

Wapato Council Chambers
205 E Third Street



Monday, June 20, 2016
6:00 pm

**WORK SESSION COUNCIL MEETING
COUNCIL AGENDA**

1. Nuisance Ordinance
2. Agenda Items Discussion
- 3.
- 4.

Councilmembers: Please read or bring with you MRSC's Nuisance Regulations for Washington Cities and Counties in your Councilmember Handbook. If you do not have it, please stop by to pick one up or go on-line to [www. http://mrsc.org/getmedia/F487787A-3C3F-4D48-8E9A-3DD8C3BFB6C2/nuisance.aspx](http://mrsc.org/getmedia/F487787A-3C3F-4D48-8E9A-3DD8C3BFB6C2/nuisance.aspx).

Chapter 8.26 CHRONIC NUISANCE PROPERTIES

Sections:

- 8.26.010 Scope and purpose.
- 8.26.020 Definitions.
- 8.26.030 Violation.
- 8.26.040 Process.
- 8.26.046 Administrative review.
- 8.26.050 Judicial action.
- 8.26.060 Additional relief.
- 8.26.070 Summary closure.
- 8.26.080 Collection of judgments.
- 8.26.090 Successive owners liable.
- 8.26.100 Chronic nuisance does not become legal by prescription.
- 8.26.105 Provisions of Wapato Municipal Code not superseded.
- 8.26.110 Severability.

8.26.010 Scope and purpose.

A. Chronic nuisance properties present serious health, safety and welfare concerns, where the persons responsible for such properties have failed to take corrective action to abate the nuisance condition or conditions. Chronic nuisance properties have a significant negative impact upon the quality of life, health and safety of the neighborhoods wherein they are located. This chapter is enacted to remedy nuisance activities that are particularly destructive to residents' quality of life, health and safety, and repeatedly occur or exist at properties, by providing a process for abatement of the chronic nuisance activities. The remedies outlined herein are not exclusive.

B. Chronic nuisance properties also have a significant financial impact on the city due to repeated calls for service to the properties due to the nuisance activities repeatedly occurring on such properties. This chapter is intended to ameliorate those conditions and hold accountable those persons responsible for the properties.

C. The purpose of this chapter is to protect the health, safety, and welfare of the residents and visitors of the city as well as the general public. (Ord. 1277 §1(part), 2013; Ord. 1231 §1(part), 2010)

8.26.020 Definitions.

For purposes of this chapter, the following words or phrases shall have the meanings prescribed below:

A. "Abate" means to repair, replace, remove, destroy, or otherwise remedy a condition which constitutes a violation of this chapter by such means and in such a manner and to such an extent as the applicable city department director or designee(s) determines is necessary in the interest of the general health, safety and welfare of the community.

B. "Chronic inebriant activity" for purposes of this chapter only means activity involving chronically intoxicated persons, persons being drunk in public, littering, urinating and defecating in public, and other activities and crimes associated with chronic intoxication.

C. "Control" means the ability to regulate, restrain, dominate, counteract or govern property, or conduct that occurs on the property.

D. "Chronic nuisance property" means property where the property owner omits to perform a duty or permits an action or condition to occur or exist which intrudes on the ability of neighbors or citizens to use or enjoy their properties or public property adjacent to where the nuisance occurs, creates an unreasonable financial burden on the city due to nuisance activity on the property, and includes, but is not limited to, a property on which any combination of six or more nuisance activities exists during any thirty-day period, or ten or more nuisance activities during any sixty-day period.

E. "Drug-related activity" means any unlawful activity at a property which consists of the manufacture, delivery, sale, storage, possession, or giving away of any controlled substance as defined by Chapter 69.50 RCW et seq., legend drug as defined in Chapter 69.41 RCW et seq., or imitation controlled substances as defined in Chapter 69.52 RCW et seq.

F. "Landlord" means the owner, lessor, or sublessor of a dwelling unit or the property of which it is a part, and, in addition, means any person designated as a representative of the landlord.

G. "Nuisance activity" means and includes:

1. Any nuisance as defined by state law or local ordinance occurring on a property or directly attributable to a property, including, but not limited to, violations of the following laws and regulations:

- a. Chapters 6.04 and 6.06, animals and prohibited dogs;
- b. Chapter 8.24, Nuisances;
- c. Chapter 8.28, Abandoned and Junked Vehicles;
- d. Title 15, Buildings and Construction; or
- e. Title 17, Zoning.

2. Any criminal conduct as defined by local ordinance occurring on a property or directly attributable to a property, including, but not limited to, the following activities or behaviors:

- a. Chapters 6.04 and 6.06, animals and prohibited dogs;

- b. Chapter 8.32, Noise;
- c. Chapter 8.44, Open Burning;
- d. Disorderly conduct, Section 9.16.010;
- e. Unlawful assembly, Section 9.16.020;
- f. Missiles and rock throwing, Section 9.16.030;
- g. Contributing to the delinquency of a minor, Section 9.24.030;
- h. Discharging firearms, Section 9.28.010;
- i. Open container, Section 9.44.020; or
- j. Any chronic inebriant activity.

3. Any criminal conduct as defined by the following sections of the Revised Code of Washington, as adopted by reference in the WMC:

- a. Chapter 9A.36 RCW et seq., regarding assault;
- b. RCW 26.50.110, Violation of a No Contact Order;
- c. Chapter 9A.46 RCW et seq., regarding harassment;
- d. Chapter 9A.52 RCW et seq., regarding burglary and trespass;
- e. Chapter 9A.48 RCW et seq., regarding arson, reckless burning, and malicious mischief;
- f. Chapter 9A.88 RCW et seq., regarding indecent exposure and prostitution;
- g. Chapter 9.41 RCW et seq., regarding firearms and dangerous weapons;
- h. Violation of any gambling laws or regulations;
- i. Chapter 9.68 RCW et seq., regarding obscenity and prostitution;
- j. Chapter 9.68A RCW et seq. regarding sexual exploitation of children;
- k. Chapter 9A.32 RCW et seq., regarding homicide;
- l. Chapter 9A.38 RCW et seq., regarding kidnapping, unlawful imprisonment and custodial interference;
- m. Chapter 9A.44 RCW et seq., regarding sex offenses;
- n. Drug-related activity as defined herein.

4. For purposes of this chapter, "nuisance activity" shall not include conduct where the person responsible for the nuisance activity is the victim of a crime and had no control over the criminal act of another.

5. Any attempt to commit and/or conspiracy to commit any of the above activities, behaviors or conduct shall also be considered a **nuisance** activity.

H. "Owner" means any person having any interest in the real estate in question as indicated in the records of Yakima County, or who establishes, under this chapter, their ownership interest therein.

I. "Person responsible" or "person in charge" means, unless otherwise defined, any person who has titled ownership of the property or structure which is subject to this chapter; an occupant in control of the property or structure which is subject to this chapter; a developer, builder, or business operator or owner who is developing, building or operating a business on the property or in a structure which is subject to this chapter; and/or any person who has control over the property and allows a violation of this chapter to continue.

J. "Person" means natural person, joint venture, partnership, association, club, company, corporation, business trust, organization, or the manager, lessee, agent, officer or employee of any of them. "Person" also may mean a receiver, or person appointed by a court or judicial officer to take charge of a property during a pending civil action or proceeding, or upon a judgment, decree, or court order, and to manage and/or dispose of a property as the court or judicial officer may direct.

K. "Premises" and "property" may be used by this chapter interchangeably and mean any public or private building, lot, parcel, dwelling, rental unit, town home, residence, real estate or land, or portion thereof, including property used as residential or commercial property. "Property" shall include single-family residences.

L. "Rental unit" means any structure or that part of a structure, including but not limited to single-family home, duplex, town home, room or apartment, which is rented to another and used as a home, residence, or sleeping place by one or more persons. (Ord. 1277 §1(part), 2013; Ord. 1231 §1(part), 2010)

8.26.030 Violation.

A. Any property within the city that is a **chronic nuisance** property is in violation of this chapter and subject to its remedies.

B. Any owner or person in charge of a **chronic nuisance** property shall be in violation of this chapter and subject to its remedies. The person in charge and the owner are jointly liable for any **chronic nuisance**. Both the owner and person in charge are subject to the provisions and remedies of this chapter. Application of this chapter against one party does not preclude application to another party who is an owner or person in charge of a **chronic nuisance** property. (Ord. 1277 §1(part), 2013; Ord. 1231 §1(part), 2010)

8.26.040 Process.

A. The appropriate city department shall confirm the presence of a **chronic nuisance** property. If it is determined that the site is not a **chronic nuisance**, the case will be closed.

B. If it is determined that the site is a **chronic nuisance**, a notice of violation will be sent to the owner of the property and the person in charge of the property. The notice of violation shall contain:

1. The street address or a legal description sufficient for identification of the property;

2. A concise description of the **nuisance** activities that exist or that have occurred on the property;
3. A request that the owner or person in charge respond to the appropriate department within ten calendar days of service of the notice of violation to discuss the **nuisance** activities and create a plan to abate the chronic **nuisance**;
4. An offer to the owner or person in charge of an opportunity to abate the **nuisance** activities giving rise to the violation; and
5. A statement describing that if the owner and/or person in charge fails to develop or comply with a plan of action, the property is subject to abatement and the owner and/or person in charge is responsible for civil penalties up to two hundred fifty dollars per day and that the owner and/or person in charge is responsible for the costs of municipal services after the notice of violation of the chronic **nuisance** property is received.

C. Such notice of violation shall be either (1) personally served or (2) delivered by first class mail and certified mail, return receipt requested, to the person in charge of the property. If the person in charge of the property is not the owner, then a copy shall be served on the owner at the address indicated by the Yakima County assessor in the manner described above.

D. If the owner or person in charge responds, as required by the notice of violation, and agrees to abate the **nuisance** activity, the appropriate department and the person in charge and/or property owner may work out an agreed-upon plan of action which would abate the **nuisance** activity. If the owner and person in charge are different persons or entities, then both the owner and person in charge are required to agree to the plan. If an agreed-upon plan of action does not result in the abatement of the **nuisance** activities or if no agreement concerning abatement is reached, the owner and/or person in charge of the property is subject to civil penalties, suspension or revocation of his or her business license, and any other remedy provided in this chapter.

E. The plan of action may include, but not be limited to, items such as education for the owner or person in charge of the property, physical improvements for crime prevention, security for the property, and other items necessary to abate the chronic **nuisance** property. The plan must include specific time frames in which items will be completed.

F. The monetary penalties for violations of this chapter shall be as follows: first civil penalty: one hundred twenty-five dollars; and second and subsequent civil penalties: two hundred fifty dollars. Civil penalties will continue to accumulate until the plan of action is in place or the **nuisance** conditions are abated. Civil penalties may be imposed when a plan of action is in place if the owner and/or person in charge fails to adhere to the plan of action or if the chronic **nuisance** continues. The city may file a lien for the civil penalties with the Yakima County auditor's office.

G. If an owner or person in charge fails to develop or implement a plan of action or if the chronic **nuisance** continues, his or her business license may be suspended. Civil penalties may continue to accrue during the periods of suspension.

H. Each day that a property or person is not in compliance with the provisions of this chapter is a separate violation of this chapter.

I. The remedies of this chapter are not exclusive and do not affect any other enforcement actions taken by the city under another section of the municipal code or law or enforcement actions taken by a different jurisdiction. (Ord. 1277 §1(part), 2013: Ord. 1231 §1(part), 2010)

8.26.046 Administrative review.

A. General. A person, firm, or corporation to whom a notice of violation for a chronic nuisance or a civil penalty is assessed may request an administrative review of the notice of violation or civil penalty.

B. How to Request an Administrative Review. A person, firm, or corporation may request an administrative review of the notice of violation or for a civil penalty by filing a written request with the city clerk/treasurer within ten calendar days of the notification date of violations or the date the civil penalty is assessed. The city clerk/treasurer shall forward the information to the mayor. The request shall state, in writing, the reasons the director should review the notice of violation or the issuance of the civil penalty. Failure to state the basis for the review, in writing, shall be cause for dismissal of the review. Upon receipt of the request for administrative review, the mayor shall review the information provided.

C. Decision of the Mayor. After considering all of the information provided, the mayor shall, within seven business days of the request for administrative review, determine whether a violation has occurred, and shall affirm, vacate, suspend, or modify the notice of violation for the nuisance(s) or the amount of any monetary penalty assessed. The mayor's decision shall be either (1) personally served or (2) delivered by first class mail and certified mail, return receipt requested, to the appellant, with a copy mailed to the owner at the address indicated by the Yakima County assessor if different than the appellant. (Ord. 1277 §1(part), 2013)

8.26.050 Judicial action.

A. The city attorney may initiate legal action on the chronic nuisance property and seek abatement of the nuisance in Yakima County superior court. If legal action is initiated, the city shall file a formal lis pendens notice.

B. In determining whether a property shall be deemed a chronic nuisance property and subject to the court's jurisdiction, the city shall have the initial burden to prove by a preponderance of the evidence that the property is a chronic nuisance property. The city may submit official police reports and/or other affidavits and evidence outlining the information that led to arrest(s), reports or findings by city officials, or evidence of other chronic nuisance activity occurring or existing at the property. The failure to prosecute an individual, or the fact that no one has been convicted of a crime, is not a defense to a chronic nuisance action.

C. Once the court determines the property to be a chronic nuisance under this chapter, the court may order any relief deemed appropriate to abate the chronic nuisance activity. As part of the relief provided to the city, the court shall assess an emergency response reimbursement in the amount of one hundred dollars per police department and fire department response to the premises.

D. If the court determines the property to be a chronic nuisance property, the court may order the property to be abated by the city or may order the property into a receivership, in accordance with Chapter 7.60 RCW.

E. Once a determination has been made by the court that the chronic nuisance property is subject to abatement, the court may authorize the city to physically abate the property. Costs for such abatement shall be submitted to the court for review. Reasonable costs of abatement shall be assessed against the property owner.

F. If the superior court determines the property to be a chronic nuisance property, and the superior court finds that no abatement is possible which will remedy the chronic nuisance activities on the property, the court shall order the property closed and secured against all unauthorized access, use and occupancy for a period of up to one year, and may impose a civil penalty and costs. Such order shall not alter or affect the requirement of any business or rental unit at the end of the one-year period to obtain the required licenses to operate from the city upon reopening.

G. Once a determination has been made by the superior court that the chronic nuisance property shall be subject to closure, the court may authorize the city to physically secure the premises and initiate such closure. Costs for such closure shall be submitted to the court for review. Any civil penalty and/or costs awarded to the city may be filed with the city clerk/treasurer, who shall cause the same to be filed as a lien on the property with the county auditor and county treasurer.

H. The superior court shall retain jurisdiction during any period of closure or abatement of the property.

I. Wapato municipal court is to have jurisdiction of all civil infractions issued pursuant to this chapter. (Ord. 1277 §1(part), 2013: Ord. 1231 §1(part), 2010)

8.26.060 Additional relief.

The city may seek any legal or equitable relief at any time to mitigate violations referenced in this chapter. The city clerk/treasurer may also suspend or revoke the business license and/or landlord license of the property owner, person in charge, or both. (Ord. 1277 §1(part), 2013: Ord. 1231 §1 (part), 2010)

8.26.070 Summary closure.

Nothing in this chapter prohibits the city from taking any emergency action for the summary closure of such property when it is necessary to avoid an immediate threat to public health or safety. The city may take summary action to close the property without complying with the notification provisions of Section 8.26.040, but shall provide such notice as is reasonable under the circumstances and if necessary under other sections of this code. (Ord. 1277 §1(part), 2013: Ord. 1231 §1(part), 2010)

8.26.080 Collection of judgments.

If the person cited fails to pay any penalty imposed pursuant to this chapter, the penalty costs and costs for municipal services may be referred to a collection agency. The cost to the city for the collection services shall be assessed as costs, at the rate agreed upon between the city and the collection agency, and added to the judgment. Alternatively, the city may pursue collection in any other manner allowed by law including filing a lien against the property for the amounts due and owing to the city. (Ord. 1277 §1(part), 2013: Ord. 1231 §1(part), 2010)

8.26.090 Successive owners liable.

Every successive owner of property, or person in charge, who, having knowledge or constructive knowledge of the chronic nuisance activity, neglects to abate a continuing chronic nuisance upon

or in the use of such property caused by a former owner, is liable therefor in the same manner as the one who first created it. (Ord. 1277 §1(part), 2013: Ord. 1231 §1(part), 2010)

8.26.100 Chronic nuisance does not become legal by prescription.

No lapse of time can legalize a chronic nuisance. (Ord. 1277 §1(part), 2013: Ord. 1231 §1(part), 2010)

8.26.105 Provisions of Wapato Municipal Code not superseded.

Nothing herein limits the abilities of the Wapato police department, Wapato fire department, public works or Wapato code enforcement, or any other agency of the city of Wapato, to enforce all other provisions of the Wapato Municipal Code, local, state or federal laws or regulations. (Ord. 1277 §1(part), 2013: Ord. 1231 §1(part), 2010)

8.26.110 Severability.

If any portion of this chapter, or its application to any person or circumstance, is held invalid, the validity of this chapter as a whole, or any other portion thereof, or the application of the provision to other persons or circumstance is not affected. (Ord. 1277 §1(part), 2013: Ord. 1231 §1(part), 2010)

Mobile Version



**REGULAR COUNCIL MEETING
COUNCIL AGENDA**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE, WELCOME
3. ROLL CALL
4. HONORS/RECOGNITION
5. 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.

