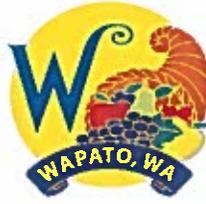


Wapato Council Chambers
205 E Third Street



Monday, March 7, 2016
6:15 pm

**WORK SESSION COUNCIL MEETING
COUNCIL AGENDA**

1. Gray & Osborn TIB Multi-location Grant Recommendations
2. GMA-Comprehensive Plan Training
- 3.
4. Agenda Items Discussion

Wapato Council Chambers
205 E Third Street

Monday, March 07, 2016
7:00 PM



**REGULAR COUNCIL MEETING
COUNCIL AGENDA**

Mayor
<i>Jesse Farias</i>
Mayor Pro tempore
<i>Tony Guzmàn</i>
Councilmembers
<i>Rick Foss</i>
<i>Rita Alvarado</i>
<i>Vacant</i>
<i>Frank Jaime</i>
<i>Roberto Reyna</i>
<i>Vacant</i>
Administrative Staff:
City Attorney
<i>Sara Watkins</i>
Clerk-Treasurer
<i>Susan Pearson</i>
Public Works Director
<i>Menglou Wang</i>
Police Chief
<i>Rick Needham</i>
Fire Chief
<i>Santos Valdez</i>

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE, WELCOME

3. ROLL CALL

4. Council Application-Elwell

5. HONORS/RECOGNITION

pg 4-5

6. Additions or Deletions to Agenda

a. Approval of Agenda

All matters listed within the consent agenda have been distributed to each member of the Wapato City Council for reading and study, are considered to be routine, and will be enacted by one motion for the Council after any routine discussion. If separate voting or extended discussion is desired, that item may be removed from the consent agenda and placed on the regular agenda by motion of the Council.

7. CONSENT AGENDA

a. Corrections to Minutes

b. Approval of Minutes

1. Regular Council meeting-February 16, 2016

pg 6-8

2.

c. Approval of Claims and Payroll

1. Claims Vouchers 3/7/2016 \$211,821.52 check numbers 153525-153526, 153543-153621 plus EFT payments

pg 9-43

2. Payroll Vouchers -2/20/2016 \$91,579.44 check numbers 153445-153447, 153514-153524 plus direct deposit

pg 44

3. Void check 158709 -\$72.29 09/15/14

8. WWTP- UpgradeProgress Payment- None

advisement, action may be taken at Council's discretion.

10. PUBLIC HEARING:

a. Park Comprehensive Plan

11. UNFINISHED BUSINESS

a. Resolution 2016-05 Surplus Equipment

pg 45

b. BDI-Annual Rate Increase Request

pg 46-49

c. Resolution 2016-07 Park Comprehensive Plan Approval

pg 50-51

d. Gray & Osborn TIB Multi-location Grant Recommendations

e.



**REGULAR COUNCIL MEETING
COUNCIL AGENDA**

12. NEW BUSINESS

- a. Resolution 2016-04 Ecology Grant Agreement Authorization pg 52-95
- b. Resolution 2016-08 Gray Osborne Agreement for N Wapato Lift Station Project pg 96-109
- c. Resolution 2016-09 Gray & Osborne Agreement for N Wasco SIED Project pg 110-116
- d. Resolution 2016-10 Equipment Removed from Surplus pg 117
- e. Liquor License Renewal-International Market pg 118-121
- f.

13. CORRESPONDENCE

14. DISCUSSION ONLY

15. DEPARTMENT REPORTS

- a. Mayor
- b. Police
- c. Fire
- d. Public Works
- e. Admin/Finance
- f. Planning Commission

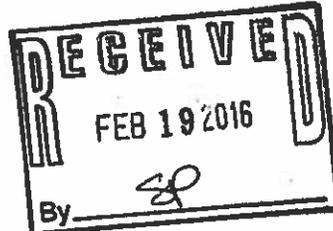
16. FOR THE GOOD OF THE ORDER

17. EXECUTIVE SESSION

- a. Labor Management RCW 42.30.140 (4)

18. ADJOURNMENT

Subject: vacant council positions
From: Lg Elwell (lgelwell@ymail.com)
To: jfarias@wapato-city.org;
Date: Friday, February 19, 2016 12:59 PM



Dear Honorable Mayor Farias,

I am writing to you to introduce myself because I am interested with the vacant city council positions.

My name is Goliah Darnell Elwell Jr. I understand that to apply for the position you have to be a registered voter as I am.

also I have been living in the city of Wapato for the last three years since I've moved back from Boise Idaho.

I was born in Toppenish, Wa in 1991 on May 8th. Also I am a enrolled member of the Yakama Nation.

In the year 2011 I received my G.E.D. from the Oregon Coast Community College, while I was attending Angell Job Corps in Yachats, Oregon.

That same year I enrolled myself in the International air and hospitality academy in the Culinary arts division where in 2012 I graduated with a GPA of 3.7 and a Culinary arts certificate.

I am going to be completely honest with the city council and you Mr. Mayor I have no type of office or financial experience,

But I do believe in the "village" atmosphere of the city and in keeping the high level of safety that Wapato residents enjoy. I am aware that there is fine line between keeping taxes low and still being able to provide the level of service required to maintain the quality of life in our city.

I have an undying passion in me to serve my people it's in my blood, literally because of who my forefathers were I've always felt that I have a shadow lingering over me to do great things with my life. Because my mother's Father was Stanley Smartlowit, he served in the United states military in the Army branch for 26 years and on Tribal Council for 16 and has had many accomplishments in his life time. and because of him I feel that I need to contribute to my people somehow so that is why I am trying to receive a seat on city council so that it may give me the necessary experience I need to serve the people of the Yakima Valley.

I also feel that I can bring a unique perspective to the council because of my age & passion to help those around me be better. As I stated before I am without any financial or office experience, but with my experience in a kitchen environment I know that when the pressure is on I can perform with grace & precision.

It has been an honor to be able to submit my application for the selection to fill the vacant seat on the city of Wapato city council.

With Respect,

Goliah Darnell Elwell jr.

610 N. Wasco Ave
Wapato, WA 98951
(509) 829-1456
lgelwell@ymail.com

A handwritten signature in black ink, appearing to be 'L. Gelwell', written in a cursive style.

CITY OF WAPATO
Regular Council Meeting – Council Chambers
Minutes of February 16, 2016

CALL TO ORDER: Mayor Jesse Farias called the regular Council meeting of Tuesday, February 16, 2016 to order at 7:00 pm.

PLEDGE OF ALLEGIANCE: Mayor Farias led the Pledge of Allegiance.

ROLL CALL: Those in attendance included Mayor Farias, Councilmembers Rick Foss, Frank Jaime, Rita Alvarado, Tony Guzman, and Roberto Reyna.

ABSENT: None

CITY STAFF: City Attorney (CA) Kellen Holgate, Police Chief (PC) Richard Needham, Fire Chief (FC) Santos Valdez, City Treasurer (CT) Susan Pearson, Public Works Director (PWD) Menglou Wang and Deputy Clerk-Treasurer (DCT) Gloria Acosta.

CITY STAFF ABSENT: None

HONORS/RECOGNITION: None

ADDITIONS OR DELETIONS OR CORRECTIONS TO PROPOSED AGENDA: Mayor Farias added 11e to set a hearing date for the Park Comprehensive Plan.

APPROVAL OF AGENDA: Motion by Councilmember Alvarado, seconded by Councilmember Guzman, to approve changes to the agenda as amended. Motion carried unanimously.

APPROVAL OF CONSENT AGENDA: Motion by Councilmember Alvarado, seconded by Councilmember Foss, to approve the consent agenda as presented. Motion carried unanimously.

- a. Corrections to Minutes
- b. Approval of Minutes
 1. Regular Council meeting-February 1, 2016
 2. Work Session meeting minutes-None
- c. Approval of Claims and Payroll
 1. Claims Vouchers 2/16/16 \$72,126.09 check numbers 153444,153448-153513 plus EFT payments
 2. Payroll Vouchers-2/5/16 \$148,932.34 check numbers 153429-153443 plus direct deposit

WWTP- Upgrade Progress Payment: None

AUDIENCE PARTICIPATION: None

PUBLIC HEARING: None

UNFINISHED BUSINESS:

Liquor License Assumption-Wapato Roadrunner 705 W. 1st St: Mayor Farias explained. PC Needham stated that he had an objection to one of the owners. **Motion** by Councilmember Foss, seconded by Councilmember Jaime, to approve 10a as presented. Motion carried unanimously.

Award N. Wasco/Sitcum (SIED) Project Construction Contract: CT Pearson explained and recommends approval tonight. **Motion** by Councilmember Alvarado, seconded by Councilmember Reyna, to approve 10b as presented. Motion carried unanimously.

Amended Special Council Meeting Minutes-October 26, 2015: CT Pearson explained and recommends approval. **Motion** by Councilmember Foss, seconded by Councilmember Alvarado, to approve 10c as presented. Motion carried unanimously.

NEW BUSINESS: Council does not have to act on the following items because this is the first touch, unless, they make a motion to do so.

Resolution 2016-05 Surplus Equipment: CT Pearson explained.

Resolution 2016-06 Yakima County SIED Grant Contract: Mayor Farias explained. CT Pearson recommends approval tonight. **Motion** by Councilmember Alvarado, seconded by Councilmember Reyna, to make 11b an action item. Motion carried unanimously. **Motion** by Councilmember Alvarado, seconded by Councilmember Reyna, to approve 11b as presented. Motion carried unanimously.

BDI- Annual Rate Increase Request: Mayor Farias explained.

City Attorney-Contract: Mayor Farias explained and recommends approval tonight. **Motion** by Councilmember Foss, seconded by Councilmember Alvarado, to make 11d an action item. Motion carried unanimously. **Motion** by Councilmember Foss, seconded by Councilmember Reyna, to approve 11d as presented. Motion carried unanimously.

Set Public Hearing date on March 7, 2016, for Parks Comprehensive Plan: Mayor Farias explained and recommends approval for tonight. **Motion** by Councilmember Reyna, seconded by Councilmember Guzman, to make 11e an action item. Motion carried unanimously. **Motion** by Councilmember Reyna, seconded by Councilmember Guzman, to approve 11e as presented. Motion carried unanimously.

CORRESPONDENCE: None

DISCUSSION: None

DEPARTMENT REPORTS:

Mayor's Report:

- Mayor Farias stated that the State Auditors exit meeting will be February 26, 2016 at 10 a.m. at the City Hall.
- Mayor Farias shared his thoughts about the City using social media.
- Mayor Farias stated that the City is planning a spring clean-up for the City. No date has been set.

Police Department:

- PC Needham announced that there has been some response for the RFQ.
- PC Needham stated that the vehicle that had caught on fire in 2015, will be replaced and he is looking forward to having another vehicle.

Fire Department:

- None

Public Works Department:

- None

Admin/Finance:

- CT Pearson stated that the City Hall has a new hire, her name is Silvia Cruz.

Planning: None

FOR THE GOOD OF THE ORDER: Park Comprehensive Plan and Transportation Projects Open House February 24, 2016 from 5:00 to 7:00 p.m. Council Chambers.

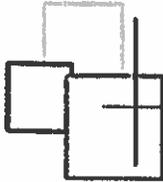
EXECUTIVE SESSION: Potential Litigation RCW 42.030.110 (1) (i) (B): Mayor Farias stated that the executive session will last 15 minutes and there will be no decision afterwards. He recessed the regular business meeting at 7:28 p.m. The executive session was opened at 7:28 p.m. The Executive session closed at 7:40 p.m. The regular business meeting opened at 7:41 p.m.

ADJOURNMENT: Motion by Councilmember Foss, seconded by Councilmember Reyna, to adjourn the meeting. Motion carried unanimously.

There being no further business to come before the Council at this time, the meeting was adjourned at 7:41 p.m.

Jesse Farias, Mayor

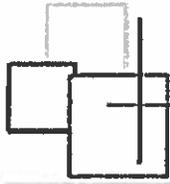
Gloria Acosta, Deputy Clerk-Treasurer



Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2016 - 03 - 03-07-16 Council

Fund Number	Description	Amount
001-000-000	Current Expense Fund	\$11,331.61
001-000-021	Law Enforcement	\$18,268.29
001-000-022	Fire Department	\$4,431.82
001-000-076	Recreation	\$961.00
001-000-300	Public Works	\$3,174.31
001-000-999	Non Revenues and Non Expenditures	\$4,194.89
004-000-100	Wapato Night Out	\$636.73
101-000-000	Street Fund	\$4,023.05
102-000-165	9th Street Project	\$5,597.10
102-000-170	Trader Street Improvement Project (1st to 3rd)	\$13,107.65
102-000-175	N Wasco/Sitcum Avenue Project (Valicoff)	\$8,405.43
102-000-180	TIB Multiple Locations Overlay-W First St	\$15,495.23
170-000-000	CDBG Rehabilitation Fund	\$650.00
401-000-000	Water Fund	\$12,417.93
402-000-000	Sewer Fund	\$12,708.76
403-000-000	Garbage Fund	\$32,225.09
404-000-000	Cemetery Fund	\$1,719.76
410-000-110	Wells	\$866.50
410-000-135	Water Meter Replacement	\$238.10
410-000-160	Yakama Nation Wells 1 & 2	\$6.74
420-000-150	WWTP Upgrade USDA RD Interim Financing	\$25,983.48
420-000-175	Sewer Lift Station	\$207.14
501-000-000	Equipment Rental & Revolving	\$147.96
501-000-021	Police Dept Vehicles	\$11,514.12
501-000-022	Fire Dept Vehicles	\$451.92
501-000-024	Building Dept Vehicles	\$29.87
501-000-034	Water Dept Vehicles & Equipment	\$151.18
501-000-035	Sewer Dept Vehicles & Equipment	\$187.26
501-000-036	Cemetery Vehicles & Equipment	\$96.73
501-000-042	Street Dept Vehicles & Equipment	\$295.56
501-000-048	PWSC Vehicles & Equipment	\$332.10
501-000-076	Parks Dept Vehicles & Equipment	\$142.53
502-000-000	Public Works Service Center	\$2,092.21
503-000-000	Information Technology Rental & Revolving	\$19,729.47
	Count: 34	\$211,821.52



Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
ABC Fire Control Inc	153543			2016 - 03 - 03-07-16 Council	
		182706			
			jail, repair		
			001-000-021-523-60-48-00	Repair & Maintenance	\$141.35
		Total 182706			\$141.35
	Total 153543				\$141.35
Total ABC Fire Control Inc					\$141.35
Anguiano, Veronica	153544			2016 - 03 - 03-07-16 Council	
		2016 Property & Evidence Class 2/22/16-2/26/16			
			pd, training		
			001-000-021-521-10-43-00	Travel & Training	\$188.14
		Total 2016 Property & Evidence Class 2/22/16-2/26/16			\$188.14
	Total 153544				\$188.14
Total Anguiano, Veronica					\$188.14
Apple Valley Interpreting Service LLC	153545			2016 - 03 - 03-07-16 Council	
		3116			
			court, interpreting		
			001-000-000-512-50-41-30	Prof Service-Interpreting Serv	\$128.36
		Total 3116			\$128.36
	Total 153545				\$128.36
Total Apple Valley Interpreting Service LLC					\$128.36
Arb, Susan C	153546			2016 - 03 - 03-07-16 Council	
		020816-sa			
			court, judge pro-tem		
			001-000-000-512-50-41-06	Prof Service-Judge Pro tem	\$75.00
			Judge Pro tem		
		Total 020816-sa			\$75.00
		022916-sa			
			court, judge pro-tem		
			001-000-000-512-50-41-06	Prof Service-Judge Pro tem	\$75.00

Vendor	Number	Reference	Account Number	Description	Amount
				Judge Pro tem	
		Total 022916-sa			\$75.00
	Total 153546				\$150.00
Total Arb, Susan C					\$150.00
Backflow Management Inc					
	153547			2016 - 03 - 03-07-16 Council	
		8004			
			water,cross connection		
			401-000-000-534-80-41-00	Professional Services	\$1,950.00
		Total 8004			\$1,950.00
	Total 153547				\$1,950.00
Total Backflow Management Inc					\$1,950.00
Banking Charges					
		EFT Payment 3/2/2016 8:02:42 PM - 1		2016 - 03 - 03-07-16 Council	
		040515 Key Bank			
			citywide, banking charges		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$502.55
		Total 040515 Key Bank			\$502.55
		Total EFT Payment 3/2/2016 8:02:42 PM - 1			\$502.55
Total Banking Charges					\$502.55
Banking Charges-Invoice Cloud					
		EFT Payment 3/7/2016 8:16:22 PM - 1		2016 - 03 - 03-07-16 Council	
		500-2015_01			
			citywide, EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$29.80
		Total 500-2015_01			\$29.80
		Total EFT Payment 3/7/2016 8:16:22 PM - 1			\$29.80
		EFT Payment 3/7/2016 8:17:59 PM - 1		2016 - 03 - 03-07-16 Council	
		500-2015_03			
			citywide, EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$60.20
		Total 500-2015_03			\$60.20
		Total EFT Payment 3/7/2016 8:17:59 PM - 1			\$60.20
		EFT Payment 3/7/2016 8:18:40 PM - 1		2016 - 03 - 03-07-16 Council	
		500-2015_04			
			citywide, EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$15.60
		Total 500-2015_04			\$15.60
		Total EFT Payment 3/7/2016 8:18:40 PM - 1			\$15.60

