

Wapato Council Chambers
205 E Third Street

Monday, November 21, 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-November 7, 2016 pg 3-6
 - 2. Worksession Meeting-November 7, 2016 pg 7
- c. Approval of Claims and Payroll
 - 1. Claims Vouchers 11/21/2016 \$104,814.19 check numbers 160656-160664,160666 & 160861-160933 plus EFT payments pg 8-35
 - 2. Payroll Vouchers -11/5/2016 \$150,813.88 check numbers 160747-160766,160846 plus direct deposit pg 36
 - 3. Void Checks 160683 dated 10/17/16 \$398.28 & 160662 dated 11/07/16 \$150.00 pg 37
 - 4. Void Checks 160535-160545 Allocation Checks pg 38-42

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 2016-38 Small Works Roster pg 43-51
- b. Resolution 2016-39 Gray & Osborne Contract Amendment #6-West First Street Waterline pg 52-60
- c. Resolution 2016-40 9th Street Sidewalk Project Change Order #1 pg 61-64
- d. Resolution 2016-41 2017 Yakima County Detention Contract pg 65-79

November 21, 2016

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

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**REGULAR COUNCIL MEETING
COUNCIL AGENDA**

e.

11. NEW BUSINESS

- a. Liquor License Renewal-Carniceria La Mas Barata 304 S Wapato Ave pg 80-83
- b. Public Hearing-2017 Final Budget-12/5/16
- c. Public Hearing-2017 TBD Workplan-12/5/16
- d. Resolution 2016-42 2017 Yakima County Dispatch Agreement pg 84-88

e.

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

16. EXECUTIVE SESSION

- a. Labor Management RCW 42.30.140 (4)

17. ADJOURNMENT

CITY OF WAPATO
Regular Council Meeting – Council Chambers
Minutes of November 7, 2016

CALL TO ORDER: Mayor Guzmán called the regular Council meeting of Monday, November 7, 2016 to order at 7:02 pm.

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

ROLL CALL: Those in attendance included Mayor Guzmán, Councilmembers Rita Alvarado, Frank Jaime, Stephen Diaz, Rick Foss, Roberto Reyna, Goliath Elwell, and Keith Workman.

ABSENT: None

CITY STAFF: City Attorney (CA) Kellen Holgate, Fire Chief (FC) Santos Valdez, Clerk-Treasurer (CT) Susan Pearson, Interim Police Chief (PC) Dave Simmons and Deputy Clerk-Treasurer (DCT) Gloria Acosta.

CITY STAFF ABSENT: None

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 unanimously.

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

b. Approval of Minutes

1. Regular Council meeting-October 17, 2016
2. Work Session Meeting-October 17, 2016-None

c. Approval of Claims and Payroll

1. Claims Vouchers 11/7/2016 \$354,312.17 check numbers 160665-160845 plus EFT payments
2. Payroll Vouchers -10/20/16 \$99,942.01 check numbers 160733-160745, plus direct deposit

WWTP-Progress Payment: None

AUDIENCE PARTICIPATION: Steve Bruchman, Business Representative for the Teamsters Union. Read verbatim the attached handout.

Tom Kehm, 315 Southpark Dr. Wapato Washington. Stated that the Mayor was inappropriate to have made the comments that he made on social media and that he should be in support of our employees.

UNFINISHED BUSINESS: **Liquor License Renewal: El Ranchito-117 S Wapato Ave:** CT Pearson explained. **Motion** by Councilmember Foss, seconded by Councilmember Reyna, to approve 10a.1 as presented. Motion carried unanimously

Tienda De Abarrotes-Los Amigos-209 S Wapato Ave: **Motion** by Councilmember Workman, seconded by Councilmember Reyna, to approve 10a.2 as presented. Motion carried unanimously

Monarcas Restaurant-210 S Wapato Ave: **Motion** by Councilmember Reyna, seconded by Councilmember Jaime, to approve 10a.3 as presented. Motion carried unanimously

Resolution 2016-37 Comprehensive Plan Update Public Participation Plan: **Motion** by Councilmember Foss, seconded by Councilmember Jaime, to approve 10b. Motion carried unanimously.

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

Resolution 2016-38 Small Works Roster:

Resolution 2016-39 Gray & Osborne Contract Amendment #6-West First Street Waterline:

Resolution 2016-40 9th Street Sidewalk Project Change Order #1: PWD Wang explained.

Resolution 2016-41 2017 Yakima County Detention Contract:

Motion by Councilmember Elwell, seconded by Councilmember Reyna, to amend the agenda to add the Public Hearings for Revenues and Preliminary Budget Hearing: Motion carried unanimously.

PUBLIC HEARING: **Revenues:** Mayor Guzmán recessed the regular business meeting at 7:18 p.m. The Public Hearing began at 7:18 p.m. A handout was given. CT Pearson gave a brief explanation of the revenues. **2017 Preliminary Budget hearing:** A handout was given. CT Pearson briefly explained. There were no questions. The Public Hearing was recessed at 7:27 p.m. The regular business meeting was reconvened at 7:27 p.m.

CORRESPONDENCE: None

DISCUSSION: None

DEPARTMENT REPORTS:

Mayor's Report:

- None

Courts:

- None

Police Department:

- PC Simmons gave a handout.
- PC Simmons thanked the Fire Department and Public Works for their assistance.

Motion by Councilmember Reyna, seconded by Councilmember Jaime, to approve the money to start upgrading the jail, as presented. Motion carried unanimously.

Fire Department:

- FC Valdez thanked Chief Simmons, for joining his department for drills.

Public Works Department:

- A handout was provided.

Admin/Finance:

- CT Pearson stated that Budget amendment will be coming up at the next meeting.
- CT Pearson stated that City Hall will be having a Thanksgiving lunch and invited Council on November 18, 2016, from 12-2 pm.
- CT Pearson handed out a City calendar.

Planning:

- FC Valdez stated that Planning Commission will meet on November 8, 2016.

FOR THE GOOD OF THE ORDER: None

EXECUTIVE SESSION: Potential Litigation RCW 420030.110 (1) (i)

Mayor Guzmán stated that the executive session will last 10 minutes and there will not be a decision afterwards. He recessed the regular business meeting at 7:46 p.m. The executive session was opened at 7:47 p.m. The Executive session closed at 8:02 p.m. The regular business meeting opened at 8:03 p.m.

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 8:03 p.m.

Tony Guzmán, Mayor

Gloria Acosta, Deputy Clerk-Treasurer

City of Wapato
Work Session
November 7, 2016

CALL TO ORDER: The work session of Monday, November 7, 2016 was opened at 6:00 pm.