6. CONSENT AGENDA

- a. Corrections to Minutes
- b. Approval of Minutes
 1. Regular Council meeting-June 6, 2016 pg 12-15
- c. Approval of Claims and Payroll
 1. Claims Vouchers 6/20/2016 \$485,026.19 check numbers 159794-159903 plus EFT payments pg 16-49
 2. Payroll Vouchers -5/20/2016 \$95,294.73 check numbers 154110-154121 plus direct deposit pg 50
 3. Payroll Vouchers -6/5/2016 \$163,951.07 check numbers 154129-154139, 159701-159711, 159795-159801 plus direct deposit pg 51
 4. Void Check pg 52

7. WWTP- UpgradeProgress Payment-None

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

9. PUBLIC HEARING:

10. UNFINISHED BUSINESS

- a. Resolution 2016-24 Municipal Judicial Building Architect's Agreement-Architect's West Inc. pg 53-61
- b. Resolution 2016-18 Interfund Loan for Municipal Judicial Building Proposal pg 62-63
- c. Resolution 2016-19 Six-Year Transportation Improvement Plan pg 64-79
- d. Liquor License Renewal-El Compadre pg 80-83
- e.

Mayor
Tony Guzmán
Mayor Pro tempore
Frank Jaime
Councilmembers
Rick Foss
Rita Alvarado
Carlos Fernandez
Steve Diaz
Roberto Reyna
Keith Workman
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**

- f.
- 11. NEW BUSINESS**
 - a. Liquor License Renewal pg 84-87
 - 1. American Legion-210 E. 3rd St
 - 2. Wapato Xpress Mart-631 W. 1st St
 - 3. Las Palmas Restaurant & Nightclub-109 S. Wapato Ave
 - b. Resolution 2016-21 Key Bank Signature Card pg 88-90
 - c. Resolution 2016-22 Central Valley Bank-Court Bond Trust Account pg 91-93
 - d. Resolution 2016-23 Central Valley Bank-Inmate Trust Account pg 94-97
 - e. Resolution 2016-25 Interagency Agreement-Amendment with Department of Enterprise Services pg 98-113
 - f.
 - g.
- 12. CORRESPONDENCE**
- 13. DISCUSSION ONLY**
- 14. DEPARTMENT REPORTS**
 - a. Mayor
 - b. Police
 - c. Fire
 - d. Public Works
 - e. Admin/Finance
 - f. Planning Commission
- 15. FOR THE GOOD OF THE ORDER-Discharging of Fireworks**
- 16. EXECUTIVE SESSION**
- 17. ADJOURNMENT**

CITY OF WAPATO
Regular Council Meeting – Council Chambers
Minutes of June 6, 2016

Oath of Office: Keith Workman was sworn into City Council position #7, by CT Pearson.

CALL TO ORDER: Mayor Guzmán called the regular Council meeting of Monday, June 6, 2016 to order at 7:00 pm.

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

ROLL CALL: Those in attendance included Mayor Tony Guzmán, Councilmembers Frank Jaime, Rita Alvarado, Steve Diaz, Carlos Fernandez, Roberto Reyna, and Keith Workman.

ABSENT: Councilmember Foss was excused.

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

CITY STAFF ABSENT: Fire Chief (FC) Santos Valdez was excused.

HONORS/RECOGNITION: None

ADDITIONS OR DELETIONS OR CORRECTIONS TO PROPOSED AGENDA: Motion by Councilmember Alvarado, seconded by Councilmember Jaime, to approve the agenda as presented. Motion carried

ADDITIONS OR DELETIONS OR CORRECTIONS TO MINUTES: Councilmember Alvarado indicated that she and PC Needham were present at the meeting. The minutes will be amended.

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

- a. Corrections to Minutes
- b. Approval of Minutes
 1. Regular Council meeting-May 16, 2016 as amended
 2. Work Session meeting minutes-May 16, 2016-None
- c. Approval of Claims and Payroll
 1. Claims Vouchers 6/06/2016 \$282,587.71 check numbers 154122-159793 plus EFT payments
 2. Payroll Vouchers -5/16/2016 - None- check numbers plus direct deposit

3. Court Bond Trust-April 2016 \$12,355.50
4. Revised Claim Voucher 6/15/15 \$2,207,310.66 check 154809-154814, 154831-1549053753-3820 plus direct deposit

WWTP- None

AUDIENCE PARTICIPATION: None

PUBLIC HEARING: Six-Year Transportation Improvement Plan: Mayor Guzmán recessed the regular business meeting at 7:04 p.m. The Public Hearing began at 7:04 p.m. PWD Wang gave a brief explanation. No other testimony or comments were given. The Public Hearing was recessed at 7:07 p.m. The regular business meeting was reconvened at 7:07 p.m.

UNFINISHED BUSINESS:

Councilmember Jaime gave out a handout to all Councilmembers and read verbatim.

Mayor Pro Tem election: There was discussion. Councilmember Jaime remains as Mayor Pro Tem.

Wapato Judicial Building Proposal-Architects West Inc. PC Needham explained. Motion by Councilmember Jaime, seconded by Councilmember Diaz, to table 10b for the meeting of June 20, 2016 as presented. Motion carried unanimously.

Resolution 2016-18 Interfund Loan for Judicial Building Proposal: CT Pearson explained. Motion by Councilmember Alvarado, seconded by Councilmember Jaime, to table 10c for the meeting of June 20, 2016 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.

Liquor License Renewal El Compadre: PC Needham explained.

Resolution 2016-19 Six Year Transportation Improvement Plan: PWD Wang explained.

Resolution 2016-20 YVCOG Technical Assistance Contract Amendment: CT Pearson explained. Motion by Councilmember Alvarado, seconded by Councilmember Jaime, to make 11c an action item. Motion carried unanimously. Motion by Councilmember Alvarado, seconded by Councilmember Jaime, to approve 11c as presented. Motion carried unanimously

CORRESPONDENCE: None

DISCUSSION: Comp Plan Update-CT Pearson explained.

DEPARTMENT REPORTS:

Mayor's Report:

- Mayor Guzmán stated that he is in discussion with the Yakama Nation in regards to the swimming pool. He will keep them informed.
- Mayor Guzmán stated our City Clerk Treasurer is setting up a training with AWC, Mayor asked Council if they have a preferred date that would be good.

Police Department:

- PC Needham stated that Officer Disney has resigned.
- PC Needham informed Council that Corrections Officer Hernandez will graduate from the Reserve Academy June 2016. Officer Carter will also graduate from Police Academy in June, 2016. Officer Lopez has returned back to work. We will almost be back to full staff.
- PC Needham notified Council that he is working on retrocession MOU, with the Yakama Nation.
- PC Needham stated that he attended WASPC training. Officer Lawther attended training as well, very informative and discussed body cams.
- PC Needham mentioned the Police department is working on records management.
- PC Needham announced that the office staff is working on the Bike Rodeo it will be June 18, 2016.
- PC Needham stated that all officers have been provided and trained with trauma kits.
- PC Needham stated that Officers were trained on active shooter training here at the Wapato Middle School.
- PC Needham announced that Noah's ark has not had real bad incidents since security was acquired.

Fire Department:

- None

Public Works Department:

- **WWTP** – The project construction has been substantially completed. But there is a punch list for the contractor to finish. There is a change order for City Council review and approval.
- **Water System Telemetry** – Recently the water system telemetry was out of service. Without the telemetry, water operators had to come to the tank sites to observe the water level in the tanks, and turn on and turn off well pumps manually. They needed to come to work twice per night and several times during the weekend. The telemetry system was replaced early last week and the cost was approximately \$25,000.
- **N. Wasco/Sitcum Ave** – The project construction has been complete. There was a ribbon cut ceremony last Tuesday (May 31).
- **9th Street Sidewalk** – The plans and bid documents are being reviewed by WSDOT. It will take 2 more weeks. We will advertise it as soon we get WSDOT approval.
- **North Wapato Lift Station** – The environmental review has been completed. Mayor Guzmán has signed the DNS for the project. Now we can start design of the project.

- **Traffic Count** – YVCOG was going to install traffic counters on the City streets before Memorial Day. It was canceled because traffic count would not reflect normal traffic because of the Community Day event. The traffic counters will be installed late June.
- **LED Street Lighting Grant** – We have been working with an equipment supplier and Pacific Power. The equipment selection and Pacific Power incentive have been approved by Pacific Power. Pacific Power will come to Wapato for a site inspection. We may need to wait for 2 to 3 weeks.
- **Energy Efficiency Grant** – We received the grant agreement from the State Department of Enterprise Services today. It will be included in the next Council meeting agenda for your approval.
- **Baseball Fields** – Mr. Kyle Brown and his wife (Louisa) came to the Council meeting last time to offer to repair the two baseball fields. They have started working on the project.
- **Street Pavement Striping** – The County crew will come to stripe road centerlines for the City's major streets. City staff will flush these streets the night before to remove dirt on the pavement.

Admin/Finance:

- CT Pearson reports that the City hall received two new computers.
- CT Pearson stated that one staff member in training for two weeks.
- CT Pearson stated that the Annual report and the Annual Transportation Benefit District report are done and turned in on time. CT Pearson provided Council with a copy of each report.

Planning:

- None

FOR THE GOOD OF THE ORDER: Mayor Guzmán announced the Bike Rodeo, June 18, 2016 at 11:00 am.

Councilmember Reyna congratulated the new Councilmember, Keith Workman.

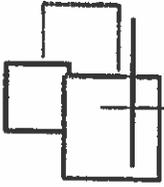
Councilmember Diaz announced that the Lion's Club needs volunteers for the September Labor day-Harvest Festival.

Councilmember Diaz also mentioned that the Brown Memorial Softball tournament will also be held June 24, 2016.

EXECUTIVE SESSION: None

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

There being no further business to come before the Council at this time, the meeting was adjourned at 7:56 p.m.

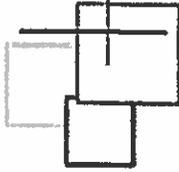


Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2016 - 06 - 06-20-16 Council

Fund Number	Description	Amount
001-000-000	Current Expense Fund	\$20,221.80
001-000-021	Law Enforcement	\$8,497.35
001-000-022	Fire Department	\$624.97
001-000-076	Recreation	\$7.19
001-000-300	Public Works	\$8,711.58
001-000-999	Non Revenues and Non Expenditures	\$451.60
004-000-200	Bike Rodeo	\$820.16
101-000-000	Street Fund	\$436.09
102-000-165	9th Street Project	\$3,115.03
102-000-170	Trader Street Improvement Project (1st to 3rd)	\$1,001.32
102-000-175	N Wasco/Sitcum Avenue Project (Valicoff)	\$314,714.09
102-000-176	N Wasco/Sitcum Avenue Project-City Costs	\$12,668.68
102-000-180	TIB Multiple Locations Overlay-W First St	\$11,655.92
401-000-000	Water Fund	\$5,380.51
402-000-000	Sewer Fund	\$10,151.98
403-000-000	Garbage Fund	\$3,051.13
404-000-000	Cemetery Fund	\$4,260.22
410-000-110	Wells	\$23,539.03
410-000-155	N Wasco Water Line Replacement	\$24,743.78
420-000-151	WWTP Upgrade Grant	\$5,168.36
420-000-175	N Wapato Sewer Lift Station	\$2,841.42
420-000-225	WWTP Building Renovation	\$539.98
501-000-000	Equipment Rental & Revolving	\$232.36
501-000-021	Police Dept Vehicles	\$3,115.89
501-000-022	Fire Dept Vehicles	\$438.29
501-000-024	Building Dept Vehicles	\$44.44
501-000-034	Water Dept Vehicles & Equipment	\$231.30
501-000-035	Sewer Dept Vehicles & Equipment	\$318.76
501-000-036	Cemetery Vehicles & Equipment	\$224.58
501-000-042	Street Dept Vehicles & Equipment	\$344.96
501-000-048	PWSC Vehicles & Equipment	\$735.91
501-000-076	Parks Dept Vehicles & Equipment	\$544.56
502-000-000	Public Works Service Center	\$2,866.67
503-000-000	Information Technology Rental & Revolving	\$13,326.28
	Count: 34	\$485,026.19

Voucher Directory



Vendor	Number	Reference	Account Number	Description	Amount
A Muffler Bandit Inc	159819	040716	2016 - 06 - 06-20-16 Council		
			ERR-PD parts		\$486.90
			501-000-021-548-68-31-00	Supplies	\$486.90
			Total 040716		\$486.90
Total 159819					
Total A Muffler Bandit Inc					
Action Medical Inc	159820	6914-2016	2016 - 06 - 06-20-16 Council		
			Jail Medical Supplies		\$57.03
			001-000-021-523-60-31-00	Supplies	\$57.03
			pd, medical supplies		\$57.03
			Total 6914-2016		
Total 159820					
Total Action Medical Inc					
All Valley Towing & Tires & Auto Body	159821	05252016-118	2016 - 06 - 06-20-16 Council		
			PD- Repair& Maint		\$531.94
			501-000-021-548-68-48-00	Repair & Maintenance	\$531.94
			Total 05252016-118		\$531.94
Total 159821					
Total All Valley Towing & Tires & Auto Body					
AMB Tools & Equipment	159822	Y241953	2016 - 06 - 06-20-16 Council		
			ERR- PWSC Supplies		\$4.12
			501-000-048-548-68-31-00	Supplies	\$4.12
			Total Y241953		\$4.12
Total 159822					
Total AMB Tools & Equipment					

Vendor Number Reference Account-Number Description Amount

AMS

159823 June12016 2016 - 06 - 06-20-16 Council
 Court-Legal Couriers \$30.00
 001-000-000-512-50-42-10 Communications-AMS \$30.00
 Total June12016 \$30.00

Total AMS
 Apple Valley Interpreting Service LLC 159824 3170
 2016 - 06 - 06-20-16 Council

court-interpreter service \$90.80
 001-000-000-512-50-41-30 Prof Service-Interpreting Serv \$90.80
 Total 3170 \$90.80

Total 159824
 Total Apple Valley Interpreting Service LLC
 Bugs-B-Gon Pest Control 159825 12638
 2016 - 06 - 06-20-16 Council

citywide- Repair Maint \$129.48
 001-000-000-518-30-48-10 Repair & Maintenance-Janitorial \$129.48
 Total 12638 \$129.48

Total 159825
 Total Bugs-B-Gon Pest Control
 Carey Motors 159826 21484
 2016 - 06 - 06-20-16 Council

pd- supplies \$254.12
 501-000-021-548-68-31-00 Supplies \$254.12
 Total 21484

21484-28april16
 pd supplies \$98.30
 001-000-021-521-22-45-95 Interfund Rental-ER&R \$98.30
 Total 21484-28april16 \$352.42

Total 159826
 Total Carey Motors \$352.42

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
Carrot-Top Industries Inc 159827			2016 - 06 - 06-20-16 Council		
		30659500	city flag 001-000-000-518-30-31-00	Operating Supplies	\$168.41
	Total 159827				\$168.41
Total Carrot-Top Industries Inc Cascade Analytical Inc 159828			2016 - 06 - 06-20-16 Council		
		224852	Sewer-prof Sevices 402-000-000-535-80-41-00	Professional Services	\$493.37
	Total 224852				\$493.37
	Total 224853				\$63.86
	Total 224853				\$63.86
Total Cascade Analytical Inc Central Valley Bank 159829			2016 - 06 - 06-20-16 Council		
		224854	Water, Supplies 401-000-000-534-80-41-00	Professional Services	\$187.46
	Total 224854				\$187.46
	Total 225683				\$63.86
	Total 225683				\$63.86
	Total 225683				\$808.55
	Total 225683				\$808.55
Total Central Valley Bank			2016 - 06 - 06-20-16 Council		
		061516	Deposit books for IWF jail, supplies 001-000-021-523-60-31-00	Supplies	\$35.53
	Total 061516				\$35.53
	Total 061516				\$31.23
	Total 061516				\$66.76
	Total 061516				\$66.76

Chambers Auto Supply
159830

Vendor Number	Reference	Account Number	Description	Amount
S3-1901106		2016 - 06 - 06-20-16 Council		
		Pwsc-Supplies		
		502-000-000-548-78-31-00	Supplies	\$31.73
Total S3-1901106				\$31.73
S3-1902913				
		Sewer-Supplies		
		402-000-000-535-50-31-00	Supplies	\$79.06
Total S3-1902913				\$79.06
S3-1915864				
		Sewer-Supplies		
		402-000-000-535-50-31-00	Supplies	\$26.48
Total S3-1915864				\$26.48
S3-1916820				
		Sewer-Supplies		
		402-000-000-535-80-35-00	Small Tools	\$7.58
Total S3-1916820				\$7.58
S3-1924831				
		Err-Water-Supplies		
		501-000-034-548-68-31-00	Supplies	\$2.96
Total S3-1924831				\$2.96
S3-1925707				
		Pwsc-Supplies		
		502-000-000-548-78-31-00	Supplies	\$3.13
Total S3-1925707				\$3.13
S3-1929749				
		Pwsc-Supplies		
		502-000-000-548-78-31-00	Supplies	\$8.61
Total S3-1929749				\$8.61
S3-1934648				
		PWSC-supplies		
		502-000-000-548-78-31-00	Supplies	\$11.42
Total S3-1934648				\$11.42
S3-1936468-400				
		Err-PWSC supplies		
		501-000-048-548-68-31-00	Supplies	\$18.46
Total S3-1936468-400				\$18.46
S3-1941236				
		Err-Cemetery-supplies		
		501-000-036-548-68-31-00	Supplies	\$51.96
Total S3-1941236				\$51.96

