## UNION GAP CITY COUNCIL

## \*\* AMENDED REGULAR MEETING AGENDA \*\*

## **MONDAY JULY 22, 2024 – 6:00 P.M.**

## **CIVIC CAMPUS, 102 W. AHTANUM ROAD, UNION GAP**

#### **COUNCIL VALUES**

As a Council with a community centered approach, we are committed to fiscal responsibility, transparency, and professionalism.

The public will be allowed to comment on agenda items as they are presented during the meeting. Please signal the chair if you wish to comment on an items. Each speaker will have three (3) minutes to address the city council.

## 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 July 8, 2024, as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Payroll Vouchers – EFT's, and Check No's 41659 and 108768 through 108775 for the month of June 2024, in the amount of \$537,663.08

Claim Vouchers – EFT's, and Check No's 108776 through 108852 for July 22, 2024 in the amount of \$1,130,225.14

Advance Travel Vouchers – Check No's. 1315 through 1317 in the amount of \$796.00

## III. GENERAL ITEMS

### **Presentation**

Albert Miller, YVCOG Senior Land Use Planner – 2026 Growth Management Act Periodic Update Grant

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## **Public Works & Community Development**

1.	Resolution No	YVCOG Letter of Support and Contract
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- 2. Resolution No. \_\_\_\_\_ City Right of Way Procedures
- 3. Resolution No. \_\_\_\_\_ Recreation and Conservation Office (RCO) Grant Agreement

## **Finance & Administration**

- 1. Resolution No. \_\_\_\_\_ Surplus Fire Engine
- 2. Resolution No. \_\_\_\_\_ Electronic Fund Transfer Policy
- 3. Resolution No. \_\_\_\_\_ Local Government Investment Pool Account Authorization
- 4. 2024 2<sup>nd</sup> Quarter Financial Update

## City Manager

Friends of the Library Request

## IV. COMMITTEE REPORTS

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



# City Council Communication

Meeting Date: July 22, 2024

**From:** Albert Miller, YVCOG Senior Land Use Planner

**Topic / Issue:** Presentation – 2026 Growth Management Act Periodic Update Grant

**SYNOPSIS:** Yakima Valley Conference of Governments (YVCOG) will present a letter of support and address the 2026 Growth Management Act Periodic Update Grant as it pertains to the City.

**RECOMMENDATION:** A presentation will be made by YVCOG Senior Land Use Planner Albert Miller.

**LEGAL REVIEW:** City Attorney has reviewed.

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS: N/A** 



# City Council Communication

Meeting Date: July 22, 2024

**From:** Jason Cavanaugh, Director of PW & Community Development &

Albert Miller, YVCOG Senior Land Use Planner

**Topic / Issue:** Resolution – YVCOG Letter of Support and Contract

**SYNOPSIS:** Yakima Valley Conference of Governments (YVCOG) provides contracted services to the City of Union Gap, which is a fully planning community under the Washington State Growth Management Act (GMA).

The GMA requires that the adopted (1) Comprehensive Plan, (2) Critical Areas Ordinance, (3) Subdivision Ordinance, and (4) the Zoning Ordinance be updated periodically to reflect changes in law that have happened over the previous 10 years. YVCOG will provide assistance to the City utilizing grant funds.

The Washington State Department of Commerce is the agency responsible for administering the update process, and is providing Union Gap with \$125,000, to be split over two years, to perform the work.

**RECOMMENDATION:** A resolution authorizing the City Manager to sign the Letter of Support in order for YVCOG to submit the grant application for the Commerce 2026 Periodic Update Grant.

**LEGAL REVIEW:** City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

#### **BACKGROUND INFORMATION:**

**ADDITIONAL OPTIONS: N/A** 

ATTACHMENTS: 1. Resolution

2. YVCOG Letter of Support and Contract

## CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION OF THE CITY OF UNION GAP, WASHINGTON, APPROVING THE CITY MANAGER TO SIGN FOR THE PERODIC UPDATE GRANT APPLICATION TO UPDATE THE CITY OF UNION GAP COMPREHENSIVE PLAN, CRITICAL AREAS ORDINANCE, SUBDIVISION ORDINANCE, AND ZONING ORDINANCE.

WHEREAS, the City of Union Gap is a fully planning community under the Washington State Growth Management Act (GMA), and

**WHEREAS,** the GMA requires periodic updating of the Comprehensive Plan, Critical Areas Ordinance, Subdivision Ordinance, and Zoning Ordinance every ten years, and

WHEREAS, the current periodic update cycle begins July 1, 2024 and ends June 30, 2026, and

**WHEREAS,** the Washington State Department of Commerce (Commerce) has earmarked \$125,000 for the City of Union Gap to update the Comprehensive Plan, Critical Areas Ordinance, Subdivision Ordinance, and Zoning Ordinance, and

**WHEREAS,** Commerce requires that the City Manager sign a letter of support indicating the City of Union Gap is accepting the \$125,000 in order to meet the requirements of the Growth Management Act.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UNION GAP, AS FOLLOWS:

The City Council of the City of Union Gap authorizes the City Manager to sign the letter of support on behalf of the City.

Passed by the City Council and approved by the Mayor at its regular meeting on July 22, 2024.

	John Hodkingen Moyer
	John Hodkinson, Mayor
ATTEST:	APPROVED AS TO FORM:
ATTEST.	ALL ROYLD AS TO LORW.
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney



I, Sharon Bounds, City Manager of the City of Union Gap, authorize the Yakima Valley Conference of Governments to propose the attached scope of work and budget request for the Periodic Update Grant to facilitate the community in the periodic review and update, if necessary, of our comprehensive plan, critical areas ordinance, and development regulations as necessary to meet the requirements of the Growth Management Act.

The Comprehensive Plan, Critical Areas Ordinance, Zoning Ordinance, and Subdivision Ordinance will be reviewed and updated to ensure that they reflect legislative changes that have occurred in state law since the last periodic update. Community outreach is proposed through various means, including surveys, open houses, and community events. Coordination with Yakima County to update our Urban Growth Area, Interlocal Agreements, and Countywide Planning Policies has already begun, along with coordination with the Washington State Department of Fish and Wildlife on updating the Critical Areas Ordinance.

We agree to pursue adoption of the ordinances and/or plans that result from the grant by June 12, 2026.

Date	Sharon Bounds, City Manager of Union Gap



#### STATE OF WASHINGTON

#### DEPARTMENT OF COMMERCE

1011 Plum Street SE • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000 www.commerce.wa.gov

April 17, 2024

City of Union Gap 102 West Ahtanum Road Post Office Box 3008 Union Gap, WA 98903-0008

RE: 2026 Growth Management Act Periodic Update Grant

Greetings,

We are pleased to inform you that \$125,000 has been reserved for Union Gap as a grant to assist in completing your work in reviewing and, as needed, revising your comprehensive plan and development regulations. Please register here to join us on April 22, 2024 at 1:00 PM for a drop-in session for questions about PUG applications.

This funding is a non-competitive formula grant based on population size. Under RCW 36.70A.130(5)(b) and the Growth Management Act, Union Gap must complete review of its comprehensive plan by June 30, 2026.

Funding is appropriated by the legislature following the biennial budget, one-half of your GMA Update Grant funding is currently available, or \$62,500 is available to reimburse related review and update project costs from July 1, 2024 to June 30, 2025. The second half of this total award, or \$62,500 will be available in your grant agreement for the period of July 1, 2025 to June 30, 2026.

Commerce will sign a grant agreement with you in the upcoming month. This letter confirms that all related GMA update project costs incurred by your jurisdiction, beginning July 1, 2024, will be eligible for reimbursement. Therefore, you will not need to delay work on the update grant until the contract is signed.

In addition to this financial assistance, Growth Management Services will continue to provide technical assistance for you during this periodic update process, until your scheduled update deadline and our regional planners are ready to assist you with any questions.

In order to receive this funding, please complete and submit the GMA Update Grant Application materials. You can apply directly via an online form using this link. Please pay close attention to the instructions. You can also find application materials on the Growth Management Services grants webpage located here. Please submit your online application no later than September 30, 2024. We will begin creating your contract and finalizing your Scope of Work as soon as we receive it.

If you have questions regarding this grant program or receiving technical assistance regarding your update, please contact Deanah Watson, at Deanah. Watson@Commerce.wa.gov.

Sincerely,

Dave Andersen, AICP

Managing Director, Growth Management Services

cc: Deanah Watson

Task	Deliverable	Due Date	FY 2025 %*	FY 2026 %*
Develop periodic update work plan	Periodic update work plan	June 13, 2025	\$6,250	
Develop a public participation plan	Public participation plan	June 13, 2025	\$6,250	
Complete critical areas analysis	Critical Areas Checklist	June 13, 2025	\$12,500	
Draft Critical Areas Ordinance amendment	Draft Critical Areas Ordinance	June 12, 2025	\$12,500	
Adopt Critical Areas Ordinance amendment	Adopted Critical Areas Ordinance	June 12, 2026		\$9,375
Complete comprehensive plan analysis	Comprehensive Plan Checklist	June 13, 2025	\$12,500	
Draft comprehensive plan amendment	Draft Comprehensive Plan	June 12, 2026		\$12,500
Adopt comprehensive plan amendment	Adopted Comprehensive Plan	June 12, 2026		\$9,375
Analyze development regulations	Development Regulations Checklist	June 13, 2025	\$12,500	
Draft development regulations ordinance	Draft Development Regulations Ordinance	June 12, 2026		\$12,500
Adopt development regulations ordinance	Adopted Development Regulations Ordinance	June 12, 2026		\$9,375
Find that the periodic update required by RCW 36.70A.130(1) is complete	Resolution Finding the periodic update required by RCW 36.70A.130(1) is complete	June 12, 2026		\$9,375



# City Council Communication

Meeting Date: July 22, 2024

From: Jason Cavanaugh, Director of Public Works & Community Development

**Topic / Issue:** Resolution – City Right of Way Procedures

**SYNOPSIS:** The City of Union Gap, needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations and state law, and state regulations hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations.

The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

**RECOMMENDATION:** Authorize the City Manager to sign a resolution regarding the updated Right of Way Procedures.

**LEGAL REVIEW:** City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION:** 

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution

WSDOT Local Agency Guidelines - Form LPA-001

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

A RESOLUTION	authorizing	the	City	Manager	to	sign	the	City	Right-o	f-Way
Procedures;										

WHEREAS, the City from time to time requires right-of-way acquisition services on certain road projects;

WHEREAS, the City desires to meet applicable federal regulations regarding right-of –way procedures;

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

The City Manager is authorized to sign the City's 2024 right of way procedures.

PASSED this 22nd day of July 2024.

	John Hodkinson, Mayor
ATTEST:	APPROVED AS TO FORM:
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney

The City of Union Gap (Agency), needing to acquire real property (obtain an interest in and/or possession of) in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act and applicable federal regulations (49 CFR Part 24) and state law (Ch. 8.26 RCW), and state regulations (Ch. 468-100 WAC) hereby adopts the following procedures to adhere to all applicable laws, statutes, and regulations. The Agency is responsible for the real property acquisition and relocation activities on projects administered by the Agency and must acquire right of way (ROW) in accordance with the policies set forth in the Washington State Department of Transportation Right of Way Manual M 26-01 and Local Agency Guidelines (LAG).

Below is a list of Agency staff, by name and position titles, who are qualified to perform specific ROW functions. Attached to these procedures are resumes for everyone listed within these procedures, which provide a summary of their qualifications. The procedures shall be updated whenever staffing changes occur.

- 1. The Agency has the staff with the knowledge and experience to accomplish the following ROW Disciplines:
  - i. PROGRAM ADMINISTRATION:

Oversee delivery of the ROW Program on federal aid projects for the Agency. Ensures ROW functions are conducted in compliance with federal and state laws, regulations, policies, and procedures.

### Responsibilities/Expectations:

- Ensures Agency's approved ROW Procedures are current, including staff qualifications, and provides copies to consultants and Agency staff;
- Oversight of ROW consultants;
  - use of consultant contract approved by WSDOT
  - o management of ROW contracts
  - o management of ROW files
  - o reviews and approves actions and decisions recommended by staff & consultants
  - Overall responsibility for decisions that are outside the purview of consultant functions
- Sets Just Compensation before offers are made;
- Oversight and approval of Waiver Valuations per policy;
- Oversight and approval of Administrative Settlements per policy;
- Ensure the Agency has a relocation appeal process before starting relocation activities;
- Obligation authority for their Agency;
- Obtain permits (Non-Uniform Relocation Act (URA));
- Ensures there is a separation of functions to avoid conflicts of interest.
- Verifies whether ROW is needed, and that the property rights and/or interests needed are sufficient to construct, operate, and maintain the proposed projects (see LAG Appendix 25.174, 25.175, & 25.176).

## Sharon Bounds, City Manager Jason Cavanaugh, Director of Public Works and Community Development

Note: Staff included under Program Administration must have completed the eLearning Administrative Settlement and No ROW Verification training available at <a href="https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education">https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education</a>

## ii. APPRAISAL

Prepare and deliver appraisals on federal aid projects for the Agency. Ensures that appraisals are consistent and in compliance with state and federal laws, regulations, policies, and procedures.

### Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal work;
- Use an Appraiser from WSDOT's Approved Consultant List if the Agency does not have qualified staff;
- Prepare ROW Funding Estimate (not required to be completed by an appraiser & only when there are federal funds in the ROW Phase);
- Prepare Wavier Valuation;
- Obtain specialist reports;
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management, as necessary.

#### Contract / WSDOT

#### iii. APPRAISAL REVIEW:

Review appraisals on federal aid projects for the Agency to make sure they are adequate, and reliable, have reasonable supporting data, and approve appraisal reports. Ensures appraisals are adequately supported and represent fair market value and applicable costs to cure and are completed in compliance with state and federal laws, regulations, policies, and procedures.

### Responsibilities/Expectations:

- Use only qualified agency staff approved by WSDOT to perform appraisal review work;
- Use review appraiser from WSDOT's Approved Consultant List if the agency does not have qualified staff;
- Ensures project-wide consistency in approaches to value, use of market data, and costs to cure:
- Coordinate with engineering, program administration, acquisition, relocation, and/or property management, as necessary.

### Contract / WSDOT

#### iv. ACQUISITION:

Acquire, through negotiation with property owners, real property, or real property interests (rights) on federal aid projects for the Agency. Ensures acquisitions are completed in compliance with federal and state laws, regulations, policies, and procedures.

#### Responsibilities/Expectations:

- Use only qualified staff to perform acquisition activities for real property or real property interests, including donations;
- To avoid a conflict of interest, when the acquisition function prepares a Waiver Valuation, only acquires property valued at \$15,000 or less;
- Provide and maintain a comprehensive written account of acquisition activities for each parcel;
- Prepare Waiver Valuation justification and obtain approval;
- Prepare Administrative Settlement and obtain approval;
- Prepare Right of Way Funding Estimate (when there are federal funds in the ROW Phase);
- Review title, and recommend and obtain approval for acceptance of encumbrances;
- Ensure acquisition documents are consistent with ROW plans, valuation, and title reports;
- Provide a negotiator disclaimer;
- Maintain a complete, well-organized parcel file for each acquisition;
- Coordinate with engineering, program administration, appraisal, relocation, and/or property management, as necessary.

## Sharon Bounds, City Manager Jason Cavanaugh, Director of Public Works and Community Development

Note: Staff included under Acquisition must have completed the eLearning Administrative Settlement training available at <a href="https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education">https://wsdot.wa.gov/business-wsdot/support-local-programs/local-programs-training/right-way-training-education</a>

#### v. RELOCATION:

Provide relocation assistance to occupants of property considered displaced by federally funded projects for the Agency. Ensures relocations are completed in compliance with federal and state laws, regulations, policies, and procedures.

