

Wapato Council Chambers  
205 E Third Street

Monday, October 17, 2016  
7:00 PM



**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-October 3, 2016 pg 3-5
  - 2. Worksession Meeting-October 3, 2016 pg 6
- c. Approval of Claims and Payroll
  - 1. Claims Vouchers 10/17/2016 \$77,697.66 check numbers 160642-160646, 160669-160728 plus EFT payments pg 7-31
  - 2. Payroll Vouchers -10/5/2016 \$149,532.89 check numbers 160604-160641, 160668 plus direct deposit pg 32

**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 2016-35 AWC RMSA Interlocal Agreement Update pg 33-48
- b. Tiny's Tavern-501 W First St pg 49-52

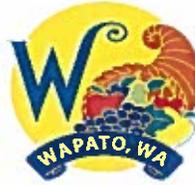
**11. NEW BUSINESS**

- a. Liquor License Renewal pg 53-56
  - 1. El Ranchito-117 S Wapato Ave
  - 2. Tienda De Abarrotes Los Amigos-209 S Wapato Ave
  - 3. Monarcas Restaurant-210 S Wapato Ave
- b. Resolution 2016-37 Comprehensive Plan Update Public Participation Plan pg 57-62
- c.

**12. CORRESPONDENCE**

<b>Mayor</b>
Tony Guzmán
<b>Mayor Pro tempore</b>
Frank Jaime
<b>Councilmembers</b>
Rick Foss
Rita Alvarado
Goliath Elwell Jr
Steve Diaz
Roberto Reyna
Keith Workman
<b>Administrative Staff:</b>
<b>City Attorney</b>
Kellen Holgate
<b>Clerk-Treasurer</b>
Susan Pearson
<b>Public Works Director</b>
Menglou Wang
<b>Police Chief</b>
Dave Simmons
<b>Fire Chief</b>
Santos Valdez

Wapato Council Chambers  
205 E Third Street



Monday, October 17, 2016  
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**REGULAR COUNCIL MEETING  
COUNCIL AGENDA**

**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**

- a. 64th Annual Filipino Community Harvest Dinner 10/23/16 pg 63
- b. Halloween Carnival 10/31/16 pg 64

**16. EXECUTIVE SESSION-None**

**17. ADJOURNMENT**

**CITY OF WAPATO**  
**Regular Council Meeting – Council Chambers**  
**Minutes of October 03, 2016**

**CALL TO ORDER:** Mayor Guzmán called the regular Council meeting of Tuesday, October 03, 2016 to order at 7:01 pm.

**PLEDGE OF ALLEGIANCE:** Councilmember Elwell led the Pledge of Allegiance.

**ROLL CALL:** Those in attendance included Mayor Tony Guzmán, and Councilmembers Rita Alvarado, Frank Jaime, Rick Foss, and Keith Workman.

**ABSENT:** Councilmembers Diaz and Reyna were 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.

**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 Workman to approve the agenda as presented. Motion carried unanimously.

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

b. Approval of Minutes

1. Regular Council meeting-September 19, 2016
2. Work Session Meeting-September 19, 2016

c. Approval of Claims and Payroll

1. Claims Vouchers 10/3/2016 \$1,443,306.37 check numbers 160534-160603 plus EFT payments
2. Payroll Vouchers -9/20/16 \$169,822.70 check numbers 160446-160457 plus direct deposit
3. Voided Check 16037 dated 9/6/16 and EFT dated 8/1/16

**WWTP-Progress Payment:** None

**AUDIENCE PARTICIPATION:** None

**PUBLIC HEARING:** None

**UNFINISHED BUSINESS:** None

**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: Tiny's Tavern-501 W. First St**

**Resolution 2016-35 AWC RMSA Contract Update**

**Resolution 2016-36 WWTP Upgrade Change Order #4:** PWD Wang recommends approval. Motion by Councilmember Alvarado, seconded by Councilmember Foss, 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.

**Revenue Hearing Date Set- November 7, 2016 at 7:00 pm:** CT Pearson recommends approval. Motion by Councilmember Alvarado, seconded by Councilmember Jaime, to make 11d an action item. Motion carried unanimously.

Motion by Councilmember Alvarado, seconded by Councilmember Jaime, to approve 11d as presented. Motion carried unanimously.

**Preliminary Budget Hearing Date Set- November 7, 2016 at 7:00 pm:** CT Pearson recommends approval. Motion by Councilmember Workman, seconded by Councilmember Jaime, to make 11e an action item. Motion carried unanimously.

Motion by Councilmember Workman, seconded by Councilmember Jaime, to approve 11e as presented. Motion carried unanimously.

**Civil Service Commission Appointee:** Motion by Councilmember Jaime, seconded by Councilmember Foss, to make 11f an action item. Motion carried unanimously.

Motion by Councilmember Jaime, seconded by Councilmember Alvarado, to approve 11f appointment of Erica Vela as presented. Motion carried unanimously.

**CORRESPONDENCE:** None

**DISCUSSION:** None

**DEPARTMENT REPORTS:**

**Mayor's Report:**

- Mayor Guzmán stated that he is diligently working with the Clerk Treasurer on the budget.

**Courts:**

- A report regarding revenues was provided in the packet.

**Police Department:** None

**Fire Department:** None

**Public Works Department:**

- Report: Please see attached Public Works Department Report.

**Admin/Finance:**

- CT Pearson handed out the Small Cities resource manual.
- CT Pearson thanked the Public Works Director for all his hard work on the projects in Wapato and the good articles that were published.
- CT Pearson stated that the Wapato police department have received the 2 new police cars.
- CT Pearson states that the City website is going through an upgrade.
- CT Pearson stated that she and Gloria Acosta will be in training on October 5-7, 2016.
- CT Pearson stated that she is working on the budget with the Mayor.

**Planning:**

- None

**FOR THE GOOD OF THE ORDER:** Tamale Festival October 8, 2016

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

There being no further business to come before the Council at this time, the meeting was adjourned at 7:26 p.m.

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Tony Guzmán, Mayor

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Gloria Acosta, Deputy Clerk-Treasurer

City of Wapato  
Work Session  
October 3, 2016

**CALL TO ORDER:** The work session of Monday, October 3, 2016 was opened at 6:35 pm.

**ROLL CALL:** Those in attendance included Mayor Tony Guzmán and Councilmembers Rick Foss, Frank Jaime, Goliah Elwell and Keith Workman, Public Works Director (PWD) Menglou Wang, Deputy Clerk-Treasurer (DCT) Gloria Acosta, , and City Treasurer (CT) Susan Pearson.

**ABSENT:** Councilmembers Stephen Diaz, Roberto Reyna and Rita Alvarado were excused.

**CITY STAFF ABSENT:** City Attorney (CA) Kellen Holgate, Fire Chief (FC) Santos Valdez were excused.

Those present were reminded that there would be no decisions or voting on any items on the agenda. Items on the regular council meeting agenda can be discussed. This will be an informational meeting only. The following agenda items were discussed.

**2017 Revenue Review:** CT Pearson explained and handed out information.

**First Avenue Extension- Water Line:** Nancy Wetch and Mike Meskimen with Gray and Osborne briefly explained the handout on the estimated construction cost. There was discussion.

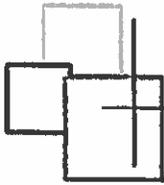
**Agenda Item Discussion:** None

**ADJOURNMENT:** The meeting was adjourned at 7:00 pm.

ATTEST:

\_\_\_\_\_  
Tony Guzmán, Mayor

\_\_\_\_\_  
Gloria Acosta, Deputy Clerk-Treasurer

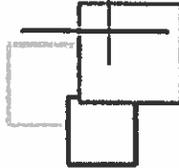


# Fund Transaction Summary

Transaction Type: Invoice  
Fiscal: 2016 - 10 - 10-17-16 Council

Fund Number	Description	Amount
001-000-000	Current Expense Fund	\$13,273.77
001-000-021	Law Enforcement	\$13,336.06
001-000-022	Fire Department	\$48.58
001-000-076	Recreation	\$235.26
001-000-300	Public Works	\$4,596.38
001-000-999	Non Revenues and Non Expenditures	\$5,727.26
002-000-000	Jail Profit Managerial Fund	\$3.82
003-000-000	3/10'S of 1% Yakima CO Tax CE Managerial Fund	\$349.67
101-000-000	Street Fund	\$7,714.11
102-000-166	9th Street Project-City Costs	\$400.23
170-000-000	CDBG Rehabilitation Fund	\$650.00
401-000-000	Water Fund	\$7,759.28
402-000-000	Sewer Fund	\$2,971.30
403-000-000	Garbage Fund	\$2,949.20
404-000-000	Cemetery Fund	\$1,882.70
410-000-022	Fire Dept Hydrant Maintenance-Lane VS Seattle	\$1,165.90
420-000-150	WWTP Upgrade USDA RD Interim Financing	\$20.29
501-000-011	Administration	\$115.04
501-000-021	Police Dept Vehicles	\$1,535.16
501-000-022	Fire Dept Vehicles	\$176.10
501-000-024	Building Dept Vehicles	\$88.64
501-000-034	Water Dept Vehicles & Equipment	\$135.97
501-000-035	Sewer Dept Vehicles & Equipment	\$64.85
501-000-036	Cemetery Vehicles & Equipment	\$204.98
501-000-042	Street Dept Vehicles & Equipment	\$228.54
501-000-048	PWSC Vehicles & Equipment	\$1,231.32
501-000-076	Parks Dept Vehicles & Equipment	\$170.27
502-000-000	Public Works Service Center	\$1,059.36
503-000-000	Information Technology Rental & Revolving	\$9,603.62
	<b>Count: 29</b>	<b>\$77,697.66</b>

