706 | LORENA FERNANDEZ             | 150.00    | ACTIVITIES BUILDING REFUND   |
| 3709  | 07/11/2016 | Claims | 2      | 92707 | FRANKS OK TIRE STORE         | 237.55    | ST225/75R15 E 250 GOLCR GOLD CROWN ST RADIAL TRAILER BSW   |
| 3710  | 07/11/2016 | Claims | 2      | 92708 | FREEDOM TRUCK CENTERS INC    | 41.08     | TERM FEM   |
| 3711  | 07/11/2016 | Claims | 2      | 92709 | FUTURE LINK COMMUNICATIONS   | 237.82    | PATROL PHONES/SET UP 1222; PHONE EXTENSION FW FRM UG FIRE TO YAKIMA  |
| 3712  | 07/11/2016 | Claims | 2      | 92710 | G.S. LONG CO., INC.          | 931.23    | PARROT, ANTI-FOAM, GENESIS, GLYPHOSATE   |

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| Trans | Date       | Type   | Acct # | War # | Claimant                             | Amount    | Memo   |
|-------|------------|--------|--------|-------|--------------------------------------|-----------|--|
| 3713  | 07/11/2016 | Claims | 2      | 92711 | GAP AUTO PARTS                       | 395.97    | RADIAL SEAL OUTER AIR; STARTER HEAT SHEILD, SHOCK ABSORBERS, MIRROR; BLACK, FLAT BLACK; H/D CIRCUIT TESTER   |
| 3714  | 07/11/2016 | Claims | 2      | 92712 | GEARJAMMER                           | 1,385.00  | PD FUEL MAY 16-31 2016   |
| 3715  | 07/11/2016 | Claims | 2      | 92713 | GENE WEINMANN CONSULTING             | 63.80     | CDBG REHAB COORDINATOR & OFFICE SUPPLY-6/16  |
| 3716  | 07/11/2016 | Claims | 2      | 92714 | GILLIHAN LAW OFFICE PLLC             | 5,700.00  | PUBLIC DEFENDER SVC-6/2016   |
| 3717  | 07/11/2016 | Claims | 2      | 92715 | ARCELIA GONZALEZ                     | 55.00     | REFUND   |
| 3718  | 07/11/2016 | Claims | 2      | 92716 | GRANT J HUNT CO                      | 4,332.19  | DESIGN & MARKETING SVC-5/2016; OLD TOWN DAYS SUPPLY  |
| 3719  | 07/11/2016 | Claims | 2      | 92717 | GROCERY OUTLET                       | 54.19     | SNR SNACK  |
| 3720  | 07/11/2016 | Claims | 2      | 92718 | HENDO'S ACCESSORIES INC.             | 135.25    | PD OFFICE WINDOW TINT  |
| 3721  | 07/11/2016 | Claims | 2      | 92719 | HILLBILLY HAULERS                    | 238.00    | PD LAWN CARE JUNE 2016   |
| 3722  | 07/11/2016 | Claims | 2      | 92720 | HLA ENGINEERING & LAND SURVEYING INC | 71,565.98 | PROFESSIONAL ENGINEERING SERVICES  |
| 3723  | 07/11/2016 | Claims | 2      | 92721 | KELLER SUPPLY CO                     | 32.80     | UR REPAIR KIT  |
| 3724  | 07/11/2016 | Claims | 2      | 92722 | KELLY IMAGING SYSTEMS                | 119.02    | SERVICE ON OKI MC362W  |
| 3725  | 07/11/2016 | Claims | 2      | 92723 | KIMS GOT SMOKE BBQ                   | 416.96    | WELLNESS APPRECIATION LUNCH-PD   |
| 3726  | 07/11/2016 | Claims | 2      | 92724 | KNOBELS ELECTRIC INC                 | 518.96    | REPAIR SIGN BRIDGE LT  |
| 3727  | 07/11/2016 | Claims | 2      | 92725 | LOWES COMPANY INC                    | 428.54    | 25FT SELF-LOCK;KOBALT PRO GINDER;CNANELLOCK 8-IN;IWN 8-IN;KBLT 23 PC STAR; BHK 2-3/4-IN SS SPRING; CURT 1/2-IN RND EYE; LIGHTED MECHANICAL PICK-0' ;EM 1/2-INX50FT TWST; TIDE PLUS DOWNY.; CAUTION TAPE, |
| 3728  | 07/11/2016 | Claims | 2      | 92726 | MEDSTAR CABULANCE,                   | 55,770.62 | DIAL A RIDE / FIXED ROUTE-JUNE 2016  |
| 3729  | 07/11/2016 | Claims | 2      | 92727 | JOSH MERRILL                         | 119.99    | OVERPAYMENT REFUND   |
| 3730  | 07/11/2016 | Claims | 2      | 92728 | TERESITA MORFIN RUIZ                 | 150.00    | WATER DEPOSIT REFUND   |
| 3731  | 07/11/2016 | Claims | 2      | 92729 | MORTONS SUPPLY                       | 35.64     | SLIP FIX, GREY CEMENT, PRIMER; REBAR   |
| 3732  | 07/11/2016 | Claims | 2      | 92730 | ROBERT R NORTHCOTT                   | 1,450.00  | PUBLIC DEFENDER-CONTRACTED CASES; PUBLIC DEFENDER-6/14/2016-6/21/206   |
| 3733  | 07/11/2016 | Claims | 2      | 92731 | OFFICE DEPOT                         | 713.42    | PENS, INDEX MARKERS ETC; CERTIFICATE FOLDERS, SEALS & RULER; BANKERS BOXES; GEL PENS; 2016 BUDGET BOOKS; BAG TAMP EVD; DESK FILE TAB & GEL PENS  |
| 3734  | 07/11/2016 | Claims | 2      | 92732 | OFFICE SOLUTIONS NORTHWEST           | 62.56     | BANKER BOXES AND DESKPAD   |
| 3735  | 07/11/2016 | Claims | 2      | 92733 | ONE CALL CONCEPTS INC                | 30.36     | UTILITY LOCATES - 06/2016  |
| 3736  | 07/11/2016 | Claims | 2      | 92734 | SANDRO ORTEGA                        | 17.42     | OVERPAYMENT REFUND   |
| 3737  | 07/11/2016 | Claims | 2      | 92735 | SANDRO ORTEGA                        | 6.98      | OVERPAYMENT REFUND   |
| 3738  | 07/11/2016 | Claims | 2      | 92736 | PACIFIC POWER                        | 429.70    | PD POWER JUNE 2016   |
| 3739  | 07/11/2016 | Claims | 2      | 92737 | PRINT GUYS INC                       | 2,518.69  | CONSUMER CONFIDENCE REPORT 2016; 2016 SUMMER NEWSLETTER  |