Vendor	Number	Reference	Account/Number	Description	Amount
	S3-1942478		Err-Pwsc-Supplies		
			501-000-048-548-68-48-00	Repair & Maintenance	\$67.60
	Total S3-1942478				\$67.60
	S3-1947488		Water Supplies		
			401-000-000-534-50-31-00	Supplies	\$12.86
	Total S3-1947488				\$12.86
	S3-1956035		ERR- PD-Supplies		
			501-000-000-548-68-31-00	Supplies	\$77.86
	Total S3-1956035				\$77.86
	S3-1972027-400		Pwsc Supplies		
			502-000-000-548-78-31-00	Supplies	\$21.19
	Total S3-1972027-400				\$21.19
	S3-1983299		Err-Sewer-Supplies		
			501-000-035-548-68-31-00	Supplies	\$246.76
	Total S3-1983299				\$246.76
	S3-1987525-343		Err-Parks-Supplies		
			501-000-076-548-68-31-00	Supplies	\$35.73
	Total S3-1987525-343				\$35.73
	S3-1987554-339		Err-Street -Supplies		
			501-000-042-548-68-31-00	Supplies	\$72.60
	Total S3-1987554-339				\$72.60
	S3-1987649		eRR-parks -supplies		
			501-000-076-548-68-31-00	Supplies	\$0.42
	Total S3-1987649				\$0.42
	S3-1993392-300		Err- Pwsc- Supplies		
			501-000-048-548-68-31-00	Supplies	\$39.11
	Total S3-1993392-300				\$39.11
	S3-1996843		eRR-Cemetery-supplies		
			501-000-036-548-68-31-00	Supplies	\$3.06
	Total S3-1996843				\$3.06
	S3-2006137-203		Err-FD Supplies		
			501-000-022-548-68-31-00	Supplies	\$108.55
	Total S3-2006137-203				\$108.55

Vendor	Number	Reference	Account Number	Description	Amount
		S3-2006170-205			
			Err- FD Supplies		
			501-000-022-548-68-31-00	Supplies	\$37.32
		Total S3-2006170-205			\$37.32
		S3-2007321-400			
			Err- PWSC- Supplies		
			501-000-048-548-68-31-00	Supplies	\$4.99
		Total S3-2007321-400			\$4.99
		S3-2013353			
			Err-FD Supplies		
			501-000-022-548-68-31-00	Supplies	\$20.10
		Total S3-2013353			\$20.10
Total 159830					\$989.54
Total Chambers Auto Supply					\$989.54
Charm-Tex	159831				
		0122164-IN		2016 - 06 - 06-20-16 Council	
			Pd Supplies		
			001-000-021-523-60-31-00	Supplies	\$218.80
		Total 0122164-IN			\$218.80
Total 159831					\$218.80
Total Charm-Tex					\$218.80
Charter Communications	159832				
		8805166800000449		2016 - 06 - 06-20-16 Council	
			citywide, communication		
			001-000-000-518-30-42-00	Communications	\$343.35
			City Hall, Internet/phone/cable-0021517/8956		
			001-000-021-523-60-42-00	Communication	\$382.98
			Jail cable boxes-0019818/8961		
			001-000-022-522-50-42-00	Communications	\$183.71
			Fire Department, Internet/phone/cable-0018125/0894		
			502-000-000-548-78-42-00	Communications	\$156.58
			PWSC, Internet/phone/cable-0069599/2362		
		Total 8805166800000449			\$1,066.62
Total 159832					\$1,066.62
Total Charter Communications					\$1,066.62
Cintas Corporation #605	159833				
		605228998		2016 - 06 - 06-20-16 Council	
			cityhall, rugs		
			001-000-000-518-30-48-10	Repair & Maintenance-Janitorial	\$95.50

Vendor	Number	Reference	Account Number	Description	Amount
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Total 159833
 Total Cintas Corporation #605
 City of Toppenish 159834

Total 605228998
 City Hall
 2016 - 06 - 06-20-16 Council
 061416 cot
 cable, mvtv
 001-000-000-511-30-41-50 Professional Services-MVTV
 MVTv

Total 061416 cot
 \$95.50
 \$95.50
 \$95.50

Total 159834
 Total City of Toppenish
 City of Wapato 159835

2016 - 06 - 06-20-16 Council
 Building Permit-N Wasco/Sitcum Avenue Project
 streets, building permit
 102-000-176-595-30-63-00
 Capital Reconstruction-Schedule B-N Wasco/Sitcum
 Ave

Total Building Permit-N Wasco/Sitcum Avenue
 Project
 \$1,391.23
 \$1,391.23
 \$1,391.23

Total 159835
 Total City of Wapato
 City of Wapato-Utilities 159836

2016 - 06 - 06-20-16 Council
 04/21/16-05/20/16
 citywide- utilities
 101-000-000-542-90-47-00 Utilities
 2005.0 Third St Island Irrigation

Total 04/21/16-05/20/16
 05282016-April-may
 \$6,238.00
 \$6,238.00

Citywide-Utilities
 001-000-076-575-50-47-00 Utilities
 1151.0 Community Center W/S/G
 402-000-000-535-80-47-00 Utilities
 2326.0 Sewer Facility Irrigation
 402-000-000-535-80-47-00 Utilities
 2326.1 sewer utilities

Total 05282016-April-may
 \$7.19
 \$18.65
 \$42.41
 \$68.25

Vendor Number Reference Account Number Description Amount

06142016-may					
		Cityside-utilities			
		001-000-021-521-50-47-10	Utilities-Water/Sewer/Garbage		\$384.53
		001-000-021-521-50-47-10	Utilities-Water/Sewer/Garbage		\$93.77
					\$478.30
Total 06142016-may					
06202016-June					
		City wide utilities			
		001-000-022-522-50-47-00	Utilities		\$247.03
		1193.0 Fire Department W/S/G			
Total 06202016-June					
		2016 - 06 - 06-20-16 Council			
33257					
		Water-prof Service			
		410-000-110-594-34-64-00	Capital Outlay-Equipment		\$23,539.03
Total 33257					\$23,539.03
		2016 - 06 - 06-20-16 Council			\$23,539.03
614100015430-15430					
		citywide, employee lunch			
		001-000-000-517-90-31-00	Supplies		\$214.56
Total 614100015430-15430					\$214.56
		2016 - 06 - 06-20-16 Council			\$214.56
0143702					
		pd, supplies			
		001-000-021-521-10-31-00	Operating Supplies		\$30.84
Total 0143702					\$30.84
201606468118					
		sewer, supplies			
		402-000-000-535-80-31-00	Supplies		\$45.18
Total 201606468118					\$45.18
		2016 - 06 - 06-20-16 Council			\$76.02
					\$76.02
Total 159836					
Total City of Wapato-Utilities					
Correct Equipment Inc					
159837					
Total 159837					
Total Correct Equipment Inc					
Costco					
159838					
Total 159838					
Total Costco					
Culligan of Yakima					
159839					
Total 159839					
Total Culligan of Yakima					

Vendor	Number	Reference	Account Number	Description	Amount
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Edge Construction Supply	159840				
	973354		2016 - 06 - 06-20-16 Council		
			Cemetery-supplies		\$40.41
			404-000-000-536-20-31-00	Operating Supplies	\$40.41
					\$40.41
					\$40.41
Total Edge Construction Supply	159840				
Food Services of America	159841				
	7144639		2016 - 06 - 06-20-16 Council		
			Jail food		\$253.88
			001-000-021-523-60-31-01	Supplies-Jail Food	\$253.88
					\$253.88
					\$253.88
Total Food Services of America	159841				
Franz Family Bakeries	159842				
	6010216504		2016 - 06 - 06-20-16 Council		
			Jail Food-supplies		\$21.00
			001-000-021-523-60-31-01	Supplies-Jail Food	\$21.00
					\$21.00
					\$21.00
Total Franz Family Bakeries	159842				
Fulcrum Environmental Consulting Inc	159843				
	00161789.00-38370		2016 - 06 - 06-20-16 Council		
			PWSC Prof Service		\$960.00
			502-000-000-548-78-41-00	Professional Services	\$960.00
					\$960.00
Total Fulcrum Environmental Consulting Inc	159843				
Gerred, Jim	159844				
	744384		2016 - 06 - 06-20-16 Council		
			training		\$20.00
			001-000-022-558-60-43-00	Travel & Training	\$20.00
					\$20.00
					\$20.00
Total Gerred, Jim	159844				

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
Gerrred, Peggie	159845		2016 - 06 - 06-20-16 Council		
		744385	travel, training		\$20.00
			001-000-022-558-60-43-00	Travel & Training	\$20.00
		Total 744385			\$20.00
Total Gerrred, Peggie	159845				\$20.00
Granite Construction Company	159846		2016 - 06 - 06-20-16 Council		
		983916	st, supplies		\$393.60
			101-000-000-542-30-31-00	Supplies	\$393.60
		Total 983916			\$393.60
Progress Payment #2 Final			street, N Wasco/Sitcum Construction		
			102-000-175-595-30-63-00	Capital Construction-Schedule A- N Wasco/Sitcum Ave	\$285,265.96
			410-000-155-594-34-63-00	Schedule A	
				Capital Construction-New Water Line	\$23,858.90
				Schedule B	
Total Progress Payment #2 Final					\$309,124.86
Total Granite Construction Company	159846				\$309,518.46
Gray & Osborne Inc	159847		2016 - 06 - 06-20-16 Council		
		14068.00-22	WWTPCA-Prof service		\$5,168.36
			420-000-151-594-35-41-00	Professional Service	\$5,168.36
		Total 14068.00-22			\$5,168.36
		14084.02	North Was Ave-Prof Services		\$884.88
			410-000-155-594-34-41-00	Professional Services-Engineer	\$884.88
		Total 14084.02			\$884.88
		1484.01- 2	North Wasco-Professional Services		\$29,448.13
			102-000-175-595-10-41-00	Professional Services-N Wasco Project	\$29,448.13
		Total 1484.01- 2			\$29,448.13
		15037.00-12	Trader-prof service		\$1,001.32
			102-000-170-595-10-41-00	Professional Services	\$1,001.32
		Total 15037.00-12			\$1,001.32

Vendor	Number	Reference	Account Number	Description	Amount
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	16001.0-5		Arterial-Professional Services		
		102-000-180-595-10-41-00	Professional Services		\$11,655.92
	Total 16001.0-5				\$11,655.92
	16002.00-5		Safe route-Professional Services		
		102-000-165-595-10-41-00	Professional Services		\$3,115.03
	Total 16002.00-5				\$3,115.03
	16010.00-2		North Wapato-Professional Services		
		420-000-175-594-35-41-00	Professional Services		\$2,841.42
	Total 16010.00-2				\$2,841.42
	16029.00		NPDES Prof Services		
		402-000-000-535-80-41-00	Professional Services		\$3,954.97
	Total 16029.00				\$3,954.97
	Total 159847				\$58,070.03
	Total Gray & Osborne Inc				\$58,070.03
	159848		2016 - 06 - 06-20-16 Council		
	186750		civil, attorney services		\$4,316.25
		001-000-000-515-30-41-00	Professional Services-Attorney-Civil		
		001-000-000-515-30-41-50	Professional Services-Attorney-Retrocession		\$1,089.75
		001-000-000-515-30-43-00	Travel & Training-Attorney-Civil		\$67.30
		001-000-000-515-30-49-00	Miscellaneous		\$203.00
		Travel-Attorney-Retrocession			\$5,676.30
	Total 186750				
	187361		court-Prof Services		\$1,865.50
		001-000-000-515-30-41-00	Professional Services-Attorney-Civil		
		Attorney-Civil			\$1,865.50
	Total 187361				\$7,541.80
	Total 159848				\$7,541.80
	Total Halverson Northwest Law Group PC				
	159849		2016 - 06 - 06-20-16 Council		
	14223653		Parks- Supplies		\$36.25
		001-000-300-576-80-31-00	Supplies		\$36.25
	Total 14223653				

Vendor Number Reference Account Number Description Amount

102496					
			WWTP-supplies		
			420-000-225-594-35-31-00	Supplies	\$23.48
Total 102496					\$23.48
102533					
			Sewer, Supplies		
			420-000-225-594-35-31-00	Supplies	\$8.62
Total 102533					\$8.62
1025496					
			sewer, supplies		
			420-000-225-594-35-31-00	Supplies	\$23.48
Total 1025496					\$23.48
102620					
			Water- Small Tools		
			401-000-000-534-50-31-00	Supplies	\$17.24
Total 102620					\$17.24
103071					
			Sewer- Supplies		
			420-000-225-594-35-31-00	Supplies	\$11.42
Total 103071					\$11.42
Total 159851					\$147.01
Total Ideal Lumber & Hardware Inc					\$147.01
Intermedia.net Inc					
159852					
			1605003586 taxes		
			citywide, telephones		
			001-000-000-518-30-42-00	Communications	\$12.37
			001-000-021-521-50-42-00	Communications	\$25.97
			001-000-022-522-50-42-00	Communications	\$7.42
			502-000-000-548-78-42-00	Communications	\$11.13
Total 1605003586 taxes					\$56.89
1606003036					
			citywide, telephones		
			001-000-000-518-30-42-00	Communications	\$55.39
			001-000-021-521-50-42-00	Communications	\$116.33
			001-000-022-522-50-42-00	Communications	\$33.24
			502-000-000-548-78-42-00	Communications	\$49.86
Total 1606003036					\$254.82
Total 159852					\$311.71
Total Intermedia.net Inc					\$311.71

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
Iron Mountain INC	159853		2016 - 06 - 06-20-16 Council		
		2386089629	PD Shered Service		
			001-000-000-512-50-41-50	Prof Service-Conf Record Destr	\$46.34
			001-000-021-521-50-41-00	Professional Services	\$46.34
		Total 2386089629			\$92.68
Total Iron Mountain INC	159853				\$92.68
Johnny's Clothing	159854		2016 - 06 - 06-20-16 Council		
		06102016	PD-supplies		
			004-000-200-521-30-31-00	Supplies	\$265.43
		Total 06102016			\$265.43
Total Johnny's Clothing	159854				\$265.43
Jose's Hardware Store	159855		2016 - 06 - 06-20-16 Council		
		061716 052616 4:07 pm	citywide, correction per Jose's Hardware		
			001-000-021-523-60-31-00	Supplies	(\$32.26)
			358048	Supplies	(\$29.28)
			001-000-300-576-80-31-00	Supplies	(\$4.15)
			36312	Supplies	(\$26.91)
			101-000-000-542-30-31-00	Repair And Maintenance	(\$6.85)
			37161	Supplies	(\$99.45)
			401-000-000-534-50-48-00	Repair And Maintenance	
			04142016	Supplies	
			502-000-000-548-78-31-00	Supplies	
			24595	Supplies	
		Total 061716 052616 4:07 pm			
		27194-J	Parks- Supplies		
			001-000-300-576-80-31-00	Supplies	\$12.73
		Total 27194-J			\$12.73
		57324	Sewer-Supplies		
			402-000-000-535-80-31-00	Supplies	\$24.80
		Total 57324			\$24.80
		57407	Sewer-Supplies		
			402-000-000-535-80-31-00	Supplies	\$92.64
		Total 57407			\$92.64

Vendor	Number	Reference	Account Number	Description	Amount
	58573				
		Total 58573	WPD supplies		\$3.75
	58577		501-000-021-548-68-31-00	Supplies	\$3.75
		Total 58577	Water- Supplies		\$12.48
	58655		401-000-000-534-50-31-00	Supplies	\$12.48
		Total 58655	Water-supplies		\$5.78
	59161		401-000-000-534-50-31-00	Supplies	\$5.78
		Total 59161	Water- supplies		\$4.74
	59240		404-000-000-536-20-31-00	Operating Supplies	\$4.74
		Total 59240	Parks- Supplies		\$12.93
	59249		001-000-300-576-80-31-00	Supplies	\$12.93
		Total 59249	Parks-Supplies		
	59653				
		Total 59653	Pool Supplies		\$6.44
	59721		001-000-300-576-20-31-00	Supplies	\$6.44
		Total 59721	Cityhall supplies		\$8.61
	59906		001-000-000-518-30-31-00	Operating Supplies	\$8.61
		Total 59906	Parks -Supplies		\$8.96
	60161		001-000-300-576-80-31-00	Supplies	\$8.96
		Total 60161	PWSC-Supplies		\$4.29
	60162		502-000-000-548-78-31-00	Supplies	\$4.29
		Total 60162	PWSC- Supplies		\$11.85
		Total 60162	PWSC- Supplies		\$11.85
		Total 159855			\$110.55

Vendor	Number	Reference	Account Number	Description	Amount
Total Jose's Hardware Store Keller Supply Co	159856				\$110.55
		S009709131.001		2016 - 06 - 06-20-16 Council	
			Parks- Supplies		\$37.80
			001-000-300-576-80-31-00	Supplies	\$37.80
		Total S009709131.001			\$37.80
Total Keller Supply Co	159856				
Ken's Construction, Inc (KJ sand,Gravel, Topsoil, Concrete)	159857			2016 - 06 - 06-20-16 Council	
		2016-1			
			Parks Supplies		\$899.84
			001-000-000-558-70-31-00	Supplies	\$899.84
		Total 2016-1			\$899.84
Total Ken's Construction, Inc (KJ sand,Gravel, Topsoil, Concrete)	159858			2016 - 06 - 06-20-16 Council	
		000000002-04718e			
			5625-PD, anteana adapter		\$7.52
			501-000-021-548-68-31-00	Supplies	\$7.52
		Total 000000002-04718e			
		01-786179003465			
			4792-pd supplies		\$134.84
			001-000-021-521-80-31-00	Operating Supplies	\$134.84
		Total 01-786179003465			
		0167773032557			
			4818-training		\$25.00
			001-000-021-521-22-43-00	Travel & Training	\$25.00
		Total 0167773032557			
		05042016-1			
			4818-training		\$27.98
			001-000-021-521-22-43-00	Travel & Training	\$27.98
		Total 05042016-1			
		07443E			
			5625-PWSC- Training		\$23.05
			402-000-000-535-10-43-00	Travel & Training	\$23.05
		Total 07443E			
		08098E			
			5625-PWSC -training		\$30.36
			402-000-000-535-10-43-00	Travel & Training	\$30.36
		Total 08098E			