# Voucher Directory



Vendor	Number	Reference	Account Number	Description	Amount
ABC Fire Control Inc	160669	187192	2016 - 10 - 10-17-16 Council		
			repair Maint		\$526.50
			001-000-021-523-60-48-00	Repair & Maintenance	\$526.50
		Total 187192			\$526.50
Total ABC Fire Control Inc	160670				\$526.50
Acosta, Gloria		10042016-miliage	2016 - 10 - 10-17-16 Council		
			admin- travel training		\$115.56
			001-000-000-514-23-43-00	Travel & Training	\$115.56
		Total 10042016-miliage			\$115.56
Total Acosta, Gloria	160671				\$115.56
American Medical Response		16637	2016 - 10 - 10-17-16 Council		
			PD- Local Inmate- Medical		\$203.99
			001-000-021-523-60-41-01	Local Inmate-Medical	\$203.99
		Total 16637			\$203.99
Total American Medical Response	160672				\$203.99
AMS		OCT2016-AMS	2016 - 10 - 10-17-16 Council		
			Court- legal couriers		\$30.00
			001-000-000-512-50-42-10	Communications-AMS	\$30.00
		Total OCT2016-AMS			\$30.00
Total AMS	160672				\$30.00

Vendor Number Reference Account Number Description Amount

Apple Valley Interpreting Service LLC  
160673 3300 2016 - 10 - 10-17-16 Council

Court- Interpreter- Servicers  
001-000-000-512-50-41-30 Prof Service-Interpreting Serv  
Total 3300 \$98.36  
\$98.36  
\$98.36

Total 160673  
Total Apple Valley Interpreting Service LLC  
APS Inc-Postage Purchase  
EFT Payment 10/14/2016 11:36:13 AM - 1 2016 - 10 - 10-17-16 Council

09212016-APS Inc Postage Purchase  
citywide postage 001-000-000-512-50-42-00 Communications-Postage \$318.50  
Court 001-000-000-514-23-42-00 Communications \$548.39  
Admin 001-000-021-521-10-42-00 Communications \$117.03  
Police Dept 001-000-022-522-10-42-00 Communication \$6.47  
Fire 402-000-000-535-50-42-00 Communications \$9.61  
PWD-Sewer

Total 09212016-APS Inc Postage Purchase  
Total APS Inc-Postage Purchase  
Arb, Susan C 160674 100416-Arb  
Total EFT Payment 10/14/2016 11:36:13 AM - 1 \$1,000.00  
\$1,000.00  
\$1,000.00

2016 - 10 - 10-17-16 Council  
Court- Pro Services- Judge tem  
001-000-000-512-50-41-06 Prof Service-Judge Pro tem \$75.00

Total 100416-Arb  
Total 160674  
Total Arb, Susan C  
Architects West P.A 160675

2016 - 10 - 10-17-16 Council  
PD-BLDG- Pro Services  
001-000-021-521-50-41-21 Professional Services-Municipal Judicial Complex  
Feasibility Study \$5,331.42  
\$5,331.42  
\$5,331.42

Total 8744  
Total 160675  
Total Architects West P.A

Vendor Number Reference Account Number Description Amount

Arrow Construction Supply, Inc. 160676	181843	2016 - 10 - 10-17-16 Council		
		Street- Supplies		\$6,401.17
		101-000-000-542-30-31-00	Supplies	\$6,401.17
	Total 181843			\$6,401.17
Total Arrow Construction Supply, Inc. Backflow Management Inc (BMI) 160677	8352	2016 - 10 - 10-17-16 Council		
		Water- Prof Services	Professional Services	\$1,954.00
		401-000-000-534-80-41-00		\$1,954.00
	Total 8352			\$1,954.00
Total Backflow Management Inc (BMI) Banking Charges	EFT Payment 10/14/2016 11:36:13 AM - 2 10112016-key1	2016 - 10 - 10-17-16 Council		
		misc- banking charges	Miscellaneous-Banking Fees	\$703.81
		001-000-000-514-23-49-61		\$703.81
	Total 10112016-key1			\$703.81
	10122016-key2			
		miscs-banking cahrges	Miscellaneous-Banking Fees	\$429.00
		001-000-000-514-23-49-61		\$429.00
	Total 10122016-key2			\$1,132.81
Total EFT Payment 10/14/2016 11:36:13 AM - 2				\$1,132.81
Total Banking Charges Bratwear Group LLC 160678	19964	2016 - 10 - 10-17-16 Council		
		PD- Supplies Uniforms	Supplies-Uniforms	\$397.61
		001-000-021-521-22-31-10		\$397.61
	Total 19964			\$397.61
Total Bratwear Group LLC Carey Motors 160679	134649-500	2016 - 10 - 10-17-16 Council		
		Err- PWSC	Supplies	\$53.65
		501-000-048-548-68-31-00		\$53.65
	Total 134649-500			\$53.65
Total Carey Motors				\$53.65

Vendor Number Reference Account Number Description Amount

Carquest Auto Parts 160680	6389-370062-126	2016 - 10 - 10-17-16 Council		
	Err- Police Parts			\$44.90
	501-000-021-548-68-31-00	Supplies		\$44.90
Total 6389-370062-126				\$44.90
Total 160680				
Total Carquest Auto Parts				
Cascade Analytical Inc 160681	232932	2016 - 10 - 10-17-16 Council		
	Sewer- Supplies			\$63.86
	402-000-000-535-80-41-00	Professional Services		\$63.86
	Sewer			\$63.86
Total 232932				
Total 160681				
Total Cascade Analytical Inc				
Chambers Auto Supply 160682	160682	2016 - 10 - 10-17-16 Council		
	502-000-000-548-78-31-00	Supplies		(\$16.25)
Total 160682				(\$16.25)
Total 160682				(\$16.25)
NS 160682	NS 160682	2016 - 10 - 10-17-16 Council		
	correction			\$16.25
	502-000-000-548-78-31-00	Supplies		\$16.25
Total NS 160682				\$0.00
Total NS 160682				
Total Chambers Auto Supply				
Charm-Tex 160683	0127224-IN	2016 - 10 - 10-17-16 Council		
	PD - Supplies			\$342.48
	001-000-021-523-60-31-00	Supplies		\$342.48
Total 0127224-IN				
0128152-IN	0128152-IN	2016 - 10 - 10-17-16 Council		
	PD-Supplies			\$55.80
	001-000-021-523-60-31-00	Supplies		\$55.80
Total 0128152-IN				\$398.28
Total 160683				\$398.28
Total Charm-Tex				



Vendor	Number	Reference	Account Number	Description	Amount
			101-000-000-542-90-47-00	Utilities	\$325.74
			1671.11 Wapato Ave Garbage Cans		
			101-000-000-542-90-47-00	Utilities	\$801.31
			1671.1 Wapato Ave Tree Irrigation		
			101-000-000-542-90-47-00	Utilities	\$50.77
			2005.0 Third St Island Irrigation		
			402-000-000-535-80-47-00	Utilities	\$270.48
			1671.5 Sewer Facility Water/Sewer		
			402-000-000-535-80-47-00	Utilities	\$62.14
			2326.0 Sewer Facility Irrigation		
			502-000-000-548-78-47-00	Utilities	\$191.41
			1671.7 100 French Lane		
			Total 082116-092016		\$6,999.83
			Total 160685		\$6,999.83
Total City of Wapato-Utilities					\$6,999.83
Culligan of Yakima	160686				
			2016 - 10 - 10-17-16 Council		
			0160455		
			PD- Supplies		
			001-000-021-521-10-31-00	Operating Supplies	\$48.33
			police, supplies		
			Total 0160455		\$48.33
Total Culligan of Yakima					\$48.33
Day Wireless Systems	160687				
			2016 - 10 - 10-17-16 Council		
			191226-136		
			PD- Wireless Modern		
			001-000-021-521-22-48-00	Repair & Maintenance	\$838.06
			Total 191226-136		\$838.06
Total Day Wireless Systems					\$838.06
Edge Construction Supply	160688				
			2016 - 10 - 10-17-16 Council		
			010408		
			Street- Supplies		
			101-000-000-542-30-31-00	Supplies	\$83.11
			Total 010408		\$83.11
Total Day Wireless Systems					\$83.11
Edge Construction Supply	160689				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$66.27
			Total 012319		\$66.27
Total Day Wireless Systems					\$66.27
Edge Construction Supply	160690				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$149.38
			Total 012319		\$149.38
Total Day Wireless Systems					\$149.38
Edge Construction Supply	160691				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$66.27
			Total 012319		\$66.27
Total Day Wireless Systems					\$66.27
Edge Construction Supply	160692				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$149.38
			Total 012319		\$149.38
Total Day Wireless Systems					\$149.38
Edge Construction Supply	160693				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$66.27
			Total 012319		\$66.27
Total Day Wireless Systems					\$66.27
Edge Construction Supply	160694				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$149.38
			Total 012319		\$149.38
Total Day Wireless Systems					\$149.38
Edge Construction Supply	160695				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$66.27
			Total 012319		\$66.27
Total Day Wireless Systems					\$66.27
Edge Construction Supply	160696				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$149.38
			Total 012319		\$149.38
Total Day Wireless Systems					\$149.38
Edge Construction Supply	160697				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$66.27
			Total 012319		\$66.27
Total Day Wireless Systems					\$66.27
Edge Construction Supply	160698				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$149.38
			Total 012319		\$149.38
Total Day Wireless Systems					\$149.38
Edge Construction Supply	160699				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$66.27
			Total 012319		\$66.27
Total Day Wireless Systems					\$66.27
Edge Construction Supply	160700				
			2016 - 10 - 10-17-16 Council		
			012319		
			Shop- Supplies		
			502-000-000-548-78-31-00	Supplies	\$149.38
			Total 012319		\$149.38
Total Day Wireless Systems					\$149.38