Vendor	Number	Reference	Account Number	Description	Amount
		EFT Payment 3/7/2016 8:19:56 PM - 1	2016 - 03 - 03-07-16 Council		
		500-2015_06			
			citywide, EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$46.00
		Total 500-2015_06			\$46.00
		Total EFT Payment 3/7/2016 8:19:56 PM - 1			\$46.00
		EFT Payment 3/4/2016 1:14:40 PM - 1	2016 - 03 - 03-07-16 Council		
		500-2016_2			
			citywide, eft access		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$31.40
		Total 500-2016_2			\$31.40
		Total EFT Payment 3/4/2016 1:14:40 PM - 1			\$31.40
		EFT Payment 3/7/2016 8:14:45 PM - 1	2016 - 03 - 03-07-16 Council		
		550-2014_12			
			citywide, EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$45.20
		Total 550-2014_12			\$45.20
		Total EFT Payment 3/7/2016 8:14:45 PM - 1			\$45.20
		EFT Payment 3/7/2016 8:17:03 PM - 1	2016 - 03 - 03-07-16 Council		
		550-2015_02			
			citywide, EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$79.60
		Total 550-2015_02			\$79.60
		Total EFT Payment 3/7/2016 8:17:03 PM - 1			\$79.60
		EFT Payment 3/7/2016 8:19:21 PM - 1	2016 - 03 - 03-07-16 Council		
		550-2015_05			
			citywide, EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$75.60
		Total 550-2015_05			\$75.60
		Total EFT Payment 3/7/2016 8:19:21 PM - 1			\$75.60
		EFT Payment 3/7/2016 8:20:36 PM - 1	2016 - 03 - 03-07-16 Council		
		550-2015_07			
			citywide, EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$16.40
		Total 550-2015_07			\$16.40
		Total EFT Payment 3/7/2016 8:20:36 PM - 1			\$16.40
		EFT Payment 3/7/2016 8:21:12 PM - 1	2016 - 03 - 03-07-16 Council		
		550-2015_08			
			citywide EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$16.40
		Total 550-2015_08			\$16.40
		Total EFT Payment 3/7/2016 8:21:12 PM - 1			\$16.40

12

Vendor	Number	Reference	Account Number	Description	Amount
		EFT Payment 3/7/2016 8:22:01 PM - 1	2016 - 03 - 03-07-16 Council		
		550-2015_09			
			citywide EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$16.40
		Total 550-2015_09			\$16.40
		Total EFT Payment 3/7/2016 8:22:01 PM - 1			\$16.40
		EFT Payment 3/7/2016 8:22:46 PM - 1	2016 - 03 - 03-07-16 Council		
		550-2015_10			
			citywide EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$46.40
		Total 550-2015_10			\$46.40
		Total EFT Payment 3/7/2016 8:22:46 PM - 1			\$46.40
		EFT Payment 3/7/2016 8:23:27 PM - 1	2016 - 03 - 03-07-16 Council		
		550-2015_11			
			citywide EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$16.40
		Total 550-2015_11			\$16.40
		Total EFT Payment 3/7/2016 8:23:27 PM - 1			\$16.40
		EFT Payment 3/7/2016 8:24:09 PM - 1	2016 - 03 - 03-07-16 Council		
		550-2015_12			
			citywide, EFT		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$16.40
		Total 550-2015_12			\$16.40
		Total EFT Payment 3/7/2016 8:24:09 PM - 1			\$16.40
		EFT Payment 3/3/2016 8:24:42 PM - 1	2016 - 03 - 03-07-16 Council		
		550-2016_01			
			citywide, EFT costs		
			001-000-000-514-23-49-61	Miscellaneous-Banking Fees	\$16.40
		Total 550-2016_01			\$16.40
		Total EFT Payment 3/3/2016 8:24:42 PM - 1			\$16.40
		Total Banking Charges-Invoice Cloud			\$528.20
		Basin Disposal of Yakima LLC (BDI)			
		153548			
			2016 - 03 - 03-07-16 Council		
		1814005			
			garbage, contractor		
			403-000-000-537-60-41-00	Contracted Services	\$32,225.09
		Total 1814005			\$32,225.09
		Total 153548			\$32,225.09
		Total Basin Disposal of Yakima LLC (BDI)			\$32,225.09

13

Vendor	Number	Reference	Account Number	Description	Amount
Blumenthal Uniforms & Equipment					
	153549			2016 - 03 - 03-07-16 Council	
		004901882			
			PD UNIFORMS		
			001-000-021-521-22-31-10	Supplies-Uniforms	\$17.21
		Total 004901882			\$17.21
		004922979			
			pd, uniforms		
			001-000-021-521-22-31-10	Supplies-Uniforms	\$169.26
		Total 004922979			\$169.26
					\$186.47
					\$186.47
		Total 153549			\$186.47
Total Blumenthal Uniforms & Equipment					
Bratwear Group LLC					
	153550			2016 - 03 - 03-07-16 Council	
		17440 BGLLC			
			pd, uniforms		
			001-000-021-521-22-35-10	Small Tools & Equipment-New Hire	\$559.46
		Total 17440 BGLLC			\$559.46
					\$559.46
		Total 153550			\$559.46
Total Bratwear Group LLC					
Bugs-B-Gon Pest Control					
	153551			2016 - 03 - 03-07-16 Council	
		12475			
			jail, pest control		
			001-000-021-521-50-48-00	Repair & Maintenance	\$80.93
			Jail		
		Total 12475			\$80.93
		12476 bbg			
			city hall, pest control		
			001-000-000-518-30-48-10	Repair & Maintenance-Janitorial	\$53.95
			City Hall		
		Total 12476 bbg			\$53.95
					\$134.88
		Total 153551			\$134.88
Total Bugs-B-Gon Pest Control					
Carquest Auto Parts					
	153552			2016 - 03 - 03-07-16 Council	
		6389-346899			
			fd, supplies		
			501-000-022-548-68-31-00	Supplies	\$126.23
		Total 6389-346899			\$126.23
					\$126.23
		Total 153552			\$126.23
Total Carquest Auto Parts					

Vendor	Number	Reference	Account Number	Description	Amount
Cascade Fire & Safety	153553			2016 - 03 - 03-07-16 Council	
		117419			
			fd,supplies		
			001-000-022-522-20-48-00	Repair And Maintenance	\$60.59
		Total 117419			\$60.59
	Total 153553				\$60.59
Total Cascade Fire & Safety					\$60.59
Cascade Natural Gas Corporation	153554			2016 - 03 - 03-07-16 Council	
		126 751 0000 7 02-2016			
			PD utility		
			001-000-021-521-50-47-20	Utilities-Natural Gas	\$831.01
				PD - 205 S SIMCOE AVE-126 751 0000 7	
		Total 126 751 0000 7 02-2016			\$831.01
		225 751 0000 7 02-2016			
			sewer,utilies		
			402-000-000-535-80-47-00	Utilities	\$124.59
				SEWER - WWTP south wasco	
		Total 225 751 0000 7 02-2016			\$124.59
		325 751 0000 6 02-2016			
			pool, utility		
			001-000-300-576-20-47-00	Utilities	\$109.83
				POOL - 1005 S CAMAS AVE-325 751 0000 6	
		Total 325 751 0000 6 02-2016			\$109.83
		429 751 0000 1 02-2016			
			fire, utility		
			001-000-022-522-50-47-00	Utilities	\$611.46
				FIRE - 205 FRONTAGE RD-429 751 0000 1	
		Total 429 751 0000 1 02-2016			\$611.46
		460 803 2765 6 02-2016			
			Comm ctr, utilities		
			001-000-076-575-50-47-00	Utilities	\$554.18
				COMM. CTR. - 1109 S CAMAS AVE-460 803 2765 6	
		Total 460 803 2765 6 02-2016			\$554.18
		576 751 0000 2 02-2016			
			PWSC,utilities		
			502-000-000-548-78-47-00	Utilities	\$445.69
				PWSC - 100 FRECH LN-576 751 0000 2	
		Total 576 751 0000 2 02-2016			\$445.69
		967 386 7036 1 02-2016			
			sewer, utility		
			402-000-000-535-80-47-00	Utilities	\$5.26

Vendor	Number	Reference	Account Number	Description	Amount
				SEWER - WWTP HWY 97-967 386 7036 1	
		Total 967 386 7036 1 02-2016			\$5.26
	Total 153554				\$2,682.02
Total Cascade Natural Gas Corporation					\$2,682.02
CED Credit Office					
	153555			2016 - 03 - 03-07-16 Council	
		9477-753258			
			fire, repair		
			001-000-022-522-20-48-00	Repair And Maintenance	\$34.54
		Total 9477-753258			\$34.54
	Total 153555				\$34.54
Total CED Credit Office					\$34.54
CenturyLink					
	153556			2016 - 03 - 03-07-16 Council	
		313034289022016			
			pwsc,sewer		
			502-000-000-548-78-42-00	Communications	\$106.00
				pwsc, communications	
		Total 313034289022016			\$106.00
		448942096022016			
			sewer,internet		
			402-000-000-535-50-42-00	Communications	\$1,238.79
				pwsc, communications	
		Total 448942096022016			\$1,238.79
	Total 153556				\$1,344.79
Total CenturyLink					\$1,344.79
Chambers Auto Supply					
	153557			2016 - 03 - 03-07-16 Council	
		S3-1686577			
			501-000-000-548-68-31-00	Supplies	\$141.83
		Total S3-1686577			\$141.83
		S3-1705184			
			501-000-000-548-68-31-00	Supplies	\$6.13
		Total S3-1705184			\$6.13
	Total 153557				\$147.96
Total Chambers Auto Supply					\$147.96

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Vendor	Number	Reference	Account Number	Description	Amount
Charm-Tex					
	153558			2016 - 03 - 03-07-16 Council	
		0116292-IN			
			gloves		
			001-000-021-523-10-31-13	Supplies-Uniforms-Support	\$218.80
		Total 0116292-IN			\$218.80
	Total 153558				\$218.80
Total Charm-Tex					\$218.80
Charter Communications					
	153559			2016 - 03 - 03-07-16 Council	
		8805 16 680 0000449 020416			
			citywide, internet/phones		
			001-000-000-512-50-42-00	Communications-Postage	\$54.42
				Court-Fax-0077865/8805	
			001-000-000-518-30-42-00	Communications	\$497.69
				City Hall, Internet/phone/cable-0021517/8956	
			001-000-021-521-50-42-00	Communications	\$787.83
				Police Department, Internet/phone/cable-0071652/3201	
			001-000-021-523-20-42-00	Communications	\$139.39
				Jail cable boxes-0019818/8961	
			001-000-022-522-50-42-00	Communications	\$349.23
				Fire Department, Internet/phone/cable-0018125/0894	
			502-000-000-548-78-42-00	Communications	\$321.46
				PWSC, Internet/phone/cable-0069599/2362	
		Total 8805 16 680 0000449 020416			\$2,150.02
	Total 153559				\$2,150.02
Total Charter Communications					\$2,150.02
Cintas Corporation #605					
	153560			2016 - 03 - 03-07-16 Council	
		605215196			
			city hall, rugs		
			001-000-000-518-30-48-10	Repair & Maintenance-Janitorial	\$92.86
				City Hall	
		Total 605215196			\$92.86
	Total 153560				\$92.86
Total Cintas Corporation #605					\$92.86
City of Toppenish					
	153561			2016 - 03 - 03-07-16 Council	
		021616 cot			
			citywide, mvtv payment		
			001-000-000-511-30-41-50	Professional Services-MVTV	\$1,324.73

Vendor	Number	Reference	Account Number	Description	Amount
			MVTV		
		Total 021616 cot			\$1,324.73
	Total 153561				\$1,324.73
Total City of Toppenish					\$1,324.73
City of Wapato-Internal Service					
153562			2016 - 03 - 03-07-16 Council		
	012716-103				
		PD, repair			
		001-000-021-521-22-45-95		Interfund Rental-ER&R	\$65.00
	Total 012716-103				\$65.00
	020316-204				
		fd, repair			
		501-000-022-548-68-48-00		Repair & Maintenance	\$50.00
	Total 020316-204				\$50.00
	020516-203				
		FD, repair			
		501-000-022-548-68-48-00		Repair & Maintenance	\$65.00
	Total 020516-203				\$65.00
	Total 153562				\$180.00
Total City of Wapato-Internal Service					\$180.00
Computer Works of Yakima ISP					
153563			2016 - 03 - 03-07-16 Council		
	020816-05				
		sewer,internet			
		502-000-000-548-78-42-00		Communications	\$130.00
				sewer, internet svc.	
	Total 020816-05				\$130.00
	Total 153563				\$130.00
Total Computer Works of Yakima ISP					\$130.00
Costco					
153564			2016 - 03 - 03-07-16 Council		
	605300005195				
		Jail, makefood			
		001-000-021-523-20-31-01		Supplies - Jail Food	\$74.90
	Total 605300005195				\$74.90
	Total 153564				\$74.90
Total Costco					\$74.90

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Vendor	Number	Reference	Account Number	Description	Amount
Cruz, Silvia	153565			2016 - 03 - 03-07-16 Council	
		0088100516000033			
			admin, clothing allowance		
			001-000-000-514-23-31-10	Supplies-Clothing Allowance	\$182.44
		Total 0088100516000033			\$182.44
		58017069634			
			admin, clothing allowance		
			001-000-000-514-23-31-10	Supplies-Clothing Allowance	\$35.49
		Total 58017069634			\$35.49
		581141-10537			
			admin, clothing allowance		
			001-000-000-514-23-31-10	Supplies-Clothing Allowance	\$82.07
		Total 581141-10537			\$82.07
	Total 153565				\$300.00
Total Cruz, Silvia					\$300.00
Dynacco Inc	153566			2016 - 03 - 03-07-16 Council	
		152015			
			sewer,Supplies		
			402-000-000-535-50-31-00	Supplies	\$132.99
		Total 152015			\$132.99
	Total 153566				\$132.99
Total Dynacco Inc					\$132.99
Edge Construction Supply	153567			2016 - 03 - 03-07-16 Council	
		945455			
			street, supplies		
			101-000-000-542-30-31-00	Supplies	\$108.22
		Total 945455			\$108.22
		948642			
			street supplies		
			101-000-000-542-30-31-00	Supplies	\$103.61
		Total 948642			\$103.61
	Total 153567				\$211.83
Total Edge Construction Supply					\$211.83
Financial Consultants International Inc	153568			2016 - 03 - 03-07-16 Council	
		15023			
			pd, vehicle		
			501-000-021-594-21-64-00	Capital Outlay-Equipment	\$10,345.50
		Total 15023			\$10,345.50
	Total 153568				\$10,345.50
Total Financial Consultants International Inc					\$10,345.50

Vendor	Number	Reference	Account Number	Description	Amount
Fire Chief's Association	153569			2016 - 03 - 03-07-16 Council	
		135338252016	FD,miscellaneous		
			001-000-022-522-10-49-30	Miscellaneous-Dues-Memberships-Subscriptions	\$50.00
		Total 135338252016			\$50.00
	Total 153569				\$50.00
Total Fire Chief's Association					\$50.00
Food Services of America	153570			2016 - 03 - 03-07-16 Council	
		119148			
			jail, inmates food		
			001-000-021-523-20-31-01	Supplies - Jail Food	\$14.47
		Total 119148			\$14.47
		6903256			
			jail, inmates food		
			001-000-021-523-20-31-01	Supplies - Jail Food	\$0.00
			001-000-021-523-20-31-01	Supplies - Jail Food	\$250.49
		Total 6903256			\$250.49
		6932155			
			001-000-021-523-20-31-01	Supplies - Jail Food	\$403.50
		Total 6932155			\$403.50
	Total 153570				\$668.46
Total Food Services of America					\$668.46
Foster Pepper PLLC	153571			2016 - 03 - 03-07-16 Council	
		Invoice - 3/3/2016 9:43:14 AM			
			water, services		
			410-000-110-594-34-41-00	Professional Services - Wells	\$866.50
		Total Invoice - 3/3/2016 9:43:14 AM			\$866.50
	Total 153571				\$866.50
Total Foster Pepper PLLC					\$866.50
FP Mailing Solutions	153572			2016 - 03 - 03-07-16 Council	
		RI102725624			
			IT leases		
			503-000-000-518-81-45-10	Rentals & Leases-Postage Machine	\$119.85
		Total RI102725624			\$119.85
	Total 153572				\$119.85
Total FP Mailing Solutions					\$119.85

