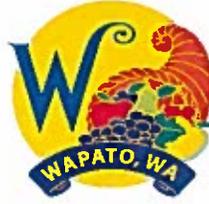


Wapato Council Chambers
205 E Third Street



Monday, April 18, 2016
6:45 pm

**WORK SESSION COUNCIL MEETING
COUNCIL AGENDA**

1. Mayoral Elections
- 2.
- 3.
4. Agenda Items Discussion

Wapato Council Chambers
205 E Third Street

Monday, April 18, 2016
7:00 PM



**REGULAR COUNCIL MEETING
COUNCIL AGENDA**

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE, WELCOME

3. ROLL CALL

4. EXECUTIVE SESSION-RCW 42.30.110 (1) (h) Qualifications of a candidate

5. COUNCIL APPLICATION-Fernandez

pg 4

6. HONORS/RECOGNITION

- a. Jesse Farias

7. 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.

8. CONSENT AGENDA

- a. Corrections to Minutes

- b. Approval of Minutes

- 1. Regular Council meeting-April 4, 2016

pg 5-8

- 2. Work Session Council meeting-April 4, 2016-None

- c. Approval of Claims and Payroll

- 1. Claims Vouchers 4/18/2016 \$110,012.85 check numbers 153807-153869 plus EFT payments

pg 9-35

- 2. Payroll Vouchers -4/5/2016 \$159,935.72 check numbers 153703-153733 plus direct deposit

pg 36

- 3. Court Bond Trust Oct-2015 \$13,841.18, #27921-27923, 2793-2800

pg 37-38

- 4. Court Bond Trust Nov-2015 \$11,390.95, #28021-28022, 2801-2804

pg 39-40

- 5. Court Bond Trust Dec-2015 \$14,389.73 #2805-2813

pg 41-43

- 6. Court Bond Trust Jan-2016 \$11,083.42 #2814-2819

pg 44-46

- 7. Court Bond Trust Feb-2016 \$9868.92 #2820

pg 47-48

9. WWTP- UpgradeProgress Payment- None

10. AUDIENCE PARTICIPATION: New Business will be taken under advisement, action may be taken at Council's discretion.

Mayor

Vacant

Mayor Pro tempore

Tony Guzmàn

Councilmembers

Rick Foss

Rita Alvarado

Vacant

Frank Jaime

Roberto Reyna

Vacant

Administrative Staff:

City Attorney

Kellen Holgate

Clerk-Treasurer

Susan Pearson

Public Works Director

Menglou Wang

Police Chief

Rick Needham

Fire Chief

Santos Valdez



**REGULAR COUNCIL MEETING
COUNCIL AGENDA**

11. PUBLIC HEARING:

12. UNFINISHED BUSINESS

- a. Resolution 2016-12 Department of Licensing TBD Contract Amendment pg 49-54
- b. Resolution 2016-13 RCO Grant for Wapato Park Improvements pg 55-57
- c. Mayoral Election
- d.

13. NEW BUSINESS

- a. Resolution 2016-14 SIED Yakima County Agreement Amendment #1 pg 58-61
- b. Resolution 2016-15 MOU with Department of Interior Bureau of Indian Affairs pg 62-69
- c. Resolution 2016-16 TIB Street Light LED Update pg 70-76
- d. Resolution 2016-17 Gray Osborn Contract Amendment #5 NPDES Permit pg 77-81
- e.

14. CORRESPONDENCE

15. DISCUSSION ONLY

16. DEPARTMENT REPORTS

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

17. FOR THE GOOD OF THE ORDER

18. EXECUTIVE SESSION

- a. Potential Litigation RCW 42.030.110 (1) (i) (B)

19. ADJOURNMENT

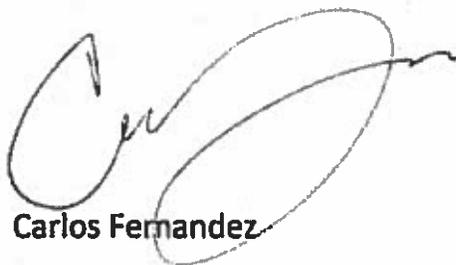
To, City Hall

Hello my name is Carlos Fernandez I am 24 years old. I am married with two children one of which is attending Satus Elementary here in Wapato. I have lived here in Wapato for over 13 years and I also went to school here in Wapato.

I have an AAS in Business Management, and I am currently working for Wal-Mart in their distribution center which has taught me a lot about being in a team and always meeting and exceeding standards such as production. Before this job I worked as a community manager I managed 49 units that job taught me a lot about compliance paper work and customer service. I believe that all this has prepared me for the future.

The reason I am writing this letter is to inform you, that I am interested in being a city council member. The reason for this is that I love this small town. I also believe in leading by example, and what better way to prepare my children then preforming this public service. Making sure that all standards are met in an ethical and in a timely manner.

Thank you for reading this short letter about my interest in being a city council member. I hope to hear back from you and I would be more than happy to commit myself to serving my community.

A handwritten signature in black ink, appearing to read 'Carlos Fernandez', with a large, stylized flourish extending to the right.

Carlos Fernandez

CITY OF WAPATO
Regular Council Meeting – Council Chambers
Minutes of April 4, 2016

CALL TO ORDER: Mayor Pro-Tem Guzman called the regular Council meeting of Monday, April 4, 2016 to order at 7:00 pm.

PLEDGE OF ALLEGIANCE: Councilmember Alvarado led the Pledge of Allegiance.

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

EXECUTIVE SESSION: Labor Management RCW 42.30.140 (4) Mayor Pro-Tem Guzman stated that the executive session will last 10 minutes and there will be a decision afterwards. He recessed the regular business meeting at 7:01 p.m. The executive session was opened at 7:02 p.m. The Executive session closed at 7:15 p.m. The regular business meeting opened at 7:16 p.m.

Council Application-Goliath Elwell: Motion by Councilmember Jaime, seconded by Councilmember Reyna, to recommend to Governor Inslee to approve applicant for Council position #7. Motion carried unanimously.

ABSENT: None

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

CITY STAFF ABSENT: None

HONORS/RECOGNITION: American Legion awards. PC Needham presented Officer of the Year to Officer Lawther. FC Valdez presented Firefighter of the Year to Johnny Gomez. Commander Ed Malecki, presented Veteran of the Year to Charlie Gonzales, and Volunteer of the Year to Karen Schoonover, all were presented with plaques.

ADDITIONS OR DELETIONS OR CORRECTIONS TO PROPOSED AGENDA: None

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

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

- a. Corrections to Minutes
- b. Approval of Minutes
 1. Regular Council meeting-March 21, 2016
 2. Work Session meeting minutes-None

c. Approval of Claims and Payroll

1. Claims Vouchers 4/4/16 \$130,299.12 check numbers 153700-153702, 153734-153806, plus EFT payments
2. Payroll Vouchers-3/20/16 \$118,745.75 check numbers 153622-153631, 153699-plus direct deposit
3. Court Bond Trust August 2015 #2790 \$10,529.30
4. Court Bond Trust September #12791 \$10,478.35
5. Voided Check #153694 \$1,775.19

WWTP- Upgrade Progress Payment: None

AUDIENCE PARTICIPATION: None

PUBLIC HEARING: None

UNFINISHED BUSINESS: **Resolution 2016-11 Prosecuting Attorney Contract Swartz**: CT Pearson explained. Motion by Councilmember Foss, seconded by Councilmember Jaime, to approve 12a 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 2016-12 Department of Licensing TBD Contract Amendment: CT Pearson explained and recommends approval.

Resolution 2016-13 RCO Grant for Wapato Park Improvements: PWD Wang explained.

CORRESPONDENCE: Public Disclosure Commission reminder to complete form F-1.

DISCUSSION: None

DEPARTMENT REPORTS:

Mayor's Report:

- Mayor pro-tem stated that he had attended 2 meetings, one was a pre-construction meeting for N. Wasco improvements and the other meeting was with the Yakama Nation Power and they were both very insightful.

Police Department:

- PC Needham handed out a report.
- PC Needham stated training for a week regarding retrocession, here at the Community center.
- PC Needham stated that Officer Grosz has completed his field training and on his own now. Officer Carter is half way through to complete field training as well. Officer Hernandez is on his 8 weeks at the Reserve Academy and doing well.
- PC Needham stated that he is working on hiring another Corrections Officer.

- PC Needham also mentioned that overtime was due to the training as it was 20 hours each Officer.
- PC Needham announced that the Police department is working on picking up those with warrants.
- PC Needham also stated that there are still issues with open containers at Noah's Ark. It is still a lot of work in progress. He had also stated that he met with David Hacker and will meet more frequently.
- **.Fire Department:**
- FC Valdez stated that he has applied with the Yakama Nation Legends Casino Grant for the EMS volunteers for a conference in New Orleans, and replacement of the compressor.

Public Works Department:

- **N. Wasco/Sitcum Ave** – Pre-construction conference was held today. The contractor (Granite Construction) will start tomorrow. Key Bank has signed the right of way deed and it is in the mail to the City. Contractor will start from the north end of the project and they will not work along the Key Bank property until right of way deed is recorded.
- **9th Street Sidewalk** – There were two stakeholder meetings in March (one on March 17 and the other on March 29) to discuss design alternatives with G&O engineers. The representatives from the City, Wapato School District, and Yakama Nation Housing Authority have all agreed on the alternative to eliminate the faculty/staff parking lot on the south side of 9th Street and make it a parent drop-off site. See attached preliminary layout. G&O has started design based on this alternative. The target date to advertise for bid is the first week of May.
- **Relight Washington Grant** – The City has received a grant for LED street light upgrade for 55 city-owned street lights. The total project cost is \$14,444. The grant from TIB will pay \$6,297, and the Pacific Power will provide an incentive of \$8,147. The LED street lights will be brighter, reduce power cost by 72%, improve traffic safety at night, and reduce maintenance cost.
- **Street Maintenance** - Staff will start pothole repair this week or next week. Then we will schedule street striping, and sidewalk grinding.
- **Project Update** - See attached.
- **Grant Update** - See attached.

Admin/Finance:

- CT Pearson stated that the business license program has been installed.
- CT Pearson stated that the cemetery program will be coming soon.
- CT Pearson handed out financials to April 4, 2016.

Planning: FC Valdez announced that there are still vacant seats and anyone interested please submit a letter of interest, be a registered voter and live within City limits.

FOR THE GOOD OF THE ORDER: Spring Clean-up is scheduled for April 13, 2016 from 9 a.m. to 4:00 p.m.

ANNOUNCEMENT: Councilmember Reyna sent out a special thanks to the previous Mayor Jesse Farias for his 13 years of service to our community and City, and wished him the best.

ADJOURNMENT: Motion by Councilmember Jaime, seconded by Councilmember Foss, 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 7:45p.m.

Tony Guzman, Mayor-Pro-Tem

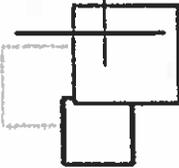
Gloria Acosta, Deputy Clerk-Treasurer

Fund Transaction Summary

Transaction Type: Invoice
 Fiscal: 2016 - 04 - 04-18-16 Council

Fund Number	Description	Amount
001-000-000	Current Expense Fund	\$6,098.49
001-000-021	Law Enforcement	\$6,086.20
001-000-022	Fire Department	\$5,314.24
001-000-076	Recreation	\$1,037.21
001-000-300	Public Works	\$1,211.10
001-000-999	Non Revenues and Non Expenditures	\$3,909.04
002-000-000	Jail Profit Managerial Fund	\$126.13
004-000-300	Chief for a Day	\$247.11
101-000-000	Street Fund	\$966.06
401-000-000	Water Fund	\$3,456.14
402-000-000	Sewer Fund	\$4,347.42
403-000-000	Garbage Fund	\$2,933.05
404-000-000	Cemetery Fund	\$929.75
410-000-135	Water Meter Replacement	\$1,022.67
420-000-225	WWTP Building Renovation	\$1,919.75
501-000-021	Police Dept Vehicles	\$4.31
501-000-035	Sewer Dept Vehicles & Equipment	\$59,237.10
501-000-036	Cemetery Vehicles & Equipment	\$60.69
501-000-042	Street Dept Vehicles & Equipment	\$573.46
501-000-076	Parks Dept Vehicles & Equipment	\$49.62
502-000-000	Public Works Service Center	\$1,594.07
503-000-000	Information Technology Rental & Revolving	\$8,889.24
	Count: 22	\$110,012.85