#### Responsibilities/Expectations:

- Prepare and obtain approval of relocation plan before starting relocation activities;
- Confirm relocation appeal procedure is in place;
- Provide required notices and advisory services;
- Make calculations and provide recommendations for Agency approving authority before making payment;
- Provide and maintain a comprehensive written account of relocation activities for each parcel;
- Maintain a complete, well-organized parcel file for each displacement;
- Ensure occupants and personal property is removed from the ROW;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management, as necessary.

#### Contract / WSDOT

#### vi. PROPERTY MANAGEMENT:

Establish property management policies and procedures that will assure control and administration of ROW, excess lands, and improvements acquired on federal aid projects for the Agency. Ensures property management activities are completed in compliance with federal and state laws, regulations, policies, and procedures.

### Responsibilities/Expectations:

- Account for use of proceeds from the sale/lease of property acquired with federal funds on other title 23 eligible activities;
- Keep ROW free of encroachments;
- Obtain WSDOT/FHWA approval for change in access control along interstate;
- Maintain property records;
- Ensure occupants and personal property is removed from the ROW;
- Maintain a complete, well-organized property management file;
- Coordinate with engineering, program administration, appraisal, acquisition, and/or property management, as necessary.

Sharon Bounds, City Manager	
Jason Cavanaugh, Director of Public	Works and Community Development

- b. Any functions for which the Agency does not have qualified staff, the Agency will contract with another local agency with approved procedures, a qualified consultant, or the WSDOT. An Agency that proposes to use qualified consultants for any of the above functions will need to work closely with their ROW Local Agency Coordinator (LAC) and Local Programs to ensure all requirements are met. The LAC will perform spot-check reviews on selected federal aid or federal aid-eligible projects. The LAC must be given an opportunity to review all offers and supporting data before offers are made to the property owners. The number of spot-check reviews is dependent upon the scope of the project, the complexity of acquisitions, the local agency's level of experience, and past performance. Spot check reviews may not be required on all projects but will lessen the risk of delays during ROW Certification. Additional information or parcel files may be requested by the LAC to ensure local agency compliance.
- c. The Agency's Administrative Settlement Procedures indicating the approval authorities and the procedures involved in making administrative settlements need to be included with these procedures (see Exhibit A).
- d. An Agency wishing to take advantage of the Waiver Valuation process, properties valued up to \$35,000 or less, need to complete Exhibit B of these procedures.

2.	2. All projects shall be available for review by the FHWA and WSDOT at any time and all project documents shall be retained and available for inspection during the plan development, ROW, and construction stages, and for three years following acceptance of the projects by WSDOT.				
3.	Approval of the Agency's procedures by WSA Agency is found to no longer have qualified so The rescission may be applied to all, or part of	taff or is found to be in non-compliance w			
Sh	aron Bounds, City Manager	Date			
	shington State Department of Transportation proved By:	1			
Lo	cal Programs Right of Way Manager	Date			

### **EXHIBIT A**

## **Agency's Administrative Settlement Policy**

#### ADMINISTRATIVE SETTLEMENT

The City Manager may approve an administrative settlement of up to ten percent (10%) when it is determined that such action is in the public interest. In arriving at a determination to approve an administrative settlement, the designated official must give full consideration to all pertinent information including, but not limited to, the following:

- 1. All available appraisals, including the owner's, and the probable range of testimony in a condemnation trial.
- 2. Ability of the Agency to acquire the property, or possession, through the condemnation process to meet the construction schedule. Impact of construction delay pending acquisition.
- 3. The negotiator's recorded information, including parcel details and the owner(s) rationale for increased compensation.
- 4. Recent court awards in cases involving similar acquisition and appraisal problems.
- 5. Likelihood of obtaining an impartial jury in local jurisdiction; opinion of legal counsel where appropriate.
- 6. Estimate of trial cost weighed against other factors.

Administrative settlements, above ten percent (10%), shall be approved by City Council in an Executive Session and City Council action following.

Sharon Bounds, City Manager

Sharon Bounds, City Manager	Date	
Washington State Department of Transportation		
Approved By:		
Local Programs Right of Way Manager	Date	

#### **EXHIBIT B**

## Agency's Waiver Valuation

The City of Union Gap, hereinafter (Agency), desiring to acquire Real Property according to 23 CFR, Part 635, Subpart C, 49 CFR Part 24, and State directives, and desiring to take advantage of the waiver valuation process approved by the Federal Highway Administration (FHWA) for Washington State, hereby agrees to follow the procedure approved for the Washington State Department of Transportation (WSDOT) as follows:

### Rules

- A. The Agency may elect to waive the requirement for an appraisal if the acquisition is simple, has a low fair market value, and the compensation estimate (including the cost to cure items) and the estimated property value is under \$35,000.
- B. The Agency must make the property owner(s) aware that an appraisal has <u>not</u> been completed on the property for offers of \$15,000 or less.
- C. The Agency must make the property owner(s) aware that an appraisal has <u>not</u> been completed on the property for offers over \$15,001 and up to \$35,000, and that an appraisal will be prepared if requested by the property owner(s).
- D. Special care should be taken in the preparation of the Waiver Valuation as no review is mandated, the preparer needs to ensure that the compensation is fair and that all the calculations are correct.

#### Procedures

- A. A Waiver Valuation is prepared using comparable sales found and verified at the time of preparation.
- B. The Waiver Valuation is approved by the Agency staff listed under Program Administration within these Right of Way Procedures. Upon signature, an offer to the property owner(s) is authorized once the local agency coordinator has completed a Spot Check for the project.

Sharon Bounds, City	Date
Washington State Department of Transportation Approved By:	
Local Programs Right of Way Manager	Date



# City Council Communication

**\Meeting Date:** July 22, 2024

**From:** Jason Cavanaugh; Director of Public Works & Comm. Development

**Topic/Issue:** Resolution – Recreation and Conservation Office (RCO) – Grant Agreement

**SYNOPSIS:** The City of Union Gap was the successful recipient of a \$100,000 grant from Recreation and Conservation Office (RCO) for Local Park Maintenance. The spending plan submitted to RCO separated the \$100,000 into the following 2 phases;

Phase 1 – Picnic Tables; Complete

Phase 2 - Crack repair, resurfacing and repainting of the outdoor basketball and tennis courts at Loudon and Ahtanum Youth park. The dollar amount designated for the phase is \$79,765. The spending and work will occur during RCOs fiscal year July 1, 2024 to June 30, 2025.

**RECOMMENDATION:** Approve a resolution authorizing the City Manager to sign an RCO Grant agreement to begin with phase 2 of the Local Park Maintenance grant.

**LEGAL REVIEW:** The City Attorney has reviewed the resolution and grant agreement

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** 1. Resolution

2. RCO Grant Agreement

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

**A RESOLUTION** authorizing the City Manager to sign Grant Agreement #24-2203M with Washington State Recreation and Conservation Office (RCO).

**WHEREAS,** the City received a \$79,765 grant from RCO for the Local Park Maintenance Program Multi-Tier 1; and

**WHEREAS,** the Project Title for this Grant is *Outdoor Sports Court and Picnic Table Rehab*; and

**WHEREAS**, the grant will be used to resurface and repaint two outdoor basketball courts, three outdoor tennis courts; and repair and/or replace worn outdoor picnic tables within its parks.

**WHEREAS**, the Council would like to begin the first phase of the Local Park Maintenance grant.

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

The City Manager is authorized to sign Grant Agreement #24-2203M with Washington State Recreation and Conservation Office for the Local Park Maintenance Program Multi-Tier 1.

**PASSED** this 22<sup>nd</sup> day of July, 2024.

	John Hodkinson, City Mayor
ATTEST:	APPROVED AS TO FORM:
Karen Clifton, City Clerk	Jessica Foltz, City Attorney



Project Sponsor: City of Union Gap Project Number: 24-2203M

Project Title: Outdoor Sports Court and Picnic Table Rehab Approval Date: 06/30/2024

#### PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) for the project identified above (Project) is entered into between the State of Washington by and through the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917, and City of Union Gap (Sponsor, and primary Sponsor), 102 West Ahtanum Road, Union Gap, WA 98903, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Sponsor attests that prior to and during the Period of Performance, its Authorized Representative(s)/Agent(s) identified on the original signed Applicant Resolution/Authorization has full authority to legally bind the Sponsor(s) regarding all matters related to the Project, including but not limited to, full authority to: (1) sign the grant application for grant assistance, (2) enter into this Agreement, including indemnification, (3) enter into amendments to this Agreement. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, a Sponsor may change its Authorized Representative/Agent only by providing the RCO written notice of the change and identifying the new designee authorized to sign as Authorized Representative/Agent. Unless and until such written notice is provided to RCO, RCO shall recognize only the person initially identified as the Authorized Representative/Agent.
- B. RCO reserves the right at any time to request, and Sponsor has the obligation to provide authorizations and documents that demonstrate any signatory to this Agreement or an amendment has the authority to legally bind the Sponsor.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

#### **PURPOSE OF AGREEMENT**

This Agreement sets out the terms and conditions by which a Local Parks Maintenance Program grant is made from the General Fund State Account of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

#### **DESCRIPTION OF PROJECT**

The City of Union Gap will use this grant to resurface and repaint two outdoor basketball courts and three outdoor tennis courts. The primary recreational activity supported by this project is maintenance of outdoor recreation sites.

#### PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2024 (project start date) and ends on June 30, 2025 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO has the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date

#### STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

#### **LONG-TERM OBLIGATIONS**

For this maintenance project, the Sponsor's ongoing obligations for the project area shall be for the period of performance of this Agreement. For equipment purchased as part of the project, the Sponsor's ongoing obligation shall comply with the

RCO: 24-2203 Revision Date: 10/26/2023 Page 1 of 18

Treatment of Equipment and Assets section and applicable RCO Manuals identified herein.

#### PROJECT FUNDING AND REIMBURSEMENT PERIOD(S)

The total grant award provided for this project shall not exceed \$79,765.00. The RCO shall not pay any amount beyond that approved for grant funding of the project.:

	Percentage	Dollar Amount	Source of Funding
Office - Local Parks Mnt Multi-Tier 1	100.00%	\$79,765.00	State
Total Project Cost	100.00%	\$79,765.00	

If this Grant Agreement's period of performance spans more than one state fiscal year (July 1st through June 30th), Sponsor's work performed in each fiscal year shall be reimbursed only with the funds available in that fiscal year. RCO shall not be obligated to reimburse work performed in one single fiscal year with funds from another fiscal year.

Grant funds that are not expended through a reimbursement request in one fiscal year (unused funds) shall not be carried over to the next fiscal year, and Sponsor has no right to these funds in the next fiscal year. Sponsor shall forfeit unspent grant funds, which shall remain with RCO unless otherwise made available as part of an amended Agreement.

#### RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

#### **AMENDMENTS TO AGREEMENT**

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement shall be effective unless set forth in writing and signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

#### **COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES**

This Agreement, including any amendment thereto, is governed by, and the Sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purposes of this Agreement, the following RCO manuals are deemed applicable and are incorporated as terms of this Agreement:

- Local Parks Maintenance Grant Manual 27
- Reimbursements Manual 8

#### **SPECIAL CONDITIONS**

For cultural resources compliance purposes, the sponsor has certified that the scope of work included within this Project meets the conditions outlined in Manual 27 as a Multisite project that only includes Tier 1 activities, and that all maintenance activities do not include ground disturbing actions or involve work on a historic-era structures. The sponsor must adhere to the standard Inadvertent Discovery Protocols as outlined in this grant agreement.

None

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#### **AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

Sponsor Project Contact

Jason Cavanaugh
Building Official
102 W Ahtanum Rd
Union Gap, WA 98903
jason.cavanaugh@uniongapwa.gov

**RCO Contact** 

Henry Smith
Outdoor Grants Manager
PO Box 40917
Olympia, WA 98504-0917
henry.smith@rco.wa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change.

#### **ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

#### **EFFECTIVE DATE**

Unless otherwise provided for in this Agreement, this Agreement, for Project 24-2203, shall become effective and binding on the date signed by both the Sponsor's and the RCO's Authorized Representative/Agent, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed, and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

ity of Union Gap			
Ву	·	Date:	
Name (printed):	:		
Title	:		
tate of Washing	ton Recreation and Conservation Office		
Ву	·	Date:	
FOR	Megan Duffy Director Recreation and Conservation Office		
	Pre-approved as to form:		
By:	Davil & Marchet.	Date:	10/26/2023
	Assistant Attorney General		

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Project Number: 24-2203M



Project Sponsor: City of Union Gap

Project Title: Outdoor Sports Court and Picnic Table Rehab Approval Date: 06/30/2024

## **Eligible Scope Activities**

#### **ELIGIBLE SCOPE ACTIVITIES**

#### **Maintenance Metrics**

Worksite #1, Ahtanum Youth Activities Park

**Recreational Facility Maintenance** 

**Perform Recreational Facility Maintenance** 

**Project Management** 

**Project Management** 

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**Project Sponsor:** City of Union Gap **Project Number:** 24-2203M

Project Title: Outdoor Sports Court and Picnic Table Rehab Approval Date: 06/30/2024

## **Project Milestones**

## PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Cultural Resources Complete	11/21/2023	Inadvertent Discovery Plan Submitted
	Project Start	07/01/2024	
	Progress Report Due	01/15/2025	
	Annual Project Billing Due	01/31/2025	
	Agreement End Date	06/30/2025	
	Final Billing Due	07/31/2025	
	Final Report Due	08/15/2025	

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Project Sponsor: City of Union Gap

Project Title: Outdoor Sports Court and Picnic Table Rehab

Project Number: 24-2203M Approval Date: 06/30/2024

# Standard Terms and Conditions of the Recreation and Conservation Office

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#### STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 03/15/2024.

#### CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the version current on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout the Agreement, the following terms shall have the meaning set forth below (Note: not all defined terms may be present in a particular Agreement):

Agreement, terms of the Agreement, or project agreement – The document entitled "RCO GRANT AGREEMENT" accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

**applicable manual(s), manual** – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the "RCO director" for the term "board" in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

**applicable WAC(s)** – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the "RCO director" for the term "board" or "agency" in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

**applicant** – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question, and who has submitted an application to RCO requesting grant funds.

**application** – The documents and other materials that an applicant submits to the RCO to support the applicant's request for grant funds; this includes materials required for the "Application" in the RCO's automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor's signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

C.F.R. – Code of Federal Regulations

**completed project or project completion** – The status of a project when all the following have occurred:

- The grant funded project has been inspected by the RCO, if applicable
- The RCO has determined that the project has been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any amendments to the Agreement required by RCO have been executed by the Sponsor and RCO and have been delivered to RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**contractor** – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

**Cultural Resources** – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

director - The chief executive officer of the Recreation and Conservation Office or that person's designee.

**effective date** – The date when the Agreement is signed by both the Sponsor's and the RCO's Authorized Representative/Agent, whichever is later.

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**equipment** – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

**funding board or board** – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board, or both as may apply.

Funding Entity – the entity that approves the project that is the subject to this Agreement.

**grant program** – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

**long-term obligations** – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

**landowner agreement** – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

**maintenance project** – A project that maintains existing areas and facilities through repairs and upkeep for the benefit of outdoor recreation.

**maintenance and operation** – A project that maintains and operates existing areas and facilities through repairs, upkeep, and routine services for the benefit of outdoor recreationists.

match or matching share – The portion of the total project cost provided by the Sponsor.

**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

Office - Means the Recreation and Conservation Office or RCO.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

period of performance – The period beginning on the project start date and ending on the project end date.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g., requesting and accepting reimbursements, submitting reports). A Primary Sponsor includes its officers, employees, agents and successors.