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| Trans | Date       | Type   | Acct # | War # | Claimant                            | Amount     | Memo   |
|-------|------------|--------|--------|-------|-------------------------------------|------------|--|
| 3740  | 07/11/2016 | Claims | 2      | 92738 | REFRIGERATION<br>EQUIPMENT CO., INC | 1,729.60   | REFURBISHED ALTO SHAM<br>COOK AND HOLD                                   |
| 3741  | 07/11/2016 | Claims | 2      | 92739 | REPUBLIC PUBLISHING CO              | 740.61     | ADVERTISEMENT FOR BIDS-<br>LONGFIBRE RD EXTENSION<br>PHASE 1 & 2         |
| 3742  | 07/11/2016 | Claims | 2      | 92740 | SEARS COMMERCIAL ONE                | 220.51     | JANITOR VACCUM   |
| 3743  | 07/11/2016 | Claims | 2      | 92741 | SHUELS WHOLESALE<br>LUMBER          | 122.59     | 4X4- 12' TREATED   |
| 3744  | 07/11/2016 | Claims | 2      | 92742 | DON C. SMITH                        | 766.33     | LEOFF 1 RETIREE RX   |
| 3745  | 07/11/2016 | Claims | 2      | 92743 | SUNFAIR CHEVROLET                   | 54.48      | (S) PLATE  |
| 3746  | 07/11/2016 | Claims | 2      | 92744 | SUPPLYWORKS                         | 73.83      | PD HAND SANITIZER  |
| 3747  | 07/11/2016 | Claims | 2      | 92745 | THE VINE VENUE INC                  | 147.00     | VENUE<br>MANAGEMENT-JUNE 2016  |
| 3748  | 07/11/2016 | Claims | 2      | 92746 | TRUE LAW GROUP, PS                  | 145.00     | PUBLIC DEFENDER  |
| 3749  | 07/11/2016 | Claims | 2      | 92747 | U-HAUL MOVING &<br>STORAGE          | 150.95     | CH STORAGE - 07/2016   |
| 3750  | 07/11/2016 | Claims | 2      | 92748 | UNION GAP WATER FUND &<br>SEWER     | 11,526.73  | FULLBRIGHT TIRE<br>REMOVAL   |
| 3751  | 07/11/2016 | Claims | 2      | 92749 | UNITED BUSINESS<br>MACHINES         | 77.19      | KYROCERA MITA/KM-3050<br>LEASE-5/15/16-6/14/16                           |
| 3752  | 07/11/2016 | Claims | 2      | 92750 | UNITED PARCEL SERVICE               | 25.96      | PD SHIPPING MAY 2016   |
| 3753  | 07/11/2016 | Claims | 2      | 92751 | UNITED STATES POSTAL<br>SERVICE     | 102.00     | POST OFFICE BOX<br>RENEWAL 2016  |
| 3754  | 07/11/2016 | Claims | 2      | 92752 | UNUM LIFE INSURANCE                 | 92.40      | LEOFF 1 LONG TERM CARE -<br>6/2016                                       |
| 3755  | 07/11/2016 | Claims | 2      | 92753 | VALLEY SEPTIC SERVICE               | 1,356.00   | OTD- TOILET/SINK RENTAL  |
| 3756  | 07/11/2016 | Claims | 2      | 92754 | ROBERT VELASQUEZ                    | 77.36      | OVERPAYMENT REFUND   |
| 3757  | 07/11/2016 | Claims | 2      | 92755 | VERIZON WIRELESS - PD<br>#342054055 | 1,755.24   | PD/FD PHONES JUNE 2016   |
| 3758  | 07/11/2016 | Claims | 2      | 92756 | VERIZON WIRELESS - PW<br>#542075407 | 425.54     | PW-6/2016  |
| 3759  | 07/11/2016 | Claims | 2      | 92757 | WA ASSOC OF BUILDING<br>OFFICIALS   | 95.00      | WABO ANNUAL BUSINESS<br>MEETING 2016                                     |
| 3760  | 07/11/2016 | Claims | 2      | 92758 | WA STATE DEPT OF<br>LICENSING       | 30.00      | NOTARY HUTH  |
| 3761  | 07/11/2016 | Claims | 2      | 92759 | WA STATE DEPT OF<br>REVENUE         | 11,142.20  | EXCISE TAX - 05/2016   |
| 3762  | 07/11/2016 | Claims | 2      | 92760 | WA STATE PATROL                     | 1,183.00   | PD BACKGROUND CHECKS<br>JUNE 2016; ACCESS USER<br>FEE JUNE 2016          |
| 3763  | 07/11/2016 | Claims | 2      | 92761 | WHITE GLOVE CLEANING<br>SERVICES    | 506.00     | OFFICE CLEANING-JUNE<br>6,9,14,16 & 4/18/16                              |
| 3764  | 07/11/2016 | Claims | 2      | 92762 | BARRY M WOODARD                     | 2,960.00   | PUBLIC DEFENDER-6/2016   |
| 3765  | 07/11/2016 | Claims | 2      | 92763 | YAKIMA 4TH OF JULY<br>COMMITTEE     | 1,000.00   | 4TH OF JULY CELEBRATION  |
| 3766  | 07/11/2016 | Claims | 2      | 92764 | YAKIMA CITY TREASURER               | 303,248.00 | 2ND QTR FIRE PROTECTION<br>SERVICES                                      |
| 3767  | 07/11/2016 | Claims | 2      | 92765 | YAKIMA CO DISTRICT<br>COURT         | 22,225.50  | MUNICIPAL COURT<br>OPERATINS-6/2016                                      |
| 3768  | 07/11/2016 | Claims | 2      | 92766 | YAKIMA CO PUBLIC<br>SERVICES        | 1,476.77   | LONGFIBRE RIGHT-OF-WAY,<br>RIGHT-OF-WAY RESEARCH,<br>APPRAISALS IN-HOUSE |
| 3769  | 07/11/2016 | Claims | 2      | 92767 | YAKIMA NETWORKING                   | 371.12     | ANTI VIRUS SVC-4/2016 &<br>5/2016; ANTI VIRUS SVC -<br>7/2016            |
| 3683  | 07/11/2016 | Claims | 2      | 92781 | ABBOTTS PRINTING                    | 55.29      | FLYER-VISIT UNION GAP  |

## WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 11:00:06 Date: 07/07/2016

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| Trans | Date       | Type   | Acct # | War # | Claimant                         | Amount     | Memo   |
|-------|------------|--------|--------|-------|----------------------------------|------------|--|
| 3684  | 07/11/2016 | Claims | 2      | 92782 | ADVANCED TRAVEL EXP.<br>FUND     | 110.38     | ATR #1121; EV # 5172 -<br>BISCONER   |
| 3685  | 07/11/2016 | Claims | 2      | 92783 | ATLAS STAFFING INC               | 3,404.80   | SEASONAL PARKS WK<br>ENDING: 6/05/2016;<br>SEASONAL PARKS WK<br>ENDING:6/12/2016;<br>SEASONAL PARKS WK<br>ENDING:6/19/2016 |
| 3686  | 07/11/2016 | Claims | 2      | 92784 | AUTO ART COLLISION<br>REPAIR LLC | 394.26     | MOULDING REPAIR VEH 4  |
| 3687  | 07/11/2016 | Claims | 2      | 92785 | BASIN DISPOSAL OF<br>YAKIMA LLC  | 74,171.48  | GA/RCY-5/22-6/21/16  |
| 3688  | 07/11/2016 | Claims | 2      | 92786 | BELL, BROWN & RIO                | 7,500.00   | CITY ATTORNEY-6/2016   |
| 3689  | 07/11/2016 | Claims | 2      | 92787 | BORTON & SONS                    | 233,561.89 | PROGRESS EST #1; BORTON<br>PACKING CENTER UTILITY<br>EXTENSION; SIED YCBF15;<br>HLA 15100C                                 |

|                                     |            |         |
|-------------------------------------|------------|---------|
| 001 Current Expense Fund            | 373,000.57 |         |
| 101 Street Fund                     | 2,138.05   |         |
| 107 Convention Center Reserve Fund  | 3,663.74   |         |
| 108 Tourism Promotion Area Fund     | 55.29      |         |
| 115 Police Vehicle Reserve Fund     | 32,507.33  |         |
| 116 City Hall Building Reserve Fund | 2,092.50   |         |
| 121 Street Development Reserve Fund | 3,229.84   |         |
| 124 Infrastructure Reserve Fund     | 1,521.00   |         |
| 128 Transit System Fund             | 55,793.07  |         |
| 170 Housing Rehabilitation Fund     | 63.80      |         |
| 401 Water Fund                      | 11,226.37  |         |
| 402 Garbage Fund                    | 91,175.66  |         |
| 403 Sewer Fund                      | 3,594.76   |         |
| 404 Water Improvement Reserve       | 146,742.56 |         |
| 405 Sewer Improvement Reserve       | 146,712.51 |         |
| 414 Water Deposits                  | 294.39     |         |
|                                     | 873,811.44 | Claims: |