Voucher Directory



Vendor Number	Reference	Account Number	Description	Amount
Action Towing and Storage				
153808				
89450		2016 - 04 - 04-18-16 Council		
	err-st towing supplies	501-000-042-548-68-41-00	Professional Service	\$286.73
Total 89450				\$286.73
89451				
	Err-st towing supplies	501-000-042-548-68-41-00	Professional Service	\$286.73
Total 89451				\$573.46
Total 153808				\$573.46
Total Action Towing and Storage				
AMS				
153809		2016 - 04 - 04-18-16 Council		
03312016				
	LEGAL COURIERS	001-000-000-512-50-42-10	Communications-AMS	\$30.00
Total 03312016				\$30.00
Total 153809				\$30.00
Total AMS				
ANS of WA Inc				
153810		2016 - 04 - 04-18-16 Council		
	2016-Cruz Notary			
	admin, notary	001-000-000-514-23-31-00	Operating Supplies	\$53.95
		001-000-000-514-23-46-00	Insurance	\$50.00
		001-000-000-514-23-51-00	Interg'mental Prof Services	\$30.00
Total 2016-Cruz Notary				\$133.95
Total 153810				\$133.95
Total ANS of WA Inc				
Apple Valley Interpreting Service LLC				
153811		2016 - 04 - 04-18-16 Council		
	3136			
	court-prof service	001-000-000-512-50-41-30	Prof Service-Interpreting Serv	\$205.10
Total 3136				\$205.10
Total 153811				\$205.10
Total Apple Valley Interpreting Service LLC				

Vendor Number	Reference	Account Number	Description	Amount
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Banking Charges				
EFT Payment 4/14/2016 4:47:35 PM - 1	2016 - 04 - 04-18-16 Council			
Apr 2016 BC				
	citywide, banking charges		Miscellaneous-Banking Fees	\$650.81
	001-000-000-514-23-49-61			\$650.81
Total EFT Payment 4/14/2016 4:47:35 PM - 1				\$650.81
Total Apr 2016 BC				
Total Banking Charges				
Banking Charges-Invoice Cloud				
EFT Payment 4/14/2016 4:47:35 PM - 2	2016 - 04 - 04-18-16 Council			
550-2016-3				
	citywide, banking charge		Miscellaneous-Banking Fees	\$16.80
	001-000-000-514-23-49-61			\$16.80
Total 550-2016-3				\$16.80
Total EFT Payment 4/14/2016 4:47:35 PM - 2				\$16.80
Total Banking Charges-Invoice Cloud				
Bob Barker Co.				
153812	2016 - 04 - 04-18-16 Council			
WEB000420221				
	pd- SUPPLIES		Supplies	\$73.12
	001-000-021-523-60-31-00			\$73.12
Total WEB000420221				\$73.12
Total 153812				
Total Bob Barker Co.				
Bugs-B-Gon Pest Control				
153813	2016 - 04 - 04-18-16 Council			
12540				
	Admin-maint		Repair & Maintenance-Janitorial	\$53.95
	001-000-000-518-30-48-10			\$53.95
	City Hall			
Total 12540				\$80.93
12541				
	jail- pest control		Repair & Maintenance	\$80.93
	001-000-021-521-50-48-00			\$80.93
	Jail			
Total 12541				\$111.14
12542				
	comm- repiar		Repair & Maintenance-Janitorial Service	\$111.14
	001-000-076-575-50-48-10			\$111.14
	Community Center			
Total 12542				\$246.02
Total 153813				\$246.02
Total Bugs-B-Gon Pest Control				\$246.02

Vendor	Number	Reference	Account Number	Description	Amount
Cascade Analytical Inc	153814		2016 - 04 - 04-18-16 Council		
	223113		sewer-testing	Professional Services	\$63.86
			402-000-000-535-80-41-00		\$63.86
			Sewer		\$63.86
Total Cascade Analytical Inc	Total 223113				
CED Credit Office	153815		2016 - 04 - 04-18-16 Council		
	9477-757644		SEWER, PARTS	Supplies	\$99.52
			402-000-000-535-50-31-00		\$99.52
Total CED Credit Office	Total 9477-757644				\$99.52
Central Machinery Sales Inc	153807		2016 - 04 - 04-18-16 Council		
	Case 721D Loader		err-sewer, purchase loader	Capital Outlay-Equipment	\$59,237.10
			501-000-035-594-35-64-00		\$59,237.10
Total Central Machinery Sales Inc	Total Case 721D Loader				\$59,237.10
Central WA Occupational Medicine	153816		2016 - 04 - 04-18-16 Council		
	39836C4690		pwsc, TESTING	Communications	\$38.00
			502-000-000-548-78-42-00		\$38.00
Total Central WA Occupational Medicine	Total 39836C4690				\$38.00
Chambers Auto Supply	153817		2016 - 04 - 04-18-16 Council		
	s3-1815189		err-pd, supplies	Supplies	\$4.31
			501-000-021-548-68-31-00		\$4.31
Total Chambers Auto Supply	Total s3-1815189				\$4.31

Vendor Number Reference Account Number Description Amount

ideal Lumber & Hardware Inc
153831

Vendor Number	Reference	Account Number	Description	Amount
89652		2016 - 04 - 04-18-16 Council		
		pd- repair & Maint	Repair And Maintenance	\$70.31
	Total 89652	001-000-021-523-20-48-00		\$70.31
	89712			
	Total 89712	cem, parts	Operating Supplies	\$4.86
	89713	404-000-000-536-20-31-00		\$4.86
	Total 89713	cem-supplies	Operating Supplies	\$9.71
	89716	404-000-000-536-20-31-00		\$9.71
	Total 89716	cem, supplies	Operating Supplies	(\$4.86)
	90359	404-000-000-536-20-31-00		(\$4.86)
	Total 90359	CEM, SUPPLIES	Operating Supplies	\$61.68
	91010	404-000-000-536-20-31-00		\$61.68
	Total 91010	CEM, SUPPLIES	Operating Supplies	\$92.51
	91710	404-000-000-536-20-31-00		\$92.51
	Total 91710	PARKS REPAIR	Repair & Maintenance	\$17.05
	91788	001-000-300-576-80-48-00		\$17.05
	Total 91788	parks-supplies	Travel & Training	\$38.08
	Total 153831	001-000-300-576-80-43-00		\$38.08
Total Ideal Lumber & Hardware Inc		2016 - 04 - 04-18-16 Council		\$289.34
Interconnect Systems				\$289.34
153832				
44888				
Total 44888		citywide, telephone maint	Repair & Maintenance	\$132.72
		503-000-000-518-81-48-00		\$132.72

Vendor	Number	Reference	Account Number	Description	Amount
		44923			
		Total 44923	citywide, telephone system	Capital Outlay-Interdepartment-Electronic Equipment	\$1,917.64
		44924	503-000-000-594-18-64-00		\$1,917.64
		Total 44924	citywide, telephone maint	Repair & Maintenance	\$291.33
			503-000-000-518-81-48-00		\$291.33
					\$2,341.69
					\$2,341.69
Total 153832					
Total Interconnect Systems					
Jose's Hardware Store					
153833					
		52455		2016 - 04 - 04-18-16 Council	
		Total 52455	sewer-supplies	Supplies	\$10.78
		52510	402-000-000-535-50-31-00		\$10.78
		Total 52510	sewer- supplies	Supplies	\$1.28
		52692	402-000-000-535-50-31-00		\$1.28
		Total 52692	water-supplies	Supplies	\$14.53
		52760	401-000-000-534-50-31-00		\$14.53
		Total 52760	pwsc, finance charge	Miscellaneous-Credit Charges	\$13.13
		53345	502-000-000-548-78-49-60		\$13.13
		Total 53345	pd- supplies	Supplies	\$5.50
		53353	001-000-021-523-20-31-00		\$5.50
		Total 53353	pd- supplies	Supplies	\$10.51
		53378	001-000-021-523-20-31-00		\$10.51
		Total 53378	pd- small tools	Small Tools & Equipment	\$26.94
		53742	001-000-021-521-50-35-00		\$26.94
		Total 53742	pswc supplies	Supplies	\$4.08
		53742	502-000-000-548-78-31-00		\$4.08

Vendor	Number	Reference	Account Number	Description	Amount
	53782				
		Total 53782	WATER,SUPPLIES	Supplies	\$28.04
	54012				\$28.04
		Total 54012	fire,suplies	Operating Supplies	\$34.13
	54603				\$34.13
		Total 54603	pwsc-supplies	Supplies	\$14.64
			502-000-000-548-78-31-00		\$14.64
					\$163.56
					\$163.56
Total 153833					
Total Jose's Hardware Store					
Keybank	153834				
		00027947	2016 - 04 - 04-18-16 Council		
		Total 00027947	4818-pd training	Travel & Training	\$8.00
	01981G				\$8.00
		Total 01981G	4818- pd training	Travel & Training	\$28.87
	03212016 25855				\$28.87
		Total 03212016 25855	4818-pd training	Travel & Training	\$29.00
	03212016 50008				\$29.00
		Total 03212016 50008	4818-pd training	Travel & Training	\$11.46
	03222016-4261				\$11.46
		Total 03222016-4261	5625, COMM CTR-SUPPLIES	Supplies	\$121.95
	03232016 178				\$121.95
		Total 03232016 178	4818-pd training	Travel & Training	\$22.12
	03232016-49				\$22.12
		Total 03232016-49	4818-pd training	Travel & Training	\$26.00
			001-000-021-521-10-43-00		\$26.00

Vendor	Number	Reference	Account Number	Description	Amount
	03302016-5006		5625, pw-SUPPLIES		
			502-000-000-548-78-31-00	Supplies	\$87.20
	Total 03302016-5006				\$87.20
	03302016-5833		5625, COMM CTR-SUPPLIES		
			001-000-076-575-50-31-00	Supplies	\$103.40
	Total 03302016-5833				\$103.40
	0401206		2034- membership		
			001-000-000-514-23-49-30	Miscellaneous-Dues-Memberships-Subscriptions	\$75.00
	Total 0401206				\$75.00
	04122016		5625- park supplies		
	Total 04122016				
	05166G		4818-pd training		
			001-000-021-521-10-43-00	Travel & Training	\$17.83
	Total 05166G				\$17.83
	05237G		4818-pwd-training		
			001-000-021-521-10-43-00	Travel & Training	\$7.32
	Total 05237G				\$7.32
	05711G		4818-pwd-training		
			001-000-021-521-10-43-00	Travel & Training	\$13.81
	Total 05711G				\$13.81
	09360G		4818- pd training		
			001-000-021-521-10-43-00	Travel & Training	\$16.52
	Total 09360G				\$16.52
	1048588		4818- pd training		
			001-000-021-521-10-43-00	Travel & Training	\$19.00
	Total 1048588				\$19.00
	106-7022075		2034- admin supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$15.04
	Total 106-7022075				\$15.04
	111839717552-c		5625, credit		
			001-000-021-523-60-31-00	Supplies	(\$74.90)
	Total 111839717552-c				(\$74.90)

Vendor Number	Reference	Account Number	Description	Amount
14222155		5625-pwd parts	Capital Purchase-Equipment	\$6.55
	Total 14222155	420-000-225-594-35-64-00		\$6.55
143936572		4818-pd training	Travel & Training	\$19.00
	Total 143936572	001-000-021-521-10-43-00		\$19.00
14589		3118, PD-travel training	Travel & Training	\$15.20
	Total 14589	001-000-021-523-20-43-00		\$15.20
17433083		5625-pwd- parts	Capital Purchase-Equipment	(\$75.42)
	Total 17433083	420-000-225-594-35-64-00		(\$75.42)
1926326		5633, fd-supplies	Supplies	\$77.90
	Total 1926326	001-000-022-522-20-31-00		\$77.90
200078930		4818-pwd training	Travel & Training	\$29.00
	Total 200078930	001-000-021-521-10-43-00		\$29.00
336938		5625-pwd parts	Capital Purchase-Equipment	\$1,956.75
	Total 336938	420-000-225-594-35-64-00		\$1,956.75
3691682023652		4818, pd-supplies	Supplies	\$247.11
	Total 3691682023652	004-000-300-521-30-31-00		\$247.11
4837814		2034, admin-brackets	Operating Supplies	\$73.25
	Total 4837814	001-000-000-518-30-31-00		\$73.25
6253		4818- pd training	Travel & Training	\$7.22
	Total 6253	001-000-021-521-10-43-00		\$7.22
66298986		4818- pd training	Travel & Training	\$551.40
	Total 66298986	001-000-021-521-10-43-00		\$551.40