Vendor Number Reference Account Number Description Amount

Gene Weinmann Consulting 160693	201609	2016 - 10 - 10-17-16 Council		
		Admin-Pro Services 170-000-000-559-30-41-10	Professional Service-Loan Mgt	\$650.00
Total 160693	Total 201609			\$650.00
Total Gene Weinmann Consulting HD Fowler Company 160694	I4329568	2016 - 10 - 10-17-16 Council		\$650.00
	Total I4329568	FD- Supplies 410-000-022-594-22-31-00	Operating Supplies	\$134.22
	I4336646			\$134.22
	Total I4336646	FD- Supplies 410-000-022-594-22-31-00	Operating Supplies	\$149.19
	I4337620			\$149.19
	Total I4337620	FD- Supplies 410-000-022-594-22-31-00	Operating Supplies	\$845.08
Total 160694	Total I4337620			\$845.08
Total HD Fowler Company Human Resources and Management Solutions 160695	november2016HRMS	2016 - 10 - 10-17-16 Council		\$1,128.49
		Admin- Pro Services 001-000-000-514-23-41-00	Professional Services	\$1,128.49
	Total november2016HRMS			\$1,128.49
Total 160695	Total november2016HRMS			\$2,036.00
Total Human Resources and Management Solutions Ideal Lumber & Hardware Inc 160696	119059	2016 - 10 - 10-17-16 Council		\$2,036.00
	Total 119059	Library-Supplies 001-000-300-572-50-31-00	Supplies	\$18.33
	119223			\$18.33
	Total 119223	Sewer Construction-Supplies 420-000-150-594-35-31-00	Supplies	\$20.29
				\$20.29



Jose's Hardware Store  
160699

2016 - 10 - 10-17-16 Council

66842	FD- Supplies 410-000-022-594-22-31-00	Operating Supplies	\$11.85
Total 66842 66900			\$11.85
Total 66900 67762	FD-Supplies 410-000-022-594-22-31-00	Operating Supplies	\$6.46
Total 67762 67767	PWSC- Supplies 502-000-000-548-78-31-00	Supplies	\$15.74
Total 67767 67811	PWSC- Supplies 502-000-000-548-78-31-00	Supplies	\$8.39
Total 67811 67966	PWSC- Supplies 502-000-000-548-78-31-00	Supplies	\$14.12
Total 67966 68095	PD-Operating Supplies 001-000-021-521-22-31-00	Operating Supplies	\$6.46
Total 68095 68188	PWSC supplies 502-000-000-548-78-31-00	Supplies	\$2.04
Total 68188 68189	FD- Repair 001-000-022-522-50-48-00	Repair & Maintenance	\$17.77
Total 68189 68194	Library- Supplies 001-000-300-572-50-31-00	Supplies	\$25.83
Total 68194	PWSC- Supplies 502-000-000-548-78-31-00	Supplies	\$8.08



Vendor	Number	Reference	Account Number	Description	Amount
	106-1664061-8733808		4818-PD Supplies		
			001-000-021-521-50-35-00	Small Tools & Equipment	\$171.35
	<b>Total 106-1664061-8733808</b>				<b>\$171.35</b>
	106-8969028-9935464		4818-PD- Small Tools & Equipment		
			001-000-021-521-22-35-00	Small Tools & Equipment	\$95.48
	<b>Total 106-8969028-9935464</b>				<b>\$95.48</b>
	20161007-29		5625-PWSC- training		
			502-000-000-548-78-49-00	Miscellaneous	\$125.00
	<b>Total 20161007-29</b>				<b>\$125.00</b>
	46551		2034-Council registration		
			001-000-000-511-60-43-00	Travel & Training	\$45.00
	<b>Total 46551</b>				<b>\$45.00</b>
	552165584412		4818- PD Supplies		
			001-000-021-521-50-35-00	Small Tools & Equipment	\$220.87
	<b>Total 552165584412</b>				<b>\$220.87</b>
	671152		4818-pd training		
			001-000-021-521-10-49-50	Miscellaneous-Registrations-Training	\$10.17
	<b>Total 671152</b>				<b>\$10.17</b>
	846-27431198		4818-PD- Supplies		
			001-000-021-521-10-31-00	Operating Supplies	\$11.99
	<b>Total 846-27431198</b>				<b>\$11.99</b>
	8743-744994		4818-pd training		
			001-000-021-521-10-49-50	Miscellaneous-Registrations-Training	\$25.05
	<b>Total 8743-744994</b>				<b>\$25.05</b>
	8743-745008		4818-pd Training		
			001-000-021-521-10-49-50	Miscellaneous-Registrations-Training	\$19.70
	<b>Total 8743-745008</b>				<b>\$19.70</b>
	INV00265211		2034-citywide website hosting		
			503-000-000-518-81-49-00	Miscellaneous	\$290.00
	<b>Total INV00265211</b>				<b>\$290.00</b>
	<b>Total 160701</b>				<b>\$2,081.89</b>
	<b>Total Keybank</b>				<b>\$2,081.89</b>

Vendor	Number	Reference	Account Number	Description	Amount
Kite Med Consultants LLC	160702		2016 - 10 - 10-17-16 Council		
	11202016		pd-local inmate		
			001-000-021-523-60-41-01	Local Inmate-Medical	\$532.50
			001-000-021-523-60-41-03	Contract Inmate-Medical	\$1,597.50
	Total 11202016				\$2,130.00
Total Kite Med Consultants LLC	160702				\$2,130.00
Mcllrath Family Farm Market	160703		2016 - 10 - 10-17-16 Council		
	65576		jail-food supplies		
			001-000-021-523-60-31-01	Supplies-Jail Food	\$18.68
	Total 65576				\$18.68
	65620		jailfood-ssupplies		
			001-000-021-523-60-31-01	Supplies-Jail Food	\$25.52
	Total 65620				\$25.52
Total Mcllrath Family Farm Market	160703				\$44.20
Misc Refunds	160642		2016 - 10 - 10-17-16 Council		
	09302016-Cristy Fiander R# 118286		Park- Shelter A- Large refund	Cristy Fiander	\$50.00
			001-000-999-589-90-00-76	Non Expenditure-Refund Park Deposit	\$50.00
	Total 09302016-Cristy Fiander R# 118286				\$50.00
Total 160642	160643		2016 - 10 - 10-17-16 Council		
	10/02/2016-Victoria lopez R# 117494		Community center-rental refund	victoria Lopez	
			001-000-999-589-90-00-77	Non-Expenditure-Refund Community Center Deposit	\$250.00
	Total 10/02/2016-Victoria lopez R# 117494				\$250.00
Total 160643	160644		2016 - 10 - 10-17-16 Council		
	10/01/2016- Angelica Martinez R#117369		Comm- center refund	Angelca Martinez	
			001-000-999-589-90-00-77	Non-Expenditure-Refund Community Center Deposit	\$250.00
	Total 10/01/2016- Angelica Martinez R#117369				\$250.00
Total Misc Refunds	160644				\$550.00

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
Morton's Supply Inc	160704				
		0411268-FD	2016 - 10 - 10-17-16 Council		
			FD- Supplies		
			001-000-022-522-50-48-00	Repair & Maintenance	\$24.34
					\$24.34
		Total 0411268-FD			
		0413647	Street- Supplies	Supplies	\$400.23
			102-000-166-595-10-31-00		\$400.23
		Total 0413647			
		0413960	Water- Supplies	Supplies	\$43.82
			401-000-000-534-50-31-00		\$43.82
		Total 0413960			\$468.39
					\$468.39
Total 160704					
Total Morton's Supply Inc					
Nuvodia LLC	160705				
		INV00034067	2016 - 10 - 10-17-16 Council		
			Admin- Pro Services		
			503-000-000-518-81-41-00	Professional Services	\$6,482.22
		Total INV00034067			\$6,482.22
					\$6,482.22
Total 160705					
Total Nuvodia LLC					
Office Depot Business Solutions	160706				
		866131139001	2016 - 10 - 10-17-16 Council		
			PWSC- Supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$61.00
				city hall, office supplies	\$61.00
		Total 866131139001			
		867596403001	Cityhall supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$28.03
				city hall, office supplies	\$28.03
		Total 867596403001			
		867596463001	Cityhall- Supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$120.46
				city hall, office supplies	\$120.46
		Total 867596463001			

Vendor	Number	Reference	Account Number	Description	Amount
	867596464001				
			Cityhall- Supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$47.26
				city hall, office supplies	
			<b>Total 867596464001</b>		<b>\$47.26</b>
			868344219001		
			Cityhall- Supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$42.91
				city hall, office supplies	
			<b>Total 868344219001</b>		<b>\$42.91</b>
			868344431001		
			Cityhall-supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$163.08
				city hall, office supplies	
			<b>Total 868344431001</b>		<b>\$163.08</b>
			<b>Total 160706</b>		<b>\$462.74</b>
			<b>Total Office Depot Business Solutions</b>		<b>\$462.74</b>
			One Call Concepts Inc		
			160707		
			6099113	2016 - 10 - 10-17-16 Council	
			PWSC Supplies		
			401-000-000-534-50-41-00	Professional Services	\$21.12
				water, locate svc.	
			<b>Total 6099113</b>		<b>\$21.12</b>
			<b>Total 160707</b>		<b>\$21.12</b>
			<b>Total One Call Concepts Inc</b>		<b>\$21.12</b>
			Oxarc Inc		
			160708	2016 - 10 - 10-17-16 Council	
			62721-00		
			FD- Cap outlay- Equipment		
			003-000-000-594-22-64-00	Cap Outlay-Equipment-Fire Dept	\$349.67
			<b>Total 62721-00</b>		<b>\$349.67</b>
			<b>Total 160708</b>		<b>\$349.67</b>
			<b>Total Oxarc Inc</b>		<b>\$349.67</b>
			Pape Material Handling Inc		
			160709	2016 - 10 - 10-17-16 Council	
			7716924		
			Err- PSWC- gas tanks for fork lift		
			501-000-048-548-68-48-00	Repair & Maintenance	\$209.48
			<b>Total 7716924</b>		<b>\$209.48</b>
			<b>Total 160709</b>		<b>\$209.48</b>
			<b>Total Pape Material Handling Inc</b>		<b>\$209.48</b>