ROLL CALL: Those in attendance included Mayor Tony Guzmán and Councilmembers Rick Foss, Frank Jaime, Goliah Elwell, Stephen Diaz, Roberto Reyna, Rita Alvarado and Keith Workman, Fire Chief (FC) Santos Valdez, Public Works Director (PWD) Menglou Wang, Interim-Police Chief (PC) David Simmons, Deputy Clerk-Treasurer (DCT) Gloria Acosta, and Clerk-Treasurer (CT) Susan Pearson.

ABSENT: None

CITY STAFF ABSENT: City Attorney (CA) Kellen Holgate was 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.

Public Works Budget Presentation: PWD Wang had a 2017 Preliminary Budget slide presentation. Briefly explained.

Fire Department Budget Presentation: FC Valdez had a 2017 Preliminary Budget slide presentation. Briefly explained.

Administration and Police Budget Presentation: CT Pearson had a 2017 Preliminary Budget handout. Briefly explained.

2017 Budget Presentations: CT Pearson handed out a revenue tracking report. Briefly explained

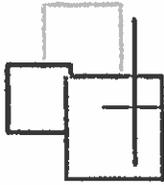
Agenda Item Discussion: None

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

ATTEST:

Tony Guzmán, Mayor

Gloria Acosta, Deputy Clerk-Treasurer

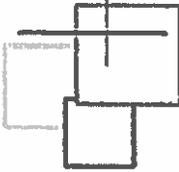


Fund Transaction Summary

Transaction Type: Invoice
Fiscal: 2016 - 11 - 11-21-16 Council

Fund/Number	Description	Amount
001-000-000	Current Expense Fund	\$7,404.25
001-000-021	Law Enforcement	\$9,330.98
001-000-022	Fire Department	\$8,227.00
001-000-076	Recreation	\$235.26
001-000-300	Public Works	\$3,365.66
001-000-999	Non Revenues and Non Expenditures	\$4,947.29
003-000-000	3/10'S of 1% Yakima CO Tax CE Managerial Fund	\$12,404.36
101-000-000	Street Fund	\$532.65
102-000-165	9th Street Project	\$52.02
170-000-000	CDBG Rehabilitation Fund	\$650.00
401-000-000	Water Fund	\$8,856.89
402-000-000	Sewer Fund	\$7,837.19
403-000-000	Garbage Fund	\$2,859.72
404-000-000	Cemetery Fund	\$854.64
410-000-022	Fire Dept Hydrant Maintenance-Lane VS Seattle	\$211.84
420-000-225	WWTP Building Renovation	\$158.68
501-000-000	Equipment Rental & Revolving	\$4.20
501-000-021	Police Dept Vehicles	\$7,995.11
501-000-042	Street Dept Vehicles & Equipment	\$60.30
501-000-048	PWSC Vehicles & Equipment	\$23,886.14
502-000-000	Public Works Service Center	\$3,042.12
503-000-000	Information Technology Rental & Revolving	\$1,897.89
	Count: 22	\$104,814.19

Voucher Directory



Vendor	Number	Reference	Account Number	Description	Amount
Apple Valley Interpreting Service LLC	160867		2016 - 11 - 11-21-16 Council		
	3333		court- Pro services		\$186.40
			001-000-000-512-50-41-30	Prof Service-Interpreting Serv	\$186.40
Total	160867				\$186.40
Total Apple Valley Interpreting Service LLC					\$186.40
Babcock, Andy	160868		2016 - 11 - 11-21-16 Council		
	0867610		fd, supplies		\$282.34
			001-000-022-522-50-31-00	Operating Supplies	\$282.34
Total	0867610				\$282.34
Total Apple Valley Interpreting Service LLC					\$282.34
Babcock, Andy	160869		2016 - 11 - 11-21-16 Council		
	107-3459909		fd, supplies		\$182.84
			001-000-022-522-50-31-00	Operating Supplies	\$182.84
Total	107-3459909				\$182.84
Total Apple Valley Interpreting Service LLC					\$182.84
Babcock, Andy	160870		2016 - 11 - 11-21-16 Council		
	77804		fd, supplies		\$67.27
			001-000-022-522-50-31-00	Operating Supplies	\$67.27
Total	77804				\$67.27
Total Apple Valley Interpreting Service LLC					\$67.27
Babcock, Andy	160871		2016 - 11 - 11-21-16 Council		
	D15969		fd, supplies		\$32.37
			001-000-022-522-50-31-00	Operating Supplies	\$32.37
Total	D15969				\$32.37
Total Apple Valley Interpreting Service LLC					\$32.37
Babcock, Andy	160872		2016 - 11 - 11-21-16 Council		
	8418		Water- Pro- Services		\$564.82
			401-000-000-534-80-41-00	Professional Services	\$564.82
Total	8418				\$564.82
Total Apple Valley Interpreting Service LLC					\$564.82
Babcock, Andy	160873		2016 - 11 - 11-21-16 Council		
	Total 8418				\$122.50
					\$122.50

Vendor	Number	Reference	Account/Number	Description	Amount
	8441				
	Total 8441				
Total 160869					
Total Backflow Management Inc (BMI)					
Cascade Analytical Inc					
160870					
	234651		2016 - 11 - 11-21-16 Council		
	Total 234651				\$63.86
	234652		Sewer- Supplies	Professional Services	\$63.86
			402-000-000-535-80-41-00		
			Sewer		
	Total 234652				\$651.99
	234653		Sewer- Supplies	Professional Services	\$651.99
			402-000-000-535-80-41-00		
			Sewer		
	Total 234653				\$63.86
	234984		Sewer- Supplies	Professional Services	\$63.86
			402-000-000-535-80-41-00		
			Sewer		
	Total 234984				\$63.86
	234985		Sewer- Supplies	Professional Services	\$63.86
			402-000-000-535-80-41-00		
			Sewer		
	Total 234985				\$187.46
	234985		Water- Supplies	Professional Services	\$187.46
			401-000-000-534-80-41-00		
			Water		
	Total 234985				\$1,031.03
Total 160870					\$1,031.03
Total Cascade Analytical Inc					
CenturyLink					
160871					
	313034289-PWSC		2016 - 11 - 11-21-16 Council		
	Total 313034289-PWSC				\$133.25
			sewer, phone service	Communications	\$133.25
			502-000-000-548-78-42-00		
			pwsc, communications		

