

**UNION GAP CITY COUNCIL
REGULAR MEETING AGENDA**

MONDAY AUGUST 14, 2023 – 6:00 P.M.

CIVIC CAMPUS, 102 W. AHTANUM ROAD, UNION GAP

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 24, 2023, as attached to the Agenda and maintained in electronic format

B. Approve Vouchers:

Payroll Vouchers – EFT’s, and Voucher No. 106886 through 106893 for the month of July 2023, in the amount of \$497,645.40

Claim Vouchers – EFT’s, and Voucher No. 106883 through 106885 and Voucher Nos. 106894 through 106995 for August 14, 2023, in the amount of \$1,367,186.48

III. GENERAL ITEMS

Public Works & Community Development

1. Resolution No. - _____ - City of Union Gap Housing Action Plan
2. Resolution No. - _____ - Resolution - HLA Task Order 2020-01 – Amendment No. 1 – South Broadway Area Sewer Extension, General Sewer Plan Phase 3 (GSP Phase 3)
3. Resolution No. - _____ - HLA Task Order 2021-02 – Amendment No. 1 – Ahtanum Road and Main Street Stormwater Improvements – Construction Services Project

4. Resolution No. - _____ - WA State Department of Ecology – Storm Drainage Improvement Agreement No. WQC-2023-UniGap-00029

City Manager

1. Ordinance No. - _____ - Utility Taxes
2. Resolution No. - _____ Limited English Proficiency Plan - (LEP) Plan

Finance and Administration

1. Ordinance No. - _____ - Amending Section 4.04.060 "FEES" of Chapter 4.04 Occupational Licenses of the Union Gap Municipal Code.
2. Ordinance No. - _____ - Amending Section 12.04.100 "Payment" and Section 12.04.110 "Penalty charge for late payments" of Chapter 12.04 "Water Rates and Regulations" of the Union Gap Municipal Code.
3. Ordinance No. - _____ - Amending Section 3.08.010 "FEE IMPOSED" of Chapter 3.08 Nonsufficient Funds and Returned Checks of the Union Gap Municipal Code

Police

1. Resolution No. - _____ - American Medical Response Ambulance Service, Inc. - Professional Services Agreement for Blood Draws
2. Resolution No. - _____ - Yakima Valley Crisis Response Unit – Interlocal Agreement
3. Resolution No. - _____ - Police Surplus Vehicle

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

IV. ADJOURN REGULAR MEETING



City Council Communication

Meeting Date: August 14, 2023
From: Dennis Henne, Public Works & Community Development Director
Topic/Issue: Resolution – City of Union Gap Housing Action Plan

SYNOPSIS: Housing affordability and availability has become one of the crises facing residents of the Yakima Valley. The purpose of the Housing Action Plan is to create a set of strategies and concrete steps to meet local housing needs.

The Yakima Valley Conference of Governments was awarded a grant on behalf of the City of Union Gap from the Washington State Department of Commerce to develop a Housing Action Plan (hereafter 'Plan') in compliance with HB 1923.

This Plan went through a public process, which included:

- Public engagement through a public survey;
- Meetings with stakeholder organizations;
- Interviews on local television; and
- Social media outreach effort

RECOMMENDATION: Approve a resolution adopting the City of Union Gap Housing Action Plan.

LEGAL REVIEW: The City Attorney has reviewed.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION:

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. City of Union Gap Housing Action Plan

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A RESOLUTION approving the City of Union Gap Housing Action Plan.

WHEREAS, housing affordability and availability has become one of the crises facing residents of the Yakima Valley; and

WHEREAS, The Yakima Valley Conference of Governments was awarded a grant on behalf of the City of Union Gap from the Washington State Department of Commerce to develop a Housing Action Plan (hereafter 'Plan') in compliance with HB 1923; and

WHEREAS, the purpose of the Plan (Exhibit "A") is to create a set of strategies and concrete steps to meet local housing needs; and

WHEREAS, the Plan went through a public process which included public engagement through a public survey, meetings with stakeholder organizations, interviews on local television, and a social media outreach effort; and

WHEREAS, SEPA Environmental Review was completed with a determination of Non-Significance issued on July 19, 2023; and

WHEREAS, City Council held an informational session on the development of the Housing Action Plan on July 10, 2023; and

WHEREAS, the City of Union Gap has complied with the substantive, procedural, and notice requirements associated with SEPA, the Growth Management Act, and the Union Gap Municipal Code; and

WHEREAS, the Union Gap City Council finds that it is in the best interest of the City of Union Gap, and its residents, to approve the City of Union Gap Housing Action Plan;

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

Section 1: The City Council hereby adopts the City of Union Gap Housing Action Plan, 2023.

PASSED this 14th day of August, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



City Council Communication

Meeting Date: August 14, 2023
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution - HLA Task Order 2020-01 – Amendment No. 1 – South Broadway Area Sewer Extension, General Sewer Plan Phase 3 (GSP Phase 3)

SYNOPSIS: HLA Engineering and Land Surveying, Inc. Task Order No. 2020-01 Amendment No. 1 addresses services as it relates to the construction of public infrastructure in support of private development by Two Eagles Properties LLC, at the corner of South 16th Avenue and West Washington Avenue.

During the project, a 36-inch diameter concrete storm drain pipe that conveys storm water from the City of Yakima to Wide Hollow Creek was encountered and in direct conflict with the new sanitary sewer improvements. Additional work consisted of identifying pipeline ownership, gathering information and design alternatives, and coordinating the improvements. New maximum amount of \$140,000 (Original Task Order fee \$130,000 plus Amendment No. 1 fee of \$10,000).

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign Amendment No. 1 to Task Order 2020-01 with HLA Engineering and Land Surveying, Inc. as it relates to the South Broadway Area Sewer Extension (GSP Phase 3).

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

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

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign Amendment No. 1 to Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc. as it relates to services the South Broadway Area Sewer Extension (GSP Phase 3) project.

WHEREAS, the City secured funding from the Supporting Investments in Economic Development (SIED) Board; and

WHEREAS, the funding use is to construct public infrastructure in support of the private development by TwoEagles Properties, LLC at the corner of South 16th Avenue and West Washington Avenue; and

WHEREAS, Amendment No. 1 states During the project, a 36-inch diameter concrete storm drain pipe that conveys storm water from the City of Yakima to Wide Hollow Creek was encountered and in direct conflict with the new sanitary sewer improvements. Additional work consisted of identifying pipeline ownership, gathering information and design alternatives, and coordinating the improvements. New maximum amount of \$140,000 (Original Task Order fee \$130,000 plus Amendment No. 1 fee of \$10,000); and

WHEREAS, the City contracts with HLA Engineering and Land Surveying, Inc. (HLA) for general engineering services; and

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

The City Manager is authorized to sign Amendment No 1 to Task Order No. 2020-01 with HLA Engineering and Land Surveying, Inc. for engineering services as it relates to the South Broadway Area Sewer Extension (GSP Phase 3) project.

PASSED this 14th day of August, 2023.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

AMENDMENT NO. 1

TASK ORDER NO. 2020-01

REGARDING GENERAL AGREEMENT BETWEEN CITY OF UNION GAP

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

South Broadway Area Sewer Extension (GSP Phase 3)
HLA Project No. 20058E/C

The City of Union Gap (CITY) has secured funding from the Supporting Investments in Economic Development (SIED) Board to construct public infrastructure in support of private development by TwoEagles Properties LLC, (DEVELOPER), at the corner of South 16th Avenue and West Washington Avenue.

Two (2) separate bid packages will be prepared to allow Off-site public infrastructure improvements to be constructed separately from On-site public infrastructure improvements.

Off-site public infrastructure improvements will include the extension of approximately 4,200 linear feet of gravity sewer main from the vicinity of South 8th Avenue, through a portion of the South Broadway area, to the proposed development. An alignment study will be performed to determine the sewer main location that best serves the City's overall service needs.

On-site public infrastructure improvements are anticipated to include the relocation of approximately 250 linear feet of domestic watermain, approximately 1,000 linear feet of gravity sewer main, and approximately 830 linear feet of new street improvements consisting of curb and gutter, sidewalk, illumination, and storm drainage facilities.

REASON FOR AMENDMENT NO. 1:

The Notice to Proceed for this project was December 20, 2021. The contract allowed for seventy (70) working days with a project completion date April 2, 2022. With two suspensions of work for weather and paving scheduling, substantial completion was granted May 4, 2022. However, Contractor punchlist work continues and remains incomplete as of this date, August 24, 2022. Additional work was provided by HLA to assist the City and Contractor in securing property owner releases necessary to close out construction.

During the project, a 36-inch diameter concrete storm drain pipe that conveys storm water from the City of Yakima to Wide Hollow Creek was encountered and in direct conflict with new sanitary sewer improvements. Additional work to identify pipeline ownership, gather information and design alternatives, design the final bubble-up system, negotiate a change order with the Contractor, and coordinate improvements with the City of Yakima was required.

This project originally planned for seventy (70) working days (approximately 3-1/2 months) has spanned a period of over seven (7) months requiring significantly more engineering and administrative services.

By this Amendment No. 1, sections of Task Order 2021-01 are amended as follows:

TIME OF PERFORMANCE:

Off-Site Public Infrastructure Improvements

3.0 Engineering Services During Construction

Engineering services during construction shall begin upon construction contract award by the CITY and shall extend through construction contract substantial completion of May 4, 2022.

FEE FOR SERVICE:

Off-Site Public Infrastructure Improvements

3.0 Engineering Services During Construction

All work shall be performed on a time-spent basis at the normal hourly billing rates included in our General Agreement plus reimbursement for non-salary expenses with an estimated maximum amount of \$140,000 (Original Task Order fee of \$130,000 plus Amendment No. 1 fee of \$10,000).

Proposed: 

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

7/3/2023
Date

Approved: _____
City of Union Gap
Sharon Bounds, City Manager

Date



City Council Communication

Meeting Date: August 14, 2023
From: Dennis Henne, Director of Public Works & Community Development
Topic/Issue: Resolution - HLA Task Order 2021-02 – Amendment No. 1 – Ahtanum Road and Main Street Stormwater Improvements – Construction Services Project

SYNOPSIS: HLA Engineering and Land Surveying, Inc. Task Order No. 2021-02 Amendment No. 1 addresses services as it relates to the Ahtanum Road and Main Street Stormwater Improvements - Construction Services project.

Amendment No.1 to Task Order 2021-02 covers the eight (8) additional contract days and the engineering redesign during construction due to utilities. The new revised estimated fee of \$377,000 (Original Task Order amount \$277,000 plus Amendment No. 1 fee of \$100,000)

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign Amendment No. 1 to Task Order 2021-02 with HLA Engineering and Land Surveying, Inc. as it relates to the – Ahtanum Road and Main Street Stormwater Improvements – Construction Services Project.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Resolution
2. HLA Task Order No. 2021-02; Amendment No. 1

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign Amendment No. 1 to Task Order No. 2021-02 with HLA Engineering and Land Surveying, Inc. as it relates to services for the Ahtanum Road and Main Street Stormwater Improvements - Construction Services project.

WHEREAS, the City secured funding from FY 2022 Water Quality Combined Financial Assistance from Washington State Department of Ecology to improve stormwater conditions within the City. This project constructs stormwater treatment facilities for three known outfalls to remove untreated stormwater from the creeks, maintain MS4 compliance, and eliminate monitoring requirements; and

WHEREAS, HLA Engineering and Land Surveying, Inc. Task Order No. 2021-02 addresses services as it relates to the Ahtanum Road and Main Street Stormwater Improvements - Construction Services project; and

WHEREAS, Amendment No. 1 to Task Order No. 2021-02 covers eight (8) additional contract days and engineering redesign during construction due to utilities. The new revised estimated fee of \$377,000 (Original Task Order amount \$277,000 plus Amendment No. 1 fee of \$100,000); and

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

The City Manager is authorized to sign Amendment No 1 to Task Order No. 2021-02 with HLA Engineering and Land Surveying, Inc. for engineering services as it relates to the Ahtanum Road and Main Street Stormwater Improvements - Construction Services project.

PASSED this 14th day of August, 2023.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

AMENDMENT NO. 1
TASK ORDER NO. 2021-02

REGARDING GENERAL AGREEMENT BETWEEN CITY OF UNION GAP

AND

HLA ENGINEERING AND LAND SURVEYING, INC. (HLA)

PROJECT DESCRIPTION:

Ahtanum Road and Main Street Stormwater Improvements – Construction Services
HLA Project No. 18156C

The City of Union Gap (CITY) received FY 2022 Water Quality Combined Financial Assistance from the Washington State Department of Ecology (Ecology) to improve stormwater conditions within the CITY. This project constructs stormwater treatment facilities for three known outfalls to remove untreated stormwater from the creeks, maintain MS4 compliance, and eliminate monitoring requirements.

REASON FOR AMENDMENT NO. 1

On September 27, 2021, the City Council awarded the construction contract to Total Site Services, LLC (TSS) in the amount of \$1,856,299.02. Construction began December 13, 2021, with one hundred (100) contract working days to complete the project, and planned completion date of May 9, 2022. During the project, an additional eight (8) contract days were requested contractor and approved by the City related to the waterline installation on Ahtanum Road. Additionally, there were approximately seven (7) days of punchlist work completed (not including remaining punchlist items completed in October/November 2022).

In addition, the nature of the project area having significant unknown subsurface utilities required substantial engineering redesign during construction. Prior to physically beginning construction at each intersection, potholing was performed by the contractor to locate utilities and provide exact depths. Due to variations in actual location and depth of utilities, designs at nearly all locations required modification to accommodate the required improvements due to actual elevation of existing utilities.

The total work to date (PE8) in the amount of \$1,893,771 is lower than the budgeted Task 5 - Construction amount of \$2,094,667.00, leaving budget of approximately \$200,896, in addition to 10% contingency kept by Ecology. This request is for consideration of utilizing a portion of the remaining project contingency to pay for additional project costs as shown on page 3 of this Amendment.

This Amendment No. 1 was originally provided to the City for consideration on September 29, 2022.

TIME OF PERFORMANCE:

There are no changes to Time of Performance per Amendment No. 1.


FEE FOR SERVICE:

The Fee for Service included in Task Order No. 2021-02 shall be amended as follows:

4.0 Construction Engineering

All work for Construction Engineering shall be completed on an hourly basis, at normal hourly billing rates included in our General Agreement, plus reimbursement for non-salary expenses, for the revised estimated fee of \$377,000.00 (Original Task Order amount \$277,000.00 plus Amendment No. 1 amount \$100,000.00).

Proposed:



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

7/3/2023
Date

Approved:

City of Union Gap
Sharon Bounds, City Manager

Date

City of Union Gap and Ecology Current Funding Agreement			
Ecology Grant Tasks	Original Project Funding	City and Contractor	Remaining Balance
Task 1 – Grant and Loan Administration	\$35,000	\$15,000 City	\$20,000
Task 2 – Cultural and Enviro Reviews, Permitting	\$115,000		\$115,000
Task 3 – Design Plans and Specifications	\$15,871		\$15,871
Task 4 – Construction Management	\$277,000		\$277,000
Task 5 – Construction	\$2,094,667	\$1,893,771 PE8	\$200,896
Task 6 – Project Close Out	\$11,062		\$11,062
Total	\$2,548,600	\$1,871,299	\$633,600

Task Order No. 2021-02 Funding Summary				
Project Tasks	Remaining Balance	HLA Task Order	HLA Amendment No. 1	Total HLA Agreement
Task 1 – Grant and Loan Administration	\$20,000	\$20,000	(No Change)	\$20,000
Task 2 – Cultural and Enviro Reviews, Permitting	\$115,000	\$115,000	(No Change)	\$115,000
Task 3 – Design Plans and Specifications	\$15,871	\$15,871	(No Change)	\$15,871
Task 4 – Construction Management	\$277,000	\$277,000	\$100,000	\$377,000
Task 5 – Construction	\$200,896	N/A	N/A	N/A
Task 6 – Project Close Out	\$11,062	\$11,062	(No Change)	\$11,062
Total	\$639,892	\$438,933	\$100,000	\$538,933

The Total HLA contracted amount of \$538,933 is approximately 23% higher than the original Task Order amount of \$438,933.

Of the \$100,000 increase requested, Ecology's share is \$85,000 (85%) and the City's share is \$15,000 (15%).



City Council Communication

Meeting Date: August 14, 2023
From: David Dominguez, City Engineer
Topic/Issue: Resolution – WA State Department of Ecology – Storm Drainage Improvement Agreement No. WQC-2023-UniGap-00029

SYNOPSIS: The City submitted an application and has secured funding through the WA State Department of Ecology for the Rudkin Road Storm Drainage Improvements project.

In this project, the City will study and design retrofits for water quality treatment of stormwater generated in Rudkin Road area basins. The Rudkin Road basins total approximately eleven (11) acres that discharge to Spring Creek, which flows to the Yakima River.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign an agreement with the WA State Department of Ecology for Agreement No. WQC-2023-UniGap-00029 as it relates to the Rudkin Road Storm Drainage Improvements project.

LEGAL REVIEW: City Attorney has reviewed this resolution.

FINANCIAL REVIEW:	City's Match (15%):	\$56,550.00
	Ecology's Share:	<u>\$320,450.00</u>
	Total	\$377,000.00

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. WSDOE Agreement WQC2023 UniGap 00029

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an agreement with the WA State Department of Ecology for Agreement No. WQC-2023-UniGap-00029 as it relates to the Rudkin Road Storm Drainage Improvements project.

WHEREAS, the City secured funding from the WA State Department of Ecology; Agreement No. WQC-2023-UniGap-00029 for the Rudkin Road Storm Drainage Improvements project in the amount of \$377,000.00 ; and

WHEREAS, the City's proportionate share is 15 percent (\$56,550.00) of the total eligible cost of \$377,00.00.

WHEREAS, the storm drainage improvements project will help protect and restore water quality in WA State by reducing stormwater impacts from existing infrastructure and development.

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

The City Manager is authorized to sign an agreement with the WA State Department of Ecology for Agreement No. WQC-2023-UniGap-00029 as it relates to the Rudkin Road Storm Drainage Improvements project.

PASSED this 14th day of August, 2023.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



Agreement No. WQC-2023-UniGap-00029

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

UNION GAP, CITY OF

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

GENERAL INFORMATION

Project Title:	Rudkin Road Storm Drainage Improvements
Total Cost:	\$377,000.00
Total Eligible Cost:	\$377,000.00
Ecology Share:	\$320,450.00
Recipient Share:	\$56,550.00
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2025
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Yakima River through the design of treatment and flow control facilities in the area of Rudkin Road in the city of Union Gap. When constructed, this project will provide treatment for total suspended solids (TSS), oil (total petroleum hydrocarbons), and, potentially, dissolved copper, dissolved zinc, and total phosphorus. It may also reduce flows to the Yakima River by increasing stormwater infiltration and/or providing stormwater detention.

Project Long Description:

In this project, the RECIPIENT will study and design retrofits for water quality treatment of stormwater generated in Rudkin Road area basins. The Rudkin Road basins total approximately 11 acres that discharge to Spring Creek, which flows to the Yakima River. Spring Creek and the Yakima River are classified as freshwater environments designated for primary contact recreation and salmonid spawning, rearing, and migration. Spring Creek is under a current TMDL for

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

bacteria – fecal coliform.

The Regional Stormwater Management Program for Yakima County and the Cities of Selah, Union Gap, and Sunnyside includes the Rudkin Road Storm Drainage Improvements project as a priority. Site suitability was a major design criterion due to the heavily developed city landscape.

Currently Spring Creek receives stormwater from direct discharges from city streets and commercial development. Two known outfalls convey stormwater from the Rudkin Road area across Interstate-82 to the creek, and ultimately the Yakima River. Stormwater runoff from Rainier Place, East Washington Avenue, South 18th Street, and parts of Rudkin Road tie into an existing irrigation system consisting of large 30” and 42” pipes. Runoff from the remainder of Rudkin Road discharges into a separate outfall believed to include stormwater flows only.

During this project, the RECIPIENT will perform a study of the proposed basins and connections to identify illicit, unknown, or surface water connections. Connections from public right of way will be identified and evaluated for reduction of untreated stormwater or elimination.

The RECIPIENT proposes improvements to intercept each system and redirect flow from public right of way to pretreatment facilities and subsurface infiltration (Underground Injection Control - UIC), while remaining irrigation lines/conveyance may serve as an overflow for events exceeding the design storm. The RECIPIENT plans to precede each infiltration basin with treatments for solids, oils, and metals removal where appropriate. The RECIPIENT plans to design infiltration facilities to the 25-year storm standard and treatment facilities to the 6-month storm standard. The RECIPIENT anticipates most locations will require a manufactured pretreatment device, meeting Technology Accepted Protocol – Ecology (TAP-E)/General Use Level Designation (GULD) requirements and designed to remove sediment, floatables, and/or oil contaminants.

Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

RECIPIENT INFORMATION

Organization Name: Union Gap, City of

Federal Tax ID: 91-6001287
UEI Number: R9B9C53VD1G3

Mailing Address: PO Box 3008
Union Gap, WA 98903

Organization Email: dennis.henne@uniongapwa.gov

Contacts

Project Manager	David Dominguez Civil Engineer 102 W Ahtanum Rd Union Gap, Washington 98903 Email: david.dominguez@uniongapwa.gov Phone: (509) 249-9211
Billing Contact	Dennis Henne Director Public Works and Community Development 102 W. Ahtanum Road Union Gap, Washington 98903 Email: dennis.henne@uniongapwa.gov Phone: (509) 249-9206
Authorized Signatory	Dennis Henne Director Public Works and Community Development 102 W. Ahtanum Road Union Gap, Washington 98903 Email: dennis.henne@uniongapwa.gov Phone: (509) 249-9206

Agreement No: WQC-2023-UniGap-00029
 Project Title: Rudkin Road Storm Drainage Improvements
 Recipient Name: Union Gap, City of

ECOLOGY INFORMATION

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

Physical Address: Water Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Traci Gefre</p> <p>1250 W Alder St. Union Gap, Washington 98903-0009 Email: tjef461@ecy.wa.gov Phone: (509) 731-0513</p>
<p>Financial Manager</p>	<p>Xavier Gilbert Stormwater Project Financial Specialist</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: XGIL461@ecy.wa.gov Phone: (564) 669-1942</p>
<p>Technical Advisor</p>	<p>Mark Melton Senior Stormwater Engineer</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: MMEL461@ecy.wa.gov Phone: (360) 701-5580</p>

SCOPE OF WORK

Task Number: 1 **Task Cost: \$20,000.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- * Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

SCOPE OF WORK

Task Number: 2 **Task Cost: \$45,000.00**

Task Title: Cultural and Environmental Review, and Permitting

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Agreement No: WQC-2023-UniGap-00029
 Project Title: Rudkin Road Storm Drainage Improvements
 Recipient Name: Union Gap, City of

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	List of permits acquired. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.6	Agreement with New Schanno Irrigation District authorizing inclusion of their irrigation lines for overflow events, or appropriately designed alternative(s) to ensure stormwater flows to treatment facility.	

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

SCOPE OF WORK

Task Number: 3 **Task Cost: \$297,000.00**

Task Title: Design Plans and Specifications

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a wetlands delineation to include a map that shows the adjacent wetland delineation and proposed project area for review.

B. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

C. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

D. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Design Deliverables Document.

E. The RECIPIENT will submit a preliminary GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Agreement No: WQC-2023-UniGap-00029
 Project Title: Rudkin Road Storm Drainage Improvements
 Recipient Name: Union Gap, City of

Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Wetlands delineation and map that shows the adjacent wetland delineation and proposed project area for review.	
3.3	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
3.7	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.10	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

SCOPE OF WORK

Task Number: 4 **Task Cost: \$15,000.00**

Task Title: Project Close Out

Task Description:

The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Close Out

Deliverables

Number	Description	Due Date
4.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2023-UniGap-00029
 Project Title: Rudkin Road Storm Drainage Improvements
 Recipient Name: Union Gap, City of

BUDGET

Funding Distribution EG240068

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

Funding Title: SFAP Funding Type: Grant
 Funding Effective Date: 07/01/2022 Funding Expiration Date: 06/30/2025

Funding Source:

Title: SFAP - SFY23
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
 Recipient Match %: 15%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 20,000.00
Cultural and Environmental Review, and Permitting	\$ 45,000.00
Design Plans and Specifications	\$ 297,000.00
Project Close Out	\$ 15,000.00

Total: \$ 377,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 56,550.00	\$ 320,450.00	\$ 377,000.00
Total		\$ 56,550.00	\$ 320,450.00	\$ 377,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defeasance or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

type of ownership interest that has been acquired.

b. **Legal Description of Real Property Rights Acquired.** The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. **Conveyance of Rights to the State of Washington.** Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. **Deed of Right.** The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. **Assignment of Rights.** The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. **Easements and Leases.** The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. **Federal Acquisition Policies.** See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. **State Acquisition Policies.** When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. **Housing and Relocation.** In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs,

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)
2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

“This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: <https://facweb.census.gov/>.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Unique Entity Identifier (UEI) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a UEI number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), <https://www.sam.gov>, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.?

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered

Agreement No: WQC-2023-UniGap-00029
 Project Title: Rudkin Road Storm Drainage Improvements
 Recipient Name: Union Gap, City of

through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation
2. Opinion of RECIPIENT's Legal Council
3. Authorizing Ordinance or Resolution
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)
5. CWSRF Federal Reporting Information form available in EAGL
6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)
7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)
8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration,

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT’S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT’s authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT’s knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)
- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT’s sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of

Agreement No: WQC-2023-UniGap-00029
 Project Title: Rudkin Road Storm Drainage Improvements
 Recipient Name: Union Gap, City of

ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended,

Agreement No: WQC-2023-UniGap-00029
 Project Title: Rudkin Road Storm Drainage Improvements
 Recipient Name: Union Gap, City of

declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

REQUIREMENTS:

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

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

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

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

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

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#)

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

<<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <<https://sam.gov/SAM/>> exclusion list.

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

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

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

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

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

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

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

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

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

27. SUSTAINABLE PRACTICES

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

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

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

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

Agreement No: WQC-2023-UniGap-00029
Project Title: Rudkin Road Storm Drainage Improvements
Recipient Name: Union Gap, City of

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions



City Council Communication

Meeting Date: August 14, 2023
From: Sharon Bounds, City Manager
Topic/Issue: Ordinance – Utility Taxes

SYNOPSIS: Consider adopting an Ordinance establishing Utility Taxes for water, sewer and garbage charges.