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Vendor	Number	Reference	Account Number	Description	Amount
Franz Family Bakeries	153573			2016 - 03 - 03-07-16 Council	
		026010204604	jail, inmate food		
			001-000-021-523-20-31-01	Supplies - Jail Food	\$21.00
		Total 026010204604			\$21.00
		026010205307	jail, inmate food		
			001-000-021-523-20-31-01	Supplies - Jail Food	\$31.50
		Total 026010205307			\$31.50
	Total 153573				\$52.50
Total Franz Family Bakeries					\$52.50
Gene Weinmann Consulting	153574			2016 - 03 - 03-07-16 Council	
		201602	rehab, loan mgt		
			170-000-000-559-30-41-10	Professional Service-Loan Mgt	\$650.00
		Total 201602			\$650.00
	Total 153574				\$650.00
Total Gene Weinmann Consulting					\$650.00
Gray & Osborne Inc	153575			2016 - 03 - 03-07-16 Council	
		14068.0018	wwtp, upgrades		
			420-000-150-594-35-41-00	Professional Services	\$25,983.48
		Total 14068.0018			\$25,983.48
		14084.0016	street ,Nwasco		
			102-000-175-595-10-41-00	Professional Services-N Wasco Project	\$8,405.43
		Total 14084.0016			\$8,405.43
		15037.008	Street, trader		
			102-000-170-595-10-41-00	Professional Services	\$13,030.65
		Total 15037.008			\$13,030.65
		16001.001	street,multilocation		
			102-000-180-595-10-41-00	Professional Services	\$15,495.23
		Total 16001.001			\$15,495.23
		16002.001	street, 9th sidewalk		
			102-000-165-595-10-41-00	Professional Services	\$5,597.10
		Total 16002.001			\$5,597.10
	Total 153575				\$68,511.89
Total Gray & Osborne Inc					\$68,511.89

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Vendor	Number	Reference	Account Number	Description	Amount
Hach Company	153576			2016 - 03 - 03-07-16 Council	
		9795756	sewer, prof service		
			402-000-000-535-80-41-00	Professional Services	\$257.89
		Total 9795756			\$257.89
		9806677	sewer, equipment		
			402-000-000-535-10-35-00	Small Tools & Equipment	\$1,258.54
		Total 9806677			\$1,258.54
	Total 153576				\$1,516.43
Total Hach Company					\$1,516.43
HD Supply Waterworks	153577			2016 - 03 - 03-07-16 Council	
		E829926	water, meter		
			401-000-000-594-34-64-00	Machinery & Equipment	\$6,731.65
		Total E829926			\$6,731.65
		E913357	water,software		
			401-000-000-594-34-49-00	Capital Purchase-Software	\$2,366.99
		Total E913357			\$2,366.99
		F031344	water-part		
			401-000-000-534-50-48-00	Repair And Maintenance	\$694.34
		Total F031344			\$694.34
		F127689	water,meter		
			410-000-135-594-34-31-00	Supplies	\$238.10
		Total F127689			\$238.10
	Total 153577				\$10,031.08
Total HD Supply Waterworks					\$10,031.08
Ideal Lumber & Hardware Inc	153578			2016 - 03 - 03-07-16 Council	
		76392	pwsc, supplies		
			502-000-000-548-78-31-00	Supplies	\$31.27
		Total 76392			\$31.27
		79539	err-St, supplies		
			501-000-042-548-68-31-00	Supplies	\$12.14
		Total 79539			\$12.14

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Vendor	Number	Reference	Account Number	Description	Amount
		81328			
			street, supplies 101-000-000-542-30-31-00	Supplies	\$38.84
		Total 81328			\$38.84
		82485			
			wter, supplies 401-000-000-534-50-31-00	Supplies	\$25.67
		Total 82485			\$25.67
		82667			
			cem, supplies 404-000-000-536-20-31-00	Operating Supplies	\$47.45
		Total 82667			\$47.45
		83317			
			cem, supplies 404-000-000-536-20-31-00	Operating Supplies	\$71.19
		Total 83317			\$71.19
		83443			
			fd, supplies 001-000-022-522-20-31-00	Supplies	\$52.04
		Total 83443			\$52.04
		83495			
			water,supplies 401-000-000-534-50-31-00	Supplies	\$18.33
		Total 83495			\$18.33
		83938			
			street, supplies 101-000-000-542-30-31-00	Supplies	\$140.26
		Total 83938			\$140.26
		84110			
			cem, supplies 404-000-000-536-20-31-00	Operating Supplies	\$28.04
		Total 84110			\$28.04
		84159			
			cem, supplies 404-000-000-536-20-31-00	Operating Supplies	\$35.60
		Total 84159			\$35.60
		84245			
			water, supplies 401-000-000-534-50-31-00	Supplies	\$3.77
		Total 84245			\$3.77
		84386			
			cemetery, operating 404-000-000-536-20-31-00	Operating Supplies	\$5.23
		Total 84386			\$5.23

Vendor	Number	Reference	Account Number	Description	Amount
	Total 153578				\$509.83
Total Ideal Lumber & Hardware Inc					\$509.83
Intermedia.net Inc	153579				
			2016 - 03 - 03-07-16 Council		
		201198225			
			citywide, VOIP		
			001-000-000-518-30-42-00	Communications	\$66.25
			001-000-021-521-50-42-00	Communications	\$139.14
			001-000-022-522-50-42-00	Communications	\$39.75
			502-000-000-548-78-42-00	Communications	\$59.63
		Total 201198225			\$304.77
	Total 153579				\$304.77
Total Intermedia.net Inc					\$304.77
James, Lonnie D.	153580				
			2016 - 03 - 03-07-16 Council		
		2014-1099 Part B			
			pd, leoff retiree		
			001-000-021-521-10-28-10	Benefits-LEOFF I Retirees Reimbursement	\$839.20
		Total 2014-1099 Part B			\$839.20
		77623-115495			
			pd, leoff retiree		
			001-000-021-521-10-28-10	Benefits-LEOFF I Retirees Reimbursement	\$90.00
		Total 77623-115495			\$90.00
	Total 153580				\$929.20
Total James, Lonnie D.					\$929.20
Jose's Hardware Store	153581				
			2016 - 03 - 03-07-16 Council		
		19283			
			Lib, supplies		
			001-000-300-572-50-31-00	Supplies	\$2.83
		Total 19283			\$2.83
		44085			
			pd, supplies		
			001-000-021-523-20-31-00	Supplies	\$3.22
		Total 44085			\$3.22
		45235 JHS			
			PD, jail supplies		
			001-000-021-523-20-31-00	Supplies	\$19.47
		Total 45235 JHS			\$19.47
		46677			
			pd, supplies		
			001-000-021-523-20-31-00	Supplies	\$2.63
		Total 46677			\$2.63

Vendor	Number	Reference	Account Number	Description	Amount
		47341			
			pwc, supplies		
			502-000-000-548-78-32-00	Fuel	\$18.54
		Total 47341			\$18.54
		47487			
			pwc, supplies		
			502-000-000-548-78-32-00	Fuel	\$16.31
		Total 47487			\$16.31
		47661			
			pwc, supplies		
			502-000-000-548-78-32-00	Fuel	\$18.33
		Total 47661			\$18.33
		47766			
			cem, supplies		
			404-000-000-536-20-31-00	Operating Supplies	\$5.57
		Total 47766			\$5.57
		48586			
			pwc, supplies		
			502-000-000-548-78-32-00	Fuel	\$14.01
		Total 48586			\$14.01
		48664			
			fd, supplies		
			501-000-022-548-68-31-00	Supplies	\$2.91
		Total 48664			\$2.91
		49117			
			fd, supplies		
			501-000-022-548-68-31-00	Supplies	\$6.93
		Total 49117			\$6.93
		49336			
			streets, supplies		
			101-000-000-542-30-31-00	Supplies	\$48.85
		Total 49336			\$48.85
		49349			
			fd, supplies		
			501-000-022-548-68-31-00	Supplies	\$0.82
		Total 49349			\$0.82
		49421			
			pwc, supplies		
			502-000-000-548-78-32-00	Fuel	\$1.72
		Total 49421			\$1.72
		49498			
			streets, supplies		
			101-000-000-542-30-31-00	Supplies	\$12.04
		Total 49498			\$12.04

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Vendor	Number	Reference	Account Number	Description	Amount
		49538			
			pwsc, supplies		
			502-000-000-548-78-32-00	Fuel	\$16.99
		Total 49538			\$16.99
		49554			
			streets, supplies		
			101-000-000-542-30-31-00	Supplies	\$23.49
		Total 49554			\$23.49
		49587			
			pwsc,suplies		
			502-000-000-548-78-32-00	Fuel	\$28.04
		Total 49587			\$28.04
		49898			
			comm ctr, supplies		
			001-000-076-575-50-31-00	Supplies	\$26.96
		Total 49898			\$26.96
		50021			
			cem, supplies		
			404-000-000-536-20-31-00	Operating Supplies	\$9.66
		Total 50021			\$9.66
		50074			
			city hall, supplies		
			001-000-000-518-30-31-00	Operating Supplies	\$1.93
		Total 50074			\$1.93
		50697			
			parks, supplies		
			001-000-300-576-80-31-00	Supplies	\$7.73
		Total 50697			\$7.73
		Total 153581			\$288.98
Total Jose's Hardware Store					\$288.98
Keybank					
	153582				
			2016 - 03 - 03-07-16 Council		
		00-08130g-072853			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$3.00
		Total 00-08130g-072853			\$3.00
		00232z-97491			
			3118-jail, transport		
			001-000-021-523-20-43-00	Travel & Training	\$14.92
		Total 00232z-97491			\$14.92
		006756-328			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$3.28
		Total 006756-328			\$3.28

Vendor	Number	Reference	Account Number	Description	Amount
		014262g-000473			
			6377-citywide, telephone system supplies		
			001-000-000-594-11-64-00	Equipment (legislative)	\$150.00
		Total 014262g-000473			\$150.00
		01811g-2318			
			5625-park, comp plan open house		
			001-000-300-576-80-31-00	Supplies	\$15.96
		Total 01811g-2318			\$15.96
		03451g-mcbfq51da			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$8.62
		Total 03451g-mcbfq51da			\$8.62
		06100z-mcbeqvm40212			
			2034-citywide, ee lunch supplies		
			001-000-000-517-90-31-00	Supplies	\$27.97
		Total 06100z-mcbeqvm40212			\$27.97
		06193g-218981			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$9.83
		Total 06193g-218981			\$9.83
		07247g-04439022516			
			5625-pwsc, cleaning supplies		
			502-000-000-548-78-31-00	Supplies	\$147.55
		Total 07247g-04439022516			\$147.55
		08374g-44390536110054			
			5625-comm ctr, supplies		
			001-000-076-575-50-31-00	Supplies	\$68.69
		Total 08374g-44390536110054			\$68.69
		08446g-00098269			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$26.20
		Total 08446g-00098269			\$26.20
		09003g-50988			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$19.97
		Total 09003g-50988			\$19.97
		09453g-8428			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$8.51
		Total 09453g-8428			\$8.51
		09977g-5242890			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$18.10
		Total 09977g-5242890			\$18.10

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Vendor	Number	Reference	Account Number	Description	Amount
		1001213114			
			4818-pd, membership		
			001-000-021-521-10-49-30	Miscellaneous-Dues-Memberships-Subscriptions	\$175.00
		Total 1001213114			\$175.00
		1048611-2			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$20.09
		Total 1048611-2			\$20.09
		19899445			
			4818-pd, Wapato night out supplies		
			004-000-100-521-30-31-00	Supplies	\$636.73
		Total 19899445			\$636.73
		357175157			
			4818-pd, training hotel		
			001-000-021-521-10-43-00	Travel & Training	\$538.70
		Total 357175157			\$538.70
		5489880768			
			2034-water, mailing		
			410-000-160-534-10-42-00	Communications	\$6.74
		Total 5489880768			\$6.74
		94301602			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$7.63
		Total 94301602			\$7.63
		c672pg-949682			
			4818-pd, training meal		
			001-000-021-521-10-43-00	Travel & Training	\$8.40
		Total c672pg-949682			\$8.40
		Total 153582			\$1,915.89
Total Keybank					\$1,915.89
Lexipol LLC					
	153583				
			2016 - 03 - 03-07-16 Council		
		16100			
			pd, policy update		
			001-000-021-521-10-41-00	Professional Services	\$4,450.00
		Total 16100			\$4,450.00
		16101			
			jail, policy update		
			001-000-021-523-10-41-00	Professional Services	\$2,975.00
		Total 16101			\$2,975.00
		Total 153583			\$7,425.00
Total Lexipol LLC					\$7,425.00

Vendor	Number	Reference	Account Number	Description	Amount
MCI Communications Services Inc					
	153584			2016 - 03 - 03-07-16 Council	
		08693164133 02-2016		sewer, long distance	
			502-000-000-548-78-42-00	Communications	\$58.02
				pwsc, long dist. comm.	
		Total 08693164133 02-2016			\$58.02
	Total 153584				\$58.02
Total MCI Communications Services Inc					\$58.02
Mcllrath Family Farm Market					
	153585			2016 - 03 - 03-07-16 Council	
		64223		jail, food	
			001-000-021-523-20-31-01	Supplies - Jail Food	\$32.36
				jail, food	
		Total 64223			\$32.36
		64280		jail, food	
			001-000-021-523-20-31-01	Supplies - Jail Food	\$32.36
				jail, food	
		Total 64280			\$32.36
	Total 153585				\$64.72
Total Mcllrath Family Farm Market					\$64.72
Misc Refunds					
	153525			2016 - 03 - 03-07-16 Council	
		2016-04-30 Community Center, Ramos, Maria		Maria G Ramos	
		R#103493		comm ctr, refund deposit	
			001-000-999-589-90-00-76	Non Expenditure-Refund Park Deposit	\$250.00
		Total 2016-04-30 Community Center, Ramos, Maria R#103493			\$250.00
	Total 153525				\$250.00
	153586			2016 - 03 - 03-07-16 Council	
		Grimaldo, Maria Nunez, Comm Ctr 03-12-16		Maria Nunez	
		R#109241		Comm Ctr, Refund R#109241	
			001-000-999-589-90-00-77	Non-Expenditure-Refund Community Center Deposit	\$50.00
		Total Grimaldo, Maria Nunez, Comm Ctr 03-12-16 R#109241			\$50.00
	Total 153586				\$50.00
Total Misc Refunds					\$300.00

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Vendor	Number	Reference	Account Number	Description	Amount
Mitel Business Systems Inc	153587			2016 - 03 - 03-07-16 Council	
		99072869	citywide, telephone system 503-000-000-594-18-64-00	Capital Outlay-Interdepartment-Electronic Equipment	\$4,825.42
		Total 99072869			\$4,825.42
		99085126	citywide, telephone system 503-000-000-594-18-64-00	Capital Outlay-Interdepartment-Electronic Equipment	\$67.39
		Total 99085126			\$67.39
		99085362	citywide, telephone system 503-000-000-594-18-64-00	Capital Outlay-Interdepartment-Electronic Equipment	\$333.60
		Total 99085362			\$333.60
		99088770	citywide, telephone system 503-000-000-594-18-64-00	Capital Outlay-Interdepartment-Electronic Equipment	\$66.90
		Total 99088770			\$66.90
	Total 153587				\$5,293.31
Total Mitel Business Systems Inc					\$5,293.31
Needham, Richard	153588			2016 - 03 - 03-07-16 Council	
		1029-180679	pd, chief's meeting 001-000-021-521-10-43-00	Travel & Training	\$19.91
		Total 1029-180679			\$19.91
		30003-021016	pd, crime stoppers meeting 001-000-021-521-10-43-00	Travel & Training	\$13.35
		Total 30003-021016			\$13.35
	Total 153588				\$33.26
Total Needham, Richard					\$33.26
Nuvodia LLC	153589			2016 - 03 - 03-07-16 Council	
		INV00029273	citywide, IT service 503-000-000-518-81-41-00	Professional Services	\$6,076.30
		Total INV00029273			\$6,076.30
		INV00029830	citywide, IT service 503-000-000-518-81-41-00	Professional Services	\$6,076.30
		Total INV00029830			\$6,076.30
	Total 153589				\$12,152.60
Total Nuvodia LLC					\$12,152.60

Vendor	Number	Reference	Account Number	Description	Amount
Office Depot Business Solutions					
	153590			2016 - 03 - 03-07-16 Council	
		825040359001			
			admin, supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$50.28
				city hall, office supplies	
		Total 825040359001			\$50.28
		82504041001			
			admin, supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$5.62
				city hall, office supplies	
		Total 82504041001			\$5.62
		825336715001			
			admin, supplies		
			001-000-000-514-23-31-00	Operating Supplies	(\$2.00)
				city hall, office supplies	
		Total 825336715001			(\$2.00)
	Total 153590				\$53.90
Total Office Depot Business Solutions					
					\$53.90
Olivas, Yuritzbi					
	153591			2016 - 03 - 03-07-16 Council	
		108735880			
			admin, clothing allowance		
			001-000-000-514-23-31-10	Supplies-Clothing Allowance	\$101.53
		Total 108735880			\$101.53
		229996176			
			admin, clothing allowance		
			001-000-000-514-23-31-10	Supplies-Clothing Allowance	\$198.47
		Total 229996176			\$198.47
	Total 153591				\$300.00
Total Olivas, Yuritzbi					
					\$300.00
One Call Concepts Inc					
	153592			2016 - 03 - 03-07-16 Council	
		6029104			
			water, service		
			401-000-000-534-50-41-00	Professional Services	\$6.60
				water, locate svc.	
		Total 6029104			\$6.60
	Total 153592				\$6.60
Total One Call Concepts Inc					
					\$6.60