\* Transaction Has Mixed Revenue And Expense Accounts

873,811.44



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| Trans Date | Type       | Acct #                                      | War # | Claimant                       | Amount   | Memo   |
|------------|------------|---|-------|--------------------------------|----------|--|
| 3680       | 07/11/2016 | Claims                                      | 2     | EFT INTEGRA TELECOM            | 2,507.67 | PD PHONES JUNE 2016; PD PHONE 07/03/16-8/02/2016; CH/FD-7/2016; SR CTR-7/2016  |
|            |            | 001 - 518 20 42 00 - COMMUNICATION          |       |                                | 1,870.64 |  |
|            |            | 001 - 528 80 42 00 - COMMUNICATION          |       |                                | 277.36   |  |
|            |            | 001 - 528 80 42 00 - COMMUNICATION          |       |                                | 282.29   |  |
|            |            | 001 - 571 21 42 00 - COMMUNICATION          |       |                                | 38.69    |  |
|            |            | 001 - 576 80 42 00 - COMMUNICATION          |       |                                | 38.69    |  |
| 3681       | 07/11/2016 | Claims                                      | 2     | EFT SPECTRUM BUSINESS          | 214.98   | CH INTERNET-7/09/16-8/08/2016  |
|            |            | 001 - 511 60 42 01 - COMMUNICATION          |       |                                | 19.56    |  |
|            |            | 001 - 513 10 42 01 - COMMUNICATION          |       |                                | 19.56    |  |
|            |            | 001 - 514 23 42 00 - COMMUNICATIONS         |       |                                | 19.56    |  |
|            |            | 001 - 514 30 42 00 - COMMUNICATIONS         |       |                                | 19.56    |  |
|            |            | 001 - 524 20 42 00 - COMMUNICATION          |       |                                | 19.56    |  |
|            |            | 401 - 534 50 42 00 - COMMUNICATION          |       |                                | 19.56    |  |
|            |            | 403 - 535 50 42 00 - COMMUNICATION          |       |                                | 19.56    |  |
|            |            | 402 - 537 50 42 00 - COMMUNICATION          |       |                                | 19.56    |  |
|            |            | 101 - 542 30 42 00 - COMMUNICATIONS         |       |                                | 19.56    |  |
|            |            | 001 - 558 60 42 00 - COMMUNICATION          |       |                                | 19.56    |  |
|            |            | 001 - 576 80 42 00 - COMMUNICATION          |       |                                | 19.38    |  |
| 3682       | 07/11/2016 | Claims                                      | 2     | EFT US BANK CARDMEMBER SVC     | 329.10   | DOR MEETING; COFFEE & WATER FOR COUNCIL MEETING; 2016 AWC ANNUAL CONFERENCE; CITY MANAGER INTERVIEW TRAVEL; BACKGROUND CHECK |
|            |            | 001 - 511 60 31 01 - SUPPLIES               |       |                                | 22.16    |  |
|            |            | 001 - 511 60 43 00 - TRAVEL                 |       |                                | 253.32   |  |
|            |            | 001 - 511 60 43 00 - TRAVEL                 |       |                                | 30.00    |  |
|            |            | 001 - 513 10 49 01 - MISCELLANEOUS          |       |                                | 12.00    |  |
|            |            | 001 - 514 23 43 00 - TRAVEL                 |       |                                | 11.62    |  |
| 3576       | 06/27/2016 | Claims                                      | 2     | 92679 UNITED STATES POSTMASTER | 547.93   | CONSUMER CONFIDENCE REPORT   |
|            |            | 401 - 534 50 42 00 - COMMUNICATION          |       |                                | 547.93   |  |
| 3608       | 06/29/2016 | Claims                                      | 2     | 92680 JOHN R ARDAUGH           | 82.14    | REIMBURSE TRAVEL   |
|            |            | 001 - 511 60 43 00 - TRAVEL                 |       |                                | 82.14    |  |
| 3690       | 07/11/2016 | Claims                                      | 2     | 92688 BURROWS TRACTOR COMPANY  | 152.72   | SPACER, SPINNER, BLADES  |
|            |            | 001 - 576 80 31 00 - SUPPLIES               |       |                                | 152.72   |  |
| 3691       | 07/11/2016 | Claims                                      | 2     | 92689 CANON FINACIAL SERVICES  | 313.66   | PD COPIER CONTRACT JUNE 2016   |
|            |            | 001 - 528 80 45 00 - OPERATING RENTALS & LJ |       |                                | 313.66   |  |
| 3692       | 07/11/2016 | Claims                                      | 2     | 92690 CARMEN CAPETILLO         | 150.00   | BARN DEPOSIT REFUND  |
|            |            | 001 - 589 00 00 00 - PARK DEPOSIT REFUND    |       |                                | 150.00   |  |
| 3693       | 07/11/2016 | Claims                                      | 2     | 92691 CAREY MOTORS             | 599.94   | BRAKE JOB CAR 19/TIRE BALANCE AND ROTATE CAR 24  |
|            |            | 001 - 521 21 48 00 - REPAIRS & MAINTENANCE  |       |                                | 174.79   |  |
|            |            | 001 - 521 22 48 00 - REPAIRS & MAINTENANCE  |       |                                | 425.15   |  |
| 3694       | 07/11/2016 | Claims                                      | 2     | 92692 CASCADE ANALYTICAL INC   | 903.99   | WASTEWATER SAMPLING  |
|            |            | 403 - 535 50 41 00 - PROFESSIONAL SERVICES  |       |                                | 903.99   |  |
| 3695       | 07/11/2016 | Claims                                      | 2     | 92693 CASCADE VALLEY LUBE      | 40.46    | BASIC SERVICE TRK # 1012   |
|            |            | 401 - 534 50 48 00 - REPAIRS & MAINTENANCE  |       |                                | 16.18    |  |
|            |            | 403 - 535 50 48 00 - REPAIRS & MAINTENANCE  |       |                                | 6.07     |  |