RECOMMENDATION: Adopt an ordinance based on the recommendation resulting from the 2023 Budget Retreat.

LEGAL REVIEW: The City Attorney has reviewed this Ordinance.

FINANCIAL REVIEW: Yes. The impact of this will affect the budget as presented at the 2023 Budget Retreat.

BACKGROUND INFORMATION: City Council held a Budget Retreat in March of 2023 to explore cost saving measures and new revenue sources. There is projected to be a budget deficit in 2024 in the general fund and basic city service levels could suffer reduction without implementing new revenue sources. After discussion, Council directed staff to bring an ordinance to them for approval, establishing a 10% utility tax on gross earnings of water, sewer, and garbage.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Ordinance
2. Rec Sheet

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UNION GAP, WASHINGTON, ESTABLISHING NEW REGULATIONS REGARDING WATER, SEWER, AND GARBAGE UTILITY TAXES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, earlier in 2023 City Staff determined and relayed to the City Council that there is projected to be a deficit balance in the General Fund by 2024; and

WHEREAS, as a result of this information, Council held a Budget Retreat to explore cost saving measures and new revenue sources; and

WHEREAS, the City has explored both new and currently authorized revenue sources as well as cost saving measures in the General Fund; and,

WHEREAS, the basic city service levels could suffer a reduction without implementing new revenue sources; and,

WHEREAS, implementation of a tax on the City's water, sewer, and garbage collection fees measured by gross earnings is expected to generate additional revenue to help maintain current levels of city services; and,

WHEREAS, the City Council has determined the public interest is best served by implementation of a tax on the City's water, sewer, and garbage collection fees.

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

Section 1. City Utility Tax

Tax on Water Charges. There is hereby imposed a tax to be levied upon the gross earnings of the water funds.

Tax on Sewer Charges. There is hereby imposed a tax to be levied upon the gross earnings of the sewer funds.

Tax on Garbage Collection Fees. There is hereby imposed a tax to be levied upon the gross earnings of the garbage funds.

Section 2. Definitions.

As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section will have the indicated meanings.

1. “Director of Finance and Administration” means the Director of Finance and Administration of the City of Union Gap, Washington or his/her designee.
2. “Gross earnings” means the gross earnings of revenues collected from charges for services, as presented in the city budget.
3. “Sewer Service” means any connection to the City sewer system.
4. “Garbage” means anyone subscribed to garbage service provided by the city or the city’s contractor.
5. “Water service” means any connection to the City water system.

Section 3. Tax Rate.

There is levied upon water, sewer, and garbage, taxes in the amount to be determined by the application of rates given against gross earnings as follows:

1. Upon City water, sewer, and garbage collection fees, a tax equal to ten percent (10%) of the total gross revenue from such business from all customers in the City. Such tax will become effective on January 1, 2024.

Section 4. Exceptions and Deductions.

In computing the gross earnings tax due under the provisions of this chapter, there shall be deducted from the measure of the tax, the following items:

1. Uncollected accounts. If the books of the utility are on an accrual basis as distinguished from a cash basis.
2. Amounts received through contemplated or actual condemnation proceedings or in account of any federal, state or local public works project.
3. Amounts received as compensation or reimbursement for damages to or protection of any property of the utility.
4. Contributions for or in aid of constructions.
5. Amounts collected as sales tax.
6. Any revenue other than gross revenue derived from charges for services for water, sewer, and garbage collection fees.

Section 5. Director of Finance and Administration.

The Director of Finance and Administration shall administer and enforce rules and regulations not inconsistent with this ordinance or with the law for the purpose of carrying out the provisions thereof.

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstances is held to be invalid, the remainder of this Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Effective Date. This ordinance shall take effect on January 1, 2024. It will be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ORDAINED this 14th day of August, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



Budget Note
Utility Tax Proposal

A budget retreat was held in March of 2023. Council was informed that there is expected to be a deficit in the 2024 Budget. One method of reducing the deficit is for City Council to approve a 10% Utility Tax on water, sewer, and garbage services.

Who is paying: City of Union Gap Utility Customers

Utility Tax Comparison by City	Water	Sewer	Garbage
Selah	14.5%	14.5%	14.5%
Wapato	33.0%	33.0%	35.0%
Toppenish	31.0%	31.0%	0.0%
Zillah	26.0%	32.0%	32.0%
Sunnyside	29.0%	29.0%	29.0%
Grandview	24.2%	6.0%	38.0%
Prosser	20.6%	22.1%	5.0%
West Richland	13.5%	13.5%	16.0%
Average Utility Tax	24.0%	22.6%	21.2%

Potential New Revenue from Utility Tax (based on 2023 data)

Water	Sewer	Garbage	Est New Revenue
24.0%	22.6%	21.2%	\$1,188,961.9
20.0%	20.0%	20.0%	\$1,053,778.6
15.0%	15.0%	15.0%	\$790,334.0
10.0%	10.0%	10.0%	\$526,889.3
7.5%	7.5%	7.5%	\$395,167.0
5.0%	5.0%	5.0%	\$263,444.7

- 2023 data was used to estimate the revenues.
- As you can see in the **Utility Tax Comparison** table above, the 10% Utility Tax being proposed for Union Gap is far below the rate of the comparables provided.



City Council Communication

Meeting Date: August 14, 2023
From: Sharon Bounds, City Manager
Topic/Issue: Resolution - Limited English Proficiency Plan - (LEP) Plan

SYNOPSIS: Consider approving a Limited English Proficiency Plan - (LEP) Plan for the City.

RECOMMENDATION: Approve resolution a Limited English Proficiency Plan - (LEP) Plan for the City.

LEGAL REVIEW: The City Attorney has reviewed the Plan.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: City of Union Gap is committed to providing meaningful access to its programs and services to persons who are limited in English Proficiency. It will ensure no person is subject to prohibited discrimination based on national origin in any program receiving Federal financial assistance.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Limited English Proficiency Plan - (LEP) Plan

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** adopting a Limited English Proficiency (LEP) Plan.

WHEREAS, the City of Union Gap is committed to providing meaningful access to its programs and services to persons who are limited in English proficiency;

WHEREAS, therefore the City of Union Gap has developed a Limited English Proficiency (LEP) Plan, to ensure that no person is subject to prohibited discrimination based on national origin in any program receiving Federal financial assistance;

WHEREAS, the City would like to adopt the Limited English Proficiency (LEP) Plan.

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

The City Council approves a resolution adopting the Limited English Proficiency (LEP) Plan.

PASSED this 14th day of August, 2023.

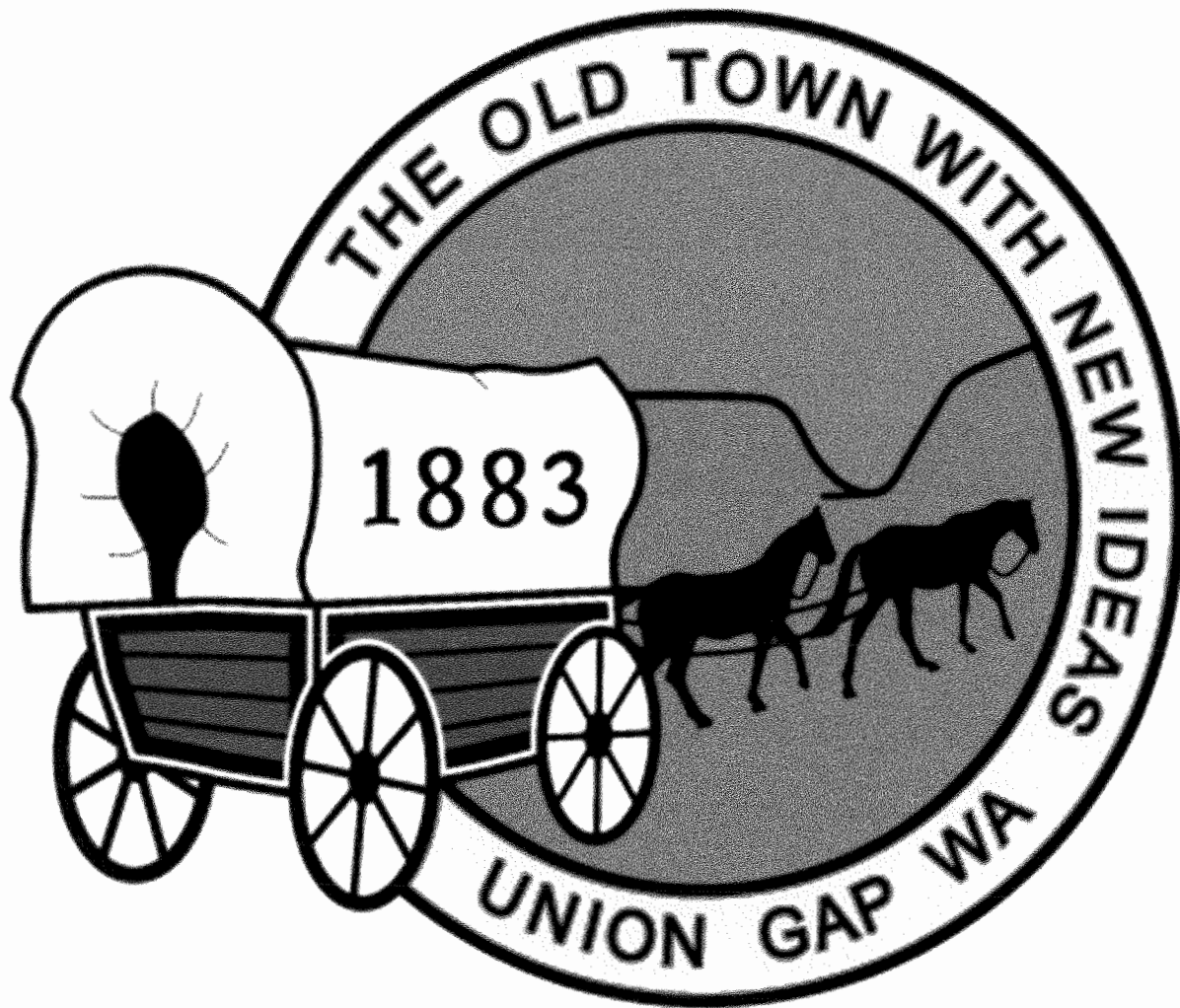
John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



**LIMITED ENGLISH
PROFICIENCY (LEP) PLAN**

CITY OF UNION GAP

The City of Union Gap is committed to providing meaningful access to its programs and services to persons who, as a result of their national origin, are limited in English proficiency. It is our policy to ensure no person is subjected to prohibited discrimination based on national origin in any program receiving Federal financial assistance.

Purpose

This Language Access Plan (LAP) sets forth the policy and procedures for ensuring that persons with Limited English Proficiency (LEP) have meaningful access to our programs and activities receiving Federal financial assistance.

Definitions/Key Terms

(1) Federally Assisted Programs and Activities. Programs and activities of an entity that receives Federal financial assistance.

(2) Interpretation. The process by which the spoken word is used when transferring meaning between languages.

(3) Limited English Proficient (LEP) Persons. Persons who do not speak English as their primary language and have a limited ability to read, speak, write, or understand English are limited English proficient, or LEP.

(4) Qualified Interpreter. An individual who is competent to provide interpretation services at a level of fluency, comprehension, impartiality and confidentiality appropriate to the specific nature, type, and purpose of the information at issue.

(5) Recipient. Any State, political subdivision of any State, or instrumentality of any State or political subdivision, any public or private agency, institution, or organization, or other entity, or any individual, in any State, to whom Federal financial assistance is extended, directly or through another recipient, including any successor, assign, or transferee thereof, but such term does not include any ultimate beneficiary.

(6) Translation. The process of transferring ideas expressed in writing from one language to another language.

(7) Vital Document. Paper or electronic written material that contains information that is critical for accessing a program or activity, or is required by law, such as consent forms, applications, and notices of rights.

to prohibit preference to American Indians on Indian Reservations.

Authorities

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d *et seq.*, and its implementing regulations provide that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives Federal financial assistance. The Supreme Court, in *Lau v. Nichols*, 414 U.S. 563 (1974), interpreted Title VI regulations promulgated by the former U.S. Department of Health, Education, and Welfare to hold

that Title VI prohibits conduct that has a disproportionate effect on LEP persons because such conduct constitutes national origin discrimination.

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," reprinted at 65 FR 50121 (August 16, 2000), directs each Federal agency to examine the services it provides and develop and implement a system by which LEP persons can meaningfully access those services. The Executive Order states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. Federal agencies were instructed to publish guidance for their respective recipients in order to assist them with their obligations to LEP persons under Title VI. The Executive Order recommended uniform guidance to recipients on the preparation of a plan to improve access to its federally assisted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the U.S. Department of Justice's Policy Guidance Document entitled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" ("DOJ LEP Guidance"), reprinted at 67 FR 41455 (June 18, 2002). The DOJ LEP Guidance was drafted and organized to function as a model for similar guidance by other Federal agencies.

Consistent with the DOJ LEP Guidance, USDA published its Final "Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Persons with Limited English Proficiency" on November 28, 2014. The Guidance does not create new obligations for recipients, but provides guidance to recipients in meeting their existing LEP obligations. It clarifies the responsibilities of recipients and will assist them with fulfilling their responsibilities to LEP persons under Title VI and its regulations.

7 CFR Part 15 Subpart A effectuates the provisions of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Act") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity of an applicant or recipient receiving Federal financial assistance from the U.S. Department of Agriculture or any Agency thereof.

7 CFR Part 1901 Subpart E which contains policies and procedures for implementing the regulations of the U.S. Department of Agriculture issued pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11246, and the Equal Credit Opportunity Act of 1974, as they relate to Rural Development. Nothing herein shall be interpreted

Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

- 1 Identifying LEP persons who need language assistance
- 2 Identifying ways in which language assistance will be provided
- 3 Training Staff
- 4 Providing notice to LEP persons

Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy

The DOT guidance outlines four factors that recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons. The Four-Factor Analysis is a starting point for the city to take reasonable steps to ensure meaningful access to programs and activities by LEP persons by looking at following:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Union Gap and overall cost.

The Four-Factor Analysis may show that different language assistance measures are sufficient for the different types of programs or activities provided by the City of Union Gap and therefore reasonable steps to ensure meaningful access to LEP persons may vary.

FACTOR 1 – The number and proportion of LEP persons eligible to be served or likely to be encountered by the program or grantee.

The first part of the City's self-assessment involved data on the number of LEP persons eligible to be served, likely to be served, or likely to be encountered by the city through programs, services, or activities.

In order to determine the number and proportion of potential LEP persons, relevant demographic information was collected utilizing the US Census Bureau, 2020 American Community Survey (ACS) 5 year estimates.

According to the 2020 American Community Survey, the population for the City of Union Gap that is 5+ years is around 5,733. The Office of Financial Management estimates the total 2022 population of Union Gap was 6,660. Using the data in the table below, it is determined that 1,160 of the population speak a language other than English or 30.3%. This portion of the population is represented by the following: Spanish 29.9%, Indo-European 0.8%, and Other 0.1%.

Of the individuals that speak a language other than English, 30.6% speak less than "very well" and would be considered to have Limited English Proficiency. Spanish speaking individuals make up 98% of the persons that could potentially qualify as having a Limited English Proficiency and will be the target audience for materials and outreach.

The data shown in Tables A and B (below), indicate that the prevalent non-English language group currently in our service area is Spanish.

Table A

UNION GAP Washington			Speak English only or speak English "very well"	Percent speak English only or speak English "very well"	Speak English less than "very well"	Percent speak English less than "very well"
	Total	Percent	Total	Percent	Total	Percent
Label	Estimate	% Estimate	Estimate	% Estimate	Estimate	% Estimate
Population 5 years and over	5,733	(X)	4,795	83.6%	938	16.4%
Speak only English	3,226	56.3%				
Speak a language other than English	2,507	43.7%	1,569	62.6%	938	37.4%
SPEAK A LANGUAGE OTHER THAN ENGLISH						
Spanish	2,456	42.8%	1,518	61.8%	938	38.2%
5 to 17 years old	693	12.1%	652	94.1%	41	5.9%
18 to 64 years old	1,634	28.5%	854	52.3%	780	47.7%
65 years old and over	129	2.3%	12	9.3%	117	90.7%
Other Indo-European languages	45	0.8%	45	100.0%	0	0.0%
5 to 17 years old	27	0.5%	27	100.0%	0	0.0%
18 to 64 years old	16	0.3%	16	100.0%	0	0.0%
65 years old and over	2	0.0%	2	100.0%	0	0.0%
Asian and Pacific Island languages	0	0.0%	0	-	0	-
5 to 17 years old	0	0.0%	0	-	0	-
18 to 64 years old	0	0.0%	0	-	0	-
65 years old and over	0	0.0%	0	-	0	-
Other languages	6	0.1%	6	100.0%	0	0.0%
5 to 17 years old	0	0.0%	0	-	0	-
18 to 64 years old	6	0.1%	6	100.0%	0	0.0%
65 years old and over	0	0.0%	0	-	0	-
CITIZENS 18 YEARS AND OVER						
All citizens 18 years old and over	3,831	(X)	3,476	90.7%	355	9.3%
Speak only English	2,671	69.7%	(X)	(X)	(X)	(X)
<i>Speak a language other than English</i>	<i>1,160</i>	<i>30.3%</i>	<i>805</i>	<i>69.4%</i>	<i>355</i>	<i>30.6%</i>
Spanish	1,146	29.9%	791	69.0%	355	31.0%
Other languages	14	0.4%	14	100.0%	0	0.0%

Limited English Proficiency Population

Table B				
CITY OF UNION GAP-WASHINGTON	Population 5 years and over	Speak only English	Speak a language other than English	Spanish
Estimate	5,733	3,226	2,507	2,456
Margin of Error	+/-173	+/-436	+/-437	+/-434
Percent				
Estimate		56.3%	43.7%	42.8%
Margin of Error		+/-7.5	+/-7.5	+/-7.5
Percent of specified language speakers				
Speak English only or speak English "very well"				
Estimate	4795		1569	1518
Margin of Error	+/-335		+/-269	+/-261
Percent speak English only or speak English "very well"				
Estimate	83.6%		62.6%	61.8%
Margin of Error	+/-5		+/-7.3	+/-7.3
Speak English less than "very well"				
Estimate	938		938	938
Margin of Error	+/-283		+/-283	+/-283
Percent speak English less than "very well"				
Estimate	16.40%		37.40%	38.20%
Margin of Error	+/-5		+/-7.3	+/-7.3

FACTOR 2 – *The frequency with which LEP persons come in contact with programs*

The second part of the city’s self-assessment includes identifying which program or service an LEP individual may access on a daily basis as this will increase our duty to accommodate that if access to programs or services are unpredictable or infrequent.

Data that provides the frequency at which the city has contact with LEP individuals has not been collected in the past. Questions that are brought to the City are unpredictable and infrequent and can fall under a wide range of topics. Inquiries related to Federal Programs are generally expressed at public meetings or public hearings required by the city or federal agencies. The city includes the following footnote in public meeting notices and official documents:

In compliance with the American Disabilities Act, if you need special assistance to participate in this meeting, please contact the Director of Finance and Administration at city hall. Notification 72 hours prior to the meeting will enable the city to make reasonable arrangements to ensure accessibility to the meeting (28 CFR 35.102-35.104ADA Title 1)

During a two-week observation period from May 19, 2023 to June 2, 2023 a survey, Table B, was conducted by the front desk staff at City Hall. This method is an example of how the city can measure frequency with programs and services.

Table B: Mode of communication by frequency of non-English customers at city hall during a two-week survey period.

TABLE B	
Walk-in customer	42
Customer call	40
Information request	9
Customer E-mail	1
Other	0

In conjunction with identifying LEP persons, the city can compile frequency information in a more extensive manner to ensure adequate resources are available. Resources may include, but not be limited to, bilingual staff or assistance, special accommodation notices in newspapers, LEP specific notices on agendas, case-by-case responses, website translation options, Spanish language brochures or available “I Speak” cards.

FACTOR 3 – *The nature and importance of programs, activities or services provided by the city.*

The third part of the city’s self-assessment requires a review of the importance of activities, information, services or programs that are offered. Determining the need of language service can be compared to the possible consequences if it is not available. Identifying whether or not denial or delay of access have a serious or even life-threatening implication for the LEP individual will indicate the greater need for language services. A program’s importance can also be analyzed by any forms, applications, hearings, or other activities required in order to participate.

The city recognizes the importance and benefit of outreach and communication with LEP individuals during planning, monitoring and implementation of projects, programs, and plans. Within the range of offerings, some are more important than others. While it is the city's intent to provide meaningful access to all participants and eligible persons, the availability of resources may limit the provision of language services in some instances. Information about and an understanding of all high priority offerings should be effectively communicated to all persons affected.

Oral interpretation at public meetings, events and other activities will continue at no charge provided that the need is identified by the participant(s) at least 7 days prior. Written communication advertising such events shall provide instructions for requesting interpretation services. Spanish translation of these documents will be available as outlined below.

Legal notices and publications intended to inform the public of meetings, the availability of documents, or opportunities for public comment will be published in English. Due to the high cost of publication, a link or reference, in the Spanish language, will be included in that publication directing the reader to the document translated in the Spanish language. When possible or necessary, in addition to regular publication, notices may be transmitted to a local Spanish language paper and/or radio station. They will include a notification that translation services and/or documents in an alternate format will be made available upon request.

Intake areas and other entry points will be posted with information regarding the availability of free language services to persons in the target audience.

FACTOR 4 – *The resources available to the recipient and costs*

The fourth and final part of the city's self-assessment looks at the steps that should be taken and how resources and costs impact the level of language service available to be provided. Technological advances, sharing language assistance materials and services, advocacy groups, federal grant agencies and reasonable business practices can help to reduce issues encountered related to limited resources and high costs. The city recognizes the responsibility to carefully explore the most cost-effective means of delivering language services before limiting them due to resource limitations.

Language services can be provided through oral interpretation (interpretation) in person or via telephone service or through written translation (translation). The city recognizes the value of having interpretation and translation services and will evaluate when services should be made available on an expedited basis or referred to partnering office. Hiring of bilingual staff has allowed interpreters to be available immediately. Educational opportunities for non-bilingual staff that communicate on a regular basis with LEP individuals is something to consider in the future.

Data collected will be specific enough to inform staff as to the variety of language groups for whom interpretation and translation services are needed. The city may provide language services to LEP persons by a variety of methods based upon the relative numbers of such persons and at the frequency of contacts or anticipated contacts. Reasonable steps should be taken to accomplish this; at a point at which costs approach or exceed the benefits, alternative methods

of delivery of language services will be evaluated and appropriate changes made. There will be times that the cost is indeterminable until a specific project or program is identified.

RESOURCES	COST	APPLICATION
Translation and Interpretation Services	\$80 to \$95 per hour, Minimum 1 hour	Spanish interpretation Spanish translation for City of Union Gap official forms, documents, contacts etc. In-house bilingual staff members can provide basic translation
Website Portal	Indeterminable	<u>City of Union Gap website, www.uniongapwa.gov</u> has translation capabilities available.
Notices	Indeterminable	Notification of the availability of free language services to LEP persons can be included within meeting notices. When possible, advertised in local English and Spanish papers. Materials on the website and on appropriate materials developed for meetings, events and public hearing can include notice of available interpretation/translation services.
"I Speak" Cards	Printing Costs <i>Variable</i>	As needed, "I Speak" language cards can be made available at City of Union Gap front desk locations, meetings, hearings and events to identify LEP individuals that are unknown in advance. This need requires the monitoring of changing demographics in the community to anticipate future needs.
Bilingual Staff	Indeterminable	Staff are available during business hours for interpretation/translation services. For after hours, advance notice must be made for accommodation.
Previously translated material	Indeterminable	Public documents, fliers, brochures, etc. may be available on the website for LEP individuals.

Oral Language Services

1. Competence of Interpreters

The City recognizes the responsibility to ensure competency of the language service provider no matter the strategy being utilized. It shall be ensured that interpreters:

- a. Demonstrate proficiency in and ability to communicate information accurately in both English and in the other language and identify and employ the appropriate mode of interpreting (e.g., consecutive, simultaneous, summarization, or sight translation);
- b. Have knowledge in both languages of any specialized terms or concepts peculiar to the entity's program or activity and of any particularized vocabulary and phraseology used by the LEP individual(s);
- c. Understand and follow confidentiality and impartiality rules to the same extent that staff for whom they are interpreting and/or to the extent their position requires; and
- d. Understand and adhere to their role as interpreters without deviating into a role as counselor, legal advisor, or other roles (particularly in court, administrative hearings, or law enforcement contexts).

When no formal certification assessments currently exist for a language, other qualifications to consider are qualified by a state or federal court, level of experience and participation in professional trainings and activities, demonstrated knowledge of interpreter ethics, etc.

2. Hiring Bilingual Staff and Staff Interpreters

3. The City currently has bilingual staff that greets and serves our customers at the front desk. Having bilingual persons on staff offers one of the best, and often most economical, options. It is important to keep in mind that being bilingual does not automatically mean that a person has the ability to interpret. Also, there may be times when the role of the bilingual employee may conflict with the role of an interpreter. Management strategies that include appropriate adjustments in assignments and protocols for using bilingual staff can ensure that proper utilization of bilingual staff.

4. Interpreters: Hiring/Contracting

Where there is a frequent need for interpreting services it may be necessary and reasonable to provide on-site interpreters. Depending on the facts, this may be the most helpful to provide accurate and meaningful communication with LEP individuals.

The City has engaged two Spanish Interpreters to provide interpretation and translation services on a contract basis.

5. *Telephone Interpreter Line*

When the mode of communicating with a LEP individual is over the phone, telephone interpreter service lines can offer speedy interpreting assistance in many different languages. Although useful in many situations, it is important to ensure the competency of the interpreter regarding technical or legal terms that may be important parts of the conversation. Video teleconferencing can help resolve the issue of lost nuances and non-verbal communication where necessary. When using telephonic interpreters be sure to provide adequate opportunity to review any documents that will be discussed and any logistical problems that should be addressed.

6. *Community Volunteers*

Under appropriate circumstances, providing supplemental language assistance through coordinated community volunteers may be cost-effective. It is best to use volunteers trained in the information or services of the program that have been identified as competent in the skill of interpreting and are knowledgeable about applicable confidentiality and impartiality rules. Developing a formal arrangement with a community-based organization can help ensure services are more regularly available.