Vendor	Number	Reference	Account Number	Description	Amount
	apri082016				
			2034, admin-membership	Miscellaneous-Dues-Memberships-Subscriptions	\$75.00
			001-000-000-514-23-49-30		\$75.00
			Total apri082016		
			IC 010816 4792	Miscellaneous-Credit Card Charges	\$6.34
			4792, pd-interest charge		\$6.34
			001-000-021-521-10-49-60		
			Total IC 010816 4792		
			IC 030916 4792	Miscellaneous-Credit Card Charges	\$0.53
			4792, pd-interest charge		\$0.53
			001-000-021-521-10-49-60		
			Total IC 030916 4792		
			IC 040816 4818	Miscellaneous-Credit Card Charges	\$7.83
			4818, pd-interest charge		\$7.83
			001-000-021-521-10-49-60		
			Total IC 040816 4818		
			IC 040816 5625	Miscellaneous-Credit Card Charges	\$22.57
			5625, pwd-interest charge		\$22.57
			502-000-000-548-78-49-60		
			Total IC 040816 5625		
			IC 040816 5690	Miscellaneous-Credit Card Charges	\$1.49
			5690, jail-interest charge		\$1.49
			001-000-021-523-10-49-60		
			Total IC 040816 5690		
			ICA 040916 5625	Miscellaneous-Credit Card Charges	(\$0.29)
			5625, pwd, interest charge adjustment		(\$0.29)
			502-000-000-548-78-49-60		
			Total ICA 040916 5625		
			LP 020816 4792	Miscellaneous-Credit Card Charges	\$29.00
			4792, pd-late payment		\$29.00
			001-000-021-521-10-49-60		
			Total LP 020816 4792		
			LP 040616 4792	Miscellaneous-Credit Card Charges	\$19.00
			4792, pd-late payment		\$19.00
			001-000-021-521-10-49-60		
			Total LP 040616 4792		
			LP 040616 4818	Miscellaneous-Credit Card Charges	\$39.00
			4818, pd-late payment		\$39.00
			001-000-021-521-10-49-60		
			Total LP 040616 4818		
			LP 040716 5690	Miscellaneous-Credit Card Charges	\$19.00
			5690, jail-late payment		\$19.00
			001-000-021-523-10-49-60		
			Total LP 040716 5690		

Vendor	Number	Reference	Account Number	Description	Amount
		LP 040816	5625		
			5625, pwd-late payment		
			502-000-000-548-78-49-60	Miscellaneous-Credit Charges	\$39.00
		Total LP 040816	5625		\$39.00
		MC 020916	4792		
			4792, pd-minimum charge		
			001-000-021-521-10-49-60	Miscellaneous-Credit Card Charges	\$0.50
		Total MC 020916	4792		\$0.50
		MS 040816	4792		
			4792, pd-minimum charge		
			001-000-021-521-10-49-60	Miscellaneous-Credit Card Charges	\$0.50
		Total MS 040816	4792		\$0.50
		Total 153834			\$3,695.05
		Total Keybank			\$3,695.05
		Les Schwab Tire	153835		
			2016 - 04 - 04-18-16 Council		
		77300089777			
			ERR-CEMETERY, PARTS		
			501-000-036-548-68-31-00	Supplies	\$60.69
		Total 77300089777			\$60.69
		77300090313			
			ERR-PARKS, PARTS		
			501-000-076-548-68-48-00	Repair & Maintenance	\$49.62
		Total 77300090313			\$49.62
		Total 153835			\$110.31
		Total Les Schwab Tire			\$110.31
		Mcllrath Family Farm Market	153836		
			2016 - 04 - 04-18-16 Council		
		64520			
			jail- food supplies		
			001-000-021-523-60-31-01	Supplies-Jail Food	\$32.36
			jail, food		
		Total 64520			\$32.36
		Total 153836			\$32.36
		Total Mcllrath Family Farm Market			\$32.36
		Morton's Supply Inc	153837		
			2016 - 04 - 04-18-16 Council		
		0382106			
			CEMENTERY, SUPPLIES		
			404-000-000-536-20-31-00	Operating Supplies	\$53.56
		Total 0382106			\$53.56
		Total 153837			\$53.56
		Total Morton's Supply Inc			\$53.56

Vendor Number	Reference	Account Number	Description	Amount
Needham, Richard 153838	0162453	2016 - 04 - 04-18-16 Council		
		PD- meeting 001-000-021-521-10-43-00	Travel & Training	\$11.16
	Total 0162453 04012016			\$11.16
	Total 04012016	PD- meeting 001-000-021-521-22-43-00	Travel & Training	\$12.16
Total 153838 Total Needham, Richard Nuvodia LLC 153839	INV00030500	2016 - 04 - 04-18-16 Council		\$12.16
		citywide, IT maint 503-000-000-518-81-41-00	Professional Services	\$23.32
	Total INV00030500			\$23.32
Total 153839 Total Nuvodia LLC Office Depot Business Solutions 153840	829530893001	2016 - 04 - 04-18-16 Council		\$6,076.30
		PD- Supplies 001-000-021-523-20-31-00	Supplies	\$6,076.30
	Total 829530893001 829533164001	pd, office supplies		\$6,076.30
		PD- Supplies 001-000-021-523-20-31-00	Supplies	\$29.12
	Total 829533164001 829533165001	pd, office supplies		\$29.12
		PD- Supplies 001-000-021-523-20-31-00	Supplies	\$43.24
	Total 829533165001 829625161001	pd, office supplies		\$43.24
		PD-Supplies 001-000-021-523-20-31-00	Supplies	\$45.31
	Total 829625161001	pd, office supplies		\$45.31
		pwd, SUPPLIES 502-000-000-548-78-31-00	Supplies	\$47.17
	Total 829625161001	city hall, office supplies		\$47.17

Vendor	Number	Reference	Account Number	Description	Amount
	830125469001		Amin, supplies 001-000-000-514-23-31-00	Operating Supplies city hall, office supplies	\$23.93
	Total 830125469001				\$23.93
	830126039001		Admin, supplies 001-000-000-514-23-31-00	Operating Supplies city hall, office supplies	\$35.43
	Total 830126039001				\$35.43
	83327113001		Admin, supplies 001-000-000-514-23-31-00	Operating Supplies city hall, office supplies	\$206.49
	Total 83327113001				\$206.49
Total Office Depot Business Solutions	153840				\$430.69
One Call Concepts Inc	153841			2016 - 04 - 04-18-16 Council	\$430.69
	6039105		water-prof service 401-000-000-534-50-41-00	Professional Services water, locate svc.	\$17.16
	Total 6039105				\$17.16
Total One Call Concepts Inc	153842			2016 - 04 - 04-18-16 Council	\$17.16
Oxarc Inc	R407161		water-Chlorine 401-000-000-534-80-31-00	Supplies	\$72.56
	Total R407161				\$72.56
Total Oxarc Inc	153843			2016 - 04 - 04-18-16 Council	\$72.56
PAUL'S AIR FIX	0472016		jail, Ac 001-000-021-523-20-48-00	Repair And Maintenance	\$88.20
	Total 0472016				\$88.20
Total PAUL'S AIR FIX	153843				\$88.20

Vendor	Number	Reference	Account Number	Description	Amount
Personnel Concept	153844		2016 - 04 - 04-18-16 Council		
		04132016	pd- L&J posters 001-000-021-521-50-31-00	Operating Supplies	\$15.90
		Total 04132016			\$15.90
Total Personnel Concept	Total 153844				\$15.90
Pete's Cleaning Service	153845		2016 - 04 - 04-18-16 Council		
		april052016	cityhall, janitor 001-000-000-518-30-48-10	Repair & Maintenance-Janitorial City Hall	\$400.00
		Total april052016			\$400.00
Total Pete's Cleaning Service	Total 153845				\$400.00
Pioneer Printing & Forms	153846		2016 - 04 - 04-18-16 Council		
		7368	ADMIN, FORMS 001-000-000-514-23-41-40	Miscellaneous-Publications	\$321.72
		Total 7368			\$321.72
Total Pioneer Printing & Forms	Total 153846				\$321.72
RnR Fencing	153847		2016 - 04 - 04-18-16 Council		
		2643	jail-repairs 001-000-021-523-60-48-00	Repair & Maintenance	\$241.20
		Total 2643			\$241.20
Total RnR Fencing	Total 153847				\$241.20
Same Day Service Of Yakima	153848		2016 - 04 - 04-18-16 Council		
		6915	jail-LABOR-DRYER 001-000-021-523-60-48-00	Repair & Maintenance	\$103.58
		Total 6915			\$103.58
Total Same Day Service Of Yakima	Total 153848				\$103.58

Vendor Number Reference Account Number Description Amount

Verizon Wireless-Cell Phones
153853

9763049843

2016 - 04 - 04-18-16 Council

communication					
001-000-000-513-10-42-00	mayor, cell phone	Communications		\$0.36	
001-000-000-514-23-42-00	city hall, cell phone	Communications		\$58.58	
001-000-021-521-10-42-00	pd, chief's cell phones	Communications		\$111.83	
001-000-021-521-30-42-00	pd, SRO	Communications		\$58.58	
001-000-022-522-10-42-00	fd, cell phones	Communication		\$58.58	
001-000-300-524-20-42-00	bi/ce, cell phone	Communications		\$53.26	
502-000-000-548-78-42-00	pwd, cell phone	Communications		\$301.32	
Total 9763049843				\$642.51	

Total 153853
Total Verizon Wireless-Cell Phones
Verizon Wireless-Modems
153854

9762533943

2016 - 04 - 04-18-16 Council

PD-COMMUNICATION				
001-000-021-521-22-42-00	Police Car Modems	Communications		\$643.20
Total 9762533943				\$643.20

Total 153854
Total Verizon Wireless-Modems
Vision Forms, LLC
153855

3510

2016 - 04 - 04-18-16 Council

ADMIN-MISC				
001-000-000-514-23-41-40	Miscellaneous-Publications			\$853.30
001-000-000-558-70-41-00	Professional Service			\$169.45
Total 3510				\$1,022.75

Total 153855
Total Vision Forms, LLC

\$1,022.75

Vendor	Number	Reference	Account Number	Description	Amount
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WA ST Dept of Corrections
153856

2016 - 04 - 04-18-16 Council

f148249

jail food
001-000-021-523-60-31-01

Supplies-Jail Food

\$142.00
\$142.00
\$142.00

Total f148249

Total 153856

WA ST Dept of Corrections

WA ST Dept of Licensing

EFT 2016-04-18-001

2016 - 04 - 04-18-16 Council

wa0000036

PD-GUN PERMITS
001-000-999-586-21-00-00

Gun Permits-Concealed Pistols

\$18.00
\$18.00
\$18.00

Total wa0000036

Total EFT 2016-04-18-001

EFT 2016-04-18-002

2016 - 04 - 04-18-16 Council

wa0000037

PD-GUN PERMITS
001-000-999-586-21-00-00

Gun Permits-Concealed Pistols

\$18.00
\$18.00
\$18.00

Total wa0000037

Total EFT 2016-04-18-002

EFT 2016-04-18-003

2016 - 04 - 04-18-16 Council

wa0000038

PD-GUN PERMITS
001-000-999-586-21-00-00

Gun Permits-Concealed Pistols

\$18.00
\$18.00
\$18.00

Total wa0000038

Total EFT 2016-04-18-003

EFT 2016-04-18-004

2016 - 04 - 04-18-16 Council

wa0000039

PD-GUN PERMITS
001-000-999-586-21-00-00

Gun Permits-Concealed Pistols

\$18.00
\$18.00
\$18.00

Total wa0000039

Total EFT 2016-04-18-004

EFT 2016-04-18-005

2016 - 04 - 04-18-16 Council

wa0000040

PD-GUN PERMITS
001-000-999-586-21-00-00

Gun Permits-Concealed Pistols

\$18.00
\$18.00
\$18.00

Total wa0000040

Total EFT 2016-04-18-005

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
	EFT-2016-04-18-006	wa0000041	2016 - 04 - 04-18-16 Council		
		Total wa0000041	PD-GUN PERMITS		\$18.00
	Total EFT 2016-04-18-006		001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
	EFT 2016-04-18-007	wa0000042	2016 - 04 - 04-18-16 Council		\$18.00
		Total wa0000042	PD-GUN PERMITS		\$18.00
	Total EFT 2016-04-18-007		001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
	EFT-2016-04-18-008	wa0000043	2016 - 04 - 04-18-16 Council		\$18.00
		Total wa0000043	PD-GUN PERMITS		\$18.00
	Total EFT 2016-04-18-008		001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
	EFT 2016-04-18-009	wa0000044	2016 - 04 - 04-18-16 Council		\$18.00
		Total wa0000044	PD-GUN PERMITS		\$18.00
	Total EFT 2016-04-18-009		001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
	EFT 2016-04-18-010	wa0000061	2016 - 04 - 04-18-16 Council		\$18.00
		Total wa0000061	PD-GUN PERMITS		\$18.00
	Total EFT 2016-04-18-010		001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
	EFT 2016-04-18-011	wa0000065	2016 - 04 - 04-18-16 Council		\$18.00
		Total wa0000065	PD-GUN PERMITS		\$18.00
	Total EFT 2016-04-18-011		001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
	EFT 2016-04-18-012	wa0000066	2016 - 04 - 04-18-16 Council		\$18.00
		Total wa0000066	PD-GUN PERMITS		\$18.00
	Total EFT 2016-04-18-012		001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00