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| Trans | Date       | Type   | Acct #             | War # | Claimant                        | Amount    | Memo  |
|-------|------------|--------|--------------------|-------|---------------------------------|-----------|---|
|       |            |        | 101 - 542 30 48 00 |       | REPAIRS & MAINTENANCE           | 6.07      |   |
|       |            |        | 101 - 542 66 48 00 |       | REPAIRS & MAINTENANCE           | 2.02      |   |
|       |            |        | 101 - 542 67 48 00 |       | REPAIRS & MAINTENANCE           | 2.02      |   |
|       |            |        | 101 - 542 70 48 00 |       | REPAIRS & MAINTENANCE           | 6.07      |   |
|       |            |        | 128 - 547 60 48 00 |       | REPAIRS & MAINTENANCE           | 2.03      |   |
| 3696  | 07/11/2016 | Claims | 2                  | 92694 | CENTRAL PRE-MIX<br>CONCRETE CO. | 327.09    | 6/16/16 3/8" PEA GRAVEL   |
|       |            |        | 001 - 576 80 31 00 |       | SUPPLIES                        | 327.09    |   |
| 3697  | 07/11/2016 | Claims | 2                  | 92695 | CENTRAL VALLEY GLASS<br>INC.    | 118.91    | 28 1/2 X 27 7/8 INSTALLED   |
|       |            |        | 403 - 535 50 48 00 |       | REPAIRS & MAINTENANCE           | 118.91    |   |
| 3698  | 07/11/2016 | Claims | 2                  | 92696 | CENTURY LINK                    | 14.55     | PD PHONES JUNE 2016   |
|       |            |        | 001 - 528 80 42 00 |       | COMMUNICATION                   | 14.55     |   |
| 3699  | 07/11/2016 | Claims | 2                  | 92697 | CENTURY LINK                    | 694.82    | WA TELEMERTY-6/2016;<br>CH-6/2016; AG MUSEUM-6/2016;<br>PW - 6/2016 |
|       |            |        | 001 - 511 60 42 01 |       | COMMUNICATION                   | 2.94      |   |
|       |            |        | 001 - 512 50 42 00 |       | COMMUNICATION                   |           |   |
|       |            |        | 001 - 513 10 42 01 |       | COMMUNICATION                   | 2.41      |   |
|       |            |        | 001 - 514 23 42 00 |       | COMMUNICATIONS                  | 3.58      |   |
|       |            |        | 001 - 514 30 42 00 |       | COMMUNICATIONS                  | 3.58      |   |
|       |            |        | 001 - 515 30 42 00 |       | COMMUNICATION                   | 5.87      |   |
|       |            |        | 001 - 524 20 42 00 |       | COMMUNICATION                   | 7.40      |   |
|       |            |        | 401 - 534 50 42 00 |       | COMMUNICATION                   | 360.30    |   |
|       |            |        | 401 - 534 50 42 00 |       | COMMUNICATION                   | 5.87      |   |
|       |            |        | 401 - 534 50 42 00 |       | COMMUNICATION                   | 28.02     |   |
|       |            |        | 403 - 535 50 42 00 |       | COMMUNICATION                   | 5.87      |   |
|       |            |        | 403 - 535 50 42 00 |       | COMMUNICATION                   | 28.02     |   |
|       |            |        | 402 - 537 50 42 00 |       | COMMUNICATION                   | 7.40      |   |
|       |            |        | 402 - 537 50 42 00 |       | COMMUNICATION                   | 28.02     |   |
|       |            |        | 101 - 543 30 42 00 |       | COMMUNICATION                   | 5.87      |   |
|       |            |        | 101 - 543 30 42 00 |       | COMMUNICATION                   | 28.02     |   |
|       |            |        | 001 - 558 60 42 00 |       | COMMUNICATION                   | 7.91      |   |
|       |            |        | 107 - 571 10 42 00 |       | COMMUNICATION-AG MU:            | 163.74    |   |
| 3700  | 07/11/2016 | Claims | 2                  | 92698 | CINTAS CORP #605                | 262.04    | CITY HALL, SENIOR CENTER<br>MOP AND MAT                             |
|       |            |        | 001 - 518 31 45 00 |       | OPERATING RENTALS & LJ          | 123.77    |   |
|       |            |        | 001 - 571 21 45 00 |       | OPERATING RENTALS & LJ          | 138.27    |   |
| 3701  | 07/11/2016 | Claims | 2                  | 92699 | CITIBANK CREDIT CARD            | 1,700.19  | COUNCIL MEETING MEAL -<br>6/27/16; CITY MANAGER<br>INTERVIEW TRAVEL |
|       |            |        | 001 - 511 60 31 01 |       | SUPPLIES                        | 134.61    |   |
|       |            |        | 001 - 511 60 43 00 |       | TRAVEL                          | 1,565.58  |   |
| 3702  | 07/11/2016 | Claims | 2                  | 92700 | CLASSIC CAR WASH                | 89.25     | PD CAR WASHES MAY 2016  |
|       |            |        | 001 - 521 10 48 00 |       | REPAIRS & MAINTENANCE           | 5.50      |   |
|       |            |        | 001 - 521 21 48 00 |       | REPAIRS & MAINTENANCE           | 11.00     |   |
|       |            |        | 001 - 521 22 48 00 |       | REPAIRS & MAINTENANCE           | 72.75     |   |
| 3703  | 07/11/2016 | Claims | 2                  | 92701 | COLUMBIA FORD                   | 32,507.33 | NEW VEHICLE<br>1FM5K8AR2GGC93280                                    |
|       |            |        | 115 - 594 21 64 15 |       | MACHINERY & EQUIPMEN            | 32,507.33 |   |
| 3704  | 07/11/2016 | Claims | 2                  | 92702 | DAILY JOURNAL OF<br>COMMERCE    | 503.10    | BC: LONGFIBRE RD EXT PH 1   |
|       |            |        | 121 - 595 10 41 06 |       | LONGFIBRE EXT/WIDE HO           | 503.10    |   |
| 3705  | 07/11/2016 | Claims | 2                  | 92703 | MARIA DEL ROCIO                 | 150.00    | AB BUILDING DEPOSIT<br>REFUND                                       |
|       |            |        | 001 - 589 00 00 00 |       | PARK DEPOSIT REFUND             | 150.00    |   |
| 3706  | 07/11/2016 | Claims | 2                  | 92704 | DIVCO INC                       | 208.63    | LITE COMMERCIAL<br>MAINTENANCE 04/16-06/16                          |

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|       |            |        | 001 - 518 20 48 00 |       | REPAIRS & MAINTENANCE         | 208.63   |  |
| 3707  | 07/11/2016 | Claims | 2                  | 92705 | FASTENAL                      | 23.21    | 12MM1.75X25 8.8HCS Z, M12<br>SPLIT L/W ZP, 271<br>THRDLOCKER 10 ML   |
|       |            |        | 001 - 576 80 31 00 |       | SUPPLIES                      | 23.21    |  |
| 3708  | 07/11/2016 | Claims | 2                  | 92706 | LORENA FERNANDEZ              | 150.00   | ACTIVITIES BUILDING<br>REFUND  |
|       |            |        | 001 - 589 00 00 00 |       | PARK DEPOSIT REFUND           | 150.00   |  |
| 3709  | 07/11/2016 | Claims | 2                  | 92707 | FRANKS OK TIRE STORE          | 237.55   | ST225/75R15 E 250 GOLCR<br>GOLD CROWN ST RADIAL<br>TRAILER BSW   |
|       |            |        | 101 - 542 30 48 00 |       | REPAIRS & MAINTENANCE         | 59.39    |  |
|       |            |        | 101 - 542 70 48 00 |       | REPAIRS & MAINTENANCE         | 118.77   |  |
|       |            |        | 001 - 576 80 48 00 |       | REPAIRS & MAINTENANCE         | 59.39    |  |
| 3710  | 07/11/2016 | Claims | 2                  | 92708 | FREEDOM TRUCK<br>CENTERS INC  | 41.08    | TERM FEM   |
|       |            |        | 401 - 534 50 31 00 |       | SUPPLIES                      | 41.08    |  |
| 3711  | 07/11/2016 | Claims | 2                  | 92709 | FUTURE LINK<br>COMMUNICATIONS | 237.82   | PATROL PHONES/SET UP 1222;<br>PHONE EXTENSION FW FRM<br>UG FIRE TO YAKIMA  |
|       |            |        | 001 - 518 88 41 00 |       | PROFESSIONAL SERVICES         | 118.91   |  |
|       |            |        | 001 - 528 80 41 00 |       | PROF SERVICES                 | 118.91   |  |
| 3712  | 07/11/2016 | Claims | 2                  | 92710 | G.S. LONG CO., INC.           | 931.23   | PARROT, ANTI-FOAM,<br>GENESIS, GLYPHOSATE  |
|       |            |        | 101 - 542 67 31 00 |       | SUPPLIES                      | 931.23   |  |
| 3713  | 07/11/2016 | Claims | 2                  | 92711 | GAP AUTO PARTS                | 395.97   | RADIAL SEAL OUTER AIR;<br>STARTER HEAT SHEILD,<br>SHOCK ABSORBERS, MIRROR;<br>BLACK, FLAT BLACK; H/D<br>CIRCUIT TESTER |
|       |            |        | 401 - 534 50 31 00 |       | SUPPLIES                      | 3.06     |  |
|       |            |        | 401 - 534 50 31 00 |       | SUPPLIES                      | 2.70     |  |
|       |            |        | 401 - 534 50 48 00 |       | REPAIRS & MAINTENANCE         | 119.78   |  |
|       |            |        | 401 - 534 50 48 00 |       | REPAIRS & MAINTENANCE         | 2.96     |  |
|       |            |        | 403 - 535 50 31 00 |       | SUPPLIES                      | 3.05     |  |
|       |            |        | 403 - 535 50 31 00 |       | SUPPLIES                      | 2.70     |  |
|       |            |        | 403 - 535 50 48 00 |       | REPAIRS & MAINTENANCE         | 44.92    |  |
|       |            |        | 403 - 535 50 48 00 |       | REPAIRS & MAINTENANCE         | 3.04     |  |
|       |            |        | 402 - 537 50 31 00 |       | SUPPLIES                      | 3.05     |  |
|       |            |        | 402 - 537 50 31 00 |       | SUPPLIES                      | 2.69     |  |
|       |            |        | 101 - 542 30 31 00 |       | SUPPLIES                      | 86.46    |  |
|       |            |        | 101 - 542 30 31 00 |       | SUPPLIES                      | 3.05     |  |
|       |            |        | 101 - 542 30 31 00 |       | SUPPLIES                      | 2.69     |  |
|       |            |        | 101 - 542 30 48 00 |       | REPAIRS & MAINTENANCE         | 44.82    |  |
|       |            |        | 101 - 542 66 48 00 |       | REPAIRS & MAINTENANCE         | 14.97    |  |
|       |            |        | 101 - 542 67 48 00 |       | REPAIRS & MAINTENANCE         | 5.91     |  |
|       |            |        | 101 - 542 67 48 00 |       | REPAIRS & MAINTENANCE         | 14.97    |  |
|       |            |        | 101 - 542 70 48 00 |       | REPAIRS & MAINTENANCE         | 44.92    |  |
|       |            |        | 128 - 547 60 48 00 |       | REPAIRS & MAINTENANCE         | 14.97    |  |
|       |            |        | 001 - 576 80 31 00 |       | SUPPLIES                      | 47.41    |  |
|       |            |        | 001 - 576 80 31 00 |       | SUPPLIES                      | 3.05     |  |
|       |            |        | 001 - 576 80 31 00 |       | SUPPLIES                      | 2.69     |  |
|       |            |        | 001 - 588 80 00 00 |       | PRIOR YEAR CORRECTION         | -77.89   |  |
| 3714  | 07/11/2016 | Claims | 2                  | 92712 | GEARJAMMER                    | 1,385.00 | PD FUEL MAY 16-31 2016   |
|       |            |        | 001 - 521 10 32 00 |       | FUEL                          | 34.05    |  |
|       |            |        | 001 - 521 21 32 00 |       | FUEL                          | 174.64   |  |
|       |            |        | 001 - 521 22 32 00 |       | FUEL                          | 1,176.31 |  |
| 3715  | 07/11/2016 | Claims | 2                  | 92713 | GENE WEINMANN<br>CONSULTING   | 63.80    | CDBG REHAB COORDINATOR<br>& OFFICE SUPPLY-6/16   |