**Project** – The undertaking identified on the first page of the Agreement that is funded by this Agreement either in whole or in part with funds administered by RCO.

**project area** - A geographic area that delineates a grant assisted site which is subject to project agreement requirements.

project completion or completed project – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any amendments to the Agreement required by RCO have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

project start date – The specific date identified in the Agreement on which the period of performance starts.

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RCFB - Recreation and Conservation Funding Board

**RCO** – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

**RCW** - Revised Code of Washington

**reimbursement** – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**secondary Sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**tribal consultation** – Outreach and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any request from such tribes and considering tribal recommendations for project implementation, which may include not proceeding with parts of the project, altering the project concept and design, relocating the project, or not implementing the project. Tribal consultation does not affect RCO's final approval authority for project proposals.

**useful service life** – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

**WAC** – Washington Administrative Code.

#### PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

#### **ASSIGNMENT**

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

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#### **RESPONSIBILITY FOR PROJECT**

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The Sponsor has sole responsibility to implement the project and for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed in accordance with the Agreement.

#### **INDEMNIFICATION**

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity (however denominated) arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable. Provided, however, that Sponsor is not required to defend or indemnify the State against and hold harmless the State from claims, demands or suits based upon the sole negligence of the State, its employees and/or agents for whom the State is vicariously liable. Provided, further, that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents, the Sponsor's indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor donating its services to the project without compensation or other substantial consideration.

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

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

#### INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, other taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

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#### **CONFLICT OF INTEREST**

Notwithstanding any determination by the Executive Ethics Board or other tribunal, RCO may, in its sole discretion, by written notice to the Sponsor terminate this Agreement if it is found after due notice and examination by RCO that there is a violation of the Ethics in Public Service Act, RCW 42.52; or any similar statute involving the Sponsor in the procurement of, or performance under, this Agreement. In the event this Agreement is terminated as provided in this paragraph, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### **COMPLIANCE WITH APPLICABLE LAW**

In performing it obligations under the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility. Provided, however, that this restriction shall be based on an analysis of the use of the funds, not the identity or affiliation of the Sponsor.
- C. Wages and Job Safety. The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction affecting wages and job safety. The Sponsor agrees, that when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.
  - 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.
- D. Restrictions on Grant Use. No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

#### ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- B. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any

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work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

- C. The Sponsor shall be provided and be bound by the RCO Inadvertent Discovery Plan, and:
  - 1) Keep the IDP at the project site.
  - 2) Make the IDP readily available to anyone working at the project site.
  - 3) Discuss the IDP with staff and contractors working at the project site.
  - 4) Implement the IDP when cultural resources or human remains are found at the project site.

#### D. Discovery

- If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
  - Any human remains discovered shall not be touched, moved, or further disturbed unless directed by RCO or the Department of Archaeology and Historic Preservation (DAHP).
  - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

#### **RECORDS**

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. Access to Records and Data. At no additional cost to RCO, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and/or federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State

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from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

#### **PROJECT FUNDING**

- A. **State Operating Budget.** Grant funds for this Grant/Agreement derive from the State's Operating Budget. Sponsor shall comply with state rules that direct, and in some cases restrict, the use of such funds for work performed per this Agreement. Sponsor shall follow RCO's direction on what activities Sponsor performs per this Agreement because of Operating Budget rules and requirements.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement nor for activities that do not occur in the fiscal year in which funds are available unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

#### PROJECT REIMBURSEMENTS

#### Reimbursement Basis (also see PROJECT FUNDING AND REIMBURSEMENT PERIOD(S) section)

- A. This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year and only for reimbursable activities occurring in the same fiscal year (July 1st through June 30th) or as identified in the milestones. Sponsors must refer to the PROJECT FUNDING AND REIMBURSEMENT PERIOD(S) section and the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements. Where conflicts exist between this Agreement and RCO Manual 8, this Agreement shall prevail.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
  - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete.

#### **RECOVERY OF PAYMENTS**

A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance, in addition to any other remedies available at law or in equity.

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B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of RCO, it shall be due and owing 30 days after demand by RCO for refund.

#### **COVENANT AGAINST CONTINGENT FEES**

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

#### INCOME (AND FEES) AND USE OF INCOME

See WAC 286-13-110 for additional requirements for projects funded from the RCFB.

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - 1) The Sponsor's matching resources;
  - 2) The project's total cost;
  - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
  - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
  - 1) Grant program laws, rules, and applicable manuals;
  - 2) Value of any service(s) furnished;
  - 3) Value of any opportunities furnished; and
  - 4) Prevailing range of public fees in the state for the activity involved.

#### PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
  - 1) Publish a notice to the public requesting bids/proposals for the project;
  - 2) Specify in the notice the date for submittal of bids/proposals;
  - 3) Specify in the notice the general procedure and criteria for selection; and

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- 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
- 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

#### TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or as allowed by this Agreement and applicable RCO Manuals. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. Loss or Damage. The Sponsor shall be responsible for any loss or damage to equipment.

#### **RIGHT OF INSPECTION**

The Sponsor shall provide right of access to the project to RCO, 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, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

#### PREFERENCES FOR RESIDENTS

Sponsors shall not express a preference for users of grant assisted project sites on the basis of residence (including preferential reservation, membership, and/or permit systems) except that reasonable differences in admission and other fees may be maintained on the basis of residence. Fees for nonresidents must not exceed twice the fee imposed on residents. Where there is no fee for residents but a fee is charged to nonresidents, the nonresident fee shall not exceed the amount that would be imposed on residents at comparable state or local public facilities.

## PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
  - 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- B. **Control and Tenure.** At the request of RCO, the Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration, or maintenance. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- C. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009", "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013;

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and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.

D. **Safety and Risk.** At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

#### **ORDER OF PRECEDENCE**

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and
- G. Applicable Manuals;
- H. Applicable deed restrictions, and/or governing documents.

#### **LIMITATION OF AUTHORITY**

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

#### **WAIVER OF DEFAULT**

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

#### APPLICATION REPRESENTATIONS - MISREPRESENTATIONS OR INACCURACY OR BREACH

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application is presumed to be material and to have been relied upon, and may be deemed a breach of this Agreement at RCO's sole discretion.

#### SPECIFIC PERFORMANCE

RCO may, at its sole discretion, enforce this Agreement by the remedy of specific performance, which means Sponsor's completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

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#### **TERMINATION AND SUSPENSION**

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

#### A. For Cause.

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
  - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
  - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
  - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.
- B. **For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:
  - 1) The Sponsor was not in default; or
  - 2) Failure to perform was outside Sponsor's control, fault or negligence.

#### C. Rights and Remedies of the RCO.

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.
- D. **Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.
  - 1) Suspension: The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
  - 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law

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and regulations.

#### **DISPUTE HEARING**

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons; one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed, and they shall agree on a third person. This process shall be repeated until a three-person panel is established.

Any hearing under this section shall be informal, with the specific processes to be set by the disputes panel according to the nature and complexity of the issues involved. The process will be solely based on written material if the parties so request or if so directed by the disputes panel. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

#### ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

#### **GOVERNING LAW/VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

#### **SEVERABILITY**

The provisions of this Agreement 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 Agreement.

#### **END OF STANDARD TERMS AND CONDITIONS**

This is the end of the Standard Terms and Conditions of the Agreement.

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# City Council Communication

Meeting Date: July 22, 2024

**From:** Lynette Bisconer, Director of Finance & Administration

**Topic / Issue:** Resolution – Electronic Fund Transfer Policy

**SYNOPSIS:** During the 2022 accountability audit, the Washington State Auditor recommended adopting an Electronic Funds Transfer (EFT) Policy, therefore City staff has combined the State Auditor recommendations and existing City practices, to create a new policy relating to procedures for EFTs.

**RECOMMENDATION:** Approve a Resolution creating an EFT Policy, per the State Auditor's recommendation.

**LEGAL REVIEW:** Reviewed by the City Attorney

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** Resolution

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

**A RESOLUTION** of the City Council of the City of Union Gap, Washington, creating an Electronic Fund Transfer (EFT) policy.

**WHEREAS,** State policy requires that agencies develop written internal policies for managing Electronic Fund Transfers (EFT); and,

**WHEREAS**, as a result the State Auditor made recommendations that the City develop and adopt policies for managing these transactions; and,

**WHEREAS**, City staff has combined the State Auditor recommendations and existing City practices, to create a new policy relating to procedures for EFT.

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

**Section 1.** The City Council finds it in the best interest of the City to have an EFT Policy and hereby adopts the EFT Policy attached hereto as **Exhibit A**.

**Section 2. Effective Date.** This Resolution shall be effective upon its adoption by the City Council.

PASSED this 22th day of July, 2024.

John Hodkinson, Mayor

ATTEST: APPROVED AS TO FORM:

Lynette Bisconer, City Clerk Jessica Foltz, City Attorney

#### **EXHIBIT A**

#### **Electronic Fund Transfer (EFT) POLICY**

To promote the safety of City funds in the electronic funds transfer environment, the following policy will be adhered to:

- 1. To initiate, approve, and record an EFT payment, the process is subject to the same financial policies, procedures, and controls that govern disbursements made by any other means.
  - Review of transfer by Director of Finance & Administration or designee who will not be entering or initiating the transfer.
  - Two approval signatures from Council Members via the entire voucher approval form, which is signed at regular Council meetings.
  - Reconciliation of bank activity to the General Ledger will be performed in a timely manner with all exceptions resolved.
- 2. EFT transactions will not be made without proper authorization of affected parties in accordance with federal and state statutes and accepted business practices.
- 3. All EFT payments should be initiated by secure computer-based systems:
  - US Bank SinglePoint (designated administrator, dual control & time-limited token generated PIN)
  - Known payroll benefit providers' portals, such as IRS, AWC, DRS.
- 4. The City Director of Finance & Administration shall serve as primary administrator to manage and control access to the systems used to process EFT transactions. The administrator shall ensure that adequate separation of duties exists in accordance with accepted internal control standards. In addition, the administrator shall ensure approval and maintenance of user system IDs, user permissions, including authorized representatives and their associated transfer limits. The City Manager has authority to serve as back up administrator.
- 5. Because EFT transfers between City bank accounts have reduced risk, the Finance Office may use EFTs on a routine basis to concentrate funds for payment and investment purposes. Although the risks are minimal for transfers between City accounts, reasonable controls should exist with regard to authorization, reconciliation, and review of these transactions.
- 6. EFT payments are limited to transfers between City bank accounts, accounts payable, payroll and payroll benefits.
- 7. Employees must submit a hard copy of completed Authorization for Direct Deposit form to the Deputy Clerk/Treasurer. No electronic signatures will be accepted. Any change to banking information will require a newly completed form. Employee signatures will be verified against signature on file. If an employee submits a change request without enough time for authorization prior to payroll, payment will be made by check until such time as the information can be verified.



# City Council Communication

Meeting Date: July 22, 2024

From: Lynette Bisconer, Director of Finance & Administration

**Topic / Issue:** Resolution - Surplus Fire Engine

**SYNOPSIS:** In January of 2022 the City purchased a new fire engine due to be delivered and put into service in August. The new engine is replacing a 1998 Freightliner E-One fire engine that has been in service since 1999 and is now surplus. The City conducted a market valuation to determine the value of the surplus engine, which is \$20,000-\$25,000. Yakima County Fire District 14 needs a functioning engine and requested to purchase it for \$20,000. Staff believes this is a fair price as the vehicle won't be sold to Dist. 14 fully equipped. Equipment such as hoses, nozzles, ladders, Master Stream and other items from the engine will be retained by the City.

**RECOMMENDATION:** Approve a Resolution declaring a 1998 Freightliner E-One fire engine, VIN 1FV6JLCBXXH969679, surplus and authorize the sale to Yakima County Fire District 14 for \$20,000.

**LEGAL REVIEW:** Reviewed by the City Attorney

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Resolution

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

$\boldsymbol{A}$ $\boldsymbol{RESOLUTION}$ declaring a fire engine surplus and providing for disposition of the same.
<b>WHEREAS,</b> the City of Union Gap has purchased a new fire engine to replace the 1998 Freightliner E-One fire engine; and,
<b>WHEREAS,</b> the Freightliner has been in service since 1999, and is now surplus; and,
<b>WHEREAS,</b> the City conducted a market valuation and determined the value of the surplus engine is \$20,000 - \$25,000; and,
<b>WHEREAS,</b> Yakima Fire District 14 has requested to purchase the engine for \$20,000, and staff believes this is a fair price since the vehicle will not be fully equipped when sold; equipment such as hoses, nozzles, ladders, Master Stream, and other items will be retained by the City.
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, HEREBY RESOLVES as follows:
Section 1. The City of Union fire engine is hereby declared surplus: 1998 Freightliner E-One fire engine VIN 1FV6JLCBXXH969679
Section 2. The City is authorized to sell this vehicle to Yakima County Fire District 14 for \$20,000.
PASSED this 22 <sup>nd</sup> day of July 2024.
John Hodkinson, City Mayor
ATTEST: APPROVED AS TO FORM:

Jessica Foltz, City Attorney

Lynette Bisconer, City Clerk



# City Council Communication

Meeting Date: July 22, 2024

From: Lynette Bisconer, Director of Finance & Administration

**Topic / Issue:** Resolution – Local Government Investment Pool Account Authorization

**SYNOPSIS:** With the retirement of the current City Treasurer, it is necessary to update the Local Government Investment Pool (LGIP) account authorization.

**RECOMMENDATION:** Approve a Resolution appointing the new City Treasurer as the LGIP account authorizer.

**LEGAL REVIEW:** Reviewed by the City Attorney

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** Resolution

# CITY OF UNION GAP, WASHINGTON RESOLUTION NO.

A RESOLUTION AUTHORIZING INVESTMENT OF CITY OF UNION GAP MONIES IN THE LOCAL GOVERNMENT INVESTMENT POOL.

WHEREAS, pursuant to Chapter 294, Laws of 1986, the Legislature created a trust fund to be known as the public funds investment account (commonly referred to as the Local Government Investment Pool (LGIP)) for the contribution and withdrawal of money by an authorized governmental entity for purposes of investment by the Office of the State Treasurer; and

WHEREAS, from time to time it may be advantageous to the authorized governmental entity, City of Union Gap, the "governmental entity", to contribute funds available for investment in the LGIP; and

WHEREAS, the investment strategy for the LGIP is set forth in its policies and procedures; and

WHEREAS, any contributions or withdrawals to or from the LGIP made on behalf of the governmental entity shall be first duly authorized by the City Treasurer, the "governing body", or any designee of the governing body, pursuant to the resolution, or a subsequent resolution; and

WHEREAS the governmental entity will cause to be filed a certified copy of said resolution with the Office of the State Treasurer; and

WHEREAS the governing body and any designee appointed by the governing body with authority to contribute or withdraw funds of the governmental entity has received and read a copy of the prospectus and understands the risks and limitations of investing in the LGIP; and

WHEREAS, the governing body attests by the signature of its members that it is duly authorized and empowered to enter into this agreement, to direct the contribution or withdrawal of governmental entity monies, and to delegate certain authority to make adjustments to the incorporated transactional forms, to the individuals designated herein.

**NOW THEREFORE, BE IT RESOLVED** that the governing body does hereby authorize the contribution and withdrawal of governmental entity monies in the LGIP in the manner prescribed by law, rule, and prospectus.

**BE IT FURTHER RESOLVED** that the governing body has approved the Local Government Investment Pool Authorization Form (Form) as completed by the City Treasurer and incorporates said form into this resolution by reference, and does hereby attest to its accuracy.

**BE IT FURTHER RESOLVED** that the governmental entity designates the City Treasurer as the authorized individual" to authorize all amendments, changes, or alterations to the Form or any other documentation including the designation of other individuals to make contributions and withdrawals on behalf of the governmental entity.