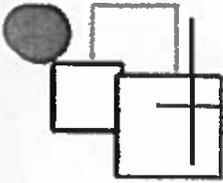
Vendor	Number	Reference	Account Number	Description	Amount
	EFT-2016-04-18-013		2016 - 04 - 04-18-16 Council		
		wa00000067			
			PD-GUN PERMITS		
			001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
					\$18.00
					\$18.00
			2016 - 04 - 04-18-16 Council		
			PD-GUN PERMITS		
			001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
					\$18.00
					\$18.00
			2016 - 04 - 04-18-16 Council		
			PD-GUN PERMITS		
			001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
					\$18.00
					\$270.00
			2016 - 04 - 04-18-16 Council		
			PD-GUN PERMITS		
			001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
					\$18.00
					\$270.00
			2016 - 04 - 04-18-16 Council		
			citywide, EXCISE TAX		
			001-000-999-586-13-00-44	Sales Tax - Jail	\$4.27
			002-000-000-523-60-44-00	Sales Tax	\$2.37
			401-000-000-534-10-44-00	Prof Service-Wast Dor-Excisetx	\$3,323.85
			402-000-000-535-10-44-00	Sales & Excise Tax	\$2,301.17
			403-000-000-537-10-44-00	Sales & Excise Tax	\$2,933.05
			404-000-000-536-20-44-00	Sales & Excise Tax	\$296.54
			404-000-000-586-00-00-00	Agency Type Disbursements	\$302.57
					\$9,163.82
					\$9,163.82
					\$9,163.82
			2016 - 04 - 04-18-16 Council		
			court- remit		
			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	\$84.58
			001-000-999-586-83-00-31	Agency Dist-Auto Theft Prevent	\$162.93
			001-000-999-586-83-00-32	Agency Dist-Trau Brain Injury	\$29.67
			001-000-999-586-88-00-00	Agency Dist-St-Psea 3	\$30.92
			001-000-999-586-89-00-09	Court-WSP Hiway Acct	\$26.22
			001-000-999-586-89-00-14	Court-Hwy Safety Acct	\$7.31
			04072016		
			Total MARCH162016		
			Total EFT Payment 4/14/2016 4:47:35 PM - 3		
			Total WA ST Dept of Revenue		
			WA ST Office of the Treasurer		
			153857		

Vendor Number, Reference, Account Number, Description, Amount

Yakima CO Dept of Corrections 153861	march82016	2016 - 04 - 04-18-16 Council		
		PD-jail inmates housing 001-000-021-523-20-51-20	Yakima County Detention-Wapato Inmates	\$848.98
Total 153861	Total march82016			\$848.98
Total Yakima CO Dept of Corrections				\$848.98
Yakima CO Fire Dist.#5 153862	04062016	2016 - 04 - 04-18-16 Council		
		fire,shared vehicle 001-000-022-522-20-51-00	Intergovernmental Professional Services	\$1,428.99
Total 153862	Total 04062016	Fire Dept Shared Vehicle		\$1,428.99
Total Yakima CO Fire Dist.#5				\$1,428.99
Yakima CO Printing 153863	032016	2016 - 04 - 04-18-16 Council		
		pd, EVIDENCE ROOM-FORMS 001-000-021-521-80-41-60	Miscellaneous-Publications	\$193.57
Total 153863	Total 032016			\$193.57
Total Yakima CO Printing				\$193.57
Yakima CO Treasurer-Crime Victims 153864	02292016	2016 - 04 - 04-18-16 Council		
		court, remitt 001-000-999-586-12-00-00	Agency Disb-CO Reimb-Crime Vic	\$62.64
Total 153864	Total 02292016			\$62.64
Total Yakima CO Printing				\$62.64
Yakima CO Treasurer-Crime Victims 153865	8030660	2016 - 04 - 04-18-16 Council		
		pool,license 001-000-300-576-20-51-00	Intergovernmental Services	\$384.00
Total 153865	Total 8030660			\$384.00
Total Yakima CO Treasurer-Crime Victims				\$384.00
Yakima Health District 153866				\$384.00
Total 153866				\$384.00
Total Yakima Health District				\$384.00

Vendor Number	Reference	Account Number	Description	Amount
Yakindo Web Designs Inc 153869	431	2016 - 04 - 04-18-16 Council		
		admin-prof service 503-000-000-518-81-41-00	Professional Services	\$471.25
	Total 431			\$471.25
Total 153869				\$471.25
Total Yakindo Web Designs Inc		Vendor Count	67	\$110,012.85
Grand Total				

City of Wapato					
4/5/2016					
		Amount	Amount	Reg Hrs	OT Hrs
001-000-000	Administrative	\$ 16,873.78		545.50	1.25
001-000-021	Law Enforcement	\$ 57,879.92		1,154.21	133.09
001-000-023	Corrections	\$ 21,185.36		475.50	78.00
001-000-022	Fire	\$ 12,887.07		1,140.00	
001-000-300	Public Works	\$ 2,476.92		56.40	5.00
Total Current Expense			\$ 111,303.06		
101-000-000	Street Fund		\$ 3,344.44	90.24	7.00
102-000-000	Street Grants		\$ 17.51		
401-000-000	Water Fund		\$ 16,160.07	442.90	2.00
402-000-000	Sewer Fund		\$ 20,904.43	561.26	10.00
403-000-000	Garbage Fund		\$ 417.57	9.60	
404-000-000	Cemetery Fund		\$ 2,624.81	67.20	9.00
420-000-000	Sewer Construction Fund		\$ -		
502-000-000	Public Works Service Center		\$ 5,163.82	122.40	
			\$ 159,935.72	4,665.21	245.34

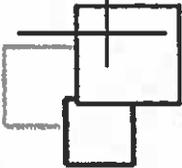


Fund Transaction Summary

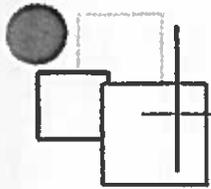
Transaction Type: Invoice

Fund Number	Description	Amount
001-000-000	Current Expense Fund	\$0.00
633-000-000	Court Bond Trust	\$13,841.18
	Count: 6	\$13,841.18

Vendor Activity



Reference	Period	Amount	Number
City of Wapato			
Invoice			
2800-103015	2015 - 10 - 10/31/15 End of Month	\$7,653.11	2800 cbi
Total Invoice		\$7,653.11	1
Total City of Wapato		\$7,653.11	1
Court Bond			
Invoice			
27921-101315	2015 - 10 - 10/31/15 End of Month	\$224.50	27921 cbi
27922-101315	2015 - 10 - 10/31/15 End of Month	\$1,000.00	27922 cbi
27923-101315	2015 - 10 - 10/31/15 End of Month	\$500.00	27923 cbi
2793-101315	2015 - 10 - 10/31/15 End of Month	\$250.00	2793 cbi
2794-101315	2015 - 10 - 10/31/15 End of Month	\$73.57	2794 cbi
2795-101315	2015 - 10 - 10/31/15 End of Month	\$600.00	2795 cbi
2796-101315	2015 - 10 - 10/31/15 End of Month	\$261.42	2796 cbi
2797-101315	2015 - 10 - 10/31/15 End of Month	\$130.00	2797 cbi
2798-101315	2015 - 10 - 10/31/15 End of Month	\$648.58	2798 cbi
2799-102015	2015 - 10 - 10/31/15 End of Month	\$2,500.00	2799 cbi
Total Invoice		\$6,188.07	10
Total Court Bond		\$6,188.07	10
Grand Total		\$13,841.18	11



Fund Transaction Summary

Transaction Type: Invoice

Fund Number	Description	Amount
633-000-000	Court Bond Trust	\$11,390.95
	Count: 3	\$11,390.95

Vendor Activity



Reference	Period	Amount	Number
City of Wapato			
Invoice			
2804-113015	2015 - 11 - 11/30/15 End of Month	\$8,903.37	2804 cbl
Total Invoice		\$8,903.37	
Total City of Wapato		\$8,903.37	
Court Bond			
Invoice			
2801-110215	2015 - 11 - 11/30/15 End of Month	\$1,000.00	2801 cbl
2802-111215	2015 - 11 - 11/30/15 End of Month	\$286.23	2802 cbl
28021-111215	2015 - 11 - 11/30/15 End of Month	\$250.42	28021 cbl
28022-111215	2015 - 11 - 11/30/15 End of Month	\$100.93	28022 cbl
2803-111215	2015 - 11 - 11/30/15 End of Month	\$850.00	2803 cbl
Total Invoice		\$2,487.58	
Total Court Bond		\$2,487.58	
Grand Total		\$11,390.95	

Fund Transaction Summary

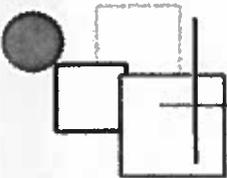
Transaction Type: Invoice
Fiscal: 2015 - 12 - 12/31/15 End of Month

Fund Number	Description	Amount
633-000-000	Court Bond Trust Count: 1	\$14,389.73 \$14,389.73

Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
City of Wapato	2813 cbt	2813-123115	2015 - 12 - 12/31/15 End of Month		
			633-000-000-589-90-00-00	Clearing Fund Adjustment Entry	\$8,939.73
	Total 2813 cbt	Total 2813-123115			\$8,939.73
Total City of Wapato	2805 cbt	2805-123015	2015 - 12 - 12/31/15 End of Month		
Court Bond			633-000-000-589-90-00-00	Clearing Fund Adjustment Entry	\$1,350.00
	Total 2805 cbt	Total 2805-123015			\$1,350.00
	2806 cbt	2806-123015	2015 - 12 - 12/31/15 End of Month		
			633-000-000-589-90-00-00	Clearing Fund Adjustment Entry	\$25.00
	Total 2806 cbt	Total 2806-123015			\$25.00
	2807 cbt	2807-123015	2015 - 12 - 12/31/15 End of Month		
			633-000-000-589-90-00-00	Clearing Fund Adjustment Entry	\$850.00
	Total 2807 cbt	Total 2807-123015			\$850.00
	2808 cbt	2808-123015	2015 - 12 - 12/31/15 End of Month		
			633-000-000-589-90-00-00	Clearing Fund Adjustment Entry	\$1,350.00
	Total 2808 cbt	Total 2808-123015			\$1,350.00
	2809 cbt	2809-123015	2015 - 12 - 12/31/15 End of Month		
			633-000-000-589-90-00-00	Clearing Fund Adjustment Entry	\$1,350.00
	Total 2809 cbt	Total 2809-123015			\$1,350.00
	2810 cbt	2810-123015	2015 - 12 - 12/31/15 End of Month		
			633-000-000-589-90-00-00	Clearing Fund Adjustment Entry	\$150.00
	Total 2810 cbt	Total 2810-123015			\$150.00

Vendor	Number	Reference	Account Number	Description	Amount
	2811 cbt	2811-123015	633-000-000-589-90-00-00	2015 - 12 - 12/31/15 End of Month	
		Total 2811-123015		Clearing Fund Adjustment Entry	\$275.00
	Total 2811 cbt				\$275.00
	2812 cbt	2812-123015	633-000-000-589-90-00-00	2015 - 12 - 12/31/15 End of Month	
		Total 2812-123015		Clearing Fund Adjustment Entry	\$100.00
	Total 2812 cbt				\$100.00
Total Court Bond					\$5,450.00
Grand Total		Vendor Count	2		\$14,389.73