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|       |            |        | 170 - 559 20 31 00 - |       | SUPPLIES                                | 11.30     |   |
|       |            |        | 170 - 559 20 41 00 - |       | PROFESSIONAL SERVICES                   | 52.50     |   |
| 3716  | 07/11/2016 | Claims | 2                    | 92714 | GILLIHAN LAW OFFICE<br>PLLC             | 5,700.00  | PUBLIC DEFENDER SVC-6/2016                                |
|       |            |        | 001 - 515 20 41 02 - |       | PROF SERVICES - PROS. AT                | 5,700.00  |   |
| 3717  | 07/11/2016 | Claims | 2                    | 92715 | ARCELIA GONZALEZ                        | 55.00     | REFUND  |
|       |            |        | 001 - 347 30 00 01 - |       | PARK ACTIVITY FEES                      | -55.00    |   |
| 3718  | 07/11/2016 | Claims | 2                    | 92716 | GRANT J HUNT CO                         | 4,332.19  | DESIGN & MARKETING<br>SVC-5/2016; OLD TOWN DAYS<br>SUPPLY |
|       |            |        | 107 - 557 30 41 01 - |       | GRANT J. HUNT COL                       | 3,500.00  |   |
|       |            |        | 001 - 571 20 31 00 - |       | OTD - SUPPLIES                          | 832.19    |   |
| 3719  | 07/11/2016 | Claims | 2                    | 92717 | GROCERY OUTLET                          | 54.19     | SNR SNACK   |
|       |            |        | 001 - 571 21 31 00 - |       | SUPPLIES                                | 54.19     |   |
| 3720  | 07/11/2016 | Claims | 2                    | 92718 | HENDO'S ACCESSORIES<br>INC.             | 135.25    | PD OFFICE WINDOW TINT                                     |
|       |            |        | 001 - 521 50 48 00 - |       | REPAIRS & MAINTENANCE                   | 135.25    |   |
| 3721  | 07/11/2016 | Claims | 2                    | 92719 | HILLBILLY HAULERS                       | 238.00    | PD LAWN CARE JUNE 2016                                    |
|       |            |        | 001 - 521 50 48 00 - |       | REPAIRS & MAINTENANCE                   | 238.00    |   |
| 3722  | 07/11/2016 | Claims | 2                    | 92720 | HLA ENGINEERING &<br>LAND SURVEYING INC | 71,565.98 | PROFESSIONAL<br>ENGINEERING SERVICES                      |
|       |            |        | 401 - 534 50 41 00 - |       | PROFESSIONAL SERVICES                   | 5,347.50  |   |
|       |            |        | 401 - 534 50 41 00 - |       | PROFESSIONAL SERVICES                   | 380.00    | ASSIST WITH KWIK-LOK<br>ANNEXATION                        |
|       |            |        | 403 - 535 50 41 00 - |       | PROFESSIONAL SERVICES                   | 380.00    | ASSIST WITH KWIK-LOK<br>ANNEXATION                        |
|       |            |        | 001 - 576 80 41 00 - |       | PROFESSIONAL SERVICES                   | 1,020.00  |   |
|       |            |        | 001 - 576 80 41 00 - |       | PROFESSIONAL SERVICES                   | 452.50    | UNION GAP SKATEPARK BID<br>PACKAGE                        |
|       |            |        | 404 - 594 10 41 21 - |       | BORTON ANNEX WA EXT-I                   | 29,646.56 |   |
|       |            |        | 404 - 594 10 41 21 - |       | BORTON ANNEX WA EXT-I                   | 285.00    | ASSIST WITH BORTON AND SONS<br>WATER RIGHTS TRANSFER      |
|       |            |        | 405 - 594 10 41 22 - |       | BORTON ANNEX-SE-PROF                    | 29,646.56 |   |
|       |            |        | 405 - 594 10 41 22 - |       | BORTON ANNEX-SE-PROF                    | 285.00    | ASSIST WITH BORTON AND SONS<br>WATER RIGHTS TRANSFER      |
|       |            |        | 116 - 594 10 41 33 - |       | USDA APP-CITY COMPLEX                   | 2,092.50  | CITY CENTER USDA FUNDING<br>APPLICATION                   |
|       |            |        | 124 - 595 10 41 26 - |       | BELTWAY CONNECTOR-PI                    | 95.00     | SUPPORT SERVICES FOR THE<br>BELTWAY PROJECT               |
|       |            |        | 121 - 595 10 41 28 - |       | MAIN ST PHASE 1-PROF SV                 | 509.36    |   |
|       |            |        | 124 - 595 10 41 30 - |       | S 14TH ST IMPR-PROF SER                 | 831.00    | 14TH & PIERCE SAFE ROUTES TO<br>SCHOOL APPLICATION        |
|       |            |        | 124 - 595 10 41 32 - |       | MAIN ST REVIT PEDESTRI                  | 595.00    |   |
| 3723  | 07/11/2016 | Claims | 2                    | 92721 | KELLER SUPPLY CO                        | 32.80     | UR REPAIR KIT   |
|       |            |        | 001 - 576 80 31 00 - |       | SUPPLIES                                | 32.80     |   |
| 3724  | 07/11/2016 | Claims | 2                    | 92722 | KELLY IMAGING SYSTEMS                   | 119.02    | SERVICE ON OKI MC362W                                     |
|       |            |        | 001 - 514 30 41 00 - |       | PROFESSIONAL SERVICES                   | 119.02    |   |
| 3725  | 07/11/2016 | Claims | 2                    | 92723 | KIMS GOT SMOKE BBQ                      | 416.96    | WELLNESS APPRECIATION<br>LUNCH-PD                         |
|       |            |        | 001 - 517 91 31 00 - |       | SUPPLIES                                | 416.96    |   |
| 3726  | 07/11/2016 | Claims | 2                    | 92724 | KNOBELS ELECTRIC INC                    | 518.96    | REPAIR SIGN BRIDGE LT                                     |
|       |            |        | 101 - 542 30 48 00 - |       | REPAIRS & MAINTENANCE                   | 518.96    |   |