7. *Family Members/Friends as Interpreters*

An LEP individual may feel more comfortable when a family or friend acts as an interpreter although the City does not plan to rely on informal interpreters to provide meaningful access to important programs and activities. Where desired, a LEP individual will be permitted to use, at their own expense, an interpreter of their own choosing in place of or as a supplement to the free language services expressly offered. With proper planning and implementation, the City should be able to avoid most exigent circumstances that would necessitate temporary use of interpreters not identified by the City. In many cases family members (especially children) or friends are not competent to provide quality and accurate interpretations. Confidentiality, privacy or conflict-of-interest issues (disclosed or undisclosed) may arise if a LEP individual is uncomfortable revealing or describing personal information. If it is determined that language services are not necessary and a LEP individual uses their own informal interpreter, the City should consider whether a record of that choice of assistance is appropriate to document. Extra caution should always be used when the LEP individual chooses to use a minor by ensuring that the choice is voluntary, the LEP individual is aware of the possible problems and that the LEP individual knows that the City could provide a competent interpreter at no cost to the LEP person.

Written Language Service

The City recognizes that many LEP individuals may not be able to read their native language and that the availability of oral interpretation is always advantageous.

1. *Documents that Should be Translated*

The City has designated one staff member from each city department to serve on a Vital Documents Team. The purpose of the team is to identify vital documents relating to each of their departments. The list of documents considered vital and in need of translation have been identified by those team members. The list compiled by those team members may change after the initial determination.

The City can apply the four-factor analysis to determine if an effective LAP for particular programs or projects include the translation of vital or generic widely used written materials. Where appropriate, it can be beneficial to create a plan for consistently determining, over time and across various activities, what documents are vital to the meaningful access of the LEP populations the City is serving. Regular review can help determine whether certain critical outreach materials should be translated. Translation of materials can be more effective when done in tandem with other outreach methods such as ethnic media, schools, grassroots, faith-based and community organizations. If a document sent out to the general public includes both vital and non-vital information, providing guidance in the appropriate language where a LEP individual might obtain an interpretation or translation of the document is important. A list of identified vital documents are outlined in Exhibit A. Said list may be changed over time to better reflect the needs of those with limited English proficiency.

2. *Languages to Translate Documents to*

Utilizing the four-factor analysis, the City shall determine on a case-by-case basis which documents will be translated by looking at the totality of the circumstances. Translation is a one-time expense that must be weighed against the estimated lifespan of the document. It is unrealistic to translate all written materials as such an undertaking would incur unreasonable costs and require substantial resources. Identifying languages that are frequently encountered and those less commonly encountered can help the City determine which vital documents should be translated into which language.

3. *Safe Harbor*

Although safe harbor circumstances provide strong evidence of compliance with written translation obligations, the failure to provide written translations under safe harbor circumstances does not mean noncompliance. Rather, the circumstances provide a common starting point for recipients to consider the importance of the service, benefit or activity involved; the nature of the information sought; and whether the number or proportion of LEP individuals served call for written translations.

4. *Competence of Translators*

The skill of translating is very different from the skill of interpreting and the City shall seek competent translators of written documents. Where certification or accreditation is not possible or necessary, a particular level of membership in a professional translation association can provide an

indicator of professionalism. Translation can be checked by having a second independent translator check the work or have them backtranslate.

Understanding the expected reading level of the audience while also having fundamental knowledge about vocabulary and phraseology is imperative because sometimes a translator will need to provide appropriate alternatives if there is not a direct translation. For vocabulary and phraseology that does not have a direct translation, the City can work to develop a consistent and appropriate set of descriptions for future use. Consistency will help with the effectiveness and cost of translating terms of art, legal or other technical concepts. This can include partnering with agencies and organizations to ensure common vocabulary and phraseology. Written translations tend to be permanent and the City recognizes the responsibility to seek quality and accuracy in translations for meaningful access by LEP individuals.

Training for Staff Persons

The City should work to provide training to its staff regarding its LEP Plan. Efforts should be made to develop a relevant LAP that should then be provided to the necessary departments. A determination of the frequency of staff encounters with LEP individuals should dictate the level of detail of this training. All employees who are likely to have contact with LEP individuals should be trained to assure that they know the LEP Plan, that they work effectively with in-person and telephone interpreters, and they understand the dynamics of interpretation among LEP providers and interpreters. Staff having the greatest contact should be trained first to ensure effectiveness of the LAP. Those staff having the least amount of contact with LEP individuals should, at a minimum, be trained to be fully aware of the LEP Plan so that they may reinforce its importance and effectively support implementation of the LAP by other staff.

LEP training should be part of the orientation for all new employees who work with LEP individuals. The City should document training and orientations on the LEP Plan for new employees with the level of detail appropriate to their assigned job responsibilities. On-going employees should receive a one-time orientation on the LEP Plan which should be documented.

Monitoring Compliance, Assessing Performance and Revisions

The City should monitor implementation of the LAP periodically, making revisions to policies and procedures as needed. An effective plan has clear goals, makes management accountable and provides opportunity for community input and planning throughout the process. At a minimum, the City should review the overall effectiveness of its LEP Plan. Considerations of the following information as well as any other factors that may become appropriate may be included during a review:

1. Changes in demographics including new language groups and changes in the proportion of existing language groups, types of services and other needs.
2. Frequency of encounters with LEP individuals
3. Nature and importance of activities to LEP individuals
4. Availability of resources and costs imposed

5. Adequacy of current plan meeting needs of LEP individuals
6. Understanding by the staff of the LAP and how to implement it
7. Availability and viability of identified sources

Complaints:

For persons included in a regularly encountered LEP group, written notification of the opportunity to file a discrimination complaint in accordance with federal regulations should be provided. For infrequently encountered groups, LEP persons may be advised orally of the opportunity to file a discrimination complaint pursuant to federal regulations.

Language Access Coordinator

The Language Access Coordinator (LAC) helps to ensure that the City adheres to its LAP, policy directives and procedures to provide meaningful access to LEP individuals. Responsibilities include coordinating and facilitating delivery of related services, staff training on the plan's policies and procedures and ongoing monitoring and assessment of the plan's effectiveness. The City of Union Gap designates the Deputy City Clerk/Treasurer as the LAC's responsible person for oversight and implementation of the LEP Plan.

City of Union Gap
Deputy City Clerk/Treasurer
102 W. Ahtanum
Union Gap, WA 98903
Phone: 509-248-0432
Fax: 509-248-6494



City Council Communication

Meeting Date: August 14, 2023
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – Amending Section 4.04.060 “FEES” of Chapter 4.04 Occupational Licenses of the Union Gap Municipal Code.

SYNOPSIS: an Ordinance amending Section 4.04.060 “Fees” of UGMC Chapter 4.04 – “Occupational Licenses”

RECOMMENDATION: Adopt an ordinance amending Section 4.04.060 “Fees” of the UGMC Chapter 3.08 – “Occupational Licenses.”

LEGAL REVIEW: City Attorney has reviewed this ordinance.

FINANCIAL REVIEW: Changes to rates and fees are necessary from time to time to cover administrative costs of the City’s clerical department.

BACKGROUND INFORMATION: City Council held a Budget Retreat in March of 2023 and comparative fees for businesses and occupations were presented. The current fees being charged by the city were lower than the average so a change is being made to increase them.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Ordinance
2. Rec Sheet

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE AMENDING UNION GAP MUNICIPAL CODE SECTION 4.04.060 “FEES” OF CHAPTER 4.04 “OCCUPATIONAL LICENSES.”

WHEREAS, UGMC fees are set for business and occupations in 4.04.060; and,

WHEREAS, City Council held a Budget Retreat during 2023 and comparative fees for businesses and occupations were presented. The current fee being charged by the City for businesses and occupations was lower than the average; and,

WHEREAS, the City Council has determined the it is in the best interest of the city to increase the fee for businesses and occupations as defined in Section 4.04.060 to be comparable to other entities.

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

Section 1. Chapter 4.04 Occupation Licenses

Section 4.04.060 “Fees” is amended as follows:

Number of Employees	Business License Fee
1-15 Employees	\$50.00
16-30 Employees	\$125.00
31-45 Employees	\$150.00
46-60 Employees	\$200.00
61-75 Employees	\$250.00
76-100 Employees	\$300.00
100+ Employees	\$325.00

Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstances is held to be invalid, the remainder of this Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Effective Date. This ordinance shall take effect on January 1, 2024. It will be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ORDAINED this 14th day of August, 2023.

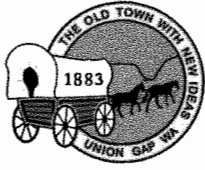
John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



CITY OF
UNION GAP
1883

Sharon Bounds
City Manager
Office line (509) 248-0432
Direct line (509) 494-6562
sharon.bounds@uniongapwa.gov

Budget Note
Business License Fee Increase Proposal

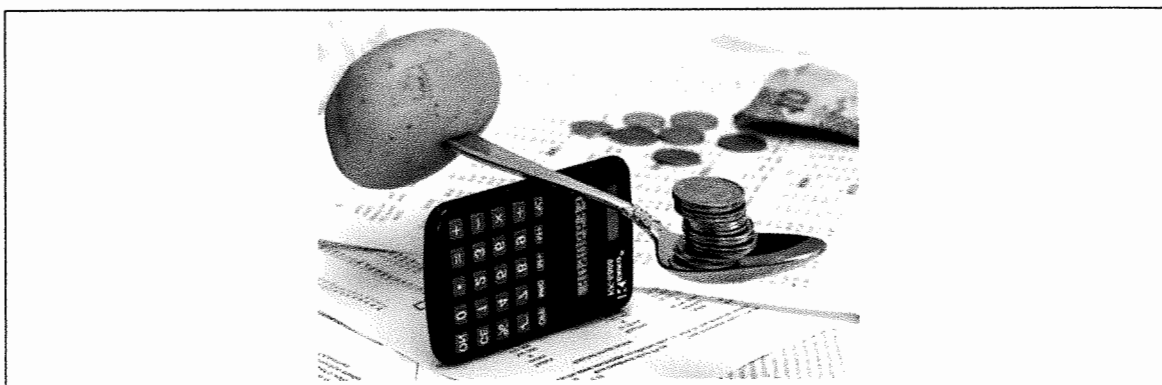
A budget retreat was held in March of 2023. Council was informed that there is expected to be a deficit in the 2024 Budget. One method of reducing the deficit is for City Council to approve an increase to Business License Fees.

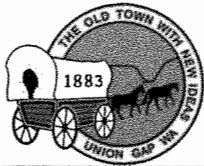
Who is paying: *Business Owners in Union Gap*

Estimated Cost to the Business Owner: See table below for proposed license fees.

Estimated New 2023 Annual Revenue for the City of Union Gap: \$25,900

Business License Fees		
	Current Business License Fees	Proposed New Rate
1-15 Employees:	\$25.00	\$50.00
16-30 Employees:	\$75.00	\$125.00
31-45 Employees:	\$125.00	\$150.00
46-60 Employees:	\$175.00	\$200.00
61-75 Employees:	\$225.00	\$250.00
76-100 Employees:	\$275.00	\$300.00
101+ Employees	\$300.00	\$325.00





CITY OF
UNION GAP
1883

Sharon Bounds
City Manager
Office line (509) 248-0432
Direct line (509) 494-6562
sharon.bounds@uniongapwa.gov

Comparative Business License Fees		
Union Gap	1-15 Employees:	\$25.00
	16-30 Employees:	\$75.00
	31-45 Employees:	\$125.00
	46-60 Employees:	\$175.00
	61-75 Employees:	\$225.00
	76-100 Employees:	\$275.00
	101+ Employees:	\$300.00
Selah	1-10 Employees:	\$50.00
	11-50 Employees:	\$100.00
	>50 Employees:	\$200.00
Yakima	1-2 Employees:	\$42.90
	3-5 Employees:	\$85.80
	6-9 Employees:	\$150.00
	10-14 Employees:	\$214.20
	15-20 Employees:	\$321.15
	21-30 Employees:	\$428.40
	31-45 Employees:	\$642.60
	46-60 Employees:	\$856.80
	61-80 Employees:	\$1,071.00
	81+ Employees:	\$1,285.20
	Renewal fee:	Same as above
Wapato	1-2 employees per location:	\$30.00 each and addl. employee at same location \$5 per
	Max. employee fee per business location	\$300.00
	Landlord License	First rental prop: \$25 - Landlord license ea. addl. rental property: \$10
Zillah	New Business	\$50.00
	Renewal	\$30.00
Granger	Flat fee	\$25 to \$50 depending on business
Toppenish	Base Rate and each employee, including business owner - \$10 max of \$600	
Sunnyside	0-5 Employees:	\$88.20
	6-15 Employees:	\$162.75
	16-50 Employees:	\$246.75
	51-100 Employees:	\$577.50
	Adult Entertainment	\$110.25
Mabton	Fee	\$60.00
Grandview	Business License	\$50.00
	Home Occupation	\$75.00
Prosser	Fee	\$50.00



City Council Communication

Meeting Date: August 14, 2023
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – Amending Section 12.04.100 “Payment” and Section 12.04.110 “Penalty charge for late payments” of Chapter 12.04 “Water Rates and Regulations” of the Union Gap Municipal Code.

SYNOPSIS: an Ordinance amending Section 12.04.100 “Payment” and Section 12.04.110 “Penalty charge for late payments” of UGMC Chapter 12.04 – “Water Rates and Regulations” of the Union Gap Municipal Code. *This imposes a \$10 penalty fee if a utility bill is not paid by the 10th of each month and moves to a monthly due date rather than a bi-monthly due date.*

RECOMMENDATION: Adopt the Ordinance.

LEGAL REVIEW: City Attorney has reviewed this ordinance.

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: City Council held a Budget Retreat in March of 2023. Cost saving measures, new revenues and comparative fees for the city services were presented. Discussion was also held about utility billing process and timeframes, etc.

This ordinance does the following:

- *Imposes a \$10 penalty fee if a utility bill is not paid by the 10th of each month.*
- *Makes the payment for bills due each month instead of bi-monthly.*
 - *This will be more time efficient for staff in tracking who has/hasn't paid.*
 - *Less utility debt is carried by the residents and the city.*

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Ordinance
2. Rec Sheet

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

AN ORDINANCE AMENDING UNION GAP MUNICIPAL CODE SECTION 12.04.100 “PAYMENT” AND SECTION 12.04.110 “PENALTY CHARGE FOR LATE PAYMENT” OF CHAPTER 12.04 WATER RATES AND REGULATIONS.

WHEREAS, City Council of the City of Union Gap held a Budget Retreat during 2023. Cost saving measures, new revenues and comparative fees for city services were presented. Discussion was held about utility billing process and timeframes, etc.; and,

WHEREAS, the City Council has determined it is in the best interest of the city to make minor changes to the Union Gap Municipal code relating to utility billing process and timeframes.

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

Section 1. CHAPTER 12.04 WATER RATES AND REGULATIONS.

Section 12.04.100 “Payment” is amended as follows:

The charges and rates in this chapter shall be paid by the tenth (10th) day of the month following the month of billing, to the city treasurer, who is authorized and empowered to collect and receipt for such payments.

Section 12.04.110 “Penalty charge for late payment” is amended as follows:

Section 12.04.110 “Penalty charges, disconnections and re-connections provision.

(a) A penalty of \$10 shall be charged on bills that have not been paid by the tenth (10th) of the month. A penalty notice will be mailed out to the address on file, and to the owner of the property if applicable, and will also serve as a ten (10) days’ notice that the account is delinquent and will be disconnected if not paid. Failure to receive a billing statement does not relieve the utility account from receiving charges or penalties. In addition to other lawful remedies to the city with regard to the collection of delinquent water charges, the city is authorized to discontinue delivery of water to any residence when the occupant thereof has failed to pay the delinquent charges within ten (10) days after the charges become delinquent. Water charges are deemed to be delinquent if not received by the city by 5:00 p.m. on the tenth (10th) day of the month following the month of billing. If the date of disconnection falls on a Friday, weekend or holiday, disconnection will take place on the next regular business day. In the event the city discontinues water service and delivery to a residence, then delivery of water shall not be commenced until full payment of the entire account balance, including reconnection charges and penalties thereof, is made. Charges for re-connection shall be \$40.00.

(b) Prior to cut off of service the person or persons owning and/or using the water service subject to cut off may request an additional ten-day extension or grace period. The ten-day grace period will stay the action to cut off services for an additional ten (10) days beyond the cutoff date specified in subsection (a) above. The city treasurer shall provide for the grace period when requested. The extension or grace period provided for in this subsection is only available twice in a calendar year. No additional grace periods are available. During the ten-day grace period the entire account balance must be paid. Where a person or persons owning and/or using the water service subject to cut off requests an extension and does not pay the entire account balance, including any reconnection charge, in full during the grace period, the water service will be discontinued and a \$40.00 re-connection charge will be assessed. Additionally, that person will be unable to request any further extensions under this subsection until the next calendar year.

(c) Water service shall not be cut off and discontinued under the provisions of this section where the delinquent amount is ten dollars (\$10.00) or less.

Section 2. Severability. If any provision of this Ordinance or its' application to any person or circumstances is held to be invalid, the remainder of this Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Effective Date. This ordinance shall take effect on January 1, 2024. It will be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ORDAINED this 14th day of August, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



CITY OF
UNION GAP
 1883

Sharon Bounds
 City Manager
 Office line (509) 248-0432
 Direct line (509) 494-6562
 sharon.bounds@uniongapwa.gov

Budget Note
Penalty Fee Proposal

A budget retreat was held in March of 2023. Council was informed that there is expected to be a deficit in the 2024 Budget. One method of reducing the deficit is for City Council to approve an ordinance authorizing penalty fees.

Who is paying: *Utility customers who are delinquent on their utility bill.*

Estimated cost to customer: \$10 would be charged when a customer is late paying their utility bill.

Estimated New 2024 Annual Revenue for City of Union Gap: \$30,000

Comparative Late/Penalty Fees for Utilities	
Union Gap	None
Selah	\$10.00
Wapato	\$10.00
Zillah	\$15.00
Granger	\$10.00
Toppenish	\$10.00
Sunnyside	\$10.50
Mabton	\$10.00
Grandview	\$20.00 Utility bill delinquent on the twenty-first day of the month bill. A 10% fee is added to the account. Door hanger to delinquent balance a \$5.00 fee is added to the account.
Prosser	\$15.00. 10% late fee after the 25 th of each month with a past due and up to a fee of \$100.00
Average late/penalty fee:	\$12.28
Recommended late/penalty fee:	\$10.00



City Council Communication

Meeting Date: August 14, 2023
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Ordinance – Amending Section 3.08.010 “FEE IMPOSED” of Chapter 3.08 Nonsufficient Funds and Returned Checks of the Union Gap Municipal Code.

SYNOPSIS: an Ordinance amending Section 3.08.010 “Fee Imposed” of UGMC Chapter 3.08.010 – “Nonsufficient Funds and Returned Checks.”

RECOMMENDATION: Adopt an ordinance amending Section 3.08.010 “Fee Imposed” of the UGMC Chapter 3.08 – “Nonsufficient Funds and Returned Checks.

LEGAL REVIEW: City Attorney has reviewed this ordinance.

FINANCIAL REVIEW: Changes to rates and fees are necessary from time to time to cover administrative costs of the City’s clerical department.

BACKGROUND INFORMATION: City Council held a Budget Retreat in March of 2023 and comparative fees for nonsufficient funds or returned checks were presented. The current fee of \$15 being charged by the city was lower than the average so a change is being made to increase the fee to \$25.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: 1. Ordinance
2. Rec Sheet

CITY OF UNION GAP, WASHINGTON
ORDINANCE NO. _____

**AN ORDINANCE AMENDING UNION GAP MUNICIPAL CODE SECTION 3.80.010
“FEE IMPOSED” OF CHAPTER 3.80 “NONSUFFICIENT OR RETURNED CHECKS.”**

WHEREAS, UGMC fees are set for Nonsufficient or returned checks in 3.80.010; and,

WHEREAS, City Council held a Budget Retreat during 2023 and comparative fees for nonsufficient funds or returned checks were presented. The current fee being charged by the City for NSF was lower than the average; and,

WHEREAS, the City Council has determined the it is in the best interest of the city to increase the fee for nonsufficient or returned checks to be comparable to other entities.

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

Section 1. Section 3.80 Nonsufficient or returned checks

Section 3.80.010 “Fee imposed” is amended as follows:

A fee of twenty-five dollars (\$25) shall be imposed against the makers, endorsers, drawers, or other persons who make, endorse, draw, negotiate, or otherwise deliver to the city of Union Gap any check, draft, or other similar instrument which, upon deposit, is returned unpaid for any reason including but not limited to nonsufficient funds, closed accounts, or stop payment order.

If the city receives more than two NSF or returned checks from an individual or business within 12 months, the city will no longer accept checks up to 12 months from the date of the most recent returned check, from that individual or business, only cash, cashier’s check, or money orders.

Section 2. Severability. If any provision of this Ordinance or it’s application to any person or circumstances is held to be invalid, the remainder of this Ordinance or the application of the provisions to other persons or circumstances shall not be affected.

Section 3. Effective Date. This ordinance shall take effect on January1, 2024. It will be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ORDAINED this 14th day of August, 2023.

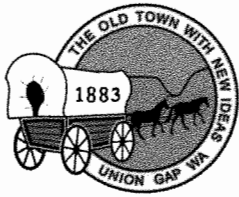
John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



CITY OF
UNION GAP
 1883

Potential New Revenue Source: Non-sufficient Funds (NSF) Fees

A nonsufficient funds (NSF) fee is charged when you write a check against an account that does not have enough money in it to cover it.

Depending on the situation, it can take a great deal of staff time to process the NSF check. The customer is contacted and a letter is sent. Depending on whether there is a timely response or to, the utility account may be affected. If the check is written for another service such as a building permit, the construction may need to be shut down until payment is received. Additional time may also be spent by staff in keeping track of whether payment has been made.

Who is paying: *Customers who pay by check from an account with nonsufficient funds.*

Comparative NSF Fees	
Union Gap	\$15.00
Selah	\$20.00
Yakima	\$40.00
Wapato	\$ 25.00 - Checks \$50.00 Express Bill pay
Zillah	\$25.00
Granger	\$36.00
Toppenish	\$30.00
Sunnyside	\$20.00
Mabton	\$35.00
Grandview	\$25.00
Prosser	\$20.00
Average Comparative Fee	\$26.45

Proposed Increase: *Fee to increase from \$15 to 25.*

Estimated New Cost to the Customer: *\$25 per NSF fee charged.*

Estimated New 2023 Annual Revenue for the City of Union Gap (based on 2022 data):
Approximately \$600 per year.

PRO'S	CON'S



City Council Communication

Meeting Date: August 14, 2023

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution – American Medical Response Ambulance Service, Inc. - Professional Services Agreement for Blood Draws

SYNOPSIS: The police department wished to enter into an agreement for service with American Medical Response (AMR) Ambulance Service, Inc. AMR will conduct blood draws when the police department has a search warrant to obtain blood during a criminal investigation. This is necessary due to the short amount of time necessary to obtain such evidence.

RECOMMENDATION: Approve a resolution authorizing the City Manager to sign the professional services agreement with AMR.

LEGAL REVIEW: The resolution and agreement have been reviewed by the City Attorney.

FINANCIAL REVIEW: There is no financial impact. The service is on an as-needed basis.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign a professional services agreement with American Medical Response Ambulance Service, Inc. (AMR), for blood draws.

WHEREAS, the police department often requires blood draws when they have a search warrant to obtain blood during a criminal investigation;

WHEREAS, the department has a short window of time in which to obtain blood evidence during the warrant process;

WHEREAS, utilizing AMR for blood draws would expedite the amount of time to receive results, ensuring that the warrant timeframe is met;

WHEREAS, a professional services agreement is required to utilize AMR for blood draws.

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

The City Manager is authorized to sign a professional services agreement with American Medical Response Ambulance Service, Inc., for blood draws.

PASSED this 14th day of August, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney



BLOOD DRAW SERVICES AGREEMENT

THIS AGREEMENT is made between American Medical Response Ambulance Service, Inc. ("AMR") and the customer **City of Union Gap, Union Gap Police Department** set out on the signature page of this Agreement. This Agreement is effective as of the date of last signature.

WHEREAS, the Customer desires to have AMR render to its clients, customers, patients, or employees ("Patients") certain out-of-hospital health services and AMR has the experience and resources available to provide such services.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Provision of Services.** AMR will provide the health services described in Schedule "A" hereto (the "Services") to Patients on the conditions, if any, described in Schedule "A" and in the service area(s) described in Schedule "A" (the "Service Area"), as requested by the Customer and/or its agents.
- 2. Compliance.** Each party will abide in all material respects by all applicable federal (including any Department of Transportation ("DOT") regulations and the Anti-Kickback Statute) and state laws and regulations in connection with its provision of Services hereunder. All personnel that provide the Services will be licensed or certified as required by applicable law. For Services that require AMR to send specimens or samples from Patients to an outside laboratory, AMR will use laboratories that are certified and licensed to analyze the specimen or sample taken. All vehicles that AMR uses for Services will conform to any applicable state regulations and any applicable licensure requirements.
- 3. Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to mobile health services.
- 4. Scheduling of Services.** Customer shall provide AMR with a minimum of two (2) business days' notice to provide scheduled Services ("Scheduled Services"). For Services which by their nature cannot be pre-scheduled, Customer shall request Services from AMR as soon as it determines that it needs Services ("Unscheduled Services"). AMR's response for a request for Unscheduled Services is subject to availability of resources including, vehicles and personnel, as further described in Schedule "A". The Customer recognizes that resources may not be immediately available.
- 5. Compensation and Billing.** The Customer shall pay to AMR the amounts set out in Schedule "A" for Services provided to Patients. Payment shall be made within thirty (30) days of the invoice date. In the event payment is not timely made, AMR reserves the right to charge interest on the unpaid amount at the rate of twelve percent (12%) per annum.
- 6. Indemnification.** Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their elected and appointed officials, officers, employees, independent contractors, agents, and volunteers to the fullest extent required by law. Each party agrees to protect, defend, indemnify and hold harmless the other party's elected and appointed officials, officers, employees, independent contractors, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of the indemnifying "at fault" party, its elected and appointed officials, officers, employees, agents, and volunteers and/or subcontractors, arising out of the performance of this Agreement. In the case of negligence of more than one party to this Agreement, any damages shall be in proportion to the percentage of negligence attributed to each party, and each party shall have the right to contribution from the other party in proportion to the percentage of negligence attributed to the other party. Nothing contained in this section of this Agreement shall be construed to create a liability or a right of Indemnification in any third party. The provisions of this section shall survive the termination or expiration of this Agreement. It is further provided that no liability shall attach to the City by reason of entering into this agreement except as expressly provided herein.
- 7. Insurance.** At all times during performance of the Services, AMR shall secure and maintain in effect insurance to protect the City and the AMR from and against all claims, damages, losses, and expenses arising out of or resulting from AMR's performance under this agreement, AMR shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.
Commercial Liability Insurance. Before this agreement is fully executed by the parties, AMR shall provide the City with a certificate of Insurance as proof of commercial liability insurance with a minimum liability limit of \$2,000,000.00 per occurrence combined single limit bodily injury and property damage, and \$5,000,000.00 general aggregate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this agreement. The policy and endorsements shall name the City of Union Gap, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel the insurance without first giving the city thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.
Commercial Automobile Liability Insurance. Before this agreement is fully executed by the parties, AMR shall provide the City with a certificate of insurance as proof of commercial automobile liability insurance with a minimum

liability limit of \$5,000,000.00 per occurrence combined single limit bodily injury and property damage. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this agreement. The policy and endorsements shall name the City of Union Gap, its elected and appointed officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

Professional Liability Insurance. Before this agreement is fully executed by the parties, AMR shall provide the City with a certificate of insurance as proof of Professional Liability Insurance appropriate to AMR's profession with a minimum liability limit of no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this agreement. The policy shall contain a clause that the insurer will not cancel the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

All policies must reflect that they are primary insurance coverage and non-contributory.