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Vendor	Number	Reference	Account Number	Description	Amount
Optics Plant Inc					
	153593			2016 - 03 - 03-07-16 Council	
		7224770			
			barton's,disney		
			001-000-021-521-22-31-10	Supplies-Uniforms	\$239.98
		Total 7224770			\$239.98
	Total 153593				\$239.98
Total Optics Plant Inc					\$239.98
Pacific Power					
	153594			2016 - 03 - 03-07-16 Council	
		Invoice - 2/29/2016 4:58:02 PM			
			citywide, electrical		
			001-000-000-518-30-47-30	Utilities-Electricity Item 40-0-000 0 City Hall	\$355.87
			001-000-021-521-50-47-30	Utilities-Electricity Item 34-1-032 8 Police/Jail/Court Building	\$855.55
			001-000-021-521-50-47-30	Utilities-Electricity Item 35-1-032 8 Police/Jail/Court Building	\$87.77
			001-000-022-522-50-47-00	Utilities Item 41-Fire Dept-205 S Frontage Rd	\$352.66
			001-000-076-575-50-47-00	Utilities Item 46-028 6 Community Center	\$293.02
			001-000-300-576-20-47-00	Utilities Item 14-1-009 6 South Camas	\$224.98
			001-000-300-576-20-47-00	Utilities Item 44-1-006 2 Swimming Pool	\$68.93
			001-000-300-576-80-47-00	Utilities Item 10-1-005 4 Lion's Park Pump behind PW	\$0.24
			001-000-300-576-80-47-00	Utilities Item 13-1-008 8 Baseball Restrooms lift station	\$27.96
			001-000-300-576-80-47-00	Utilities Item 43- French Ln Ss 3pe Camas, Lights/sound Stage	\$11.89
			001-000-300-576-80-47-00	Utilities Item 12-1-007 0 Baseball Irrigation Well Pump	\$17.90
			001-000-300-576-80-47-00	Utilities Item 02-1-001 3 #2 Park 1000 S Camas Ave	\$18.73
			101-000-000-542-30-47-00	Utilities Item 23-1-019 5 9th/Naches Lift Pump-Drainage	\$13.79
			101-000-000-542-63-47-00	Utilities Item 28-1-025 2 #4 Street Lights 7000 Sch 57	\$1,367.94
			101-000-000-542-63-47-00	Utilities Item 21-1-016 1 508 W First St	\$115.24
			101-000-000-542-63-47-00	Utilities Item 25-1-025 2 #1 Street Lights 9500 Lumen Sch 51	\$24.87

Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-63-47-00	Utilities	\$261.11
				Item 04-1-001 3 #4 Downtown Wapato Ave	
			101-000-000-542-63-47-00	Utilities	\$653.05
				Item 26-1-025 2 #2 Street Lights 21000 Lumen Sch 53F	
			101-000-000-542-63-47-00	Utilities	\$71.35
				Item 50-1-001 1 Street Lights Wapato WA 185 W Led Sch 51	
			101-000-000-542-63-47-00	Utilities	\$22.44
				Item 27-1-025 2 #3 Street Lights Sch 57	
			101-000-000-542-63-47-00	Utilities	\$337.85
				Item 15-1-010 4 Dove Lane Street Lights	
			101-000-000-542-64-47-00	Utilities	\$84.53
				Item 42-NECorner Donald Rd & Track Rd	
			101-000-000-542-64-47-00	Utilities	\$149.02
				Item 06-1-001 3 #6 Signal Donald/First	
			101-000-000-542-64-47-00	Utilities	\$17.26
				Item 45-1-001 3 9th SS3PE SWAP, Warehouse schedule 24	
			401-000-000-534-80-47-00	Utilities	\$315.51
				Item 20-1-015 3 Well #3 & 4 Sitcum/Wasco	
			401-000-000-534-80-47-00	Utilities	\$202.67
				Item 47- Well @ 9th E 1PE E CAmas	
			402-000-000-535-80-47-00	Utilities	\$61.64
				Item 38 1 001 3 Naches ave sewer lift station	
			402-000-000-535-80-47-00	Utilities	\$4,266.32
				Item 01-1-001 3 #1 Wastewater Treatment Plant	
			402-000-000-535-80-47-00	Utilities	\$71.88
				Item 16-1-011 2 Skone Lane lift station	
			402-000-000-535-80-47-00	Utilities	\$5,133.66
				Item 49-1-001 3 68170 Hwy 97 800 amp	
			402-000-000-535-80-47-00	Utilities	\$157.20
				Item 29-1-026 0 E First/Track	
			404-000-000-536-20-47-00	Utilities	\$0.37
				Item 18-1-013 8 Cemetery Irrigation Pump	
			404-000-000-536-20-47-00	Utilities	\$68.28
				Item 19-1-014 6 Cemetery Electrical Power	
			502-000-000-548-78-47-00	Utilities	\$189.00
				Item 07-1-002 1 PWSC French Lane	
			Total Invoice - 2/29/2016 4:58:02 PM		\$15,900.48
			Total 153594		\$15,900.48
			Total Pacific Power		\$15,900.48

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Vendor	Number	Reference	Account Number	Description	Amount
Paladin Data Systems Corporation					
	153595			2016 - 03 - 03-07-16 Council	
		170061617			
			pd, software assurance		
			001-000-021-521-10-49-30	Miscellaneous-Dues-Memberships-Subscriptions	\$864.00
		Total 170061617			\$864.00
	Total 153595				\$864.00
Total Paladin Data Systems Corporation					
Pete's Cleaning Service					
	153596			2016 - 03 - 03-07-16 Council	
		Invoice - 3/4/2016 1:02:54 PM			
			001-000-000-518-30-48-10	Repair & Maintenance-Janitorial	\$400.00
			City Hall		
		Total Invoice - 3/4/2016 1:02:54 PM			\$400.00
	Total 153596				\$400.00
Total Pete's Cleaning Service					
Six Robblees Inc					
	153597			2016 - 03 - 03-07-16 Council	
		3-607343			
			err-sewer, supplies		
			501-000-035-548-68-31-00	Supplies	\$26.07
		Total 3-607343			\$26.07
		3-607899			
			err-pwsc, supplies		
			501-000-042-548-68-31-00	Supplies	\$121.41
		Total 3-607899			\$121.41
	Total 153597				\$147.48
Total Six Robblees Inc					
Stach Steel Supply					
	153598			2016 - 03 - 03-07-16 Council	
		3151			
			001-000-300-576-80-31-00	Supplies	\$112.90
		Total 3151			\$112.90
	Total 153598				\$112.90
Total Stach Steel Supply					
SupplyWorks					
	153599			2016 - 03 - 03-07-16 Council	
		358229185			
			jail,supplies		
			001-000-021-521-50-31-00	Operating Supplies	\$12.36
			001-000-021-523-20-31-00	Supplies	\$222.30
		Total 358229185			\$234.66
	Total 153599				\$234.66
Total SupplyWorks					

Vendor	Number	Reference	Account Number	Description	Amount
The Wesley Group					
	153600			2016 - 03 - 03-07-16 Council	
		5868			
			pd-pwd, attorney		
			001-000-000-515-30-41-30	Professional Services-Attorney-Labor	\$112.50
			AFSCME		
			001-000-021-515-30-41-30	Professional Services-Attorney-Labor	\$75.00
			Teamster		
		Total 5868			\$187.50
	Total 153600				\$187.50
Total The Wesley Group					\$187.50
UPS					
	153601			2016 - 03 - 03-07-16 Council	
		00004y3r77066			
			001-000-022-522-20-42-00	Communications	\$17.28
		Total 00004y3r77066			\$17.28
	Total 153601				\$17.28
Total UPS					\$17.28
US Bank Voyager Fleet Systems					
		EFT Payment 3/4/2016 1:14:40 PM - 2		2016 - 03 - 03-07-16 Council	
		8693479970316			
			citywide, vehicle fuel		
			501-000-021-548-68-32-00	Fuel	\$105.34
			pd		
			501-000-021-548-68-32-00	Fuel	\$91.01
			jail		
			501-000-021-548-68-32-00	Fuel	\$75.90
			pd		
			501-000-021-548-68-32-00	Fuel	\$100.11
			pd		
			501-000-021-548-68-32-00	Fuel	\$123.77
			pd		
			501-000-021-548-68-32-00	Fuel	\$137.69
			pd		
			501-000-021-548-68-32-00	Fuel	\$22.16
			pd		
			501-000-021-548-68-32-00	Fuel	\$89.09
			pd		
			501-000-021-548-68-32-00	Fuel	\$104.54
			pd		
			501-000-021-548-68-32-00	Fuel	\$54.79
			pd		
			501-000-021-548-68-32-00	Fuel	\$109.56
			pd		

Vendor	Number	Reference	Account Number	Description	Amount
			501-000-021-548-68-32-00	Fuel	\$108.33
			pd		
			501-000-021-548-68-32-00	Fuel	\$46.33
			pd		
			501-000-022-548-68-32-00	Fuel	\$39.15
			fire		
			501-000-022-548-68-32-00	Fuel	\$160.88
			501-000-024-548-68-32-00	Fuel	\$29.87
			Bldg		
			501-000-034-548-68-32-00	Fuel	\$151.18
			water		
			501-000-035-548-68-32-00	Fuel	\$86.72
			sewer		
			501-000-035-548-68-32-00	Fuel	\$53.80
			sewer		
			501-000-035-548-68-32-00	Fuel	\$20.67
			sewer		
			501-000-036-548-68-32-00	Fuel	\$70.27
			cemetery		
			501-000-036-548-68-32-00	Fuel	\$26.46
			cemetery		
			501-000-042-548-68-32-00	Fuel	\$33.23
			pd		
			501-000-042-548-68-32-00	Fuel	\$43.36
			street		
			501-000-042-548-68-32-00	Fuel	\$44.06
			street		
			501-000-048-548-68-32-00	Fuel	\$36.71
			pwsc		
			501-000-048-548-68-32-00	Fuel	\$21.16
			fire		
			501-000-048-548-68-32-00	Fuel	\$51.34
			pwsc		
			501-000-048-548-68-32-00	Fuel	\$53.05
			pwsc		
			501-000-048-548-68-32-00	Fuel	\$10.19
			pwsc		
			501-000-048-548-68-32-00	Fuel	\$81.11
			pwsc		
			501-000-048-548-68-32-00	Fuel	\$78.54
			pwsc		
			501-000-076-548-68-32-00	Fuel	\$33.16
			parks		

Vendor	Number	Reference	Account Number	Description	Amount
			501-000-076-548-68-32-00	Fuel	\$109.37
			parks		
			Total 8693479970316		\$2,402.90
			Total EFT Payment 3/4/2016 1:14:40 PM - 2		\$2,402.90
Total US Bank Voyager Fleet Systems					\$2,402.90
US Bankcorp Equipment Finance Inc					
	153602			2016 - 03 - 03-07-16 Council	
		297738858			
			citywide, copier lease		
			503-000-000-518-81-45-00	Rentals & Leases-Copiers	\$1,724.96
		Total 297738858			\$1,724.96
					\$1,724.96
					\$1,724.96
Total 153602					
Total US Bankcorp Equipment Finance Inc					
Valley Septic Service LLC					
	153603			2016 - 03 - 03-07-16 Council	
		129867			
			404-000-000-536-20-47-00	Utilities	\$73.37
			cemetery toilet rental		
		Total 129867			\$73.37
					\$73.37
Total 153603					\$73.37
Total Valley Septic Service LLC					\$73.37
Verizon Wireless-Cell Phones					
	153604			2016 - 03 - 03-07-16 Council	
		9759774219			
			citywide, cell phones		
			001-000-000-513-10-42-00	Communications	\$65.16
			mayor, cell phone		
			001-000-000-514-23-42-00	Communications	\$58.57
			city hall, cell phone		
			001-000-021-521-10-42-00	Communications	\$111.83
			pd, chief's cell phones		
			001-000-021-521-30-42-00	Communications	\$58.58
			pd, SRO		
			001-000-022-522-10-42-00	Communication	\$58.58
			fd, cell phones		
			001-000-300-524-20-42-00	Communications	\$58.57
			bi/ce, cell phone		
			502-000-000-548-78-42-00	Communications	\$292.29
			pwd, cell phone		
		Total 9759774219			\$703.58
		9760231711			
			citywide, cell phones (flip)		
			001-000-000-514-23-42-00	Communications	\$18.18
			city hall, cell phone		

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-021-521-22-42-00	Communications	\$226.46
				pd, patrol cell phones	
			001-000-022-522-10-42-00	Communication	\$54.27
				fd, cell phones	
			001-000-076-575-50-42-00	Communication	\$18.15
				comm ctr, cell phone	
			502-000-000-548-78-42-00	Communications	\$174.20
				pwd, cell phone	
		Total 9760231711			\$491.26
	Total 153604				\$1,194.84
Total Verizon Wireless-Cell Phones					\$1,194.84
W L Construction Supply					
153605			2016 - 03 - 03-07-16 Council		
		8977			
			fd, supplies		
			001-000-022-522-20-31-00	Supplies	\$409.99
		Total 8977			\$409.99
	Total 153605				\$409.99
Total W L Construction Supply					\$409.99
WA ST Auditors Office					
153606			2016 - 03 - 03-07-16 Council		
		L112627			
			citywide, audit		
			001-000-000-514-23-51-02	Interg'mental Prof Services-State Auditors	\$1,024.10
		Total L112627			\$1,024.10
	Total 153606				\$1,024.10
Total WA ST Auditors Office					\$1,024.10
WA ST Dept of Corrections					
153607			2016 - 03 - 03-07-16 Council		
		F147635			
			jail, inmate food		
			001-000-021-523-20-31-01	Supplies - Jail Food	\$75.49
		Total F147635			\$75.49
	Total 153607				\$75.49
Total WA ST Dept of Corrections					\$75.49
WA ST Dept of Health					
153608			2016 - 03 - 03-07-16 Council		
		2016 application delvo			
			water, licensing		
			401-000-000-534-10-51-00	Interg'mental Profes Services	\$87.00
		Total 2016 application delvo			\$87.00
	Total 153608				\$87.00
Total WA ST Dept of Health					\$87.00

Vendor	Number	Reference	Account Number	Description	Amount
WA ST Dept of Licensing					
EFT Payment 3/3/2016 8:24:42 PM - 2					
2016 - 03 - 03-07-16 Council					
		WA0000052-Valdez			
		pd, cpl			
		001-000-999-586-21-00-00		Gun Permits-Concealed Pistols	\$18.00
		Total WA0000052-Valdez			\$18.00
		WA0000053-Hernandez			
		pd, cpl			
		001-000-999-586-21-00-00		Gun Permits-Concealed Pistols	\$18.00
		Total WA0000053-Hernandez			\$18.00
		Total EFT Payment 3/3/2016 8:24:42 PM - 2			\$36.00
EFT Payment 3/4/2016 1:14:40 PM - 3					
2016 - 03 - 03-07-16 Council					
		WA0000054-Alcantar			
		pd, cpl			
		001-000-999-586-21-00-00		Gun Permits-Concealed Pistols	\$18.00
		Total WA0000054-Alcantar			\$18.00
		WA0000055-Lopez			
		pd, cpl			
		001-000-999-586-21-00-00		Gun Permits-Concealed Pistols	\$21.00
		Total WA0000055-Lopez			\$21.00
		WA0000056-Ramos			
		pd, cpl			
		001-000-999-586-21-00-00		Gun Permits-Concealed Pistols	\$18.00
		Total WA0000056-Ramos			\$18.00
		WA0000057-Martinez			
		pd, cpl			
		001-000-999-586-21-00-00		Gun Permits-Concealed Pistols	\$18.00
		Total WA0000057-Martinez			\$18.00
		Total EFT Payment 3/4/2016 1:14:40 PM - 3			\$75.00
Total WA ST Dept of Licensing					
WA ST Dept of Transportation					
153609					
2016 - 03 - 03-07-16 Council					
		RE 45 JE5252 L081			
		st, traffic light maintenance			
		101-000-000-542-64-51-00		Interg'mental Profes Service	\$130.02
		Total RE 45 JE5252 L081			\$130.02
		RE 45 JE5253 L085			
		st, traffic light maintenance			
		101-000-000-542-64-51-00		Interg'mental Profes Service	\$169.25
		Total RE 45 JE5253 L085			\$169.25