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|-----------------|--------|--------|-------|---|-----------|--|
| 3727 07/11/2016 | Claims | 2      | 92725 | LOWES COMPANY INC                             | 428.54    | 25FT SELF-LOCK;KOBALT PRO GINDER;CNANELLOCK 8-IN;IWN 8-IN;KBLT 23 PC STAR; BHK 2-3/4-IN SS SPRING; CURT 1/2-IN RND EYE; LIGHTED MECHANICAL PICK-0' ;EM 1/2-INX50FT TWST; TIDE PLUS DOWNY.; CAUTION TAPE, |
|                 |        |        |       | 401 - 534 50 31 00 - SUPPLIES                 | 20.90     |  |
|                 |        |        |       | 401 - 534 50 31 00 - SUPPLIES                 | 3.69      |  |
|                 |        |        |       | 401 - 534 50 31 00 - SUPPLIES                 | 10.28     |  |
|                 |        |        |       | 403 - 535 50 31 00 - SUPPLIES                 | 199.83    |  |
|                 |        |        |       | 403 - 535 50 31 00 - SUPPLIES                 | 3.69      |  |
|                 |        |        |       | 403 - 535 50 31 00 - SUPPLIES                 | 48.01     |  |
|                 |        |        |       | 402 - 537 50 31 00 - SUPPLIES                 | 19.49     |  |
|                 |        |        |       | 402 - 537 50 31 00 - SUPPLIES                 | 3.69      |  |
|                 |        |        |       | 101 - 542 30 31 00 - SUPPLIES                 | 3.69      |  |
|                 |        |        |       | 001 - 576 80 31 00 - SUPPLIES                 | 19.28     |  |
|                 |        |        |       | 001 - 576 80 31 00 - SUPPLIES                 | 3.68      |  |
|                 |        |        |       | 001 - 576 80 31 00 - SUPPLIES                 | 46.70     |  |
|                 |        |        |       | 001 - 576 80 31 00 - SUPPLIES                 | 45.61     |  |
| 3728 07/11/2016 | Claims | 2      | 92726 | MEDSTAR CABULANCE, INC.                       | 55,770.62 | DIAL A RIDE / FIXED ROUTE-JUNE 2016  |
|                 |        |        |       | 128 - 547 60 49 00 - TRANSIT SERVICE PAYME    | 55,770.62 |  |
| 3729 07/11/2016 | Claims | 2      | 92727 | JOSH MERRILL                                  | 119.99    | OVERPAYMENT REFUND   |
|                 |        |        |       | 414 - 586 01 04 14 - 210-10 UTILITY DEP REFUN | 119.99    |  |
| 3730 07/11/2016 | Claims | 2      | 92728 | TERESITA MORFIN RUIZ                          | 150.00    | WATER DEPOSIT REFUND   |
|                 |        |        |       | 414 - 586 00 04 14 - DEPOSIT REFUND           | 150.00    |  |
| 3731 07/11/2016 | Claims | 2      | 92729 | MORTONS SUPPLY                                | 35.64     | SLIP FIX, GREY CEMENT, PRIMER; REBAR   |
|                 |        |        |       | 001 - 576 80 31 00 - SUPPLIES                 | 30.01     |  |
|                 |        |        |       | 001 - 576 80 31 00 - SUPPLIES                 | 5.63      |  |
| 3732 07/11/2016 | Claims | 2      | 92730 | ROBERT R NORTHCOTT                            | 1,450.00  | PUBLIC DEFENDER-CONTRACTED CASES; PUBLIC DEFENDER-6/14/2016-6/21/206   |
|                 |        |        |       | 001 - 515 20 41 03 - PROF SERVICES-PUBLIC D   | 435.00    |  |
|                 |        |        |       | 001 - 515 20 41 03 - PROF SERVICES-PUBLIC D   | 1,015.00  |  |
| 3733 07/11/2016 | Claims | 2      | 92731 | OFFICE DEPOT                                  | 713.42    | PENS, INDEX MARKERS ETC; CERTIFICATE FOLDERS, SEALS & RULER; BANKERS BOXES; GEL PENS; 2016 BUDGET BOOKS; BAG TAMP EVD; DESK FILE TAB & GEL PENS  |
|                 |        |        |       | 001 - 514 23 31 00 - SUPPLIES                 | 71.59     |  |
|                 |        |        |       | 001 - 514 23 31 00 - SUPPLIES                 | 39.22     |  |
|                 |        |        |       | 001 - 514 23 41 00 - PROFESSIONAL SERVICES    | 407.69    |  |
|                 |        |        |       | 001 - 514 30 31 00 - SUPPLIES                 | 60.54     |  |
|                 |        |        |       | 001 - 514 30 31 00 - SUPPLIES                 | 70.28     |  |
|                 |        |        |       | 401 - 534 50 31 00 - SUPPLIES                 | 6.48      |  |
|                 |        |        |       | 401 - 534 50 31 00 - SUPPLIES                 | 14.88     |  |
|                 |        |        |       | 403 - 535 50 31 00 - SUPPLIES                 | 6.49      |  |
|                 |        |        |       | 403 - 535 50 31 00 - SUPPLIES                 | 14.88     |  |
|                 |        |        |       | 402 - 537 50 31 00 - SUPPLIES                 | 6.48      |  |
|                 |        |        |       | 402 - 537 50 31 00 - SUPPLIES                 | 14.89     |  |
| 3734 07/11/2016 | Claims | 2      | 92732 | OFFICE SOLUTIONS NORTHWEST                    | 62.56     | BANKER BOXES AND DESKPAD   |
|                 |        |        |       | 001 - 514 30 31 00 - SUPPLIES                 | 62.56     |  |
| 3735 07/11/2016 | Claims | 2      | 92733 | ONE CALL CONCEPTS INC                         | 30.36     | UTILITY LOCATES - 06/2016  |