8. **Record Retention.** AMR will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by Customer and duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
9. **Term.** The initial term of this Agreement shall be three years, commencing on the date of last signature, and this Agreement shall automatically renew for a subsequent two-year period thereafter, subject to the termination rights herein, unless the City gives written notice to the contrary within 30 days of expiration of the original three-year term. The initial term and all renewal periods shall be cumulatively referred to as the "Term".
10. **Termination.** Each party may terminate this Agreement: (a) at any time without cause and at its sole discretion upon thirty (30) days written notice to the other party; or (b) upon the material breach of this Agreement by the other party if such breach is not cured within fifteen (15) days of notice thereof to the other party. Notwithstanding the foregoing: (i) AMR may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to AMR if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the failure of AMR to respond to requests

by the Customer for the provision of Services to Patients within the Service Area, if such failure is not cured within ten (10) days of notice thereof to AMR; and (iii) the Customer may terminate this Agreement immediately upon notice to AMR following AMR's loss or suspension of licensure necessary for the provision of the Services.

11. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Customer:

**Union Gap Police Department
102 Ahtanum Rd
Union Gap, WA 98903
Attention: Amanda Towle**

If to AMR:

**American Medical Response
Attention: Paul Priest
1425 N Washington St
Spokane, WA 99201**

With Mandatory Copy to:

**Legal Department
American Medical Response, Inc.
6363 S Fiddler's Green Circle, 14th Floor
Greenwood Village, Colorado 80111**

12. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law - particularly the City's obligations under the Public Records Act, RCW Chapter 42.56, regulation, and third party reimbursement agreements.
13. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

14. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other except as otherwise required by this agreement. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
15. **Force Majeure.** AMR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
16. **Compliance Program and Code of Conduct.** AMR has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, at AMR's web site, located at: www.amr.net, and the Customer acknowledges receipt of such documents. AMR warrants that its personnel shall comply with AMR's compliance policies, including training related to the Anti-kickback Statute.
17. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.
18. **Equal Employment Opportunity.** If the provisions of Executive Order 11,246 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 41 C.F.R. part 60-1. If the provisions of Executive Order 13,201 are applicable to this Agreement, the parties incorporate the equal employment opportunity clause set forth in 29 C.F.R. part 470.
19. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to

the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state of Washington, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

20. **Venue.** In the event that either party deems it necessary to initiate a legal action to enforce any right or obligation under this contract, the parties agree that any such action shall be initiated in the Superior Court of the State of Washington situated in Yakima County. The parties agree that the parties to such action shall have the right of appeal from such decision of the Superior Court in accordance with the laws of the State of Washington. AMR hereby consents to the personal jurisdiction of the Superior Court of the State of Washington situated in Yakima County.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

American Medical Response Ambulance Service, Inc.

By: _____
Paul Priest, Regional Director

Date:

City of Union Gap/Union Gap Police Department

By: _____
Sharon Bounds, City Manager

Date:

SCHEDULE "A"

I. Services and Rates:

AMR shall provide the following Services to Customer:

DUI Blood Draws:

- Provide qualified medical personnel to perform phlebotomy services for Customer twenty-four (24) hours a day, seven (7) days a week at various locations within the Service Area (defined below).
- AMR will use lab kit provided by Customer and will follow all established guidelines required for collecting, labeling, and transferring custody of the blood sample.
- Once the sample is complete and the sample is sealed, AMR will give custody of the sample to Customer at the scene. Customer will submit the sample to the appropriate facility for testing.
- AMR will document the procedure, including subject's name, time, vein puncture site, and volume and description of the specimen drawn. The original documentation will be given to Customer and a copy will be retained by AMR.

Court Appearances:

- Appropriate AMR personnel will testify at Customer's request in relation to services provided by AMR.

Customer shall pay AMR for the Services according to the rates set forth below.

Alcohol and Drug Testing Services	Rate
Blood Alcohol Draw	\$ 280.00/ Draw for First Draw
Additional Blood Alcohol Draws at Scene	\$75.00/Draw for Each Additional Draw
Court Appearance	\$110/hour

II. Service Area

Services shall be provided in **Union Gap, WA** and in other locations as may be agreed upon by the parties.

III. Commencement Date

The commencement date shall be the date of last signature to the Agreement.

IV. Term : 36 Months

V. Automatic Renewal for successive Term: Yes, as specified in Section 9 of the Agreement.

VI. Scheduling

Upon receipt of a request for a blood draw, AMR shall endeavor to arrive on scene within one (1) hour of scheduled time, subject to personnel availability and logistical constraints.



City Council Communication

Meeting Date: August 14, 2023

From: Gregory Cobb, Chief of Police

Topic / Issue: Resolution - Yakima Valley Crisis Response Unit - Interlocal Agreement

SYNOPSIS: The Yakima County Sheriff's Office along with the police departments of the cities of Grandview, Moxee, Selah, Sunnyside, Toppenish, Union Gap, Wapato, Yakima and Zillah have been in discussion to form a regional multijurisdictional crisis response unit. The purpose is for an effective response to specific critical high-risk field operations that exceed the capabilities of a standard patrol response.

RECOMMENDATION: Approve resolution and authorize the City Manager to sign an interlocal agreement forming the Yakima Valley Crisis Response Unit (YVCRU).

LEGAL REVIEW: The resolution and interlocal agreement have been reviewed by the City Attorney.

FINANCIAL REVIEW: The current impact will be the same, since we already have three members assigned to the unit. We already cover their overtime to respond to callouts and training. Our contribution to the YVCRU budget will be part of our overall 2024 budget request.

BACKGROUND INFORMATION: Currently the City of Yakima has a crisis response unit. This is made up of a special weapons, tactics team, and crisis negotiations team. Yakima County Sheriff's Office, Grandview PD and Union Gap PD contribute personnel to the team, but do not have any say in the leadership or direction of the team. The creation of the YVCRU will make the unit a countywide asset with a managing board and dedicated budget.

ADDITIONAL OPTIONS: N/A

ATTACHMENTS:

1. Resolution
2. Interlocal Agreement

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

A **RESOLUTION** authorizing the City Manager to sign an interlocal agreement with Yakima Valley Crisis Response Unit (YVCRU).

WHEREAS, the Yakima County Sheriff's Office along with the police departments of the cities of Grandview, Moxee, Selah, Sunnyside, Toppenish, Union Gap, Wapato, Yakima and Zillah have been in discussion to form a regional multijurisdictional crisis response unit;

WHEREAS, YVCRU provides an effective response to specific critical high-risk field operations that exceed the capabilities of a standard patrol response;

WHEREAS, the City is required to enter into an interlocal agreement to join YVCRU;

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

The City Manager is authorized to sign and interlocal agreement with the Yakima Valley Crisis Response Unit, to join a regional multijurisdictional crisis response unit.

PASSED this 14th day of August, 2023.

John Hodkinson, Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN YAKIMA COUNTY,
CITY OF GRANDVIEW, CITY OF MOXEE, CITY OF SELAH, CITY OF
SUNNYSIDE, CITY OF TOPPENISH, CITY OF UNION GAP, CITY OF
WAPATO, CITY OF YAKIMA, AND CITY OF ZILLAH**

YAKIMA VALLEY CRISIS RESPONSE UNIT

I. PARTIES

The parties to this Agreement are Yakima County, City of Grandview , City of Moxee, City of Selah, City of Sunnyside, City of Toppenish, City of Union Gap, City of Wapato, City of Yakima, and the City of Zillah (hereinafter the “parties” or “jurisdictions”). Each of which is operating under the laws of the State of Washington.

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93 and 39.34 of the Revised Code of Washington.

III. PURPOSE

The parties desire to establish and maintain a multi-jurisdictional Crisis Response Unit. The CRU will be comprised of two specialized teams: The Crisis Negotiations Team (CNT) and the Special Weapons and Tactics Team (SWAT). The Unit will be established to provide specialized support in handling critical field operations where intense negotiations and/or special tactical deployment methods beyond the capacity of law enforcement officers in the field appear to be necessary.

IV. FORMATION

The parties hereby create a multi-jurisdictional unit comprised of the CNT and SWAT to be hereafter known as the “Yakima Valley Crisis Response Unit (YVCRU or “unit”)”. The testing process for participating jurisdiction’s employees to join YVCRU will be detailed in a policy manual that is approved by the Executive Board as outlined in Section VIII.

V. BENEFITS AND GOALS

A multi-jurisdictional effort to handle specific high-risk critical field operations, as well as incidents involving weapons of mass destruction, results in a more effective pooling of personnel, improved utilization of available funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This results in improved services

for the citizens of all participating jurisdictions, increased safety for officers and the community, and improved cost-effectiveness.

VI. UNIT OBJECTIVES

The objective of the YVCRU is to respond to specific high-risk incidents in a manner that provides for the effective use of personnel, equipment, funds, and training. The YVCRU shall respond as determined by the Unit Commander in accordance with Unit SOPs to any of the participating jurisdictions and provide a coordinated response to high-risk incidents. As special needs arise, it may be necessary to request from other law enforcement agencies assistance and/or personnel, at the discretion of the Incident Commander and/or the YVCRU Tactical Commander.

The YVCRU may also be available to law enforcement agencies outside Yakima County as provided by chapter 10.93 RCW when appropriate as determined by the YVCRU Commander and Presiding Officer of the Board, or their designees, and pursuant to SOPs pertaining to out-of-County response as created by the Executive Board.

VII. DURATION AND TERMINATION

The minimum term of this Agreement shall be one (1) year, effective upon the date of final signature. This Agreement shall automatically extend for consecutive one (1) year terms without the action of the legislative bodies of the participating jurisdictions, unless and until terminated pursuant to the terms of this Agreement. Termination shall be effective if notice is provided at least ninety (90) days before the end of any term.

A jurisdiction may withdraw its participation in the YVCRU by providing written notice of its withdrawal and serving such notice upon each Executive Board member of the remaining jurisdictions. A notice of withdrawal shall become effective ninety (90) days after service of the notice on all participating members.

The YVCRU may be terminated by a majority vote of the Executive Board. Any vote for termination shall occur only when the sheriff or police chief or his/her designee of each participating jurisdiction has been given a 30-day notice of the meeting in which such vote is taken.

The Board may, at its discretion and upon 30-day notice, terminate the participation of any participating jurisdiction for breach of this Agreement, including, but not limited to, its contribution or staffing obligations, unless such breach is cured to the satisfaction of the Board within the 30-day notice period. Any participating jurisdiction in breach of this Agreement shall not have the right to vote on any matter before the Board during the notice period and until the breach has been cured.

VIII. GOVERNANCE

The affairs of the YVCRU shall be governed by an Executive Board ("Board"), whose members are composed of the sheriff and police chiefs, or his/her designee, from each participating jurisdiction. If a Board member elects to send their designee they must be of a command-level rank and have decision-making authority. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board members, or their designees, appearing at the meeting in which the decision is made, provided a quorum of at least a majority of members is present. However, any prevailing vote to change the written policies, regulations, and operational procedures of the YVCRU shall require the consent of a super-majority of the Board. In-person attendance is preferred. However, virtual meetings or a combination of virtual meetings and in-person meetings are authorized when warranted. A presiding officer shall be elected by the members of the Board to serve a term of two (2) years. The Board may also elect a deputy presiding officer from the membership of the board to act as the presiding officer during times the presiding officer is unavailable. Neither the presiding officer nor the deputy presiding officer should be from the same jurisdiction as the current team commander. The presiding officer and deputy presiding officer will serve staggered two-year terms, except the first term of the presiding officer will be three years and the first term of the deputy presiding officer will be two years. In the instance that a tie-breaking vote is needed for a decision of the Board, the Unit Commander will be the deciding vote.

The presiding officer is responsible for facilitating the meetings, providing notice of meetings and providing any materials for the meetings in advance so that all participants are fully advised of the agenda and items being discussed.

The Board shall meet quarterly unless otherwise determined by the Board. The presiding officer, or any Board member, may call extra meetings as deemed appropriate. The presiding officer shall provide no less than seventy-two (72) hours' notice of all meetings to all members of the Board. However, in an emergency situation, the presiding officer may conduct a telephonic meeting or virtual meeting to resolve any issues related to such an emergency.

The YVCRU written policies, regulations, and operational procedures shall apply to all YVCRU operations. Thus, to the extent that the written policies, regulations, and operational procedures of the YVCRU conflict with the policies, regulations, and operational procedures of the individual jurisdictions, the YVCRU written policies, regulations, and procedures shall prevail.

Within 30 days of the effective date of this agreement, the Board shall hold its initial Board meeting in order to appoint the Unit Commander, presiding officer, and deputy presiding officer, and draft written policies, regulations, and operational procedures.

IX. STAFF

A Unit Commander, which shall be a command-level officer with sufficient tactical knowledge and experience for the position, shall be appointed annually by the Board to act as the principal liaison and facilitator between the Board and the members of the YVCRU. The Unit Commander shall operate under the direction of the presiding officer of the Board. The Unit Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, training, number of calls that the YVCRU responds to, problems of the YVCRU, and any other matter as requested by the Board. The Unit Commander may be removed by the action of the Board at any time and for any reason, with or without cause.

The Unit Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the YVCRU. In addition, the Unit Commander shall be responsible for presenting rules, procedures, regulations, and revisions thereto for Board evaluation.

Each jurisdiction will be expected to contribute a minimum of ten percent (10%) of their commissioned staff to YVCRU. Board approval must be obtained for the jurisdiction to assign less than this staffing requirement. The personnel assigned to the YVCRU shall be considered employees of the contributing jurisdiction. The contributing jurisdiction shall be solely and exclusively responsible for the compensation and benefits for the personnel it contributes to the YVCRU. All rights, duties, and obligations of the employer and the employee shall remain with the contributing jurisdiction. Each jurisdiction shall be responsible for ensuring compliance with all applicable laws with regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

The Executive Board, at its discretion, may consider volunteers with specific skills needed by the unit. Volunteers would also have to be sponsored by a member agency. An example of volunteers whom the unit might need are physicians, paramedics, or mental health professionals.

The Board shall appoint the finance department of a participating jurisdiction to manage the finances of the YVCRU. Before appointing the finance department of a particular jurisdiction to manage the finances of the YVCRU, the Board shall consult with the finance department of the jurisdiction and obtain its approval. The duty of managing the finances of the YVCRU may be rotated to other participating jurisdictions at the discretion of the Board.

The Board may, upon unanimous vote, appoint one (1) or more legal advisors to advise the Board on legal issues affecting the YVCRU. The legal advisor(s) shall, when appropriate or when requested by the Board, consult with the legal representatives of all participating jurisdictions before rendering legal advice. In the event a Board member withdraws his or her consent to the appointment of a legal advisor(s), the appointment shall be terminated immediately.

X. COMMAND AND CONTROL

During tactical field activation of the YVCRU, an Incident Commander from the agency in which the incident is occurring, YVCRU Tactical Commander and YVCRU Team Leader(s) will be designated in accordance with Unit SOPs. The duties and procedures to be utilized by the Incident Commander, the YVCRU Tactical Commander, and YVCRU Team Leaders shall be set forth in the standard operating procedures approved by the Board. The standard operating procedures approved by the Board may designate other personnel to be utilized during an incident.

XI. EQUIPMENT, TRAINING, AND BUDGET

Each participating jurisdiction shall acquire the individual equipment of its participating YVCRU members. Each participating jurisdiction shall provide sufficient funds to update, replace, repair, and maintain the equipment and supplies utilized by its participating YVCRU members, and to provide for the training of its participating YVCRU members.

The equipment, supplies, and training provided by each jurisdiction to its personnel participating in the YVCRU shall, unless otherwise determined by the Board, be of the capability and quality consistent with industry and Unit standards.

Each member jurisdiction shall maintain an independent budget system to account for funds allocated and expended by its participating YVCRU members.

There shall be a YVCRU annual budget. The purpose of the budget is to fund repairs and maintenance of equipment, purchase supplies, and fund new equipment for the unit. Each jurisdiction will contribute to the budget based on its percentage of the population in Yakima County as determined by the latest United State Census. The Board must approve the proposed annual budget, which shall be on a calendar basis, for the upcoming year by July 1st of the current year, except for the initial budget year. Each police chief or sheriff shall then present their participating jurisdiction's required budget contribution for the following year to that jurisdiction's governing body or person(s) with budgeting authority with sufficient timeliness to allow for evaluation of the jurisdiction's proposed contribution. All contributions owed from each participating jurisdiction shall be due by January 31st of the current budget year.

XII. DISTRIBUTION OF ASSETS UPON TERMINATION

Termination shall be in accordance with those procedures set forth in proper sections. Each participating jurisdiction shall retain sole ownership of equipment it solely purchased and provided to its participating YVCRU members and YVCRU.

Any capital assets acquired with joint funds of the YVCRU or unspent funds shall be divided among the participating jurisdictions based on the proportion of each participating jurisdiction's percentage of the population in Yakima County as determined by the latest United State Census at the assets' fair market value upon termination. The value of the assets of the YVCRU shall be determined by using commonly accepted methods of valuation. If two

(2) or more participating jurisdictions desire an asset and cannot reach an agreement, the asset shall be declared surplus by the Board and disposed of pursuant to RCW 39.33 for the disposition of surplus property. The proceeds from the sale or disposition of any YVCRU property, after payment of any and all costs of sale or debts of the agency, shall be distributed to those jurisdictions participating in the YVCRU at the time of dissolution in proportion to the jurisdiction's percentage participation in the YVCRU as the date of dissolution. In the event that one (1) or more jurisdictions terminate their participation in the Yakima Valley Crisis Response Unit, but the YVCRU continues to exist, the jurisdiction terminating participation shall have the right to be paid the equivalent of their contributions to the capital budget for the previous three years, paid out over the proceeding five years. The right to such compensation shall not apply if the terminating jurisdiction is not current on its budget contributions.

XIII. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

It is the intent of the participating jurisdictions to provide services of the YVCRU without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with YVCRU actions that are brought against the jurisdictions.

To this end, the participating jurisdictions agree to equally share responsibility and liability for the acts or omissions of their participating personnel when acting in furtherance of this Agreement and within the course and scope of their employment with the employing agency.

In the event that an action is brought against any of the participating jurisdictions or its employees, resultant from actions taken under the scope of this agreement or the YVCRU Command, each jurisdiction shall be responsible for an equal share of any award for or settlement of claims including but not limited to the costs of defense, settlement, costs, judgment, or awards, regardless of which jurisdiction or employee that action is taken against or which jurisdiction or employee is ultimately responsible for the conduct. The jurisdictions shall share the expense of the claim equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each jurisdiction named in the lawsuit or claim. This section shall be subject to the conditions and limitations set forth in subsections A through H below. Payment of any award for punitive damages is the sole responsibility of the person the award is entered against or their employing agency. Nothing herein shall be construed to create joint responsibility for punitive damages.

- A. **Jurisdiction Not Involved In YVCRU Response.** In the event that a jurisdiction or its personnel were not involved in the actions, coordination, command or any other aspect of the YVCRU response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such

jurisdiction shall not be required to share responsibility for the payment of the judgment, defense costs, settlement, or award.

- B. **Automobile Liability.** Nothing herein shall require, or be interpreted to require, indemnification or sharing in the payment of any claim or loss for automobile liability.
- C. **Intentionally Wrongful or Conduct Beyond the Scope of Employment.** Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any YVCRU personnel for intentionally wrongful or conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or jurisdiction. The legislative authority of the employing agency will be the determinant of good faith conduct within the scope of employment as defined by RCW 4.96.041.
- D. **Collective Representation and Defense.** The jurisdictions shall make efforts to work with their respective risk pools to retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense.

In the event a jurisdiction does not agree to joint representation, or there is a conflict with their employee necessitating separate representation, that jurisdiction shall be solely responsible for all defense attorney's fees accrued by its individual representation or defense.

The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with the other participating jurisdictions by, including but not limited to, providing all documentation requested, and making YVCRU members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

- E. **Removal from Lawsuit.** In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall nonetheless be required to pay its equal share of any award for or settlement of the lawsuit; PROVIDED, however, that in the event a jurisdiction or employee is removed from the lawsuit and subsection (A) of this section is satisfied, the jurisdiction shall not be required to pay any share of the award or settlement.

- F. **Settlement Process.** It is the intent of the Agreement that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties agree with the settlement or, in the alternative, agree to proceed to trial. In the event a claim or lawsuit requires the sharing of liability, no individual jurisdiction shall be authorized to enter into a settlement agreement with a claimant or plaintiff unless a majority of the YVCRU Board agrees with the terms of the settlement. Any settlement made by an individual jurisdiction without the agreement of the remaining jurisdictions, when required, shall not relieve the settling jurisdiction from paying an equal share of any final settlement or award.

- G. **Defense Waiver.** This section shall not be interpreted to waive any defense arising out of RCW Title 51.

- H. **Insurance.** The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual jurisdiction from its obligations under this Agreement.

XIV. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event a claim is filed or a lawsuit is brought against a participating jurisdiction or its employees for actions arising out of their conduct in support of YVCRU operations, the jurisdiction shall promptly notify the other jurisdictions that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each participating jurisdiction.

Any jurisdiction or member who believes or knows that another jurisdiction may be liable for a claim, settlement, or judgment that arises from a YVCRU action or operation, shall have the burden of notifying each participating jurisdiction of all claims, lawsuits, settlements, or demands made to that jurisdiction. In the event a participating jurisdiction has a right, pursuant to section **XIII** of this Agreement, to be defended and held harmless by another participating jurisdiction, the jurisdiction having the right to be defended and held harmless shall promptly tender the defense of such claim or lawsuit to the jurisdiction that must defend and hold the other harmless.

Each Sheriff or Chief will be responsible for making any required notification or providing required documentation to the appropriate legal counsel and governmental officials or departments within their jurisdiction.

XV. PROCESSING OF CLAIMS.

A. Designation of Lead Jurisdiction.

There shall be a lead jurisdiction for processing a claim that is filed with and against counties/cities for alleged damages and injuries that occur as a result of YVCRU activities. The lead jurisdiction shall be the jurisdiction within which the YVCRU response occurred; PROVIDED, that in the event the jurisdiction within which the YVCRU response occurred did not participate in the YVCRU response, the lead jurisdiction shall be the jurisdiction within which the incident that required the YVCRU response originated. In the event that a jurisdiction that was not involved in the YVCRU response receives the claim, that jurisdiction shall notify the other jurisdictions in accordance with Section XIV of this Agreement and shall use its best efforts to determine who the appropriate lead jurisdiction is.

B. Assistance of Unit Commander.

The YVCRU Commander shall assist the lead jurisdiction in responding to a claim. The YVCRU Commander shall be responsible for gathering all records relating to the YVCRU response. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the YVCRU response. The Unit Commander shall also provide a list of personnel who participated in the response and their contact information. The Unit Commander shall deliver all copies of the records to the lead jurisdiction promptly upon request. All jurisdictions shall provide any requested documents regarding any claim in a timely manner upon request.

C. Claims of \$5,000 or less.

i. Lead Jurisdiction Responsibilities.

The lead jurisdiction shall be responsible for working with the Unit Commander to gather records relating to the YVCRU response. The lead jurisdiction shall provide records to its claims administrator and shall assist in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to liability. In determining whether a claim should be paid, the lead jurisdiction and its claims administrator shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

ii. Liability Determination – Appointment of Damages.

The lead jurisdiction, with the assistance of its claims administrator and risk manager, shall determine whether the YVCRU is liable for damages set forth in a claim and whether the payment of the claim would be in the best interest of the jurisdictions and/or the YVCRU. In the event the lead jurisdiction

determines that payment of a claim is appropriate, such determination shall be final and binding upon other jurisdictions and payment shall be apportioned equally among all jurisdictions that participated in the YVCRU response. The lead jurisdiction shall provide full payment to the claimant, and each jurisdiction that participated in the response shall reimburse the lead jurisdiction for its equal share of such payment.

Prior to the payment of any claim, and as a condition of such payment, the lead jurisdiction providing payment shall obtain from the claimant a complete and total release of liability on behalf of all jurisdictions participating in the YVCRU and each and every officer, agent, or volunteer of those participating jurisdictions.

D. Claims over \$5,000.

i. Lead Jurisdiction Responsibilities.

The lead jurisdiction shall schedule a meeting with all jurisdictions participating in the YVCRU to discuss the claim and to determine the appropriate manner in which to respond and/or defend the claim. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

XVI. PROCESSING OF LAWSUITS.

A. Notification to Other Jurisdictions.

In the event a jurisdiction is served with a lawsuit, that jurisdiction shall provide notice and documentation of the lawsuit to each of the other jurisdictions in accordance with Section XIV of this Agreement.