Fund Transaction Summary

Transaction Type: Invoice

Fund Number	Description	Amount
633-000-000	Court Bond Trust	\$11,083.42

Voucher Directory

Vendor	Number	Reference	Account Number	Description	Amount
City of Wapato	2819 CBT	2819-12816	2016 - 01 - 01-31-16	End of Month	
		633-000-000-589-90-00-00		Clearing Fund Adjustment Entry	\$9,840.26
	Total 2819 CBT	Total 2819-12816			\$9,840.26
Court Bond	2814 cbt	2814-10416	2016 - 01 - 01-31-16	End of Month	
		633-000-000-589-90-00-00		Clearing Fund Adjustment Entry	\$500.00
	Total 2814 cbt	Total 2814-10416			\$500.00
	2815 cbt	2815-12816	2016 - 01 - 01-31-16	End of Month	
		633-000-000-589-90-00-00		Clearing Fund Adjustment Entry	\$500.00
	Total 2815 cbt	Total 2815-12816			\$500.00
	2816 cbt	2816-12816	2016 - 01 - 01-31-16	End of Month	
		633-000-000-589-90-00-00		Clearing Fund Adjustment Entry	\$118.16
	Total 2816 cbt	Total 2816-12816			\$118.16
	2817 cbt	2817-12816	2016 - 01 - 01-31-16	End of Month	
		633-000-000-589-90-00-00		Clearing Fund Adjustment Entry	\$50.00
	Total 2817 cbt	Total 2817-12816			\$50.00
	2818 cbt	2818-12816	2016 - 01 - 01-31-16	End of Month	
		633-000-000-589-90-00-00		Clearing Fund Adjustment Entry	\$75.00

Total 2818-12816

Total 2818 cbt

Total Court Bond

Grand Total

2

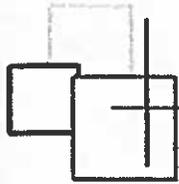
Vendor Count

\$75.00

\$75.00

\$1,243.16

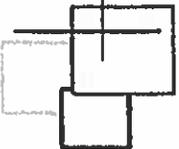
\$11,083.42



Fund Transaction Summary

Transaction Type: Invoice

Fund Number	Description	Amount
633-000-000	Court Bond Trust	\$9,868.92
	Count: 2	\$9,868.92



Vendor Activity

Reference	Period	Number
2820-022916	2016 - 02 - 02-29-16 End of Month	2820 cbl
Total Invoice		
Total City of Wapato		
Grand Total		\$9,868.92

1



COUNCIL AGENDA ITEM

Meeting Date: April 18, 2016
Subject: Resolution 2016-12 Dept of Licensing TBD Contract Amendment
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmàn, Mayor pro tempore

SUMMARY:

Washington State changed the law for Transportation Benefit Districts (TBD) to allow assumption by their forming entity. The organization that requests collection and distribution of the fees needs to update the original ordinance to allow them to follow state law and accept the assumption. This agreement amendment is the update.

ALTERNATIVES:

There are no other alternatives.

FISCAL IMPACTS:

There are no fiscal impacts.

RECOMMENDATION AND MOTION:

I recommend approval of Resolution 2016-12 at tonight's meeting. The motion would be to:

"Motion to approve Resolution 2016-12, an amendment to Department of Licensing agreement for the Transportation Benefit District as presented."

RESOLUTION NO. 2016-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING THE MODIFICATION OF THE WASHINGTON STATE DEPARTMENT OF LICENSING CONTRACT.

WHEREAS, the Wapato Transportation Benefit District signed an agreement with the Washington State Department of Licensing on November 6, 2012 to provide collection and distribution of license tab fees; and

WHEREAS, the City of Wapato assumed the Wapato Transportation Benefit District per Ordinance 1309 effective January 4, 2016, and,

WHEREAS, the Washington State Department of Licensing (DOL) was contacted to update information based on Ordinance 1309; and,

WHEREAS, DOL indicated that an amended contract would need to be signed based on changes made by 2015 legislature in accordance of RCW 36.73 and Engrossed Substitute Senate Bill 5987 giving the City legislative authority to assume the rights, powers, functions and obligations of the transportation benefit district; and,

WHEREAS, the amended contract further includes the removal of all references to Washington State Department of Revenue; and,

WHEREAS, the City Council of the City of Wapato finds that it is in the best interest of the City and the residents of the City to enter into an amendment to agreement with the Washington State Department of Licensing, a copy of which amendment is attached hereto as Exhibit A, now therefore,

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

The City Council of the City of Wapato, as the governing board of the Wapato Transportation Benefit District, authorizes the Mayor or his designee to execute the Contract on behalf of the Wapato Transportation Benefit District updating the Washington State Department of Licensing agreement to collect and distribute license fees.

PASSED AND APPROVED this ___ day of ___, 2016.



STATE OF WASHINGTON
DEPARTMENT OF LICENSING

PO Box 9030 Olympia, Washington 98507

March 29, 2016

Wapato TBD K4077-1

Attn: Jesse Farias

205 E Third Street, Wapato, WA 98951

Jesse Farias,

Greetings, I am the new Department of Licensing (DOL) contract manager for the Transportation Benefit District (TBD) contracts.

Attached is a contract amendment that accomplishes the following:

- Update the DOL contract manager to including my contact information;
- Authorizes counties and cities to assume the rights of the rights, powers, functions and obligations of the TBD within their boundaries effective January 1, 2016. The assumption of rights is a result of Engrossed Second Substitute House Bill (ESSHB) 5987, an ACT relating to transportation revenue that passed in the 2015 legislation. ESSHB 5987 authorizes counties and cities in which TBD has been established pursuant to chapter 36.73 RCW with boundaries coterminous with the boundaries of the city or county may by ordinance or resolution of the city or county legislative authority assume the rights, powers, functions and obligations of the TBD.
- Removes all references to Department of Revenue (DOR) for GIS data and revises how TBD reports address corrections. TBDs will now report address corrections directly to DOL. DOL will submit a quarterly report to DOR.

Additionally, we have a new process to send the contract amendment out via DocuSign. If you are not aware, DocuSign provides electronic signature technology for facilitating electronic exchanges of contracts and signed documents. This will be a quicker and easier way for all contract documents to be signed and you will automatically receive a fully executed copy as well. If you have not used DocuSign before, or if you are having trouble viewing the DocuSign amendment and need assistance, please call me.

If you have any questions, please let me know. I am looking forward to working with you.

Debra Dunn
Data Licensing Manager
Department of Licensing
ddunn@dol.wa.gov
(360) 902-0136

Skip a trip – go online www.dol.wa.gov

We are committed to providing equal access to our services.
If you need accommodation, please call TTY 360-664-0116.

		CONTRACT AMENDMENT BETWEEN THE DEPARTMENT OF LICENSING AND WAPATO TBD		DOL Contract No.K4077 Amendment No. 1	
Amendmentⁿ					
Amendment Purpose : The purpose of this amendment is to: 1. Update the DOL Contract Manager; 2. Amends Section 1 Definitions; 3. Adds Assignment Clause; and 4. Update Attachment A, STATEMENT OF WORK, by replacing in its entirety with an updated version Attachment A, STATEMENT OF WORK.					
Contractor					
Contract manager Jesse Farias		(Area code) Telephone 509.877.2334		E-Mail mayor@wapato-city.org	
Department of Licensing (DOL)					
Contract manager Debra Dunn, Data Sharing Contracts Manager		(Area code) Telephone (360) 902-0136		E-Mail ddunn@dol.wa.gov	
Attachments(when applicable)					
This Contract consists of the following attachment(s) and all document(s) incorporated herein or by reference: None					
The execution of this Amendment shall constitute a ratification of any earlier agreement between the parties, hereto, the terms and conditions of which are contained herein. The intent of the parties is that the effective date of this Agreement shall be on the date of last signature . All other terms and conditions of the original Contract and any subsequent amendments thereto remain in full force and effect. The parties hereby acknowledge and accept the terms and conditions of this amendment which is executed by the persons signing below who warrant that they have the authority to execute it on behalf of DOL and the Contractor.					
Contractor signature		Date		DOL signature	
PRINT contractor name Jesse Farias		Name Tamara L. Dohrman		Date	
Print Title		Print Title Assistant Director Administrative Services Division		Date	
E-Mail mayor@wapato-city.org		E-Mail tdohrman@dol.wa.gov		Date	
Phone 509.877.2334		Phone 360-902-4044		Date	

This Contract is hereby amended as follows:

- **Contract Management**

The DOL Contract Manager identified on page one (1) of the original contract is hereby updated to the Contract Manager listed on page one (1) of this amendment.

- **Section 1, DEFINITIONS**

Section 1, DEFINITIONS, is here by amended as follows:

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

- a. "Administrative and Collection Expenses" means the Direct and Indirect Cost associated with the collection of the TBD fees, including but not limited to information technology services to implement and support the collection of TBD fees; accounting for and payment of fees to the TBD; Contract administration; and management analysis as well as other incidental administrative overhead, and includes the costs associated with optional access to the Internet Vehicle Information Processing System (IVIPS). It does not include record inquiries by TBD (under an IVIPS contract).
- b. "Authorized User" means TBD officers, and employees, or any other authorized agent or official of the TBD.
- c. "Billing Cycle" means the annual vehicle registration renewal.
- d. "Direct Cost" shall include, but is not limited to, all operating, equipment and personnel costs used to furnish the information, reruns and/or additional data runs, costs materials and data integrity costs directly related to the monthly production and maintenance of these data files.
- e. "District" means all the territory within the boundaries of the TBD's jurisdiction establishing the District.
- f. "DOL File" means the data file received from DOR a third party used by DOL as the primary GIS data source to assess TBD fees.
- ~~g. DOR means Department of Revenue.~~
- g. "GIS" means the Department of Revenue/Geographical Information System data provided to DOL by a third party.
- h. "Indirect Cost" shall include, but is not limited to, auditing, answering complaints, correspondence, administrative overhead, building rents, related utilities, and other expenses identified as Indirect Costs by the Director of DOL.
- i. "Location Code" means the four digit number that corresponds to a TBD jurisdiction that is used by DOL when assessing the TBD fee. The four digit number is derived from the Department of Revenue's DOR's sales and use tax Location Code information.
- j. "Next Billing Cycle" means the Billing Cycle that occurs during the 12th month following the current Billing Cycle. For example, if a renewal is sent for a due date in the month of January 2014, the Next Billing Cycle will be January 2015.
- k. "RCW" means Revised Code of Washington.
- l. "Subcontractor" means a person or entity not in the employment of the TBD named in this Contract, but who is performing all or part of those services outlined in this Contract under a separate Contract with the TBD. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

- **Section 16, ASSIGNMENT**

Section 16, ASSIGNMENT, is hereby replaced in its entirety with the following:

Any city or county in which a Transportation Benefit District has been established pursuant to chapter 36.73 RCW with boundaries coterminous with the boundaries of the city or county may by ordinance or resolution of the city or county legislative authority assume the rights, powers, functions, and obligations of the Transportation Benefit District in accordance with Washington law. The city or county, within ten business days, notify DOL of the passage of such ordinance or resolution and provide a copy. The parties will work cooperatively in the transition of the rights, powers, functions, and obligations of the Transportation Benefit District.

- **Update Attachment A, STATEMENT OF WORK, by replacing in its entirety with an updated version**

Attachment A, STATEMENT OF WORK.

ATTACHMENT A
STATEMENT OF WORK**6. FOR ADMINISTRATION AND COLLECTION OF THE VEHICLE FEE**

The Transportation Benefit District (TBD), or the city/county if they are legally assigned responsibility, shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of work as set forth below.

7. RESPONSIBILITIES OF THE TBD

The TBD shall:

- a. Be the primary point of contact to respond to inquiries or disputes from citizens who have questions about the fee.
- b. Handle all contacts and/or disputes regarding boundaries and/or questions regarding the TBD or its collection of fees.
- c. Agree that any omitted or incorrect addresses that result in the fee not being charged for the current Billing Cycle will not be collected by DOL during the current cycle. DOL will charge the fee during the Next Billing Cycle if GIS data is updated by the data provider, DOL has a reasonable amount of time to accomplish necessary computer changes, and the address is within the TBD boundary.
- d. Process and issue any refunds or shortages that may be due. It is anticipated that TBD refunds will be largely due to boundary disputes.
- e. Verify boundary information of the TBD against the information provided in the GIS system to ensure an address taxing Location Code is appropriately identified for fee collection. Notify DOL of any changes to initiate computer-programming updates for proper fee collection.

8. RESPONSIBILITIES OF DOL

DOL shall:

- a. Not impose the fee for vehicles as defined by law as "Not Subject" to the fee by statute and are listed in Attachment D, *Vehicles Not Subject to Fee*.
- b. Use data from the DOL File as the primary source for identification when assessing the fee for a vehicle registered within a TBD area. If the Location Code is one of the TBD areas, then DOL will apply the charge to the vehicle record. If a match cannot be found within the data from the DOL File, then the customer will not be billed the fee. DOL will not use any other data source to determine TBD fee liability.
- c. Administer and collect the appropriate annual vehicle fees of up to \$20.00 per vehicle, at the time of registration renewal, pursuant to RCW 82.80.140.
- d. Not be responsible for the issuance of any refunds or shortages of the fee collected on behalf of TBD for boundary disputes when a customer claims they do not live in a TBD's area.
- e. Not be responsible or liable for any incorrect or omitted notices sent because TBD provided information to DOL in error.
- f. Not make corrections or issue replacement paper or electronic renewal notices. Not be obligated to recover actual or perceived revenue loss of the fee due to errors from data provided to DOL for boundary discrepancies.
- g. Not be responsible for inquiries and/or disputes of customers regarding the fees imposed by the TBD, except to direct the customer to the contact information provided to DOL by the TBD.
- h. Provide customers with information on the DOL webpage, which includes contact information for TBD.
- i. Provide vehicle licensing office and DOL staff with information to explain the TBD fee, which includes a list of TBD contact information.
- j. Not be responsible for the timeliness of the State Treasurer's monthly distribution of funds.