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|-------|------------|--------|----------------------|-------|-------------------------------------|-----------|--|
|       |            |        | 401 - 534 50 41 00 - |       | PROFESSIONAL SERVICES               | 15.18     |  |
|       |            |        | 403 - 535 50 41 00 - |       | PROFESSIONAL SERVICES               | 15.18     |  |
| 3736  | 07/11/2016 | Claims | 2                    | 92734 | SANDRO ORTEGA                       | 17.42     | OVERPAYMENT REFUND   |
|       |            |        | 414 - 586 01 04 14 - |       | 210-10 UTILITY DEP REFUN            | 17.42     |  |
| 3737  | 07/11/2016 | Claims | 2                    | 92735 | SANDRO ORTEGA                       | 6.98      | OVERPAYMENT REFUND   |
|       |            |        | 414 - 586 01 04 14 - |       | 210-10 UTILITY DEP REFUN            | 6.98      |  |
| 3738  | 07/11/2016 | Claims | 2                    | 92736 | PACIFIC POWER                       | 429.70    | PD POWER JUNE 2016   |
|       |            |        | 001 - 521 50 47 00 - |       | UTILITIES                           | 429.70    |  |
| 3739  | 07/11/2016 | Claims | 2                    | 92737 | PRINT GUYS INC                      | 2,518.69  | CONSUMER CONFIDENCE<br>REPORT 2016; 2016 SUMMER<br>NEWSLETTER    |
|       |            |        | 001 - 511 60 41 01 - |       | PROFESSIONAL SERVICES               | 1,585.42  |  |
|       |            |        | 401 - 534 50 49 00 - |       | MISCELLANEOUS                       | 933.27    |  |
| 3740  | 07/11/2016 | Claims | 2                    | 92738 | REFRIGERATION<br>EQUIPMENT CO., INC | 1,729.60  | REFURBISHED ALTO SHAM<br>COOK AND HOLD                           |
|       |            |        | 001 - 576 80 48 00 - |       | REPAIRS & MAINTENANCE               | 1,729.60  |  |
| 3741  | 07/11/2016 | Claims | 2                    | 92739 | REPUBLIC PUBLISHING CO              | 740.61    | ADVERTISEMENT FOR BIDS-<br>LONGFIBRE RD EXTENSION<br>PHASE 1 & 2 |
|       |            |        | 121 - 595 10 41 06 - |       | LONGFIBRE EXT/WIDE HO               | 740.61    |  |
| 3742  | 07/11/2016 | Claims | 2                    | 92740 | SEARS COMMERCIAL ONE                | 220.51    | JANITOR VACCUM   |
|       |            |        | 001 - 518 31 31 00 - |       | SUPPLIES                            | 220.51    |  |
| 3743  | 07/11/2016 | Claims | 2                    | 92741 | SHUELS WHOLESALE<br>LUMBER          | 122.59    | 4X4- 12' TREATED   |
|       |            |        | 101 - 542 30 31 00 - |       | SUPPLIES                            | 122.59    |  |
| 3744  | 07/11/2016 | Claims | 2                    | 92742 | DON C. SMITH                        | 766.33    | LEOFF 1 RETIREE RX   |
|       |            |        | 001 - 521 10 22 00 - |       | LEOFF 1 BENEFITS                    | 766.33    |  |
| 3745  | 07/11/2016 | Claims | 2                    | 92743 | SUNFAIR CHEVROLET                   | 54.48     | (S) PLATE  |
|       |            |        | 403 - 531 30 48 00 - |       | STORMWATER REPAIRS &                | 2.72      |  |
|       |            |        | 101 - 542 70 48 00 - |       | REPAIRS & MAINTENANCE               | 2.72      |  |
|       |            |        | 101 - 542 90 48 00 - |       | REPAIRS & MAINTENANCE               | 8.17      |  |
|       |            |        | 128 - 547 60 48 00 - |       | REPAIRS & MAINTENANCE               | 5.45      |  |
|       |            |        | 001 - 576 80 48 00 - |       | REPAIRS & MAINTENANCE               | 35.42     |  |
| 3746  | 07/11/2016 | Claims | 2                    | 92744 | SUPPLYWORKS                         | 73.83     | PD HAND SANITIZER  |
|       |            |        | 001 - 521 50 31 00 - |       | SUPPLIES                            | 73.83     |  |
| 3747  | 07/11/2016 | Claims | 2                    | 92745 | THE VINE VENUE INC                  | 147.00    | VENUE MANAGEMENT-JUNE<br>2016                                    |
|       |            |        | 001 - 576 80 41 00 - |       | PROFESSIONAL SERVICES               | 147.00    |  |
| 3748  | 07/11/2016 | Claims | 2                    | 92746 | TRUE LAW GROUP, PS                  | 145.00    | PUBLIC DEFENDER  |
|       |            |        | 001 - 515 20 41 03 - |       | PROF SERVICES-PUBLIC D              | 145.00    |  |
| 3749  | 07/11/2016 | Claims | 2                    | 92747 | U-HAUL MOVING &<br>STORAGE          | 150.95    | CH STORAGE - 07/2016   |
|       |            |        | 001 - 518 20 45 00 - |       | OPERATING LEASES                    | 150.95    |  |
| 3750  | 07/11/2016 | Claims | 2                    | 92748 | UNION GAP WATER FUND<br>& SEWER     | 11,526.73 | FULLBRIGHT TIRE REMOVAL  |
|       |            |        | 402 - 537 50 49 00 - |       | MISCELLANEOUS                       | 11,526.73 |  |
| 3751  | 07/11/2016 | Claims | 2                    | 92749 | UNITED BUSINESS<br>MACHINES         | 77.19     | KYROCERA MITA/KM-3050<br>LEASE-5/15/16-6/14/16                   |
|       |            |        | 001 - 513 10 45 00 - |       | OPERATING RENTALS & LJ              | 77.19     |  |
| 3752  | 07/11/2016 | Claims | 2                    | 92750 | UNITED PARCEL SERVICE               | 25.96     | PD SHIPPING MAY 2016   |
|       |            |        | 001 - 521 10 42 00 - |       | COMMUNICATION                       | 25.96     |  |

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|-------|------------|--------|--------|-------|---|-----------|---|
| 3753  | 07/11/2016 | Claims | 2      | 92751 | UNITED STATES POSTAL SERVICE                | 102.00    | POST OFFICE BOX RENEWAL 2016                              |
|       |            |        |        |       | 001 - 521 10 49 00 - MISCELLANEOUS          | 102.00    |   |
| 3754  | 07/11/2016 | Claims | 2      | 92752 | UNUM LIFE INSURANCE                         | 92.40     | LEOFF 1 LONG TERM CARE - 6/2016                           |
|       |            |        |        |       | 001 - 521 10 22 00 - LEOFF 1 BENEFITS       | 92.40     |   |
| 3755  | 07/11/2016 | Claims | 2      | 92753 | VALLEY SEPTIC SERVICE                       | 1,356.00  | OTD- TOILET/SINK RENTAL                                   |
|       |            |        |        |       | 001 - 571 20 45 00 - OTD - OPERATING RENTAL | 1,356.00  |   |
| 3756  | 07/11/2016 | Claims | 2      | 92754 | ROBERT VELASQUEZ                            | 77.36     | OVERPAYMENT REFUND  |
|       |            |        |        |       | 401 - 586 01 04 01 - 210-10) WATER REFUNDS  | 77.36     |   |
| 3757  | 07/11/2016 | Claims | 2      | 92755 | VERIZON WIRELESS - PD #342054055            | 1,755.24  | PD/FD PHONES JUNE 2016                                    |
|       |            |        |        |       | 001 - 513 10 42 01 - COMMUNICATION          | 80.97     |   |
|       |            |        |        |       | 001 - 518 20 42 00 - COMMUNICATION          | 80.02     |   |
|       |            |        |        |       | 001 - 528 80 42 00 - COMMUNICATION          | 1,594.25  |   |
| 3758  | 07/11/2016 | Claims | 2      | 92756 | VERIZON WIRELESS - PW #542075407            | 425.54    | PW-6/2016   |
|       |            |        |        |       | 401 - 534 50 42 00 - COMMUNICATION          | 85.11     |   |
|       |            |        |        |       | 403 - 535 50 42 00 - COMMUNICATION          | 85.11     |   |
|       |            |        |        |       | 402 - 537 50 42 00 - COMMUNICATION          | 85.11     |   |
|       |            |        |        |       | 101 - 542 30 42 00 - COMMUNICATIONS         | 85.11     |   |
|       |            |        |        |       | 001 - 576 80 42 00 - COMMUNICATION          | 85.10     |   |
| 3759  | 07/11/2016 | Claims | 2      | 92757 | WA ASSOC OF BUILDING OFFICIALS              | 95.00     | WABO ANNUAL BUSINESS MEETING 2016                         |
|       |            |        |        |       | 001 - 524 20 49 00 - MISCELLANEOUS          | 47.50     |   |
|       |            |        |        |       | 001 - 558 60 48 00 - REPAIRS & MAINTENANCE  | 47.50     |   |
| 3760  | 07/11/2016 | Claims | 2      | 92758 | WA STATE DEPT OF LICENSING                  | 30.00     | NOTARY HUTH   |
|       |            |        |        |       | 001 - 528 80 31 00 - OFFICE & OPERATING SUP | 30.00     |   |
| 3761  | 07/11/2016 | Claims | 2      | 92759 | WA STATE DEPT OF REVENUE                    | 11,142.20 | EXCISE TAX - 05/2016                                      |
|       |            |        |        |       | 001 - 521 40 31 00 - OFFICE & OPERATING SUP | 2.25      |   |
|       |            |        |        |       | 001 - 521 40 31 00 - OFFICE & OPERATING SUP | 42.02     |   |
|       |            |        |        |       | 001 - 521 50 31 00 - SUPPLIES               | 40.68     |   |
|       |            |        |        |       | 001 - 524 20 53 00 - EXTERNAL TAXES         | 460.24    |   |
|       |            |        |        |       | 401 - 534 50 53 00 - EXTERNAL TAXES         | 3,184.28  |   |
|       |            |        |        |       | 404 - 534 50 53 04 - EXTERNAL TAXES         | 30.06     |   |
|       |            |        |        |       | 403 - 535 50 53 00 - EXTERNAL TAXES         | 1,702.72  |   |
|       |            |        |        |       | 402 - 537 50 53 00 - EXTERNAL TAXES         | 5,287.07  |   |
|       |            |        |        |       | 001 - 576 80 53 00 - EXTERNAL TAXES         | 392.88    |   |
| 3762  | 07/11/2016 | Claims | 2      | 92760 | WA STATE PATROL                             | 1,183.00  | PD BACKGROUND CHECKS JUNE 2016; ACCESS USER FEE JUNE 2016 |
|       |            |        |        |       | 001 - 521 10 51 00 - INTERGOVERNMENTAL PF   | 118.00    |   |
|       |            |        |        |       | 001 - 528 60 51 00 - INTERGOV PROF SVCS-PD  | 1,065.00  |   |
| 3763  | 07/11/2016 | Claims | 2      | 92761 | WHITE GLOVE CLEANING SERVICES               | 506.00    | OFFICE CLEANING-JUNE 6,9,14,16 & 4/18/16                  |
|       |            |        |        |       | 001 - 518 31 48 00 - REPAIRS & MAINTENANCE  | 506.00    |   |
| 3764  | 07/11/2016 | Claims | 2      | 92762 | BARRY M WOODARD                             | 2,960.00  | PUBLIC DEFENDER-6/2016                                    |
|       |            |        |        |       | 001 - 515 20 41 03 - PROF SERVICES-PUBLIC D | 2,960.00  |   |
| 3765  | 07/11/2016 | Claims | 2      | 92763 | YAKIMA 4TH OF JULY COMMITTEE                | 1,000.00  | 4TH OF JULY CELEBRATION                                   |
|       |            |        |        |       | 001 - 511 60 51 01 - FOURTH OF JULY COMMIT  | 1,000.00  |   |