Vendor	Number	Reference	Account Number	Description	Amount
	1414200				
		Total 1414200	3118 PD -supplies	Contributions & Donations-Bike Rodeo	\$132.39
		14893818471	004-000-200-367-11-00-00		\$132.39
		Total 14893818471	5625-PWSC-training	Travel & Training	\$147.58
		16951556	402-000-000-535-10-43-00		\$147.58
		Total 16951556	5625-PWSC-Supplies	Supplies	(\$7.02)
		23013	502-000-000-548-78-31-00		(\$7.02)
		Total 23013	5625-Sewer-supplies	Supplies	\$460.49
		25474	420-000-225-594-35-31-00		\$460.49
		Total 25474	5625-PWSC-Training	Travel & Training	\$119.00
		3134543	402-000-000-535-10-43-00		\$119.00
		Total 3134543	5625-pwsc-supplies	Supplies	(\$5.02)
		3527674837	502-000-000-548-78-31-00		(\$5.02)
		Total 3527674837	4818 PD -supplies	Supplies	\$348.79
		4251603548608	004-000-200-521-30-31-00		\$348.79
		5875995	4792-PD supplies	Supplies	\$51.95
		Total 4251603548608	004-000-200-521-30-31-00		\$51.95
		6415461	5625-pwsc supplies	Supplies	\$1,001.10
		Total 5875995	502-000-000-548-78-31-00		\$1,001.10
		80207425	3118- PD Supplies	Contributions & Donations-Bike Rodeo	\$21.60
		Total 6415461	004-000-200-367-11-00-00		\$21.60
		80207425	4818-PD supplies	Communications	\$52.61
		Total 80207425	001-000-021-521-22-42-00		\$52.61

Vendor	Number	Reference	Account Number	Description	Amount
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	8024791		5625-PWSC supplies		
			502-000-000-548-78-31-00	Supplies	\$5.02
					\$5.02

			4818-training		
			001-000-021-521-22-43-00	Travel & Training	\$17.55
					\$17.55

			4818-training		
			001-000-021-521-22-43-00	Travel & Training	\$18.21
					\$18.21

			4792-PD Supplies		
			001-000-021-521-22-35-00	Small Tools & Equipment	\$94.99
					\$94.99

			2034-PWSC supplies		
			401-000-000-534-50-31-00	Supplies	\$216.35
					\$216.35
					\$2,924.34
					\$2,924.34

			2016 - 06 - 06 - 20 - 16 Council		
					\$532.50

			jail, inmate medical		
			001-000-021-523-60-41-01	Local Inmate-Medical	\$1,597.50
			local		
			001-000-021-523-60-41-03	Contract Inmate-Medical	\$2,130.00
			contract		

			Jail late fee		
			001-000-000-514-23-49-00	Miscellaneous	\$319.50
					\$319.50
					\$2,449.50
					\$2,449.50

Vendor	Number	Reference	Account Number	Description	Amount
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Law Office of Tony Swartz	159860				
	186751		2016 - 06 - 06-20-16 Council		
			court-Prof services		\$3,500.00
			001-000-000-512-50-41-10	Prof Service-Prosecuting Atty	\$3,500.00
Total 159860	Total 186751				\$3,500.00
Total Law Office of Tony Swartz					
Les Schwab Tire	159861				
	77300096695		2016 - 06 - 06-20-16 Council		
			ERR-PD-supplies		\$154.50
			501-000-000-548-68-31-00	Supplies	\$154.50
Total 159861	Total 77300096695				\$154.50
Total Les Schwab Tire					
MCI Communications Services Inc	159862				
	08693164133 060716		2016 - 06 - 06-20-16 Council		
			sewer, long distance		\$0.17
			502-000-000-548-78-42-00	Communications	\$0.17
			pwsc, long dist. comm.		\$0.17
Total 159862	Total 08693164133 060716				\$0.17
Total MCI Communications Services Inc					
Mcllrath Family Farm Market	159863				
	64820		2016 - 06 - 06-20-16 Council		
			Jial Food- supplies		\$18.68
			001-000-021-523-60-31-01	Supplies-Jail Food	\$18.68
			jail, food		
Total 159863	Total 64820				\$18.68
Total Mcllrath Family Farm Market	64883				
			Jail food- supplies		\$18.68
			001-000-021-523-60-31-01	Supplies-Jail Food	\$18.68
			jail, food		
Total 159863	Total 64883				\$18.68
Total Mcllrath Family Farm Market					
Misc Refunds	159794				
	06/04/2016		2016 - 06 - 06-20-16 Council		
			Maria Gonzalez#109483-112151	Maria Gonzalez	\$37.36
			Comm center Refund		\$37.36
			001-000-000-362-40-01-00	Fac Rental-Shortterm-Park	\$350.00

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
Morton's Supply Inc	159865		2016 - 06 - 06-20-16 Council		
		0392674			
			Parks-supplies		
			001-000-300-576-80-31-00	Supplies	\$66.55
		Total 0392674			\$66.55
		0393738			
			Cemetery-supplies		
			404-000-000-536-20-31-00	Operating Supplies	\$69.71
		Total 0393738			\$69.71
		0394897			
			Parks- Supplies		
			001-000-300-576-80-31-00	Supplies	\$243.46
		Total 0394897			\$243.46
		0394987			
			Cemetery- supplies		
			404-000-000-536-20-31-00	Operating Supplies	\$118.31
		Total 0394987			\$118.31
		0396275-313			
			Street-supplies		
			501-000-042-548-68-31-00	Supplies	\$90.35
		Total 0396275-313			\$90.35
Total Morton's Supply Inc	159865				\$588.38
Musgrave, Amber	159866		2016 - 06 - 06-20-16 Council		
		061016 training-am			
			sewer, training		
			402-000-000-535-10-43-00	Travel & Training	\$159.52
			mileage		
		Total 061016 training-am			\$159.52
Total Musgrave, Amber	159866				\$159.52
Nuvodia LLC	159867		2016 - 06 - 06-20-16 Council		
		Inv00031245-00319			
			Citywide Prof Service		
			503-000-000-518-81-41-00	Professional Services	(\$1,685.22)
			503-000-000-594-18-64-14	Capital Outlay-Equipment-City Hall	\$3,030.85
		Total Inv00031245-00319			\$1,345.63
Total Nuvodia LLC	159867				\$1,345.63

Vendor Number Reference Account Number Description Amount

Office Depot Business Solutions
159868

2016 - 06 - 06-20-16 Council

838147792001

PD- supplies

001-000-021-523-60-31-00 Supplies
pd, office supplies

\$11.07

Total 838147792001

\$11.07

840676599001

City Hall, Supplies

001-000-000-514-23-31-00 Operating Supplies
city hall, office supplies

\$243.83

Total 840676599001

\$243.83

841707383001

Cityhall, Supplies

001-000-000-514-23-31-00 Operating Supplies
city hall, office supplies

\$46.72

Total 841707383001

\$46.72

841707798001

Cityhall,Supplies

001-000-000-514-23-31-00 Operating Supplies
city hall, office supplies

\$3.94

Total 841707798001

\$3.94

841707799001

Cityhall, Supplies

001-000-000-514-23-31-00 Operating Supplies
city hall, office supplies

\$42.07

Total 841707799001

\$42.07

841797581001

PD- Supplies

001-000-021-523-60-31-00 Supplies

\$23.82

Total 841797581001

\$23.82

843425398001

pwsc, supplies

502-000-000-548-78-31-00 Supplies

\$97.37

Total 843425398001

\$97.37

844197433001

cityhall, supplies

001-000-000-514-23-31-00 Operating Supplies
city hall, office supplies

\$118.92

001-000-021-523-20-31-00

Supplies

\$0.00

Total 844197433001

\$0.00

Total 159868

\$118.92

Total Office Depot Business Solutions

\$587.74

\$587.74

Execution Time: 6 minute(s), 13 second(s)

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Voucher Directory

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
Oxarc Inc	159869	R419230	2016 - 06 - 06-20-16 Council		
			Water- Supplies		\$72.56
			401-000-000-534-80-31-00	Supplies	\$72.56
Total Oxarc Inc	Total 159869	Total R419230			\$72.56
Paul's Air Fix	159870	3929	2016 - 06 - 06-20-16 Council		
			Court-supplies		\$506.75
			001-000-021-521-50-48-00	Repair & Maintenance	\$506.75
Total Paul's Air Fix	Total 159870	Total 3929			\$506.75
Pete's Cleaning Service	159871	June2016	2016 - 06 - 06-20-16 Council		
			City wide-Repair		\$400.00
			001-000-000-518-30-48-10	Repair & Maintenance-Janitorial	\$400.00
			City Hall		\$400.00
Total Pete's Cleaning Service	Total 159871	Total June2016			\$400.00
Picatti Brothers Inc	159872	3811	2016 - 06 - 06-20-16 Council		
			cemetery-prof services		\$146.07
			404-000-000-536-20-42-00	Communications	\$146.07
Total Picatti Brothers Inc	Total 159872	Total 3811			\$275.15
		3945	Cemetery- Prof Service		\$275.15
		4082	404-000-000-536-20-42-00	Communications	\$275.15
		4082	park, pump replacement		\$7,940.58
			001-000-300-594-76-64-00	Capital Outlay-Park	\$7,940.58
		Total 4082			\$8,361.80

Vendor Number Reference Account Number Description Amount

Platt Electric Supply Inc 159873	J454363	2016 - 06 - 06-20-16 Council		
		Jail- Supplies		\$14.53
		420-000-225-594-35-31-00	Supplies	\$14.53
Total 159873	Total J454363			\$14.53
Total Platt Electric Supply Inc Sides, Heather M 159874	0034 hms	2016 - 06 - 06-20-16 Council		
		court, prof service		\$485.00
		001-000-000-512-50-41-00	Professional Services	\$485.00
Total 159874	Total 0034 hms			\$485.00
Total Sides, Heather M Smith Auto Electric LLC 159875	068713	2016 - 06 - 06-20-16 Council		
		PD-Supplies		\$131.37
		501-000-021-548-68-31-00	Supplies	\$131.37
Total 159875	Total 068713			\$131.37
Total Smith Auto Electric LLC Sousley Sound & Communications 159876	80098	2016 - 06 - 06-20-16 Council		
		Water- Prof Service		\$2,552.41
		402-000-000-535-80-41-00	Professional Services	\$2,552.41
Total 159876	Total 80098			\$2,552.41
Total Sousley Sound & Communications Stanley Convergent Security Solutions Inc 159877	13616514	2016 - 06 - 06-20-16 Council		
		Jail- Inmate supplies		\$285.47
		001-000-021-523-60-41-00	Professional Services	\$285.47
Total 159877	Total 13616514			\$285.47
Total Stanley Convergent Security Solutions Inc				\$285.47

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
Star Rentals & Sales	159878				
		128127-12		2016 - 06 - 06-20-16 Council	
			pWSC-Supplies		
			502-000-000-548-78-31-00	Supplies	\$38.17
		Total 128127-12			\$38.17
		130978-12			
			PWSC, Supplies		
			502-000-000-548-78-31-00	Supplies	\$58.53
		Total 130978-12			\$96.70
Total Star Rentals & Sales	159879				\$96.70
SupplyWorks					
		368787586		2016 - 06 - 06-20-16 Council	
			FD- supplies		
			001-000-022-522-50-31-00	Operating Supplies	\$33.43
		Total 368787586			\$33.43
Total SupplyWorks	159880				\$33.43
The Janitors Closet					
		0198257-IN		2016 - 06 - 06-20-16 Council	
			PWSC- supplies		
			502-000-000-548-78-31-00	Supplies	\$87.69
		Total 0198257-IN			\$87.69
Total The Janitors Closet	159881				\$87.69
The Markets LLC					
		161819		2016 - 06 - 06-20-16 Council	
			PWSC- Supplies		
			502-000-000-548-78-31-00	Supplies	\$2.25
		Total 161819			\$2.25
		161848			
			PWSC- Supplies		
			502-000-000-548-78-31-00	Supplies	\$6.75
		Total 161848			\$6.75
Total The Markets LLC	159881				\$9.00

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
The Wesley Group	159882				
		5948 twg		2016 - 06 - 06-20-16 Council	
			PD/PWSC prof Services		
			001-000-000-515-30-41-30	Professional Services-Attorney-Labor	\$356.25
			AFSCME		
			001-000-021-515-30-41-30	Professional Services-Attorney-Labor	\$1,762.50
			Teamster		
		Total 5948 twg			\$2,118.75
		Total 159882			\$2,118.75
Total The Wesley Group					\$2,118.75
US Bank Voyager Fleet Systems	0				
		869347997623		2016 - 06 - 06-20-16 Council	
			citywide, fuel		
			501-000-021-548-68-32-00	Fuel	\$143.88
			pd		
			501-000-021-548-68-32-00	Fuel	\$123.95
			jail		
			501-000-021-548-68-32-00	Fuel	\$176.85
			pd		
			501-000-021-548-68-32-00	Fuel	\$28.77
			pd		
			501-000-021-548-68-32-00	Fuel	\$194.24
			pd		
			501-000-021-548-68-32-00	Fuel	\$31.45
			pd		
			501-000-021-548-68-32-00	Fuel	\$119.69
			pd		
			501-000-021-548-68-32-00	Fuel	\$185.89
			pd		
			501-000-021-548-68-32-00	Fuel	\$136.75
			pd		
			501-000-021-548-68-32-00	Fuel	\$202.80
			pd		
			501-000-021-548-68-32-00	Fuel	\$201.57
			pd		
			501-000-021-548-68-32-00	Fuel	\$154.45
			pd		
			501-000-022-548-68-32-00	Fuel	\$182.72
			fire		
			501-000-022-548-68-32-00	Fuel	\$45.62
			fire		

Vendor	Number	Reference	Account Number	Description	Amount
	501-000-022-548-68-32-00		fire	Fuel	\$43.98
	501-000-024-548-68-32-00		Bldg	Fuel	\$44.44
	501-000-034-548-68-32-00		water	Fuel	\$228.34
	501-000-035-548-68-32-00		sewer	Fuel	\$26.73
	501-000-035-548-68-32-00		sewer	Fuel	\$45.27
	501-000-036-548-68-32-00		cemetery	Fuel	\$67.42
	501-000-036-548-68-32-00		cemetery	Fuel	\$102.14
	501-000-042-548-68-32-00		street	Fuel	\$16.47
	501-000-042-548-68-32-00		street	Fuel	\$41.59
	501-000-042-548-68-32-00		street	Fuel	\$87.41
	501-000-042-548-68-32-00		street	Fuel	\$36.54
	501-000-048-548-68-32-00		pwsc	Fuel	\$153.95
	501-000-048-548-68-32-00		pwsc	Fuel	\$39.49
	501-000-048-548-68-32-00		pwsc	Fuel	\$66.53
	501-000-048-548-68-32-00		pwsc	Fuel	\$115.47
	501-000-048-548-68-32-00		pwsc	Fuel	\$13.32
	501-000-048-548-68-32-00		pwsc	Fuel	\$131.97
	501-000-048-548-68-32-00		pwsc	Fuel	\$40.33
	501-000-048-548-68-32-00		pwd	Fuel	\$40.57
	501-000-076-548-68-32-00		parks	Fuel	\$114.39
	501-000-076-548-68-32-00		parks	Fuel	\$45.68
	501-000-076-548-68-32-00		parks	Fuel	\$159.54

Vendor	Number	Reference	Account Number	Description	Amount
	Total 0	Total 869347987623			\$3,590.20
Total US Bank Voyager Fleet Systems					\$3,590.20
US Bankcorp Equipment Finance Inc					\$3,590.20
159883					
	306305616		2016 - 06 - 06-20-16 Council		
			citywide, equipment lease		\$3,482.95
			503-000-000-518-81-45-00	Rentals & Leases-Copiers	\$3,482.95
	Total 159883				\$3,482.95
Total US Bankcorp Equipment Finance Inc					\$3,482.95
US Bank-Safekeeping Department					
159884					
	386000164-may 01/16		2016 - 06 - 06-20-16 Council		
			misc- investment		\$24.00
			001-000-000-514-23-49-62	Miscellaneous-Investment Fees	\$24.00
			monthly maint.		\$24.00
	Total 386000164-may 01/16				\$24.00
Total 159884					\$24.00
Total US Bank-Safekeeping Department					\$24.00
Valley Septic Service LLC					
159885					
	132089		2016 - 06 - 06-20-16 Council		
			Cemetery-Supplies		\$91.72
			404-000-000-536-20-47-00	Utilities	\$91.72
			cemetery toilet rental		
	Total 132089				\$91.72
	132332				
			Cemetery- Supplies		\$323.00
			404-000-000-536-20-47-00	Utilities	\$414.72
			cemetery toilet rental		\$414.72
	Total 132332				\$323.00
Total 159885					\$414.72
Total Valley Septic Service LLC					\$414.72
Verizon Wireless-Cell Phones					
159886					
	9766339974		2016 - 06 - 06-20-16 Council		
			citywide, cell phones		\$65.13
			001-000-000-513-10-42-00	Communications	\$65.13
			mayor, cell phone		\$58.55
			001-000-000-514-23-42-00	Communications	\$58.55
			city hall, cell phone		\$111.80
			001-000-021-521-10-42-00	Communications	\$111.80
			pd, chief's cell phones		\$111.80