Vendor Number Reference Account Number Description Amount

448942096-centurylink	sewer, internet	502-000-000-548-78-42-00	Communications	\$416.34
		pwsc, communications		\$416.34
Total 448942096-centurylink				\$549.59
Total 160871				\$549.59
Total CenturyLink				
CH2M Hill Inc	2016 - 11 - 11-21-16 Council			
160872				
A16-1979	Sewer plant Professional	402-000-000-535-80-41-00	Professional Services	\$3,000.00
Total A16-1979				\$3,000.00
Total CH2M Hill Inc				\$3,000.00
Chambers Auto Supply	2016 - 11 - 11-21-16 Council			
160873				
S3-2377217	Err-Street Supplies	501-000-042-548-68-31-00	Supplies	\$60.30
Total S3-2377217				\$60.30
S3-2380854	Err-PWSC- Supplies	502-000-000-548-78-31-00	Supplies	\$34.62
Total S3-2380854				\$34.62
S3-2388829	Err-PWSC-Supplies	501-000-048-548-68-31-00	Supplies	\$8.07
Total S3-2388829				\$8.07
S3-2392096-400	Err-PWSC- Supplies	501-000-048-548-68-31-00	Supplies	\$17.44
Total S3-2392096-400				\$17.44
S3-2395253-400	Err-PWSC-Supplies	501-000-048-548-68-31-00	Supplies	\$27.03
Total S3-2395253-400				\$27.03
S3-2397170	Err-PWSC -Supplies	501-000-048-548-68-31-00	Supplies	\$29.76
Total S3-2397170				\$29.76

Vendor Number	Reference	Account Number	Description	Amount
		001-000-021-521-50-47-10	Utilities-Water/Sewer/Garbage	\$208.19
		2208.0 W/G/S, 205 S Simcoe Ave		
		001-000-021-521-50-47-10	Utilities-Water/Sewer/Garbage	\$94.71
		2039.0 W/S, 205 S Simcoe Ave		
		001-000-022-522-50-47-00	Utilities	\$920.92
		1193.0 Fire Department W/S/G		
		001-000-076-575-50-47-00	Utilities	\$235.26
		1151.0 Community Center W/S/G		
		001-000-300-576-20-47-00	Utilities	\$637.18
		1671.4 Pool House & Swimming Pool		
		001-000-300-576-80-47-00	Utilities	\$46.99
		1671.2 Depot Park Irrigation		
		001-000-300-576-80-47-00	Utilities	\$465.98
		1142.1 Soccer Fields Irrigation		
		001-000-300-576-80-47-00	Utilities	\$42.82
		1671.3 Pool Grass Irrigation		
		001-000-300-576-80-47-00	Utilities	\$98.68
		1142.0 Baseball Fields Irr./ Bathroom Mir.		
		001-000-300-576-80-47-00	Utilities	\$742.59
		1671.6 Lion's Park Irrigation		
		001-000-300-576-80-47-00	Utilities	\$0.00
		1671.14 Bulk kWATER #7 Shop		
		001-000-300-576-80-47-00	Utilities	\$0.00
		7538.0 Lion's Park Gargage		
		001-000-300-576-80-47-00	Utilities	\$0.00
		2090.1 Kateri Lane Soccer Fields		
		001-000-300-576-80-47-00	Utilities	\$45.91
		1671.9 City Hall Front Grass Irrigation		
		001-000-300-576-80-47-00	Utilities	\$229.61
		1671.12 Park Garbage Cans		
		001-000-300-576-80-47-00	Utilities	\$42.82
		2090.0 Community Center Front Grass Irrigation		
		001-000-300-576-80-47-00	Utilities	\$42.82
		1671.13 BBQ Shelter B		
		001-000-300-576-80-47-00	Utilities	\$59.64
		1671.0 Victory Park Irrigation		
		101-000-000-542-90-47-00	Utilities	\$0.00
		1671.14 Bulk kWATER #7 Shop		
		101-000-000-542-90-47-00	Utilities	\$42.82
		1671.1 Wapato Ave Tree Irrigation		
		101-000-000-542-90-47-00	Utilities	\$325.74
		1671.11 Wapato Ave Garbage Cans		
		101-000-000-542-90-47-00	Utilities	\$42.82
		2005.0 Third St Island Irrigation		

Vendor Number	Reference	Account Number	Description	Amount
		101-000-000-542-90-47-00	Utilities	\$0.00
		7125.0 First St Tree Irrigation		
		102-000-165-595-30-63-00	Capital-Other Improvement-Contractor	\$52.02
		1671.15 bulk water19th street		
		402-000-000-535-80-47-00	Utilities	\$0.00
		1671.14 Bulk kWATER #7 Shop		
		402-000-000-535-80-47-00	Utilities	\$247.03
		1671.5 Sewer Facility Water/Sewer		
		402-000-000-535-80-47-00	Utilities	\$0.00
		2326.1 sewer utilities		
		402-000-000-535-80-47-00	Utilities	\$0.00
		7570.0 Sewer Facility Garbage		
		402-000-000-535-80-47-00	Utilities	\$45.62
		2326.0 Sewer Facility Irrigation		
		502-000-000-548-78-47-00	Utilities	\$0.00
		11790.0 PWSC		
		502-000-000-548-78-47-00	Utilities	\$191.41
		1671.7 100 French Lane		
		Total 09212016-10202016		
Total 160876				\$5,029.43
Total City of Wapato-Utilities				\$5,029.43
Computer Works of Yakima ISP				\$5,029.43
160877				
		111416-02	2016 - 11 - 11-21-16 Council	
		Sewer, internet		
		502-000-000-548-78-42-00	Communications	\$259.00
		sewer, internet svc.		
		Total 111416-02		\$259.00
Total 160877				\$259.00
Total Computer Works of Yakima ISP				\$259.00
Costco				
160878				
		025040	2016 - 11 - 11-21-16 Council	
		citywide, ee lunch & benefit fair		
		001-000-000-517-90-31-00	Supplies	\$165.12
		Total 025040		\$165.12
Total 160878				\$165.12
Total Costco				\$165.12

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
Cross Match Technologies Inc	160879	278233		2016 - 11 - 11-21-16 Council	
			jail, fingerprinting machine		\$387.04
			001-000-021-523-60-49-00	Miscellaneous	\$387.04
					\$387.04
					\$387.04
Total 160879		Total 278233			
Total Cross Match Technologies Inc					
Culligan of Yakima	160880	0164882		2016 - 11 - 11-21-16 Council	
			pd- Supplies		\$35.33
			001-000-021-521-10-31-00	Operating Supplies	
			police, supplies		\$35.33
					\$35.33
					\$35.33
Total 0164882		Total 0164882			
		0166261		Cityhall -Operating Supplies	\$28.83
			001-000-000-518-30-31-00	Operating Supplies	
			city hall, supplies		\$28.83
					\$28.83
Total 0166261		Total 0166261			
		0167304		Cityhall-operating Supplies	\$2.50
			001-000-000-518-30-31-00	Operating Supplies	
			city hall, supplies		\$2.50
					\$2.50
Total 0167304		Total 0167304			
201611468118		201611468118		Sewer-supplies	\$21.73
			402-000-000-535-80-31-00	Supplies	
			sewer, supplies		\$21.73
					\$21.73
Total 201611468118		Total 201611468118			
Total 160880					
Total Culligan of Yakima					
Delvo, Torin	160881	110116-110416-TorinDelvo		2016 - 11 - 11-21-16 Council	
			Water- Training		\$151.20
			502-000-000-548-78-49-00	Miscellaneous	
					\$151.20
					\$151.20
Total 110116-110416-TorinDelvo		Total 110116-110416-TorinDelvo			
460039		460039		Water- Supplies	\$31.33
			502-000-000-548-78-31-00	Supplies	
					\$31.33
					\$31.33
Total 460039		Total 460039			
Total 160881					
Total Delvo, Torin					
					\$182.53
					\$182.53