Vendor	Number	Reference	Account Number	Description	Amount
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Pearson, Susan P	160710		2016 - 10 - 10-17-16 Council		
	1000262815		Admin-training hotel		
			001-000-000-514-23-42-00	Communications	\$401.04
	Total 1000262815				\$401.04
	10102016-mileage		Admin-training mileage		
			001-000-000-514-23-42-00	Communications	\$104.00
	Total 10102016-mileage				\$104.00
	737147		admin-training meal		
			001-000-000-514-23-42-00	Communications	\$37.29
	Total 737147				\$37.29
Total Pearson, Susan P	Total 160710				\$542.33
Securus Technologies	160711		2016 - 10 - 10-17-16 Council		
	153026		PD- Inmate Welfare		
			001-000-021-523-60-34-00	Inmate Welfare Inventory/resale	\$826.10
	Total 153026				\$826.10
Total Securus Technologies	Total 160711				\$826.10
Six Robblees Inc	160712		2016 - 10 - 10-17-16 Council		
	3-623822-320		ERR- PWSC		
			501-000-048-548-68-31-00	Supplies	\$86.51
	Total 3-623822-320				\$86.51
Total Six Robblees Inc	Total 160712				\$86.51
Spili-Yi Floral Gift & Collectable	160713		2016 - 10 - 10-17-16 Council		
	2387		Street- Misc		
			101-000-000-542-30-31-00	Supplies	\$12.95
	Total 2387				\$12.95
Total Spili-Yi Floral Gift & Collectable	Total 160713				\$12.95

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
SupplyWorks	160714			2016 - 10 - 10-17-16 Council	
		379290281	Sewer-Supplies 402-000-000-535-50-31-00	Supplies	\$88.55
		Total 379290281			\$88.55
		379290299	Cityhall-Supplies 001-000-000-518-30-31-00	Operating Supplies	\$182.48
		Total 379290299			\$182.48
		379669740	Sewer- Supplies 402-000-000-535-50-31-00	Supplies	(\$44.36)
		Total 379669740			(\$44.36)
		379669757	Sewer-Supplies 402-000-000-535-50-31-00	Supplies	\$62.03
		Total 379669757			\$62.03
Total SupplyWorks	Total 160714				\$288.70
The Markets LLC	160715			2016 - 10 - 10-17-16 Council	
		84615522076	Pwsc-Misc 502-000-000-548-78-49-00	Miscellaneous	\$10.00
		Total 84615522076			\$10.00
		84622831198	Street-Misc 101-000-000-542-30-49-00	Misellaneous	\$17.45
		Total 84622831198			\$17.45
Total The Markets LLC	Total 160715				\$27.45
Tony Nelson	160716			2016 - 10 - 10-17-16 Council	
		#2016-11	Admin-Supplies 001-000-000-514-23-41-00	Professional Services	\$1,000.00
		Total #2016-11			\$1,000.00
Total Tony Nelson	Total 160716				\$1,000.00
US Bank Voyager Fleet Systems					\$1,000.00

Vendor Number Reference Account Number Description Amount

EFT Payment 10/14/2016 11:36:13 AM - 3 2016 - 10 - 10-17-16 Council

10142016-US Bank Voyager Fleet System

Account Number	Description	Amount
501-000-011-548-68-32-00 Citywide- Fuel admin	Fuel	\$115.04
501-000-021-548-68-32-00 pd	Fuel	\$199.82
501-000-021-548-68-32-00 pd	Fuel	\$26.16
501-000-021-548-68-32-00 pd	Fuel	\$136.12
501-000-021-548-68-32-00 pd	Fuel	\$31.52
501-000-021-548-68-32-00 pd	Fuel	\$171.69
501-000-021-548-68-32-00 pd	Fuel	\$115.86
501-000-021-548-68-32-00 pd	Fuel	\$223.48
501-000-021-548-68-32-00 pd	Fuel	\$149.50
501-000-021-548-68-32-00 pd	Fuel	\$46.15
501-000-021-548-68-32-00 pd	Fuel	\$223.35
501-000-021-548-68-32-00 pd	Fuel	\$42.51
501-000-021-548-68-32-00 jail	Fuel	\$124.10
501-000-022-548-68-32-00 fire	Fuel	\$137.64
501-000-022-548-68-32-00 fire	Fuel	\$38.46
501-000-024-548-68-32-00 Bldg	Fuel	\$88.64
501-000-034-548-68-32-00 water	Fuel	\$135.97
501-000-035-548-68-32-00 sewer	Fuel	\$45.86
501-000-035-548-68-32-00 sewer	Fuel	\$18.99
501-000-036-548-68-32-00 cemetery	Fuel	\$99.48



Vendor	Number	Reference	Account Number	Description	Amount
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US Bank-Safekeeping Department	160718	386000164	09-01-16 to 09-30-16	2016 - 10 - 10-17-16 Council	
			admin-investment cost		
			001-000-000-514-23-49-62	Miscellaneous-Investment Fees	\$24.00
			monthly maint.		
			09-01-16 to 09-30-16		
Total 160718					\$24.00
Total US Bank-Safekeeping Department					\$24.00
Valley Septic Service LLC	160719	135854		2016 - 10 - 10-17-16 Council	
			Cemetery- Supplies	Utilities	\$73.37
			404-000-000-536-20-47-00	cemetary toilet rental	\$73.37
Total 135854					\$73.37
Total Valley Septic Service LLC	160720	9772414559-PD		2016 - 10 - 10-17-16 Council	
Verizon Wireless-Modems			PD- Utilites	Communications	\$294.89
			001-000-021-521-22-42-00	Police Car Modems	\$294.89
Total 9772414559-PD					\$294.89
Total Verizon Wireless-Modems	160721	1282		2016 - 10 - 10-17-16 Council	
Vision Forms, LLC			Admin- Supplies	Miscellaneous	\$867.68
			001-000-000-514-23-49-00	Miscellaneous	\$135.63
			401-000-000-534-50-49-00		\$1,003.31
Total 1282					\$1,003.31
Total Vision Forms, LLC	160722	09-4781		2016 - 10 - 10-17-16 Council	
Vision Municipal Solutions			Admin- training	Professional Services	\$556.00
			001-000-000-514-23-41-00		\$556.00
Total 09-4781					\$556.00
Total Vision Municipal Solutions					\$556.00

Vendor Number Reference Account Number Description Amount

WA ST Dept of Licensing  
 EFT Payment 10/14/2016 11:36:13 AM - 4 2016 - 10 - 10-17-16 Council  
 WA0000078- ISaiah Hawke Aranda  
 PD- Gun Permit Concealed pistol  
 001-000-999-586-21-00-00 Gun Permits-Concealed Pistols \$18.00  
 Total WA0000078- ISaiah Hawke Aranda \$18.00  
 wa0000082-Miguel Angel Rivera  
 PD-Gun Permit- Concealed pistols  
 001-000-999-586-21-00-00 Gun Permits-Concealed Pistols \$18.00  
 Total wa0000082-Miguel Angel Rivera \$18.00  
 WA0000083-Francisco Armando Solis  
 PD- Gun Permit- Concealed Pistol  
 001-000-999-586-21-00-00 Gun Permits-Concealed Pistols \$18.00  
 Total WA0000083-Francisco Armando Solis \$54.00  
 Total EFT Payment 10/14/2016 11:36:13 AM - 4 \$54.00

Total WA ST Dept of Licensing  
 WA ST Dept of Revenue  
 EFT Payment 10/14/2016 11:36:13 AM - 5 2016 - 10 - 10-17-16 Council  
 1022016-WASTDR  
 citywide-sale tax  
 001-000-999-586-13-00-44 Sales Tax - Jail \$10.49  
 002-000-000-523-60-44-00 Sales Tax \$3.82  
 401-000-000-534-10-44-00 Prof Service-Wast Dor-Excisetx \$5,395.77  
 402-000-000-535-10-44-00 Sales & Excise Tax \$1,961.63  
 403-000-000-537-10-44-00 Sales & Excise Tax \$2,949.20  
 404-000-000-536-20-44-00 Sales & Excise Tax \$121.03  
 404-000-000-586-00-00-00 Agency Type Disbursements \$179.87  
 Total 1022016-WASTDR \$10,621.81  
 Total EFT Payment 10/14/2016 11:36:13 AM - 5 \$10,621.81  
 Total WA ST Dept of Revenue \$10,621.81

August2016-WASTOFTREASURE  
 Admin- Pro services  
 001-000-999-586-10-00-00 Agency Dist-Building Permit FE \$4.50  
 001-000-999-586-83-00-00 Agency Disb-St-Trauma Care \$119.94  
 001-000-999-586-83-00-31 Agency Dist-Auto Theft Prevent \$237.41  
 001-000-999-586-83-00-32 Agency Dist-Trau Brain Injury \$45.38  
 001-000-999-586-88-00-00 Agency Dist-St-Psea 3 \$57.64  
 001-000-999-586-89-00-09 Court-WSP Hiway Acct \$45.85  
 001-000-999-586-89-00-14 Court-Hwy Safety Acct \$12.83  
 001-000-999-586-89-00-15 Court-Death Inv Acct \$8.09  
 001-000-999-586-91-00-00 Agency Disbb-St-Psea 1 \$2,323.02  
 001-000-999-586-92-00-00 Agency Disb-St-Psea 2 \$1,410.35