Vendor	Number	Reference	Account Number	Description	Amount
			404-000-000-536-20-44-00	Sales & Excise Tax	\$130.54
			404-000-000-586-00-00-00	Agency Type Disbursements	\$193.98
				Total may16-excise tax	\$9,074.28
Total 0					\$9,074.28
Total WA ST Dept of Revenue					
WA ST Patrol	159890		2016 - 06 - 06-20-16 Council		
		116008618			
			PD- Professional Services		\$44.25
			001-000-021-523-60-41-00	Professional Services	\$44.25
Total 159890					\$44.25
Total WA ST Patrol					
Washington Tractor	159891		2016 - 06 - 06-20-16 Council		
		1036128-343			
			Parks- supplies		\$188.80
			501-000-076-548-68-31-00	Supplies	\$188.80
Total 159891					\$188.80
Total Washington Tractor					
Wilbert Precast Inc	159892		2016 - 06 - 06-20-16 Council		
		1058557			
			Cemetery-Supplies		\$2,000.00
			404-000-000-536-20-34-00	Supplies For Resale-Liners	\$2,000.00
Total 159892					\$2,000.00
Total Wilbert Precast Inc					
Wilson Irrigation & Orchard Supply Inc	159893		2016 - 06 - 06-20-16 Council		
		1613037-IN			
			Parks- Supplies		\$31.10
			001-000-300-576-80-31-00	Supplies	\$31.10
Total 159893					\$31.10
Total Wilson Irrigation & Orchard Supply Inc					

Vendor Number Reference Account Number Description Amount

Yakama Nation TERO Fees Account 159894			2016 - 06 - 06-20-16 Council	
	2016 N Wasco/Sitcum Avenue Project streets, TERO 102-000-176-595-30-63-00		Capital Reconstruction-Schedule B-N Wasco/Sitcum Ave	\$6,430.68
Total 159894	Total 2016 N Wasco/Sitcum Avenue Project			\$6,430.68
Total Yakama Nation TERO Fees Account Yakima Bindery 159895	233384		2016 - 06 - 06-20-16 Council	\$6,430.68
Total 159895	Total 233384		city hall, operating 001-000-000-514-23-31-00	\$25.36
Total Yakima Bindery Yakima Chrysler Dodge Jeep Ram 159896	755796		Operating Supplies	\$25.36
Total 159896	Total 755796		2016 - 06 - 06-20-16 Council	\$25.36
Total Yakima Chrysler Dodge Jeep Ram Yakima CO Dept of Corrections 159897			PD- Interfund 001-000-021-521-22-45-95	\$13.33
Total 159897	May2016-14		Interfund Rental-ER&R	\$13.33
Total Yakima CO Dept of Corrections Yakima CO Development Assoc/New Vision 159898	8822		2016 - 06 - 06-20-16 Council	\$13.33
Total 159898	Total 8822		Jail-inmate housing 001-000-021-523-60-51-20	\$86.20
Total Yakima CO Development Assoc/New Vision			Yakima County Detention-Wapato Inmates	\$86.20
			city, membership 001-000-000-558-70-51-00	\$86.20
			Intergov'tal Prof Service	\$250.00
				\$250.00
				\$250.00

Vendor Number	Reference	Account Number	Description	Amount
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Yakima CO Public Service-Solid Waste Division 159899	2272763	2016 - 06 - 06-20-16 Council		
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	Total 2272763			
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Total 159899				
Total Yakima CO Public Service-Solid Waste Division				
Yakima Humane Society				
159900				

	May	2016 - 06 - 06-20-16 Council		
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	Total May			
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Total 159900				
Total Yakima Humane Society				
Yakima Industrial Electric Supply LLC				
159901				

	795	2016 - 06 - 06-20-16 Council		
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	Total 795			
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Total 159901				
Total Yakima Industrial Electric Supply LLC				
Yakima Valley Publishing Inc				
159902				

	40084	2016 - 06 - 06-20-16 Council		
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	Total 40084			
	40161			

	Total 40161			
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Total 159902				
Total Yakima Valley Publishing Inc				

Cemetery Repair Maint				\$42.88
404-000-000-536-20-48-00		Repair & Maintenance		\$42.88
				\$42.88

				\$1,750.00
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				\$1,750.00
				\$1,750.00

				\$1,750.00
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				\$1,750.00
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				\$1,301.61
				\$1,301.61
				\$1,301.61

				\$1,301.61
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				\$108.38
				\$108.38

				\$50.00
				\$50.00
				\$158.38
				\$158.38

				\$50.00
				\$50.00
				\$158.38
				\$158.38

				\$50.00
				\$50.00
				\$158.38
				\$158.38

Vendor	Number	Reference	Account Number	Description	Amount
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Yakima Watermill Inc
159903

2016 - 06 - 06-20-16 Council

6876-15106

Pool- Supplies

001-000-300-576-20-31-00

Supplies

\$8.64

\$8.64

Total 6876-15106

Total 159903

Total Yakima Watermill Inc

Grand Total

Vendor Count

88

\$8.64

\$8.64

\$8.64

\$8.64

\$485,026.19

City of Wapato					
6/5/2016					
		Amount	Amount	Reg Hrs	OT Hrs
001-000-000	Administrative	\$ 16,983.19		543.50	0.50
001-000-021	Law Enforcement	\$ 63,038.66		1,271.57	36.53
001-000-023	Corrections	\$ 20,635.14		512.00	16.00
001-000-022	Fire	\$ 5,242.13		96.00	
001-000-300	Public Works	\$ 2,866.05		56.40	12.00
Total Current Expense			\$ 108,765.17		
101-000-000	Street Fund		\$ 3,278.63	115.94	3.00
102-000-000	Street Grants		\$ 2,531.88	14.00	
401-000-000	Water Fund		\$ 17,684.00	503.31	30.00
402-000-000	Sewer Fund		\$ 21,118.33	622.90	14.00
403-000-000	Garbage Fund		\$ 260.37	8.90	
404-000-000	Cemetery Fund		\$ 4,240.39	90.25	49.00
420-000-000	Sewer Construction Fund		\$ 710.49	-	
502-000-000	Public Works Service Center		\$ 5,361.80	137.30	
			\$ 163,951.07	3,972.07	161.03



COUNCIL AGENDA ITEM

Meeting Date: June 20, 2016
Subject: Void Check
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmán, Mayor

SUMMARY:

There is one check for a refund for park rental deposit, 159769, for \$50.00. This check was processed previously.

ALTERNATIVES:

None

FISCAL IMPACTS:

None

RECOMMENDATION AND MOTION:

I recommend approval of voiding this check, 159769 for \$50.00.

The motion will be part of the consent agenda.

RESOLUTION NO. 2016-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING SELECTION OF A CONSULTING ARCHITECT FOR PRE-DESIGN SERVICES FOR A MUNICIPAL JUDICIAL COMPLEX

WHEREAS, the City of Wapato needs to select an architect firm to pre-design services for a municipal judicial complex; and,

WHEREAS, the City of Wapato has advertised for statement of qualifications and reviewed all documents as required by state law, and,

WHEREAS, upon reviewing the statement of qualifications it was determined that Architects West, Inc. is the best qualified candidate; and,

WHEREAS, the City Council of the City of Wapato believes that it is in the best interest of the residents of the City of Wapato to retain Architects West Inc.;

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

The City Council approves selection of Architects West Inc. to provide pre-design services to the City of Wapato for the Municipal Justice Complex and authorizes the Mayor to sign the attached agreement, herein as "Exhibit A."

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

Tony Guzmán, Mayor

ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer



Document B105™ – 2007

Standard Form of Agreement Between Owner and Architect for a Residential or Small Commercial Project

AGREEMENT made as of the Eighth day of June in the year Two Thousand Sixteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, address and other information)

City of Wapato
205 East Third Street
Wapato, WA 98951
Telephone Number: (509) 877-2334
Fax Number: (509) 877-3979

and the Architect:
(Name, address and other information)

Architects West, Inc.
210 E. Lakeside Avenue
Coeur d'Alene, ID 83814
Telephone Number: (208) 667-9402
Fax Number: (208) 667-6103

for the following Project:
(Name, location and detailed description)

Wapato Justice Facility Phase 1 – Pre-Design Study and Conceptual Design
Wapato, WA

The Owner and Architect agree as follows.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement in a manner consistent with locally accepted standards for professional skill and care. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

The following Tasks, consistent with the proposal letter dated May 4, 2016, attached hereto as Exhibit "A."

- Task 1 – Establish a Foundation for Planning
- Task 2 – Develop a Community Profile
- Task 3 – Develop Criminal Justice System Profile
- Task 4 – Develop Offender Profile
- Task 5 – Develop Detention Population Forecast
- Task 6 – Regional Area Bed Space Market Assessment
- Task 7 – Preliminary Space Needs Assessment
- Task 8 – Evaluate Potential Facility Locations
- Task 9 – Design Plan Options
- Task 10 – Cost Analysis
- Task 11 – Public Relations

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

State or local law may impose requirements on contracts for home improvements. If this document will be used for Work on the Owner's residence, the Owner should consult local authorities or an attorney to verify requirements applicable to this Agreement.

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Task 12 – Prepare Final Needs Assessment

In carrying out the above tasks, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining proposals and in awarding contracts for construction.

The Client guarantees full and free access for the Architect to enter upon all property required for the performance of the Architect's services under this Agreement.

Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees or agents.

OPINION OF PROBABLE COST. Since the Architect has no control over the cost of labor, materials, or equipment, or over the contractor's method of determining prices, or over competitive bidding or market conditions, his opinions of probable construction cost provided for herein are to be made on the basis of his experience and qualifications. These opinions represent his best judgment as a design professional familiar with the construction industry. However, the Architect cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him. If the owner wishes greater assurance as to the construction cost, he shall employ an independent cost estimator.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

All documents prepared or furnished by the Architect are instruments of service, and the Owner shall retain an ownership and property interest (including shared copyright and right of reuse) in such documents, whether or not the Project is completed.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the laws of the State of Washington. Neither party to this Agreement shall assign the contract as a whole or part without written consent of the other.

EXTENT OF AGREEMENT. This Agreement represents the entire and integrated agreement between the Owner and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Architect.

MEDIATION. It is understood and agreed that in the event any dispute, controversy, or conflict should arise during the design and construction of the project or following its completion, the parties hereto will cooperate in good faith and, if possible, resolve the issues without resort to arbitration or litigation. Should the parties be unable

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to reach agreement, an independent mediator will be selected to assist in a further effort to resolve the dispute prior to any arbitration or litigation.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be: \$50,760.00, according to the Schedule attached as Exhibit "B."

The costs described on Exhibit "B" are based on the scope of services described in Article 1. There may be variations that deviate from the preferred scope. In performing the work, it may become evident that more or less effort is required, and scope modifications may become necessary. Any scope changes will be discussed with and approved by an authorized representative of Owner prior to implementation. Architect shall not accrue any out-of-scope charges without the express, written approval of Owner.

The Owner shall pay the Architect an initial payment of zero (\$0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus ten (10%). Architect estimates that the total reimbursables shall be \$5,021.72. Architect shall not accrue, in the aggregate, reimbursable expenses in excess of \$1,000.00 above the estimate herein without the express, written approval of Owner.

Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of ten (10%) per annum, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide services not included in Article 1 for additional compensation. Such services may include providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the scope, quality or budget; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems, and administration services during construction; and services not completed within six (6) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

AUTHORIZATION TO PROCEED. Approval of this Agreement by the Client and the Architect will serve as written authorization for the Architect to proceed with the services called for in the Agreement. This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Mayor Tony Guzman

(Printed name and title)

ARCHITECT

(Signature)

Marcus Valentine, Principal

(Printed name and title)

Int.

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Architects West Inc.
Architecture • Landscape Architecture
210 East Lakeside Avenue, Coeur d'Alene, ID 83814
Ph: 208.667.0402 Fx: 208.667.8103
www.architectswest.com

May 4, 2016

Wapato Police Department
Attn: Rick Needham, Chief of Police
205 S. Simcoe Ave.
Wapato, WA 98951

RE: PRE-DESIGN SERVICES PROPOSAL
WAPATO JUSTICE FACILITY

Chief Needham,

Thank you for providing us the opportunity to propose our team's services for your new facility. After speaking with you and reviewing the existing facility conditions, there is no question that this project is overdue and necessary in order to effectively perform the duties of law enforcement. It will be our privilege to assist the City of Wapato and your department to create solutions for your facility needs and provide a foundation for growth into the future.

As established in the selection process, the project will be delivered in two phases. The first phase under consideration is the feasibility study, needs assessment, and conceptual design. The second phase will be to carry the conceptual design through to complete construction bid documents and the construction phase. This proposal addresses phase one services, with the approach and deliverables as identified in our statement of qualifications. As these tasks are explained there in detail, we would include those descriptions by reference.

The Statement of Qualifications identifies and describes the following Tasks in the service of Phase One:

- Task 1 – Establish a Foundation for Planning
- Task 2 – Develop a Community Profile
- Task 3 – Develop Criminal Justice System Profile
- Task 4 – Develop Offender Profile
- Task 5 – Develop Detention Population Forecast
- Task 6 – Regional Area Bed Space market Assessment
- Task 7 – Preliminary Space Needs Assessment
- Task 8 – Evaluate Potential Facility Locations
- Task 9 – Design Plan Options
- Task 10 – Cost Analysis
- Task 11 – Public Relations
- Task 12 – Prepare final Needs Assessment

As delineated in the attached hourly breakdown estimate, the majority of the 'heavy lifting' for Phase One will be performed in Tasks 1-6 by Mark Martin, our team's detention facility planning specialist. The architectural team will be assisting in Tasks 7-12, and would evolve into the lead role for Phase Two. Our team will work closely with City of Wapato's judicial planning team and finance director to achieve the optimal balance between project cost, program needs, potential income opportunities, operational and staffing expenditures, and growth/expansion/phasing. The completed project should not only address the purely pragmatic needs of the City, but also enhance the image of the City of Wapato and set a precedent for city revitalization and growth.

Chief Needham
May 4, 2016
Page 2

Fee:

Architects West proposes to separate the fees for Phases One and Two. Phase One will cover the above tasks, with assistance to the City of Wapato to pursue/obtain project funding. The fee for Phase Two services are proposed to be negotiated upon securing funding to proceed with the project design based on the conclusions of Phase One. Services for Phase Two are proposed to be based on the Washington State Public Projects Architect/Engineering Fee Schedule for the project type and budget.

Reimbursable expenses include actual expenditures made by the architect in the interest of the project. These include mileage at current IRS rates, lodging and subsistence, printing and reprographics. A 10% administrative fee is assessed on reimbursable expenses.

If the scope and fee structure presented meets with your approval, Architects West will generate an AIA B105 Form of Agreement, or proceed with the City of Wapato's standard professional services contract form for Phase One, for review and signature. Please let me know if you have any questions or require clarification regarding any aspect of this proposal.

Sincerely,

ARCHITECTS WEST, INC.



Marcus E. Valentine, AIA
Principal

MV:kah
Enc.



Proposal For Services - Phase One

Pre-Design Services - 12 wks.	PIC	PA	PM	PRC	DRAFT	ADMIN		
Needs Assessment								
Feasibility Study and Assessment				256.0				
Programming	8.0	40.0	16.0	8.0				
Site Selection Analysis	6.0	8.0	20.0			10.0		
Conceptual Floor Plans	8.0	36.0	8.0			40.0		
Roof Plan								
Exterior Elevations								
Interior Elevations								
Building Sections								
Wall Sections								
Enlarged Plans								
Stair Plans and Details								
Details								
Specifications								
Door Schedule								
Window Schedule								
Project Management								
Project Management	4.0	2.0	4.0					
Consultant Coordination Meetings								
Quality Control	4.0							
100% Review Conference	2.0	2.0	2.0	2.0				
Administrative Assistance							8.0	
Marcus Valentine (PIC)	32.0							\$140.00
Michael West (PA)		88.0						\$140.00
Mark Martin (PRC)				266.0				\$90.00
Kent Chadwell / Matt Krause (PA)			50.0					\$125.00
Drafter (DRAFT)					50.0			\$65.00
Administrative (ADMIN)						8.0		\$65.00
SUB-TOTAL Architectural Services								\$50,760.00
Civil Engineering								
Structural Engineering								
Mechanical Engineering								
Cost Estimating								
Electrical Engineering								
TOTAL Consulting								\$0.00
OH&P @ 10%								\$0.00
Pre-Design - Sub-total								\$50,760.00
Est. Reimbursables @ 2% of Arch. Services								\$1,015.20
Needs Assessment Est. Reimbursables								\$3,550.00
OH&P @ 10%								\$456.52
Total reimbursables								\$5,021.72
Basic Services Total								\$50,760.00
Total Estimated Reimbursables								\$5,021.72
Optional Services								
As-built documentation								TBD
Exterior Conceptual Renderings								TBD
Optional Services - Total								\$0.00

Approval By: 

Date: 5/4/2016

ARCHITECTS WEST, INC
HOURLY RATE SCHEDULE
JANUARY 1, 2015

Principal I	\$140.00
Senior Architect	\$125.00
Architect I	\$115.00
Architect II	\$90.00
Architect III	\$85.00
Architect Intern	\$80.00
Senior Landscape Architect I	\$115.00
Senior Landscape Architect II	\$100.00
Landscape Architect I	\$85.00
Landscape Architect II	\$70.00
Intern Landscape Architect	\$60.00
Draftsperson I	\$95.00
Draftsperson II	\$80.00
Draftsperson III	\$65.00
Draftsperson IV	\$50.00
Administrative I	\$65.00
Administrative II	\$45.00
WEB/Graphics/Drafting	\$75.00

**CARLSON WEST POVONDRA ARCHITECTS
HOURLY RATE SCHEDULE
MAY 1, 2015**

Principal/Designer: (Michael West)	\$140
Architect/Designer: (Matt Krause)	\$120
Construction Administrator:	\$100
Interior Designer:	\$100
Architectural Staff:	\$85
Construction Admin Staff:	\$85
Interior Design Staff:	\$85
Clerical/Admin:	\$65



COUNCIL AGENDA ITEM

Meeting Date: June 20, 2016

Subject: Resolution 2016-18 Interfund Loan for Municipal Judicial Complex

Prepared By: Susan Pearson, Clerk-Treasurer, and Richard Needham, Police Chief

Approved By: Tony Guzmán, Mayor pro tempore

SUMMARY:

Council requested to move forward in hiring a contractor to evaluate the possibility of a Municipal Judicial Complex for the City of Wapato. Police Chief Needham and Mayor Jesse Farias released a request for proposals (RFP) for the project. The RFP's were reviewed and the top few were interviewed. Architects West was chosen to be the provider of service. They have submitted an estimate of the costs to give Council the information that they need to make a decision. The estimate is \$50,760.00.