**BE IT FURTHER RESOLVED** that this delegation ends upon the written notice, by any method set forth in the prospectus, of the governing body that the authorized individual has been terminated or that his or her delegation has been revoked. The Office of the State Treasurer will rely solely on the governing body to provide notice of such revocation and is entitled to rely on the authorized individual's instructions until such time as said notice has been provided.

BE IT FURTHER RESOLVED that the Form as incorporated into this resolution or hereafter amended by delegated authority, or any other documentation signed or otherwise approved by the authorized individual shall remain in effect after revocation of the authorized individual's delegated authority, except to the extent that the authorized individual whose delegation has been terminated shall not be permitted to make further withdrawals or contributions to the LGIP on behalf of the governmental entity. No amendments, changes, or alterations shall be made to the Form or any other documentation until the entity passes a new resolution naming a new authorized individual; and

BE IT FURTHER RESOLVED that the governing body acknowledges that it has received, read, and understood the prospectus as provided by the Office of the State Treasurer. In addition, the governing body agrees that a copy of the prospectus will be provided to any person delegated or otherwise authorized to make contributions or withdrawals into or out of the LGIP and that said individuals will be required to read the prospectus prior to making any withdrawals or contributions or any further withdrawals or contributions if authorizations are already in place.

**PASSED AND ADOPTED** by the City Council of the City of Union Gap, State of Washington, this 22<sup>nd</sup> day of July, 2024.

Attest	John Hodkinson, City Mayor
Lynette Bisconer, City Clerk	Jessica Foltz, City Attorney



# City Council Communication

Meeting Date: July 22, 2024

From: Lynette Bisconer, Director of Finance & Administration

**Topic / Issue:** 2024 2<sup>nd</sup> Quarter Financial Update

**SYNOPSIS:** To present the 2024 2<sup>nd</sup> Quarter Financial Update.

**RECOMMENDATION:** Presentation 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 22, 2024

From:

Sharon Bounds, City Manager

Topic / Issue:

Friends of the Library Request

**SYNOPSIS:** The Friends of the Library would like to make a request of the Council

**RECOMMENDATION:** Request

**LEGAL REVIEW:** N/A

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS: N/A** 

ATTACHMENTS: N/A

# **CONSENT AGENDA**

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

Union Gap, Washington
July 08, 2024, Regular Meeting
MINUTES

Call to Order Mayor Hodkinson called the Regular Meeting of the Union Gap City

Council to order at 6:00 p.m.

Council Members Present Council Members Sewell, Wentz, Galloway, Gonzalez, Schilling and

Dailey were present.

Staff Present City Manager Bounds, City Attorney Foltz, Police Chief Cobb, Fire

Chief Markham, Public Works and Community Director Cavanaugh, Civil Engineer Dominguez, and Finance &

Administration Director Bisconer were present.

Audience Present See attached list.

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

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

Galloway to approve the consent agenda as follows:

Regular Council Meeting Minutes, dated June 24, 2024, as attached to

the Agenda and maintained in electronic format

Claims Vouchers – EFT's, and Voucher No. 108701 through

108767 for July 8, 2024 in the amount of \$891,506.88

Motion carried unanimously.

General Items

Public Hearing At 6:01 p.m., Mayor Hodkinson opened a Public hearing for

comments on Union Gap Municipal Code Chapter 14.28 Flood Hazard Protection. Yakima Valley Conference of Governments (YVCOG) planner, Albert Miller provided a short summary of a staff report, which include amendments proposed by the Department of Ecology regarding flood hazards. With no public testimony,

Mayor Hodkinson closed the Public Hearing at 6:06 p.m.

Public Works & Community

Development

### CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES - July 8, 2024

Ordinance No. – 3102 – Amending UGMC 14.28 Flood Hazard Protection Motion by Council Member Wentz, second by Council Member Galloway to adopt Ordinance No. -3102 – amending Union Gap Municipal Code (UGMC) Title 14. The amendments add definitions and incorporate best science and practices for preventing and mitigating flood hazards in the planning and building process. Motion carried unanimously.

Resolution No. – 24-54 – Intergovernmental Local Agreement – Stormwater Compliance

Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 24-54 – authorizing City Manager and Public Works & Community Development Director to sign an Intergovernmental Local Agreement with Yakima County and participating cities for developing and implementing a Stormwater Management Program. Motion carried unanimously.

Resolution No. – 24-55 – Public Works Surplus – Light Fixtures Motion by Council Member Wentz, second by Council Member Sewell to approve Resolution No. – 24-55 – declaring left over lighting fixtures from the Civic Campus construction project surplus and providing for disposition of the same. Motion carried unanimously.

### Finance & Administration

Ordinance No. – 3103 – 2024 Budget Amendment – Civic Campus Flood Repairs Motion by Council Member Wentz, second by Council Member Galloway to adopt Ordinance No. – 3103 – amending the 2024 budget, accepting the WA Cities Insurance Authority (WCIA) insurance reimbursement and authorizing the expenditure of those funds. Motion carried unanimously.

Ordinance No. – 3104 – 2024 Budget Amendment – Lodging Tax Advisory Committee (LTAC) – Rock and Mineral Club Contribution Motion by Council Member Schilling, second by Council Member Wentz to adopt Ordinance No. -3104 – amending the 2024 budget authorizing an expenditure of \$2,000 from the Lodging Tax fund (107), for a contribution to the Rock and Mineral Club toward the event that was held at the Central Washington State Fair Park & Event Center on April 26 – 28, 2024. Motion carried unanimously.

### City Manager

Resolution No. – 24-56 – Authorizing City Manager to sign an Employment Agreement Motion by Council Member Wentz, second by Council Member Wentz, second by Council Member Sewell to approve Resolution No. - 24-56 – authorizing the City Manager to sign an employment contract with Lynette Bisconer to be employed as the Director of

### CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES - July 8, 2024

Finance and Administration. Motion carried unanimously.

Resolution No. – 24-57 – Authorizing City Manager to sign an Amendment to an Employment Contract Motion by Council Member Wentz, second by Council Member Galloway to approve Resolution No. – 24-57 – authorizing the City Manager to sign Amendment No. 1 to the existing Employment Contract with Jason Cavanaugh for the position of Director of Public Works & Community Development. Motion carried unanimously.

Resolution No. – 24-58 – Authorizing the placement of art in the UG Library & Community Center City Manager Bounds distributed copies of pictures drawings to be used as a template for the construction of a metal art piece. After some discussion, Council Member Wentz stated that he doesn't like the placement and explained why. After further discussion, Motion by Mayor Hodkinson, second by Council Member Sewell to approve Resolution No. – 24-58 – authorizing the placement of art in the Union Gap Library & Community Center. Council Member Dailey stated that she had concern for safety needs, and wanted to make sure safety is addressed.

Voting on the motion – Ayes – Sewell, Galloway, Gonzalez, Schilling and Dailey. Nays – Wentz. Motion passes.

Resolution No. – 24-59 – Authorizing City Manager to sign an Interlocal Agreement with Yakima Valley Libraries for use of the UG Library Facility City Manager Bounds gave an overview of an Interlocal Agreement. Motion by Council Member Wentz, second by Council Member Sewell to approve Resolution No. – 24-59 – authorizing the City Manager to sign an Interlocal Agreement for use of the Union Gap Library Facility. Motion carried unanimously.

Committee Reports

Council Member Schilling stated that she had attended an AWC Conference, and was interested in a class in regards to water issues and suggested other Council Members attend available classes provided by AWC.

Items from the Audience

None.

City Manager Report

None.

Communications/Questions/

None.

Comments

Development of next Agenda

None.

Adjournment of Meeting

Mayor Hodkinson adjourned the regular meeting at 6:36 p.m.

### CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – July 8, 2024

ATTEST:	Sharon Bounds, City Manager
Lynette Bisconer, City Clerk	

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

6:00 P.M. - July 8, 2024

NAME (Please Print)	(Date)	ADDRESS
Holen Canalsey	July8 5100	Ahtanung 13
Theras Sentl	7/8/24	201 W. AHarund.
Lodia GAILOWAY	7-8-24	2711-5=57.
January -	(-0-)/	Jakan



# City Council Communication

Meeting Date: July 22, 2024

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

**Topic/Issue:** Payroll Vouchers – June, 2024

**SYNOPSIS:** Payroll Vouchers for the month of June, 2024

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 41659 and 108768

through 108775, in the amount of \$537,663.08.

**LEGAL REVIEW: N/A** 

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

**ATTACHMENTS:** Payroll Voucher Register

CITY OF UNION GAP

Time: 14:34:01 Date: 07/08/2024

01/01/2024 To: 07/31/2024 Page: 1

Trans	Date	Туре	Acct #	War#	Claimant	Amount	Memo
4185	07/10/2024	Payroll	2	EFT	JESUS U ADAME RANGEL	3,672.59	June 2024 Payroll
4186	07/10/2024	Payroll	2	EFT	LYNETTE BISCONER	8,076.18	June 2024 Payroll
4187	07/10/2024	Payroll	2	EFT	RYAN L BONSEN	6,140.57	June 2024 Payroll
4188	07/10/2024	Payroll	2	EFT	SHARON R BOUNDS	7,962.29	June 2024 Payroll
4189	07/10/2024	Payroll	2	EFT	JABAN R BROWNELL		June 2024 Payroll
4190	07/10/2024	Payroll	2	EFT	ANTHONY T BRYANT		June 2024 Payroll
4191	07/10/2024	Payroll	2	EFT	CRAIG G BUNTING		June 2024 Payroll
4192	07/10/2024	Payroll	2	EFT	JASON G CAVANAUGH		June 2024 Payroll
4193	07/10/2024	Payroll	2	EFT	NEREDIHT E CHAVEZ		June 2024 Payroil
4194	07/10/2024	Payroll	2	EFT	KAREN CLIFTON		June 2024 Payroll
4195	07/10/2024	Payroll	2	EFT	GREGORY COBB		June 2024 Payroll
4196	07/10/2024	Payroll	2	EFT	BRENT E CORT		June 2024 Payroll
4197	07/10/2024	Payroll	2	EFT	CHRIS DAHL		June 2024 Payroli
4198	07/10/2024	Payroll	2	EFT	SANDY L DAILEY		June 2024 Payroll
4199	07/10/2024	Payroll	2	EFT	DAVID DOMINGUEZ		June 2024 Payroll
4200	07/10/2024	Payroll	2	EFT	DYLAN C EAGY		June 2024 Payroll
4201	07/10/2024	Payroll	2	EFT	TRAVIS FISCUS		June 2024 Payroll
4202	07/10/2024	Payroll	2	EFT	CHRISTOPHER J FIX	-	June 2024 Payroll
4203	07/10/2024	Payroll	2	EFT	JACK L GALLOWAY	•	June 2024 Payroll
4204	07/10/2024	Payroll	2	EFT	BANEZA GONZALEZ NUNEZ		June 2024 Payroll
4205	07/10/2024	Payroll	2	EFT	MAIRA B GONZALEZ	•	June 2024 Payroll
4206	07/10/2024	Payroll	2	EFT	AMANDA MAE GRAHAM		June 2024 Payroll
4207	07/10/2024	Payroll	2	EFT	JOHN P HODKINSON JR		June 2024 Payroil
4208	07/10/2024	Payroll	2	EFT	AMBER M HOYT		June 2024 Payroll
4209	07/10/2024	Payroll	2	EFT	STEPHANIE L HUBERT	•	June 2024 Payroll
4210	07/10/2024	Payroll	2	EFT	RUDY M JIMENEZ		June 2024 Payroll
4211	07/10/2024	Payroll	2	EFT	CHAD M JOHNSON		June 2024 Payroll
4212	07/10/2024	Payroll	2	EFT	ALBA L LEVESQUE		June 2024 Payroll
4213	07/10/2024	Payroll	2	EFT	JO LINDER		June 2024 Payroll
4214	07/10/2024	Payroll	2	EFT	TERESA LOPEZ	· ·	June 2024 Payroll
4215	07/10/2024	Payroll	2	EFT	LAURIE ANN MARTINEZ		June 2024 Payroll
4216	07/10/2024	Payroll	2	EFT	VALENTINA MARTINEZ		June 2024 Payroll
4217	07/10/2024	Payroll	2	EFT	HOWARD L MASON		June 2024 Payroll
4218	07/10/2024	Payroll	2	EFT	STACEY J MCKINLEY		June 2024 Payroll
4219	07/10/2024	Payroll	2	EFT	KYLAR MCPHERSON		June 2024 Payroll
4220	07/10/2024	Payroll	2	EFT	ROBERT MCRAE		June 2024 Payroll
4221	07/10/2024	Payroll	2	EFT	MICHAEL R NORTH		June 2024 Payroll
4222	07/10/2024	Payroll	2	EFT	SERGIO E OCHOA		June 2024 Payroll
4223	07/10/2024	Payroll	2	EFT	CARLOS J PERDOMO	· ·	June 2024 Payroll
4224	07/10/2024	Payroll	2	EFT	REBECCA R PINA		June 2024 Payroll
4225	07/10/2024	Payroll	2	EFT	PAUL K SANDERS		June 2024 Payroll
4226	07/10/2024	Payroli	2	EFT	CURTIS J SANTUCCI	•	June 2024 Payroll
4227	07/10/2024	Payroll	2	EFT	JULIE SCHILLING		June 2024 Payroli
4228	07/10/2024	Payroll	2	EFT	GREGORY A SEWELL		June 2024 Payroli
4229	07/10/2024	Payroll	2	EFT	SEAN C SNYDER		June 2024 Payroll
4230	07/10/2024	Payroll	2	EFT	ROBERT A SPENCER		June 2024 Payroll
4231	07/10/2024	Payroll	2	EFT	RYAN J THERKELSEN		June 2024 Payroll
4232	07/10/2024	Payroll	2	EFT	AMANDA L TOWLE		June 2024 Payroli
4233	07/10/2024	Payroll	2	EFT	ERIC B TURLEY		June 2024 Payroll
4234	07/10/2024	Payroll	2	EFT	JENNY V VALLE		June 2024 Payroll
4235	07/10/2024	Payroll	2	EFT	CHAD VANOVER		June 2024 Payroll
4236	07/10/2024	Payroll	2	EFT	GLORIA A WALTMAN		June 2024 Payroll
4237	07/10/2024	Payroll	2	EFT	TERRYL D WAY		June 2024 Payroll
4238	07/10/2024	Payroll	2	EFT	ROGER E WENTZ	·	June 2024 Payroll
7230	37, 10, 2024	. ayıon	_	LII	MODELLE MATINITY	333,07	