Vendor	Number	Reference	Account Number	Description	Amount
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Edge Construction Supply	160882		2016 - 11 - 11-21-16 Council		
	020483		parks- Supplies		
			001-000-300-576-80-31-00	Supplies	\$162.13
	Total 020483				\$162.13
	023343				
	Total 023343				\$97.72
	565375-01		jail- Supplies	Small Tools & Equipment	\$97.72
			001-000-021-523-20-35-00		
	Total 565375-01				\$29.37
			parks- Supplies		\$29.37
			001-000-300-576-80-31-00		\$289.22
	Total 160882				\$289.22
Total Edge Construction Supply					
Fedex	160883		2016 - 11 - 11-21-16 Council		
	5-600-62024		sewer, communication		
			402-000-000-535-80-42-00	Communications	\$526.42
	Total 5-600-62024				\$526.42
					\$526.42
Total Fedex	Total 160883				\$526.42
Food Services of America	160884		2016 - 11 - 11-21-16 Council		
	7467771		Jail-Food Supplies		
			001-000-021-523-60-31-01	Supplies-Jail Food	\$193.84
	Total 7467771				\$193.84
	7481700				
	Total 7481700				\$562.34
			jail-food supplies		\$562.34
			001-000-021-523-60-31-01	Supplies-Jail Food	\$756.18
	Total 160884				\$756.18
Total Food Services of America					
FP Mailing Solutions	160885		2016 - 11 - 11-21-16 Council		
	RI103026504		citywide, postage machine rental		
			503-000-000-518-81-45-10	Rentals & Leases-Postage Machine	\$139.90
	Total RI103026504				\$139.90
					\$139.90
Total FP Mailing Solutions	Total 160885				\$139.90

Vendor	Number	Reference	Account Number	Description	Amount
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Franz Family Bakeries	160886	026010230506	2016 - 11 - 11-21-16 Council		
			jail- Food		
			001-000-021-523-60-31-01	Supplies-Jail Food	\$10.50
			Total 026010230506		\$10.50
Total 160886					\$10.50
Total Franz Family Bakeries					
Gene Weinmann Consulting	160887	201611	2016 - 11 - 11-21-16 Council		
			rehab, loan manager		
			170-000-000-559-30-41-10	Professional Service-Loan Mgt	\$650.00
			Total 201611		\$650.00
Total Gene Weinmann Consulting					\$650.00
HD Fowler Company	160888	14374658	2016 - 11 - 11-21-16 Council		
			water, supplies		
			410-000-022-594-22-31-00	Operating Supplies	\$174.59
				Lane VS Seattle-fix hydrants	\$174.59
			Total 14374658		\$174.59
Total HD Fowler Company					\$174.59
Horizon Pharmacy	160889	000003-Horizon Pharmacy	2016 - 11 - 11-21-16 Council		
			jail-Medical/Prescription		
			001-000-021-523-20-41-02	Contract Inmate-Prescriptions	\$38.00
			001-000-021-523-20-41-04	Local Inmate-Prescriptions	\$38.00
			Total 000003-Horizon Pharmacy		\$76.00
Total 160889					\$76.00
Total Horizon Pharmacy					\$76.00
Ideal Lumber & Hardware Inc	160890	124626	2016 - 11 - 11-21-16 Council		
			Sewer plant Supplies		
			420-000-225-594-35-31-00	Supplies	\$19.39
			Total 124626		\$19.39
Total 160890					\$19.39
Total Ideal Lumber & Hardware Inc					\$19.39
			fd, Lane VS Seattle, Hydrant Repair		
			410-000-022-594-22-31-00	Operating Supplies	\$25.46

Vendor	Number	Reference	Account Number	Description	Amount
		Total 126910		Middle School Hydrant	\$25.46
		127712			
		Total 127712	citywide, Graffiti Supplies	Supplies	\$18.63
		128007	001-000-000-557-20-31-00		\$18.63
		Total 128007	Street- Side walk Supplies	Supplies	\$6.25
			101-000-000-542-61-31-00		\$6.25
		Total 160890		2016 - 11 - 11-21-16 Council	\$69.73
Total Ideal Lumber & Hardware Inc	160891	45831			\$69.73
Interconnect Systems		Total 45831	pd-communication	Communications	\$59.79
			001-000-021-521-10-42-00		\$59.79
Total 160891					\$59.79
Total Interconnect Systems					\$59.79
Intermedia.net Inc	160892	1611003011		2016 - 11 - 11-21-16 Council	\$55.29
			citywide, VOIP	Communications	\$27.64
			001-000-000-518-30-42-00		\$55.28
			City Hall	Communications	\$33.17
			001-000-021-521-50-42-00		\$33.17
			Court	Communications	\$16.59
			001-000-021-50-42-00		\$33.17
			Police	Communications	\$16.59
			001-000-021-521-50-42-00		\$33.17
			Jail	Communications	\$16.59
			001-000-022-522-50-42-00		\$33.17
			Fire	Communications	\$16.59
			502-000-000-548-78-42-00		\$33.17
			WWTP	Communications	\$16.59
			502-000-000-548-78-42-00		\$33.17
			Public Works	Communications	\$16.59
Total 160892		Total 1611003011			\$254.31
Total Intermedia.net Inc					\$254.31
					\$254.31

Vendor	Number	Reference	Account Number	Description	Amount
J P Cooke CO	160893	420808	2016 - 11 - 11-21-16 Council		
			Cityhall-supplies		
			001-000-000-554-30-31-00	Supplies	\$58.71
			dog licenses		
					\$58.71
					\$58.71
					\$58.71
Total J P Cooke CO	160893	Total 420808			
Johnny's Clothing	160894	14260	2016 - 11 - 11-21-16 Council		
			PD-chief Simmons/Uniforms		
			001-000-021-521-10-31-11	Supplies-Uniforms-Chief & Lieutenant	\$5.40
					\$5.40
					\$5.40
					\$5.40
Total Johnny's Clothing	160894	Total 14260			
Jose's Hardware Store	160895	68714	2016 - 11 - 11-21-16 Council		
			Jail-Supplies		
			001-000-021-523-20-48-00	Repair And Maintenance	\$4.93
					\$4.93
					\$39.32
					\$39.32
Total Jose's Hardware Store	160895	Total 68714			
			69064		
			Total 69064		
			69893		
			Total 69893		
			7009		
			Total 7009		
			70106		
			Total 70106		
			70149		
			Total 70149		
					\$26.78
					\$26.78
					\$2.90
					\$2.90