ALTERNATIVES:

Not to move forward evaluating the need for a Municipal Judicial Complex.

FISCAL IMPACTS:

It is recommended to borrow the money from Fund 410 Water Construction and repay it back with interest over the next three years from Current Expense.

This item will need to be budgeted when the next budget amendment is given to Council.

RECOMMENDATION AND MOTION:

I recommend approval of Resolution 2016-18. The motion would be to:

“Motion to approve Resolution 2016-18 as presented to borrow the money to pay the consultants for the assessment they will do for the Municipal Judicial Complex.”

RESOLUTION NO. 2016-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON AUTHORIZES AN INTERFUND LOAN FROM FUND 410, WATER CONSTRUCTION, TO FUND 001, CURRENT EXPENSE FOR INITIAL EXPLORATION OF A NEW MUNICIPAL JUDICIAL COMPLEX.

WHEREAS, there are not sufficient funds in Fund 001, Current Expense, to pay for the initial exploration of building a Municipal Judicial Complex , and

WHEREAS, it is in the City's best interest to Fund 001 to pay for experts to help Council make a choice on what is best for the City's Jail,

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

1. The sum not to exceed FIFTY-FIVE THOUSAND DOLLARS (\$55,000.00) shall be loaned to Fund 001 Current Expense from Fund 410, Water Construction.
2. This loan shall bear the interest from the LGIP April 2016 at .4288% per annum until repaid.
3. The loan shall be repaid by Fund 001 Current Expense Fund, as soon as sufficient revenue has been received but no later than three (3) years from the date of enactment.

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

Tony Guzman, Mayor

ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer

APPROVED AS TO FORM:



COUNCIL AGENDA ITEM

Meeting Date: June 20, 2016

Subject: 2017-2022 Six-Year TIP

Prepared By: Menglou Wang, PW Director

Approved By: Tony Guzman, Mayor

SUMMARY:

The City is required to update the Six-Year Transportation Improvement Program (TIP) each year. The deadline for the City Council to adopt the 2017-2022 Six-Year TIP is June 30, 2016. The Six-Year TIP report has been prepared by staff and a public hearing for the Six-Year TIP was held on June 6, 2016.

ALTERNATIVES:

- Approval with conditions

FISCAL IMPACTS:

There is no cost associated with the adoption of the Six-Year TIP.

RECOMMENDATION AND MOTION:

Council is asked to adopt the Six-Year TIP by resolution 2016-19.

RESOLUTION NO. 2016-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO,
WASHINGTON, ADOPTING THE SIX-YEAR TRANSPORTATION IMPROVEMENT
PROGRAM FOR THE YEARS 2017-2022.**

WHEREAS, by RCW 35.77 the City of Wapato is required to annually adopt a comprehensive transportation program for the ensuing six calendar years; and,

WHEREAS, a public hearing on the proposed Six-Year Transportation Improvement Program was properly published, notice was provided to the public and the hearing was held before the Wapato City Council on June 6, 2016 at 7:00 pm; and,

WHEREAS, the proposed program includes information related to City street projects and how the City shall expend monies on non-motorized transportation purposes, in compliance with RCW 35.77.010(2); and,

WHEREAS, the City Council of the City of Wapato finds that it is in the best interests of the residents of the City to approve the Six-Year Transportation Improvement Program for the years 2017-2022;

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

1. The Six-Year Transportation Improvement Program for the years 2017-2022 is hereby adopted. A copy of the adopted Six-Year TIP is attached hereto as Exhibit 1.
2. This resolution shall be effective immediately upon passage and being signed.

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

Tony Guzmán, Mayor

ATTEST:

Gloria Acosta, Deputy City Clerk-Treasurer



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
07	1	Resurfacing of West First Street West First Street Wapato Avenue to U.S. Hwy 97 Repair some subsurface sections, grind and overlay surface, and replace curb ramps and sidewalk	WA-07062	06/06/16	06/20/16		2016-19	05		0.450	CE	No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE		PE	2017		0	TIB	56,860	6,540	65,400
P	CN		CN	2018		0	TIB	462,690	51,410	514,100
					Totals	0		521,550	57,950	579,500

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	PE	65,400	0	0	0	0
Phase	CN	0	514,000	0	0	0
Totals		65,400	514,000	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	17	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
	2	Trader Street Reconstruction Trader Street Wapato Avenue to 3rd Street Pulverize and overlay, and install curb, gutter, sidewalk and drainage	WA-07063	06/06/16	06/20/16		2016-16	04	O	0.200	CE	No

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
S	PE	2017		0	TIB	395,240	44,360	443,600
S	CN	2017		0	TIB	450,000	50,000	500,000
Totals				0		450,000	50,000	500,000

Expenditure Schedule Phase	1st		2nd		3rd		4th		5th & 6th	
	2017	2018	2017	2018	2017	2018	2017	2018	2017	2018
PE	56,400	0	0	0	0	0	0	0	0	0
CN	443,600	0	0	0	0	0	0	0	0	0
Totals	500,000	0	0	0	0	0	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	17	Priority Number	3	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				9th Street Sidewalk Improvements 9th Street S. Camas Avenue to S. Wasco Ave Install sidewalks on south side of 9th Street.	WA-07067	06/06/16	06/2016		2016-19	28		0.330	CE	No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
		S	PE	2017		0	SRTS	52,025	0	52,025
		S	CN	2017		0	SRTS	350,825	30,000	380,825
					Totals	0		402,850	30,000	432,850

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE		52,025	0	0	0	0
CN		380,825	0	0	0	0
Totals		432,850	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	17	Priority Number	4	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Resurfacing of 9th Street and S. Camas Avenue 9th Street & S. Camas Ave S. Wasco Ave to S. 7th Street Repair some subsurface sections, and grind and overlay surface.	WA-08097	06/06/16	06/20/16		2016-19	D5		0.370 CE	CE	No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE			2017		0	TIB	46,800	5,200	52,000
P	CN			2017		0	TIB	367,200	40,800	408,000
Totals						0		414,000	46,000	460,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE		52,000	0	0	0	0
CN		408,000	0	0	0	0
Totals		460,000	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	17	Priority Number	5	B. STIP ID G. Structure ID WA-08183 06/06/16		Hearing	06/20/16	Adopted	06/20/16	Amendment		Resolution No.	2016-19	Improvement Type	05	Utility Codes		Total Length	0.260 CE	Environmental Type		RW Required	No
				F. Project Description 9th Street Pavement Overlay W. 9th Street U.S. Highway 97 to S. Wasco Ave Repair some subsurface section, and grind and overlay surface.																			

Funding Status	Phase	Phase Start Year (YYYY)		Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
		2017	2018						
P	PE				0	TIB	37,080	4,120	41,200
P	CN				0	TIB	291,420	32,360	323,800
				Totals	0		328,500	36,500	365,000

Expenditure Schedule Phase	Year				
	1st	2nd	3rd	4th	5th & 6th
PE	41,200	0	0	0	0
CN	0	323,800	0	0	0
Totals	41,200	323,800	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	Priority Number	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID	G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
19	6	French Lane & Kateri Lane Improvements French Lane and Kateri Lane S. Camas Ave to Blessed Kateri Apartment Complex Pave two-lane roadway and install curb, gutter, sidewalk and drainage.		WA-07183	06/06/16	06/20/16		2016-19	01		0.300	CE	Yes

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2017		0	OTHER	47,400		94,800
P	CN	2017		0	OTHER	372,600		745,200
Totals				0		420,000		840,000

Expenditure Schedule	Phase	1st	2nd	3rd	4th	5th & 6th
PE		94,800	0	0	0	0
CN		745,200	0	0	0	0
Totals		840,000	0	0	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
 County: Yakima
 MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	19	Priority Number	7	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Resurfacing of Keppler Way and Kateni Lane Keppler Way S. Camas Ave to Wapato Middle School Repair some subsurface sections, grind and overlay surface, and replace curb ramps and sidewalk.	WA-08877	06/06/16	06/20/16		2016-19	05		0.330	CE	No

Funding Status	Phase	Phase Start Year (YYYY)		Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
		2018	2019						
P	PE				0		0	40,300	40,300
P	CN				0		0	474,700	474,700
	Totals				0		0	515,000	515,000

Expenditure Schedule Phase	Phase Start Year (YYYY)				
	1st	2nd	3rd	4th	5th & 6th
PE	0	40,300	0	0	0
CN	0	0	474,700	0	0
Totals	0	40,300	474,700	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	19	Priority Number	8	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				South Wasco Avenue Improvements South Wasco Avenue W. 1st Street to W. 10th Street Reconstruct curb, gutter and sidewalk, and grind and overlay the surface.	WA-07180	06/06/16	06/20/16		2016-16	05		0.580	CE	No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE			2019		0		0	56,000	56,000
P	CN			2020		0		0	434,000	434,000
Totals						0		0	490,000	490,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE		0	0	56,000	0	0
CN		0	0	0	434,000	0
Totals		0	0	56,000	434,000	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	17	Priority Number	9	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	B. STP ID G. Structure ID WA-07174	Hearing	06/06/16	Adopted	06/20/16	Amendment	Resolution No.	2016-19	Improvement Type	04	Utility Codes	C G O P T	Total Length	0.330	CE	Environmental Type		RW Required	Yes
				North Track Road Reconstruction N. Track Road West 'A' Street to City Limits Reconstruct the subsurface and surface, and install curb, gutter, sidewalk and storm drainage, and relocate utilities as needed.																			

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021				0	T1B	120,510	13,390	133,900
P	CN	2022				0	T1B	981,990	109,110	1,091,100
Totals						0		1,102,500	122,500	1,225,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE	0	0	1	0	0	133,900
CN	0	0	0	0	0	1,091,100
Totals	0	0	1	0	0	1,225,000



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
 County: Yakima
 MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	17	Priority Number	10	A. PIN/Project No. C. Project Title D. Road Name or Number E. Begin & End Terminal F. Project Description	B. STIP ID G. Structure ID	Hearing	Adopted	Amendment	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				S. Wapato Avenue Improvements S. Wapato Ave 1st Street to 5th Street Improve intersections, repair some subsurface sections, grind and overlay surface, and plant street trees.	WA-08878	06/06/16	06/20/16		2016-19	05		0.500	CE	No

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2020	T1B		0	90,000		90,000	10,000	100,000
P	CN	2021	T1B		0	959,040		959,040	106,560	1,065,600
					Totals	0		1,049,040	116,560	1,165,600

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase	PE	0	0	0	100,000	0
	CN	0	0	0	0	1,065,600
Totals		0	0	0	100,000	1,065,600



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	19	Priority Number	11	B. STIP ID	WA-08170	Hearing	06/06/16	Adopted	06/20/16	Amendment		Resolution No.	2016-19	Improvement Type	04	Utility Codes		Total Length	0.170	CE	Environmental Type		RW Required	No
				G. Structure ID	North Ahtanum Avenue Improvements N. Ahtanum Avenue W. First St to North end of Ahtanum Reconstruct curb, gutter and sidewalk, and pave a two-lane road way																			

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE			2018		0		0	63,000	63,000
P	CN			2019		0		0	492,000	492,000
Totals						0		0	555,000	555,000

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
Phase						
PE		0	63,000	0	0	0
CN		0	0	492,000	0	0
Totals		0	63,000	492,000	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapalo
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	19	Priority Number	12	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description				B. STIP ID G. Structure ID	Resolution No.	Improvement Type	Utility Codes	Total Length	Environmental Type	RW Required
				Resurfacing of South Satus Avenue S. Satus Avenue E. 6th St. to E. 10th St Grind and overlay surface, and install curb, gutter sidewalk and drainage.	WA-07182	06/06/16	06/20/16	2016-19	05		0.180	CE	No	

Funding	Status	Phase	Phase Start Year (YYYY)		Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
			2019	2020						
	P	PE				0		0	45,300	45,300
	P	CN				0		0	356,200	356,200
			Totals			0		0	401,500	401,500

Expenditure Schedule	Phase	Phase Start Year (YYYY)					
		1st	2nd	3rd	4th	5th & 6th	Totals
	PE	0	0	45,300	0	0	0
	CN	0	0	0	356,200	0	0
	Totals	0	0	45,300	356,200	0	0



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapalo
 County: Yakima
 MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	16	Priority Number	13	A. PIN/Project No. B. STIP ID C. Project Title D. Road Name or Number E. Begin & End Termini F. Project Description	G. Structure ID WA-07176	Hearing	06/06/16	Adopted	06/20/16	Amendment	Resolution No.	2016-19	Improvement Type	04	Utility Codes	Total Length	0.100 CE	Environmental Type		RW Required	Yes
				U.S. Highway 97 and 9th Street Intersection Improvements U.S. Highway 97 & 8th Street Intersection to Improve intersection by reconstructing a round-about or install a traffic signal																	

Funding		Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021	WSDOT	86,500	13,500	100,000				
P	RW	2021	WSDOT	173,000	27,000	200,000				
P	CN	2022	WSDOT	778,500	121,500	900,000				
				Totals	1,038,000	162,000	1,200,000			

Expenditure Schedule		1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	0	100,000
RW	0	0	0	0	0	200,000
CN	0	0	0	0	0	900,000
Totals	0	0	0	0	0	1,200,000



Six Year Transportation Improvement Program From 2017 to 2022

Agency: Wapato
County: Yakima
MPO/RTPO: YVCOG

N Inside

Y Outside

Functional Class	00	Priority Number	14	B. STIP ID		Hearing	06/06/16	Adopted	06/20/16	Amendment		Resolution No.	2016-19	Improvement Type	28	Utility Codes	P	Total Length	0.820 CE	Environmental Type		RW Required	Yes
				G. Structure ID	WA-07185																		
				Trail Construction along North Track Road South side of North Track Road along BNSF railroad tracks City Limits to City Limits Pave asphalt trail																			

Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
P	PE	2021		0	Ped/Bike Program	34,020	3,780	37,800
P	CN	2022		0	Ped/Bike Program	267,480	297,200	297,200
	Totals			0		301,500	33,500	335,000

Expenditure Schedule Phase	Grand Totals for Wapato				
	1st	2nd	3rd	4th	5th & 6th
PE	0	0	0	0	37,800
CN	0	0	0	0	297,200
Totals	0	0	0	0	335,000

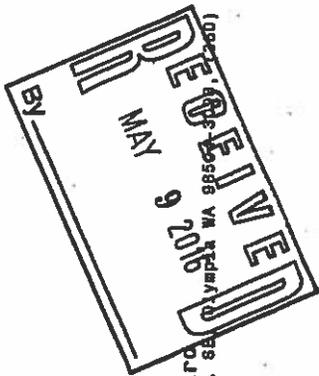
Funding Status	Phase	Phase Start Year (YYYY)	Federal Fund Code	Federal Funds	State Fund Code	State Funds	Local Funds	Total Funds
	Grand Totals for Wapato			0		6,027,940	3,036,510	9,064,450

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 05/06/2016
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF WAPATO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20160831

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. RODRIGUEZ, LIBERTO	EL COMPADRE SPORTS BAR AND FAMILY RESTAURANT 220 S WAPATO AVE WAPATO WA 98951 1345	401289	SPIRITS/BE/WH REST LOUNGE -



Washington State
Liquor and Cannabis Board
PO Box 43088, 3000 Pacific Ave., 621
Wapato, WA 98951-4308 (509) 864-1800



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



Washington State
Liquor and Cannabis Board
PO Box 43088, 3000 Pacific Ave. SE, Olympia WA 98504-3088, (360) 864-1600
www.liq.wa.gov Fax #: (360) 753-2710

May 06, 2016

Dear Local Authority:

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

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

1) Objection to License Renewal

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

o Detail the reason(s) for your objection, including a statement of all the facts upon which your objection or objections are based. You may include attachments and supporting documents which contain or confirm the facts upon which your objections are based.

o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

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

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

5) Procedure if Board Renews License Over Your Objection

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

For questions about this process, contact the WSLCB Licensing Division at (360) 664-1600 or email us at wsicb@liq.wa.gov.