Vendor	Number	Reference	Account Number	Description	Amount
		RE 45 JE5476 L032			
			st, traffic light maintenance		
			101-000-000-542-64-51-00	Interg'mental Profes Service	\$130.02
		Total RE 45 JE5476 L032			\$130.02
	Total 153609				\$429.29
Total WA ST Dept of Transportation					\$429.29
WA ST Office of the Treasurer					
153610					
				2016 - 03 - 03-07-16 Council	
		December 2015 Court Remittance			
			court, remittance to state		
			001-000-999-586-10-00-00	Agency Dist-Building Permit FE	\$9.00
			001-000-999-586-83-00-00	Agency Disb-St-Trauma Care	\$101.36
			001-000-999-586-83-00-31	Agency Dist-Auto Theft Prevent	\$203.01
			001-000-999-586-83-00-32	Agency Dist-Trau Brain Injury	\$37.77
			001-000-999-586-88-00-00	Agency Dist-St-Psea 3	\$41.03
			001-000-999-586-89-00-09	Court-WSP Hiway Acct	\$13.50
			001-000-999-586-89-00-14	Court-Hwy Safety Acct	\$3.77
			001-000-999-586-89-00-15	Court-Death Inv Acct	\$2.37
			001-000-999-586-91-00-00	Agency Disbb-St-Psea 1	\$1,682.74
			001-000-999-586-92-00-00	Agency Disb-St-Psea 2	\$997.72
			001-000-999-586-96-00-00	Lab/Breath Test	\$17.40
			001-000-999-586-97-00-00	Agency Dist-St-Jis	\$447.13
			001-000-999-586-99-00-00	Agency Disb-St-Sch Zone Safety	\$161.05
		Total December 2015 Court Remittance			\$3,717.85
	Total 153610				\$3,717.85
Total WA ST Office of the Treasurer					\$3,717.85
Wapato Dairy Queen					
153611				2016 - 03 - 03-07-16 Council	
		00012-0167			
			pwsc, inmate meal		
			502-000-000-548-78-43-00	Travel & Training	\$8.08
				pwsc, inmate Meals	
		Total 00012-0167			\$8.08
		00016-0221			
			pwsc, inmate meal		
			502-000-000-548-78-43-00	Travel & Training	\$7.54
				pwsc, inmate Meals	
		Total 00016-0221			\$7.54
		00027-0219			
			pwsc, inmate meal		
			502-000-000-548-78-43-00	Travel & Training	\$7.54

40

Vendor	Number	Reference	Account Number	Description	Amount
				pwsc, inmate Meals	
		Total 00027-0219			\$7.54
	Total 153611				\$23.16
Total Wapato Dairy Queen					\$23.16
Wilbert Precast Inc					
	153612			2016 - 03 - 03-07-16 Council	
		1056032			
			cem, supplies		
			404-000-000-536-20-34-00	Supplies For Resale-Liners	\$745.00
		Total 1056032			\$745.00
		1056293			
			cem, supplies		
			404-000-000-536-20-34-00	Supplies For Resale-Liners	\$630.00
		Total 1056293			\$630.00
	Total 153612				\$1,375.00
Total Wilbert Precast Inc					\$1,375.00
Wilson Irrigation & Orchard Supply Inc					
	153613			2016 - 03 - 03-07-16 Council	
		1580327-IN			
			water, parts		
			501-000-042-548-68-31-00	Supplies	\$41.36
		Total 1580327-IN			\$41.36
	Total 153613				\$41.36
Total Wilson Irrigation & Orchard Supply Inc					\$41.36
Wilson, Robert T.					
	153614			2016 - 03 - 03-07-16 Council	
		2015 SSA 1099 Wilson			
			pd, leoff retiree		
			001-000-021-521-10-28-00	Benefits-LEOFF I Retirees	\$1,258.80
		Total 2015 SSA 1099 Wilson			\$1,258.80
	Total 153614				\$1,258.80
Total Wilson, Robert T.					\$1,258.80
Yakima CO Auditor					
	153526			2016 - 03 - 03-07-16 Council	
		Trader St Easement Recording 022416			
			grant-trader st easement recording		
			102-000-170-595-10-41-00	Professional Services	\$77.00
		Total Trader St Easement Recording 022416			\$77.00
	Total 153526				\$77.00
Total Yakima CO Auditor					\$77.00

Vendor	Number	Reference	Account Number	Description	Amount
Yakima CO Auditors-Elections Division					
	153615			2016 - 03 - 03-07-16 Council	
		2015 Election Cost			
			citywide, election cost		
			001-000-000-514-40-51-00	Yakima County Auditor	\$5,064.42
		Total 2015 Election Cost			\$5,064.42
	Total 153615				\$5,064.42
Total Yakima CO Auditors-Elections Division					
Yakima CO Treasurer					
	153616			2016 - 03 - 03-07-16 Council	
		191114-23003 2016			
			park, taxes		
			001-000-300-576-80-44-00	Intergovernmental Taxes and Assessments	\$6.00
		Total 191114-23003 2016			\$6.00
		191115-23477 2016			
			water, taxes		
			401-000-000-534-80-44-00	Taxes	\$15.40
		Total 191115-23477 2016			\$15.40
	Total 153616				\$21.40
Total Yakima CO Treasurer					
Yakima CO Treasurer-Crime Victims					
	153617			2016 - 03 - 03-07-16 Council	
		December 2015 Court Remittance-County			
			court, remittance		
			001-000-999-586-12-00-00	Agency Disb-CO Reimb-Crime Vic	\$66.04
		Total December 2015 Court Remittance-County			\$66.04
	Total 153617				\$66.04
Total Yakima CO Treasurer-Crime Victims					
Yakima Herald-Republic					
	153618			2016 - 03 - 03-07-16 Council	
		618655-110021			
			pd, employment advertising		
			001-000-021-523-10-41-44	Advertising	\$707.04
		Total 618655-110021			\$707.04
	Total 153618				\$707.04
Total Yakima Herald-Republic					
Yakima Valley Conference of Government					
	153619			2016 - 03 - 03-07-16 Council	
		CDBG Planning Only Grant-Comp Plan-Jan 2016			
			planning, comp plan		
			001-000-022-558-60-41-03	Professional Services-Comp Plan	\$346.76
		Total CDBG Planning Only Grant-Comp Plan-Jan 2016			\$346.76

Vendor	Number	Reference	Account Number	Description	Amount
		Park Master Plan - Dec 2015			
		park, master plan	001-000-300-576-10-41-00	Professional Services	\$1,109.76
				park, master plan	
		Total Park Master Plan - Dec 2015			\$1,109.76
		Park Master Plan - Jan 2016			
		park, master plan	001-000-300-576-10-41-00	Professional Services	\$1,326.97
				park, master plan	
		Total Park Master Plan - Jan 2016			\$1,326.97
		Technical Assistance 010115WP-Dec 2015			
		planning, prof service	001-000-022-558-60-41-01	Prof Services-Technical Contra	\$716.36
				fd, planning	
		Total Technical Assistance 010115WP-Dec 2015			\$716.36
		Technical Assistance 010116WP-Jan 2016			
		planning/Grant, prof service	001-000-022-558-60-41-01	Prof Services-Technical Contra	\$1,278.31
				fd, planning	
			420-000-175-594-35-41-00	Professional Services	\$207.14
				NEPA	
		Total Technical Assistance 010116WP-Jan 2016			\$1,485.45
	Total 153619				\$4,985.30
Total Yakima Valley Conference of Government					\$4,985.30
Yakima Valley Publishing Inc					
153620				2016 - 03 - 03-07-16 Council	
	39506				
		park, comp plan hearing notice	001-000-300-511-30-41-40	Professional Services-Public Notices	\$53.13
	Total 39506				\$53.13
	Total 153620				\$53.13
Total Yakima Valley Publishing Inc					\$53.13
Yakindo Web Designs Inc					
153621				2016 - 03 - 03-07-16 Council	
	402				
		citywide, internet	503-000-000-518-81-41-00	Professional Services	\$438.75
	Total 402				\$438.75
	Total 153621				\$438.75
Total Yakindo Web Designs Inc					\$438.75
Grand Total	Vendor Count		84		\$211,821.52

RESOLUTION NO. 2016-05

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO,
WASHINGTON, AUTHORIZING THE MAYOR TO SURPLUS EQUIPMENT AND
OTHER ITEMS THAT ARE EITHER OBSOLETE OR UNUSABLE**

WHEREAS, the City of Wapato has equipment and other items that are either obsolete or unusable and it is in the best interests of the City of Wapato to surplus or dispose of those items;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:

Section 1: The City of Wapato has certain equipment and other items that are no longer needed or useful and the Mayor is authorizing it to be declared surplus, to sell or dispose of each, as is appropriate.

Section 2: Police Body Armor - 2

ADOPTED BY THE CITY COUNCIL this ____ day of _____, 2016.

Jesse Farias, Mayor

ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer

Kellen Holgate, City Attorney

1st Touch Date: _____

2nd Touch Date: _____



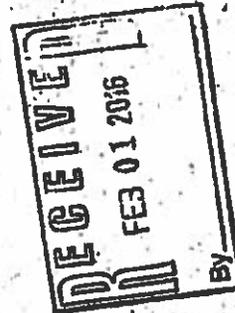
BASIN DISPOSAL, INC.

P.O. Box 3850 Pasco, WA 99302-3850

(509) 547-2476
800-642-6447
(509) 547-8617 fax
2021 N. Commercial Ave.
Pasco, WA 99301

January 26, 2016

Jesse Farias-Mayor
City of Wapato
205 E 3rd
Wapato, WA 98951



Honorable Mayor Jesse Farias:

I hope this letter finds you in good health and spirits. It is time for the contractual rate adjustment based on the (Consumer Price Index) CPI. Please consider this letter as a request for a meeting to discuss the proposed CPI adjustment scheduled for March 1, 2016.

The contract specifies a CPI adjustment of rates, based on 80% of All Urban Consumers CPI, Seattle-Tacoma-Bremerton, WA, All Items, Base 1982-84=100. We are utilizing December's data. The 12 month percentage change is 2.20%; the adjustment factor is 1.76% ($2.2\% \times .80 = 1.76\%$) to be applied to all rates defined in the contract. In addition to the above CPI adjustment, we have incorporated the fuel surcharge into the new residential rates. For your convenience, I am enclosing a copy of the proposed rates along with a copy of the CPI sheet. I have highlighted the appropriate pieces of data.

We are most willing to meet with you for conversation on the topic of the rate adjustment and any other solid waste issues. Thank you for your attention in this matter, and please feel free to contact me at 800-642-6447 or 509-544-7715, should you have any questions.

Basin Disposal of Yakima, LLC is certainly appreciative of the opportunity to provide services to the City of Wapato.

Sincerely,

Darrick Dietrich
Basin Disposal of Yakima, LLC

Enclosures

www.basindisposal.com

**CITY OF WAPATO
EFFECTIVE 04/01/16**

RESIDENTIAL FEES		2016	COMMERCIAL FEES		2016 PRORATE
DEPOSIT			DEPOSIT		
RESIDENTIAL 32	\$	8.64	COMMERICAL 64	\$	14.15 \$ 3.27
RESIDENTIAL 64	\$	12.52	COMMERICAL 96-EACH	\$	16.33 \$ 3.77
RESIDENTIAL 96	\$	14.11	1 CAN PER MONTH		
DELIVERY CHRGR			EXTRA COMM CAN OR BAG	\$	2.12
RETURN TRIP CHRGR	\$	6.07	EXTRA YARDS	\$	15.05
RESTART FEE					
EXTRA CAN/BAG	\$	2.12			
EXTRA YARDS	\$	15.05			
DRIVE IN					
PULL OUT	\$	1.23			
RETURN CHECK					
TEMP & SP P/UP SMALL CONT	2016		PERM SMALL CONTAINERS	2016 PRORATE	
DELIVERY FEE	\$	33.75	DELIVERY FEE	\$	33.75
DAILY RENT	\$	1.51	1.5YD 1X PER WK	\$	47.62 \$ 11.00
1YD			1.5YD 2X PER WK	\$	95.25 \$ 22.00
1.5YD / 300 GAL	\$	11.91	1.5YD 3X PER WK	\$	142.87 \$ 33.00
2YD(3 X 3 1/2 X 5)	\$	15.46	1.5YD 4X PER WK	\$	190.49 \$ 43.99
3YDS (4 X 4 1/2 X 5)	\$	22.08	1.5YD 5X PER WK	\$	238.11 \$ 54.99
4YDS (4 X 6 X 5)	\$	27.99	2YD 1X PER WK	\$	81.79 \$ 14.27
6YDS (6 X 6 X 5)	\$	37.00	2YD 2X PER WK	\$	123.57 \$ 28.54
8YDS (6 X 6 X 7)	\$	45.04	2YD 3X PER WK	\$	185.36 \$ 42.81
			2YD 4X PER WK	\$	247.15 \$ 57.08
			2YD 5X PER WK	\$	308.93 \$ 71.35
			3YD 1X PER WK	\$	88.17 \$ 20.36
			3YD 2X PER WK	\$	176.35 \$ 40.73
			3YD 3X PER WK	\$	264.51 \$ 61.09
			3YD 4X PER WK	\$	352.69 \$ 81.45
			3YD 5X PER WK	\$	440.88 \$ 101.82
			4YD 1X PER WK	\$	111.97 \$ 25.86
			4YD 2X PER WK	\$	223.94 \$ 51.72
			4YD 3X PER WK	\$	335.90 \$ 77.58
			4YD 4X PER WK	\$	447.87 \$ 103.43
			4YD 5X PER WK	\$	559.84 \$ 129.29
			6YD 1X PER WK	\$	148.02 \$ 34.19
			6YD 2X PER WK	\$	296.04 \$ 68.37
			6YD 3X PER WK	\$	444.07 \$ 102.56
			6YD 4X PER WK	\$	592.08 \$ 136.74
			6YD 5X PER WK	\$	740.10 \$ 170.92
			8YD 1X PER WK	\$	180.19 \$ 41.61
			8YD 2X PER WK	\$	360.37 \$ 83.23
			8YD 3X PER WK	\$	540.56 \$ 124.84
			8YD 4X PER WK	\$	720.75 \$ 168.46
			8YD 5X PER WK	\$	900.94 \$ 208.07
DROP BOXES	2016		MISC ADDITIONAL CHARGES	2016	
DISPOSAL FEES	\$	30.89	CAR TIRES		
DAILY RENT	\$	5.72	TRUCK TIRES		
MILEAGE			TRACTOR TIRES		
PLACEMENT FEE	\$	90.42	PREP CONT FOR LOCK		
TAXES			STEAM CLEAN	\$	30.13
11YD (8 X 16 X 4)			HOURLY RATE	\$	96.45
20 YD (8 X 16 X 4)	\$	48.27	XTRA MAN MIN 1/2 HOUR		
20 YD COMP	\$	86.80			
30 YD (8 X 16 X 6)	\$	69.93			
30 YD COMP	\$	131.41			
35 YD					
35 YD COMP					
40 YD (8 X 16 X 7)	\$	87.21			
40YD COMP	\$	156.73			
50 YD (8 X 16 X 8)					
GREEN WASTE TONNAGE	\$	16.00			

Databases, Tables & Calculators by Subject

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include graphs include annual averages

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Data extracted on: January 25, 2016 (1:14:00 PM)

Consumer Price Index - All Urban Consumers

Series Id: CUURA423SA0, CUUSA423SA0
 Not Seasonally Adjusted
 Area: Seattle-Tacoma-Bremerton, WA
 Item: All items
 Base Period: 1982-84=100

Download: [.xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005		197.6		201.3		199.8		199.9		203.3		200.9	200.2	199.2	200.2
2006		203.6		207.4		208.2		209.6		209.8		209.3	207.6	205.8	207.6
2007		211.704		215.767		215.510		215.978		218.427		218.966	215.656	213.810	215.656
2008		221.728		223.196		228.068		227.745		225.915		222.580	224.719	223.569	222.580
2009		224.737		225.918		227.257		227.138		226.277		225.596	226.028	225.580	226.028
2010		226.085		226.513		226.118		227.645		227.251		226.862	226.693	226.195	226.693
2011		229.482		231.314		233.250		233.810		235.916		234.812	232.765	230.815	232.765
2012		235.744		237.931		239.540		240.213		241.355		237.993	238.663	237.344	238.663
2013		239.898		240.823		242.820		242.767		242.787		241.055	241.563	240.777	241.563
2014		242.770		246.616		247.642		247.185		247.854		245.050	246.018	245.125	246.018
2015		245.496		247.611		251.622		251.617		250.831		250.385	249.364	247.614	249.364

12-Month Percent Change

Series Id: CUURA423SA0, CUUSA423SA0
 Not Seasonally Adjusted
 Area: Seattle-Tacoma-Bremerton, WA
 Item: All items
 Base Period: 1982-84=100

Download: [.xls](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2005		2.1		3.6		2.3		2.7		3.5		3.0	2.8	2.7	3.0
2006		3.0		3.0		4.2		4.9		3.2		4.2	3.7	3.3	4.1
2007		4.0		4.0		3.5		3.0		4.1		4.6	3.9	3.9	3.8
2008		4.7		3.4		5.8		5.4		3.4		1.7	4.2	4.6	3.8
2009		1.4		1.2		-0.4		-0.3		0.2		1.4	0.6	0.9	-0.3

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2010		0.6		0.3		-0.5		0.2		0.4		0.6	0.3	0.3	0.3
2011		1.5		2.1		3.2		2.7		3.8		3.5	2.7	2.0	3.3
2012		2.7		2.9		2.7		2.7		2.3		1.4	2.5	2.8	2.2
2013		1.8		1.2		1.4		1.1		0.6		1.3	1.2	1.4	1.0
2014		1.2		2.4		2.0		1.8		2.1		1.7	1.8	1.8	1.9
2015		1.1		0.4		1.6		1.8		1.2		1.4	1.4	1.0	1.7

TOOLS

Areas at a Glance
 Industries at a Glance
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www.bls.gov | Telephone: 1-202-691-5200 | TDD: 1-800-877-8339 | [Contact Us](#)

RESOLUTION NO. 2016-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, ADOPTING THE CITY OF WAPATO PARKS AND RECREATION COMPREHENSIVE PLAN 2016-2021

WHEREAS, the City of Wapato operates and maintains an extensive park system; and,

WHEREAS, the City has developed a proposed Parks and Recreation Comprehensive Plan 2016-2021 (the "Proposed Plan"); and

WHEREAS, the Proposed Plan has been made available for public review and comment; and,

WHEREAS, SEPA Environmental Review has been completed and a Determination of Nonsignificance (DNS) was issued on February 3, 2016; and,

WHEREAS, the Proposed Plan complies with the State Recreation and Conservation Office (RCO) requirements; and,

WHEREAS, adoption of the Proposed Plan will permit the City to apply for state RCO funding; and,

WHEREAS, a public open house to receive comments on the plan was held on February 24, 2016; and,

WHEREAS, during its regularly scheduled meeting on March 7, 2016, the City Council held an open-record public hearing on the Parks and Recreation Comprehensive Plan 2016-2021; and,

WHEREAS, the City Council deems it to be in the best interest of the people of the City of Wapato that the Proposed Plan be approved and adopted; now, therefore,

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:

The City Council hereby approves and adopts the Parks and Recreation Comprehensive Plan 2016-2021, a copy of which is attached hereto and incorporated by this reference.