Vendor	Number	Reference	Account Number	Description	Amount
			001-000-999-586-96-00-00	Lab/Breath Test	\$9.75
			001-000-999-586-97-00-00	Agency Dist-St-Jls	\$560.78
			001-000-999-586-99-00-00	Agency Disb-St-Sch Zone Safety	\$191.26
					\$5,026.80
					\$5,026.80
					\$5,026.80
<b>Total 160723</b>					
<b>Total WA ST Office of the Treasurer</b>					
<b>WA ST Patrol</b>	<b>160724</b>				
			2016 - 10 - 10-17-16 Council		
			117002342		
			PD- Pro services		
			001-000-021-521-10-41-00	Professional Services	\$44.25
					\$44.25
					\$44.25
<b>Total 117002342</b>					
<b>Total WA ST Patrol</b>					
<b>Washington Tractor</b>	<b>160725</b>				
			2016 - 10 - 10-17-16 Council		
			1139456		
			Cemetery- Supplies		
			501-000-036-548-68-31-00	Supplies	\$11.32
					\$11.32
					\$11.32
<b>Total 1139456</b>					
<b>Total Washington Tractor</b>					
<b>Water Deposit-Refund for Closed Account</b>	<b>160645</b>				
			2016 - 10 - 10-17-16 Council		
			1394.0 Chavez Angelia & Luis		
			Water- Refund		
			401-000-000-343-40-00-00	Water Services	\$2.14
			401-000-000-589-90-00-34	over payment	
				Non Expenditure-Return of Utility Deposit	\$150.00
				Refund	
					\$152.14
					\$152.14
<b>Total 1394.0 Chavez Angelia &amp; Luis</b>					
<b>Total 160645</b>					
<b>160646</b>					
			2016 - 10 - 10-17-16 Council		
			1811.0-Salvador Navarro 104 W Ninth St		
			water- refund		
			401-000-000-343-40-00-00	Salvador Navarro	\$31.80
			401-000-000-589-90-00-34	Water Services	\$25.00
				Non Expenditure-Return of Utility Deposit	\$56.80
					\$56.80
					\$208.94
<b>Total 1811.0-Salvador Navarro 104 W Ninth St</b>					
<b>Total 160646</b>					
<b>Total Water Deposit-Refund for Closed Account</b>					

Vendor Number Reference Account/Number Description Amount

Wilbert Precast Inc	160726		2016 - 10 - 10-17-16 Council	
	1062376			
		Cemetery- Supplies		\$1,310.00
		404-000-000-536-20-34-00	Supplies For Resale-Liners	\$1,310.00
Total 160726	1062376			\$1,310.00
Total Wilbert Precast Inc				\$1,310.00
Yakima CO Dept of Corrections	160727		2016 - 10 - 10-17-16 Council	
	10042016-YCDC			
		pd- yakima co Dentantion		\$186.97
		001-000-021-523-60-51-40	Yakima County Detention-Wapato Medical	\$186.97
Total 160727	10042016-YCDC			\$186.97
Total Yakima CO Dept of Corrections				\$186.97
Yakima CO Public Service-Solid Waste Division	160728		2016 - 10 - 10-17-16 Council	
	2285586			
		cem-garbage		\$50.57
		404-000-000-536-20-47-00	Utilities	\$50.57
Total 160728	2285586			\$50.57
Total Yakima CO Public Service-Solid Waste Division				\$50.57
Yakima CO Treasurer-Crime Victims	160729		2016 - 10 - 10-17-16 Council	
		August2016-crimevictims		
		Agency Disb-Co Reimb-crim VIC		\$85.97
		001-000-999-586-12-00-00	Agency Disb-CO Reimb-Crime Vic	\$85.97
Total 160729		August2016-crimevictims		\$85.97
Total Yakima CO Treasurer-Crime Victims				\$85.97
Yakima Health District	160730		2016 - 10 - 10-17-16 Council	
	8031099			
		PD- pro services		\$359.00
		001-000-021-523-60-41-00	Professional Services	\$359.00
Total 160730	8031099			\$359.00
Total Yakima Health District				\$359.00

Vendor Number	Reference	Account Number	Description	Amount
Yakima Humane Society 160731	15288039	2016 - 10 - 10-17-16 Council		
		Cityhall supplies		
		001-000-000-554-30-41-00	Prof Service-Humane Society	\$1,750.00
			human society contract	
Total 160731	Total 15288039			\$1,750.00
Total Yakima Humane Society				\$1,750.00
Yakindo Web Designs Inc 160732	539	2016 - 10 - 10-17-16 Council		
		Admin- pro Services		\$925.00
		503-000-000-518-81-41-00	Professional Services	\$925.00
	Total 539			\$925.00
Total 160732	Vendor Count	71		\$925.00
Total Yakindo Web Designs Inc				\$925.00
Grand Total				\$77,697.66

City of Wapato					
10/5/2016					
		<b>Amount</b>	<b>Amount</b>	<b>Reg Hrs</b>	<b>OT Hrs</b>
001-000-000	Administrative	\$ 17,057.87		496.00	0.75
001-000-021	Law Enforcement	\$ 43,417.77		971.24	4.00
001-000-023	Corrections	\$ 19,710.48		450.00	51.50
001-000-022	Fire	\$ 13,541.45		1,161.00	
001-000-076	Community Center	\$ 19.60			
001-000-300	Public Works	\$ 2,118.30		48.56	
<b>Total Current Expense</b>			<b>\$ 95,865.46</b>		
101-000-000	Street Fund		\$ 4,426.78	98.70	15.00
102-000-000	Street Grants		\$ 1,148.69	28.00	
401-000-000	Water Fund		\$ 17,542.35	444.80	14.00
402-000-000	Sewer Fund		\$ 20,961.54	551.79	8.00
403-000-000	Garbage Fund		\$ 401.42	8.80	
404-000-000	Cemetery Fund		\$ 2,512.93	70.30	5.00
410-000-135	Water Construction Fund		\$ 1,346.34	40.00	
502-000-000	Public Works Service Center		\$ 5,327.38	120.05	
			<b>\$ 149,532.89</b>	<b>4,489.24</b>	<b>98.25</b>

**RESOLUTION 2016-35**

**A RESOLUTION OF THE CITY OF WAPATO APPROVING THE  
INTERLOCAL AGREEMENT WITH THE ASSOCIATION OF  
WASHINGTON CITIES (AWC) RISK MANAGEMENT SERVICE  
AGENCY (RMSA) AND ITS MEMBERS**

**WHEREAS**, the Association of Washington Cities Risk Management Service Agency (AWC RMSA), authorized and formed under RCW 48.62, offers pooled self-insurance providing cost stability and the potential for long-term savings; and

**WHEREAS**, AWC RMSA is sponsored by the Association of Washington Cities as a service to Washington cities and towns; and

**WHEREAS**, the City of Wapato has reviewed and analyzed the AWC RMSA Interlocal agreement, bylaws, and coverages; with legal counsel for consistency with city code/charter, of the City of Wapato; and

**WHEREAS**, the City of Wapato acknowledges that after becoming a member of the AWC RMSA, the City of Wapato shall be subject to assessments and any future reassessments as required by statute and the AWC RMSA; and

**WHEREAS**, the City of Wapato concludes that the Interlocal Agreement of the AWC RMSA would be beneficial in managing the municipal risks involved in providing services to our citizens;

**NOW, THEREFORE**, the City of Wapato does hereby agree to enter into and abide by the Interlocal agreement, which, along with this Resolution, constitutes a contract between the City of Wapato and the AWC RMSA.

**PASSED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Frank Jaime, Mayor Pro tem

**ATTEST:**

\_\_\_\_\_  
Gloria Acosta, Deputy Clerk-Treasurer

**INTERLOCAL AGREEMENT OF  
THE ASSOCIATION OF WASHINGTON CITIES  
RISK MANAGEMENT SERVICE AGENCY  
(AWC-RMSA)**

Effective January 1, 2017

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**INTERLOCAL AGREEMENT:  
OF THE ASSOCIATION OF WASHINGTON CITIES  
RISK MANAGEMENT SERVICE AGENCY**

**PREAMBLE**

State law authorizes the formation of pooling organizations to provide insurance, to reduce the amount and frequency of the Members' losses, and to decrease the cost incurred by the Members in the handling and litigation of claims. This Agreement provides for self-insurance pooling and/or the economical purchase of Insurance coverage for Local Governmental Entities. This Agreement is made and entered into in the State of Washington by and among the Members organized and existing under the Constitution or laws of the State of Washington, hereinafter collectively referred to as "Members", and individually as "Member", which are parties signatory to this Agreement.

**RECITALS**

**WHEREAS**, Chapter 48.62 RCW provides that two or more local governmental agencies may, by Interlocal Agreement, provide insurance for any purpose by one or more of certain specified methods;

**WHEREAS**, the Association of Washington Cities, the sponsoring entity, of the Risk Management Service Agency ("Agency"), would like to maintain the long-standing relationship that has been achieved over the years because of the mutual goals of both entities, which is to support all cities and towns in Washington State;

**WHEREAS**, the Association of Washington Cities as sponsor of the Agency desires to provide its Members, as well as other Local Governmental Entities, the opportunity to jointly self-insure or pool their primary risks to enhance their ability to control their insurance programs and coverages;

**WHEREAS**, each of the parties to this Agreement desires to join together with the other parties for the purpose of pooling their self-insured losses and jointly purchasing excess insurance and administrative services in connection with a Joint Self-insurance program for said parties; and

**WHEREAS**, it appears economically feasible and practical for the parties to this Agreement to do so;

**NOW, THEREFORE**, in consideration of all of the mutual benefits, covenants and agreements contained herein the parties hereto agree as follows:

**ARTICLE 1  
Definitions**

The following definitions shall apply to the provisions of this Agreement:

- 1.1 "Administrative Agent," shall mean the Association of Washington Cities that provides the contracted administrative services for the Agency.
- 1.2 "Agency" shall mean the Association of Washington Cities Risk Management Service Agency (RMSA).
- 1.3 "Agreement" shall mean the Interlocal Agreement, however amended, among and between the Agency and the Members.