Sincerely,

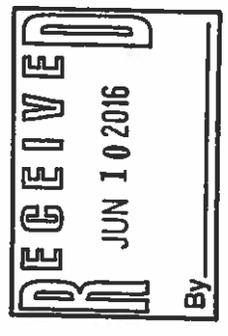
Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 664 07/10

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 06/06/2016
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF WAPATO
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20160930

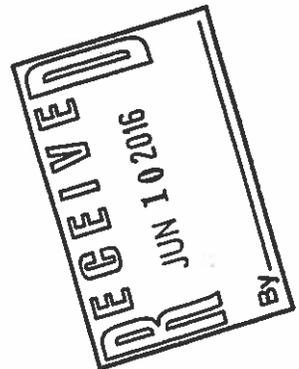
LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. AMERICAN LEGION, RUSSELL BARRETT POST NO. 133	AMERICAN LEGION RUSSELL BARRETT POST 133 210 3RD ST E WAPATO WA 98951 0000	355322	PRIVATE CLUB - SPIRITS/BEER/WINE
2. FAIR AVENUE MARKET LLC	WAPATO XPRESS MART 631 W 1ST ST WAPATO WA 98951 1107	407922	GROCERY STORE - BEER/WINE
3. LARA, KARINA H	LAS PALMAS RESTAURANT & NIGHTCLUB 109 S WAPATO AVE WAPATO WA 98951 1342	080520	SPIRITS/BE/WN REST LOUNGE -





Washington State
Liquor and Cannabis Board
PO Box 43088, 3000 Pacific Ave. SE, Olympia WA 98504-3088, (360) 664-1600

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





Washington State
Liquor and Cannabis Board
PO Box 43098, 3000 Pacific Ave. SE, Olympia WA 98504-3098, (360) 664-1600
www.liq.wa.gov Fax #: (360) 753-2710

June 06, 2016

Dear Local Authority:

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o Please note that whether a hearing will be granted or not is within the Board's discretion per RCW 66.24.010 (8)(d).

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

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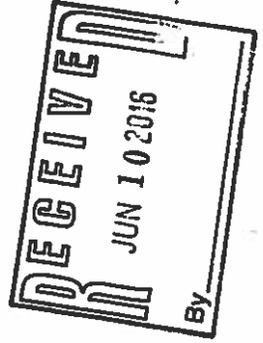
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After we receive your objection, our licensing staff will prepare a report for review by the Licensing Director. The report will include your letter of objection, as well as any attachments and supporting documents you send. The Licensing Director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

4) Procedure if Board Does Not Renew License

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

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



5) Procedure if Board Renews License Over Your Objection

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

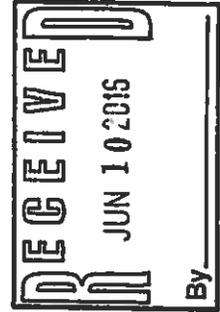
For questions about this process, contact the WSLCB Licensing Division at (360) 884-1800 or email us at wslcb@liq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

L10 884 07/10





COUNCIL AGENDA ITEM

Meeting Date: June 20, 2016
Subject: Bank Signature Card Resolutions
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmán, Mayor

SUMMARY:

Since we have a new Mayor, Mayor Pro tempore, and new staff members, this is the time to update who is approved to sign checks for the City in one of three different accounts. You will authorize the people that are listed to have access and/or be a signature on the account.

Resolution 2016-21 is the Key Bank resolution. This is our main checking account that the city functions on. Only the Mayor and I are allowed to make changes to this account.

Resolution 2016-22 is the Central Valley Bank-Court Bond Trust resolution. This bank account is where our Court puts bond payments until the court decides what happens with the funds. Only the Mayor and I are allowed to make changes to this account.

Resolution 2016-23 is the Central Valley Bank-Inmate Trust resolution. This bank account is where our jail put inmate funds. The inmate's family may put money in this account for the inmate to purchase commissary items. When the inmate leaves the facility, their remaining money is given back to them. Only the Mayor, Police Chief Needham, or I are allowed to make changes to this account.

ALTERNATIVES:

None, this is a compliance issue.

FISCAL IMPACTS:

None, this is a compliance issue.

RECOMMENDATION AND MOTION:

I recommend approval of all three resolutions at tonight's meeting.

The motion will be, "I make a motion to approve Resolution 2016-21 as presented to Council."

The motion will be, "I make a motion to approve Resolution 2016-22 as presented to Council."

The motion will be, "I make a motion to approve Resolution 2016-23 as presented to Council."

RESOLUTION NO. 2016-21

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO,
WASHINGTON, ON THE SUBJECT OF SIGNATURE AUTHORIZATION FOR KEY
BANK ACCOUNT NUMBER ENDING IN 7455**

WHEREAS, the City of Wapato needs to be able to do business in a timely manner with regards to banking transactions for Key Bank Account Number XXXXXX7455, and;

WHEREAS, in order to be able to do that business the City Council needs to determine who should be authorized to sign bank drafts and/or bank documents Key Bank Account Number XXXXXX7455, and;

WHEREAS, Key Bank is an FDIC insured bank, organized and existing under the laws of the state of Washington and the federal banking laws where the City of Wapato holds an account used for City business, and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Wapato to specifically outline those city personnel who are authorized to work with Key Bank Account Number XXXXXX7455,

NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, HEREBY
RESOLVES AS FOLLOWS:**

Section 1: That Key Bank is hereby designated a depository of the City of Wapato, a municipal corporation (hereinafter "City"), and that funds so deposited may be withdrawn upon a check, draft, note or order of the corporation. Endorsement for deposit shall be original, but in the case of the Mayor only, may be made by endorsement stamp, and shall bind the corporation to the same effect as though signed by the properly authorized officers(s) or agent(s).

Section 2: This "Corporate Authorization Resolution" authorizes the identified persons to sign on the account designated as Key Bank Account Number XXXXXX7455. Those persons are identified in Section 8 and 9 herein.

Section 3: Key Bank is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning the same, and whether such checks, drafts, notes or orders are payable to such persons in their official capacity, or their individual capacity.

Section 4: The persons below authorized to sign checks, drafts or orders of withdrawal by the City are likewise authorized to endorse checks, drafts, notes or orders payable to the City for the purpose of obtaining cash thereon. This resolution only authorizes the below persons to sign for monies from Key Bank Account Number XXXXXX7455. This resolution applies to no other accounts at Key Bank held by the City of Wapato.

Section 5: The persons herein authorized to act with respect to said account are empowered on behalf of the City to complete and execute any documents required by said bank consistent with this resolution, including but not limited to a signature card binding the City to the Rules and Regulations of said bank governing Checking Accounts, and to any changes, modifications, or additions thereto.

Section 6: Key Bank, shall have by reason of this resolution, full right and authority to rely upon the same, and it shall be binding on the City until rescinded or modified by resolution of the City Council, and a certified copy thereof served upon Key Bank.

Section 7: Signature evidence as provided will be used by Key Bank for all City of Wapato account identification. All other signature authorizations prior to this date are hereby revoked.

Section 8: The following facsimiles are authorized for the Key Bank Account Number XXXX7455 from this date forward:

<u>Name</u>	<u>Signature</u>	<u>Title</u>
Tony Guzmán	_____	Mayor

Section 9: The following signatures are authorized for the Key Bank Account Number XXXXXX7455 from this date forward:

<u>Name</u>	<u>Signature</u>	<u>Title</u>
Tony Guzmán	_____	Mayor
Frank Jaime	_____	Mayor Pro tempore
Susan Pearson	_____	Clerk-Treasurer
Gloria Acosta	_____	Deputy Clerk-Treasurer
Yuritzbi Olivas	_____	Deputy Clerk-Treasurer

PASSED AND APPROVED this _____ day of _____, 2016

Tony Guzmán, Mayor



COUNCIL AGENDA ITEM

Meeting Date: June 20, 2016
Subject: Bank Signature Card Resolutions
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmán, Mayor

SUMMARY:

Since we have a new Mayor, Mayor Pro tempore, and new staff members, this is the time to update who is approved to sign checks for the City in one of three different accounts. You will authorize the people that are listed to have access and/or be a signature on the account.

Resolution 2016-21 is the Key Bank resolution. This is our main checking account that the city functions on. Only the Mayor and I are allowed to make changes to this account.

Resolution 2016-22 is the Central Valley Bank-Court Bond Trust resolution. This bank account is where our Court puts bond payments until the court decides what happens with the funds. Only the Mayor and I are allowed to make changes to this account.

Resolution 2016-23 is the Central Valley Bank-Inmate Trust resolution. This bank account is where our jail put inmate funds. The inmate's family may put money in this account for the inmate to purchase commissary items. When the inmate leaves the facility, their remaining money is given back to them. Only the Mayor, Police Chief Needham, or I are allowed to make changes to this account.

ALTERNATIVES:

None, this is a compliance issue.

FISCAL IMPACTS:

None, this is a compliance issue.

RECOMMENDATION AND MOTION:

I recommend approval of all three resolutions at tonight's meeting.

The motion will be, "I make a motion to approve Resolution 2016-21 as presented to Council."

The motion will be, "I make a motion to approve Resolution 2016-22 as presented to Council."

The motion will be, "I make a motion to approve Resolution 2016-23 as presented to Council."

RESOLUTION NO. 2016-22

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO,
WASHINGTON, ON THE SUBJECT OF SIGNATURE AUTHORIZATION FOR
CENTRAL VALLEY BANK (HERITAGE BANK) ACCOUNT NUMBER ENDING IN
2892**

WHEREAS, the City of Wapato Court needs to be able to do business in a timely manner with regards to banking transactions for Central Valley Bank (Heritage Bank) Account Number 35302892, and;

WHEREAS, in order to be able to do that business the City Council needs to determine who should be authorized to sign bank drafts and/or bank documents Central Valley Bank (Heritage Bank) Account Number XXXX2892, and;

WHEREAS, Central Valley Bank (Heritage Bank) is an FDIC insured bank, organized and existing under the laws of the state of Washington and the federal banking laws where the City of Wapato holds an account used for City Court business, and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Wapato to specifically outline those city personnel who are authorized to work with Central Valley Bank (Heritage Bank) Account Number XXXX2892,

NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, HEREBY
RESOLVES AS FOLLOWS:**

Section 1: That Central Valley Bank (Heritage Bank) is hereby designated a depository of the City of Wapato, a municipal corporation (hereinafter "City"), and that funds so deposited may be withdrawn upon a check, draft, note or order of the corporation. Endorsement for deposit shall be original, but in the case of the Mayor only, may be made by endorsement stamp, and shall bind the corporation to the same effect as though signed by the properly authorized officers(s) or agent(s).

Section 2: This "Corporate Authorization Resolution" authorizes the identified persons to sign on the account designated as Central Valley Bank (Heritage Bank) Account Number XXXX2892. Those persons are identified in Section 8 and 9 herein.

Section 3: Central Valley Bank (Heritage Bank) is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning the same, and whether such checks, drafts, notes or orders are payable to such persons in their official capacity, or their individual capacity.

Section 4: The persons below authorized to sign checks, drafts or orders of withdrawal by the City are likewise authorized to endorse checks, drafts, notes or orders payable to the City for the purpose of obtaining cash thereon. This resolution only authorizes the below persons to sign for monies from Central Valley Bank (Heritage Bank) Account Number XXXX2892. This resolution applies to no other accounts at Central Valley Bank (Heritage Bank) held by the City of Wapato.

Section 5: The persons herein authorized to act with respect to said account are empowered on behalf of the City to complete and execute any documents required by said bank consistent with this resolution, including but not limited to a signature card binding the City to the Rules and Regulations of said bank governing Checking Accounts, and to any changes, modifications, or additions thereto.

Section 6: Central Valley Bank (Heritage Bank), shall have by reason of this resolution, full right and authority to rely upon the same, and it shall be binding on the City until rescinded or modified by resolution of the City Council, and a certified copy thereof served upon Central Valley Bank (Heritage Bank).

Section 7: Signature evidence as provided will be used by Central Valley Bank (Heritage Bank) for all City of Wapato account identification. All other signature authorizations prior to this date are hereby revoked.

Section 8: The following facsimiles are authorized for the Central Valley Bank (Heritage Bank) Account Number XXXX2892 from this date forward:

<u>Name</u>	<u>Signature</u>	<u>Title</u>
Tony Guzmán	_____	Mayor

Section 9: The following signatures are authorized for the Central Valley Bank (Heritage Bank) Account Number XXXX2892 from this date forward:

<u>Name</u>	<u>Signature</u>	<u>Title</u>
Tony Guzmán	_____	Mayor
Frank Jaime	_____	Mayor Pro tempore
Susan Pearson	_____	Clerk-Treasurer
Gloria Acosta	_____	Deputy Clerk-Treasurer
Yuritzbi Olivas	_____	Deputy Clerk-Treasurer

PASSED AND APPROVED this _____ day of _____, 2016



COUNCIL AGENDA ITEM

Meeting Date: June 20, 2016
Subject: Bank Signature Card Resolutions
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmán, Mayor

SUMMARY:

Since we have a new Mayor, Mayor Pro tempore, and new staff members, this is the time to update who is approved to sign checks for the City in one of three different accounts. You will authorize the people that are listed to have access and/or be a signature on the account.

Resolution 2016-21 is the Key Bank resolution. This is our main checking account that the city functions on. Only the Mayor and I are allowed to make changes to this account.

Resolution 2016-22 is the Central Valley Bank-Court Bond Trust resolution. This bank account is where our Court puts bond payments until the court decides what happens with the funds. Only the Mayor and I are allowed to make changes to this account.

Resolution 2016-23 is the Central Valley Bank-Inmate Trust resolution. This bank account is where our jail put inmate funds. The inmate's family may put money in this account for the inmate to purchase commissary items. When the inmate leaves the facility, their remaining money is given back to them. Only the Mayor, Police Chief Needham, or I are allowed to make changes to this account.

ALTERNATIVES:

None, this is a compliance issue.

FISCAL IMPACTS:

None, this is a compliance issue.

RECOMMENDATION AND MOTION:

I recommend approval of all three resolutions at tonight's meeting.

The motion will be, "I make a motion to approve Resolution 2016-21 as presented to Council."

The motion will be, "I make a motion to approve Resolution 2016-22 as presented to Council."

The motion will be, "I make a motion to approve Resolution 2016-23 as presented to Council."

RESOLUTION NO. 2016-23

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO,
WASHINGTON, ON THE SUBJECT OF SIGNATURE AUTHORIZATION FOR
CENTRAL VALLEY BANK (HERITAGE BANK) ACCOUNT NUMBER ENDING IN
5039**

WHEREAS, the City of Wapato Inmate Welfare needs to be able to do business in a timely manner with regards to banking transactions for Central Valley Bank (Heritage Bank) Account Number XXXXX5039, and;

WHEREAS, in order to be able to do that business the City Council needs to determine who should be authorized to sign bank drafts and/or bank documents Central Valley Bank (Heritage Bank) Account Number XXXXX5039, and;

WHEREAS, Central Valley Bank (Heritage Bank) is an FDIC insured bank, organized and existing under the laws of the state of Washington and the federal banking laws where the City of Wapato holds an account used for City Inmate Welfare business, and

WHEREAS, the City Council finds that it is in the best interest of the citizens of the City of Wapato to specifically outline those city personnel who are authorized to work with Central Valley Bank (Heritage Bank) Account Number XXXXX5039,

NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, HEREBY
RESOLVES AS FOLLOWS:**

Section 1: That Central Valley Bank (Heritage Bank) is hereby designated a depository of the City of Wapato, a municipal corporation (hereinafter "City"), and that funds so deposited may be withdrawn upon a check, draft, note or order of the corporation. Endorsement for deposit shall be original, but in the case of the Mayor only, may be made by endorsement stamp, and shall bind the corporation to the same effect as though signed by the properly authorized officers(s) or agent(s).

Section 2: This "Corporate Authorization Resolution" authorizes the identified persons to sign on the account designated as Central Valley Bank (Heritage Bank) Account Number XXXXX5039. Those persons are identified in Section 8 and 9 herein.

Section 3: Central Valley Bank (Heritage Bank) is hereby authorized and directed to honor and pay any checks, drafts, notes or orders so drawn, whether such checks, drafts, notes or orders be payable to the order of any such person signing and/or countersigning the same, and whether such checks, drafts, notes or orders are payable to such persons in their official capacity, or their individual capacity.

Section 4: The persons below authorized to sign checks, drafts or orders of withdrawal by the City are likewise authorized to endorse checks, drafts, notes or orders payable to the City for the purpose of obtaining cash thereon. This resolution only authorizes the below persons to sign for monies from Central Valley Bank (Heritage Bank) Account Number XXXXX5039. This resolution applies to no other accounts at Central Valley Bank (Heritage Bank) held by the City of Wapato.

Section 5: The persons herein authorized to act with respect to said account are empowered on behalf of the City to complete and execute any documents required by said bank consistent with this resolution, including but not limited to a signature card binding the City to the Rules and Regulations of said bank governing Checking Accounts, and to any changes, modifications, or additions thereto.

Section 6: Central Valley Bank (Heritage Bank), shall have by reason of this resolution, full right and authority to rely upon the same, and it shall be binding on the City until rescinded or modified by resolution of the City Council, and a certified copy thereof served upon Central Valley Bank (Heritage Bank).

Section 7: Signature evidence as provided will be used by Central Valley Bank (Heritage Bank) for all City of Wapato account identification. All other signature authorizations prior to this date are hereby revoked.