Vendor	Number	Reference	Account Number	Description	Amount
		70362-PWSC			
			PWSC- Supplies		
			502-000-000-548-78-31-00	Supplies	\$7.54
					\$7.54
		Total 70362-PWSC			
		70370			
			Sewer- Small Tools		
			402-000-000-535-80-35-00	Small Tools	\$29.29
					\$29.29
		Total 70370			
		70884			
			Pool Supplies		
			001-000-300-576-20-31-00	Supplies	\$17.77
					\$17.77
		Total 70884			
					\$135.96
					\$135.96
		Total 160895			
		Total Jose's Hardware Store			
		Keybank			
		160896			
			2016 - 11 - 11-21-16 Council		
		000001-1			
			5625-misc		
			502-000-000-548-78-43-00	Travel & Training	\$11.89
					\$11.89
		Total 000001-1			
		000002-1			
			5625-misc		
			502-000-000-548-78-43-00	Travel & Training	\$15.01
					\$15.01
		Total 000002-1			
		00003E			
			5625-Misc		
			502-000-000-548-78-43-00	Travel & Training	\$30.00
					\$30.00
		Total 00003E			
		00238E			
			4818-pd training		
			001-000-021-521-10-43-00	Travel & Training	\$4.75
					\$4.75
		Total 00238E			
		01413			
			5625-Supplies		
			101-000-000-542-30-31-00	Supplies	\$79.53
					\$79.53
		Total 01413			
		01414			
			5625-Supplies		
			410-000-022-594-22-31-00	Operating Supplies	\$11.79
					\$11.79
		Total 01414			
		01961E			
			5652-Supplies		
			502-000-000-548-78-35-00	Small Tools & Equipment	\$96.30
					\$96.30
		Total 01961E			

Vendor	Number	Reference	Account Number	Description	Amount
	02153e		5625-misc		
	Total 02153e		502-000-000-548-78-43-00	Travel & Training	\$17.83
	03324E				\$17.83
	Total 03324E		5625-Supplies		
	05312E		502-000-000-548-78-31-00	Supplies	\$43.15
					\$43.15
	Total 05312E		4818-PD training		
	07061E		001-000-021-521-10-43-00	Travel & Training	\$7.36
					\$7.36
	Total 07061E		4818-pd training		
	07816e		001-000-021-521-10-43-00	Travel & Training	\$13.80
					\$13.80
	Total 07816e		5625-Street supplies		
	09437E		101-000-000-542-61-31-00	Supplies	\$27.29
					\$27.29
	Total 09437E		5625-misc		
	09489E		502-000-000-548-78-43-00	Travel & Training	\$8.69
					\$8.69
	Total 09489E		4818-pd training		
	09933E		001-000-021-521-10-43-00	Travel & Training	\$25.00
					\$25.00
	Total 09933E		4818-Pd Training		
	100028495		001-000-021-521-10-43-00	Travel & Training	\$8.84
					\$8.84
	Total 100028495		4818- PD- Supplies		
	103-3499790-0626651		001-000-021-523-10-35-00	Small Tools & Equipment	\$83.16
					\$83.16
	Total 103-3499790-0626651		2034-Operating Suppleis		
	110-8503748-8868245		001-000-000-518-30-31-00	Operating Supplies	\$125.12
					\$125.12
	Total 110-8503748-8868245		5625-Supplies		
			502-000-000-548-78-31-00	Supplies	\$215.07
					\$215.07

Vendor	Reference	Account/Number	Description	Amount
	133507683024	4818-Misc		
		001-000-021-521-10-43-00	Travel & Training	\$121.52
	Total 133507683024			\$121.52
	145002462	4800-Operating Supplies		
		001-000-021-523-60-31-00	Supplies	\$218.80
	Total 145002462			\$218.80
	163612	4818-pd- Supplies		
		501-000-021-548-68-32-01	Fuel-Outside City	\$35.51
	Total 163612			\$35.51
	3269-cf4Qcd	4818-pd training		
		001-000-021-521-22-31-20	Supplies-Range	\$83.88
	Total 3269-cf4Qcd			\$83.88
	329	4818-pd training		
		001-000-021-521-10-43-00	Travel & Training	\$16.38
	Total 329			\$16.38
	373161	2034-misc		
		502-000-000-548-78-49-00	Miscellaneous	\$15.00
	Total 373161			\$15.00
	373279	2034-MISC		
		502-000-000-548-78-49-00	Miscellaneous	\$14.91
	Total 373279			\$14.91
	414822	2034-Misc		
		502-000-000-548-78-49-00	Miscellaneous	\$10.16
	Total 414822			\$10.16
	8454400	2034-TRAINING		
		502-000-000-548-78-49-00	Miscellaneous	\$308.76
	Total 8454400			\$308.76
	9588886	2034-Misc		
		502-000-000-548-78-49-00	Miscellaneous	\$15.00
	Total 9588886			\$15.00
	96835	2034-Misc		
		502-000-000-548-78-49-00	Miscellaneous	\$27.12
	Total 96835			\$27.12

Vendor	Number	Reference	Account Number	Description	Amount
		173359908	2034-cemetery 404-000-000-594-36-62-00	Cap Outlay-Structure	\$427.08
Total Keybank	Total 160896	Total 173359908			\$427.08
Kite Med Consultants LLC	160897		2016 - 11 - 11-21-16 Council		\$2,118.70
		december2016	jail-local inmates- medical 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 Kite Med Consultants LLC	Total 160897	Total december2016			\$2,130.00
L. Paul Schneider, Ph. D., ABPP	160898		2016 - 11 - 11-21-16 Council		\$2,130.00
		10272016-M Campos			
			PD -Pro Services 001-000-021-521-22-41-00	Professional Services	\$450.00
Total L. Paul Schneider, Ph. D., ABPP	Total 160898	Total 10272016-M Campos			\$450.00
McIlrath Family Farm Market	160899		2016 - 11 - 11-21-16 Council		\$450.00
		65804			
			jail- food Supplies 001-000-021-523-60-31-01	Supplies-Jail Food	\$18.68
Total McIlrath Family Farm Market	Total 160899	Total 65804			\$18.68
Misc Refunds	160861	65847			
			jail- food Supplies 001-000-021-523-60-31-01	Supplies-Jail Food	\$25.52
			jail, food		\$25.52
Total Misc Refunds	Total 160861	Total 65847			\$44.20
			2016 - 11 - 11-21-16 Council		\$44.20
			11-13-16 Gonzalez, Kassandra-Comm Ctr Rental	Kassandra Gonzalez	
			R#119575		
			Gonzalez, Kassandra 11-13-16 Comm Ctr R#119575		
			001-000-999-589-90-00-77	Non-Expenditure-Refund Community Center Deposit	\$150.00