PASSED AND APPROVED this _____ day of _____, 2016

Jesse Farias, Mayor

Wapato Parks and Recreation Comprehensive Plan 2016-2021 Executive Summary

Purpose of the Plan:

- Previous plan is long-outdated.
- Compliance with planning requirements for the Washington State Recreation and Conservation Office to establish grant eligibility.

Contents of the Plan:

- Introduction – page 6
- Description of Planning Area – page 7
- Existing Recreation Areas and Facilities – page 12
- Goals, Objectives, and Policies – page 26
- Demand and Needs Analysis – page 31
- Capital Improvement Program – page 35
- Public Involvement – page 39
- Appendices – page 42

Process:

- Surveys were mailed with July 2015 Utility Bills – 29 were returned.
- Draft sections of the plan were produced by YVCOG and reviewed by Wapato staff.
- The draft plan was completed and made available for review on January 4, 2016.
- State Environmental Policy Act (SEPA) Review was completed. A Determination of Nonsignificance (DNS) was issued on January 20, 2016 and was not appealed.
- On February 24, 2016 a public open house was held from 5-7 pm at City Hall. About 10 residents came through to hear a brief presentation on the plan and ask questions.
- March 7, 2016 public hearing

Staff recommends approval of the Wapato Parks and Recreation Comprehensive Plan 2016-2021.

RESOLUTION 2016-04

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LOAN AGREEMENT WITH THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY FOR FINANCING OF NORTH WAPATO SEWER LIFT STATION.

WHEREAS, the City of Wapato has a sewer lift station, North Wapato Lift Station, that was put into operation in 1953, and

WHEREAS, the North Wapato Lift Station has undergone many operational problems and risks of structural and mechanical failure in recent years because of aging equipment; and,

WHEREAS, if the lift station fails, there will be significant risks and liability for sewage backup and environmental pollution into the groundwater;

WHEREAS, the North Wapato Lift Station needs to be totally replaced; and

WHEREAS, the City submitted an application to the Department of Ecology for project monies for construction of the North Wapato Lift Station that was approved. The Department of Ecology announced it would fund \$302,300.00 of the total cost of \$604,600.00 by loan; and

WHEREAS, the total loan amount is for \$302,300.00, with a forgivable principal of \$26,500.00; and

WHEREAS, the non-forgivable portion of the loan, \$275,800.00, is to be a revenue secure lien obligation, to be paid out of the City's sewer utility revenues; and

WHEREAS, the terms of the Ecology loan are for repayment of the non-forgivable portion over 20 years with a 2.4% interest rate.

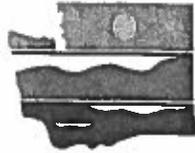
NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Wapato does resolve as follows:

Section 1. The Wapato City Council hereby authorizes the Mayor of the City of Wapato to execute a Loan Agreement with the Washington State Department of Ecology (Exhibit A).

Section 2. This resolution shall take effect and be in full force upon passage.

PASSED AND APPROVED this _____ day of _____, 2016

Jesse Farias, Mayor



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. WQC-2016-Wapato-00093

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF WAPATO

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

GENERAL INFORMATION

Project Title:	North Wapato Sewage Lift Station Replacement
Total Cost:	\$604,600.00
Total Eligible Cost:	\$302,300.00
Ecology Share:	\$302,300.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2015
The Expiration Date of this Agreement is no later than:	12/01/2017
Project Type:	Wastewater Facility

Project Short Description:

The RECIPIENT will design and construct a new lift station to replace the existing North Wapato Lift Station, the largest lift station in the RECIPIENT's sewer system. If the lift station fails, the RECIPIENT will face significant risks and liability for sewage backup and environmental pollution into the groundwater. To address the backup power issue, a new generator will be installed.

Project Long Description:

The RECIPIENT will design and construct a new lift station to replace the existing North Wapato Lift Station, the largest lift station in the RECIPIENT's sewer system. If the lift station fails, the RECIPIENT will face significant risks and liability for sewage backup and environmental pollution into the groundwater. To address the backup power issue, a new generator will be installed.

The North Wapato Lift Station is responsible for pumping the wastewater generated from the service area north of the BNSF railroad tracks. The lift station was constructed in 1953 and is a dry/wet well configuration. It is approaching the end of its life. It has many operational problems and risk of structural and mechanical failure in recent years because of the aging equipment. The RECIPIENT has identified structural issues with the wet

well; when the pumps are off and the water level in the wet well rises to a certain elevation, sewage leaks into the dry well. Sewage in the dry well creates an explosion hazard and an unsafe and unsanitary work space when wastewater operators are required to clean the dry well after these leaks. The lift station is not equipped with a backup generator, and is therefore not in compliance with Section C2-1.8.3 of the Criteria for Sewage Works Design (2008, Ecology). The lift station is not currently fenced, and is therefore vulnerable to the risk of vandalism and theft. A failure of the lift station could result in sewage backups and spills for the northern half of the City. Due to the lack of surface water bodies in the vicinity, a prolonged or significant sewage spill would result in raw sewage infiltrating into the ground, and pollution of soil and groundwater in the vicinity.

This project consists of the total replacement of the North Wapato Lift Station. It will include a new wet well, two submersible pumps, control panel, backup generator, and fence.

Overall Goal:

The overall goal of this project is to increase the reliability and security of the North Wapato Lift Station by constructing a new lift station, bringing this critical piece of infrastructure to the State standards, and protecting both groundwater quality and public health.

RECIPIENT INFORMATION

Organization Name: CITY OF WAPATO

Federal Tax ID: 91-6001524

DUNS Number: 079255576

Mailing Address: 205 E 3rd St
 Wapato, WA 98951

Physical Address: 205 E 3rd St
 Wapato, Washington 98951

Organization Email: mwang@wapato-city.org

Contacts

<p>Project Manager</p>	<p>Menglou Wang Public Works Director</p> <p>205 E. 3rd Street Wapato, Washington 98951 Email: mwang@wapato-city.org Phone: (509) 877-3622</p>
<p>Billing Contact</p>	<p>Susan Pearson</p> <p>205 E 3rd St Wapato, Washington 98951-1326 Email: spearson@wapato-city.org Phone: (509) 877-2334</p>
<p>Authorized Signatory</p>	<p>Jesse Farias Mayor</p> <p>203 E. 3rd Street Wapato, Washington 98951 Email: jfarias@wapato-city.org Phone: (509) 877-2334</p>

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>Dan Ferguson</p> <p>1250 W Alder St. Yakima, Washington 98902 Email: dfer461@ecy.wa.gov Phone: (509) 457-7108</p>
<p>Financial Manager</p>	<p>Bill Hashim</p> <p>P.O. Box 47600 Olympia, Washington 98504-7600 Email: bhas461@ecy.wa.gov Phone: (360) 407-6549</p>
<p>Technical Advisor</p>	<p>Dan Ferguson</p> <p>1250 W Alder St. Yakima, Washington 98902 Email: dfer461@ecy.wa.gov Phone: (509) 457-7108</p>

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

CITY OF WAPATO

By: _____

By: _____

Heather Bartlett
Water Quality
Program Manager
Date

Jesse Farias
Mayor
Date

Template Approved to Form by
Attorney General's Office

SCOPE OF WORK

Task Number: 1 Task Cost: \$0.00

Task Title: Project Administration/Management

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 a recipient closeout report (including photos).

B. The RECIPIENT shall maintain documentation demonstrating compliance with applicable procurement, contracting, and interlocal agreement requirements; 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.

C. The RECIPIENT shall manage the project. Efforts include, but are not limited to: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. 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, and RECIPIENT closeout report.
- * Properly maintained project documentation

Recipient Task Coordinator: Menglou Wang

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

SCOPE OF WORK

Task Number: 2 Task Cost: \$26,500.00

Task Title: Lift Station Design

Task Description:

- A. The RECIPIENT will procure engineering services in accordance with state and federal law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for engineering services before ECOLOGY will provide reimbursement for work performed under this task.
- B. The RECIPIENT will design the replacement of the North Wapato Lift Station. Plans and specifications developed by the RECIPIENT must be consistent with the requirements of Chapter 173-240 WAC.
- C. The plans and specifications, construction contract documents, and addenda must be approved by the RECIPIENT prior to submittal for ECOLOGY review. All construction plans submitted to ECOLOGY for review and approval will be reduced to no larger than 11" x 17" in size. All reduced drawings must be completely legible. The project manager may request plans be submitted in either PDF or AutoCAD electronic format, and specifications in a searchable PDF or Microsoft Word electronic file. A current construction cost estimate will be submitted along with each plan/specification submittal. The project manager may request a spreadsheet in electronic file format.
- D. The RECIPIENT shall comply with Ecology's Archaeological Resource and Historic Property review process. The RECIPIENT will meet the federal requirements for Section 106 of the National Historic Preservation Act. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind begin until provisions of this process are complied with.
- E. Investment Grade Efficiency Audit. The RECIPIENT will procure a third party analysis of potential energy and water efficiency measures for incorporation into the design of any wastewater facilities. The analysis will identify potential efficiency measures, provide cost estimates, and evaluate their cost effectiveness.

Task Goal Statement:

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Task Expected Outcome:

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Recipient Task Coordinator: Menglou Wang

Lift Station Design

Deliverables

Number	Description	Due Date
2.1	Executed contracts for engineering services and documentation of the RECIPIENT's process for procuring engineering services.	
2.2	Two copies of the draft and final design .	
2.3	Documentation that fulfills Section 106 requirements, including Ecology review and approval.	
2.4	Investment Grade Efficiency Audit documentation.	

SCOPE OF WORK

Task Number: 3 Task Cost: \$203,900.00

Task Title: Lift Station Construction

Task Description:

A. The RECIPIENT will include ECOLOGY's specification insert in the bid documents. The RECIPIENT will execute a contract with the low responsive responsible bidder to construct the PROJECT. The RECIPIENT must submit Bid Tabs, the Notice of Award, and a copy of the executed contract before ECOLOGY will provide reimbursement for work performed under this task.

B. The RECIPIENT will complete the construction in accordance with the approved Plans and Specifications. The construction project will include:

1. Replacing the North Wapato Lift Station

C. As a condition of receiving this funding, the RECIPIENT will prepare a fiscal sustainability plan. The RECIPIENT will certify that a plan that contains at least the minimum required elements listed above has been developed and is being implemented. The plan must include the following elements

1. An inventory of critical assets that belong to the utility.
2. An evaluation of the condition and performance of the critical assets.
3. A plan to maintain, repair, and replace the critical assets and to fund those activities.
4. A process to evaluate and implement water and energy conservation efforts as part of the plan.

C. The RECIPIENT will conduct a pre-construction conference and invite ECOLOGY staff.

D. The RECIPIENT will negotiate all change orders to the construction contract necessary for successful completion of the PROJECT. The RECIPIENT will submit the change orders to ECOLOGY for approval. Change orders that are a significant deviation from the approved plans/specifications must be submitted for approval, prior to execution. All other change orders must be submitted within 30 days after execution.

Task Goal Statement:

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Task Expected Outcome:

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Recipient Task Coordinator: Menglou Wang

Lift Station Construction

Deliverables

Number	Description	Due Date
3.1	Copy of the advertisement for bids and the affidavit of publication.	
3.2	Bid Tabs, the Notice of Award, and a copy of the executed construction contract.	
3.3	Copy of the notice to proceed	
3.4	Minutes of the pre-construction meeting.	
3.5	Certification that the Financial Sustainability Plan has been developed and is being implemented.	

SCOPE OF WORK

Task Number: 4 Task Cost: \$71,900.00

Task Title: Construction Management

Task Description:

- A. The RECIPIENT will provide adequate and competent construction management and inspection for the Project. This may involve procuring the professional services. If professional services are procured, the RECIPIENT will procure them in accordance with state and federal law. The RECIPIENT will include ECOLOGY's specification insert in the contract documents. The RECIPIENT must submit all contracts for construction management services before ECOLOGY will provide reimbursement for work performed under this task.

- B. The RECIPIENT will develop a detailed Construction Quality Assurance Plan (WAC 173-240-075) and submit it to ECOLOGY for approval. This plan must describe the activities which the RECIPIENT will undertake to achieve adequate and competent oversight of all construction work.

- C. The RECIPIENT will ensure construction progresses according to a timely schedule developed to meet completion dates indicated in the construction contract. The RECIPIENT will revise or update the schedule whenever major changes occur and resubmit to ECOLOGY. In the absence of any major changes, the RECIPIENT will describe progress of the construction in the quarterly progress reports.

- D. Upon completion of construction, the RECIPIENT will provide ECOLOGY's Project Manager with a set of "as-built" plans (i.e., record construction drawings which reflect changes, modifications, or other significant revisions made to the project during construction).

- E. Upon project completion, the RECIPIENT will submit the Declaration of Construction Completion form to ECOLOGY in accordance with WAC 173-240-090. The form, when signed by a professional engineer, indicates that the project was completed in accordance with the plans and specifications and major change orders approved by ECOLOGY, and is accurately shown on the as-built plans.

Task Goal Statement:

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Task Expected Outcome:

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Recipient Task Coordinator: Menglou Wang

Construction Management

Deliverables

Number	Description	Due Date
4.1	Executed contract for construction management services.	
4.2	Documentation of the RECIPIENT's process for procuring engineering services	
4.3	Construction Quality Assurance Plan.	
4.4	"As-built" plans.	
4.5	Declaration of Construction completion.	

Forgivable Principal	Task Total
Project Administration/Management	\$ 0.00
Lift Station Design	\$ 13,250.00
Lift Station Construction	\$ 13,250.00
Construction Management	\$ 0.00

Total: \$ 26,500.00

Effective Interest Rate: 2.4% Interest Rate: 1.4% Admin Charge: 1%

Terms: 20 years

Project Start Date: 07/01/2015 Project Completion Date: 12/01/2017

Estimated Initiation of Operation date: 12/01/2017

Loan Security: Revenue Secure Lien Obligation of the Recipient

Final Accrued Interest: \$

Final Loan Amount: \$

Repayment Schedule Number: 2226

Standard Loan	Task Total
Project Administration/Management	\$ 0.00
Lift Station Design	\$ 13,250.00
Lift Station Construction	\$ 190,650.00
Construction Management	\$ 71,900.00

Total: \$ 275,800.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Forgivable Principal	0.00 %	\$ 0.00	\$ 26,500.00	\$ 26,500.00
Standard Loan	0.00 %	\$ 0.00	\$ 275,800.00	\$ 275,800.00
Total		\$ 0.00	\$ 302,300.00	\$ 302,300.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

1. Any funding agreement must include a condition that the applicant conduct a Sewer Rate Study and that it implement the study's findings. Ultimately the sewer fees collected must be adequate to ensure that the loan is repaid and the facility is properly operated, maintained, and repaired as needed.

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.

“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.

“Defeasement” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Ecology Administration of Grants and Loans” or “EAGL” means the electronic system Ecology uses to manage grants and loans.

“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.

“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.

“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 of that name created by ordinance or resolution of 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 of that name 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.

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

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“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.

“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.

“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.

“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 shall 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.

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 negotiated agreement and submit a copy of the agreement to ECOLOGY.

B. 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.

C. Cultural and Historic Resources Protection Compliance with Environmental Laws and Regulations. The RECIPIENT shall:

1) The RECIPIENT shall comply with all applicable federal, state and local environmental laws, statutes, regulations, executive orders, and permits.