### CITY OF UNION GAP

01/01/2024 To: 07/31/2024

Time: 14:34:01 Date: 07/08/2024

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Trans	Date	Туре	Acct #	War#	Claimant Amount		Memo
4239	06/11/2024	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT- LTC	22.54	Pay Cycle(s) 06/11/2024 To 06/11/2024 - LTC
4240	06/11/2024	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML		
4241	06/30/2024	Payroll	2	EFT	WA STATE DEPT OF L&I	31,317.93	2ND Quarter L&I: 04/01/2024 - 06/30/2024
4242	07/10/2024	Payroll	2	EFT	AFLAC		Pay Cycle(s) 06/11/2024 To 07/31/2024 - AFLAC, Pay Cycle(s) 06/11/2024 To 07/31/2024 - AFLAC Pre Tax
4243	07/10/2024	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	105,388.30	LEOFF 1 RETIREE MEDICAL BENEFITS - 06/2024; Pay Cycle(s) 06/11/2024 To 07/31/2024 - Medical
4244	07/10/2024	Payroll	2	EFT	INTERNAL REVENUE SERVICE	84,538.54	941 Deposit for Pay Cycle(s) 06/11/2024 - 07/31/2024
4245	07/10/2024	Payroll	2	EFT	MISSION SQUARE RETIREMENT #302189 ROTH	5,317.77	Pay Cycle(s) 06/11/2024 To 07/31/2024 - ROTH - Catch-up; Pay Cycle(s) 06/11/2024 To 07/31/2024 - 457 ROTH
4246	07/10/2024	Payroll	2	EFT	MISSION SQUARE RETIREMENT #302189	13,114.04	Pay Cycle(s) 06/11/2024 To 07/31/2024 - Retirement Trust
4247	07/10/2024	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	1,363.15	Pay Cycle(s) 06/11/2024 To 07/31/2024 - WSDCS
4248	07/10/2024	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT- LTC	VA STATE EMPLOYMENT 921.67	
4249	07/10/2024	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	2,546.78	Pay Cycle(s) 07/01/2024 To 07/31/2024 - WPFML
4250	07/10/2024	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	19,172.55	Pay Cycle(s) 06/11/2024 To 07/31/2024 - LEOFF II - B040
4251	07/10/2024	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	31,414.25	Pay Cycle(s) 06/11/2024 To 07/31/2024 - PERS II - 5591; Pay Cycle(s) 06/11/2024 To 07/31/2024 - PERS III - 5591
4252	07/10/2024	Payroll	2	EFT	WESTERN CONFERENCE OF	9,711.73	Pay Cycle(s) 06/11/2024 To 07/31/2024 - Teamster's Pension #414793; Pay Cycle(s) 06/11/2024 To 07/31/2024 - Teamster's Pension #415517
3676		Payroll	2		ELIZABETH A ALBA		Final Check
4253		Payroll	2	108768	CACH, LLC		Pay Cycle(s) 06/11/2024 To 07/31/2024 - GARN3
4254		Payroll	2	108769	EMPLOYEE FUND		Pay Cycle(s) 06/11/2024 To 07/31/2024 - Employee Fund
4255	07/10/2024	Payroll	2	108770	TEAMSTERS LOCAL 760		Pay Cycle(s) 06/11/2024 To 07/31/2024 - Teamsters Dues
4256	07/10/2024	Payroll	2	108771	UNION GAP POLICE OFFICERS ASSN	1,400.00	Pay Cycle(s) 06/11/2024 To 07/31/2024 - UGPOA Dues
4257	07/10/2024	Payroll	2	108772	USABLE LIFE	81.78	Pay Cycle(s) 06/11/2024 To 07/31/2024 - USAble Life
4258	07/10/2024	Payroll	2	108773	WA STATE COUNCIL OF CNTY	767.40	Pay Cycle(s) 06/11/2024 To 07/31/2024 - AFCSME Dues
4259	07/10/2024	Payroll	2	108774	WA STATE COUNCIL OF	175.00	Pay Cycle(s) 06/11/2024 To 07/31/2024 - WSCOPO Dues

CITY OF UNION GAP

Type

403 Sewer Fund

Acct #

Trans Date

Time: 14:34:01 Date: 07/08/2024

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01/01/2024 To: 07/31/2024

War# Claimant Amount Memo

928.00 Pay Cycle(s) 06/11/2024 To 4260 07/10/2024 2 108775 WESTERN STATES POLICE Payroll 07/31/2024 - WSPMT MEDICAL TRUST

> 401,917.38 001 Current Expense Fund 41,030.08 101 Street Fund 128 Transit System Fund 5,378.83 53,930.77 401 Water Fund 1,759.75 402 Garbage Fund

33,646.27

537,663.08 Payroll:

537,663.08



# City Council Communication

Meeting Date: July 22, 2024

From: Lynette Bisconer, Director of Finance and Administration

**Topic/Issue:** Claim Vouchers – July 22, 2024

**SYNOPSIS:** Claim Vouchers Dated July 22, 2024

**RECOMMENDATION:** Request Council to approve EFTs and Voucher Nos. 108776 through 108852

in the amount of \$1,130,225.14.

**LEGAL REVIEW: N/A** 

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION:** N/A

**ADDITIONAL OPTIONS:** N/A

ATTACHMENTS: 1. Claim Voucher Register

2. Detailed Claim Voucher Register

CITY OF UNION GAP

Time: 12:58:36 Date: 07/17/2024

01/01/2024 To: 07/31/2024 Page:

Trans	Date	Туре	Acct #	War#	Claimant	Amount	Memo
4144	07/03/2024	Claims	2	EFT	CHASE PAYMENTECH	2,349.05	ONLINE PAYMENTS FEES - 06/2024
4165	07/02/2024	Claims	2	EFT	PATHPOINT MERCHANT SERVICES LLC	2.50	ONLINE PAYMENTS FEE - 06/2024
4180	07/05/2024	Claims	2	EFT	US BANK - CHECKING	30.00	INVESTMENT MAINT FEE - 06/2024
4414	07/22/2024	Claims	2	EFT	WA STATE DEPT OF REVENUE	20,949.29	EXCISE TAX - 06/2024
4420	07/22/2024	Claims	2	EFT	CENTURY LINK - LD	95.94	LONG DISTANCE - 07/2024
4421	07/22/2024	Claims	2	EFT	OFFICE DEPOT-CITY HALL	40.14	PAPER CLIPS, PLASTIBANDS & HIGHLIGHTERS
4422	07/22/2024	Claims	2	EFT	OFFICE DEPOT-PD	139.65	COPY PAPER, 9"X12" CLASP ENVELOPES & BLACK ON WHITE TAPE
4423	07/22/2024	Claims	2	EFT	SPECTRUM ENTERPRISE	327.63	CIVIC CENTER TV SERVICE - 06/2024; LIBRARY/COMMUNITY CENTER TV SERVICE - 07/2024
4424	07/22/2024	Claims	2	EFT	US BANK CARDMEMBER SVC	·	BACKGROUND CHECKS; AWC BUDGET WORKSHOP REGISTRATION; NOTARY IDEAL ROUND SELF-INKING STAMP & BOTTLE OF IDEAL INK - N. CHAVEZ; YVCRU SWAT TRAINING 06/09/2024 - 06/12/2024 - SEATTLE, WA - J. BROWNELL; YV
4342	07/12/2024	Claims	2	108776	MEDSTAR CABULANCE, INC.	72,112.23	DIAL A RIDE/FIXED ROUTE - 06/2024
4425	07/22/2024	Claims	2	108777	ADVANCED TRAVEL EXP. FUND		REIMBURSE #1186 - SWAT TRAINING 06/09/2024-06/12/2024 - SEATTLE, WA - J. BROWNELL; REIMBURSE #1187 - SWAT TRAINING 06/09/2024 - 06/12/2024 - SEATTLE, WA - R. BONSEN
4426	07/22/2024	Claims	2	108778	ALL PHASE ELECTRIC, INC.	10,490.00	LIGHTING RETRO - FIRE STATION - 107 W. AHTANUM ROAD - JOB #48638
4427	07/22/2024	Claims	2	108779	AM TEST, INC.	25.00	WASTE WATER SAMPLING - ZINC -MAGIC METALS - SAMPLE #24AF0246-01
4428	07/22/2024	Claims	2	108780	AMAZON CAPITAL SERVICES, INC	60.61	BLUE LEGAL FILE FOLDERS, METAL CLIPBOARD & STICKY NOTE FLAGS
4429	07/22/2024	Claims	2	108781	AT&T MOBILITY	270.66	PD MODEMS - 06/2024
4430	07/22/2024	Claims	2	108782	ATLAS STAFFING INC	6,427.08	SEASONAL PARKS - WEEK WORKED 06/29/2024 & 07/06/2024 - NA, TC & RR
4431	07/22/2024	Claims	2	108783	BORARCHITECTURE PLLC	BORARCHITECTURE PLLC 396.90	
4432	07/22/2024	Claims	2	108784	JESUS BUSTOS MERCADO		CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 07/06/2024 - RESERVATION #5957
4433	07/22/2024	Claims	2	108785	CASCADE NATURAL GAS CORP	417.95	FIRE DEPT - 06/2024; LIBRARY - 06/2024, COMMUNITY CENTER - 06/2024; PD ANNEX BLDG - 06/2024; CIVIC CAMPUS - 06/2024; 4401 1/2 MAIN STREET - 06/2024 & 4401 MAIN STREET #2 - 06/2024

CITY OF UNION GAP

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254.00 DRY GAS - 55L

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Trans	Date	Type	Acct #	War#	Claimant	Amount	Memo
4434	07/22/2024	Claims	2	108786	CENTRAL WASHINGTON AGRICULTURAL MUSEUM	6,000.00	GNERAL MGR SVC - 06/2024 - P. STRATER, D. EVANS & C. REESE
4435	07/22/2024	Claims	2	108787	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES/MARKETING - 07/2024
4436	07/22/2024	Claims	2	108788	CHRISTENSEN, INC.	3,939.27	PD FUEL - 06/16/2024 - 06/30/2024; PD FUEL - 07/01/2024 - 07/15/2024
4437	07/22/2024	Claims	2	108789	CLINFORMATION MANAGEMENT	200.49	CITY HALL SHRED SERVICE - 06/2024; PD SHRED SERVICE - 06/2024
4438	07/22/2024	Claims	2	108790	CINTAS CORP #605	74.31	CIVIC CENTER & PD MAT SERVICE - 07/12/2024
4439	07/22/2024	Claims	2	108791	SINGH AND PARKS LLC COCO'S MINI MART	154.24	PD FUEL
4440	07/22/2024	Claims	2	108792	COLEMAN OIL COMPANY	34.27	YVCRU FUEL - 06/13/2024 - 9.359 GALLONS
4441	07/22/2024	Claims	2	108793	CONCORD CONSTRUCTION, INC.	154,295.45	LIBRARY/COMMUNITY CENTER PROJECT - APPLICATION #2302-15 THRU 06/30/2024
<b>444</b> 2	07/22/2024	Claims	2	108794	CORE & MAIN LP	·	#2 ECLIPSE HYDRANT 4'X4" FOR FIRE DEPT; WATER METERS, GATE VALVES & BRS METER FLG KIT
4443	07/22/2024	Claims	2	108795	CURTIS BLUE LINE		EXTRA CLASS B PANTS - 34W POLY/WOOL 2.0 JUSTICE PANTS - D. EAGY
4444	07/22/2024	Claims	2	108796	D&G CLEANING LLC	5,822.00	CIVIC CENTER & PD CLEANING SERVICE - 06/2024; ACTIVITIES BLDG/YOUTH BARN CLEANING SVC - 06/2024
4445	07/22/2024	Claims	2	108797	E3 SOLUTIONS, INC	32.46	SECURITY ALARM SYSTEM MONITORING - 3007 2ND STREET - PD IMPOUND BLDG - 07/2024
4446	07/22/2024	Claims	2	108798	ENGRAVINGS UNLIMITED INC	67.15	YEARS OF SERVICE PLAQUE - T. FISCUS
4447	07/22/2024	Claims	2	108799	EVERGREEN RURAL	1,720.00	2024 FALL CONFERENCE & TRADESHOW - 08/27-29/2024 - YAKIMA, WA - CB, CF, AB & JC
4448	07/22/2024	Claims	2	108800	EVERGREEN SERVICES	616.74	CIVIC CENTER LAWN SVC & SPRINKLER SYSTEM MAINTENANCE - 06/2024
4449	07/22/2024	Claims	2	108801	EVERGREEN STORMH2O	7,554.00	QAPP ADDENDUM - PROJ ADMIN/MGMT & DEV ASSURANCE PROJ PLAN THRU 06/30/2024
4450	07/22/2024	Claims	2	108802	FRANK'S POINT S	149.18	NEW PARKS TRAILER TIRE - TS02040 ST225/75R15 E 117M
4451	07/22/2024	Claims	2	108803	FREIGHTLINER NORTHWEST	2,350.07	CATALYST TANK HEATER TROUBLESHOOT/REPAIR - VEH #2012
4452	07/22/2024	Claims	2	108804	SHAWN GALVAN	62.51	WATER DEPOSIT REFUND - UB ACCT #13519 - 2216 S. 3RD AVENUE
4453	07/22/2024	Claims	2	108805	GENE WEINMANN CONSULTING	112.53	CDBG COORDINATOR & SUPPLIES - 07/2024
4454	07/22/2024	Claims	2	108806	GRANITE CONSTRUCTION CO		2601- CLASS G - WA - 3.250 TONS - 06/14/2024
4455	07/22/2024	Claims	2	108807	HLA ENGINEERING & LAND SURVEYING INC	82,740.79	PROFESSIONAL ENGINEER SERVICES - 06/2024

4456 07/22/2024 Claims 2 108808 INTOXIMETERS

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4457	7 07/22/2024 Claims 2 108809 KAZCADE ENGRAVING & TROPHIES		32.40	10 YEAR SERVICE AWARD PLAQUE - T. LOPEZ			
4458	07/22/2024	Claims	2	108810	KELLEY CREATE	CREATE 108.20	
4459	07/22/2024	Claims	2	108811	KITTITAS & YAKIMA VALLEY UC	125.00	07/14/2024 - 08/13/2024 WORK RELATED EXAM 06/21/2024 - C. DAHL
4460	07/22/2024	Claims	2	108812	LAW OFFICES OF MARGITA DORNAY	19,500.00	PROSECUTING ATTORNEY - 07/2024
4461	07/22/2024	Claims	2	108813	MASS X CONSTRUCTION, LLC	411,633.23	S. BROADWAY AREA SEWER EXT (GSP PHASE 3) - HLA PROJ #20058B-C - PROG ESTIMATE NO. 2
4462	07/22/2024	Claims	2	108814	MBI SYSTEMS, INC.	29,235.86	50% DEPOSIT INVOICE FOR LIBRARY/COMMUNITY CENTER FURNITURE
4463	07/22/2024	Claims	2	108815	MINUTEMAN PRESS	1,189.13	WINDOW ENVELOPES FOR UB STATEMENTS
4464	07/22/2024	Claims	2	108816	MORTONS SUPPLY	632.82	3" SLIP FIX, COUPLINGS, KING ONE STEP WIRE NUTS & CHRISTY'S RED HOT; NODES, 9V BATTERIES, DC LATCHING SOLENOIDS, BUSHINGS, ADAPTERS, ST DO ELL & ELEC CLEANER; PARKS IRRIGATION BREAK REPAIR PARTS - GHE
4465	07/22/2024	Claims	2	108817	ROBERT R NORTHCOTT	525.00	PUBLIC DEFENDER
	07/22/2024	Claims	2		OFFICE SOLUTIONS NORTHWEST	181.83	COPY PAPER & LINEN BUSINESS COVER STOCK PAPER; COPY PAPER
4467	07/22/2024	Claims	2	108819	PACIFIC POWER	25,149.48	FIRE DEPT - 07/2024 & PD ANNEX BLDG - 07/2024; CIVIC CAMPUS - 07/2024; TRAFFIC LIGHTS - 06/2024, ST LIGHTS/BOOSTER PUMPS - 06/2024 & LIFT STATIONS - 07/2024; AREA LIGHTS - 06/2024 & WELLS - 06/2024
4468	07/22/2024	Claims	2	108820	PAPE MACHINERY	85.80	OIL FILTERS - M806419 & AM107423
4469	07/22/2024	Claims	2	108821	PEOPLE FOR PEOPLE	,	SENIOR NUTRITION TEMPORARY SITE MANAGER - 06/2024
4470	07/22/2024	Claims	2	108822	QUADIENT FINANCE USA, INC.	500.00	POSTAGE - 07/2024
4471	07/22/2024	Claims	2	108823	REPUBLIC PUBLISHING CO	375.20	NOTICE OF ENVIRONMENTAL REVIEW - CK FAMILY INVESTMENTS
4472	07/22/2024	Claims	2	108824	RIO FOLTZ PLLC	8,500.00	CITY ATTORNEY - 06/2024
	07/22/2024	Claims	2		JULIE SCHILLING		AWC ANNUAL CONF 06/18/2024-06/21/2024 - VANCOUVER, WA REIMBURSEMENT
4474	07/22/2024	Claims	2		SINCLAIR BROADCAST GROUP		TV ADS - OLD TOWN DAYS 2024
4475	07/22/2024	Claims	2	108827	DON C. SMITH	3,148.44	LEOFF 1 RETIREE RX; LEOFF 1 RETIREE MASSAGE THERAPY - 05/28/2024, 05/30/2024, 06/04/2024 & 06/06/2024; LEOFF 1 RETIREE MASSAGE THERAPY - 05/07/09,14,16,21,23/2024; LEOFF 1 RETIREE MEDICARE PREMIUM - 0