Vendor	Number	Reference	Account Number	Description	Amount
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				Only paid deposit of \$250, Still owed \$100 fee	
		Total 11-13-16 Gonzalez, Kassandra-Comm Ctr Rental R#119575			\$150.00
Total 160861	160862				\$150.00
		11-12-16 de Leon, Rosabel-Comm Ctr Rental R#119833, 119949, 118284	2016 - 11 - 11-21-16 Council	Rosabel de Leon	
		Total 11-12-16 de Leon, Rosabel-Comm Ctr Rental R#119833, 119949, 118284		Non-Expenditure-Refund Community Center Deposit	\$250.00
		11-12-16 Espinoza, Irma-Comm Ctr Rental R#119763	2016 - 11 - 11-21-16 Council	Irma Espinoza	\$250.00
Total 160862	160863				\$250.00
		Total 11-12-16 Espinoza, Irma 11-12-16 Comm Ctr R#119763		Non-Expenditure-Refund Community Center Deposit	\$250.00
Total Misc Refunds					\$650.00
Mt Adams Fence Co	160900				
		09152016 mafc	2016 - 11 - 11-21-16 Council		
		Total 09152016 mafc		park, fencing supplies	\$701.35
Total 160900				001-000-300-576-80-31-00	\$701.35
Total Mt Adams Fence Co				Supplies	\$701.35
Municipal Research and Service Center (MRSC)	160901				\$701.35
		2017 MRSC Rosters Fee	2016 - 11 - 11-21-16 Council		
		Total 2017 MRSC Rosters Fee		Miscellaneous-Dues & Membership	\$120.00
Total Municipal Research and Service Center (MRSC)					\$120.00

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
Musgrave, Amber	160902			2016 - 11 - 11-21-16 Council	
	00040		PWSC-Supplies		
			502-000-000-548-78-31-00	Supplies	\$109.00
	Total 00040				\$109.00
	11012016-11022016-Amber				
			PWSC- Misc		
			502-000-000-548-78-49-00	Miscellaneous	\$98.82
	Total 11012016-11022016-Amber				\$98.82
	31950-Amber				
			PWSC- Supplies		
			502-000-000-548-78-31-00	Supplies	\$48.66
	Total 31950-Amber				\$48.66
	Total 160902				\$256.48
Total Musgrave, Amber					\$256.48
Office Depot Business Solutions	160903			2016 - 11 - 11-21-16 Council	
	874712031001				
			Pd- Supplies		
			001-000-021-523-20-31-00	Supplies	\$5.65
			pd, office supplies		
	Total 874712031001				\$5.65
	876630473001				
			cityhall-supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$206.47
			city hall, office supplies		
	Total 876630473001				\$206.47
	878398480001				
			cityhall-supplies		
			001-000-000-518-30-31-00	Operating Supplies	\$51.78
	Total 878398480001				\$51.78
	878398676001				
			cityhall-supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$6.46
			001-000-000-518-30-31-00	Operating Supplies	\$3.98
	Total 878398676001				\$10.44
	878398677001				
			cityhall-supplies		
			001-000-000-514-23-31-00	Operating Supplies	\$146.38
			001-000-000-518-30-31-00	Operating Supplies	\$52.16
	Total 878398677001				\$198.54
	Total 160903				\$472.88
Total Office Depot Business Solutions					\$472.88

Vendor Number Reference Account Number Description Amount

Oxarc Inc	160904		2016 - 11 - 11-21-16 Council	
		SYC4723	FD-Supplies	
			003-000-000-594-22-64-00	Cap Outlay-Equipment-Fire Dept
		Total SYC4723		\$4,775.83
Total Oxarc Inc	Total 160904			\$4,775.83
Paul Deccio Installations	160905		2016 - 11 - 11-21-16 Council	
		2016-35	PD-Capital Outlay	
			501-000-021-594-21-64-00	Capital Outlay-Equipment
		Total 2016-35		\$3,343.82
		2016-36	PD-Capital Outlay	
			501-000-021-594-21-64-00	Capital Outlay-Equipment
		Total 2016-36		\$3,343.82
Total Paul Deccio Installations	Total 160905			\$6,687.64
Pete's Cleaning Service	160906		2016 - 11 - 11-21-16 Council	
		111216-pete	City-hall Janitorial	
			001-000-000-518-30-48-10	Repair & Maintenance-Janitorial
			City Hall	
		Total 111216-pete		\$400.00
Total Pete's Cleaning Service	Total 160906			\$400.00
Platt Electric Supply Inc	160907		2016 - 11 - 11-21-16 Council	
		K585267	jail- supplies	
			001-000-021-523-60-48-00	Repair & Maintenance
		Total K585267		\$123.15
Total Platt Electric Supply Inc	Total 160907			\$123.15
Quantrille, Alan	160908		2016 - 11 - 11-21-16 Council	
		166028207568	pd- Retired Benefits	
			001-000-021-521-10-28-10	Benefits-LEOFF Retirees Reimbursement
		Total 166028207568		\$9.19

Vendor	Number	Reference	Account Number	Description	Amount
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Total 160908			PD- Retired PD Benefits		\$22.49
Total Quantrille, Alan			001-000-021-521-10-28-10	Benefits-LEOFF I Retirees Reimbursement	\$22.49
Rathbun Iron Works Inc					\$31.68
160909					\$31.68

Total 16602897568					
W3614			2016 - 11 - 11-21-16 Council		
Total W3614			FD-repair	Repair And Maintenance	\$94.61
			001-000-022-522-20-48-00		\$94.61
					\$94.61

Total Rathbun Iron Works Inc					
Seawestern Fire Equipment			2016 - 11 - 11-21-16 Council		
160910			FD- Supplies	Cap Outlay-Equipment-Fire Dept	\$604.24
			003-000-000-594-22-64-00		\$604.24

Total 194509					
194545			FD- Supplies	Cap Outlay-Equipment-Fire Dept	\$7,024.29
			003-000-000-594-22-64-00		\$7,024.29
					\$7,628.53
					\$7,628.53

Total 194545					
Total 160910					
Total Seawestern Fire Equipment			2016 - 11 - 11-21-16 Council		
Smitty's Outdoor Power Equipment Inc			PWSC- Small Tools	Small Tools & Equipment	\$132.65
160911			502-000-000-548-78-35-00		\$132.65
					\$132.65
					\$132.65