B. Coordination of Initial Meeting.

The jurisdiction that initially receives a lawsuit shall schedule a meeting with all of the jurisdictions participating in the YVCRU to discuss the lawsuit. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

XVII. COMPLIANCE WITH THE LAW

The YVCRU and all its members shall comply with all federal, state, and local laws that apply to the YVCRU.

XVIII. ALTERATIONS

This Agreement may be modified, amended, or altered by agreement of all participating jurisdictions and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with paragraph **XXII** of this Agreement.

XIX. RECORDS

Each jurisdiction shall maintain training records related to the YVCRU for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the designated YVCRU Training Coordinator. All records shall be available for full inspection and copying by each participating jurisdiction to the extent allowable by law.

XX. FILING

Upon execution hereof, this Agreement shall be filed with the city clerks of the respective participating municipalities, and such other governmental agencies as may be required by law.

XXI. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XXII. MUNICIPAL AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. The Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

County of Yakima

Date: _____

Sheriff Bob Udell

City of Grandview

Gloria Mendoza, Mayor

Kal Fuller, Chief

Date: _____

Date: _____

City of Moxee

LeRoy Lenseigne, Mayor

Jeff Burkett, Chief

Date: _____

Date: _____

City of Selah

Sherry Raymond, Mayor

Dan Christman, Chief

Date: _____

Date: _____

City of Sunnyside

Elizabeth Alba, City Manager

Rob Layman, Chief

Date: _____

Date: _____

City of Toppenish

Debbie Zabell, City Manager

John Clary, Chief

Date: _____

Date: _____

City of Union Gap

Sharon Bounds, City Manager

Gregory Cobb, Chief

Date: _____

Date: _____

City of Wapato

Margaret Estrada, Mayor

Nolan Wentz, Chief

Date: _____

Date: _____

City of Yakima

Bob Harrison, City Manager

Matthew Murray, Chief

Date: _____

Date: _____

City of Zillah

Dr. Scott Carmack, Mayor

Tim Quantrell, Chief

Date: _____

Date: _____



City Council Communication

Meeting Date: August 14, 2023
From: Gregory Cobb, Chief of Police
Topic / Issue: Resolution – Police Surplus Vehicle

SYNOPSIS: The police department is requesting to surplus a 2014 Ford Police Interceptor, VIN 1FAHP2MK0EG182941. This vehicle has been taken out of service as a sedan of its size does not meet our requirements for transporting prisoners or equipment. YVCOG has made a request to obtain the vehicle for the Yakima Valley Local Crime Lab (YVLCL) personnel who need an evidence transport vehicle.

RECOMMENDATION: Declare vehicle surplus and allow the city to donate the vehicle to the YVLCL.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: There is no financial impact. YVCOG has agreed to pay for the vehicle graphics to be removed as payment in kind for the vehicle.

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Resolution

CITY OF UNION GAP, WASHINGTON
RESOLUTION NO. _____

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

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

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

WHEREAS, Yakima Valley Conference of Governments has requested to obtain the vehicle for the Yakima Valley Local Crime Lab (YVLCL), to us as an evidence transport vehicle;

WHEREAS, the City is a member of the YVLCL, and wishes to donate this vehicle to the YVLCL program.

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

Section 1. City of Union Gap Police Department vehicle is hereby declared surplus:
2014 Ford Interceptor sedan,
VIN 1FAHP2MK0EG182941

Section 2. The City is authorized to donate this vehicle to Yakima Valley Conference of Governments for their Yakima Valley Local Crime Lab program.

PASSED this 14th day of August 2023.

John Hodkinson, City Mayor

ATTEST:

APPROVED AS TO FORM:

Karen Clifton, City Clerk

Jessica Foltz, City Attorney

CONSENT AGENDA

UNION GAP CITY COUNCIL REGULAR MEETING
UNION GAP COUNCIL CHAMBERS
Union Gap, Washington
July 24, 2023, Regular Meeting
MINUTES

<u>Call to Order</u>	Mayor Hodkinson called the Regular Meeting of the Union Gap City Council to order at 6:00 p.m.
<u>Council Members Present</u>	Council Members Wentz, Galloway, Schilling, Dailey and Sewell were present.
<u>Staff Present</u>	City Manager Bounds, City Attorney Foltz, Police Chief Cobb, Fire Chief Markham, Public Works & Community Development Director Henne, Civil Engineer Dominquez, and Finance & Administration Director Clifton were present.
<u>Audience Present</u>	See attached list.
<u>Pledge of Allegiance</u>	Council Member Wentz led the pledge of allegiance.
<u>Excuse Council Member</u>	Motion by Council Member Dailey, second by Council Member Schilling to excuse Council Member Hansen. Motion carried unanimously.
<u>Consent Agenda</u>	Motion by Council Member Wentz, second by Council Member Galloway to approve the consent agenda as follows: Regular Council Meeting Minutes, dated June 26, 2023, as attached to the Agenda and maintained in electronic format Regular Council Meeting Minutes, dated July 10, 2023, as attached to the Agenda and maintained in electronic format Payroll Vouchers – EFT’s and Voucher No. 106794 through 106800 for the month of June 2023, in the amount of \$494,852.99 Claims Vouchers – EFT’s, and Voucher No. 106801 through 106882 for July 24, 2023, in the amount of \$617,355.77. Motion carried unanimously.

General Items

Finance and Administration

Ordinance No. – 3409 –
Amending Union Gap
Municipal Code section
12.04.110 “Penalty Charge
of Late Payment” of Chapter
12.04 “Water Rates and
Regulations”.

Motion by Council Member Wentz, second by Council Member Galloway to adopt Ordinance No. – 3409 – amending Union Gap Municipal Code section 12.04.110 “Penalty Charge of Late Payment” of chapter 12.04 “Water rates and Regulations. Motion carried unanimously.

City Manager

Resident Notification
Discussion

City Manager Bounds evaluated the current resident notification processed and stated there are several factors that needed to be considered, one being is the city following mandatory regulations and guidance. Are the methods the City is using effectively getting the information out? Is the information we are disseminating compliant with English and non-English speaking citizens? Are we being fiscally responsible with the means that we are using for out-reach? Some of the requirements the city is required to follow include publication notices, and in some instances mailings for approved Ordinances, meetings, public hearings, land use applications, and more. Bounds outlined what we are currently doing, and feels we are in compliance. We also post information to our web site, which also contains a Facebook link to Union Gap WA used for promotional purposes, paid for with LTAC dollars. Another method used is a quarterly newsletter, which is available at the front counter, and is being mailed to citizens. Our personal contact, phone, and electronic interaction in our public buildings, staff is very responsive to requests that we get. We allow information in our kiosk to help increase awareness, and will do the same in the Community Center, possibly adding a digital sign as a great tool to use in the future. We network with others by holding numerous meetings, and partnering with outside organizations. Staff is currently working on a language access plan, and explained that it is a process that will be implemented over time, but will see noticeable changes in the future. Bounds highlighted other communication tools used, and believes that we are currently doing a good job. Council Member Schilling suggested using a service that will send a text via cell phone to residents. She found that the cost for 500 phone numbers it would cost the City less

than \$180.00. Council Member Wentz stated that he would be opposed to mass blasts like that. Mayor Wentz stated that if there were multiple requests for the same information, instead of acting on one comment, we would consider something different. Bounds stated that if she were notified of events, she would be happy to post them on the web site, possibly adding a calendar of events.

Committee Reports

Council Member Dailey stated that the Greenway had their monthly meeting, opening with the topic of the homelessness. The board wanted her to personally thank the Union Gap Police Department and staff, for going through the process last week of dealing with homelessness, and they were extremely pleased with the job, style, and professionalism. Dailey stated that she was very proud that we're stepping up to this situation, that we're getting our foot through the door to hopefully something positive, that we're not ignoring the homeless and do the best we can, and thanked the police department for their effort. Police Chief Cobb stated that he couldn't take credit, that it was the police officers, DOT and service providers, who worked for two hard days, and removing 30 tons of debris. Cobb stated that they are working with DOT acting on their behalf, to routinely patrol the area.

Mayor Hodkinson stated that there will be a ribbon cutting ceremony for the Crime Lab, and will be in the paper, and will go out to all Council Members, which will be Thursday, August 3rd, 11:00 a.m. is check in, 11:30 is ribbon cutting ceremony, noon is photos and light refreshments, 1 to 5 is scheduled crim lab tours. The crime lab is up and running, doing bullets already. Cobb stated that the Rapid DNA will be in phase II, anticipated to be operational in the springtime, however the analyst is up and running. They are running ahead of schedule and the Lab director Manager, Kathy is phenomenal.

Items from the Audience

Benine McDonnell, member of the Union Gap Library and Community center committee, stated that they have put together a meeting with the committee members, their attorney, the City Manager, Public Works Director, and City Attorney for Wednesday. They need an agreement in order to use the million dollars that the committee was given through the Federal Government for Phase II of the Union Gap Library and Community Center. Their attorney said they don't sign anything until he has had a chance to look at it, and wants to be able to speak with the City Attorney at the same time.

Georgia Retmire wanted to respond to the dissemination of

CITY OF UNION GAP REGULAR COUNCIL MEETING MINUTES – July 24, 2023

information, being an information specialist/Librarian. We are three years post COVID and people still don't know the library is open. They have sent email blasts, text message blasts, post on facebook, Instagram, and send out newsletters. They go to events and people still don't know that the library is free. So it's not just the City of Union Gap, that her personal opinion as a citizen, is that the onus is on the individual. No matter how much you try to put the information out, people are busy. Retmire agreed with Council Member Schilling, that it is important for people to show up and understand, but you can only do so much.

City Manager Report

City Manager Bounds requested who would be able to attend the Crime Lab tour Thursday August 3rd. Council Members Dailey, Galloway and Mayor Hodkinson responded that they would.

Communications/Questions/
Comments

None.

Development of next
Agenda

None.

Adjournment of Meeting

Mayor Hodkinson adjourned the July 24, 2023 regular Council meeting at 6:35 p.m.

Sharon Bounds, City Manager

ATTEST:

Karen Clifton, City Clerk



City Council Communication

Meeting Date: August 14, 2023
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Payroll Vouchers – July, 2023

SYNOPSIS: Payroll Vouchers for the month of July, 2023

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 106886 through 106893, in the amount of \$497,645.40.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

ATTACHMENTS: Payroll Voucher Register

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 13:38:44 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4611	08/10/2023	Payroll	2	EFT	LYNETTE BISCONER	5,068.44	July 2023 Payroll
4612	08/10/2023	Payroll	2	EFT	RYAN L BONSEN	5,281.35	July 2023 Payroll
4613	08/10/2023	Payroll	2	EFT	SHARON R BOUNDS	7,696.82	July 2023 Payroll
4614	08/10/2023	Payroll	2	EFT	JABAN R BROWNELL	5,555.81	July 2023 Payroll
4615	08/10/2023	Payroll	2	EFT	ANTHONY T BRYANT	3,278.76	July 2023 Payroll
4616	08/10/2023	Payroll	2	EFT	CRAIG G BUNTING	5,348.25	July 2023 Payroll
4617	08/10/2023	Payroll	2	EFT	JASON G CAVANAUGH	5,761.32	July 2023 Payroll
4618	08/10/2023	Payroll	2	EFT	NEREDIHT E CHAVEZ	3,409.12	July 2023 Payroll
4619	08/10/2023	Payroll	2	EFT	KAREN CLIFTON	5,624.36	July 2023 Payroll
4620	08/10/2023	Payroll	2	EFT	GREGORY COBB	6,905.87	July 2023 Payroll
4621	08/10/2023	Payroll	2	EFT	BRENT E CORT	2,927.07	July 2023 Payroll
4622	08/10/2023	Payroll	2	EFT	CHRIS DAHL	4,295.43	July 2023 Payroll
4623	08/10/2023	Payroll	2	EFT	SANDY L DAILEY	540.34	July 2023 Payroll
4624	08/10/2023	Payroll	2	EFT	DAVID DOMINGUEZ	6,877.59	July 2023 Payroll
4625	08/10/2023	Payroll	2	EFT	DAMON A DUNSMORE	5,062.31	July 2023 Payroll
4626	08/10/2023	Payroll	2	EFT	TRAVIS FISCUS	4,612.77	July 2023 Payroll
4627	08/10/2023	Payroll	2	EFT	CHRISTOPHER J FIX	4,965.11	July 2023 Payroll
4628	08/10/2023	Payroll	2	EFT	JACK L GALLOWAY	540.34	July 2023 Payroll
4629	08/10/2023	Payroll	2	EFT	DAVID O HANSEN	540.34	July 2023 Payroll
4630	08/10/2023	Payroll	2	EFT	DENNIS HENNE	6,819.68	July 2023 Payroll
4631	08/10/2023	Payroll	2	EFT	JOHN P HODKINSON JR	540.34	July 2023 Payroll
4632	08/10/2023	Payroll	2	EFT	AMBER M HOYT	3,968.24	July 2023 Payroll
4633	08/10/2023	Payroll	2	EFT	STEPHANIE L HUBERT	3,751.35	July 2023 Payroll
4634	08/10/2023	Payroll	2	EFT	RUDY M JIMENEZ	3,921.88	July 2023 Payroll
4635	08/10/2023	Payroll	2	EFT	ALBA L LEVESQUE	5,177.52	July 2023 Payroll
4636	08/10/2023	Payroll	2	EFT	JO LINDER	3,291.56	July 2023 Payroll
4637	08/10/2023	Payroll	2	EFT	TERESA LOPEZ	4,639.30	July 2023 Payroll
4638	08/10/2023	Payroll	2	EFT	LAURIE ANN MARTINEZ	2,329.66	July 2023 Payroll
4639	08/10/2023	Payroll	2	EFT	VALENTINA MARTINEZ	3,167.70	July 2023 Payroll
4640	08/10/2023	Payroll	2	EFT	HOWARD L MASON	3,572.13	July 2023 Payroll
4641	08/10/2023	Payroll	2	EFT	STACEY J MCKINLEY	4,289.09	July 2023 Payroll
4642	08/10/2023	Payroll	2	EFT	KYLAR MCPHERSON	4,712.08	July 2023 Payroll
4643	08/10/2023	Payroll	2	EFT	ROBERT MCRAE	4,438.72	July 2023 Payroll
4644	08/10/2023	Payroll	2	EFT	MICHAEL R NORTH	4,903.35	July 2023 Payroll
4645	08/10/2023	Payroll	2	EFT	SERGIO E OCHOA	4,658.29	July 2023 Payroll
4646	08/10/2023	Payroll	2	EFT	REBECCA R PINA	3,292.06	July 2023 Payroll
4647	08/10/2023	Payroll	2	EFT	HECTOR A RIVERA	5,811.70	July 2023 Payroll
4648	08/10/2023	Payroll	2	EFT	PAUL K SANDERS	4,607.53	July 2023 Payroll
4649	08/10/2023	Payroll	2	EFT	CURTIS J SANTUCCI	6,495.51	July 2023 Payroll
4650	08/10/2023	Payroll	2	EFT	JULIE SCHILLING	543.34	July 2023 Payroll
4651	08/10/2023	Payroll	2	EFT	GREGORY A SEWELL	540.34	July 2023 Payroll
4652	08/10/2023	Payroll	2	EFT	COLEMAN D SHOGREN	4,436.09	July 2023 Payroll
4653	08/10/2023	Payroll	2	EFT	AMANDA L TOWLE	4,379.37	July 2023 Payroll
4654	08/10/2023	Payroll	2	EFT	ERIC B TURLEY	4,815.80	July 2023 Payroll
4655	08/10/2023	Payroll	2	EFT	JENNY V VALLE	3,471.56	July 2023 Payroll
4656	08/10/2023	Payroll	2	EFT	JOSEPH VANICEK	9,545.49	July 2023 Payroll
4657	08/10/2023	Payroll	2	EFT	CHAD VANOVER	4,725.96	July 2023 Payroll
4658	08/10/2023	Payroll	2	EFT	HANNA L VANSKOY	1,956.44	July 2023 Payroll
4659	08/10/2023	Payroll	2	EFT	GLORIA A WALTMAN	3,561.33	July 2023 Payroll
4660	08/10/2023	Payroll	2	EFT	TERRYL D WAY	5,970.48	July 2023 Payroll
4661	08/10/2023	Payroll	2	EFT	ROGER E WENTZ	527.09	July 2023 Payroll
4669	08/10/2023	Payroll	2	EFT	AFLAC	199.86	Pay Cycle(s) 08/01/2023 To 08/31/2023 - AFLAC; Pay Cycle(s) 08/01/2023 To 08/31/2023 - AFLAC Pre Tax

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 13:38:44 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4670	08/10/2023	Payroll	2	EFT	AWC EMPLOYEE BENEFIT TRUST	95,154.90	LEOFF 1 RETIREE MEDICAL BENEFITS - 07/2023; Pay Cycle(s) 08/01/2023 To 08/31/2023 - Medical
4671	08/10/2023	Payroll	2	EFT	INTERNAL REVENUE SERVICE	87,365.23	941 Deposit for Pay Cycle(s) 08/01/2023 - 08/31/2023
4672	08/10/2023	Payroll	2	EFT	MISSION SQUARE RETIREMENT #302189 ROTH	18,588.93	Pay Cycle(s) 08/01/2023 To 08/31/2023 - ROTH - Catch-up; Pay Cycle(s) 08/01/2023 To 08/31/2023 - 457 ROTH; Pay Cycle(s) 08/01/2023 To 08/31/2023 - Pre Ret Catch-up
4673	08/10/2023	Payroll	2	EFT	MISSION SQUARE RETIREMENT #302189	20,937.29	Pay Cycle(s) 08/01/2023 To 08/31/2023 - Retirement Trust
4674	08/10/2023	Payroll	2	EFT	WA STATE DEPT OF SOCIAL	1,367.00	Pay Cycle(s) 08/01/2023 To 08/31/2023 - WSDCS
4675	08/10/2023	Payroll	2	EFT	WA STATE DRS - DCP	50.00	Pay Cycle(s) 08/01/2023 To 08/31/2023 - DRS - DCP - 902B71
4676	08/10/2023	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT- LTC	941.21	Pay Cycle(s) 08/01/2023 To 08/31/2023 - LTC
4677	08/10/2023	Payroll	2	EFT	WA STATE EMPLOYMENT SECURITY DEPT-PFML	3,685.75	Pay Cycle(s) 08/01/2023 To 08/31/2023 - WPFML
4678	08/10/2023	Payroll	2	EFT	WA STATE LAW ENFORCEMENT	20,083.97	Pay Cycle(s) 08/01/2023 To 08/31/2023 - LEOFF II - B040
4679	08/10/2023	Payroll	2	EFT	WA STATE PUBLIC EMPLOYEES	26,856.61	Pay Cycle(s) 08/01/2023 To 08/31/2023 - PERS II - 5591; Pay Cycle(s) 08/01/2023 To 08/31/2023 - PERS III - 5591
4680	08/10/2023	Payroll	2	EFT	WESTERN CONFERENCE OF	4,576.50	Pay Cycle(s) 08/01/2023 To 08/31/2023 - Teamster's Pension #414793; Pay Cycle(s) 08/01/2023 To 08/31/2023 - Teamster's Pension #415517
4681	08/10/2023	Payroll	2	106886	EMPLOYEE FUND	234.00	Pay Cycle(s) 08/01/2023 To 08/31/2023 - Employee Fund
4682	08/10/2023	Payroll	2	106887	EVERGREEN FINANCIAL SERVICES INC	240.20	Pay Cycle(s) 08/01/2023 To 08/31/2023 - GARN
4683	08/10/2023	Payroll	2	106888	TEAMSTERS LOCAL 760	916.00	Pay Cycle(s) 08/01/2023 To 08/31/2023 - Teamsters Dues
4684	08/10/2023	Payroll	2	106889	UNION GAP POLICE OFFICERS ASSN	1,500.00	Pay Cycle(s) 08/01/2023 To 08/31/2023 - UGPOA Dues
4685	08/10/2023	Payroll	2	106890	USABLE LIFE	74.82	Pay Cycle(s) 08/01/2023 To 08/31/2023 - USABLE Life
4686	08/10/2023	Payroll	2	106891	WA STATE COUNCIL OF CNTY	555.75	Pay Cycle(s) 08/01/2023 To 08/31/2023 - AFCSME Dues
4687	08/10/2023	Payroll	2	106892	WA STATE COUNCIL OF	187.50	Pay Cycle(s) 08/01/2023 To 08/31/2023 - WSCOPO Dues
4688	08/10/2023	Payroll	2	106893	WESTERN STATES POLICE MEDICAL TRUST	977.50	Pay Cycle(s) 08/01/2023 To 08/31/2023 - WSPMT

001 Current Expense Fund	406,364.27
101 Street Fund	29,882.44
128 Transit System Fund	3,772.21
401 Water Fund	30,540.33
402 Garbage Fund	1,374.11

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 13:38:44 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		403 Sewer Fund				<u>25,712.04</u>	
						497,645.40	Payroll: 497,645.40



City Council Communication

Meeting Date: August 14, 2023
From: Karen Clifton, Director of Finance and Administration
Topic/Issue: Claim Vouchers – August 14, 2023

SYNOPSIS: Claim Vouchers Dated August 14, 2023

RECOMMENDATION: Request Council to approve EFTs and Voucher Nos. 106883 through 106885 and Voucher Nos. 106894 through 106995, in the amount of \$1,367,186.48.

LEGAL REVIEW: N/A

FINANCIAL REVIEW: N/A

BACKGROUND INFORMATION: N/A

ADDITIONAL OPTIONS: N/A

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

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:47:55 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4300	07/18/2023	Claims	2	EFT	MERCHANT SERVICES	91.14	CREDIT CARD PAYMENTS FEE - 07/18/23
4321	07/25/2023	Claims	2	EFT	WA STATE DEPT OF REVENUE	16,318.46	EXCISE TAX - 06/2023
4323	07/19/2023	Claims	2	EFT	MERCHANT SERVICES	70.92	CREDIT CARD PAYMENTS FEE - 07/19/2023
4340	07/20/2023	Claims	2	EFT	MERCHANT SERVICES	33.60	CREDIT CARD PAYMENTS FEE - 07/20/23
4371	07/21/2023	Claims	2	EFT	MERCHANT SERVICES	13.36	CREDIT CARD PAYMENTS FEE - 07/21/2023
4372	07/22/2023	Claims	2	EFT	MERCHANT SERVICES	29.90	CREDIT CARD PAYMENTS FEE - 07/22/23
4425	07/25/2023	Claims	2	EFT	MERCHANT SERVICES	54.21	CREDIT CARD PAYMENT FEE 07/25/2023
4477	07/26/2023	Claims	2	EFT	MERCHANT SERVICES	292.75	CREDIT CARD PAYMENTS FEE - 07/26/2023
4478	07/27/2023	Claims	2	EFT	MERCHANT SERVICES	15.14	CREDIT CARD PAYMENTS FEE - 07/27/2023
4519	08/01/2023	Claims	2	EFT	MERCHANT SERVICES	228.86	CREDIT CARD PAYMENTS FEE - 07/2023
4525	08/07/2023	Claims	2	EFT	XPRESS BILL PAY		WRONG AMOUNT
4544	08/03/2023	Claims	2	EFT	CHASE PAYMENTECH	1,365.49	CREDIT CARD PAYMENTS FEE - 07/2023
4548	08/07/2023	Claims	2	EFT	XPRESS BILL PAY	862.29	ONLINE PAYMENTS FEE - 07/2023
4584	08/07/2023	Claims	2	EFT	US BANK - CHECKING	150.00	INV MAINT FEE - 07/2023
4702	08/14/2023	Claims	2	EFT	CENTURY LINK	1,172.03	FIRE DEPT - 07/2023; SENIOR CENTER - 07/2023; CIVIC CENTER PHONE & FAX LINE - 07/2023; PUBLIC WORKS - 07/2023; CIVIC CENTER TRUNK SVC - 07/2023
4703	08/14/2023	Claims	2	EFT	OFFICE DEPOT-CITY HALL	56.17	CALCULATOR PAPER, GEL PENS, 0.7MM LEAD & 3X5 POST-IT NOTES; ALURATEK AUCR200 CARD READER FOR PUBLIC RECORDS
4704	08/14/2023	Claims	2	EFT	OFFICE DEPOT-PD	372.47	COPY PAPER; BINDERS, COPY PAPER, PACKAGING TAPE, BIC WITE-OUT CORRECTION TAPE & BLK GEL PENS; SMEAD LETTER SIZED CLASSIFICATION FOLDERS
4705	08/14/2023	Claims	2	EFT	US BANK CARDMEMBER SVC	11,679.15	CENTRAL WA FAIR ASSOCIATION COMMEMORATIVE BRICK - LARGE CORP LOGO BRICK 8"X8"; LUNCHEON WITH DIRECTOR OF YAKIMA AIRPORT 06/22/2023 - J. HODKINSON & S. BOUNDS; ALARM LOCK DL2700 WP TRILOGY DIGITAL KEYP
4706	08/14/2023	Claims	2	EFT	VERIZON WIRELESS - CH #742100945-0001	384.01	CITY HALL CELL SERVICE - 07/2023
4707	08/14/2023	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	480.56	PD MODEMS - 07/2023
4708	08/14/2023	Claims	2	EFT	VERIZON WIRELESS - PW #542075407	405.01	PW & BLDG/PLANNING CELL SERVICE - 07/2023
4503	08/01/2023	Claims	2	106883	509 JUMPERS, LLC	395.66	NATIONAL NIGHT OUT WATER SLIDE/BOUNCE HOUSE RENTAL - 08/01/2023
4504	08/01/2023	Claims	2	106884	DANIEL MARTIN HOLMES	400.00	NATIONAL NIGHT OUT D.J. - 08/01/2023