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4476	07/22/2024	Claims	2	108828	SMITTYS OUTDOOR POWER EQUIPMENT INC	219.30	BG 50 BLOWER REPAIR LABOR & PURCHASE OF NEW BG 50 HANDHELD BLOWER
4477	07/22/2024	Claims	2	108829	STATE AUDITOR'S OFFICE	764.50	2023 AUDIT - AUDIT #60910 - 06/2024
4478	07/22/2024	Claims	2	108830	BERNARDO T RAMIREZ	500.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 07/06/2024 - RESERVATION #6000
4479	07/22/2024	Claims	2	108831	U.S. CELLULAR	858.37	PD PHONE SERVICE - 06/2024
4480	07/22/2024	Claims	2	108832	U.S. LINEN & UNIFORM	937.08	PW UNIFORM SERVICE - 06/2024
4481	07/22/2024	Claims	2	108833	UNITED STATES POSTMASTER	929.64	UB POSTAGE - 07/2024
4482	07/22/2024	Claims	2		UNUM LIFE INSURANCE	135.30	LEOFF 1 LONG TERM CARE - 07/2024
4483	07/22/2024	Claims	2	108835	UPS	158.48	PD SHIPPING - 06/2024
4484	07/22/2024	Claims	2	108836	VALLEY FORD SALES	216.55	NEW BATTERY - VEH #23
4485	07/22/2024	Claims	2	108837	VIC'S AUTO & SUPPLY UNION GAP - PW	236.10	LUCAS RED-TACKY GREASE & DELO 400 15W40 OIL
4486	07/22/2024	Claims	2	108838	JOSE VIRRUETA	101.96	WATER DEPOSIT REFUND - UB ACCT #11928 - 4105 2ND STREET
4487	07/22/2024	Claims	2	108839	WA ASSN OF SHERIFFS &		
4488	07/22/2024	Claims	2	108840	WA STATE DEPT OF LICENSING	111.00	CPLS - JUNE 2024
4489	07/22/2024	Claims	2	108841	WA STATE TREASURER	9,624.19	CJRS - 06/2024
4490	07/22/2024	Claims	2	108842	WEAVER DISTRIBUTING		SQUARE U BOLTS W/STRAP, ALL THREAD MILD ZINC & COUPLING NUTS; HD SHEET METAL SCREWS W/ 17MM WASHERS, ELECTRICAL TAPE & BLUE THREADLOCKER
4491	07/22/2024	Claims	2	108843	YAKIMA BATTERY & AUTO ELECTRIC	51.03	TOGGLE SWITCHES - M-OFF-M SPDT3 SCREW - VEH #2011
4492	07/22/2024	Claims	2	108844	YAKIMA CO DEPT OF CORRECTIONS	44,325.71	INMATE HOUSING & MEDICAL - 06/2024
4493	07/22/2024	Claims	2	108845	YAKIMA CO DISTRICT COURT	1,625.25	YAKIMA CO DISTRICT COURT PROBATION SERVICES - 2ND QTR 2024
4494	07/22/2024	Claims	2	108846	YAKIMA CO DISTRICT COURT	105,985.00	YAKIMA CO DISTRICT COURT MUNICIPAL COURT OPERATIONS - 2ND QTR 2024
4495	07/22/2024	Claims	2	108847	YAKIMA CO PUBLIC SERVICES 187.40		YARD WASTE DISPOSAL - 06/04-07/2024 & 06/10-11/2024 - 8.36 TONS
4496	07/22/2024	Claims	2	108848	YAKIMA CO TREAS PROSECUTING	131.26	CVC - 06/2024
4497		Claims	2		YAKIMA PRINTING COMPANY		JUNK VEHICLE DOOR HANGERS & BUSINESS CARDS - S. SNYDER
4498	07/22/2024	Claims	2	108850	YAKIMA ROCK & MINERAL CLUB, INC.	2,000.00	ALTC AWARD
4499	07/22/2024	Claims	2	108851		21,000.00	2024 YAKIMA VALLEY SPORTS COMMISSION ADMINISTRATIVE FEE - 1ST QTR-2ND QTR 2024

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1,130,225.14

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Trans	Date	Type	Acct #	War#	Claimant	Amount	Memo			
4500 07/22/2024	Claims	2	108852	YAKIMA VALLEY TOURISM	35,959.59	NW TRAVEL & LIFE - PRINT ADS 03/2024-08/2024 & DIGITAL ADS - 05/2024-06/2024; 2024 TOURISM PROMOTION CONTRACT ADMINISTRATIVE FEE - 1ST QTR-2ND QTR 2024; CREDI' - VENDOR BILLING ERROR ON INV #746 THAT;				
		001 Curre	ent Expense	Fund		219,076.04				
		101 Stree	•	-		7,943.10				
			ing Tax Fun	d		51,425.00				
		108 Tour	ism Promot	ion Area Fι	und	16,034.59				
		111 Libra	iry & Comm	unity Cent	er Fund	183,928.21				
		128 Trans	sit System F	und		72,331.37				
		130 Com	munity Poli	cing Fund		676.87				
		132 Com	munity Ever	nts Fund		1,545.00				
		133 Mari	juana Excise	Tax Fund		239.07				
		170 Hous	sing Rehabi	itation Fur	nd .	112.53				
		304 VMB	Improveme	ent Fund		431.60				
			Department			10,490.00				
			icipal Capita	al Improvei	ment Fund	235.00				
		401 Wate				30,114.92				
			age Fund			10,533.13				
		403 Sewe				18,611.93				
			er Improven			750.50				
			er Improven	nent Resen	ve	492,956.92				
			er Deposits			164.47				
					red Rev Fund	393.50				
			ne Victims C		Share	131.26				
			rt Revenue f	und		9,341.69				
		650 YVC	RU Fund			2,758.44				
							· Claims: 1,130,225.1			

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Trans	Date	Type A	cct#	War#	Claimant			Amount	Memo
1144	07/03/2024	Claims	2	EFT	CHASE PAYM	MENTECH		2,349.05	ONLINE PAYMENTS FEES - 06/2024
		001 - 524 20 4	19 00 -	MISCELLAN	NEOUS-BUILDII	NG	99.77		
		401 - 534 50 4					683.24		
		403 - 535 50 4					683.24		
		402 - 537 50 4					683.24		
							99.77		
		001 - 558 60 4 001 - 576 80 4					99.77		
165	07/02/2024		2		PATHPOINT	MERCHANT	55.15	2.50	ONLINE PAYMENTS FEE - 06/2024
					SERVICES LL	c			
		401 - 534 50 4	19 00 -	MISCELLA	NEOUS		0.83		
		403 - 535 50 4	19 00 -	MISCELLAI	NEOUS		0.83		
		402 - 537 50 4	19 00 -	MISCELLA	NEOUS		0.84		
180	07/05/2024	Claims	2	EFT	US BANK - C	HECKING		30.00	INVESTMENT MAINT FEE - 06/2024
		001 - 514 23 4	19 00 -	MISCELLA	NEOUS		30.00		
414	07/22/2024	Claims	2	EFT	WA STATE D	EPT OF REVE	NUE	20,949.29	EXCISE TAX - 06/2024
		001 - 511 60 4	19 10 -	<b>EXTERNAL</b>	TAXES		3.85		
		001 - 524 20 4	19 01 -	<b>EXTERNAL</b>	TAXES-BUILDI	NG	22.78		
		401 - 534 50 4	19 01 -	<b>EXTERNAL</b>	TAXES		5,568.91		
		403 - 535 50 4					5,052.38		
		402 - 537 50 4					8,912.89		
		001 - 576 80 4					1,388.48		
420	07/22/2024	Claims	2		CENTURY LII	NK - LD	,	95.94	LONG DISTANCE - 07/2024
		001 - 513 10 4	17 NN -	CIVIC CAN	1PUS UTILITIES	~ EXFC	4.84		
					IPUS UTILITIES		6.75		
					1PUS UTILITIES		6.07		
					IPUS UTILITIES		2.93		
					TIES CIVIC CAM		61.42		
					1PUS UTILITY-B		3.10		
					1PUS UTILITIES		2.81		
					1PUS UTILITIES		2.04		
					IPUS UTILITES		0.21		
					IPUS UTILITIES		0.39		
					IPUS UTILITIES		1.03		
					IPUS UTILITIES		0.86		
		001 - 558 60	47 01 -	CIVIC CAN	IPUS UTILITIES	-PLANI	2.69		
		001 - 576 80	47 01 -	CIVIC CAN	IPUS U TILITIES	S-PARK	0.80		
1421	07/22/2024	Claims	2	EFT	OFFICE DEPO	OT-CITY HAL	L	40.14	PAPER CLIPS, PLASTIBANDS & HIGHLIGHTERS
		001 - 524 20	21 00 -	CLIDDLIEC	RUUDING		20.07		
		001 - 558 60			BUILDING		20.07		
4422	07/22/2024				OFFICE DED	OT DD		120 65	COPY PAPER, 9"X12" CLASP
4422	07/22/2024	Claims	2	EFI	OFFICE DEPO	01-20		155.05	ENVELOPES & BLACK ON WHITE TAPE
		001 - 521 10	31 01 -	PD CLERIC	AL SUPPLIES		139.65		
4422	07/22/2024		2			ENITEDDDICE		227 62	CIVIC CENTER TV SERVICE - 06/202
4423	07/22/2024	Claims	2	EFI	SPECTRUM I	ENTERPRISE		327.03	LIBRARY/COMMUNITY CENTER TV SERVICE - 07/2024
		001 - 512 10	47 00	CIVIC CAN	APUS UTILITIES	- FXFC	7.31		
					APUS UTILITIES		10.19		
		• • • • • • • •					9.17		
					APUS UTILITIES				
					APUS UTILITIES		4.44		
					TIES CIVIC CAN		92.82		
					APUS UTILITY-E		4.68		
					APUS UTILITIES		4.25		
					APUS UTILITIES		3.09		
					APUS UTILITES		0.32		
		101 - 542 30	47 01 -	CIVIC CAN	APUS UTILITIES	S-STREE	0.58		
		101 - 543 30	47 01 -	- CIVIC CAN	<b>IPUS UTILITIES</b>	S-STREE	1.56		
		128 - 547 10	47 01 -	- CIVIC CAN	APUS UTILITIES	S-TRAN:	1.31		

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		001 - 558 60 47 001 - 571 22 47 001 - 576 80 47	00 -	UTILITIES -	LIBRARY & CC	DMMU	4.06 182.64 1.21		
4424	07/22/2024	Claims	2	EFT	US BANK CA	RDMEMBER	svc		BACKGROUND CHECKS; AWC BUDGET WORKSHOP REGISTRATION; NOTARY IDEAL ROUND SELF-INKING STAMP & BOTTLE OF IDEAL INK - N. CHAVEZ; YVCRU SWAT TRAINING 06/09/2024 - 06/12/2024 - SEATTLE, WA - J. BROWNELL; YV
		001 - 511 60 49	00 -	MISCELLAN	NEOUS		45.00		
		001 - 513 10 43					574.39		
		001 - 514 23 49					5.50		
		001 - 514 23 49 001 - 514 30 49					275.00 5.50		
		001 - 514 30 49				FOUIF	91.97		
		130 - 521 30 31			OTTH OTHERS C	. LQO.	676.87		
		001 - 524 20 31	00 -	SUPPLIES-I	BUILDING		113.21		
		001 - 524 20 49			NEOUS-BUILDI	NG	5.50		
		401 - 534 50 31					21.46		
		403 - 535 50 31					21.46 21.46		
		402 - 537 50 31 001 - 558 60 31					113.21		
		001 - 558 60 49			NEOUS		5.50		
		133 - 571 22 31				LIES	239.07		
		650 - 589 30 31	00 -	OPERATIO	NS - SUPPLIES		681.64		
		650 - 589 30 32					62.26		
		650 - 589 30 32				.0116	137.77		
		650 - 589 30 49 001 - 594 11 64					1,250.00 49.87		
		001 - 594 11 64					137.86		
		001 - 594 14 64					104.93		
		001 - 594 14 64	14 -	- MACHINE	RY & EQUIP-FI	N/ADN	214.78		
		001 - 594 15 64					47.45		
		001 - 594 21 64			_		1,306.30		
		001 - 594 24 64					79.97 86.42		
		401 - 594 34 64 403 - 594 35 64			_		69.41		
		402 - 594 37 64			-		8.00		
		001 - 594 58 64					68.40		
		001 - 594 76 64	01 -	- MACHINE	RY & EQUIPME	NT - Pı	32.10		
		101 - 595 42 65			_		22.26		
		101 - 595 43 64					36.53		
42.42	07/12/2024	128 - 595 63 64 Claims	2 2		KY & EQUIPME MEDSTAR C		26.22	72 112 22	DIAL A RIDE/FIXED ROUTE - 06/2024
4342	07/12/2021	128 - 547 10 49	_				72,112.23	72,112.23	
4425	07/22/2024	Claims	2		ADVANCED			592.50	REIMBURSE #1186 - SWAT
	.,,								TRAINING 06/09/2024-06/12/2024 - SEATTLE, WA - J. BROWNELL; REIMBURSE #1187 - SWAT TRAINING 06/09/2024 - 06/12/2024 - SEATTLE, WA - R. BONSEN
		650 - 589 30 43 650 - 589 30 43					296.25 296.25		
4426	07/22/2024	Claims	2	108778	ALL PHASE	ELECTRIC, IN	IC.	10,490.00	LIGHTING RETRO - FIRE STATION - 107 W. AHTANUM ROAD - JOB #48638
		313 - 594 22 64	13	- MACHINE	RY & EQUIPM	ENT	10,490.00		
4427	07/22/2024		2		AM TEST, IN			25.00	WASTE WATER SAMPLING - ZINC -MAGIC METALS - SAMPLE #24AF0246-01