Section 8: The following facsimiles are authorized for the Central Valley Bank (Heritage Bank) Account Number XXXXX5039 from this date forward:

<u>Name</u>	<u>Signature</u>	<u>Title</u>
Tony Guzmán	_____	Mayor
Richard Needham	_____	Police Chief

Section 9: The following signatures are authorized for the Central Valley Bank (Heritage Bank) Account Number XXXXX5039 from this date forward:

<u>Name</u>	<u>Signature</u>	<u>Title</u>
Tony Guzmán	_____	Mayor
Frank Jaime	_____	Mayor Pro tempore
Susan Pearson	_____	Clerk-Treasurer
Gloria Acosta	_____	Deputy Clerk-Treasurer
Yuritzbi Olivas	_____	Deputy Clerk-Treasurer

Richard Needham	_____	Police Chief
Jacqueline Delgado	_____	Administrative Assistant to the Police Chief
Louis Santana	_____	Corrections Sergeant
Ray Hernandez	_____	Corrections Officer
Richard Martinez	_____	Corrections Officer
Esteban Salas, Jr	_____	Corrections Officer
Karlo Stephas	_____	Corrections Officer

PASSED AND APPROVED this _____ day of _____, 2016

Tony Guzmán, Mayor

ATTEST:

Gloria Acosta, Deputy City Clerk-Treasurer

Approved as to form:

Kellen Holgate, City Attorney

1st Touch Date: _____

2nd Touch Date: _____



COUNCIL AGENDA ITEM

Meeting Date: June 20, 2016
 Subject: DES Interagency Agreement Amendment
 Prepared By: Menglou Wang, PW Director
 Approved By: Tony Guzman, Mayor

BACKGROUND:

The City submitted a grant application to the State of Washington Department of Commerce in March 2016 to request funding to improve eight (8) city buildings for energy conservation. The grant application was prepared by Sunset Air Inc. in Olympia.

The project cost is approximately \$510,000. DOC has awarded the City a grant of \$313,797. The project costs and funding availability are shown below.

<u>Project Cost</u>		<u>Funding Available</u>	
Engineering & Design	\$ 31,336	DOC Grant	\$312,977
Construction	\$330,579	Energy Incentive	\$ 15,491
Construction Admin	\$ 72,100	Local Match	\$180,950
Subtotal	\$434,015	Total	\$509,418
DES Management	\$ 29,000		
DES Monitoring	\$ 4,000		
TERO	\$ 8,935		
Taxes	\$ 34,287		
Total Project Cost	\$510,237		

SUMMARY:

In 2014 the City entered into an Interagency Agreement (IAA) with DES for project management and monitoring. It has been more than two years and needs update. DES has drafted an amendment for the City Council approval. The City Attorney has reviewed the original IAA and its Amendment and recommended approval. DOC requires that the City and DES sign the IAA amendment before the DOC and the City enters into a grant agreement.

ALTERNATIVES:

- Require further information
- Not to approve

FISCAL IMPACTS:

The City will pay DES \$29,000 for project management and \$4,000 for monitoring. The total contract is \$33,000, which has been included in the project budget.

RECOMMENDATION AND MOTION:

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

RESOLUTION NO. 2016-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN THE INTERAGENCY AGREEMENT AMENDMENT WITH THE STATE OF WASHINGTON DEPARTMENT OF ENTERPRISE SERVICES FOR ENERGY CONSERVATION PROJECT MANAGEMENT AND MONITORING SERVICES.

WHEREAS, the City of Wapato has submitted an Energy Efficiency Grant application to the State of Washington Department of Commerce (DOC); and,

WHEREAS, the City of Wapato has been awarded an Energy Efficiency Grant for energy conservation improvements to the eight buildings owned by the City of Wapato; and,

WHEREAS, the City of Wapato entered into an Interagency Agreement with the State of Washington Department of Enterprise Services (DES) for the energy conservation project management and monitoring on February 21, 2014; and,

WHEREAS, the city Council of the City of Wapato finds that it is in the best interests of the residents of the City to amend the original Interagency Agreement with DES to provide for the approval of specific energy projects, and extend the period of performance to December 31, 2021,

Now, therefore, **THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:**

- 1: The City Council authorizes the Mayor to sign the interagency Agreement Amendment with DES. A copy of the original Interagency Agreement and its Amendment are 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

ATTEST:

Gloria Acosta, Deputy City Clerk-Treasurer

Interagency Agreement

Date: February 18, 2014

Department of Enterprise Services
Interagency Agreement No: K2685

**Interagency Agreement Between the
Department of Enterprise Services
and
City of Wapato**

This Agreement, pursuant to Chapter 39.34 RCW, is made and entered into by and between the Department of Enterprise Services, Facilities Division, Engineering & Architectural Services, hereinafter referred to as "DES", and the City of Wapato, hereinafter referred to as the "CLIENT AGENCY".

The purpose of this Agreement is to establish a vehicle for DES to provide future Energy/Utility Conservation Project Management and Monitoring Services to the CLIENT AGENCY and to authorize the development of the energy services proposal.

Now therefore, in consideration of the terms and conditions contained herein, or attached and incorporated by reference and made a part hereof, the above-named parties mutually agree as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" and Attachment "C", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A" and Attachment "C".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

2. Terms and Conditions

All rights and obligations of the parties to this Agreement shall be subject to and governed by the terms and conditions contained in the text of this Agreement.

The CLIENT AGENCY shall provide the Energy Services Company (ESCO) with any additional contract language necessary to comply with the requirements established under federal grants, the American Recovery & Reinvestment Act of 2009 (ARRA) and the Energy Efficiency and Conservation Block Grant (EECBG). The ESCO and their subcontractors are required to comply with all applicable federal regulations and reporting procedures.

3. Period of Performance

Subject to its other provisions, the period of performance of this master Agreement shall commence when this Agreement is properly signed, and be completed on **December 31, 2017** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the ESCO.

If monitoring and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

5. Billing Procedure

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES will invoice for any remaining services within 60 days of the termination of this Agreement.

6. Payment Procedure

The CLIENT AGENCY shall pay all invoices received from DES within 90 days of receipt of properly executed invoice vouchers. The CLIENT AGENCY shall notify DES in writing if the CLIENT AGENCY cannot pay an invoice within 90 days.

7. Non-Discrimination

In the performance of this Agreement, DES shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d), Section 504 of the Rehabilitation Act of 1973 (29 USC 794), and Chapter 49.60 RCW, as now or hereafter amended. DES shall not discriminate on the grounds of race, color, national origin, sex, religion, marital status, age, creed, Vietnam-Era and Disabled Veterans status, or the presence of any sensory, mental, or physical disability in:

- a) Any terms or conditions of employment to include taking affirmative action necessary to accomplish the objectives of this part and
- b) Denying an individual the opportunity to participate in any program provided by this Agreement through the provision of services, or otherwise afforded others.

In the event of DES's non-compliance or refusal to comply with the above provisions, this Agreement may be rescinded, canceled, or terminated in whole or in part, and DES declared ineligible for further Agreement with the CLIENT AGENCY. DES shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth therein.

8. Records Maintenance

The CLIENT AGENCY and DES shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. DES will retain all books, records, documents, and other material relevant to this agreement for six years after expiration; and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

9. Contract Management

- a. The CLIENT AGENCY Representative on this Agreement shall be:

Menglou Wang, P.E., Public Works Director
City of Wapato
205 East 3rd Street
Wapato, WA 98951
Telephone (509) 877-3622

The Representative shall be responsible for working with DES, approving billings and expenses submitted by DES, and accepting any reports from DES.

b. The DES Project Manager on this Agreement shall be:

Chris McCarthy
Department of Enterprise Services
Facilities Division
Engineering and Architectural Services
PO Box 41476
Olympia, WA 98504-1476
Telephone (509) 315-6701

Chris McCarthy will be the contact person for all communications regarding the conduct of work under this Agreement.

10. Hold Harmless

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

11. Agreement Alterations and Amendments

The CLIENT AGENCY and DES may mutually amend this Agreement. Such Amendments shall not be binding unless they are in writing and signed by personnel authorized to bind the CLIENT AGENCY and DES or their respective delegates.

12. Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon thirty (30) days written notification. If this Agreement is so terminated, the terminating party shall be liable only for performance in accordance with the terms of this Agreement for performance rendered prior to the effective date of termination.

13. Disputes

If a dispute arises under this Agreement, it shall be determined in the following manner: The CLIENT AGENCY shall appoint a member to the Dispute Board. The Director of DES shall appoint a member to the Dispute Board. The CLIENT AGENCY and DES shall jointly appoint a third member to the Dispute Board. The Dispute Board shall evaluate the dispute and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto.

14. Order of Precedence

In the event of an inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and State Statutes and Regulations
- b) Terms and Conditions
- c) Attachment "A", Project Management Scope of Work; Attachments "B", Project Management Fees; and Attachment "C", Monitoring Services Scope of Work, and
- d) Any other provisions of the Agreement incorporated by reference.

15. All Writings Contained Herein

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

AUTHORIZATION TO PROCEED

Agreed to and signed by:

City of Wapato

**Department of Enterprise Services
Facilities Division
Engineering & Architectural Services**



 Signature
 Jesse Farias

 Name
 Mayor

 Title
 2-19-14

 Date



 Signature
 William J. Frare, P.E.

 Name
 Public Works Administrator

 Title
 2-21-2014

 Date

The Department of Enterprise Services provides equal access for all people without regard to race, creed, color, religion, national origin, age, gender, sex, marital status, or disability. Contract information is available in alternative formats. For more information, please call Eddie Miller at (360) 407-9363.

K2685CityofWapatoem

ATTACHMENT A

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
3. Negotiate scope of work and fee for ESCO audit of the facility(s).
4. Assist in identifying appropriate project funding sources and assist with obtaining project funding.
5. Assist in negotiating the technical, financial and legal issues associated with the ESCO's Energy Services Proposal.
6. Review and recommend approval of ESCO energy/utility audits and Energy Services Proposals.
7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B

Fee Schedule

2013-15 Interagency Reimbursement Costs
for Project Management Fees to Administer
Energy/Utility Conservation Projects

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
3,000,001.....4,000,000.....	64,000.....	25,000
2,000,001.....3,000,000.....	60,000.....	23,400
1,500,001.....2,000,000.....	56,000.....	21,800
1,000,001.....1,500,000.....	49,500.....	19,300
900,001..... 1,000,000.....	42,000.....	16,400
800,001.....900,000.....	39,600.....	15,400
700,001.....800,000.....	36,800.....	14,400
600,001.....700,000.....	35,000.....	13,700
500,001.....600,000.....	32,400.....	12,600
400,001.....500,000.....	29,000.....	11,300
300,001.....400,000.....	24,800.....	9,700
200,001.....300,000.....	19,800.....	7,700
100,001.....200,000.....	13,800.....	5,400
50,001.....100,000.....	7,500.....	3,500
20,001.....50,000.....	4,000.....	2,000
0.....20,000.....	2,000.....	1,000

The project management fee on projects over \$6,000,000 is 1.1% of the project cost. The maximum DES termination fee is \$25,700.

1. These fees cover project management services for energy/utility conservation projects managed by DES's Energy Program.
2. Termination fees cover the selection and project management costs associated with managing the ESCO's investment grade audit and proposal that identifies cost effective conservation measures if the CLIENT AGENCY decides not to proceed with the project through DES.
3. If the project meets the CLIENT AGENCY's cost effectiveness criteria and the CLIENT AGENCY decides not to move forward with a project, then the CLIENT AGENCY will be invoiced per Attachment B Termination or \$25,700 whichever is less. If the CLIENT AGENCY decides to proceed with the project then the Agreement will be amended per Attachment B for Project Management Fee.
4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

ATTACHMENT C

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2013-133

If requested DES will provide the following monitoring services for each specific project for the CLIENT AGENCY.

1. Monitor actual energy use and dollar costs, compare with the ESCO's annual Measurement and Verification (M&V) report and any ESCO guarantee, resolve differences, if needed, and approve any vouchers for payment.
2. Monitor facility operations including any changes in operating hours, changes in square footage, additional energy consuming equipment and negotiate changes in baseline energy use which may impact energy savings.
3. Provide annual letter report describing the ESCO's performance, equipment performance and operation, energy savings and additional opportunities, if any, to reduce energy costs.

INTERAGENCY Amendment

Department of Enterprise Services

Date: June 6, 2016
Agreement No: K2685
Project No.: 2014-945
Amendment No: 1

**Interagency Agreement Between the
State of Washington
Department of Enterprise Services
and
City of Wapato**

The parties to this Agreement, the Department of Enterprise Services, Engineering & Architectural Services, hereinafter referred to as "DES", and City of Wapato, hereinafter referred to as the "CLIENT AGENCY", hereby amend the Agreement as follows:

1. Statement of Work

DES shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A-1" and Attachment "C-1", attached hereto and incorporated herein by reference. Unless otherwise specified, DES shall be responsible for performing all fiscal and program responsibilities as set forth in Attachment "A-1" and Attachment "C-1".

Energy/Utility Conservation projects shall be authorized by Amendment to this Agreement.

- 1.1 Energy Projects – Various Facilities outlined in the Sunset Air, Inc. Energy Project Energy Services Proposal dated March 3, 2016.**
- 1.2 Review of Measurement and Verification reports for the Energy Projects – Various Facilities outlined in the Sunset Air, Inc. Energy Project Energy Services Proposal dated March 3, 2016.**

Attachment "A" Scope of Work Energy/Utility Conservation Projects Management Services is revised to Attachment "A-1" and Attachment "C" Scope of Work Energy/Utility Conservation Projects Monitoring Services is revised to Attachment "C-1" to update the Statewide Energy Performance Contracting Program Master Energy Services Agreement number from Agreement No. 2013-133 to Agreement No. **2015-181**, attached hereto and incorporated herein by reference.

3. Period of Performance

Subject to its other provisions, the period of performance of this Agreement shall commence on February 21, 2014, and be completed on **December 31, 2021** unless altered or amended as provided herein.

4. Consideration

Compensation under this Agreement shall be by Amendment to this Agreement for each authorized project. Each Amendment will include a payment schedule for the specific project.

For Project Management Services provided by DES under Attachment "A-1" of this Agreement, the CLIENT AGENCY will pay DES a Project Management Fee for services based on the total project value per Project Management Fees Schedule set forth in Attachment "B-1".

If the CLIENT AGENCY decides not to proceed with an Energy/Utility Conservation project that meets the CLIENT AGENCY's cost effective criteria, then the CLIENT AGENCY will be charged a Termination Fee per Attachment "B-1". The Termination Fee will be based on the estimated Total Project Value outlined in the Energy Audit and Energy Services Proposal prepared by the Energy Services Company (ESCO).

If measurement and verification services are requested by the CLIENT AGENCY and provided by DES under Attachment "C-1" of this Agreement, the CLIENT AGENCY will pay DES \$2,000.00 annually for each year of monitoring and verification services requested.

Compensation for services provided by the ESCO shall be paid directly to the ESCO by the CLIENT AGENCY, after DES has reviewed, approved and sent the invoices to the CLIENT AGENCY for payment.

4.1 Energy Project Management Fee for the work described in Section 1.1 is \$29,000.000. Anticipated billing date for this Amendment is November 1 2017.

4.2 Measurement and Verification Fee for the work described in Section 1.2 is \$4,000.00. Anticipated billing dates for this Amendment are November 1, 2019 and 2020.

The new total Agreement value is \$33,000.00.

This Amendment also revises the Interagency Reimbursement Costs outlined in Attachment "B" of the Agreement to reflect the current DES project management fees. A new Attachment "B-1" is included with this Amendment.

5. Billing Procedure

DES shall submit a single invoice to the CLIENT AGENCY upon substantial completion of each authorized project, unless a project specified a Special Billing Condition in the Amendment. Substantial completion of the project will include the delivery and acceptance of closeout documents and commencement of energy savings notification. Each invoice will

clearly indicate that it is for the services rendered in performance under this Agreement and shall reflect this Agreement and Amendment number.

DES shall invoice the CLIENT AGENCY for any remaining services within 60 days of the termination of this Agreement.

Special Billing Condition: Section 1.2 in the Statement of Work. DES shall submit invoice to the CLIENT AGENCY annually for \$2,000.00 on or before November 1 each year, beginning in 2019 and ending in 2020, unless terminated earlier.

All sections above have been fully amended and are shown in their entirety.

All other terms and conditions of this Agreement remain in full force and effect. The requirements of RCW 39.34.030 are satisfied by the underlying Agreement and are incorporated by reference herein.

Each party signatory hereto, having first had the opportunity to read this Amendment and discuss the same with independent legal counsel, in execution of this document hereby mutually agree to all terms and conditions contained herein, and as incorporated by reference in the original Agreement.

City of Wapato

**Department of Enterprise Services
Engineering & Architectural Services**

Title Date

William J. Frare, P.E.
Assistant Director
Title Date

K2685am1em

ATTACHMENT A-1

Scope of Work Energy/Utility Conservation Projects Management Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2015-181

DES will provide the following project management services for each specific project for the CLIENT AGENCY. Each individual project shall be authorized by Amendment to this Agreement.

1. Assist the CLIENT AGENCY in the selection of an Energy Service Company (ESCO) consistent with the requirements of RCW 39.35A for local governments; or 39.35C for state agencies and school districts.
2. Assist in identifying potential energy/utility conservation measures and estimated cost savings.
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7. Provide assistance during the design, construction and commissioning processes.
8. Review and approve the ESCO invoice vouchers for payment.
9. Assist with final project acceptance.
10. Provide other services as required to complete a successful energy performance contract.

ATTACHMENT B-1

Fee Schedule

**2015-17 Interagency Reimbursement Costs
for Project Management Fees to Administer
Energy/Utility Conservation Projects**

<u>TOTAL PROJECT VALUE</u>	<u>PROJECT MANAGEMENT FEE</u>	<u>TERMINATION</u>
5,000,001.....6,000,000.....	\$66,000.....	25,700
4,000,001.....5,000,000.....	65,000.....	25,400
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4. If the audit fails to produce a project that meets the CLIENT AGENCY's established Cost Effectiveness Criteria, then there is no cost to the CLIENT AGENCY and no further obligation by the CLIENT AGENCY.

ATTACHMENT C-1

Scope of Work Energy/Utility Conservation Projects Monitoring Services

Statewide Energy Performance Contracting Program Master Energy Services Agreement No. 2015-181

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