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COUNCIL AGENDA ITEM

Meeting Date: April 18, 2016

Subject: WWRP Grant Application

Prepared By: Menglou Wang, PW Director

Approved By: Tony Guzman, Mayor pro tem

SUMMARY:

The City Council has adopted the 2016-2021 Parks and Recreation Comprehensive Plan (Parks Comp Plan). The Parks Comp Plan has identified some capital improvement projects for the parks.

The Washington Wildlife and Recreation Program (WWRP) is offering grant opportunities suitable for our park improvement projects. The City will request grants for a park restroom to replace the existing restroom near the baseball fields, 2 basketball courts in Lions Park, and a picnic shelter in the Sports Park.

Yakima Valley Conference of Governments (YVCOG) will assist the City with the grant application at a cost not to exceed \$1,200.

ALTERNATIVES:

- Require further information from staff
- Apply for grant for different projects

FISCAL IMPACTS:

The City is required to provide 50% local match. In-kind labor is also counted as local match.

RECOMMENDATION AND MOTION:

Council is asked to approve the grant application to be prepared and submitted by the City.

RESOLUTION NO 2016-13

A RESOLUTION THAT AUTHORIZES SUBMITTING AN APPLICATION FOR FUNDING ASSISTANCE FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM (WWRP) PROJECT TO THE RECREATION AND CONSERVATION OFFICE FUNDING BOARD AS PROVIDED IN RCW 79A.15 AND 79A.250, WAC 286, AND OTHER APPLICABLE AUTHORITIES.

WHEREAS, the City of Wapato approved the 2016-2021 Parks and Recreation Comprehensive Plan on March 7, 2016, which includes this project; and,

WHEREAS, under provisions of the WWRP program, state grant assistance is requested to aid in financing the cost of Wapato Park Facilities Improvements; and,

WHEREAS, the City of Wapato considers it in the best public interest to complete the project described in the application.

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

1. The Mayor Pro-Tem, Tony Guzmán, is authorized to make formal application to the Recreation and Conservation Funding Board for grant assistance.
2. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's web site at: <http://www.rco.wa.gov/documents/manuals&forms/SampleProjAgreement.pdf> and authorizes Mayor Pro-Tem, Tony Guzmán to enter into such a project agreement, if funding is awarded. We understand and acknowledge that the project agreement will contain the indemnification (applicable to any sponsor) and waiver of sovereign immunity (applicable to Tribes) and other terms and conditions that are contained in the sample project agreement. The sample project agreement may be revised periodically by the Recreation and Conservation Office. Our organization recognizes that such changes might occur prior to our authorized representative signing the actual project agreement, and we accept the responsibility and the presumption that our authorized representative shall have conferred with us as to any such changes before he/she executes the project agreement on behalf of our organization and so executes with our authorization.
3. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project referenced above.
4. Our organization expects our matching share of project funding will be derived from City Funds, Donated Cash, and Donated Labor and Materials, and that pursuant to WAC 286-13-040 we must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash commitments to this project should they not materialize.

5. We acknowledge that if the Recreation and Conservation Funding Board approves grant assistance for the project, the Recreation and Conservation Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Recreation and Conservation Office after we incur eligible and allowable costs and pay them. The Recreation and Conservation Office may also determine an amount of retainage and hold that amount until the project is complete.
6. We acknowledge that any property owned by our organization that is developed, renovated or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity after the project is complete unless otherwise provided and agreed to by our organization and the Recreation and Conservation Funding Board in the project agreement or an amendment thereto.
7. This application authorization becomes part of a formal application to the Recreation and Conservation Funding Board for grant assistance.
8. We provided appropriate opportunity for public comment on this application.

We certify that this application authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that the person signing as authorized representative is duly authorized to do so.

PASSED AND APPROVED this ___ day of ____, 2016.

Tony Guzmán, Mayor Pro tempore

ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer

APPROVED AS TO FORM:

Kellen Holgate, City Attorney

1st Touch Date: _____

2nd Touch Date: _____



COUNCIL AGENDA ITEM

Meeting Date: April 18, 2016
Subject: Resolution 2016-14 SIED Yakima County Agreement Amendment
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmán, Mayor pro tempore

SUMMARY:

The original agreement was approved by the City Council on February 16, 2016. A few weeks ago, I received a call from the County asking how the City would like to fix a very small issue. The issue is when the original contract was put together a year ago, the final loan payment year was set for 2029. This will give the City 14 payments instead of the 15 mentioned in the agreement. This amendment is to change the year of the last payment from 2029 to 2030 to accommodate the full 15 loan payments.

ALTERNATIVES:

There are no other alternatives.

FISCAL IMPACTS:

This would clean up the payment schedule and allow us to have the full 15 years to collect from Valicoff and may appropriate payments.

RECOMMENDATION AND MOTION:

I recommend approval of Resolution 2016-14 at tonight's meeting. The motion would be to:

"Motion to approve Resolution 2016-14 an amendment to the SIED contract with Yakima County as presented."

RESOLUTION NO. 2016-14

A RESOLUTION OF THE CITY OF WAPATO, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE AGREEMENT WITH YAKIMA COUNTY FOR SIED GRANT/LOAN FOR NORTH WASCO AVENUE/SICTUM AVENUE STREET IMPROVEMENT PROJECT

WHEREAS, the City of Wapato has submitted a grant application to the Yakima County Development Association (New Vision) who works with Yakima County to award the SIED Grant funds in Yakima County; and,

WHEREAS, the SIED grant/loan was awarded to the City of Wapato to improve North Wasco Avenue and North Sicum Avenue to facilitate new economic growth; and,

WHEREAS, the City of Wapato has a partnership with Valicoff Fruit to complete the project; and

WHEREAS, the City of Wapato understands that the final interest rate will be set the day the County Commissioners sign the agreement and that the first payment for the loan is due June 1, 2016; and

WHEREAS, the Mayor signed the contract on February 16, 2016; and

WHEREAS, there is a need to amend the date of the final loan payment from June 1, 2019 to June 1, 2030; and

WHEREAS, the City Council for the City of Wapato finds that it is in the best interests of the residents of the City to improve North Wasco Avenue and Sicum Avenue;

Now, therefore, **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, AS FOLLOWS:**

1. The City Council authorizes the Mayor to sign the amendment to the agreement with Yakima County for the SIED grant/loan. A copy of the Agreement is attached hereto for reference as Exhibit "1".
2. That this resolution shall be in full force and effect upon passage and signature.

PASSED AND APPROVED this ___ day of ___, 2016.

Tony Guzmán, Mayor Pro tempore

**SIED CONTRACT YC-WA-15
Amendment #1**

**YAKIMA COUNTY
and
CITY OF WAPATO
(North Wasco Ave and Sitcum Ave Improvements)**

WHEREAS, the City of Wapato and Yakima County entered into a Supporting Investment in Economic Diversification (SIED) agreement to YC-WA-15 to make improvements to North Wasco Ave and Sitcum Avenue in 2016; and,

WHEREAS, Section 5.C. Mutual Consideration of SIED agreement YC-WA-15 states the final payment of the loan will take place on June 1, 2029, where the date should be June 1, 2030, to meet a 15 fifteen annual installment payments; now, therefore the parties mutually agree as follows;

1. Section 5.C. in agreement YC-WA-15 is hereby amended to and replaced with the following:

C. Repayment of principal and interest shall be made in fifteen annual installments. The first payment shall be due on June 1, 2016, and annual payments thereafter shall be due on June 1 of each year with the final payment nevertheless due on June 1, 2030; Provided however, that the final installment may be in such greater or lesser amount as shall be required for full amortization of the repayment amount.

Payment shall be by check payable to Yakima County Infrastructure Fund and delivered to Yakima County Treasurer, Yakima County Courthouse, Room 115, 128 North 2nd Street, Yakima, WA 98901. The City obligation hereunder shall be a limited general obligation of the City, payable from any legally available source of funds. Exhibit A attached hereto and incorporated herein reflects the Debt Service Schedule as noted.

In the event of payment by the City of any one or more installments, or of the entire loan balance, before the date prescribed in Exhibit A, interest shall accrue on such installment(s) or balance until, but not beyond, the June 1 next succeeding the date of such payment(s). If more than one installment is paid during any repayment year, then the repayment period recited above shall be correspondingly shortened and the scheduled of payments reflected in Exhibit A shall be correspondingly advanced.

2. All other previously agreed terms and contract language contained in SIED agreement YC-WA-15 shall remain in full effect and unchanged.

* * * * *

IN WITNESS WHEREOF, the County and the City have executed this Contract Amendment as of the date and year last written below.

CITY OF WAPATO

BOARD OF COUNTY COMMISSIONERS

Tony Guzman, Mayor Pro-Tem

Michael D. Leita, Chairman

Approved as to Form:

Kevin J. Bouchey, Commissioner

Kellen Holgate, City Attorney

J. Rand Elliott, Commissioner

Approved as to Form:

Attest:

Dan Clark, Deputy Prosecuting Attorney

Sue Pearson, City Clerk

CONTRACT AUTHORIZATION

Attest:

Date

Tiera L. Girard, Clerk of the Board

Date



COUNCIL AGENDA ITEM

Meeting Date: 18 April 2015

Subject: Resolution 2016-15

Prepared By: Rick Needham, Chief of Police

Approved By: Tony Guzmàn, Mayor *pro tempore*

SUMMARY:

The Washington State Legislature enacted legislation that provided an opportunity for The Confederated Tribes and Bands of the Yakama Nation (the "Tribes") to seek partial retrocession with regard to Public Law 280 within the Yakama Reservation. The City of Wapato is entirely within the exterior boundaries of the Yakama Reservation. The Tribes submitted Tribal Council Resolution T-117-12 to the Washington State Governor requesting partial retrocession of Public Law 280 jurisdiction. The Washington State Governor issued Proclamation 14-01 granting the Tribes' request in part and the United States Department of the Interior accepted the Governor's offer of partial retrocession, and the partial retrocession of civil and criminal jurisdiction for the Tribes was then accomplished. The overriding purpose of this Cooperative Agreement is to continue to provide law enforcement services for criminal offenses. The Indian Law Enforcement Reform Act, 25 U.S.C., §§ 2801 to -2804, provides the Secretary of the Interior with authority to enter into and approve such cooperative law enforcement agreements. The parties to this Agreement desire to provide the most efficient law enforcement and police protection to the residents of State of Washington, including the residents of the Yakama Reservation, and the parties wish to establish a mechanism whereby citation and arrest authority of the Bureau of Indian Affairs over Indians on the reservation is extended to commissioned law enforcement officials of the Wapato Police Department. This commission provides certain Federal protections as it relates to liability to Officers of the Wapato Police Department while exercising the authority granted by the commissions. Entering into this agreement is essential so that the Officers of the Wapato Police Department can continue to perform their duties as they relate to offenses after the retrocession of P.L. 280 on 19 April 2016.

ALTERNATIVES:

The City does not have to enter into this agreement. Failure to do so will constrict the ability of Wapato police officers from performing their duties in all cases involving an enrolled Indian. Moreover, the liability risk will increase as will the likelihood of assaults upon officers.

FISCAL IMPACTS:

None.

RECOMMENDATION AND MOTION:

I recommend approval of Resolution 2016-15. The motion would be:

"Motion to approve Resolution 2016-15 agreement with the Bureau of Indian Affairs and the City of Wapato in issuing of Special Law Enforcement Commissions to General Authority Wapato Police Department Officers and the agreement the officers will operate in the manner agreed to in the attached agreement and the memorandum of agreements that are generated and amended in relation to the retrocession of P.L. 280 and the Yakama Nation."