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		403 - 535 5	50 41 00 -	PROFESSIO	NAL SERVICES	25.00		
4428	07/22/2024	Claims	2	108780	AMAZON CAPITAL SI	ERVICES,	60.61	BLUE LEGAL FILE FOLDERS, METAL CLIPBOARD & STICKY NOTE FLAGS
		001 - 524 2	20 31 00 -	SUPPLIES-E	UILDING	8.00		
		401 - 534 5	50 31 00 -	SUPPLIES		8.92		
		403 - 535 5				8.92		
		402 - 537 5				8.92		
		101 - 542 3				8.92		
		001 - 558 6 001 - 576 8				7.99 8.94		
4429	07/22/2024	Claims	2		AT&T MOBILITY	0.54	270.66	PD MODEMS - 06/2024
	.,,,				COMMUNICATIONS	270.66		
4430	07/22/2024	Claims	2	108782	ATLAS STAFFING INC	:	6,427.08	SEASONAL PARKS - WEEK WORKED 06/29/2024 & 07/06/2024 - NA, TO
								& RR
		001 - 576 8	80 41 00 -	PROFESSIO	NAL SERVICES-ATLA	6,427.08		
4431	07/22/2024	Claims	2	108783	BORARCHITECTURE	PLLC	396.90	ARCHITECTURAL SVCS - LIBRARY/COMMUNITY CENTER - 06/2024
		111 - 594	72 60 43 -	COMMERC	E - LIBRARY/COMM (	396.90		
4432	07/22/2024	Claims	2	108784	JESUS BUSTOS MERC	ADO	500.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTA 07/06/2024 - RESERVATION #5957
		001 - 582	10 00 03 -	PARK DEPO	OSIT REFUND	500.00		
4433	07/22/2024	Claims	2	108785	CASCADE NATURAL	GAS CORP	417.95	FIRE DEPT - 06/2024; LIBRARY - 06/2024, COMMUNITY CENTER - 06/2024; PD ANNEX BLDG - 06/2024; CIVIC CAMPUS - 06/2024; 4401 1/2 MAIN STREET - 06/2024 4401 MAIN STREET #2 - 06/2024
					PUS UTILITIES - EXEC	15.86		
					PUS UTILITIES-FINAN	22.13		
					PUS UTILITIES - CLER	19.90		
					PUS UTILITIES-LEGAL IES CIVIC CAMP UTIL	9.63 13.78		
					IES CIVIC CAMP UTIL	201.47		
					IES - UTILITIES	19.26		
					PUS UTILITY-BUILDIN	10.16		
					PUS UTILITIES-WATE	9.21		
		403 - 535 !	50 47 00 -	- UTILITIES		26.12		
		403 - 535	50 47 01 -	- CIVIC CAM	PUS UTILITIES-SEWER	6.70		
		402 - 537				16.54		
					PUS UTILITES - GARB	0.70		
					PUS UTILITIES-STREE PUS UTILITIES-STREE	1.27 3.38		
					PUS UTILITIES-TRANS	2.83		
					PUS UTILITIES-PLANI	8.81		
					LIBRARY & COMMU	27.56		
					PUS U TILITIES-PARK	2.64		
4434	07/22/2024	Claims	2	108786	CENTRAL WASHING		6,000.00	GNERAL MGR SVC - 06/2024 - P. STRATER, D. EVANS & C. REESE
		107 - 557	30 41 06 -	- ADMINIST	RATOR SALARIES-AG	6,000.00		
4435	07/22/2024	Claims	2	108787	CENTRAL WASHING	TON FAIR	2,500.00	SFP SALES/MARKETING - 07/2024
		108 - 557	30 44 01	- ADVERTISI	NG-STATE FAIR PARK	2,500.00		
4436	07/22/2024	Claims	2	108788	CHRISTENSEN, INC.		3,939.27	PD FUEL - 06/16/2024 - 06/30/2024 PD FUEL - 07/01/2024 - 07/15/202

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		001 - 521 1	0 32 00 -	PD ADMIN	FLIFI		263.23		
		001 - 521 1					203.03		
		001 - 521 2					52.44		
		001 - 521 2					121.78		
		001 - 521 2					1,695.81		
		001 - 521 2					1,326.55		
					ORCEMENT FUEL		70.08		
					ORCEMENT FUEL		68.14		
					MAL CONTROL		70.07		
		001 - 554 3	0 32 00 -	FUEL - ANI	MAL CONTROL		68.14		
437	07/22/2024	Claims	2	108789	CI INFORMATION MANAGEMENT			200.49	CITY HALL SHRED SERVICE - 06/2024; PD SHRED SERVICE - 06/2024
		001 - 511 6	n 41 n1 -	DDUEECCIU	NAL SERVICES		16.93		
					NAL SERVICES		16.93		
					NAL SERVICES		16.93		
			-		NAL SERVICES		16.93		
					IES PROFESSION		99.14		
					NAL SERVICES-B	UIL[	8.46		
		401 - 534 5	0 41 00 -	PROFESSIO	NAL SERVICES		3.39		
		403 - 535 5	0 41 00 -	PROFESSIO	NAL SERVICES		3.39		
		402 - 537 5	0 41 00 -	PROFESSIO	NAL SERVICES		3.39		
					NAL SERVICES		3.39		
					NAL SERVICES		8.46		
					NAL SERVICES		3.15		
138	07/22/2024	Claims	2	108790	CINTAS CORP	#605		74.31	CIVIC CENTER & PD MAT SERVIO 07/12/2024
		001 - 513 1	0 48 01 -	CIVIC CAM	IPUS MAINTENAN	NCF-	3.75		
					IPUS MAINTENAN		5.22		
					IPUS MAINTENAN		4.70		
							2.27		
					IPUS MAINTENAN				
					IES CIVIC CAMPU		47.57		
					IPUS MAINTENAN		2.40		
		401 - 534 5	0 48 01 -	CIVIC CAM	ipus maintenai	NCE-	2.18		
		403 - 535 5	0 48 01 -	CIVIC CAM	IPUS MAINTENAN	NCE-	1.58		
		402 - 537 5	0 48 01 -	CIVIC CAM	IPUS MAINTENAN	NCE-	0.17		
		101 - 542 3	0 48 01 -	CIVIC CAM	IPUS MAINTENAN	NCE-	0.30		
					IPUS MAINTENAN		0.80		
					IPUS MAINTENAN		0.67		
					IPUS MAINTENAI		2.08		
					IPUS MAINTENAI IPUS MAINTENAI		0.62		
439	07/22/2024		2		SINGH AND PA			154.24	PD FUEL
					MINI MART				
					TION FUEL		114.23		
		001 - 521 2			<del>-</del>		40.01		
440	07/22/2024	Claims	2	108792	COLEMAN OIL	COMPAN	1Y	34.27	YVCRU FUEL - 06/13/2024 - 9.35 GALLONS
		650 - 589 3	30 32 01 -	TRAINING	- FUEL		34.27		
441	07/22/2024	Claims	2	108793	CONCORD CON	NSTRUCT	ION,	154,295.45	LIBRARY/COMMUNITY CENTER PROJECT - APPLICATION #2302 THRU 06/30/2024
					CE - LIBRARY/COM BRARY/COMMUN		16,511.51 37,783.94		
442	07/22/2024	Claims	2	108794	CORE & MAIN	LP		7,757.49	#2 ECLIPSE HYDRANT 4'X4" FOI FIRE DEPT; WATER METERS, GA VALVES & BRS METER FLG KIT
		401 - 534 5					1,967.44		
		401 - 534 5	50 31 00 -	SUPPLIES			5,790.05		

				WAR	RANT/CHECK	REGISTER		
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4443	07/22/2024	Claims	2	108795	CURTIS BLUE LINE		146.99	EXTRA CLASS B PANTS - 34W POLY/WOOL 2.0 JUSTICE PANTS - D. EAGY
		001 - 521 22	21 00 - 1	PATROL UI	NIFORMS & EQUIPMI	146.99		
1444	07/22/2024	Claims	2	108796	D&G CLEANING LL	<b>c</b>	5,822.00	CIVIC CENTER & PD CLEANING SERVICE - 06/2024; ACTIVITIES BLDG/YOUTH BARN CLEANING SVC - 06/2024
		001 - 514 23 001 - 514 30 001 - 515 31 001 - 521 50 001 - 524 20 401 - 534 50 403 - 535 50 402 - 537 50 101 - 543 30 128 - 547 10 001 - 558 60 001 - 576 80	41 03 - 0 41 05 - 0 41 05 - 0 41 01 - F 41 02 - 0 41 03 - 0 41 03 - 0 41 03 - 0 41 03 - 0 41 02 - 0 41 03 - 0 41 01 - F	CIVIC CAM CIVIC CAM CIVIC CAM PD FACILIT CIVIC CAM	PUS JANITORIAL PUS JANITORIAL-FIN PUS JANITORIAL - CL PUS JANITORIAL - LEC PUS JANITORIAL - LEC PUS JANITORIAL-BUI PUS JANITORIAL-BUI PUS JANITORIAL-WA PUS JANITORIAL-SEV PUS JANITORIAL-STF PUS JANITORIAL-STF PUS JANITORIAL-TRA PUS JANITORIAL-TRA PUS JANITORIAL-PLA PUS JANITORIAL-PLA PUS JANITORIAL-PLA PUS JANITORIAL-PLA	231.87 323.43 290.84 140.72 2,944.93 148.52 134.69 97.98 10.25 18.52 49.46 41.41 128.83 1,222.00 38.55		
4445	07/22/2024	Claims	2		E3 SOLUTIONS, INC		32.46	SECURITY ALARM SYSTEM MONITORING - 3007 2ND STREET - PD IMPOUND BLDG - 07/2024
		001 - 521 50	41 00 - 1	PD FACILIT	TES PROFESSIONAL S	32.46		
4446	07/22/2024	Claims	2	108798	ENGRAVINGS UNLI	MITED INC	67.15	YEARS OF SERVICE PLAQUE - T. FISCUS
		401 - 534 50	31 00 - 9	SUPPLIES		67.15		
4447	07/22/2024	Claims	2	108799	EVERGREEN RURAL		1,720.00	2024 FALL CONFERENCE & TRADESHOW - 08/27-29/2024 - YAKIMA, WA - CB, CF, AB & JC
		401 - 534 50	49 00 - 1	MISCELLAI	NEOUS	1,720.00		
4448	07/22/2024	Claims	2	108800	EVERGREEN SERVIC	CES	616.74	CIVIC CENTER LAWN SVC & SPRINKLER SYSTEM MAINTENANCE - 06/2024
4449	07/22/2024	001 - 514 23 001 - 514 30 001 - 515 31 001 - 521 50 001 - 524 20 401 - 534 50 403 - 535 50 402 - 537 50 101 - 542 30 101 - 543 30 128 - 547 10 001 - 558 60 001 - 576 80	48 01 - 0 48 00 - 0 48 01 - 1 48 01 - 0 48 01 - 0	CIVIC CAM CIVIC CAM CIVIC CAM PD FACILIT CIVIC CAM	IPUS MAINTENANCE- IPUS MAINTEN	31.09 43.36 38.99 18.87 394.84 19.91 18.06 13.15 1.37 2.48 6.63 5.55 17.27 5.17	7,554.00	QAPP ADDENDUM - PROJ ADMIN/MGMT & DEV ASSURANCE PROJ PLAN THRU 06/30/2024
4450	07/22/2024	Claims	2	108802	FRANK'S POINT S		149.18	NEW PARKS TRAILER TIRE - TS02040 ST225/75R15 E 117M
		001 - 576 80	48 00 - 1	REPAIRS &	MAINTENANCE	149.18		51223/13N13 E 11/10

2 108803 FREIGHTLINER NORTHWEST

4451 07/22/2024 Claims

2,350.07 CATALYST TANK HEATER TROUBLESHOOT/REPAIR - VEH

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					TER REPAIRS & MAIN	2,232.57 117.50		
4452	07/22/2024	Claims	2	108804	SHAWN GALVAN		62.51	WATER DEPOSIT REFUND - UB ACCT #13519 - 2216 S. 3RD AVENUE
		414 - 582	10 04 14	- DEPOSIT R	EFUND	62.51	Refund Utility	Deposit
4453	07/22/2024	Claims	2	108805	GENE WEINMANN CONSULTING		112.53	CDBG COORDINATOR & SUPPLIES - 07/2024
				- SUPPLIES - PROFESSIC	ONAL SERVICES - HOL	22.53 90.00		
4454	07/22/2024	Claims	2	108806	GRANITE CONSTRUC	CTION CO	315.90	2601- CLASS G - WA - 3.250 TONS - 06/14/2024
		101 - 542	30 31 00	- SUPPLIES		315.90		
4455	07/22/2024	Claims	2	108807	HLA ENGINEERING 8 SURVEYING INC	& LAND	82,740.79	PROFESSIONAL ENGINEER SERVICES - 06/2024
		405 - 594 405 - 594 405 - 594 405 - 594 405 - 594 318 - 595	35 41 54 35 63 42 35 64 08 35 67 54 38 64 53 10 41 18	- BELTWAY S - S BROADW - AHTANUM - S BROADW - N RUDKIN - REGIONAL	NEOUS-WATER RIGHT SEWER EXT LIFT STAT VAY AREA SEWER EXT I RD UNDERDRAIN VAY SEWER ON-SITE - RD STORMWATER IN BELTWAY-DESIGN/EI NSTRUCTION	750.50 7,259.00 52,621.44 3,373.00 76.50 17,993.75 235.00 431.60		
1156	07/22/2024	304 - 595 Claims	30 63 02 <b>2</b>		INTOXIMETERS	43 1.00	254.00	DRY GAS - 55L
4430	01/22/202		_	- PATROL SI		254.00	254.00	
4457	07/22/2024	Claims	2		KAZCADE ENGRAVII TROPHIES		32.40	10 YEAR SERVICE AWARD PLAQUE - T. LOPEZ
				- MISCELLA - MISCELLA		16.20 16.20		
4458	07/22/2024	Claims	2	108810	KELLEY CREATE		108.20	CONTRACT BASE FEE - 06/14/2024 - 07/13/2024 & 07/14/2024 - 08/13/2024
				- RENTALS &		54.10 54.10		
4459	07/22/2024	Claims	2	108811	KITTITAS & YAKIMA	VALLEY UC	125.00	WORK RELATED EXAM 06/21/2024 - C. DAHL
			30 41 00	- PROFESSION	ONAL SERVICES	125.00		
4460	07/22/2024	Claims	2	108812	LAW OFFICES OF MA		·	PROSECUTING ATTORNEY - 07/2024
		001 - 515			RVICES - PROS. ATTNY	19,500.00		
4461	07/22/2024	Claims	2	108813	MASS X CONSTRUC	TION, LLC	411,633.23	S. BROADWAY AREA SEWER EXT (GSP PHASE 3) - HLA PROJ #20058B-C - PROG ESTIMATE NO. 2
		405 - 594	35 65 42	- S BROADV	WAY AREA SE EXT (GSI	411,633.23		
4462	07/22/2024	Claims	2	108814	MBI SYSTEMS, INC.		29,235.86	5 50% DEPOSIT INVOICE FOR LIBRARY/COMMUNITY CENTER FURNITURE
		111 - 594			CE - LIBRARY/COMM ( BRARY/COMMUNITY (	14,617.93 14,617.93		
4463	07/22/2024	Claims	2	108815	MINUTEMAN PRESS	5	1,189.13	WINDOW ENVELOPES FOR UB STATEMENTS
		403 - 535	50 31 00	- SUPPLIES - SUPPLIES - SUPPLIES		396.38 396.38 396.37		