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:47:55 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4589	08/08/2023	Claims	2	106885	JONATHAN HOOD	33.98	REIMBURSEMENT FOR STATION 96 SPRINKLER PARTS & DRYWALL WINGS FOR TP HOLDER REPAIR
4701	08/09/2023	Claims	2	106894	MEDSTAR CABULANCE, INC.	73,934.48	DIAL A RIDE/FIXED ROUTE - 07/2023
4709	08/14/2023	Claims	2	106895	ALBA ENTERPRISES	80.00	UB FORMS TRANSLATION SERVICE
4710	08/14/2023	Claims	2	106896	ALL AMERICAN PROPANE	252.21	FIRE DEPT PROPANE - 97.800 GALLONS - 07/25/2023
4711	08/14/2023	Claims	2	106897	AMERICAN MARKETING / D10 SIGNS	217.80	NEW COUNCIL MEMBER NAME PLATE - G. SEWELL
4712	08/14/2023	Claims	2	106898	AT&T MOBILITY	270.66	PD MODEMS - 07/2023
4713	08/14/2023	Claims	2	106899	ATLAS STAFFING INC	8,868.08	SEASONAL PARKS - WEEK WORKED 07/15/2023 - CARLS, PELCASTRE, RAMIREZ & VANDER HOUWEN; SEASONAL PARKS - WEEK WORKED 07/22/2023 - CARLS, PELCASTRE, RAMIREZ & VANDER HOWEN; SEASONAL PARKS - WEEK WORKED 07
4714	08/14/2023	Claims	2	106900	BAER TESTING, INC	212.00	LIBRARY & COMMUNITY CENTER TESTING - JOB #23-101 - WO#23-3024 - 07/24/2023
4715	08/14/2023	Claims	2	106901	BASIN DISPOSAL OF YAKIMA LLC	117,261.73	GARBAGE/RECYCLING SERVICE - 07/2023
4716	08/14/2023	Claims	2	106902	CANON FINACIAL SERVICES	186.28	PD COPIER - 07/2023
4717	08/14/2023	Claims	2	106903	MARIA LUPE CARDENAS	20.78	WATER DEPOSIT REFUND - UB ACCT #3428 - 115 PARK AVENUE
4718	08/14/2023	Claims	2	106904	CASCADE ENGINEERING SERVICES, INC.	1,330.00	RADAR CALIBRATION - 2023 - PYMT REISSUED DUE TO CK#106579 BEING REFUNDED TO CITY
4719	08/14/2023	Claims	2	106905	CASCADE INDUSTRIAL & HYD	7.84	908 O-RING & BRAKE/PARTS CLEANER
4720	08/14/2023	Claims	2	106906	CENTRAL PAVING, LLC	292,662.85	PROGRESS ESTIMATE NO. 01 & FINAL - LONGFIBRE ROAD RESURFACING PROJECT
4721	08/14/2023	Claims	2	106907	CENTRAL PRE-MIX CONCRETE CO.	156.28	2290 - 1 1/2-34" DRAIN ROCK - 8.34 TONS - 08/02/2023
4722	08/14/2023	Claims	2	106908	CENTRAL WA AG MUSEUM	8,928.67	AG MUSEUM UTILITIES - 06/2023; GENERAL MGR SERVICES - 07/2023 - P. STRATER, D. EVANS & C. REESE
4723	08/14/2023	Claims	2	106909	CENTRAL WASHINGTON ASPHALT	260,628.90	PROGRESS ESTIMATE NO. 01 - VALLEY MALL BLVD RESURFACING (PH 2)
4724	08/14/2023	Claims	2	106910	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES/MARKETING - 08/2023
4725	08/14/2023	Claims	2	106911	CHRISTENSEN, INC.	3,135.83	PD FUEL -
4726	08/14/2023	Claims	2	106912	CHURCH OF CHRIST	49.95	OVERPAYMENT REFUND - UB ACCT #4675 - 902 W. WASHINGTON AVENUE
4727	08/14/2023	Claims	2	106913	CI SHRED	200.49	CITY HALL SHRED SERVICE - 07/2023; PD SHRED SERVICE - 07/2023
4728	08/14/2023	Claims	2	106914	CINTAS CORP #605	71.99	CIVIC CENTER & PD MAT SERVICE - 07/28/2023

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:47:55 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4729	08/14/2023	Claims	2	106915	CITY OF UNION GAP	150.00	ACTIVITIES BLDG RENTAL 07/01/2023 - BLDG RENTAL VIOLATION - RESERVATION #5170
4730	08/14/2023	Claims	2	106916	CITY OF UNION GAP	150.00	YOUTH BARN RENTAL 07/29/2023 - BLDG RENTAL VIOLATION - RESERVATION #4822
4731	08/14/2023	Claims	2	106917	CITY OF YAKIMA	78,943.44	WHOLESALE SEWER 3 PARTY AGREEMENT - 06/2023
4732	08/14/2023	Claims	2	106918	COLEMAN OIL COMPANY	4,637.12	PW FUEL/CED FUEL - 07/2023
4733	08/14/2023	Claims	2	106919	CONCORD CONSTRUCTION, INC.	210,166.59	LIBRARY & COMMUNITY CENTER PROJECT - APPLICATION #2302-04 THRU 07/31/2023
4734	08/14/2023	Claims	2	106920	CONCRETE SPECIAL TIES, INC.	346.92	PEARL 7" DOUBLE ROW DIAMOND GRINDER WHEELS; SAFETY GLASSES - BLACK FRAME/SMOKE LENS
4735	08/14/2023	Claims	2	106921	COPIERS NORTHWEST	293.06	PD COPIER LEASE - 07/2023
4736	08/14/2023	Claims	2	106922	CORE & MAIN LP	25,295.30	5FT MEDALLION HYDRANT & 3/4" METERS/VALVES; 3/4" SL MACH10 WATER METERS; R900 BELT CLIP V3 TRANSCEIVER; GASKETS & MALE ADAPTERS
4737	08/14/2023	Claims	2	106923	CORRECT EQUIPMENT, INC	70.33	FUSES - AUTO 2A 58VDC
4738	08/14/2023	Claims	2	106924	CURTIS BLUE LINE	255.59	DARK NAVY POLYESTER SHORT SLEEVE SHIRT & BLACK MAVERICK BATTLE BELT - G.
4739	08/14/2023	Claims	2	106925	DAVEY WALKER EXCAVATING, LLC	1,030.66	WATER DEPOSIT REFUND - UB ACCT #13722 - 1251 MARKET STREET
4740	08/14/2023	Claims	2	106926	E3 SOLUTIONS, INC	32.46	SECURITY ALARM MONITORING - 3007 2ND STREET - 08/2023
4741	08/14/2023	Claims	2	106927	EUROFINS MICROBIOLOGY LABORATOIRES, INC	1,734.60	Y_DW-COLILERT COMPLIANCE - WORK ORDER #YDH0032 - 08/01/2023; Y_DW PB/CU-COMPLIANCE - WORK ORDER #YDG0554 - 07/18/2023
4742	08/14/2023	Claims	2	106928	EVERGREEN RURAL	1,290.00	FALL CONFERENCE 08/29/2023 - 08/31/2023 - D. HENNE, C. BUNTING & C. FIX
4743	08/14/2023	Claims	2	106929	GALLS, LLC	103.33	PURCHASE/RETURN OF BLAUER 6 POLYESTER TROUSER - G. COBB
4744	08/14/2023	Claims	2	106930	JUVEN GARCIA	190.00	TRANSLATION SERVICES - BLDG & PW INSPECTION CALL DOCUMENTS
4745	08/14/2023	Claims	2	106931	BRITTNEY GAUT	258.81	OVERPAYMENT REFUND - UB ACCT #9697 - 4004 2ND STREET
4746	08/14/2023	Claims	2	106932	GRANT J HUNT COMPANY	244.95	UNION GAP TRANSIT - 4TH OF JULY BUS SHUTTLE MARKETING - FACEBOOK ADS & FLYERS/POSTERS
4747	08/14/2023	Claims	2	106933	H.D. FOWLER COMPANY	31.87	SEAL PLATE O-RING FOR 10" & 12" M&H/KENNEDY GATE VALVE & INBOUND FREIGHT
4748	08/14/2023	Claims	2	106934	HLA ENGINEERING & LAND SURVEYING INC	75,335.93	PROFESSIONAL ENGINEER SERVICES - 07/2023

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:47:55 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 4

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4749	08/14/2023	Claims	2	106935	HYUNDAI OF YAKIMA	1,019.80	LUBE, OIL & FILTER - VEH #220; LUBE, OIL/FILTER & TIRE ROTATION - VEH #221; LOF, NEW SPARK PLUGS, TRANSMISSION FLUID FLUSH & NEW ENGINE AIR FILTER - VEH #9; LOF & BULB REPLACEMENT - VEH #15; LOF & WIP
4750	08/14/2023	Claims	2	106936	JUB ENGINEERS INC	33,465.56	LUBE, OIL/FILTER & TIRE ROTATION - VEH #221
4751	08/14/2023	Claims	2	106937	KELLEY CONNECT	135.30	OKI C330 TONNER CARTRIDGES - YELLOW, MAGENTA, CYAN & BLACK
4752	08/14/2023	Claims	2	106938	LOWES COMPANY INC	1,649.56	ADJUSTABLE SPANNER WRENCH; 3/4"X1/4" ADAPTER FITTING & BRASS Y SHUTOFF CONNECTOR FOR WA SWAMP COOLER; HISENSE 18000 BTU WINDOW AIR CONDITIONER & IRWIN 100-FT CHALK REEL; DRYER VENT HOOD, SILICONE CAU
4753	08/14/2023	Claims	2	106939	CHANTALIE MAMARIL	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 07/15/2023 - RESERVATION #5285
4754	08/14/2023	Claims	2	106940	SILVIA L. MARTINEZ	150.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 07/22/2023 - RESERVATION #5142
4755	08/14/2023	Claims	2	106941	MINUTEMAN PRESS	380.91	UB WATER DISCONNECT DOOR HANGERS & BUSINESS CARDS - G. SEWELL; UB STATEMENTS - 07/2023
4756	08/14/2023	Claims	2	106942	MORTONS SUPPLY	38.40	CAMLOCK FEMALE COUPLER, TEFLON TAPE & PURCHASE/RETURN OF CAMLOCK 2" MALE ADAPTERS XMALE/XFEMALE; 3 1/2" BAND CLAMPS & 2" BLUE DISCHARGE HOSE
4757	08/14/2023	Claims	2	106943	NEXTREQUEST	9,730.51	FOIA WORKFLOW PLATFORM ANNUAL SUBSCRIPTION - 08/30/2023 - 08/29/2024
4758	08/14/2023	Claims	2	106944	ROBERT R NORTHCOTT	1,050.00	PUBLIC DEFENDER
4759	08/14/2023	Claims	2	106945	OFFICE SOLUTIONS NORTHWEST	384.47	COPY PAPER & UB BILLING STATEMENT PAPER; COPY PAPER, FASTENERS, HP 962XL BLK INK CARTRIDGE, CANNED AIR, POST-IT NOTES, CALCULATOR RIBBON & SIGN HERE FLAGS
4760	08/14/2023	Claims	2	106946	ONE CALL CONCEPTS INC	34.24	UTILITY LOCATES - 07/2023
4761	08/14/2023	Claims	2	106947	OXARC INC	70.73	VGUARD 4 MIL NITRILE GLOVES - MEDIUM
4762	08/14/2023	Claims	2	106948	PACIFIC POWER	23,370.07	AREA LIGHTS - 07/2023 & WELLS - 07/2023; FIRE DEPT - 08/2023; CIVIC CAMPUS - 08/2023; LIFT STATIONS - 08/2023
4763	08/14/2023	Claims	2	106949	ERIC PIERCE	23.21	WATER DEPOSIT REFUND - UB ACCT #12400 - 4004 2ND STREET
4764	08/14/2023	Claims	2	106950	URIEL PINON	258.10	OVERPAYMENT REFUND - UB ACCT #13962 - 2117 S. 1ST AVENUE

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:47:55 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 5

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4765	08/14/2023	Claims	2	106951	PREMIER POWER SPORTS	17.45	INV #21284 SHORT PD IN ERROR 07/24/2023 - PD \$212.84 & SHOULD HAVE PD \$230.29
4766	08/14/2023	Claims	2	106952	PRO RENTALS & SALES, INC.	139.19	GRINDER RENTAL - 7-9" ANGLE ELECTRICT - 07/18/2023-07/31/2023
4767	08/14/2023	Claims	2	106953	RACOM CORPORATION	305.14	SVC LABOR - REMOVED MOTOROLA RADIO & INSTALLED KENWOOD - ACO/CODES VEHICLE
4768	08/14/2023	Claims	2	106954	MA GUADALUPE RAMIREZ	150.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 07/15/2023 - RESERVATION #4925
4769	08/14/2023	Claims	2	106955	TRACY RENECKER	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 07/20/2023 - RESERVATION #5223
4770	08/14/2023	Claims	2	106956	REPUBLIC PUBLISHING CO	162.40	NOTICE OF IN PERSON LTAC MEETING - 07/25/2023; SUMMARY OF ORDINANCES PASSED - NO. 3048
4771	08/14/2023	Claims	2	106957	RIO FOLTZ PLLC	8,500.00	CITY ATTORNEY - 07/2023
4772	08/14/2023	Claims	2	106958	JAMAL SARAMA	21.28	WATER DEPOSIT REFUND - UB ACCT #11452 - 530 RICHARDS CIRCLE
4773	08/14/2023	Claims	2	106959	SHERWIN-WILLIAMS COMPANY	453.57	5 PK GASKET RAC FOR STREET PAINTER & UG PICNIC GREEN PAINT FOR PARKS DEPT; PAINT - PRO PARK WB YELLOW & 8511 N95 RESPIRATORS
4774	08/14/2023	Claims	2	106960	COLEMAN D SHOGREN	18.23	EMPLOYEE EXPENSE REIMBURSEMENT FOR PD FUEL PURCHASE 08/04/2023 - C. SHOGREN
4775	08/14/2023	Claims	2	106961	SHUEL'S LUMBER CO.	359.66	4X4 - 12' PRESSURE TREATED POSTS
4776	08/14/2023	Claims	2	106962	STANDARD PAINT & FLOORING LLC	450.43	STREET PAINTER REPAIR - NEW FLUID PUMP INSTALLED
4777	08/14/2023	Claims	2	106963	AUDIE STEVENS	17.55	OVERPAYMENT REFUND - UB ACCT #4518 - 2115 S. 8TH AVENUE
4778	08/14/2023	Claims	2	106964	TAPIA WELDING	25.00	BUSINESS LICENSE REFUND - APPLICATION DENIED
4779	08/14/2023	Claims	2	106965	THE HOME DEPOT PRO	299.03	RENOWN GS HARD ROLL TOWELS & UNSCENTED SOAP REFILL PACKS
4780	08/14/2023	Claims	2	106966	THE JANITOR'S CLOSET	508.94	CIVIC CENTER SUPPLIES - HH TOWELS, M-FOLD TOWELS & TOILET PAPER
4781	08/14/2023	Claims	2	106967	THE PARTY CONNECTION, INC	638.97	2023 NATIONAL NIGHT OUT CANOPY TENT RENTALS - 08/01/2023
4782	08/14/2023	Claims	2	106968	THE REAL YELLOW PAGES	321.08	PARK AD - 07/2023
4783	08/14/2023	Claims	2	106969	PATRICK THOMPSON	164.90	MEDICARE PREMIUM - 08/2023
4784	08/14/2023	Claims	2	106970	TOWNSQUARE MEDIA	1,020.00	2023 PIONEER POWER SHOW & SWAP MEET RADIO ADS - 08/09/2023-08/19/2023
4785	08/14/2023	Claims	2	106971	U.S. CELLULAR	934.23	PD PHONE SERVICE - 07/2023
4786	08/14/2023	Claims	2	106972	U.S. LINEN & UNIFORM	570.61	PW UNIFORM SERVICE - 07/2023

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:47:55 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 6

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4787	08/14/2023	Claims	2	106973	UNION GAP WATER FUND & SEWER	16,010.16	FIRE DEPT - 107 W. AHTANUM ROAD - 07/2023; PARKS - 07/2023, CITY SHOP - 07/2023 & STREETS - 07/2023; CIVIC CAMPUS - 07/2023
4788	08/14/2023	Claims	2	106974	UNITED STATES POSTAL SERVICE	310.00	FIRST-CLASS RESORT ANNUAL MAILING FEE - PERMIT #100 - 09/03/2023-09/03/2024
4789	08/14/2023	Claims	2	106975	UNUM LIFE INSURANCE	135.30	LEOFF 1 LONG TERM CARE - 08/2023
4790	08/14/2023	Claims	2	106976	UPS	77.52	PD SHIPPING - 07/2023
4791	08/14/2023	Claims	2	106977	ELIZABETH VALDEZ	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 07/22/2023 - RESERVATION #5438
4792	08/14/2023	Claims	2	106978	VIC'S AUTO & SUPPLY UNION GAP - PW	28.56	INV #033024 PAID IN ERROR ON 07-24-2023 - INVOICE WAS NOT A CITY INVOICE; CIRCUIT, PRIMARY WIRE & FOOD GRADE GREASE
4793	08/14/2023	Claims	2	106979	WA STATE DEPT OF LICENSING	126.00	CPLS - JULY 2023
4794	08/14/2023	Claims	2	106980	WA STATE DEPT OF TRANSPORTATION	2,117.12	SIGNAL MAINTENANCE, REPAIR & ADDITIONS - 06/2023
4795	08/14/2023	Claims	2	106981	WA STATE DEPT OF TRANSPORTATION	558.30	MANUFACTURE & SHIP SIGNS - YIELD, NO UNAUTHORIZED VEHICLES BEYOND THIS POINT & NO OVERNIGHT PARKING
4796	08/14/2023	Claims	2	106982	WA STATE PATROL	26.50	BACKGROUND CHECKS - 07/2023
4797	08/14/2023	Claims	2	106983	WA STATE TREASURER	19,590.92	CJRS - 06/2023
4798	08/14/2023	Claims	2	106984	WEAVER DISTRIBUTING	29.52	HEX C/S ZINC BOLTS & HEX ZINC NUTS
4799	08/14/2023	Claims	2	106985	WILBERT PRECAST	32.40	2" GRADE RING
4800	08/14/2023	Claims	2	106986	BARRY M WOODARD	17,500.00	PUBLIC DEFENDER - 07/2023
4801	08/14/2023	Claims	2	106987	YAKIMA CITY TREASURER	7,104.69	YAKCORPS - 2023 - 2ND HALF
4802	08/14/2023	Claims	2	106988	YAKIMA CO AUDITOR	151.00	AUDITOR'S FILES #7144011 - 7144012 & 7143255 - 7143256 COPIES; UTILITY LIEN RELEASE RECORDING FEE 07/19/2023 - UB ACCT #12371 - 1921 S. 7TH AVE
4803	08/14/2023	Claims	2	106989	YAKIMA CO PUBLIC SERVICES	434.06	PW SHOP GAGARBAGE DISPOSAL - 9.36 TONS & AYP YARD WASTE - 1.01 TONS - 07/10/2023
4804	08/14/2023	Claims	2	106990	YAKIMA CO TREAS PROSECUTING	261.33	CVC-06/2023
4805	08/14/2023	Claims	2	106991	YAKIMA COOPERATIVE ASSN	148.80	PROPANE - 60.000 GALLONS - 07/19/2023
4806	08/14/2023	Claims	2	106992	YAKIMA HUMANE SOCIETY	7,400.00	ANIMAL CONTROL SERVICES - 05/2023 & 06/2023
4807	08/14/2023	Claims	2	106993	YAKIMA PRINTING COMPANY	89.81	HANG TAGS/SAFEKEEPING TAGS
4808	08/14/2023	Claims	2	106994	YAKIMA REG.CLEAN AIR AUTHORITY	659.50	2023 SUPPLEMENTAL INCOME PRO RATA SHARE - 3RD QTR
4809	08/14/2023	Claims	2	106995	YAKIMA WASTE SYSTEMS INC	663.53	WASTE SERVICE - 06/2023
						99,685.51	001 Current Expense Fund
						6,846.30	101 Street Fund
						9,123.62	107 Convention Center Reserve Fund
						3,662.40	108 Tourism Promotion Area Fund
						210,166.59	111 Library & Community Center Fund

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:47:55 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 7

Trans Date	Type	Acct #	War #	Claimant	Amount	Memo
				113 Fire Truck Reserve Fund	2,959.53	
				121 Street Development Reserve Fund	307,224.82	
				123 Criminal Justice Fund	5,729.52	
				128 Transit System Fund	74,196.08	
				130 Community Policing Fund	2,096.89	
				170 Housing Rehabilitation Fund	212.00	
				304 VMB Improvement Fund	275,394.98	
				305 Regional Beltway Connector Fund	70,714.12	
				401 Water Fund	51,354.66	
				402 Garbage Fund	127,193.45	
				403 Sewer Fund	90,792.51	
				405 Sewer Improvement Reserve	8,759.32	
				414 Water Deposits	1,095.93	
				630 General State/County-Shared Rev Fund	307.50	
				633 Crime Victims Comp Cnty Share	261.33	
				640 Court Revenue Fund	19,409.42	
					<hr/>	
					1,367,186.48	Claims: 1,367,186.48

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4300	07/18/2023	Claims	2	EFT	MERCHANT SERVICES	91.14	CREDIT CARD PAYMENTS FEE - 07/18/23
		401 - 534 50 49 00 - MISCELLANEOUS				30.38	
		403 - 535 50 49 00 - MISCELLANEOUS				30.38	
		402 - 537 50 49 00 - MISCELLANEOUS				30.38	
4321	07/25/2023	Claims	2	EFT	WA STATE DEPT OF REVENUE	16,318.46	EXCISE TAX - 06/2023
		001 - 521 21 31 00 - INVESTIGATION SUPPLIES				10.83	
		001 - 524 20 49 01 - EXTERNAL TAXES-BUILDING				89.26	
		401 - 534 50 49 01 - EXTERNAL TAXES				4,852.45	
		403 - 535 50 49 02 - EXTERNAL TAXES				2,851.35	
		402 - 537 50 49 01 - EXTERNAL TAXES				7,665.50	
		001 - 576 80 49 02 - EXTERNAL TAXES				849.07	
4323	07/19/2023	Claims	2	EFT	MERCHANT SERVICES	70.92	CREDIT CARD PAYMENTS FEE - 07/19/2023
		401 - 534 50 49 00 - MISCELLANEOUS				23.64	
		403 - 535 50 49 00 - MISCELLANEOUS				23.64	
		402 - 537 50 49 00 - MISCELLANEOUS				23.64	
4340	07/20/2023	Claims	2	EFT	MERCHANT SERVICES	33.60	CREDIT CARD PAYMENTS FEE - 07/20/23
		401 - 534 50 49 00 - MISCELLANEOUS				11.20	
		403 - 535 50 49 00 - MISCELLANEOUS				11.20	
		402 - 537 50 49 00 - MISCELLANEOUS				11.20	
4371	07/21/2023	Claims	2	EFT	MERCHANT SERVICES	13.36	CREDIT CARD PAYMENTS FEE - 07/21/2023
		401 - 534 50 49 00 - MISCELLANEOUS				4.45	
		403 - 535 50 49 00 - MISCELLANEOUS				4.45	
		402 - 537 50 49 00 - MISCELLANEOUS				4.46	
4372	07/22/2023	Claims	2	EFT	MERCHANT SERVICES	29.90	CREDIT CARD PAYMENTS FEE - 07/22/23
		401 - 534 50 49 00 - MISCELLANEOUS				9.97	
		403 - 535 50 49 00 - MISCELLANEOUS				9.96	
		402 - 537 50 49 00 - MISCELLANEOUS				9.97	
4425	07/25/2023	Claims	2	EFT	MERCHANT SERVICES	54.21	CREDIT CARD PAYMENT FEE 07/25/2023
		401 - 534 50 49 00 - MISCELLANEOUS				18.07	
		403 - 535 50 49 00 - MISCELLANEOUS				18.07	
		402 - 537 50 49 00 - MISCELLANEOUS				18.07	
4477	07/26/2023	Claims	2	EFT	MERCHANT SERVICES	292.75	CREDIT CARD PAYMENTS FEE - 07/26/2023
		401 - 534 50 49 00 - MISCELLANEOUS				97.58	
		403 - 535 50 49 00 - MISCELLANEOUS				97.58	
		402 - 537 50 49 00 - MISCELLANEOUS				97.59	
4478	07/27/2023	Claims	2	EFT	MERCHANT SERVICES	15.14	CREDIT CARD PAYMENTS FEE - 07/27/2023
		401 - 534 50 49 00 - MISCELLANEOUS				5.05	
		403 - 535 50 49 00 - MISCELLANEOUS				5.05	
		402 - 537 50 49 00 - MISCELLANEOUS				5.04	
4519	08/01/2023	Claims	2	EFT	MERCHANT SERVICES	228.86	CREDIT CARD PAYMENTS FEE - 07/2023
		401 - 534 50 49 00 - MISCELLANEOUS				76.29	
		403 - 535 50 49 00 - MISCELLANEOUS				76.29	
		402 - 537 50 49 00 - MISCELLANEOUS				76.28	
4525	08/07/2023	Claims	2	EFT	XPRESS BILL PAY		WRONG AMOUNT
4544	08/03/2023	Claims	2	EFT	CHASE PAYMENTECH	1,365.49	CREDIT CARD PAYMENTS FEE - 07/2023
		001 - 524 20 49 00 - MISCELLANEOUS-BUILDING				93.10	
		401 - 534 50 49 00 - MISCELLANEOUS				393.10	
		403 - 535 50 49 00 - MISCELLANEOUS				393.10	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 2

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			402 - 537 50 49 00 - MISCELLANEOUS			393.10	
			001 - 558 60 49 00 - MISCELLANEOUS			93.09	
4548	08/07/2023	Claims	2	EFT	XPRESS BILL PAY		862.29 ONLINE PAYMENTS FEE - 07/2023
			401 - 534 50 49 00 - MISCELLANEOUS			287.43	
			403 - 535 50 49 00 - MISCELLANEOUS			287.43	
			402 - 537 50 49 00 - MISCELLANEOUS			287.43	
4584	08/07/2023	Claims	2	EFT	US BANK - CHECKING		150.00 INV MAINT FEE - 07/2023
			001 - 514 23 49 00 - MISCELLANEOUS			150.00	
4702	08/14/2023	Claims	2	EFT	CENTURY LINK		1,172.03 FIRE DEPT - 07/2023; SENIOR CENTER - 07/2023; CIVIC CENTER PHONE & FAX LINE - 07/2023; PUBLIC WORKS - 07/2023; CIVIC CENTER TRUNK SVC - 07/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			14.04	
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			30.90	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			19.59	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			43.10	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			17.61	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			38.75	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			8.52	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			18.75	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			178.36	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			392.41	
			001 - 522 10 42 00 - COMMUNICATION			68.72	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			9.00	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			19.79	
			401 - 534 50 42 00 - COMMUNICATION			36.33	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			8.16	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			17.95	
			403 - 535 50 42 00 - COMMUNICATION			36.33	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			5.94	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			13.03	
			402 - 537 50 42 00 - COMMUNICATION			36.33	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			0.62	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			1.37	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			1.12	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			2.47	
			101 - 543 30 42 00 - COMMUNICATION			36.34	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			3.00	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			6.59	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN:			5.52	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRAN:			2.51	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			17.17	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			7.80	
			001 - 571 21 42 00 - COMMUNICATION			66.44	
			001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK			5.14	
			001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK			2.33	
4703	08/14/2023	Claims	2	EFT	OFFICE DEPOT-CITY HALL		56.17 CALCULATOR PAPER, GEL PENS, 0.7MM LEAD & 3X5 POST-IT NOTES; ALURATEK AUOCR200 CARD READER FOR PUBLIC RECORDS
			001 - 513 10 31 00 - SUPPLIES			1.42	
			001 - 513 10 31 00 - SUPPLIES			0.75	
			001 - 514 23 31 00 - SUPPLIES			0.75	
			001 - 514 23 31 00 - SUPPLIES			19.47	
			001 - 514 30 31 00 - SUPPLIES			27.81	
			001 - 514 30 31 00 - SUPPLIES			0.75	
			001 - 524 20 31 00 - SUPPLIES-BUILDING			0.75	
			401 - 534 50 31 00 - SUPPLIES			0.75	
			403 - 535 50 31 00 - SUPPLIES			0.75	
			402 - 537 50 31 00 - SUPPLIES			0.75	
			101 - 542 30 31 00 - SUPPLIES			0.75	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 3