RESOLUTION NO. 2016-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, APPROVING THE COOPERATIVE AGREEMENT PROVIDING FOR SPECIAL LAW ENFORCEMENT COMMISSIONS OF LAW ENFORCEMENT OFFICERS OF THE WAPATO POLICE DEPARTMENT, BETWEEN THE CITY OF WAPATO AND THE SECRETARY OF THE DEPARTMENT OF THE INTERIOR OF THE UNITED STATES AND THE UNITED STATES

WHEREAS, the Washington State Governor issued Proclamation 14 01 granting The Confederated Tribes and Bands of the Yakama Nation (the "Tribes") partial retrocession with regard to Public Law 280 jurisdiction within the boundaries the Yakama Reservation; and

WHEREAS, the United States Department of the Interior accepted the Governor's offer of partial retrocession, and the partial retrocession of civil and criminal jurisdiction for the Tribes was then accomplished; and

WHEREAS, the Secretary of the Department of the Interior of the United States, the United States, and the City of Wapato intend to establish a mechanism whereby citation and arrest authority of the Bureau of Indian Affairs over Indians on the reservation is extended to commissioned law enforcement officials of the Wapato Police Department by way of Special Law Enforcement Commissions issued by the Bureau of Indian Affairs; 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 enter into the Cooperative Agreement Providing for Special Law Enforcement Commissions of Law Enforcement Officers of the Wapato Police Department.

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

1. The City Council authorizes the City of Wapato Chief of Police to sign the Cooperative Agreement Providing for Special Law Enforcement Commissions of Law Enforcement Officers of the Wapato Police Department. A copy of the Agreement is attached hereto for reference as Exhibit "1".
2. That this resolution shall be in full force and effect upon passage and signature, and after the Agreement between the City of Wapato, and Secretary of the Department of the Interior of the United States and the United States becomes effective.

PASSED AND APPROVED this ___ day of ___, 2016.

Tony Guzmán, Mayor Pro tempore

**COOPERATIVE AGREEMENT PROVIDING FOR SPECIAL LAW
ENFORCEMENT COMMISSIONS OF LAW ENFORCEMENT
OFFICERS OF THE WAPATO POLICE DEPARTMENT**

This Agreement is made by and between the City of Wapato by and through the Wapato Police Department, and the Secretary of the Department of the Interior of the United States and the United States.

WHEREAS, the Washington State Legislature enacted legislation that provided an opportunity for The Confederated Tribes and Bands of the Yakama Nation (the "Tribes") to seek partial retrocession with regard to Public Law 280 jurisdiction within the Yakama Reservation; and

WHEREAS, the Tribes submitted Tribal Council Resolution T 117 12 to the Washington State Governor requesting partial retrocession of Public Law 280 jurisdiction; and

WHEREAS, the Washington State Governor issued Proclamation 14 01 granting the Tribes' request in part; and

WHEREAS, the United States Department of the Interior accepted the Governor's offer of partial retrocession, and the partial retrocession of civil and criminal jurisdiction for the Tribes was then accomplished; and

WHEREAS, the overriding purpose of this Cooperative Agreement is to continue to provide comprehensive law enforcement services for criminal offenses; and

WHEREAS, the Wapato Chief of Police is authorized by resolution of the Wapato City Council, chapter 39.34 RCW, and chapter 10.93 RCW to enter into cooperative agreements with the United States Government for cooperative law enforcement agreements, and each has authorized the signatories below to commit their respective jurisdictions to this agreement, and

WHEREAS, the Indian Law Enforcement Reform Act, 25 U.S.C., §§ 2801 to 2804, provides the Secretary of the Interior with authority to enter into and approve such cooperative law enforcement agreements, and

WHEREAS, the parties to this Agreement desire to provide the most efficient law enforcement and police protection to the residents of State of Washington, including the residents of the Yakama Reservation, cities, and counties involved, and

WHEREAS, the parties wish to establish a mechanism whereby citation and arrest authority of the Bureau of Indian Affairs over Indians on the reservation is extended to commissioned law enforcement officials of the Wapato Police Department.

Now, **THEREFORE**, the parties agree to enter into this Agreement for the purpose of enhancing law enforcement services to all residents of the Reservation, cities, and counties involved, and of making the best use of scarce rural law enforcement services for the benefit of all residents.

I. DEFINITIONS

1. "BIA" means the United States Department of the Interior, Bureau of Indian Affairs.
2. "Commissioned Law Enforcement Officer" means any officer of the Wapato Police Department who has been commissioned as a general authority Washington peace officer.
3. "Reservation" means the Yakama Reservation as established in the Yakama Treaty of June 9, 1855 (12 Stat. 951), and in other federal law.
4. "The Tribes" means the Confederated Tribes and Bands of the Yakama Nation.
5. "Party" or "Parties" means the signatories to this agreement.

II. PURPOSE

1. The parties, having conferred together on a government-to-government basis, agree that pursuant to the terms of this Agreement, certain commissioned law enforcement officers of the Wapato Police Department will be appointed as commissioned federal law enforcement officers of the BIA and, further, that they will establish herein a procedure for continued recurrent commissioning of new officers.
2. It is the parties' intent that this Agreement establish a long term working relationship between the parties to encourage and promote cooperative law enforcement among the jurisdictions and enhance the delivery of effective law enforcement services to the residents of the Yakama Nation Reservation and the city of Wapato. This Agreement is entered into in furtherance of the purposes of the Washington State Interlocal Cooperation Act, chapter 39.34 RCW, the Washington Mutual Aid Peace Officers Powers Act, chapter 10.93 RCW, and the Indian Law Enforcement Reform Act. Nothing herein alters or conveys any judicial jurisdiction, including the authority to issue warrants for arrest or search and seizure, or to issue service of process.

III. NEGATIVE DECLARATION

1. This Agreement does not reflect, in this or any context, any party's position with respect to the jurisdictional authority of another. Nothing in this Agreement, or in any conduct undertaken pursuant to this Agreement, shall be construed as enlarging or diminishing the jurisdictional authority of either party except to the extent necessary to implement and effectuate the terms of this Agreement. Nothing herein affects any extant statutory provisions regarding the sovereign immunity of the parties. Neither this Agreement nor the activities of the parties pursuant to this Agreement shall be used to affect the legal or equitable position of any party in any pending or future litigation.

2. Nothing in this Agreement, or in any future amendments, shall be interpreted either expressly or impliedly, as constituting a waiver of sovereign immunity of the State of Washington.

3. Nothing in this Agreement shall be read as waiving or limiting any defenses to claims of liability otherwise available to law enforcement officers.

IV. COMMISSIONS

1. General authority Washington peace officers employed by the Wapato Police Department are hereby authorized to apply for a Special Law Enforcement Commission (SLEC) from the BIA, and the BIA is hereby authorized to approve said application for SLEC pursuant to applicable rules and regulations.

V. TERRITORIAL LIMITATION

1. The authority conferred by this Agreement and the processes outlined herein shall be exercised only within the exterior boundaries of the Yakama Reservation.

VI. STATUS OF COMMISSIONED LAW ENFORCEMENT OFFICERS

1. Identification.

A. The BIA shall issue identification cards, and may issue insignia to Wapato Police Officers commissioned pursuant to this Agreement. All commissioned law enforcement officers must wear their insignia, if issued, and carry the identification cards with them at all times while acting under the authority of the commissioning agency. The identification cards must bear signatures or other insignia to identify each of the commissioning agencies for which the commissioned law enforcement officer is authorized to act. Commissioned law enforcement officers must immediately display these identification cards to individuals upon request. The identification cards must include the following identification data: name and recent photograph of the holder of the commission; the date of birth; height; weight; and eye and hair color. The holder of the commission and the authorized representative (s) of the commissioning agency must sign all identification cards.

2. Compensation, expenses and employment relationship.

A. The Chief of Police and city of Wapato shall remain solely responsible for the ordinary and extraordinary expenses of its officers while the officers are performing functions as commissioned law enforcement officers on behalf of commissioning agencies. Wapato Police officers granted a SLEC are not employees of the BIA and at all times these Wapato Police officers will be acting as employees of the State of

Washington and city of Wapato, subject solely to Wapato Police Department's personnel regulations, policies, and procedures. All Wapato Police officers acting under the authority granted pursuant to a SLEC will remain subject to the Wapato Police Department's regulations and policies, and will remain subject to the Wapato Chief of Police's control and direction.

B. This agreement does not affect the internal chains of command of the parties. No independent contractor relationship or employment relationship is formed as a result of this Agreement between commissioned law enforcement officers and commissioning agencies. However, all such commissioned law enforcement officers shall be treated as federal employees, solely for the purposes of the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, and the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-80, when performing duties under their SLEC commissions.

3. Liability and insurance.

A. The BIA agrees that all commissioned law enforcement officers under this Agreement shall be treated as federal employees, solely for the purposes of the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-80, and other applicable federal laws, when performing duties under their commissions. Each party shall remain solely responsible for the ordinary expenses of its employees and its property, including insurance, throughout the term of this Agreement.

B. Except as provided by the Indian Law Enforcement Reform Act, 25 U.S.C. § 2804, and the Federal Tort Claims Act, 28 U.S.C. §§ 2401, 2671-80, nothing in this Agreement is intended to alter the parties' insurance obligations toward their employees or others.

VII. TERMINATION OF COMMISSION

1. Automatic termination of commission.

A. Each party to this Agreement shall promptly notify in writing the Wapato Chief of Police and the BIA Special Agent in Charge, in the event that any of its officers serving as a commissioned law enforcement officer is terminated or resigns from official duties. A Wapato Police officer whose SLEC commission is revoked or suspended must immediately return his or her identification card and any other official insignia to the commissioning agency.

B. All terminated or resigned officers shall automatically and immediately be relieved, without further action, of any grant of authority under this agreement.

C. Should any person be subsequently reinstated to the official duties in the jurisdiction from which the person was terminated or had resigned, such person shall not be automatically reinstated as a commissioned law enforcement officer under this Agreement. Instead, such person must seek a new commission under the procedures and standards set forth in this Agreement.

2. Permissive termination of commissions.

A. The BIA has the authority with good cause to revoke, suspend or place conditions on any commission issued under this Agreement. The BIA may temporarily suspend or place conditions on the commission of any officer, provided, however, that 30 days prior to any final revocation of a commission, the BIA shall provide written notice of the revocation, and the specific reasons therefore, to the Wapato Police officer and to the Chief of Police. The Wapato Police officer and the Chief of Police shall have a reasonable opportunity to respond to the notice of revocation or condition within 20 days of receipt of the notice and the BIA shall not render a final decision until the response(s) are given due consideration. However, the decision of the BIA shall be final. A Wapato Police officer whose SLEC commission is revoked or suspended must immediately return his or her identification card to the commissioning agency.

B. All Wapato Police Officers must fully comply with the enforcement policies and regulations of the Wapato Police Department when exercising authority under their SLEC commissions.

VIII. AMENDMENT

1. This Agreement may not be altered, changed, or amended, except by written instrument executed by both parties and attached hereto. Should any party hereto terminate its participation, it shall do so by notice as provided herein.

IX. EFFECTIVE DATE AND TERM

1. This Agreement shall become effective upon execution by the parties and upon resolution approving the Agreement by the Wapato City Council pursuant to 39.34.030(2) RCW. Each officer must be commissioned by compliance with this Agreement and any applicable BIA rules and regulations. Upon approval, each officer may exercise authority granted by this Agreement upon the issuance of the identification card or other insignia by the commissioning agency. The term of each commission shall continue from year to year, unless altered or terminated as outlined in this Agreement.

2. Unless terminated as provided herein, this Agreement shall continue from year to year. Any party shall have the right, however, to terminate this Agreement and all commissions issued hereunder, with or without cause, upon written 30 days' notice to the other parties.

3. Upon execution by all parties and resolution of approval by the City of Wapato, the Wapato's Chief of Police shall file this Agreement with the appropriate officials in accordance with the Washington State Interlocal Cooperation Act, chapter 39.34.040 RCW.

X. LIAISONS

1. All parties agree timely to notify the others of the successors to the individuals listed as liaisons herein, and to replace the following names in accordance with such notification:

Notices sent to the Wapato Police Department shall be sent to:

Chief of Police
205 S. Simcoe Ave.
Wapato, WA 98951

Communications to the BIA shall be sent to:

Special Agent in Charge
Richard "G" Melville
P.O. Box 6147
Vancouver, WA 98666

The parties evidence their agreement hereto by affixing their signatures below.

DATED _____ day of April, 2016.

DATED this _____ day of April, 2016

Tony Guzman, Mayor *pro tempore*
City of Wapato, Washington

Richard Melville, SAC
Bureau of Indian Affairs

ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer



COUNCIL AGENDA ITEM

Meeting Date: April 18, 2016
Subject: TIB Grant Agreement
Prepared By: Menglou Wang, PW Director
Approved By: Tony Guzman, Mayor pro tem

SUMMARY:

The City submitted a grant application to the Transportation Improvement Board (TIB) in March 2016 to request funding to upgrade the city-owned street lights with LED lighting. Most of the fifty five (55) city-owned street lights are located in the downtown business area on West 1st Street, S. Wapato Avenue, Donald Road, 2nd Street, and 3rd Street.