- 1.4 **"Assessment"** shall mean the monies paid by the Members to the Agency.
- 1.5 **"Association"** shall mean the Association of Washington Cities.
- 1.6 **"Board of Directors"** or **"Board"** shall mean the governing body of the Risk Management Service Agency (RMSA) as duly elected by the members of the Agency.
- 1.7 **"Bylaws"** shall mean the document(s) that provides for the governance and operation of the Agency. **"Bylaws"** mean the Bylaws adopted by the Board of Directors of the Agency and all duly adopted amendments and revisions thereto, however amended.
- 1.8 **"Claim(s)"** means a demand for payment for damages against the Agency arising out of occurrences within the Coverage Agreement; or policy benefit because of the occurrence of an event that includes, but is not limited to, the destruction or damage of property or reputation, bodily injury or death and alleged civil rights violations.
- 1.9 **"Coverage Agreement"** shall mean the coverage document(s) established by the Board of Directors and intended to address the general claim operations of the Agency.
- 1.10 **"Excess insurance"** shall mean that insurance purchased or other financing arrangements made on behalf of the Agency to protect the funds of the Agency against catastrophes or against an unusual frequency of losses during a single year.
- 1.11 **"Fiscal Year"** shall mean that period of 12 months, from January 1 to December 31, which is established as the fiscal year of the Agency.
- 1.12 **"Insurance"** shall mean and include self-insurance through a funded program and/or commercial insurance contract.
- 1.13 **"Interlocal Agreement"** means an Agreement established under the Interlocal Cooperation Act defined in Chapter 39.34 RCW which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and therefore, to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- 1.14 **"Joint Self-Insurance Program"** means two or more Local Government Entities which have entered into a cooperative risk sharing Agreement subject to regulation under Chapter 48.62 RCW.
- 1.15 **"Local Governmental Entity"** shall mean every unit of local government, both general purpose and special purpose, and shall include, but not be limited to, counties, cities, towns, port districts, public utility districts, water districts, sewer districts, fire protection districts, irrigation districts, metropolitan municipal corporations, conservation districts, and other political subdivisions, governmental subdivisions, municipal corporations, and quasi municipal corporations.
- 1.16 **"Member"** – shall mean any eligible entity which participates in the Agency, pays the annual Assessment and is signatory to the Agency's Interlocal Agreement.
- 1.17 **"Member Standards"** shall mean the required and advisory standards adopted by the Board of Directors in an effort to provide consistent administrative practices for members, with the goal of reducing property and liability losses.
- 1.18 **"Operating Committee"** shall mean the standing advisory committee to the Board.

- 1.19 **“Reassessment”** shall mean additional monies paid by the Members to the Joint Self-Insurance Program if claims shall exceed assets.
- 1.20 **“Risk Sharing”** means a decision by the Members of a Joint Self Insurance program to jointly absorb certain or specific financial exposures to risks of loss through the creation of a formal program of advance funding of actuarially determined anticipated losses; and/or joint purchase of Insurance or reinsurance as a Member of a Joint Self-Insurance program formed under Chapter 48.62 RCW.
- 1.21 **“Signatory”** or **“Signatories”** shall mean those parties who sign this Agreement, including execution by counterpart, thereby becoming a Member of the Agency bound by the terms of this Agreement.
- 1.22 **“Special Committee”** – shall mean committees of the Agency created by the Board of Directors.

**ARTICLE 2**  
**Risk Sharing**

- 2.1 This Agreement is entered into by the Members to provide for Joint Self-Insurance pooling and/or the economical purchase of Insurance coverage, risk management services, and property and liability claims administration. Furthermore, the purpose of the Agreement is to reduce the amount and frequency of the Members' losses and to decrease the cost incurred by the Members in the handling and litigation of claims. This purpose shall be accomplished through the exercise of the powers of the Members jointly in the creation of a separate public Agency, the Association of Washington Cities Risk Management Service Agency, to direct and administer a Joint Self-Insurance Program wherein the Members will engage in certain activities, including but not limited to the following:
  - 2.1.1 Risk Sharing
  - 2.1.2 Joint purchase of insurance which may include, but is not limited to Excess and or reinsurance; and
  - 2.1.3 Joint purchase of administrative and other services including:
    - 2.1.3.1 Claims adjusting;
    - 2.1.3.2 Data processing;
    - 2.1.3.3 Risk management consulting;
    - 2.1.3.4 Loss prevention;
    - 2.1.3.5 Legal; and
    - 2.1.3.6 Miscellaneous related services.
- 2.2 It is also the purpose of the Agreement to provide, to the extent permitted by law, for the inclusion at a subsequent date of such additional Local Government Entities organized and existing under the Constitution or laws of the State of Washington as may desire to become parties to this Agreement and Members of the Agency, subject to approval by the Board of Directors.

- 2.3 This Agreement may but is not required to provide, to the extent permitted by law, that the Agency may, at the discretion of its directors, contract with non-member Local Government Entities in the State of Washington.

**Article 3  
Agency Offices**

- 3.1 **Principal Executive Office**  
The principal executive office for the transaction of business of the Agency shall be located at 1076 Franklin St. SE, Olympia, WA 98501. The Administrative Agent in cooperation with the Board of Directors of the Agency shall have the authority to change the location of the principal executive office from time to time.
- 3.2 **Other Offices**  
Other business offices may be at any time be established by the Administrative Agent in cooperation with the Board of Directors of the Agency at any place or places where the Agency is qualified to do business.

**ARTICLE 4  
Parties to Agreement**

Each party to this Agreement certifies that it intends to and does contract with all other parties who are Signatories of this Agreement and, in addition, with such other parties as may later be added to and Signatories of this Agreement pursuant to Article 14. Each party to this Agreement also certifies that the deletion of any party from this Agreement, pursuant to Articles 16 and 17, shall not affect this Agreement nor such party's intent to contract as described above with the other parties to the Agreement then remaining.

**ARTICLE 5  
Term of Agreement**

This Agreement shall become effective on January 1, 2017, and shall be of unlimited duration, but not less than one year, and will continue unless terminated as hereinafter provided in Article 19.

**ARTICLE 6  
Financial Obligations of Agency**

Pursuant to Chapter 48.62 RCW, of the State of Washington, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any Member to this Agreement.

**ARTICLE 7  
Powers of the Agency**

- 7.1 Agency shall have the powers provided for by law and is hereby authorized to do all acts necessary for the exercise of said powers, including, but not limited to, any or all of the following:
- 7.1.1 Contract or otherwise provide for risk management, claims administration and loss prevention services;
  - 7.1.2 Contract or otherwise provide legal counsel for the defense of Claims and/or other legal services;
  - 7.1.3 Consult with the Washington State Risk Manager and State Auditor;
  - 7.1.4 Jointly purchase Insurance coverage in such form and amount as the organization's participants may by contract agree;
  - 7.1.5 Incur debts, liabilities, or obligations;

- 7.1.6 Acquire, receive, hold, or dispose of property, funds, services, and other forms of assistance from persons, firms, corporations, and governmental entities;
  - 7.1.7 Sue and be sued in its own name;
  - 7.1.8 Hire employees and agents; and
  - 7.1.9 Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement, or otherwise authorized by law.
- 7.2 Said powers shall be exercised to the terms hereof and in the manner provided by law.

## **ARTICLE 8**

### **The Board of Directors and their Powers and Responsibilities**

- 8.1 The Agency, its funds and service programs shall be administered by a Board of Directors.
- 8.2 **Number of directors**  
There shall be seven (7) directors of the Agency, who shall be elected officials representing members of the Agency.
- 8.3 **Acceptance of Appointment by directors**  
Each director shall sign a document accepting their appointment as director and agreeing to abide by the terms and provisions of this Agreement and the Bylaws.
- 8.4 **Powers and Responsibilities of the Board of Directors**  
The Board of Directors of the Agency shall have the following powers and functions:
  - 8.4.1 The Board shall have the power to review, amend, modify, adopt, override, or reject the Operating Committee's recommendations.
  - 8.4.2 The Board shall review, modify if necessary, and approve the annual operating budget of the Agency.
  - 8.4.3 The Board shall receive and review periodic accountings of all funds of the Agency.
  - 8.4.4 Annually the Board shall review, amend, adopt, or reject the Operating Committee's recommendation of the Assessment, or Reassessment rate to be charged to the Members of the Agency.
  - 8.4.5 The Board may review, modify if necessary, and approve the Coverage Agreement, the Agency's Bylaws, policies and Member Standards.
  - 8.4.6 The Board shall have the power to conduct all business on behalf of the Agency, which the Agency may conduct under the provisions hereof and pursuant to law.
  - 8.4.7 The Board shall determine and select Insurance, necessary to carry out the Joint Self-Insurance Program for the Agency.
  - 8.4.8 The Board shall have authority to contract for or develop various services for the Agency, including, but not limited to, an Administrative Agent, claims adjusting, loss prevention, risk management consulting services, independent actuary services, insurance brokerage services, independent claims auditing services, and legal counsel.

- 8.4.9 The Board shall have such other powers and functions as are provided for in this Agreement, and the Bylaws, which are necessary to implement the purposes of this Agreement, including, but not limited to, the power to authorize contracts.

**ARTICLE 9**  
**Operating Committee**

The Operating Committee shall consist of nine (9) representatives from Members. All members of the Operating Committee shall be non-elected officials. It is the Board's intent that the Operating Committee is advisory to the Board and/or the Administrative Agent, regarding the operations of the Agency.

**ARTICLE 10**  
**Coverage**

- 10.1 The type and limits of the Insurance coverage provided for Members by the Agency shall be established by the Board of Directors.
- 10.2 The Board may approve purchase of additional types or limits of coverage for Members interested in obtaining additional types or limits of coverage at additional cost to those Members. Such additional cost may include an administrative fee for the Agency's services.
- 10.3 The Board may arrange for the purchase of any other Insurance or services deemed necessary to protect the Agency or funds held by the Agency against catastrophe.

**ARTICLE 11**  
**Bond Requirements**

The Board may require that the Administrative Agent authorized to disburse funds of the Agency, provide a fidelity bond in the amount as set by the Board, and provide that such bond be paid by the Agency.