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 558 60 31 00 - SUPPLIES			0.75	
			001 - 576 80 31 00 - SUPPLIES			0.72	
4704	08/14/2023	Claims	2	EFT	OFFICE DEPOT-PD	372.47	COPY PAPER; BINDERS, COPY PAPER, PACKAGING TAPE, BIC WITE-OUT CORRECTION TAPE & BLK GEL PENS; SMEAD LETTER SIZED CLASSIFICATION FOLDERS
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			162.11	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			63.34	
			001 - 521 10 31 01 - PD CLERICAL SUPPLIES			147.02	
4705	08/14/2023	Claims	2	EFT	US BANK CARDMEMBER SVC	11,679.15	CENTRAL WA FAIR ASSOCIATION COMMEMORATIVE BRICK - LARGE CORP LOGO BRICK 8"X8"; LUNCHEON WITH DIRECTOR OF YAKIMA AIRPORT 06/22/2023 - J. HODKINSON & S. BOUNDS; ALARM LOCK DL2700 WP TRILOGY DIGITAL KEYP
			001 - 511 60 49 00 - MISCELLANEOUS			35.00	
			001 - 511 60 49 00 - MISCELLANEOUS			8.91	
			001 - 513 10 31 00 - SUPPLIES			500.00	
			001 - 513 10 49 01 - MISCELLANEOUS			35.00	
			001 - 514 23 31 00 - SUPPLIES			4.35	
			001 - 517 91 31 00 - SUPPLIES			35.24	
			001 - 521 10 21 00 - PD ADMIN UNIFORMS & EQUIP			-99.54	
			001 - 521 10 31 00 - PD ADMIN SUPPLIES			433.88	
			001 - 521 21 21 00 - INVESTIGATION UNIFORMS & E			121.32	
			001 - 521 21 21 00 - INVESTIGATION UNIFORMS & E			18.37	
			001 - 521 21 43 00 - INVESTIGATION TRAVEL			31.44	
			001 - 521 22 21 00 - PATROL UNIFORMS & EQUIPMI			134.47	
			123 - 521 22 21 23 - CJ UNIFORMS & EQUIP			5,729.52	
			001 - 521 22 31 00 - PATROL SUPPLIES			162.44	
			001 - 521 22 31 00 - PATROL SUPPLIES			33.53	
			001 - 521 22 31 00 - PATROL SUPPLIES			8.87	
			130 - 521 30 31 30 - SUPPLIES			21.94	
			130 - 521 30 31 30 - SUPPLIES			616.58	
			130 - 521 30 31 30 - SUPPLIES			23.74	
			001 - 521 40 31 00 - PD TRAINING SUPPLIES			38.92	
			001 - 521 40 43 00 - PD TRAINING TRAVEL			22.02	
			001 - 521 50 31 00 - PD FACILITIES SUPPLIES			287.17	
			001 - 521 50 31 00 - PD FACILITIES SUPPLIES			17.62	
			001 - 522 50 35 00 - FD FACILITIES - SMALL TOOLS &			129.71	
			401 - 534 50 31 00 - SUPPLIES			27.04	
			401 - 534 50 49 00 - MISCELLANEOUS			179.50	
			403 - 535 50 31 00 - SUPPLIES			27.04	
			403 - 535 50 49 00 - MISCELLANEOUS			108.50	
			402 - 537 50 31 00 - SUPPLIES			27.04	
			113 - 594 22 64 13 - MACHINERY & EQUIPMENT			2,246.18	
			113 - 594 22 64 13 - MACHINERY & EQUIPMENT			974.92	
			113 - 594 22 64 13 - MACHINERY & EQUIPMENT			186.10	
			113 - 594 22 64 13 - MACHINERY & EQUIPMENT			127.62	
			113 - 594 22 64 13 - MACHINERY & EQUIPMENT			-575.29	
4706	08/14/2023	Claims	2	EFT	VERIZON WIRELESS - CH #742100945-0001	384.01	CITY HALL CELL SERVICE - 07/2023
			001 - 511 60 42 01 - COMMUNICATION			332.04	
			001 - 513 10 42 01 - COMMUNICATION			51.97	
4707	08/14/2023	Claims	2	EFT	VERIZON WIRELESS - PD2#672326319	480.56	PD MODEMS - 07/2023
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			480.56	
4708	08/14/2023	Claims	2	EFT	VERIZON WIRELESS - PW #542075407	405.01	PW & BLDG/PLANNING CELL SERVICE - 07/2023

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 4

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 524 20 42 00 -		COMMUNICATION-BUILDING	20.96	
			401 - 534 50 42 00 -		COMMUNICATION	72.62	
			403 - 535 50 42 00 -		COMMUNICATION	72.62	
			402 - 537 50 42 00 -		COMMUNICATION	72.62	
			101 - 542 30 42 00 -		COMMUNICATIONS	72.62	
			001 - 558 60 42 00 -		COMMUNICATION	20.96	
			001 - 576 80 42 00 -		COMMUNICATION	72.61	
4503	08/01/2023	Claims	2	106883	509 JUMPERS, LLC	395.66	NATIONAL NIGHT OUT WATER SLIDE/BOUNCE HOUSE RENTAL - 08/01/2023
			130 - 521 30 45 00 -		RENTALS & LEASES	395.66	
4504	08/01/2023	Claims	2	106884	DANIEL MARTIN HOLMES	400.00	NATIONAL NIGHT OUT D.J. - 08/01/2023
			130 - 521 30 41 01 -		PROFESSIONAL SERVICES	400.00	
4589	08/08/2023	Claims	2	106885	JONATHAN HOOD	33.98	REIMBURSEMENT FOR STATION 96 SPRINKLER PARTS & DRYWALL WINGS FOR TP HOLDER REPAIR
			001 - 522 50 48 00 -		FD FACILITIES - REPAIRS & MAINT	33.98	
4701	08/09/2023	Claims	2	106894	MEDSTAR CABULANCE, INC.	73,934.48	DIAL A RIDE/FIXED ROUTE - 07/2023
			128 - 547 10 49 00 -		TRANSIT SERVICE PAYMENT	73,934.48	
4709	08/14/2023	Claims	2	106895	ALBA ENTERPRISES	80.00	UB FORMS TRANSLATION SERVICE
			401 - 534 50 41 00 -		PROFESSIONAL SERVICES	26.66	
			403 - 535 50 41 00 -		PROFESSIONAL SERVICES	26.67	
			402 - 537 50 41 00 -		PROFESSIONAL SERVICES	26.67	
4710	08/14/2023	Claims	2	106896	ALL AMERICAN PROPANE	252.21	FIRE DEPT PROPANE - 97.800 GALLONS - 07/25/2023
			001 - 522 50 47 00 -		FD FACILITIES - UTILITIES	252.21	
4711	08/14/2023	Claims	2	106897	AMERICAN MARKETING / D10 SIGNS	217.80	NEW COUNCIL MEMBER NAME PLATE - G. SEWELL
			001 - 511 60 31 01 -		SUPPLIES	217.80	
4712	08/14/2023	Claims	2	106898	AT&T MOBILITY	270.66	PD MODEMS - 07/2023
			001 - 521 10 42 00 -		PD ADMIN COMMUNICATIONS	270.66	
4713	08/14/2023	Claims	2	106899	ATLAS STAFFING INC	8,868.08	SEASONAL PARKS - WEEK WORKED 07/15/2023 - CARLS, PELCASTRE, RAMIREZ & VANDER HOUWEN; SEASONAL PARKS - WEEK WORKED 07/22/2023 - CARLS, PELCASTRE, RAMIREZ & VANDER HOUWEN; SEASONAL PARKS - WEEK WORKED 07
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES-ATLA	4,141.90	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES-ATLA	2,648.74	
			001 - 576 80 41 00 -		PROFESSIONAL SERVICES-ATLA	2,077.44	
4714	08/14/2023	Claims	2	106900	BAER TESTING, INC	212.00	LIBRARY & COMMUNITY CENTER TESTING - JOB #23-101 - WO#23-3024 - 07/24/2023
			170 - 594 72 62 43 -		LIBRARY & COMMUNITY CENTE	212.00	
4715	08/14/2023	Claims	2	106901	BASIN DISPOSAL OF YAKIMA LLC	117,261.73	GARBAGE/RECYCLING SERVICE - 07/2023
			402 - 537 60 49 00 -		CONTRACTED SERVICES	117,261.73	
4716	08/14/2023	Claims	2	106902	CANON FINACIAL SERVICES	186.28	PD COPIER - 07/2023
			001 - 591 21 70 09 -		SBITA TECH LEASE - POLICE	186.28	
4717	08/14/2023	Claims	2	106903	MARIA LUPE CARDENAS	20.78	WATER DEPOSIT REFUND - UB ACCT #3428 - 115 PARK AVENUE
			414 - 582 10 04 14 -		DEPOSIT REFUND	20.78	Refund Utility Deposit

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 5

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4718	08/14/2023	Claims	2	106904	CASCADE ENGINEERING SERVICES, INC.	1,330.00	RADAR CALIBRATION - 2023 - PYMT REISSUED DUE TO CK#106579 BEING REFUNDED TO CITY
					001 - 521 22 48 00 - PATROL REPAIRS & MAINT	1,330.00	
4719	08/14/2023	Claims	2	106905	CASCADE INDUSTRIAL & HYD LLC	7.84	908 O-RING & BRAKE/PARTS CLEANER
					401 - 534 50 31 00 - SUPPLIES	7.84	
4720	08/14/2023	Claims	2	106906	CENTRAL PAVING, LLC	292,662.85	PROGRESS ESTIMATE NO. 01 & FINAL - LONGFIBRE ROAD RESURFACING PROJECT
					121 - 595 30 64 55 - LONGFIBRE RD RESURFACING-C	292,662.85	
4721	08/14/2023	Claims	2	106907	CENTRAL PRE-MIX CONCRETE CO.	156.28	2290 - 1 1/2-34" DRAIN ROCK - 8.34 TONS - 08/02/2023
					401 - 534 50 31 00 - SUPPLIES	156.28	
4722	08/14/2023	Claims	2	106908	CENTRAL WA AG MUSEUM	8,928.67	AG MUSEUM UTILITIES - 06/2023; GENERAL MGR SERVICES - 07/2023 - P. STRATER, D. EVANS & C. REESE
					107 - 557 30 41 06 - ADMINISTRATOR SALARIES-AG	6,000.00	
					107 - 571 00 42 00 - COMMUNICATION-AG MUSEUM	173.35	
					107 - 571 00 47 00 - UTILITIES-AG MUSEUM	2,755.32	
4723	08/14/2023	Claims	2	106909	CENTRAL WASHINGTON ASPHALT	260,628.90	PROGRESS ESTIMATE NO. 01 - VALLEY MALL BLVD RESURFACING (PH 2)
					304 - 595 30 65 02 - VMB - CONSTRUCTION	260,628.90	
4724	08/14/2023	Claims	2	106910	CENTRAL WASHINGTON FAIR ASSOC.	2,500.00	SFP SALES/MARKETING - 08/2023
					108 - 557 30 44 01 - ADVERTISING-STATE FAIR PARK	2,500.00	
4725	08/14/2023	Claims	2	106911	CHRISTENSEN, INC.	3,135.83	PD FUEL - 07/16/2023-07/31/2023
					001 - 521 10 32 00 - PD ADMIN FUEL	583.48	
					001 - 521 21 32 00 - INVESTIGATION FUEL	360.15	
					001 - 521 22 32 00 - PATROL FUEL	2,192.20	
4726	08/14/2023	Claims	2	106912	CHURCH OF CHRIST	49.95	OVERPAYMENT REFUND - UB ACCT #4675 - 902 W. WASHINGTON AVENUE
					401 - 582 10 04 01 - 210-10) WATER REFUNDS	49.95	
4727	08/14/2023	Claims	2	106913	CI SHRED	200.49	CITY HALL SHRED SERVICE - 07/2023; PD SHRED SERVICE - 07/2023
					001 - 511 60 41 01 - PROFESSIONAL SERVICES	16.93	
					001 - 513 10 41 01 - PROFESSIONAL SERVICES	16.93	
					001 - 514 23 41 00 - PROFESSIONAL SERVICES	16.93	
					001 - 514 30 41 00 - PROFESSIONAL SERVICES	16.93	
					001 - 521 50 41 00 - PD FACILITIES PROFESSIONAL S	99.14	
					001 - 524 20 41 00 - PROFESSIONAL SERVICES-BUILD	8.46	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	3.39	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	3.39	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	3.39	
					101 - 542 30 41 00 - PROFESSIONAL SERVICES	3.39	
					001 - 558 60 41 00 - PROFESSIONAL SERVICES	8.46	
					001 - 576 80 41 03 - PROFESSIONAL SERVICES	3.15	
4728	08/14/2023	Claims	2	106914	CINTAS CORP #605	71.99	CIVIC CENTER & PD MAT SERVICE - 07/28/2023
					001 - 513 10 48 01 - CIVIC CAMPUS MAINTENANCE-	3.63	
					001 - 514 23 48 01 - CIVIC CAMPUS MAINTENANCE-	5.06	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 6

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 514 30 48 01		- CIVIC CAMPUS MAINTENANCE-	4.55	
			001 - 515 31 48 00		- CIVIC CAMPUS MAINTENANCE-	2.20	
			001 - 521 50 48 01		- PD FACILITIES CIVIC CAMPUS M	46.09	
			001 - 524 20 48 01		- CIVIC CAMPUS MAINTENANCE-	2.32	
			401 - 534 50 48 01		- CIVIC CAMPUS MAINTENANCE-	2.11	
			403 - 535 50 48 01		- CIVIC CAMPUS MAINTENANCE-	1.54	
			402 - 537 50 48 01		- CIVIC CAMPUS MAINTENANCE-	0.16	
			101 - 542 30 48 01		- CIVIC CAMPUS MAINTENANCE-	0.29	
			101 - 543 30 48 01		- CIVIC CAMPUS MAINTENANCE-	0.77	
			128 - 547 10 48 01		- CIVIC CAMPUS MAINTENANCE-	0.65	
			001 - 558 60 48 01		- CIVIC CAMPUS MAINTENANCE-	2.02	
			001 - 576 80 48 01		- CIVIC CAMPUS MAINTENANCE	0.60	
4729	08/14/2023	Claims	2	106915	CITY OF UNION GAP		150.00 ACTIVITIES BLDG RENTAL 07/01/2023 - BLDG RENTAL VIOLATION - RESERVATION #5170
			001 - 582 10 00 03		- PARK DEPOSIT REFUND	150.00	
4730	08/14/2023	Claims	2	106916	CITY OF UNION GAP		150.00 YOUTH BARN RENTAL 07/29/2023 - BLDG RENTAL VIOLATION - RESERVATION #4822
			001 - 582 10 00 03		- PARK DEPOSIT REFUND	150.00	
4731	08/14/2023	Claims	2	106917	CITY OF YAKIMA		78,943.44 WHOLESALE SEWER 3 PARTY AGREEMENT - 06/2023
			403 - 535 50 41 03		- INTERGOVERNMENTAL PROFES	78,943.44	
4732	08/14/2023	Claims	2	106918	COLEMAN OIL COMPANY		4,637.12 PW FUEL/CED FUEL - 07/2023
			001 - 524 20 32 00		- FUEL-BUILDING	23.64	
			001 - 524 20 32 00		- FUEL-BUILDING	-0.10	
			001 - 524 20 32 00		- FUEL-BUILDING	31.68	
			001 - 524 20 32 00		- FUEL-BUILDING	-0.14	
			403 - 531 30 32 00		- STORMWATER FUEL	331.70	
			403 - 531 30 32 00		- STORMWATER FUEL	-1.53	
			401 - 534 50 32 00		- FUEL	1,199.84	
			401 - 534 50 32 00		- FUEL	-5.58	
			401 - 534 50 32 00		- FUEL	23.64	
			401 - 534 50 32 00		- FUEL	-0.10	
			403 - 535 50 32 00		- FUEL	1,136.36	
			403 - 535 50 32 00		- FUEL	-5.28	
			403 - 535 50 32 00		- FUEL	23.64	
			403 - 535 50 32 00		- FUEL	-0.10	
			402 - 537 50 32 00		- FUEL	108.44	
			402 - 537 50 32 00		- FUEL	-0.50	
			101 - 542 30 32 00		- FUEL	489.89	
			101 - 542 30 32 00		- FUEL	-2.28	
			101 - 542 30 32 00		- FUEL	23.62	
			101 - 542 30 32 00		- FUEL	-0.11	
			101 - 542 66 32 00		- FUEL	216.35	
			101 - 542 66 32 00		- FUEL	-1.01	
			101 - 542 67 32 00		- FUEL	60.86	
			101 - 542 67 32 00		- FUEL	-0.28	
			101 - 542 70 32 00		- FUEL	297.78	
			101 - 542 70 32 00		- FUEL	-1.39	
			128 - 547 10 32 00		- FUEL CONSUMED	141.30	
			128 - 547 10 32 00		- FUEL CONSUMED	-0.66	
			001 - 558 60 32 00		- FUEL	23.64	
			001 - 558 60 32 00		- FUEL	-0.10	
			001 - 558 60 32 00		- FUEL	31.67	
			001 - 558 60 32 00		- FUEL	-0.14	
			001 - 576 80 32 00		- FUEL	494.65	
			001 - 576 80 32 00		- FUEL	-2.28	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 7

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4733	08/14/2023	Claims	2	106919	CONCORD CONSTRUCTION, INC.	210,166.59	LIBRARY & COMMUNITY CENTER PROJECT - APPLICATION #2302-04 THRU 07/31/2023
					111 - 594 72 60 43 - LIBRARY/COMM CENTER-CONS	210,166.59	
4734	08/14/2023	Claims	2	106920	CONCRETE SPECIAL TIES, INC.	346.92	PEARL 7" DOUBLE ROW DIAMOND GRINDER WHEELS; SAFETY GLASSES - BLACK FRAME/SMOKE LENS
					401 - 534 50 31 00 - SUPPLIES	15.13	
					403 - 535 50 31 00 - SUPPLIES	15.13	
					402 - 537 50 31 00 - SUPPLIES	15.13	
					101 - 542 30 31 00 - SUPPLIES	271.26	
					101 - 542 30 31 00 - SUPPLIES	15.13	
					001 - 576 80 31 00 - SUPPLIES	15.14	
4735	08/14/2023	Claims	2	106921	COPIERS NORTHWEST	293.06	PD COPIER LEASE - 07/2023
					001 - 591 21 70 09 - SBITA TECH LEASE - POLICE	293.06	
4736	08/14/2023	Claims	2	106922	CORE & MAIN LP	25,295.30	5FT MEDALLION HYDRANT & 3/4" METERS/VALVES; 3/4" SL MACH10 WATER METERS; R900 BELT CLIP V3 TRANSCIEVER; GASKETS & MALE ADAPTERS
					401 - 534 50 31 00 - SUPPLIES	16,223.70	
					401 - 534 50 31 00 - SUPPLIES	2,528.64	
					401 - 534 50 31 00 - SUPPLIES	313.24	
					401 - 534 50 35 00 - SMALL TOOLS & EQUIPMENT	3,114.86	
					403 - 535 50 35 00 - SMALL TOOLS & EQUIPMENT	3,114.86	
4737	08/14/2023	Claims	2	106923	CORRECT EQUIPMENT, INC	70.33	FUSES - AUTO 2A 58VDC
					401 - 534 50 31 00 - SUPPLIES	70.33	
4738	08/14/2023	Claims	2	106924	CURTIS BLUE LINE	255.59	DARK NAVY POLYESTER SHORT SLEEVE SHIRT & BLACK MAVERICK BATTLE BELT - G. COBB
					001 - 521 10 21 00 - PD ADMIN UNIFORMS & EQUIP	255.59	
4739	08/14/2023	Claims	2	106925	DAVEY WALKER EXCAVATING, LLC	1,030.66	WATER DEPOSIT REFUND - UB ACCT #13722 - 1251 MARKET STREET
					414 - 582 10 04 14 - DEPOSIT REFUND	1,030.66	Refund Utility Deposit
4740	08/14/2023	Claims	2	106926	E3 SOLUTIONS, INC	32.46	SECURITY ALARM MONITORING - 3007 2ND STREET - 08/2023
					001 - 521 50 41 00 - PD FACILITIES PROFESSIONAL S	32.46	
4741	08/14/2023	Claims	2	106927	EUROFINS MICROBIOLOGY LABORATOIRES, INC	1,734.60	Y_DW-COLILERT COMPLIANCE - WORK ORDER #YDH0032 - 08/01/2023; Y_DW PB/CU-COMPLIANCE - WORK ORDER #YDG0554 - 07/18/2023
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	170.10	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	1,564.50	
4742	08/14/2023	Claims	2	106928	EVERGREEN RURAL	1,290.00	FALL CONFERENCE 08/29/2023 - 08/31/2023 - D. HENNE, C. BUNTING & C. FIX
					401 - 534 50 49 00 - MISCELLANEOUS	1,290.00	
4743	08/14/2023	Claims	2	106929	GALLS, LLC	103.33	PURCHASE/RETURN OF BLAUER 6 POLYESTER TROUSER - G. COBB
					001 - 521 10 21 00 - PD ADMIN UNIFORMS & EQUIP	103.33	
4744	08/14/2023	Claims	2	106930	JUVEN GARCIA	190.00	TRANSLATION SERVICES - BLDG & PW INSPECTION CALL DOCUMENTS
					001 - 524 20 41 05 - PROF SERVICES - SPANISH DOC	95.00	
					401 - 534 50 41 05 - PROF SERVICES-SPANISH DOCL	31.67	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 8

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			403 - 535 50 41 06 - PROF SERVICES-SPANISH DOCL			31.67	
			101 - 542 30 41 05 - PROF SERVICES-SPANISH DOCL			31.66	
4745	08/14/2023	Claims	2	106931	BRITTNEY GAUT	258.81	OVERPAYMENT REFUND - UB ACCT #9697 - 4004 2ND STREET
			401 - 582 10 04 01 - 210-10) WATER REFUNDS			258.81	
4746	08/14/2023	Claims	2	106932	GRANT J HUNT COMPANY	244.95	UNION GAP TRANSIT - 4TH OF JULY BUS SHUTTLE MARKETING - FACEBOOK ADS & FLYERS/POSTERS
			107 - 557 30 41 01 - PROF SERVICES-GRANT J HUNT			100.00	
			108 - 557 30 44 10 - ADVERTISING-GRANT J HUNT			50.00	
			107 - 557 30 49 00 - MISCELLANEOUS			94.95	
4747	08/14/2023	Claims	2	106933	H.D. FOWLER COMPANY	31.87	SEAL PLATE O-RING FOR 10"&12" M&H/KENNEDY GATE VALVE & INBOUND FREIGHT
			401 - 534 50 31 00 - SUPPLIES			31.87	
4748	08/14/2023	Claims	2	106934	HLA ENGINEERING & LAND SURVEYING INC	75,335.93	PROFESSIONAL ENGINEER SERVICES - 07/2023
			405 - 594 35 41 54 - BELTWAY SEWER EXT-PE			6,190.00	
			405 - 594 38 64 25 - AHTANUM/MAIN ST STORMWF			2,569.32	
			121 - 595 10 41 55 - LONGFIBRE RD RESURFACING-F			14,561.97	
			304 - 595 30 65 02 - VMB - CONSTRUCTION			14,766.08	
			305 - 595 30 65 26 - REGIONAL BELTWAY - CONSTRI			37,248.56	
4749	08/14/2023	Claims	2	106935	HYUNDAI OF YAKIMA	1,019.80	LUBE, OIL & FILTER - VEH #220; LUBE, OIL/FILTER & TIRE ROTATION - VEH #221; LOF, NEW SPARK PLUGS, TRANSMISSION FLUID FLUSH & NEW ENGINE AIR FILTER - VEH #9; LOF & BULB REPLACEMENT - VEH #15; LOF & WIP
			001 - 521 22 48 00 - PATROL REPAIRS & MAINT			45.44	
			001 - 521 22 48 00 - PATROL REPAIRS & MAINT			45.44	
			001 - 521 22 48 00 - PATROL REPAIRS & MAINT			829.22	
			001 - 521 22 48 00 - PATROL REPAIRS & MAINT			34.67	
			001 - 521 22 48 00 - PATROL REPAIRS & MAINT			65.03	
4750	08/14/2023	Claims	2	106936	JUB ENGINEERS INC	33,465.56	LUBE, OIL/FILTER & TIRE ROTATION - VEH #221
			305 - 595 10 41 26 - REGIONAL BELTWAY-PE			33,465.56	
4751	08/14/2023	Claims	2	106937	KELLEY CONNECT	135.30	OKI C330 TONNER CARTRIDGES - YELLOW, MAGENTA, CYAN & BLACK
			001 - 514 23 31 00 - SUPPLIES			27.06	
			001 - 514 30 31 00 - SUPPLIES			27.06	
			401 - 534 50 31 00 - SUPPLIES			27.06	
			403 - 535 50 31 00 - SUPPLIES			27.06	
			402 - 537 50 31 00 - SUPPLIES			27.06	
4752	08/14/2023	Claims	2	106938	LOWES COMPANY INC	1,649.56	ADJUSTABLE SPANNER WRENCH; 3/4"X1/4" ADAPTER FITTING & BRASS Y SHUTOFF CONNECTOR FOR WA SWAMP COOLER; HISENSE 18000 BTU WINDOW AIR CONDITIONER & IRWIN 100-FT CHALK REEL; DRYER VENT HOOD, SILICONE CAU
			401 - 534 50 35 00 - SMALL TOOLS & EQUIPMENT			12.34	
			401 - 534 50 35 00 - SMALL TOOLS & EQUIPMENT			648.18	
			401 - 534 50 35 00 - SMALL TOOLS & EQUIPMENT			698.59	
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			20.44	
			401 - 534 50 48 00 - REPAIRS & MAINTENANCE			56.00	
			101 - 542 30 31 00 - SUPPLIES			195.50	
			101 - 542 64 31 00 - SUPPLIES			18.51	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 9