TIB will provide a grant of \$6,297 and Pacific Power will give the City an energy saving incentive of \$8,147. The total cost to convert the 55 street lights to LED lighting is \$14,444 (\$11,944 material and \$2,500 labor). The job will be done by the City's certified electrician with other staff support. TIB will reimburse the labor cost of up to \$2,500 to the City.

LED street lights are brighter and have longer life (more than 10 years) than the high pressure sodium street lights. This project will improve traffic safety at night, save about 70% of energy, and reduce street light maintenance cost.

ALTERNATIVES:

There is no alternative. TIB requires that the Mayor sign the Agreement in order to move the project forward.

FISCAL IMPACTS:

There is no cost to the City. TIB will reimburse the labor cost to the City. The City will benefit from long term energy saving.

RECOMMENDATION AND MOTION:

Council is asked to make it an action item today if possible.

RESOLUTION NO. 2016-16

**A RESOLUTION OF THE CITY OF WAPATO, WASHINGTON, AUTHORIZING
THE MAYOR TO SIGN THE GRANT AGREEMENT WITH STATE OF
WASHINGTON TRANSPORTATION IMPROVEMENT BOARD FOR
THE CONVERSION OF STANDARD STREETLIGHTS TO LED LIGHTING**

WHEREAS, the City of Wapato is eligible to receive a Relight Washington Grant for the conversion of standard street lights to LED lighting, and has submitted a grant application to the State of Washington Transportation Improvement Board (TIB) for the project; and,

WHEREAS, the TIB grant has been awarded to the City of Wapato to upgrade the city-owned street lights to LED fixtures; and,

WHEREAS, the City Council for the City of Wapato finds that it is in the best interests of the residents of the City to accept and sign the grant agreement to have brighter streetlights, to improve traffic safety at night, and to reduce streetlight maintenance costs;

Now, therefore,

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

1. The City Council authorizes the Mayor pro tem to sign the grant agreement with TIB to convert the streetlights to LED lighting within the City of Wapato. A copy of the Agreement is attached hereto for reference as Exhibit "1".
2. That this resolution shall be in full force and effect upon passage and signature.

PASSED AND APPROVED this ___ day of ____, 2016.

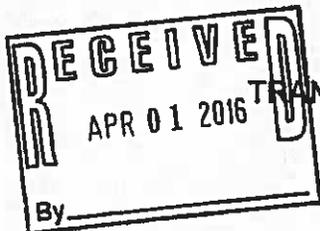
Tony Guzmán, Mayor Pro tempore

ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer



City of Wapato
S-E-946(001)-1
LED Streetlight Conversion



STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Wapato
GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into between the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD ("TIB") and the City of Wapato, a Washington state municipal corporation ("RECIPIENT").

WHEREAS, the TIB has developed a grant program, Relight Washington, to provide for the conversion of standard streetlights to LED lighting ("Project") for eligible cities and towns to reduce municipal electrical costs, and

WHEREAS, the above-identified city/town is eligible to receive a Project grant and attests that it has the legal authority to receive such grant and to perform the Project pursuant to the terms of this grant,

NOW, THEREFORE, pursuant to chapter 47.26 RCW and chapter 479 WAC, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and performances contained herein, and the attached Exhibits, if any, which are made a part hereof,

IT IS MUTUALLY AGREED AS FOLLOWS:

1. GRANT

TIB agrees to grant funds in the amount of Six Thousand Two Hundred Ninty Seven AND NO/100 dollars (\$6,297) for the Project pursuant to terms contained herein, and the RECIPIENT agrees to accept such grant funds and agrees to perform and be subject to the terms and conditions of this Agreement.

2. USE OF TIB GRANT FUNDS

TIB grant funds may come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than for highway or street Project improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9.

3. PROJECT AND BUDGET

The Project shall provide for the conversion of identified streetlights within RECIPIENT's city limits. The RECIPIENT agrees to enter into an agreement with or otherwise provide for a service provider to perform the actual conversion work. The RECIPIENT further agrees that it shall be solely responsible for and shall pay its service provider's invoices for costs of the work. The Project and Budget may be amended by the Parties, pursuant to Section 6.



4. PROJECT DOCUMENTATION

The RECIPIENT agrees to and shall make reasonable progress and submit timely Project documentation, as applicable, throughout the term of this Agreement and Project.

Required documents include, but are not limited to the following:

- a) Documentation to support all costs expended for the Project.
- b) Project Closeout Form.

5. BILLING AND PAYMENT

The RECIPIENT may submit progress payment requests to the TIB as necessary. If billable amounts are greater than \$50,000, RECIPIENT shall submit requests for payments on a quarterly basis. If progress payments are not regularly requested, reimbursements may be delayed or scheduled in a to be determined payment plan.

6. RECORDS MAINTENANCE

6.1 The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the Project work described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no cost to TIB, these records shall be provided when requested, including materials generated under the Agreement, and shall be subject at all reasonable times to inspection, review or audit by TIB personnel, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

7. INCREASE OR DECREASE IN TIB GRANT FUNDS

RECIPIENT may request an increase in the TIB grant funds for the Project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. An increase in grant funds shall be by amendment pursuant to Section 14. If an increase is denied, the recipient shall be solely liable for costs incurred in excess of the Agreement grant amount.

8. TERM OF AGREEMENT

This Agreement shall be effective upon execution by the Parties and shall continue through closeout of the grant amount, or modification thereof, or unless terminated as provided herein. In no event shall the Agreement term exceed two years, unless extended by Agreement amendment pursuant to Section 14.

9. DEFAULT AND TERMINATION



9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) RECIPIENT shall provide a written response within ten (10) business days of receipt of TIB's notice of non-compliance, which shall include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details. An agreement to amend the Project must be pursuant to Section 14.
- c) RECIPIENT shall have thirty (30) days in which to make reasonable progress toward compliance pursuant to its plan to correct or implement an amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold reimbursement payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation, TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project progress payments until the requested corrections have been made or if the Agreement is terminated.

9.3 TERMINATION

- a) In the event of default as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which may be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such actions necessary as may be directed by TIB.
- b) In the event of default and/or termination, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION OR SUSPENSION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate or suspend this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for Project work performed or costs incurred prior to the effective date of termination.



10. DISPUTE RESOLUTION

- a) The Parties shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this Agreement. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this Agreement.
- b) Informal Resolution. The Parties shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the Parties are unable to resolve the dispute, the Parties shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The Parties shall share equally in the cost of the mediator.
- d) Each Party agrees to participate to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The Parties agree that they shall have no right to seek relief in a court of law in accordance with Section 11 until and unless the Dispute Resolution process has been exhausted.

11. GOVERNANCE, VENUE, AND ATTORNEYS FEES

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and venue of any action brought hereunder shall be in the Superior Court for Thurston County. The Parties agree that each Party shall be responsible for its own attorneys' fees and costs.

12. INDEMNIFICATION, HOLD HARMLESS, AND WAIVER

12.1 Each Party, shall protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, a Party's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a Party's own negligence.

12.2 Each Party agrees that its obligations under this section extends to any claim, demand and/or cause of action brought by, or on behalf of, any of its officers, officials, employees or authorized agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW.

12.3 The obligations of this indemnification and waiver Section shall survive termination of this Agreement.

13. ASSIGNMENT



The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

14. AMENDMENTS

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

15. INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

16. ENTIRE AGREEMENT

This Agreement, together with the Exhibits, if any, the provisions of chapter 47.26 RCW, chapter 479 WAC, and TIB Policies, constitute the entire Agreement between the Parties and supersedes all previous written or oral agreements between the Parties.

RECIPIENT

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name

Approved as to Form

By: SIGNATURE ON FILE

ANN E. SALAY
Senior Assistant Attorney General

NOTE: Any changes to the terms of this Agreement shall require further approval of the Office of the Attorney General



COUNCIL AGENDA ITEM

Meeting Date: April 18, 2016
Subject: Consultant Agreement with G&O
Prepared By: Menglou Wang, PW Director
Approved By: Tony Guzman, Mayor pro tem

SUMMARY:

The City's National Pollution Discharge Elimination System (NPDES) permit for the City's Wastewater Treatment Plant will expire on October 31, 2016, and the City must submit to EPA an application for the NPDES permit before May 4, 2016. The City has requested permission to submit the application at a later date, and EPA has extended the deadline of permit application to May 31, 2016.

The City of Wapato needs to contract with an engineer to prepare for the NPDES permit application; and,

ALTERNATIVES:

An alternative is for City staff to prepare for the NPDES permit application in-house. But it will take more time and we do not have the experience to negotiate with EPA. As the third party, G&O will be more successful in negotiating with EPA for less frequent lab testing and save money for the City for a long run.

FISCAL IMPACTS:

The engineering fee for this consultant agreement is \$10,415. G&O will help the City negotiate with EPA for less frequent lab testing and will help the City save operating cost.

RECOMMENDATION AND MOTION:

Council is asked to make it an action item tonight if possible.

RESOLUTION NO. 2016-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, APPROVING A CONSULTANT AGREEMENT FOR THE PREPARATION AND RENEWAL OF THE CITY'S WASTEWATER TREATMENT PLANT NPDES PERMIT WITH GRAY & OSBORNE, INC.

WHEREAS, the U.S. Environmental Protection Agency (EPA) has notified the City of Wapato that the City's National Pollution Discharge Elimination System (NPDES) permit for the City's Wastewater Treatment Plant will expire on October 31, 2016, and the City must submit to EPA an application for the NPDES permit before May 4, 2016; and,

WHEREAS, the City of Wapato has requested permission to submit the application at a later date in order to have sufficient time to prepare for the application, and EPA has extended the deadline of permit application to May 31, 2016; and,

WHEREAS, the City of Wapato desires to contract with an engineer to prepare the NPDES permit application; 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 enter into a contract for the NPDES permit application with G&O;

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 relating to the City of Wapato's NPDES permit renewal. A copy of the agreement is attached hereto for reference as Exhibit "1".

PASSED AND APPROVED this ___ day of ___, 2016.

Tony Guzmán, Mayor Pro tempore

**AMENDMENT NO. 5
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 the preparation and renewal of the City's wastewater treatment facility NPDES permit, with a "not to exceed" budget of \$10,415.00, 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: 4/12/16

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

SCOPE OF WORK

CITY OF WAPATO NPDES PERMIT APPLICATION AND PERMIT REVIEW

This Scope of Work presents the professional engineering services requested by the City of Wapato to prepare an application for the renewal of the City's wastewater treatment facility NPDES permit. Also included in this scope of work is a review of the draft permit once it is issued.

SCOPE OF WORK

Engineering services for the work will consist of the following tasks.

Task 1 – NPDES Permit Renewal Application

This task will consist of completing the NPDES permit renewal application forms including all required data summaries, diagrams and drawings as necessary for a complete application packet.

Task 2 – Draft Permit Review

This task will consist of the review of the City's draft NPDES permit once it is issued by the EPA. Gray & Osborne will provide written comments for submittal to the EPA.

Task 3 – EPA Meetings

This task will consist of meetings or phone conferences with the EPA as necessary to discuss the permit comments. The current budget is for two meetings at the City of Wapato.

Information and Services to be Provided by the City

This information and services will include, but not necessarily be limited to, the following:

- Discharge monitoring reports from the wastewater treatment facility for the last five years. (already obtained)
- Current O&M Manual. (already obtained)
- Copy of existing permit. (already obtained)
- Copy of the current Facility Plan. (already obtained)

BUDGET

The maximum amount payable for the work associated with this Scope of Work is shown in Exhibit "B." This amount shall not be exceeded without prior written authorization of the City of Wapato.

EXHIBIT "B"

ENGINEERING SERVICES SCOPE AND ESTIMATED COST

NPDES Permit Application and Permit Review

Tasks	Principal Hours	Project Engineer Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours
Task 1 - Renewal Application	8	24	16
Task 2 - Draft Permit Review	8	24	
Task 3 - EPA Meetings	4	4	
Hour Estimate:	20	52	16
Fully Burdened Billing Rate Range:*	\$112 to \$176	\$110 to \$142	\$45 to \$90
Estimated Fully Burdened Billing Rate:*	\$135	\$120	\$90
Fully Burdened Labor Cost:	\$2,700	\$6,240	\$1,440

Total Fully Burdened Labor Cost: \$ 10,380

Direct Non-Salary Cost:

Mileage & Expenses (Mileage @ current IRS rate) \$ 35

TOTAL ESTIMATED COST: \$ 10,415

* 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.