Total 0091467					
Total 160911					
Total Smitty's Outdoor Power Equipment Inc			2016 - 11 - 11-21-16 Council		
Sousley Sound & Communications			Jail-Suveillance camera	Repair And Maintenance	\$1,278.62
160912			001-000-021-523-20-48-00		\$1,278.62
					\$1,278.62
					\$1,278.62

Total 80455					
Total 160912					
Total Sousley Sound & Communications					

Vendor	Number	Reference	Account Number	Description	Amount
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The Markets LLC	160917		2016 - 11 - 11-21-16 Council		
		846-165736	fd, supplies		
			001-000-022-522-20-31-00	Supplies	\$52.35
		Total 846-165736			\$52.35
		846-165742	citywide, ee lunch		
			001-000-000-517-90-31-00	Supplies	\$79.83
		Total 846-165742			\$79.83
Total The Markets LLC	Total 160917				\$132.18
Trucks NW LLC	160918		2016 - 11 - 11-21-16 Council		
		161117	err, pwsc-purchase dump truck	Capital Outlay-Equipment	\$23,750.00
			501-000-048-594-48-64-00		\$23,750.00
		Total 161117			\$23,750.00
Total Trucks NW LLC	Total 160918				\$23,750.00
UPS	160919		2016 - 11 - 11-21-16 Council		
		00004Y3R77446	FD-Communication		
			001-000-022-522-20-42-00	Communications	\$17.28
		Total 00004Y3R77446			\$17.28
Total UPS	Total 160919				\$17.28
US Bankcorp Equipment Finance Inc	160920		2016 - 11 - 11-21-16 Council		
		317037323	Admin Rental		
			503-000-000-518-81-45-00	Rentals & Leases-Copiers	\$1,757.99
		Total 317037323			\$1,757.99
Total US Bankcorp Equipment Finance Inc	Total 160920				\$1,757.99
US Bank-Global Corporate Trust Services			2016 - 11 - 11-21-16 Council		
		EFT Payment 11/18/2016 2:26:01 PM - 1			
		333470	Admin- long-term		
			001-000-022-592-11-83-00	Long-term Debt-GO Bonds-Interest	\$6,360.14

Vendor: Number Reference Account Number Description Amount

Total 333470
 Total EFT Payment 11/18/2016 2:26:01 PM - 1
 Total US Bank-Global Corporate Trust Services \$6,360.14
 US Bank-Safekeeping Department 160921 \$6,360.14

100116-103116
 2016 - 11 - 11-21-16 Council
 Admin- Misc
 001-000-000-514-23-49-62
 Miscellaneous-Investment Fees \$24.00
 monthly maint.

Total 100116-103116 \$24.00
 Total 160921 \$24.00
 Total US Bank-Safekeeping Department \$24.00
 Valley Septic Service LLC 160922 \$24.00

137117-sewer
 2016 - 11 - 11-21-16 Council
 Sewer- Prof Services
 402-000-000-535-10-47-00
 Utilities \$62.00
 sewer, toilet rental

Total 137117-sewer \$62.00
 Total 160922 \$62.00
 Total Valley Septic Service LLC \$62.00
 Verizon Wireless-Modems 160923 \$62.00

9774081329
 2016 - 11 - 11-21-16 Council
 Pd car modems
 001-000-021-521-22-42-00
 Communications \$771.35
 Police Car Modems

Total 9774081329 \$771.35
 Total 160923 \$771.35
 Total Verizon Wireless-Modems \$771.35
 Vision Forms, LLC 160924

3887
 2016 - 11 - 11-21-16 Council
 admin, utility bills
 001-000-000-514-23-41-40
 Miscellaneous-Publications \$856.53

Total 3887 \$856.53
 Total 160924 \$856.53
 Total Vision Forms, LLC \$856.53

Vendor Number Reference Account Number Description Amount

Vendor	Number	Reference	Account Number	Description	Amount
WA ST Dept of Agriculture	160866		2016 - 11 - 11-21-16 Council		
		67505-jmacias	PWSC- Misc		
			502-000-000-548-78-49-00	Miscellaneous	\$33.00
	Total 160866				\$33.00
	160925		2016 - 11 - 11-21-16 Council		
		85567-torindelvo	PWSC- Misc		
			502-000-000-548-78-49-00	Miscellaneous	\$33.00
	Total 160925				\$33.00
Total WA ST Dept of Agriculture					\$66.00
WA ST Dept of Ecology	160864		2016 - 11 - 11-21-16 Council		
		6729-ii-Schumacker	Sewer-License		
			402-000-000-535-80-49-30	Miscellaneous-Dues & Memberships	\$30.00
	Total 160864				\$30.00
	160865		2016 - 11 - 11-21-16 Council		
		7716-ii	Sewer-License		
			402-000-000-535-80-51-00	Intergovernmental Prof Svcs	\$30.00
	Total 160865				\$30.00
	160926		2016 - 11 - 11-21-16 Council		
		2017-BA0050229	Sewer-License		
			402-000-000-535-80-49-30	Miscellaneous-Dues & Memberships	\$956.09
	Total 160926				\$956.09
Total WA ST Dept of Ecology					\$1,016.09
WA ST Dept of Licensing			2016 - 11 - 11-21-16 Council		
		EFT Payment 11/18/2016 2:26:01 PM - 2	wa0000085-angel lernardo nunez		
			pd-Gun permits		
			001-000-999-586-21-00-00	Gun Permits-Concealed Pistols	\$18.00
	Total EFT Payment 11/18/2016 2:26:01 PM - 2				\$18.00
Total WA ST Dept of Licensing					\$18.00

Vendor	Number	Reference	Account Number	Description	Amount
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WA ST Dept of Revenue					
EFT Payment 11/18/2016 2:26:01 PM - 3			2016 - 11 - 11-21-16 Council		
10/2016 wsdor					
citywide, taxes					
001-000-021-523-60-44-00			Tax		\$6.14
001-000-999-586-13-00-44			Sales Tax - Jail		\$6.49
401-000-000-534-10-44-00			Prof Service-Wast Dor-Excisetx		\$4,789.24
402-000-000-535-10-44-00			Sales & Excise Tax		\$2,015.71
403-000-000-537-10-44-00			Sales & Excise Tax		\$2,859.72
404-000-000-536-20-44-00			Sales & Excise Tax		\$173.80
404-000-000-586-00-00-00			Agency Type Disbursements		\$253.76
Total 10/2016 wsdor					\$10,104.86
Total EFT Payment 11/18/2016 2:26:01 PM - 3					\$10,104.86
Total WA ST Dept of Revenue					\$10,104.86
WA ST Office of the Treasurer					
160927					