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4753	08/14/2023	Claims	2	106939	CHANTALIE MAMARIL	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 07/15/2023 - RESERVATION #5285
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	150.00	
4754	08/14/2023	Claims	2	106940	SILVIA L. MARTINEZ	150.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 07/22/2023 - RESERVATION #5142
					001 - 582 10 00 03 - PARK DEPOSIT REFUND	150.00	
4755	08/14/2023	Claims	2	106941	MINUTEMAN PRESS	380.91	UB WATER DISCONNECT DOOR HANGERS & BUSINESS CARDS - G. SEWELL; UB STATEMENTS - 07/2023
					001 - 511 60 31 01 - SUPPLIES	66.73	
					401 - 534 50 31 00 - SUPPLIES	41.52	
					401 - 534 50 41 00 - PROFESSIONAL SERVICES	63.20	
					403 - 535 50 31 00 - SUPPLIES	41.52	
					403 - 535 50 41 00 - PROFESSIONAL SERVICES	63.20	
					402 - 537 50 31 00 - SUPPLIES	41.53	
					402 - 537 50 41 00 - PROFESSIONAL SERVICES	63.21	
4756	08/14/2023	Claims	2	106942	MORTONS SUPPLY	38.40	CAMLOCK FEMALE COUPLER, TEFLON TAPE & PURCHASE/RETURN OF CAMLOCK 2" MALE ADAPTERS XMALE/XFEMALE; 3 1/2" BAND CLAMPS & 2" BLUE DISCHARGE HOSE
					401 - 534 50 31 00 - SUPPLIES	16.46	
					401 - 534 50 31 00 - SUPPLIES	21.94	
4757	08/14/2023	Claims	2	106943	NEXTREQUEST	9,730.51	FOIA WORKFLOW PLATFORM ANNUAL SUBSCRIPTION - 08/30/2023 - 08/29/2024
					001 - 591 88 77 09 - NEXTREQUEST SUPPORT	9,730.51	
4758	08/14/2023	Claims	2	106944	ROBERT R NORTHCOTT	1,050.00	PUBLIC DEFENDER
					001 - 515 91 41 03 - LEGAL SERVICES-PUBLIC DEFEN	1,050.00	
4759	08/14/2023	Claims	2	106945	OFFICE SOLUTIONS NORTHWEST	384.47	COPY PAPER & UB BILLING STATEMENT PAPER; COPY PAPER, FASTENERS, HP 962XL BLK INK CARTRIDGE, CANNED AIR, POST-IT NOTES, CALCULATOR RIBBON & SIGN HERE FLAGS
					001 - 511 60 31 01 - SUPPLIES	0.12	
					001 - 511 60 31 01 - SUPPLIES	0.14	
					001 - 513 10 31 00 - SUPPLIES	0.95	
					001 - 513 10 31 00 - SUPPLIES	1.12	
					001 - 514 23 31 00 - SUPPLIES	9.45	
					001 - 514 23 31 00 - SUPPLIES	20.67	
					001 - 514 23 31 00 - SUPPLIES	50.72	
					001 - 514 23 31 00 - SUPPLIES	6.47	
					001 - 514 23 31 00 - SUPPLIES	26.96	
					001 - 514 23 31 00 - SUPPLIES	9.50	
					001 - 514 30 31 00 - SUPPLIES	21.92	
					001 - 514 30 31 00 - SUPPLIES	20.66	
					001 - 514 30 31 00 - SUPPLIES	6.47	
					001 - 514 30 31 00 - SUPPLIES	26.95	
					001 - 514 30 31 00 - SUPPLIES	21.39	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	0.34	
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	0.41	
					001 - 524 20 31 00 - SUPPLIES-BUILDING	14.04	
					001 - 524 20 31 00 - SUPPLIES-BUILDING	16.24	
					401 - 534 50 31 00 - SUPPLIES	0.61	
					401 - 534 50 31 00 - SUPPLIES	33.40	
					401 - 534 50 31 00 - SUPPLIES	0.67	
					401 - 534 50 31 00 - SUPPLIES	5.18	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 10

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			403 - 535 50 31 00 - SUPPLIES			0.54	
			403 - 535 50 31 00 - SUPPLIES			33.40	
			403 - 535 50 31 00 - SUPPLIES			0.60	
			403 - 535 50 31 00 - SUPPLIES			5.18	
			402 - 537 50 31 00 - SUPPLIES			0.54	
			402 - 537 50 31 00 - SUPPLIES			33.41	
			402 - 537 50 31 00 - SUPPLIES			0.60	
			402 - 537 50 31 00 - SUPPLIES			5.18	
			101 - 542 30 31 00 - SUPPLIES			5.18	
			001 - 576 80 31 00 - SUPPLIES			0.15	
			001 - 576 80 31 00 - SUPPLIES			0.15	
			001 - 576 80 31 00 - SUPPLIES			5.16	
4760	08/14/2023	Claims	2 106946		ONE CALL CONCEPTS INC	34.24	UTILITY LOCATES - 07/2023
			401 - 534 50 41 00 - PROFESSIONAL SERVICES			17.12	
			403 - 535 50 41 00 - PROFESSIONAL SERVICES			17.12	
4761	08/14/2023	Claims	2 106947		OXARC INC	70.73	VGUARD 4 MIL NITRILE GLOVES - MEDIUM
			403 - 535 50 31 00 - SUPPLIES			70.73	
4762	08/14/2023	Claims	2 106948		PACIFIC POWER	23,370.07	AREA LIGHTS - 07/2023 & WELLS - 07/2023; FIRE DEPT - 08/2023; CIVIC CAMPUS - 08/2023; LIFT STATIONS - 08/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			124.28	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			173.36	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			155.89	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			75.43	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			1,578.46	
			001 - 522 50 47 00 - FD FACILITIES - UTILITIES			700.42	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			79.61	
			401 - 534 50 47 00 - UTILITIES			15,816.70	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			72.19	
			403 - 535 50 47 00 - UTILITIES			2,152.83	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			52.51	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			5.49	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			9.93	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			26.51	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRANI			22.19	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			69.05	
			001 - 576 80 47 00 - UTILITIES			2,234.56	
			001 - 576 80 47 01 - CIVIC CAMPUS UTILITIES-PARK			20.66	
4763	08/14/2023	Claims	2 106949		ERIC PIERCE	23.21	WATER DEPOSIT REFUND - UB ACCT #12400 - 4004 2ND STREET
			414 - 582 10 04 14 - DEPOSIT REFUND			23.21	Refund Utility Deposit
4764	08/14/2023	Claims	2 106950		URIEL PINON	258.10	OVERPAYMENT REFUND - UB ACCT #13962 - 2117 S. 1ST AVENUE
			401 - 582 10 04 01 - 210-10) WATER REFUNDS			258.10	
4765	08/14/2023	Claims	2 106951		PREMIER POWER SPORTS	17.45	INV #21284 SHORT PD IN ERROR 07/24/2023 - PD \$212.84 & SHOULD HAVE PD \$230.29
			001 - 521 10 48 00 - PD ADMIN REPAIRS & MAINT			17.45	
4766	08/14/2023	Claims	2 106952		PRO RENTALS & SALES, INC.	139.19	GRINDER RENTAL - 7-9" ANGLE ELECTRICT - 07/18/2023-07/31/2023
			101 - 542 64 45 00 - OPERATING RENTALS & LEASES			139.19	
4767	08/14/2023	Claims	2 106953		RACOM CORPORATION	305.14	SVC LABOR - REMOVED MOTOROLA RADIO & INSTALLED KENWOOD - ACO/CODES VEHICLE
			001 - 554 30 41 00 - PROF SERVICES-ANIMAL CONTI			305.14	
4768	08/14/2023	Claims	2 106954		MA GUADALUPE RAMIREZ	150.00	CLEANING/DAMAGE DEPOSIT REFUND - ACTIVITIES BLDG RENTAL 07/15/2023 - RESERVATION #4925

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 11

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	150.00	
4769	08/14/2023	Claims	2	106955	TRACY RENECKER	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 07/20/2023 - RESERVATION #5223
			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	150.00	
4770	08/14/2023	Claims	2	106956	REPUBLIC PUBLISHING CO	162.40	NOTICE OF IN PERSON LTAC MEETING - 07/25/2023; SUMMARY OF ORDINANCES PASSED - NO. 3048
			001 - 511 60 44 00 -		OFFICIAL PUBLICATIONS	70.00	
			108 - 557 30 44 14 -		ADVERTISING-GENERAL (LTAC I	92.40	
4771	08/14/2023	Claims	2	106957	RIO FOLTZ PLLC	8,500.00	CITY ATTORNEY - 07/2023
			001 - 515 31 41 01 -		LEGAL SERVICES-CIVIL - CITY AT	8,500.00	
4772	08/14/2023	Claims	2	106958	JAMAL SARAMA	21.28	WATER DEPOSIT REFUND - UB ACCT #11452 - 530 RICHARDS CIRCLE
			414 - 582 10 04 14 -		DEPOSIT REFUND	21.28	Refund Utility Deposit
4773	08/14/2023	Claims	2	106959	SHERWIN-WILLIAMS COMPANY	453.57	5 PK GASKET RAC FOR STREET PAINTER & UG PICNIC GREEN PAINT FOR PARKS DEPT; PAINT - PRO PARK WB YELLOW & 8511 N95 RESPIRATORS
			101 - 542 30 31 00 -		SUPPLIES	168.73	
			101 - 542 64 31 00 -		SUPPLIES	30.62	
			001 - 576 80 31 00 -		SUPPLIES	254.22	
4774	08/14/2023	Claims	2	106960	COLEMAN D SHOGREN	18.23	EMPLOYEE EXPENSE REIMBURSEMENT FOR PD FUEL PURCHASE 08/04/2023 - C. SHOGREN
			001 - 521 22 32 00 -		PATROL FUEL	18.23	
4775	08/14/2023	Claims	2	106961	SHUEL'S LUMBER CO.	359.66	4X4 - 12' PRESSURE TREATED POSTS
			101 - 542 64 31 00 -		SUPPLIES	359.66	
4776	08/14/2023	Claims	2	106962	STANDARD PAINT & FLOORING LLC	450.43	STREET PAINTER REPAIR - NEW FLUID PUMP INSTALLED
			101 - 542 64 48 00 -		REPAIRS & MAINTENANCE	450.43	
4777	08/14/2023	Claims	2	106963	AUDIE STEVENS	17.55	OVERPAYMENT REFUND - UB ACCT #4518 - 2115 S. 8TH AVENUE
			401 - 582 10 04 01 -		210-10) WATER REFUNDS	17.55	
4778	08/14/2023	Claims	2	106964	TAPIA WELDING	25.00	BUSINESS LICENSE REFUND - APPLICATION DENIED
			001 - 514 81 00 00 -		LICENSING EXPENDITURES	25.00	
4779	08/14/2023	Claims	2	106965	THE HOME DEPOT PRO	299.03	RENOWN GS HARD ROLL TOWELS & UNSCENTED SOAP REFILL PACKS
			001 - 576 80 31 00 -		SUPPLIES	299.03	
4780	08/14/2023	Claims	2	106966	THE JANITOR'S CLOSET	508.94	CIVIC CENTER SUPPLIES - HH TOWELS, M-FOLD TOWELS & TOILET PAPER
			001 - 513 10 41 02 -		CIVIC CAMPUS JANITORIAL	25.65	
			001 - 514 23 41 03 -		CIVIC CAMPUS JANITORIAL-FIN	35.78	
			001 - 514 30 41 02 -		CIVIC CAMPUS JANITORIAL - CL	32.18	
			001 - 515 31 41 05 -		CIVIC CAMPUS JANITORIAL -LEI	15.57	
			001 - 521 50 41 01 -		PD FACILITIES CIVIC CAMPUS JF	325.82	
			001 - 524 20 41 02 -		CIVIC CAMPUS JANITORIAL-BUI	16.43	
			401 - 534 50 41 03 -		CIVIC CAMPUS JANITORIAL-WA	14.90	
			403 - 535 50 41 04 -		CIVIC CAMPUS JANITORIAL-SEV	10.87	
			402 - 537 50 41 03 -		CIVIC CAMPUS JANITORIAL-GAI	1.13	
			101 - 542 30 41 03 -		CIVIC CAMPUS JANITORIAL-STF	2.05	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 12

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			101 - 543 30 41 02 - CIVIC CAMPUS JANITORIAL-STF			5.47	
			128 - 547 10 41 03 - CIVIC CAMPUS JANITORIAL-TR/			4.58	
			001 - 558 60 41 02 - CIVIC CAMPUS JANITORIAL-PLA			14.25	
			001 - 576 80 41 02 - CIVIC CAMPUS JANITORIAL-PAF			4.26	
4781	08/14/2023	Claims	2	106967	THE PARTY CONNECTION, INC	638.97	2023 NATIONAL NIGHT OUT CANOPY TENT RENTALS - 08/01/2023
			130 - 521 30 45 00 - RENTALS & LEASES			638.97	
4782	08/14/2023	Claims	2	106968	THE REAL YELLOW PAGES	321.08	PARK AD - 07/2023
			001 - 576 80 44 00 - ADVERTISING			321.08	
4783	08/14/2023	Claims	2	106969	PATRICK THOMPSON	164.90	MEDICARE PREMIUM - 08/2023
			001 - 521 10 22 00 - LEOFF 1 BENEFITS			164.90	
4784	08/14/2023	Claims	2	106970	TOWNSQUARE MEDIA	1,020.00	2023 PIONEER POWER SHOW & SWAP MEET RADIO ADS - 08/09/2023-08/19/2023
			108 - 557 30 44 10 - ADVERTISING-GRANT J HUNT			1,020.00	
4785	08/14/2023	Claims	2	106971	U.S. CELLULAR	934.23	PD PHONE SERVICE - 07/2023
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			934.23	
4786	08/14/2023	Claims	2	106972	U.S. LINEN & UNIFORM	570.61	PW UNIFORM SERVICE - 07/2023
			401 - 534 50 21 00 - UNIFORMS & EQUIPMENT			119.82	
			403 - 535 50 21 00 - UNIFORMS & EQUIPMENT			119.82	
			402 - 537 50 21 00 - UNIFORMS & EQUIPMENT			39.95	
			101 - 542 30 21 00 - UNIFORMS & EQUIPMENT			119.82	
			128 - 547 10 21 00 - UNIFORMS & EQUIPMENT			74.20	
			001 - 576 80 21 00 - UNIFORMS & EQUIPMENT			97.00	
4787	08/14/2023	Claims	2	106973	UNION GAP WATER FUND & SEWER	16,010.16	FIRE DEPT - 107 W. AHTANUM ROAD - 07/2023; PARKS - 07/2023, CITY SHOP - 07/2023 & STREETS - 07/2023; CIVIC CAMPUS - 07/2023
			001 - 513 10 47 00 - CIVIC CAMPUS UTILITIES - EXEC			63.33	
			001 - 514 23 47 00 - CIVIC CAMPUS UTILITIES-FINAN			88.34	
			001 - 514 30 47 00 - CIVIC CAMPUS UTILITIES - CLER			79.44	
			001 - 515 31 47 00 - CIVIC CAMPUS UTILITIES-LEGAL			38.44	
			001 - 521 50 47 00 - PD FACILITIES CIVIC CAMP UTIL			804.37	
			001 - 522 50 47 00 - FD FACILITIES - UTILITIES			194.06	
			001 - 524 10 47 01 - CIVIC CAMPUS UTILITY-BUILDIN			40.57	
			401 - 534 50 47 01 - CIVIC CAMPUS UTILITIES-WATE			36.79	
			403 - 535 50 47 00 - UTILITIES			382.57	
			403 - 535 50 47 01 - CIVIC CAMPUS UTILITIES-SEWEI			26.75	
			402 - 537 50 47 01 - CIVIC CAMPUS UTILITES - GARB			2.80	
			101 - 542 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			5.06	
			101 - 543 30 47 00 - UTILITIES			860.72	
			101 - 543 30 47 01 - CIVIC CAMPUS UTILITIES-STREE			13.51	
			128 - 547 10 47 01 - CIVIC CAMPUS UTILITIES-TRANI			11.31	
			001 - 558 60 47 01 - CIVIC CAMPUS UTILITIES-PLANI			35.19	
			001 - 576 80 47 00 - UTILITIES			13,316.38	
			001 - 576 80 47 01 - CIVIC CAMPUS U TILITIES-PARK			10.53	
4788	08/14/2023	Claims	2	106974	UNITED STATES POSTAL SERVICE	310.00	FIRST-CLASS RESORT ANNUAL MAILING FEE - PERMIT #100 - 09/03/2023-09/03/2024
			001 - 514 23 42 00 - COMMUNICATIONS			172.50	
			001 - 514 30 42 00 - COMMUNICATIONS			76.26	
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			9.37	
			001 - 521 10 42 00 - PD ADMIN COMMUNICATIONS			0.39	
			001 - 524 20 42 00 - COMMUNICATION-BUILDING			17.76	
			401 - 534 50 42 00 - COMMUNICATION			11.24	
			403 - 535 50 42 00 - COMMUNICATION			11.24	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 13

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
			402 - 537 50 42 00 -		COMMUNICATION	11.24	
4789	08/14/2023	Claims	2	106975	UNUM LIFE INSURANCE	135.30	LEOFF 1 LONG TERM CARE -
			001 - 521 10 22 00 -		LEOFF 1 BENEFITS	135.30	
4790	08/14/2023	Claims	2	106976	UPS	77.52	PD SHIPPING - 07/2023
			001 - 521 10 42 00 -		PD ADMIN COMMUNICATIONS	77.52	
4791	08/14/2023	Claims	2	106977	ELIZABETH VALDEZ	150.00	CLEANING/DAMAGE DEPOSIT REFUND - YOUTH BARN RENTAL 07/22/2023 - RESERVATION #5438
			001 - 582 10 00 03 -		PARK DEPOSIT REFUND	150.00	
4792	08/14/2023	Claims	2	106978	VIC'S AUTO & SUPPLY UNION GAP - PW	28.56	INV #033024 PAID IN ERROR ON 07-24-2023 - INVOICE WAS NOT A CITY INVOICE; CIRCUIT, PRIMARY WIRE & FOOD GRADE GREASE
			401 - 534 50 31 00 -		SUPPLIES	-48.00	
			401 - 534 50 31 00 -		SUPPLIES	51.93	
			001 - 576 80 31 00 -		SUPPLIES	24.63	
4793	08/14/2023	Claims	2	106979	WA STATE DEPT OF LICENSING	126.00	CPLS - JULY 2023
			630 - 589 30 02 01 -		WEAPONS PERMIT STATE SHAR	126.00	
4794	08/14/2023	Claims	2	106980	WA STATE DEPT OF TRANSPORTATION	2,117.12	SIGNAL MAINTENANCE, REPAIR & ADDITIONS - 06/2023
			101 - 542 64 41 00 -		INTERGOVERNMENTAL PROFES	2,117.12	
4795	08/14/2023	Claims	2	106981	WA STATE DEPT OF TRANSPORTATION	558.30	MANUFACTURE & SHIP SIGNS - YIELD, NO UNAUTHORIZED VEHICLES BEYOND THIS POINT & NO OVERNIGHT PARKING
			101 - 542 64 41 00 -		INTERGOVERNMENTAL PROFES	558.30	
4796	08/14/2023	Claims	2	106982	WA STATE PATROL	26.50	BACKGROUND CHECKS - 07/2023
			001 - 521 10 41 00 -		PD ADMIN PROFESSIONAL SER'	26.50	
4797	08/14/2023	Claims	2	106983	WA STATE TREASURER	19,590.92	CJRS - 06/2023
			640 - 586 00 09 01 -		SCH ZONE SAFETY ST SHARE	597.06	
			640 - 586 00 13 01 -		AUTO THEFT PREVENTION	1,234.65	
			640 - 586 00 16 01 -		ACCESSIBLE COMMUNITIES AC	2.22	
			640 - 586 00 17 01 -		MULTIMODAL TRANSPORTATIC	2.23	
			640 - 586 00 26 01 -		DOL TECH SUPPORT	638.58	
			630 - 589 30 01 01 -		STATE BUILDING CODE FEE	181.50	
			640 - 589 30 04 01 -		PSEA 1 STATE SHARE	7,846.35	
			640 - 589 30 05 01 -		PSEA 2 STATE SHARE	4,629.15	
			640 - 589 30 06 01 -		PSEA 3 STATE SHARE	108.93	
			640 - 589 30 07 01 -		CRIME LAB/BREATH ST SHARE	18.84	
			640 - 589 30 08 01 -		JIS STATE SHARE	3,110.89	
			640 - 589 30 10 01 -		TRAUMA CARE STATE SHARE	1,220.52	
4798	08/14/2023	Claims	2	106984	WEAVER DISTRIBUTING	29.52	HEX C/S ZINC BOLTS & HEX ZINC NUTS
			401 - 534 50 31 00 -		SUPPLIES	29.52	
4799	08/14/2023	Claims	2	106985	WILBERT PRECAST	32.40	2" GRADE RING
			001 - 576 80 31 00 -		SUPPLIES	32.40	
4800	08/14/2023	Claims	2	106986	BARRY M WOODARD	17,500.00	PUBLIC DEFENDER - 07/2023
			001 - 515 91 41 03 -		LEGAL SERVICES-PUBLIC DEFEN	17,500.00	
4801	08/14/2023	Claims	2	106987	YAKIMA CITY TREASURER	7,104.69	YAKCORPS - 2023 - 2ND HALF
			001 - 521 20 41 00 -		INTERGOV PROF SVCS-PD DISP.	7,104.69	

WARRANT/CHECK REGISTER

CITY OF UNION GAP

Time: 14:51:11 Date: 08/09/2023

01/01/2023 To: 08/31/2023

Page: 14

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
4802	08/14/2023	Claims	2	106988	YAKIMA CO AUDITOR	151.00	AUDITOR'S FILES #7144011 - 7144012 & 7143255 - 7143256 COPIES; UTILITY LIEN RELEASE RECORDING FEE 07/19/2023 - UB ACCT #12371 - 1921 S. 7TH AVE
					001 - 513 10 49 01 - MISCELLANEOUS	112.00	
					402 - 537 50 49 00 - MISCELLANEOUS	39.00	
4803	08/14/2023	Claims	2	106989	YAKIMA CO PUBLIC SERVICES	434.06	PW SHOP GAGARBAGE DISPOSAL - 9.36 TONS & AYP YARD WASTE - 1.01 TONS - 07/10/2023
					401 - 534 50 49 00 - MISCELLANEOUS	82.37	
					403 - 535 50 49 00 - MISCELLANEOUS	82.37	
					402 - 537 50 49 00 - MISCELLANEOUS	82.37	
					101 - 542 30 49 00 - MISCELLANEOUS	82.37	
					001 - 576 80 49 00 - MISCELLANEOUS	82.36	
					001 - 576 80 49 00 - MISCELLANEOUS	22.22	
4804	08/14/2023	Claims	2	106990	YAKIMA CO TREAS PROSECUTING	261.33	CVC-06/2023
					633 - 586 00 00 00 - CRIME VICTIMS COMP CNTY SF	261.33	
4805	08/14/2023	Claims	2	106991	YAKIMA COOPERATIVE ASSN	148.80	PROPANE - 60.000 GALLONS - 07/19/2023
					101 - 542 30 32 00 - FUEL	148.80	
4806	08/14/2023	Claims	2	106992	YAKIMA HUMANE SOCIETY	7,400.00	ANIMAL CONTROL SERVICES - 05/2023 & 06/2023
					001 - 554 30 41 00 - PROF SERVICES-ANIMAL CONTI	7,400.00	
4807	08/14/2023	Claims	2	106993	YAKIMA PRINTING COMPANY LLC	89.81	HANG TAGS/SAFEKEEPING TAGS
					001 - 521 10 31 00 - PD ADMIN SUPPLIES	89.81	
4808	08/14/2023	Claims	2	106994	YAKIMA REG.CLEAN AIR AUTHORITY	659.50	2023 SUPPLEMENTAL INCOME PRO RATA SHARE - 3RD QTR 2023
					001 - 553 70 49 00 - POLLUTION CONTROL	659.50	
4809	08/14/2023	Claims	2	106995	YAKIMA WASTE SYSTEMS INC	663.53	WASTE SERVICE - 06/2023
					402 - 537 60 49 00 - CONTRACTED SERVICES	663.53	
					001 Current Expense Fund	99,685.51	
					101 Street Fund	6,846.30	
					107 Convention Center Reserve Fund	9,123.62	
					108 Tourism Promotion Area Fund	3,662.40	
					111 Library & Community Center Fund	210,166.59	
					113 Fire Truck Reserve Fund	2,959.53	
					121 Street Development Reserve Fund	307,224.82	
					123 Criminal Justice Fund	5,729.52	
					128 Transit System Fund	74,196.08	
					130 Community Policing Fund	2,096.89	
					170 Housing Rehabilitation Fund	212.00	
					304 VMB Improvement Fund	275,394.98	
					305 Regional Beltway Connector Fund	70,714.12	
					401 Water Fund	51,354.66	
					402 Garbage Fund	127,193.45	
					403 Sewer Fund	90,792.51	
					405 Sewer Improvement Reserve	8,759.32	
					414 Water Deposits	1,095.93	
					630 General State/County-Shared Rev Fund	307.50	
					633 Crime Victims Comp Cnty Share	261.33	
					640 Court Revenue Fund	19,409.42	
					Claims:	1,367,186.48	
					1,367,186.48		