**ARTICLE 12**  
**Responsibility of the Agency**

The Agency shall perform the following functions in discharging its responsibilities under this Agreement:

- 12.1 Provide Insurance coverage as deemed necessary, including but not limited to a self-insurance fund and commercial insurance, as well as excess coverage or reinsurance, and other insurance. Such insurance, to be arranged by negotiation or bid, and/or purchase, as necessary;
- 12.2 Assist each Member's designated risk manager with the implementation of the risk management functions within the Member entity;
- 12.3 Provide loss prevention consulting services to Members as required;
- 12.4 Provide Claim adjusting and subrogation services for Claims covered by the Agency's Coverage Agreement;
- 12.5 Provide loss analysis by the use of statistical studies, data processing, and record and file-keeping services, to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
- 12.6 Assist Members, as requested, with review of their contracts to determine sufficiency of indemnity and insurance provisions;

- 12.7 Conduct risk management audits to review the participation of each Member in the program. The audit shall be performed by appointed Agency staff or, at the discretion of the Administrative Agent, and/or an independent auditor may be retained by contract to conduct the audits;
- 12.8 Provide for the defense of any civil action or proceeding brought against any officer, employee, Board member, or other agent of the Agency, in their official or individual capacity or both, on account of an act or omission within the scope of their agency as an agent of the Agency;
- 12.9 Abide by the rules and regulations as stated or hereinafter amended of RCW Chapter 48.62 and WAC 200-100; and
- 12.10 The Agency shall have such other responsibilities as deemed necessary by the Board of Directors in order to carry out the purposes of the Agreement.

**ARTICLE 13**  
**Responsibilities of Members**

Members shall have the following responsibilities:

- 13.1 All Members must maintain membership in the Association of Washington Cities.
- 13.2 Each Member shall appoint an employee of the member entity to be responsible for the risk management function within that member entity and to serve as a liaison between the Member and the Agency.
- 13.3 Each Member shall implement a risk management policy which shall include implementing loss prevention recommendations, and complying with the Member Standards.
- 13.4 Each Member shall be responsible for payment of any Member-elected deductible, and/or appropriate deductible associated with the Member Standards.
- 13.5 Each Member shall promptly pay its Assessment, Reassessment, and any readjusted amount promptly to the Agency when due. After withdrawal or termination, each Member shall pay promptly to the Agency its share of any Reassessment and accrued interest at a rate determined by the Board, when and if required of it by the Board.
- 13.6 Each Member shall provide the Agency with such other information or assistance as may be necessary for the Agency to carry out the provisions of this Agreement.
- 13.7 Each Member shall in any and all ways cooperate with and assist the Agency, and any insurer of the Agency, in all matters relating to this Agreement and covered losses, and will comply with all Bylaws, policies, procedures and Member Standards as adopted or amended by the Board of Directors.
- 13.8 All members shall cooperate with the Agency and assist with any investigations, settlement discussions, defense or prosecution of suits, and cooperate and assist the Agency in enforcing any right of contribution, indemnity, or subrogation in which the Agency may have an interest by virtue of a payment made pursuant to the Bylaws, this Agreement, or the Coverage Agreement. Members shall also assist the Agency and attend hearings and trials as well as secure and give evidence and obtain the attendance of witnesses. Further, the members shall undertake appropriate due diligence and concur in exercising all things reasonably practicable to avoid or diminish any loss of or damage to the property insured under this agreement.

**ARTICLE 14**  
**New Members**

- 14.1 Additional Members shall be permitted to become Signatories to this Agreement. All potential members to the Agency must be members of the Association of Washington Cities or become members prior to acceptance into the Agency. The Agency shall allow entry into the program of new members approved by the Board of Directors at such time during the year as the Board deems appropriate.
- 14.2 Members entering under this Article may be required to pay their share of expenses as determined by the Board, including those necessary to analyze their loss data and determine their Assessment.

**ARTICLE 15**  
**Defense of Agents**

- 15.1 For purposes of this article, "agent" means any person who is or was: a director, an Operating Committee member, a Special Committee member, an officer, or an agent acting on behalf of the Agency or Administrative Agent.
- 15.2 The Agency shall provide for the defense of any agents and paying of any valid judgments and claims brought against any such agent arising from their actions or conduct in their official or individual capacity or both, on account of an act or omission within the scope of their responsibility; provided, however, this section shall not apply to those occurrences covered by an Agency policy of liability insurance or if the claim or judgment results from the intentional misconduct of said agent.

**ARTICLE 16**  
**Withdrawal**

- 16.1 A Member signing this Agreement may not withdraw as a party to this Agreement and as a Member of the Agency for a one-year period commencing on the date said Member signs the Agreement.
  - 16.1.1 After the initial one-year non-cancellable commitment provided pursuant to this Agreement, a Member may withdraw only at the end of the Agency's Fiscal Year, provided the Member has given the Agency a minimum of 12-month written notice of its intent to withdraw from this Agency.
- 16.2 A Member shall be entitled to withdraw from the Agency where the Member presents to the Board of Directors evidence demonstrating a material breach of contract by the Agency as regards its obligations to the Member. The Member shall be allowed to withdraw from the agency within ninety (90) days of any finding by the Board of Directors that a material breach of contract by the Agency has occurred. The withdrawal of any Member under the conditions identified here shall not however free it from any and all requirements made of any withdrawing Member.
- 16.3 No Member withdrawing from the agency shall be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

**ARTICLE 17**  
**Termination by Agency**

- 17.1 The Agency shall have the right to terminate any Member's participation in the Agreement upon a motion approved by a vote of 66% or more of the entire Board of Directors. Prior to taking action on such a motion, the Board may, but is not required to, request that the Operating Committee review and make recommendations to the Board on any allegation giving rise to the request to

terminate, including but not limited to failure to: comply with a written condition, disregard of risk management recommendations or Member Standards, noncompliance with any provision of this Agreement, and/or the Bylaws of the Agency.

- 17.2 Any Member so terminated from the Agency, shall be given at least one hundred eighty (180) days notice prior to the effective date of the termination. Any Member so terminated shall have a period of up to six (6) months coverage under the terms of this Agreement, or may affect alternate insurance or self-insurance arrangements if it so desires. Upon written receipt of confirmation from the terminating Member that the terminating Member has in force valid insurance or membership in another risk sharing pool, the effective date of the termination may be adjusted by the Agency. Any Member so terminated shall be treated as if it had voluntarily withdrawn.
- 17.3 Upon termination from this Agreement, a Member shall not be entitled to payment or return of any Assessment, Reassessment, contributions or monies contributed to the Agency or to the distribution of any assets of the Agency.

## **ARTICLE 18**

### **Effect of Withdrawal or Termination**

- 18.1 The withdrawal of any Member from this Agreement shall not terminate the same for purposes of continuing to comply with all conditions and requirements of the Agreement, and survives the withdrawal or termination of any Member.
- 18.2 No Member by withdrawing or terminating from the Agreement shall be entitled to payment or return of any Assessment, Reassessment, consideration of property paid, or donated by the Member to the Agency, or to any distribution of assets.
- 18.3 The withdrawal or termination of any Member shall not cease its responsibility to contribute its share or Assessment, Reassessment, or funds to any fund or Joint Self-Insurance program created by the Agency until all Claims, or other unpaid liabilities, covering the period the Member was Signatory hereto have been finally resolved and a determination of the final amount of payments due by the Member or credits to the Member for the period of its membership has been made by the Board of Directors. In connection with this determination, the Board may exercise similar powers to those provided for in Article 17, *Termination by Agency*, of this Agreement.
- 18.4 The withdrawn or terminated Member shall be responsible for any applicable deductible that would have been applied related to a claim the same as if the Member was still in good standing with the Agency.
- 18.5 Any withdrawn or terminated Member may not be permitted to rejoin the Agency, or allowed to submit an application to rejoin the Agency for a period of three (3) years after the effective date of the Member's withdrawal or termination without Board approval.

## **ARTICLE 19**

### **Termination and Distribution**

- 19.1 This Agreement may be terminated at any time by the written consent of three-fourths (75%) of the Members, provided, however, that this Agreement and Agency shall continue to exist for the purpose of paying all debts and liabilities, disposing of all Claims, distributing net assets, and otherwise liquidating the affairs of the Agency. The Board of Directors is vested with all powers of the Agency during such liquidation, including the power to require Members, including those who were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of Reassessment deemed necessary by the Board for final disposition

of all Claims, losses, and liabilities covered by this Agreement. Such additional Reassessment shall be determined and thereafter adjusted, if necessary.

19.2 Upon termination of this Agreement, all assets of the Agency shall be distributed only among the parties that are Members in good standing of the Agency on the date of termination of this Agreement. The assets shall be distributed in accordance with and proportionate to their Assessment, Reassessment and property contributions made during the term of this Agreement. The Board shall determine such distribution within six (6) months after the last pending claim or loss covered by this Agreement has been finally disposed of.

19.3 The Board is vested with all powers of the Agency for the purpose of liquidating and dissolving the business affairs of the Agency. These powers shall include the power to require Members, including those which were Members at the time the claim arose or at the time the loss was incurred, to pay their share of any additional amount of assessment deemed necessary by the Board for final disposition of all Claims and losses covered by this Agreement. A Member's share of such additional assessment shall be determined on the same basis as that provided for annual assessments, and shall be treated as if it were the next year's annual assessment for that Member.

## **ARTICLE 20**

### **Bylaws, Policy, Procedures and Member Standards**

The Board may adopt Agency Bylaws, policies, procedures, and Member Standards or other documents that govern the day-to-day operations of the Agency. Each Member shall have access in electronic or written format.

## **ARTICLE 21**

### **Notices**

Notices to Members hereunder shall be sufficient if mailed to the last address, or electronic mail, provided to the Agency by the respective Member. Postal mail will be deemed received three (3) days after mailing.

## **ARTICLE 22**

### **Amendment**

This Agreement may be amended at any time by the written approval of the majority of all Members of the Agency. Amendments to the Agreement shall be adopted by ordinance or resolution of the governing board or council of each Member, signed by an authorized representative of each member, and a copy returned to the Agency

## **ARTICLE 23**

### **Enforcement**

The Agency is hereby granted the authority to enforce this Agreement. In the event action is instituted to enforce any term of this Agreement or any term of the Bylaws against any City Member which signed this Agreement, the substantially prevailing party in such dispute shall be entitled to its costs and reasonable attorney's fees.

## **ARTICLE 24**

### **Prohibition Against Assignment**

No Member may assign any right, claim, or interest it may have under this Agreement, except to a successor entity following reorganization. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim, or title to any part, share, interest, fund, assessment, or asset of the Agency. Should any participating Member reorganize in accordance with the statutes of the State of Washington, the successor in interest, or successors in interest, may be substituted as a Member upon approval by the Board.