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4464	07/22/2024	Claims	2	108816	MORTONS SUPPLY		632.82	3" SLIP FIX, COUPLINGS, KING ON STEP WIRE NUTS & CHRISTY'S REE HOT; NODES, 9V BATTERIES, DC LATCHING SOLENOIDS, BUSHINGS ADAPTERS, ST DO ELL & ELEC CLEANER; PARKS IRRIGATION BREAK REPAIR PARTS - GHE
			80 31 00 -			115.15		
			5 80 31 00 - 5 80 48 00 -		MAINTENANCE	342.23 175.44		
465	07/22/2024	Claims	2		ROBERT R NORTHCOTT		525.00	PUBLIC DEFENDER
	0., 11, 101				VICES-PUBLIC DEFEN	525.00		
1466	07/22/2024	Claims	2		OFFICE SOLUTIONS	323.00	181.83	COPY PAPER & LINEN BUSINESS
1400	077227202-	Cidinis	-	100010	NORTHWEST			COVER STOCK PAPER; COPY PAPE
		001 - 511	60 31 01 -	SUPPLIES		0.23		
			60 31 01 -			0.46		
			3 10 31 00 - 3 10 31 00 -			1.07 2.14		
			10 31 00 - 1 23 31 00 -			10.84		
			1 23 31 00 -			14.69		
		001 - 514	1 23 31 00 -	SUPPLIES		21.78		
			4 30 31 00 -			23.47		
			1 30 31 00 -			14.68		
			1 30 31 00 - I 10 31 00 -		I CLIDDI IEC	46.89 0.56		
			i 10 31 00 - i 10 31 00 -			1.12		
			4 20 31 00 <i>-</i>			12.15		
		001 - 524	4 20 31 00 -	SUPPLIES-	BUILDING	24.26		
			4 50 31 00 -			0.69		
			4 50 31 00 - 5 50 31 00 -			1.38 0.93		
			5 50 31 00 - 5 50 31 00 -			1.85		
			7 50 31 00 -			0.69		
			7 50 31 00 -			1.38		
			5 80 31 00 -			0.19		
1467	07/22/2024	Claims	5 80 31 00 - <b>2</b>		PACIFIC POWER	0.38	25,149.48	FIRE DEPT - 07/2024 & PD ANNE
								BLDG - 07/2024; CIVIC CAMPUS - 07/2024; TRAFFIC LIGHTS - 06/20. ST LIGHTS/BOOSTER PUMPS - 06/2024 & LIFT STATIONS - 07/2024; AREA LIGHTS - 06/2024 WELLS - 06/2024
					IPUS UTILITIES - EXEC	103.75		
					MPUS UTILITIES-FINAN MPUS UTILITIES - CLER	144.72 130.14		
					MPUS UTILITIES - CLER	62.97		
					TIES CIVIC CAMP UTIL	33.73		
					TIES CIVIC CAMP UTIL	1,317.72		
		001 - 522	2 50 47 00 -	FD FACILI	TIES - UTILITIES	456.92		
					APUS UTILITY-BUILDIN	66.46		
			4 50 47 00 -			240.70 12,605.78		
			4 50 47 00 - 4 50 47 01 -		APUS UTILITIES-WATE	60.27		
			5 50 47 00 -		III OO OTILITILO WATE	1,733.27		
					APUS UTILITIES-SEWEI	43.82		
					APUS UTILITES - GARB	4.59		
					APUS UTILITIES-STREE	8.29		
			2 63 47 00 · 2 64 47 00 ·			6,547.05 383.03		
					APUS UTILITIES-STREE	22.13		
					ADIIS LITH ITIES TO ANY	18 53		

18.53

128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN!

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		001 - 576 80 47	00 - 1	UTILITIES	PUS UTILITIES-PLAN	1,090.71		
4468	07/22/2024	Claims	2		PAPE MACHINER		85.80	OIL FILTERS - M806419 &
1100	0.,-1,-01	001 - 576 80 48				85.80	00.00	
4469	07/22/2024	Claims	2		PEOPLE FOR PEO	PLE	2,300.00	SENIOR NUTRITION TEMPORARY
		001 571 21 41	00	DDOE CEDY		D 2200.00		SITE MANAGER - 06/2024
4470	07 (22 (202 (		_		ICES - PEOPLE FOR	,	F00 00	POSTAGE - 07/2024
44/0	07/22/2024	Claims	2		QUADIENT FINAN	•	500.00	POSTAGE - 07/2024
		001 - 511 60 42 001 - 514 23 42				0.06 102.56		
		001 - 514 23 42				111.78		
		001 - 521 10 42	00 - 1	PD ADMIN	COMMUNICATION	IS 14.32		
					COMMUNICATION			
		001 - 524 20 42 401 - 534 50 42			CATION-BUILDING	9.79 86.32		
		403 - 535 50 42				86.32		
		402 - 537 50 42				86.32		
4471	07/22/2024	Claims	2	108823	REPUBLIC PUBLIS	HING CO	375.20	NOTICE OF ENVIRONMENTAL REVIEW - CK FAMILY INVESTMENTS
		001 - 558 60 44	00 -	ADVERTISI	NG	375.20		
4472	07/22/2024	Claims	2	108824	RIO FOLTZ PLLC		8,500.00	CITY ATTORNEY - 06/2024
		001 - 515 31 41	01 -	LEGAL SER	VICES-CIVIL - CITY	00.002,8 FA		
4473	07/22/2024	Claims	2	108825	JULIE SCHILLING		92.76	AWC ANNUAL CONF 06/18/2024-06/21/2024 - VANCOUVER, WA REIMBURSEMENT
		001 - 513 10 43	3 01 - 1	TRAVEL		92.76		
4474	07/22/2024	Claims	2	108826	SINCLAIR BROAD	CAST GROUP	1,545.00	TV ADS - OLD TOWN DAYS 2024
		132 - 571 20 44	32 -	OTD ADVE	RTISING	1,545.00		
4475	07/22/2024	Claims	2	108827	DON C. SMITH		3,148.44	LEOFF 1 RETIREE RX; LEOFF 1
								RETIREE MASSAGE THERAPY - 0S/28/2024, 0S/30/2024, 06/04/2024 & 06/06/2024; LEOFF 1 RETIREE MASSAGE THERAPY - 05/07/09,14,16,21,23/2024; LEOFF 1 RETIREE MEDICARE PREMIUM - 0
		001 - 521 10 22	2 00 -	LEOFF 1 BE	NEFITS	1,324.34		
		001 - 521 10 22				520.00		
		001 - 521 10 22 001 - 521 10 22				780.00 524.10		
4476	07/22/2024	Claims	2		SMITTYS OUTDO		219 30	BG 50 BLOWER REPAIR LABOR &
4470	01/22/2021	Ciaiiiis	_	100020	EQUIPMENT INC	OR FOWER	213.30	PURCHASE OF NEW BG 50 HANDHELD BLOWER
					OLS & EQUIPMENT MAINTENANCE	162.44 56.86		
4477	07/22/2024	Claims	2	108829	STATE AUDITOR	S OFFICE	764.50	2023 AUDIT - AUDIT #60910 - 06/2024
		001 - 514 23 41	I 01 -	AUDIT COS	STS	764.50		
4478	07/22/2024	Claims	2	108830	BERNARDO T RA	MIREZ	500.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 07/06/2024 - RESERVATION #6000
		001 - 582 10 00	03 -	PARK DEPO	OSIT REFUND	500.00		
4479	07/22/2024	Claims	2		U.S. CELLULAR		858.37	PD PHONE SERVICE - 06/2024
			2 00 -		COMMUNICATION	NS 858.37		
4480	07/22/2024	Claims	2		U.S. LINEN & UI		937.08	PW UNIFORM SERVICE - 06/2024
. 700	3.,,		_		-,			

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		403 - 535 402 - 537 101 - 542 128 - 547	50 21 00 - 50 21 00 - 30 21 00 - 10 21 00 -	UNIFORMS UNIFORMS UNIFORMS UNIFORMS	& EQUIPMEN & EQUIPMEN & EQUIPMEN & EQUIPMEN & EQUIPMEN	NT NT NT NT	196.80 196.80 65.60 196.80 121.76 159.32			
4481	07/22/2024	Claims	2	108833	UNITED STA	TES POSTMA	ASTER	929.64	UB POSTAGE - 07/2024	
		403 - 535	50 42 00 -	COMMUNI COMMUNI COMMUNI	CATION		309.88 309.88 309.88			
4482	07/22/2024	Claims	2	108834	<b>UNUM LIFE</b>	INSURANCE		135.30	LEOFF 1 LONG TERM CARE -	
		001 - 521	10 22 00 -	LEOFF 1 BE	NEFITS		135.30			
4483	07/22/2024	Claims	2	108835	UPS			158.48	PD SHIPPING - 06/2024	
		001 - 521	10 42 00 -	PD ADMIN	COMMUNIC	ATIONS	158.48			
4484	07/22/2024	Claims	2	108836	VALLEY FOR	D SALES		216.55	NEW BATTERY - VEH #23	
		001 - 521	10 48 00 -	PD ADMIN	REPAIRS & N	MINT	216.55			
4485	07/22/2024	Claims	2	108837	VIC'S AUTO GAP - PW	& SUPPLY U	INION	236.10	LUCAS RED-TACKY GREASE & I 400 15W40 OIL	DELO
		001 - 576	80 31 00 -	SUPPLIES			236.10			
4486	07/22/2024	Claims	2	108838	JOSE VIRRU	ETA		101.96	WATER DEPOSIT REFUND - UB #11928 - 4105 2ND STREET	ACCT
		414 - 582	10 04 14 -	DEPOSIT R	EFUND		101.96	Refund Utility	•	
4487	07/22/2024	Claims				F SHERIFFS &		400.00	FULL CONFERENCE REGISTRAT MEMBERSHIP - G. COBB	ION
		001 - 521	40 49 00 -		ng Miscella		400.00			
4488	07/22/2024	Claims	2	108840	WA STATE	DEPT OF LICE	NSING	111.00	CPLS - JUNE 2024	
		630 - 589	30 02 01 -	- WEAPONS	PERMIT STAT	E SHAR	111.00			
4489	07/22/2024	Claims	2	108841	WA STATE	TREASURER		9,624.19	CJRS - 06/2024	
		640 - 586 630 - 589 640 - 589 640 - 589 640 - 589 640 - 589 640 - 589	00 26 01 - 30 01 01 - 30 04 01 - 30 05 01 - 30 06 01 - 30 08 01 - 30 09 01 -	DOL TECH STATE BUII PSEA 1 STA PSEA 2 STA PSEA 3 STA CRIME LAB JIS STATE 9 ST GEN FU	LDING CODE ATE SHARE ATE SHARE ATE SHARE B/BREATH ST	FEE SHARE AUTO TH	408.52 260.70 282.50 3,895.14 2,229.89 88.86 74.13 1,383.82 503.97 496.66			
4490	07/22/2024	Claims	2	108842	WEAVER D	STRIBUTING	i	45.66	SQUARE U BOLTS W/STRAP, A THREAD MILD ZINC & COUPLI NUTS; HD SHEET METAL SCRE W/ 17MM WASHERS, ELECTRIC TAPE & BLUE THREADLOCKER	ING WS CAL
		001 - 576	80 31 00	- SUPPLIES - SUPPLIES - REPAIRS 8	ı MAINTENAN	NCE	29.32 12.68 3.66			
4491	07/22/2024	Claims	2	108843	YAKIMA BA	ATTERY & AU	то	51.03	TOGGLE SWITCHES - M-OFF-N SPDT3 SCREW - VEH #2011	ı
		401 - 534	50 48 00	- REPAIRS 8	ATER REPAIRS & MAINTENAN & MAINTENAN	<b>ICE</b>	2.55 10.21 38.27			
4492	07/22/2024	Claims	2	108844	YAKIMA CO			44,325.71	INMATE HOUSING & MEDICAL 06/2024	L -

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				0	1/01/2024 To: 07	7/31/2024		Page:	10
Trans	Date	Туре	Acct #	War#	Claimant		Amount	Memo	
					N & CORRECTION CO	,			
4493	07/22/2024	Claims	2	108845	YAKIMA CO DISTR	ICT COURT	1,625.25	YAKIMA CO DISTRICT PROBATION SERVICES 2024	
		001 - 523	20 41 06	- PROBATIC	N SERVICES	1,625.25			
4494	07/22/2024	Claims	2	108846	YAKIMA CO DISTR	ICT COURT	105,985.00	YAKIMA CO DISTRICT MUNICIPAL COURT OF 2ND QTR 2024	COURT PERATIONS -
		001 - 512	52 41 00	- COURT SE	RVICE COSTS	105,985.00			
4495	07/22/2024	Claims	2	108847	YAKIMA CO PUBLI	C SERVICES	187.40	YARD WASTE DISPOSA 06/04-07/2024 & 06/1 8.36 TONS	
		101 - 542	30 49 00	- MISCELLA	NEOUS	187.40			
4496	07/22/2024	Claims	2	108848	YAKIMA CO TREAS	5	131.26	CVC - 06/2024	
		633 - 586	00 00 00	- CRIME VIO	CTIMS COMP CNTY SE	- 131.26			
4497	07/22/2024	Claims	2	108849	YAKIMA PRINTING LLC	G COMPANY	97.38	JUNK VEHICLE DOOR BUSINESS CARDS - S.	
				) - PATROL S ) - CODE ENI	UPPLIES FORCEMENT SUPPLIE	32.46 64.92			
4498	07/22/2024	Claims	2	108850	YAKIMA ROCK & I CLUB, INC.	MINERAL	2,000.00	ALTC AWARD	
			30 49 07		MINERAL CLUB CONT	•			
4499	07/22/2024	Claims	2	2 108851	YAKIMA VALLEY S COMMISSION	PORTS	21,000.00	2024 YAKIMA VALLEY COMMISSION ADMIN - 1ST QTR-2ND QTR 2	ISTRATIVE FEE
		107 - 557	30 41 07	7 - YAKIMA V	ALLEY SPORTS COM	21,000.00			
4500	07/22/2024	Claims	ź	2 108852	YAKIMA VALLEY T	OURISM	35,959.59	NW TRAVEL & LIFE - II 03/2024-08/2024 & D 05/2024-06/2024; 202 PROMOTION CONTRA ADMINISTRATIVE FEE QTR-2ND QTR 2024; 0 VENDOR BILLING ERR #746 THAT;	IGITAL ADS - 4 TOURISM ACT - 1ST CREDIT -
					ALLEY TOURISM	22,000.00			
					/ALLEY TOURISM SING-YAK VALLEY TOI	425.00 J 9.994.00			
		108 - 557	7 30 44 08	3 - ADVERTIS	SING-YAK VALLEY TOO SING-YAK VALLEY TOO	-10.00			
		111 Libra 128 Trans 130 Com 132 Com 133 Mari 170 Hous 304 VMB 313 Fire 6	et Fund ging Tax F ism Prom ary & Con sit Systen amunity P imunity E juana Exc sing Reha Improve Departme	Fund notion Area F nmunity Cen	ter Fund I nd Fund		219,076.04 7,943.10 51,425.00 16,034.59 183,928.21 72,331.37 676.87 1,545.00 239.07 112.53 431.60 10,490.00 235.00 30,114.92		

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1,130,225.14

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Amount Memo Acct # War# Claimant Trans Date Type 404 Water Improvement Reserve 750.50 405 Sewer Improvement Reserve 492,956.92 414 Water Deposits 164.47 393.50 630 General State/County-Shared Rev Fund 633 Crime Victims Comp Cnty Share 131.26 9,341.69 640 Court Revenue Fund 650 YVCRU Fund 2,758.44 - Claims: 1,130,225.14



# City Council Communication

Meeting Date: July 22, 2024

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

**Topic/Issue:** Advance Travel Vouchers – June, 2024

SYNOPSIS: Advance Travel Vouchers for the month of May through June, 2024

**RECOMMENDATION:** Request Council to approve Check Nos. 1315 through 1317 in the amount

of \$796.00.

**LEGAL REVIEW: N/A** 

FINANCIAL REVIEW: N/A

**BACKGROUND INFORMATION: N/A** 

**ADDITIONAL OPTIONS: N/A** 

**ATTACHMENTS:** Advance Travel Voucher Register

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05/01/2024 To: 06/30/2024

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Trans	Date	Туре	Acct #	War#	Claimant	Amount	Memo	_
3019	05/15/2024	Claims	638	1315	ERIC B TURLEY	203.50	ATR #1185	
4504	06/06/2024	Claims	638	1316	JABAN R BROWNELL	296.25	ATR #1186	
4505	06/06/2024	Claims	638	1317	RYAN L BONSEN	296.25	ATR #1187	
		638 Adva	nce Travel F	und		796.00		70.5.00
		* Transact	tion Has Mix	red Reveni	ue And Evnense Accounts	796.00	Claims:	796.00