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|-------------------------------------|------------|--------|--------|-------|---|------------|---|
| 3766                                | 07/11/2016 | Claims | 2      | 92764 | YAKIMA CITY TREASURER                         | 303,248.00 | 2ND QTR FIRE PROTECTION SERVICES  |
|                                     |            |        |        |       | 001 - 522 10 51 00 - INTERGOV. PROF. SERVICE  | 303,248.00 |   |
| 3767                                | 07/11/2016 | Claims | 2      | 92765 | YAKIMA CO DISTRICT COURT                      | 22,225.50  | MUNICIPAL COURT OPERATINS-6/2016  |
|                                     |            |        |        |       | 001 - 512 50 51 01 - INTERGOVERNMENTAL PF     | 22,225.50  |   |
| 3768                                | 07/11/2016 | Claims | 2      | 92766 | YAKIMA CO PUBLIC SERVICES                     | 1,476.77   | LONGFIBRE RIGHT-OF-WAY, RIGHT-OF-WAY RESEARCH, APPRAISALS IN-HOUSE  |
|                                     |            |        |        |       | 121 - 595 10 41 06 - LONGFIBRE EXT/WIDE HO    | 1,476.77   |   |
| 3769                                | 07/11/2016 | Claims | 2      | 92767 | YAKIMA NETWORKING                             | 371.12     | ANTI VIRUS SVC-4/2016 & 5/2016; ANTI VIRUS SVC - 7/2016   |
|                                     |            |        |        |       | 001 - 518 88 41 00 - PROFESSIONAL SERVICES    | 272.66     |   |
|                                     |            |        |        |       | 001 - 518 88 41 00 - PROFESSIONAL SERVICES    | 98.46      |   |
| 3683                                | 07/11/2016 | Claims | 2      | 92781 | ABBOTTS PRINTING                              | 55.29      | FLYER-VISIT UNION GAP   |
|                                     |            |        |        |       | 108 - 557 30 44 08 - ADVERTISING              | 55.29      |   |
| 3684                                | 07/11/2016 | Claims | 2      | 92782 | ADVANCED TRAVEL EXP. FUND                     | 110.38     | ATR #1121; EV # 5172 - BISONER  |
|                                     |            |        |        |       | 001 - 514 23 43 00 - TRAVEL                   | 110.38     |   |
| 3685                                | 07/11/2016 | Claims | 2      | 92783 | ATLAS STAFFING INC                            | 3,404.80   | SEASONAL PARKS WK ENDING: 6/05/2016; SEASONAL PARKS WK ENDING:6/12/2016; SEASONAL PARKS WK ENDING:6/19/2016 |
|                                     |            |        |        |       | 001 - 576 80 41 00 - PROFESSIONAL SERVICES    | 1,216.00   |   |
|                                     |            |        |        |       | 001 - 576 80 41 00 - PROFESSIONAL SERVICES    | 1,216.00   |   |
|                                     |            |        |        |       | 001 - 576 80 41 00 - PROFESSIONAL SERVICES    | 972.80     |   |
| 3686                                | 07/11/2016 | Claims | 2      | 92784 | AUTO ART COLLISION REPAIR LLC                 | 394.26     | MOULDING REPAIR VEH 4   |
|                                     |            |        |        |       | 001 - 521 22 48 00 - REPAIRS & MAINTENANCE    | 394.26     |   |
| 3687                                | 07/11/2016 | Claims | 2      | 92785 | BASIN DISPOSAL OF YAKIMA LLC                  | 74,171.48  | GA/RCY-5/22-6/21/16   |
|                                     |            |        |        |       | 402 - 537 60 49 00 - CONTRACTED SERVICES      | 74,171.48  |   |
| 3688                                | 07/11/2016 | Claims | 2      | 92786 | BELL, BROWN & RIO                             | 7,500.00   | CITY ATTORNEY-6/2016  |
|                                     |            |        |        |       | 001 - 515 20 41 01 - PROF SERVICES-CIVIL - CI | 7,500.00   |   |
| 3689                                | 07/11/2016 | Claims | 2      | 92787 | BORTON & SONS                                 | 233,561.89 | PROGRESS EST #1; BORTON PACKING CENTER UTILITY EXTENSION; SIED YCBF15; HLA 15100C                           |
|                                     |            |        |        |       | 404 - 594 10 41 21 - BORTON ANNEX WA EXT-1    | 116,780.94 |   |
|                                     |            |        |        |       | 405 - 594 10 41 22 - BORTON ANNEX-SE-PROF     | 116,780.95 |   |
|                                     |            |        |        |       |   | 373,000.57 |   |
| 001 Current Expense Fund            |            |        |        |       |   | 2,138.05   |   |
| 101 Street Fund                     |            |        |        |       |   | 3,663.74   |   |
| 107 Convention Center Reserve Fund  |            |        |        |       |   | 55.29      |   |
| 108 Tourism Promotion Area Fund     |            |        |        |       |   | 32,507.33  |   |
| 115 Police Vehicle Reserve Fund     |            |        |        |       |   | 2,092.50   |   |
| 116 City Hall Building Reserve Fund |            |        |        |       |   | 3,229.84   |   |
| 121 Street Development Reserve Fund |            |        |        |       |   | 1,521.00   |   |
| 124 Infrastructure Reserve Fund     |            |        |        |       |   | 55,793.07  |   |
| 128 Transit System Fund             |            |        |        |       |   | 63.80      |   |
| 170 Housing Rehabilitation Fund     |            |        |        |       |   | 11,226.37  |   |
| 401 Water Fund                      |            |        |        |       |   | 91,175.66  |   |
| 402 Garbage Fund                    |            |        |        |       |   | 3,594.76   |   |
| 403 Sewer Fund                      |            |        |        |       |   | 146,742.56 |   |
| 404 Water Improvement Reserve       |            |        |        |       |   | 146,712.51 |   |
| 405 Sewer Improvement Reserve       |            |        |        |       |   |            |   |



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|------------|--|--------|-------|----------|------------|--------------------|
|            | 414 Water Deposits                                   |        |       |          | 294.39     |                    |
|            | * Transaction Has Mixed Revenue And Expense Accounts |        |       |          | 873,811.44 | Claims: 873,811.44 |