## **ARTICLE 25**

### **Severability**

In the event that any article, provision, clause, or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, clauses applications, or occurrences, and this Agreement is expressly declared to be severable.

## **ARTICLE 26**

### **Agreement Complete**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein.

## **ARTICLE 27**

### **Conflicts**

In the event of a conflict between this Agreement and the adopted Bylaws, policies, procedures, or the Member Standards, this Agreement shall take precedence."

## **Article 28**

### **Supersession**

This Agreement supersedes and replaces all prior Interlocal Agreements and amendments thereto pertaining to the Agency."

## **Article 29**

### **Signature in Counterparts**

This Agreement may be executed in any number of Counterparts and each of such Counterparts shall for all purposes constitute one Agreement, binding on all Members, notwithstanding that all Members are not Signatories to the same Counterpart. All references herein to this Agreement are deemed to refer to all such Counterparts.

## **Article 30**

### **Section Headings**

The section headings in this Agreement are inserted for convenience only and are not intended to be used in the interpretation of the contents of the sections they identify and introduce.

**Article 31  
Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

**Article 32  
Time**

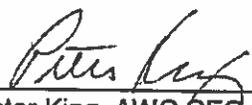
Time is of the essence in this Agreement and each and every provision hereof.

**ARTICLE 33  
Authorization of Signature**

Each Member signing this Agreement has passed the required Ordinance or Resolution authorizing and approving this Agreement, a copy of which Ordinance or Resolution is attached hereto.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement by authorized officials thereof.

Association of Washington Cities (AWC)  
Risk Management Service Agency (RMSA)

By   
Peter King, AWC CEO

Date 9/14/16

\_\_\_\_\_  
(Member Name)

By \_\_\_\_\_

\_\_\_\_\_, Mayor  
(Printed name)

Date \_\_\_\_\_

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 09/06/2016  
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF WAPATO  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20161231

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. WEITAKER, BALLARD JAMES JR.	TIM'S TAVERN 501 1ST ST W WAPATO WA 98951 0000	353586	TAVERN - BAKR/WINE OFF PREMISES



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

RECEIVED  
SEP 19 2016  
By \_\_\_\_\_

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) 763-2710

September 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 (g).

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 (g)(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 request for extension of time to submit objections. Your request for extension will be granted or denied in writing. If objections are not timely received, they will not be considered as part of the renewal process.

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

2) Status of License While Objection Pending

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

3) Procedure Following Licensing Division Receipt of Objection

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

4) Procedure if Board Does Not Renew License

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

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

5) Procedure if Board Renews License Over Your Objection

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

For questions about this process, contact the WSLCB Licensing Division at (360) 864-1600 or email us at [ws1cb@liq.wa.gov](mailto:ws1cb@liq.wa.gov).

Sincerely,

*Rebecca Smith*

Rebecca Smith, Director,  
Licensing and Regulation Division

LIG 864 07/10

C091080-2

WASHINGTON STATE LIQUOR AND CANNABIS BOARD

DATE: 10/06/2016

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF WAPATO  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20170131

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. TRUJILLO, MIGUEL ANGEL	EL RANCHITO RESTAURANT 117 S WAPATO AVE WAPATO WA 98951 1342	089147	BEER/WINE REST - BEER
2. TIENDA DE ABARROTES LOS AMIGOS	TIENDA DE ABARROTES LOS AMIGOS 209 S WAPATO AVE WAPATO WA 98951 1344	419119	GROCERY STORE - BEER/WINE
3. RAUL ALVARADO, L.L.C.	MONARCAS RESTAURANTE 210 S WAPATO AVE WAPATO WA 98951 1345	407632	BEER/WINE REST - BEER/WINE



Washington State  
Liquor and Cannabis Board  
PO Box 43098, 3000 Pacific Ave. SE, Olympia WA 98504-3098, (360) 664-1600

RECEIVED  
OCT 07 2015  
BY \_\_\_\_\_

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

October 06, 2016

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Sincerely,

*Rebecca Smith*

Rebecca Smith, Director,  
Licensing and Regulation Division

LID 864 07/10



## **COUNCIL AGENDA ITEM**

Meeting Date: October 17, 2016

Subject: Comp. Plan Update Public  
Participation Plan

Prepared By: Santos Valdez

Approved By: Tony Guzman

### **SUMMARY:**

The City of Wapato is subject to, and plans under, the guidelines of the Growth Management Act (GMA). The planning process for updating a Comprehensive Plan requires early and continuous public participation (RCW 36.70A.140). The City of Wapato is required to broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans

### **ALTERNATIVES:**

None

### **FISCAL IMPACTS:**

Be non-compliant with (RCW 36.70A.140) and not update the Comp Plan.

### **RECOMMENDATION AND MOTION:**

Staff recommends the approval of the Comprehensive Plan Update Public Participation Plan.

**RESOLUTION 2016-37**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO,  
WASHINGTONN, ADOPTING A PUBLIC PARTICIPATION PLAN FOR UPDATING  
THE CITY'S COMPREHENSIVE PLAN**

**WHEREAS**, The City exercises comprehensive land use planning pursuant to Washington's Growth Management Act (RCW 36.70A), and under that authority, the City intends to amend the City's Comprehensive Plan and associated documents; and

**WHEREAS**, RCW 36.70A.035 requires reasonable public participation efforts to be conducted whenever comprehensive plans or development regulations are amended; and,

**WHEREAS**, the City Council of the City of Wapato finds that the proposed Public Participation Plan is reasonably calculated to provide notice to property owners and other affected and interested individuals, tribes, government agencies, businesses, school districts, and organizations of the proposed amendments to the comprehensive plan and development regulations; and

**WHEREAS**, the City Council of the City of Wapato finds that the proposed Public Participation Plan is intended to broadly disseminate information about the procedures employed to amend the comprehensive plan and development regulations and provides for early and continuous opportunities for the public to participate in the update process, consistent with RCW 36.70A.130(2)(A) and RCW 36.70A.140; and

**WHEREAS**, the City Council of the City of Wapato finds that the proposed Public Participation Plan is consistent with the intent and the procedures for amending the City of Wapato's Comprehensive Plan and associated documents.

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

That the Public Participation Plan attached hereto and incorporated herein as Exhibit "A," shall guide public participation efforts during the pending comprehensive plan amendment cycle.

**ADOPTED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Frank Jaime, Mayor Pro tem

# City of Wapato

## Comprehensive Plan Update

### Public Participation Plan

#### **Background**

The City of Wapato is subject to, and plans under, the guidelines of the Growth Management Act (GMA). The planning process for updating a Comprehensive Plan requires early and continuous public participation (RCW 36.70A.140).

#### ***RCW 36.70A.140:***

Each county and city that is required or chooses to plan under RCW 36.70A.040 shall establish and broadly disseminate to the public a public participation program identifying procedures providing for early and continuous public participation in the development and amendment of comprehensive land use plans and development regulations implementing such plans. The procedures shall provide for broad dissemination of proposals and alternatives, opportunity for written comments, public meetings after effective notice, provision for open discussion, communication programs, information services, and consideration of and response to public comments. In enacting legislation in response to the board's decision pursuant to RCW 36.70A.300 declaring part or all of a comprehensive plan or development regulation invalid, the county or city shall provide for public participation that is appropriate and effective under the circumstances presented by the board's order. Errors in exact compliance with the established program and procedures shall not render the comprehensive land use plan or development regulations invalid if the spirit of the program and procedures is observed.

#### **The City of Wapato proposes the following to conform with RCW 36.70A.140:**

1. Planning Commission Public Meetings – discuss draft sections of plan elements and final drafts with the Planning Commission.
2. Public Comment – the draft will be available for review during a public comment period.
3. Revision – the public comment draft will be modified based upon comments received at the study sessions, the workgroup presentation, and during the public comment period. The Planning Commission will make a recommendation to the City Council.
4. Public Hearing and Final Adoption – The City Council will hold a public hearing to consider the recommendation of the Planning Commission prior to adoption.

#### **Public Participation Plan Objectives:**

1. Provide for “early and continuous” public participation
2. Build community trust in the planning process
3. Seek public input and ideas concerning the future of Wapato
4. Encourage participation of individuals, community groups and organizations that may not normally participate in the planning process
5. Explain the laws by which the City is obligated to conduct the Update process

#### **Notification Methods**

The following methods may be used to inform the public of the opportunity to participate:

1. Newspaper advertisements

2. E-mail and/or direct mail notice to interested parties who wish to receive notification
3. E-mail notice to interested parties in key organizations – Requesting those key outside organizations distribute to their membership and to other organizations.
4. Press releases
5. Utility billing flyers

# City of Wapato

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**64th Annual Filipino Community Harvest Dinner**  
Filipino Community Hall  
211 W. Second Street, Wapato

October 23, 2016, Sunday, Noon - 4:00pm

\$15/adults, \$12/Seniors, \$10 for children 7 through 12, children 6 and under Free.

Traditional Filipino pig roast buffet dinner and Silent Auction.

Presentation about the role of Filipino scouts in World War II. Interviews with Filipino-American veterans from the Valley who served in Vietnam. Artifacts, including photos, handcrafted items and traditional clothing depicting Filipino history in the Yakima Valley will also be displayed.

Hosted by the Filipino-American Community of the Yakima Valley. For more information, contact (509) 877-4809.

# YOUTH ACTIVITIES

Presents:

# HALLOWEEN CARNIVAL

October 31<sup>st</sup>, 2016  
@ Toppenish  
Community Center  
4pm - 7pm

We encourage everyone to  
participate in games or help set  
up and clean up

Come join us for fun and games!  
Prizes will be given out!

Programs are welcome to set up  
and plan activities as well as  
Participate in Trunk Or Treat

This is a Non-Profit event.  
To Reserve space or help set

up, Contact YMYA @  
(509) 865-5121  
x4450/x4451

NO DRUG OFFSH



@ Facebook.com/YN.YouthActivities