2) The RECIPIENT shall comply with Ecology's Archaeological Resource and Historic Property review process. The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until provisions of this process are complied with. The RECIPIENT is responsible for developing a complete Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery. The RECIPIENT shall implement the procedures in the IDP, and immediately notify ECOLOGY, the Department of Archeology and Historic Preservation (DAHP), and tribal representatives if human remains, cultural, or archeological resources are discovered in the course of construction. For more details regarding requirements under this provision, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: The RECIPIENT must register as a statewide vendor in order to receive payment reimbursement. Washington State's Department of Enterprise Services (DES) issues all payments. DES maintains a central vendor file for Washington State agency use to process vendor payments. The RECIPIENT can complete the registration process online at <http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. This registration process also allows The RECIPIENT to sign up for direct deposit payments, also known as electronic fund transfers (EFT). If The RECIPIENT have questions about the vendor registration process or setting up direct deposit payments contact DES at the Payee Help Desk at (360) 664-7779 or payeehelpdesk@des.wa.gov.

E. Equipment Purchase: Equipment not included in the scope of work or a construction plan and specification approval must be pre-approved by ECOLOGY's project manager before purchase.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3 for Section 319 funded projects or 7 for SRF funded projects) funding participation in this project through the use of project signs, 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 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.

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 of this project 18 months from the effective date of

this agreement. 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. However, ECOLOGY may accept as eligible technical assistance, proposed practices, or project designs that do not meet these standards if approved in writing by the NRCS and ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND ONLY 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.
2. Clean Water Act Section 319 Initial Data Reporting Sheet or the "Section 319 Initial Data Reporting" form in EAGL.
 - A. Data Reporting: The RECIPIENT must complete and submit the "Clean Water Act Section 319 Initial Data Reporting Sheet" form in EAGL prior to Ecology signing the agreement.
 - B. 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 pollutant load reduction for each best management practice (BMP) installed as a part of this project.
 - C. 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.

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

- A. 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 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://harvester.census.gov/fac/collect/ddeindex.html>. For complete information on how to accomplish the single audit submissions, go to the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.
- B. Archaeological Resources and Historic Properties (Section 106): See Section 2.C of the terms and conditions of this agreement, the RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800)

C. Consultant Cap: The RECIPIENT shall ensure that grant or loan funds provided under this agreement to be used to reimburse for costs incurred by individual consultants (excluding overhead) is limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed. Contracts for services awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction, and control of the individuals who shall be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j) for additional information.

D. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTS shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that the 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.

E. 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.

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.

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.

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 also agrees to submit ECOLOGY's MBE/WBE participation report "Form D" with each payment request.

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

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

F. Funding Recognition and Outreach: In addition to Section 2.F of these 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's 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.

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

“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.”

G. 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

H. 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. Opinion of RECIPIENT’s Legal Council
2. Authorizing Ordinance or Resolution
3. Federal Funding Accountability and Transparency Act (FFATA) Form
4. State Revolving Fund (SRF) Federal Reporting Information form available in EAGL
5. Fiscal Sustainability Plan Certification (only required if the project includes construction of a wastewater or stormwater facility construction.)

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, 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 will be signed by ECOLOGY.

D. 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.

E. Free Service: The RECIPIENT shall not furnish utility service to any customer free of charge if providing that free service affects the RECIPIENT'S ability to meet the obligations of this agreement.

F. Insurance: The RECIPIENT shall at all times carry fire and extended coverage, public liability and property damage, and such other forms of insurance with responsible insurers and with 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.

G. 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.

H. Loan Repayment:

Sources of Loan Repayment

I. 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 of the 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.

- 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 formal 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.

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.

I. 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.

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.

Reserve Requirement: For loans that are Revenue-Secured Debt with terms greater than five years, the RECIPIENT must accumulate a reserve for the loan equivalent to at least the Average Annual Debt Service on the loan during the first five years of the repayment period of the loan. This amount shall be deposited in a Reserve Account in the Loan Fund in approximately equal annual payments commencing within one year after the initiation of operation or the project completion date, whichever comes first.

“Reserve Account” means, for a loan that constitutes Revenue-Secured Debt, an account of that name created in the Loan Fund to secure the payment of the principal and interest on the loan. The amount on deposit in the Reserve Account may be applied by the RECIPIENT (1) to make, in part or in full, the final repayment to ECOLOGY of the loan amount or, (2) if not so applied, for any other lawful purpose of the RECIPIENT once the Loan Amount, plus interest and any other amounts owing to ECOLOGY, have been paid in full.

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. The ULID Assessments in the ULID may be deposited into the Reserve Account to satisfy a Reserve Requirement if a Reserve Requirement is applicable.

J. Maintenance and Operation of a Funded Utility: The RECIPIENT shall at all times maintain and keep a funded Utility in good repair, working order and condition and also shall at all times operate the Utility and the business in an efficient manner and at a reasonable cost.

K. 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.

L. 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.

M. 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.

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

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

1. The facilities or property transferred are not material to the operation of the Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the Utility or are no longer necessary, material, or useful to the operation of the 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 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 Utility from the portion of the Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by 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.

P. Sewer-Use Ordinance or Resolution: 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.
- 3) Require that new sewers and connections be properly designed and constructed.
- 4) Require connections necessary to meet debt obligations associated with the planning and construction of this facility as well as the expected costs of operation and maintenance.

Q. 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.
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 shall 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 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.

R. User-Charge System: 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 utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project.

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 utility, to establish a reserve to pay for replacement, to establish the required Loan Reserve Account, and to repay the loan.

WQC TERMS AND CONDITIONS LAST UPDATED 12/15/2015

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, 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 \$25,000 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 DUNS number, at www.fsrs.gov <http://www.fsrs.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.fsrs.gov <http://www.fsrs.gov>.

GENERAL TERMS AND CONDITIONS

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

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/1401002.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. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

- a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.
- b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.
- c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.
- d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

5. 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.

6. 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 may require approval by ECOLOGY prior to purchase.
- 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 Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.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 should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. 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 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.

8. 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.

9. 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.

10. 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 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 contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

- a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
- b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS 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.

c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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"; and (f) the General Terms and Conditions.

18. 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.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to 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 shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. 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:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. 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.

21. RECORDS, AUDITS, AND INSPECTIONS

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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. 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. 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.

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

Agreement No: WQC-2016-Wapato-00093
Project Title: North Wapato Sewage Lift Station Replacement
Recipient Name: CITY OF WAPATO

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.

28. 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.

29. 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.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

RESOLUTION NO. 2016-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, APPROVING AN ENGINEERING AGREEMENT FOR THE NORTH WAPATO SEWAGE LIFT STATION REPLACEMENT PROJECT WITH GRAY & OSBORNE, INC.

WHEREAS, the City of Wapato desires to replace the North Wapato Sewage Lift Station to improve reliability and safety of the lift station, and to save operational costs; and,

WHEREAS, the City of Wapato has secured funding from Washington State Department of Ecology and Washington State Department of Commerce CDBG (Community Development Block Grant) program for the project; and,

WHEREAS, the City of Wapato needs to contract with an engineer to prepare construction drawings and bidding documents; and,

WHEREAS, the City of Wapato solicited Statement of Qualifications in January 2015, received proposals from four engineering firms before the close date of February 20, 2015, interviewed two top candidates in April 2015, and the interview panel determined that Gray & Osborne Inc. (G&O) is the most qualified candidate and recommended to select G&O as the on-call engineer for the calendar years of 2015, 2016, and 2017; and

WHEREAS, the City entered into a contract for engineering services with G&O on June 18, 2016; and,

WHEREAS, the City Council of the City of Wapato finds it is in the best interests of the residents of the City of Wapato to amend the April 20, 2015 contract with G&O to specifically add additional services related to the North Wapato lift station project;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:

The City Council authorizes the Mayor to sign Amendment No. 3 to Contract for Professional Engineering Services on behalf of the City. A copy of Amendment No. 3 is attached hereto as Exhibit "1".

PASSED BY THE CITY COUNCIL this ____ day of _____, 2016.

Jesse Farias, Mayor

**AMENDMENT NO. 3
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, entered into this _____ day of _____ 2016, by and between the City of Wapato, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) June 18, 2015, for additional services related to general on-call engineering services.

Add the attached Exhibit "A" covering design Engineering Services for the North Wapato Lift Station Replacement Project, with a "not to exceed" budget of \$65,625.00, as shown on the attached Exhibit "B."

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF WAPATO

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 2/22/16

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT “A”

SCOPE OF WORK

CITY OF WAPATO NORTH WAPATO LIFT STATION REPLACEMENT

Based on our understanding of the project, this Scope of Work presents the professional engineering services requested by the City of Wapato for the design of the City’s North Wapato Lift Station Replacement. The project will consist of the following improvements as further described in the City’s Wastewater Treatment Facility Plan Amendment:

- Construct a new precast wet well lift station near the existing lift station and equip with new duplex submersible pumps.
- New electrical service.
- New standby power generator.
- New control panel including the relocation of all SCADA equipment from existing station to the new station.
- The existing lift station shall remain in service during construction of new lift station and then abandoned in place after commissioning of the new lift station.

We further understand that the source of funding for this project is through Community Development Block Grant (CDBG) and Washington State Department of Ecology (State Revolving Fund Loan).

DESIGN ENGINEERING SERVICES

Tasks

<u>Task No.</u>	<u>Task</u>
-----------------	-------------

- | | |
|----|--|
| 1. | Project Management: Provide overall project management and oversight of resources and deliverables to ensure timely delivery and coordination of project elements. Work includes procuring and maintaining sufficient resources, oversee budget and schedule, oversee and prepare monthly invoices, prepare project progress reports, and assist in timely delivery of engineering products per contract. |
|----|--|

Task No. Task

2. **Submittals:** Provide services for the preparation of submittals and applications for the required permits and approvals. The following submittals shall be provided to the City and the appropriate agencies for review and approval:
 - City of Wapato – Predesign report, 90 percent completion;
 - City of Wapato – Final predesign report
 - City of Wapato – Plans and specifications at 50 and 90 percent completion;
 - Final plans and specifications;
 - Department of Ecology – Final plans and specifications;

3. **Survey:** Obtain vertical and horizontal control necessary for the design of the new North Wapato Lift Station. Design survey includes identifying existing utilities, topography, alignment, delineating existing Rights-of-Way, and other related site topography. Establish vertical and horizontal control for survey and mapping at a size of 1"=20'.
 - Acquire public “records of survey,” plat maps, assessor maps, land corner records, and record drawings as may be available.
 - Acquire topographic and planimetric survey of site, including the existing facility, existing right of ways, and offsite detail required to establish the location of surface grades, pavement edges and elevations, gravel shoulder edges and elevations, existing utilities, and utility poles in sufficient detail to support design.

4. **Engineering Predesign Report:** Prepare a Lift Station Predesign Report. The report will include design criteria, preliminary layout, hydraulic profile, sizing of equipment, and a process control description. The City will be provided with three draft copies of the Predesign Report at 90 percent completion. Gray & Osborne will review the Report with the City to obtain comments and/or suggested design revisions. The Predesign Report will include a plan to maintaining operations during construction.

5. **Engineering Design:** Based upon the Predesign Report, prepare preliminary and Final Contract Documents (plans, specifications, and cost estimates). Three copies of preliminary plans (half-size version) will be provided for each submittal. Prepare specifications, proposal, and related bid documents in a format approved by the City and required by the funding agencies.

Task No. Task

6. **Meetings/Site Visits:** Attend meetings with the City and various subconsultants to discuss project issues and present project status reports. Conduct site visits to visually assess site conditions, geotechnical constraints, obstacles, etc., and to assist in ongoing design efforts. Provide project coordination with all affected regulatory agencies and utility purveyors to include private utility companies known to provide service in the area.

7. **Quality Assurance/Quality Control (QA/QC):** Conduct QA/QC review of the Predesign Report. Conduct periodic reviews (50 percent and 90 percent completion levels) of the design documents to review critical project milestones, deliverables, permitting issues, regulatory approvals, cost, methods and materials to be employed during construction, and environmental concerns. Provide this review by both project and non-project engineers, experienced in design of similar project facilities. Document the review comments and revise the design documents to incorporate these comments.

8. **Bid and Award Services:** Prepare the Call for Bids and distribute to the local paper of record and the Daily Journal of Commerce (publication costs will be billed directly to the City and are not included in this contract). Prepare and distribute bid documents to the City, regulatory agencies, funding agencies, and interested bidders. Maintain a planholders list. Answer and record bid inquiries. Prepare and issue bid addenda, if required. Review bids, check references, prepare and distribute a certified bid tabulation, and prepare a letter of recommendation to award as applicable.

9. **Environmental Documentation:** Based on our understanding, the City has already completed the following:
 - State Environmental Policy Act (SEPA)
 - SERP

We understand that the City will coordinate through YVCOG for services to update the NEPA Environmental Report for CDBG review. YVCOG services will include compliance with Executive Order 05-05 and Section 106 of the National Historical preservation Act as required.

This Scope of Work assumes that the same NEPA report will satisfy the Ecology environmental review process (Cross Cutter Report) requirements. Any additional work required to complete the Ecology environmental review process will be considered additional services.

Task No. Task

10. **Assist City With Grant and Loan Management:** Provide assistance to the City throughout the project for complying with the requirements of the funding agencies and assist with tracking project costs.

SERVICES DURING CONSTRUCTION

This agreement does not include services to be provided during construction. At the completion of design, an amendment to this Agreement for Construction Administration Services will be prepared for review and approval by the City of Wapato.

CITY SUPPLIED SERVICES

The following will be supplied by the City:

- Record Drawings of existing facilities near each improvement preferably in AutoCAD format.
- Pumping records for existing lift station.

BUDGET

The maximum amount payable to the Engineer for completion of all work associated the this Scope of Work, including contingencies, salaries, overhead, direct non-salary costs and net fee is \$65,625.00. This amount shall not be exceeded without prior written authorization of the City. A breakdown of this estimated maximum is provided in the attached Exhibit "B."

COMPLIANCE WITH STATE AND LOCAL LAWS

The Engineer shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

STATE INTEREST EXCLUSION

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. Neither the State of Washington nor any of its departments or employees are, or shall be, a party to this contract or any subcontract.

THIRD PARTY BENEFICIARY

Partial funding of this project is being provided through the Washington State Department of Ecology Water Pollution Control Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

COST BASIS OF CONTRACT

The cost of services under this Agreement is based upon actual time and expenses with a not-to-exceed total estimated amount. No contract may be written for "cost-plus-a-percentage-of-cost" or "percentage of construction cost." The cost basis for this contract must be cost-reimbursement, unit price, fixed-price, time and materials, or any combination of these four methods.

FUNDING RECOGNITION

Documents produced under this agreement shall inform the public that the project received financial assistance from the Washington State Water Pollution Control Revolving Fund. Washington State Department of Ecology's and the EPA's logo must be on all signs and documents. Logos will be provided as needed.

ACCESS TO THE WORK SITE AND TO RECORDS

The Engineer and City shall provide for access to their records by Washington State Department of Ecology and Environmental Protection Agency (EPA) personnel.

The Engineer shall maintain accurate records and accounts to facilitate the City's audit requirements and shall ensure that all subconsultants maintain auditable records. These records shall be separate and distinct from the Engineer's other records and accounts.

All such records shall be available to the City of Wapato and to Washington State Department of Ecology and EPA personnel for examination. All records pertinent to this project shall be retained by the Engineer for a period of 3 years after the final audit.

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION

1. The Engineer, 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 Engineer is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The ENGINEER shall provide immediate written notice to the Washington State Department of Ecology if at any time the ENGINEER 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 the Washington State Department of Ecology for assistance in obtaining a copy of the regulations.
4. The ENGINEER 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, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The ENGINEER 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 ENGINEER is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. The ENGINEER 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. The ENGINEER 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 the Washington State Department of Ecology upon request. The RECIPIENT/ENGINEER must run a search in <http://www.sam.gov/> and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

DISADVANTAGED BUSINESS ENTERPRISES

General Compliance (40 CFR Part 33).

The ENGINEER shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The ENGINEER 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 ENGINEER to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The ENGINEER agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The ENGINEER shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring 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 will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at (866) 208-1064.
2. Making 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 30 calendar days before the bid or proposal closing date.
3. Considering 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 will 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. Using 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, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

REQUIRED FEDERAL STANDARD PROVISIONS

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

ACCESS TO RECORDS CLAUSE

The city/county, the Washington State Department of Community, Trade, and Economic Development, and other authorized representatives of the state and federal governments shall have access to any books, documents, papers and records of the Consultant which are directly pertinent to the contract for the purposes of making audit, examination, excerpts and transcriptions.

The Consultant agrees to maintain such records and follow such procedures as may be required under the state's CDBG Program and any such procedures as the City/Town/County or COMMERCE may prescribe. In general, such records will include information pertaining to the contract, obligations and unobligated balances, assets and liabilities, outlays, equal opportunity, labor standards (as appropriate), and performance.

All such records and all other records pertinent to this contract and work undertaken under this contract shall be retained by the Consultant for a period of six (6) years after final audit of the city/town/county's CDBG project, unless a longer period is required to resolve audit findings or litigation. In such cases, the city/town/county shall request a longer period of record retention.

SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

No person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

PUBLIC LAW 101-336, AMERICANS WITH DISABILITIES ACT OF 1990

Subject to the provisions of this title, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

AGE DISCRIMINATION ACT OF 1975, AS AMENDED

No person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving federal funding assistance. (42 U.S.C. 610 et. seq.)

SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

No otherwise qualified individual shall, solely by reason of his or her handicap, be excluded from participation (including employment), denied program benefits, or subjected to discrimination under any program or activity receiving federal funds. (29 U.S.C. 794)

CONFLICT OF INTEREST PROVISION

Interest of Consultant and Employees:

The Consultant covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Consultant further covenants that in the performance of this contract, no person having such interest shall be employed.

ATTACHMENT 5-D

THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968, SECTION 3 COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES CLAUSE

- (a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.
- (b) The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these provisions.
- (c) The Consultant will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (d) The Consultant will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Consultant will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- (e) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its consultants and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF WAPATO - NORTH WAPATO LIFT STATION REPLACEMENT

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Civil Eng. Hours	AutoCAD/ GIS Mgr./ Graphic Artist Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
DESIGN ENGINEERING SERVICES							
Project Management	2	2					
Permit Applications and Submittals	1	1	2	8			
Survey		1	4		4	8	10
Engineering Predesign Report	2	6	16	24	16		
Engineering Design	2	6	16	80	80	4	
Meetings/Site Visits		6	6	12			
Project QA/QC	3	3	3	8	8		
Bid and Award Services	1	2	4	24	2		
Environmental Documentation			4				
Hour Estimate:	11	27	55	156	110	12	10
Fully Burdened Billing Rate Range:*	\$112 to \$176	\$115 to \$176	\$110 to \$142	\$75 to \$118	\$92 to \$118	\$109 to \$128	\$144 to \$210
Estimated Fully Burdened Billing Rate:*	\$135	\$140	\$110	\$95	\$100	\$120	\$175
Fully Burdened Labor Cost:	\$1,485	\$3,780	\$6,050	\$14,820	\$11,000	\$1,440	\$1,750

Total Fully Burdened Labor Cost: \$ 40,325
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ current IRS rate) \$ 330
 Subconsultant:
 Conley Engineering, Inc. \$ 22,700
 Subconsultant Overhead (10%) \$ 2,270
TOTAL ESTIMATED COST: \$ 65,625

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

RESOLUTION NO. 2016-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO,
WASHINGTON, APPROVING AN ENGINEERING CONTRACT FOR THE NORTH
WASCO/SITCUM AVENUE IMPROVEMENTS PROJECT CONSTRUCTION
ADMINISTRATION SERVICES.**

WHEREAS, to proceed with the North Wasco/Sitcum Avenue construction project the city of Wapato is required to contract with an engineer for construction administration services; and,

WHEREAS, the City of Wapato solicited Statement of Qualifications in January 2015, received proposals from four engineering firms before the close date of February 20, 2015, interviewed two top candidates in April 2015, and the interview panel determined that Gray & Osborne Inc. (G&O) is the most qualified candidate and recommended to select G&O as the on-call engineer for the calendar years of 2015, 2016, and 2017; and,

WHEREAS, the City Council of the City of Wapato finds it is in the best interests of the residents of the City of Wapato to amend the April 20, 2015 contract with G&O to specifically add additional services related to the North Wasco/Sitcum Avenue project for construction administration services;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:

The City Council authorizes the Mayor to sign the contract with G&O for their engineering services. A copy of the engineering contract is attached hereto for reference as Exhibit "1".

PASSED BY THE CITY COUNCIL this ____ day of _____, 2016.

Jesse Farias, Mayor

ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer

**AMENDMENT NO. 4
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AMENDMENT, entered into this _____ day of _____ 2016, by and between the City of Wapato, Washington, hereinafter referred to as the Agency, and Gray & Osborne, Inc., hereinafter referred to as the Engineer, hereby modifies the contract for engineering services dated (by Agency) June 18, 2015, for additional services related to general on-call engineering services.

Add the attached Exhibit "A-1" covering design Construction Engineering Services for the North Wasco Avenue Engineering Project. This project is split into two schedules as shown in the attached Exhibit "B-1" and "B-2."

IN WITNESS WHEREOF, the parties hereto have executed, or cause to be executed by their duly authorized officials, this AMENDMENT to the Contract for Engineering Services in duplicate on the respective dates indicated below.

GRAY & OSBORNE, INC.

CITY OF WAPATO

By: 
(Signature)

By: _____
(Signature)

Name: Michael B. Johnson, P.E., President
GRAY & OSBORNE, INC.

Name: _____
(Print)

Date: 2/29/16

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT A-1

SCOPE OF WORK

CITY OF WAPATO NORTH WASCO AVENUE CONSTRUCTION ENGINEERING

INTRODUCTION

The purpose of this Contract is for Gray & Osborne, Inc. to provide engineering and related services necessary for the construction of North Wasco Avenue. The North Wasco Avenue project is split into two schedules as shown below.

SCHEDULE A: WASCO AVENUE AND SITCUM AVENUE

This contract provides for the construction of approximately 1,600 lineal feet of N Wasco Avenue extending from West 1st Street to Sitcum Avenue and along Sitcum Avenue to the northwest. The work includes but is not limited to: excavation, grading, subgrade preparation, crushed surfacing aggregates courses and hot mix asphalt pavement, storm drainage improvements, cement concrete curb and gutter, sidewalk, driveway entrances, permanent signing and pavement marking, miscellaneous surface restoration, relocation of illumination systems, and all other appurtenances required to complete the work.

SCHEDULE B: WATER MAIN

This Schedule provides for the installation of approximately 670 lineal feet of 8-inch water main on Wasco Avenue and Wenas Avenue, including, but not limited to, excavation, backfill, compaction, connecting to the existing water system, reconnection of existing services, fittings, valves, and all other appurtenances required to complete the work.

Engineering costs for services related to each schedule will be tracked separately. Exhibit B-1 outlines engineering costs related to Schedule A: Wasco Avenue and Sitcum Avenue. Exhibit B-2 outlines costs related to Schedule B: Water Main.

SERVICES PROVIDED

Construction engineering and management services to be provided include:

Task 1 – Construction Management Services

Objective: To provide overall construction project management and oversight services.

- A. Oversee project budget and schedule.
- B. Oversee monthly progress reports and invoices.

- C. Coordinate and conduct a preconstruction conference to review the requirements of the plans and specifications of the project with the Contractor and to establish administrative procedures for the project.
- D. Provide submittal review/approval: Review shop drawings and submittals for compliance with design intent and general conformity with the Contract Documents. This will include review of “or equal” products as substitutes.
- E. Provide construction correspondence: Act as liaison, on the City’s behalf, between the City and Contractor to the extent provided in the Contract Documents and to administer the construction contract and prepare and transmit general construction correspondence, to include interpretation and/or clarification of the Contract Documents, preparation of weekly Contract Time Completion Statements, calculation and preparation of Pay Estimates, negotiation and preparation of Change Orders, and other general construction correspondence.
- F. Prepare and transmit letter informing the Contractor that Substantial Completion has been reached, subsequent to the preliminary walk-through and with the concurrence of the City.
- G. Prepare and transmit the preliminary and final punchlists, subsequent to their respective walk-throughs.
- H. Prepare and transmit a recommendation to the City to accept the project as complete and prepare the Notice of Completion of Public Works Contract form for submittal to the required agencies by the City.
- I. Prepare and transmit record drawings to the City, based upon field observations noted by the Resident Inspector and information provided by the Contractor.

Task 2 – Construction Surveying

Objective: Provide construction survey staking, to include:

- A. Construction traverse layout: Establish the control network in the field necessary to perform all other construction staking for the project.
- B. Clearing limits: Establish stakes defining the limits of ground disturbance and/or clearing limits.
- C. Storm drainage: Establish offset hubs/stakes with line and grade for gravity storm drainage installation, including piping, catch basins, drywells, and manholes.

- D. Curb line and grade: Establish offset hubs/stakes with line and grade for cement concrete curb and gutter installation.
- E. Sidewalk line and grade: Establish offset hubs/stakes with line and grade for sidewalk installation. It is assumed that sidewalk installation will primarily be based off new curb installation. Staking for sidewalk installation will only be provided in areas where the sidewalk diverges from the back of curb under this scope of work.

Task 3 – Construction Monitoring Services

Objective: Provide full-time construction observation/monitoring during the course of construction of the project with a Resident Inspector on the project site at all times that major construction activity is underway. Resident Inspector will perform, at a minimum, the following duties:

- A. Provide construction observation sufficient to monitor conformance of Contractor’s work with the Contract Documents. This agreement provides for a maximum of 480 hours (60 days).
- B. Provide a written record of construction activities observed, deficiencies noted, corrective actions taken, and photographs.
- C. Provide a weekly written summary of pay items installed.
- D. Monitor Contractor’s progress in relation to the schedule and report apparent discrepancies and/or “schedule slip” to the Engineer and City.
- E. Update the contract plan sheets with “As-Built” information. Deliver to the City the printed sheets of the “As-Built” as well as a CD of the “As-Built” in PDF and AutoCAD format.

City Responsibilities

- 1. Review and process monthly invoices in a timely fashion.

Deliverables

- 1. Monthly invoices.
- 2. 2 sets, final “as-built” plans (1 set 11" x 17" half-size, 1 set 22" x 34" full size)
- 3. Electronic file of all final “as-built” plans (AutoCAD and PDF format)

EXHIBIT B-1
ENGINEERING SERVICES
SCOPE AND ESTIMATED COST

*City of Wapato - North Wasco Avenue Construction Engineering
 Schedule A: Wasco Avenue and Siltum Avenue*

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Field Inspector Hours	AutoCAD/GIS Tech./Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
Preconstruction Conference							
Coordinate and Conduct Conference	2	4	4	2		2	
Prepare and Distribute Minutes		2	4				
Site Visits							
Site Visits During Construction	2	10	16				
Preliminary Walk-Through		4	4				
Final Walk-Through		4	4				
On-Site Construction Support Activities							
Construction Monitoring				400			
Construction Staking		4	8				
Construction Traverse Layout						4	8
Clearing Limits						4	20
Storm Drainage						4	8
Water System							
Subgrade Redheads						4	20
Curb Line and Grade						4	10
Top Course Bluetops						4	20
Project Management/Documentation							
Construction Correspondence		8	16				
Submittal Review/Approval		8	32				
Funding Agency Coordination		8	12				
Substantial Completion		2	4				
Punchlist Preparation		2	4				
Project Acceptance	2	2	4				
Record Drawings		2	8		40		
Hour Estimate:	6	60	120	402	40	26	86
Fully Burdened Billing Rate Range:*	\$112 to \$176	\$115 to \$176	\$110 to \$142	\$82 to \$130	\$45 to \$90	\$109 to \$128	\$144 to \$210
Estimated Fully Burdened Billing Rate:*	\$173.00	\$130.00	\$116.00	\$96.00	\$96.00	\$116.00	\$193.00
Fully Burdened Labor Cost:	\$1,038	\$7,800	\$13,920	\$38,592	\$3,840	\$3,016	\$16,598

Total Fully Burdened Labor Cost: \$ 84,804
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ current IRS rate) \$ 1,596
TOTAL ESTIMATED COST: \$ 86,400

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

EXHIBIT B-2

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

*City of Wapato - North Wasco Avenue Construction Engineering
Schedule B: Water Main*

Tasks	Project Manager Hours	Project Engineer Hours	Field Inspector Hours	AutoCAD/ GIS Tech/ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 person) Hours
Site Visits						
Site Visits During Construction	2	4				
On-site Construction Support Activities						
Construction Monitoring			80			
Construction Staking						
Water System					4	10
Project Management / Documentation						
Submittal Review/Approval	2	4				
Record Drawings				4		
Hour Estimate:	4	8	80	4	4	10
Fully Burdened Billing Rate Rate:*	\$115 to \$176	\$110 to \$142	\$82 to \$130	\$45 to \$90	\$109 to \$128	\$144 to \$210
Estimated Fully Burdened Billing Rate:*	\$130.00	\$116.00	\$96.00	\$96.00	\$116.00	\$193.00
Fully Burdened Labor Cost:	\$520	\$928	\$7,680	\$384	\$464	\$1,930

Total Fully Burdened Labor Cost: \$ 11,906
 Direct Non-Salary Cost:
 Mileage & Expenses (Mileage @ current IRS rate) \$ 244

TOTAL ESTIMATED COST: \$ 12,150

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.

RESOLUTION NO. 2016-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO,
WASHINGTON, AUTHORIZING THE MAYOR TO TAKE EQUIPMENT
PREVIOUSLY DECLARED SURPLUS AND USE AS CITY PROPERTY**

WHEREAS, the City of Wapato previously declared a 1998 Ford Crown Victoria, VIN 2FAFP71W4WX125651, surplus in Resolution 2015-13, and

WHEREAS, the vehicle was not sold during the bid process, and

WHEREAS, it is in the best interest for the City make use of the vehicle instead of disposing of item; and

WHEREAS, the vehicle will be used as an administrative travel car, or such other purpose as City officials may deem appropriate;

**NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL FOR THE
CITY OF WAPATO, WASHINGTON, AS FOLLOWS:**

Section 1: The City of Wapato hereby declares that the 1998 Ford Crown Victoria, VIN 2FAFP71W4WX125651, which was previously declared to be surplus, shall not be sold, and instead shall be used for the common benefit of the City of Wapato.

Section 2: The vehicle set forth above shall be used as an administrative travel care, or such other use as the City of Wapato may deem appropriate.

PASSED BY THE CITY COUNCIL this ____ day of _____, 2016.

Jesse Farias, Mayor

ATTEST:

Gloria Acosta, Deputy City Clerk-Treasurer

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 02/06/2016

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF WAPATO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20160531

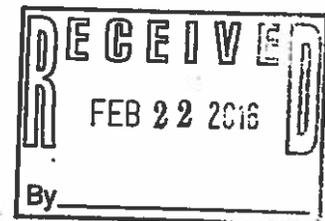
LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. THE MARKETS, LLC	INTERNATIONAL MARKET 512 1ST ST W WAPATO WA 98951 1106	361827	GROCERY STORE - BEER/WINE GROCERY STORE - BEER/WINE



Washington State
Liquor and Cannabis Board
PO Box 43088, 3000 Pacific Ave. SE, Olympia WA 98504-3088, (360) 664-1800

119

MAYOR OF WAPATO
205 EAST THIRD STREET
WAPATO, WA 98951-1396





Washington State
Liquor and Cannabis Board
PO Box 43098, 3000 Pacific Ave. SE, Olympia WA 98504-3098, (360) 664-1800
www.liq.wa.gov Fax #: (360) 753-2710

February 06, 2016

Dear Local Authority:
RE: Liquor License Renewal Applications in Your Jurisdiction - Your Objection Opportunity

Enclosed please find a list of liquor-licensed premises in your jurisdiction whose liquor licenses will expire in about 90 days. This is your opportunity to object to these license renewal requests as authorized by RCW 66.24.010 (8).

1) Objection to License Renewal

To object to a liquor license renewal: fax or mail a letter to the Washington State Liquor and Cannabis Board (WS-LCB) Licensing Division. This letter must:

- o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.
- o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

Your letter or fax of objection must be received by the Board's Licensing Division at least 30 days prior to the license expiration date. If you need additional time you must request that in writing. Please be aware, however, that it is within the Board's discretion to grant or deny any requests for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

A copy of your objection and any attachments and supporting materials will be made available to the licensee, therefore, it is the Local Authority's responsibility to redact any confidential or non-disclosable information (see RCW 42.56) prior to submission to the WSLCB.

2) Status of License While Objection Pending

During the time an objection to a renewal is pending, the permanent liquor license is placed on hold. However, temporary licenses are regularly issued to the licensee until a final decision is made by the Board.

3) Procedure Following Licensing Division Receipt of Objection

After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director will then decide to renew the liquor license, or to proceed with non-renewal.

4) Procedure if Board Does Not Renew License

If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The licensee also has the right to request a hearing to contest non-renewal of their liquor license. RCW 66.24.010 (8)(d). If the licensee makes a timely request for a hearing, we will notify you.

The Board's Licensing Division will be required to present evidence at the hearing before an administrative law judge to support the non-renewal recommendation. You may present evidence in support of your objection or objections. The administrative law judge will consider all of the evidence and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

5) Procedure if Board Renews License Over Your Objection

If the Board decides to renew the license over your objection, you will be notified in writing. At that time, you may be given an opportunity to request a hearing. An opportunity for a hearing is offered at the Board's discretion. If a hearing is held, you will be responsible for presenting evidence before an Administrative Law Judge in support of your objection to license renewal. The Board's Licensing Division will present evidence in support of license renewal. The Licensee may also participate and present evidence if the licensee desires. The administrative law judge will consider all of the evidence, and issue an initial order for the Board's review. The Board members have final authority to renew the liquor license and will enter a final order announcing their decision.

For questions about this process, contact the WSLCB Licensing Division at (360) 864-1800 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

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