092016-WASTOfficeTreasurer			2016 - 11 - 11-21-16 Council		
Admin- Angency Dist					
001-000-999-586-10-00-00			Agency Dist-Building Permit FE		\$9.00
001-000-999-586-83-00-00			Agency Disb-St-Trauma Care		\$104.55
001-000-999-586-83-00-31			Agency Dist-Auto Theft Prevent		\$208.57
001-000-999-586-83-00-32			Agency Dist-Trau Brain Injury		\$37.76
001-000-999-586-88-00-00			Agency Dist-St-Psea 3		\$16.97
001-000-999-586-89-00-09			Court-WSP Hiway Acct		\$45.38
001-000-999-586-89-00-14			Court-Hwy Safety Acct		\$12.70
001-000-999-586-89-00-15			Court-Death Inv Acct		\$8.00
001-000-999-586-91-00-00			Agency Disbb-St-Psea 1		\$1,865.29
001-000-999-586-92-00-00			Agency Disb-St-Psea 2		\$1,145.99
001-000-999-586-96-00-00			Lab/Breath Test		\$6.96
001-000-999-586-97-00-00			Agency Dist-St-Jis		\$470.67
001-000-999-586-99-00-00			Agency Disb-St-Sch Zone Safety		\$272.94
Total 092016-WASTOfficeTreasurer					\$4,204.78
Total 160927					\$4,204.78
Total WA ST Office of the Treasurer					\$4,204.78
WA ST Patrol					
160928			2016 - 11 - 11-21-16 Council		
I17003106					
Total I17003106					\$24.00
Total 160928					\$24.00
Total WA ST Patrol					\$24.00

Water Deposit-Refund for Closed Account					
	160656				
		2114.0- Roberta Reynolds	2016 - 11 - 11-21-16 Council	Roberta Reynolds	
		Water deposit refund			
		401-000-000-589-90-00-34		Non Expenditure-Return of Utility Deposit	\$247.42
		Total 2114.0- Roberta Reynolds			\$247.42
	Total 160656				
	160657				
		2509.0-Carla Williams	2016 - 11 - 11-21-16 Council	Carla Williams	
		water deposit refund			
		401-000-000-589-90-00-34		Non Expenditure-Return of Utility Deposit	\$150.00
		Total 2509.0-Carla Williams			\$150.00
	Total 160657				
	160658				
		2535.0-David Enriquez	2016 - 11 - 11-21-16 Council	David Enriquez	
		water deposit refund			
		401-000-000-589-90-00-34		Non Expenditure-Return of Utility Deposit	\$150.00
		Total 2535.0-David Enriquez			\$150.00
	Total 160658				
	160659				
		1123.1-Ernesto Peres	2016 - 11 - 11-21-16 Council	Ernesto Perez	
		Water Deposit refund			
		401-000-000-589-90-00-34		Non Expenditure-Return of Utility Deposit	\$150.00
		Total 1123.1-Ernesto Peres			\$150.00
	Total 160659				
	160660				
		1658.0-Wapato Fruit Proud	2016 - 11 - 11-21-16 Council	Wapato fruit Proud	
		water refund deposit			
		401-000-000-589-90-00-34		Non Expenditure-Return of Utility Deposit	\$10.00
		Total 1658.0-Wapato Fruit Proud			\$10.00
	Total 160660				
	160661				
		1649.0-Ramon Noyola	2016 - 11 - 11-21-16 Council	Ramon Noyola	
		water deposit refund			
		401-000-000-589-90-00-34		Non Expenditure-Return of Utility Deposit	\$60.00
		Total 1649.0-Ramon Noyola			\$60.00
	Total 160661				
	160662				
		1052.0- Diane Hanson	2016 - 11 - 11-21-16 Council	Diane Hanson	
		water-deposit refund			
		401-000-000-589-90-00-34		Non Expenditure-Return of Utility Deposit	\$150.00
		Total 1052.0- Diane Hanson			\$150.00
	Total 160662				

Vendor	Number	Reference	Account/Number	Description	Amount
	160663	1618.0- Peggy Vasquez Ch#160663	2016 - 11 - 11-21-16 Council	Peggy Vasquez	\$20.27
		Water Deposit refund CH# 160663 sgc			\$20.27
		401-000-000-589-90-00-34		Non Expenditure-Return of Utility Deposit	\$20.27
	Total 160663	Total 1618.0- Peggy Vasquez Ch#160663			
	160664	1379.0-Olga Jesus Perez Ch#160664	2016 - 11 - 11-21-16 Council	Olga & Jesus Perez	\$150.00
		Water Deposit refund			\$150.00
		401-000-000-589-90-00-34		Non Expenditure-Return of Utility Deposit	\$150.00
	Total 160664	Total 1379.0-Olga Jesus Perez Ch#160664			
	160666	2436.0 Reggie Johnson-Ch# 160666	2016 - 11 - 11-21-16 Council	Reggie Johnson	\$150.00
		Water-Deposit Refun			\$150.00
		401-000-000-589-90-00-34		Non Expenditure-Return of Utility Deposit	\$150.00
	Total 160666	Total 2436.0 Reggie Johnson-Ch# 160666			\$1,237.69
	Total Water Deposit-Refund for Closed Account				
	Yakima CO Dept of Corrections				
	160929	october2016-inmate housing	2016 - 11 - 11-21-16 Council		\$762.23
		jail, Yakima co detention		Yakima County Detention-Wapato Inmates	\$762.23
		001-000-021-523-60-51-20			\$762.23
	Total 160929	Total october2016-inmate housing			\$762.23
	Total Yakima CO Dept of Corrections				
	Yakima CO Public Service-Solid Waste Division				
	160930	2287400	2016 - 11 - 11-21-16 Council		\$28.16
		jail-supplies		Repair And Maintenance	\$28.16
		001-000-021-523-20-48-00			\$28.16
	Total 160930	Total 2287400			\$28.16
	Total Yakima CO Public Service-Solid Waste Division				
	Yakima CO Treasurer-Crime Victims				
	160931	092016-YCOTCV	2016 - 11 - 11-21-16 Council		\$68.02
		court-remittance			\$68.02
		001-000-999-586-12-00-00		Agency Disb-CO Reimb-Crime Vic	\$68.02
	Total 160931	Total 092016-YCOTCV			\$68.02
	Total Yakima CO Treasurer-Crime Victims				

Vendor Number	Reference	Account/Number	Description	Amount
Yakima Humane Society 160932	11012016-humane Society	2016 - 11 - 11-21-16 Council		
	PD- Humane Society Contract			
	001-000-000-554-30-41-00	Prof Service-Humane Society		\$1,750.00
		human society contract		\$1,750.00
Total 160932	Total 11012016-humane Society			\$1,750.00
Total Yakima Humane Society				\$1,750.00
Zoll Medical Corp 160933	2442782	2016 - 11 - 11-21-16 Council		
	PD- Small tools			\$480.06
	001-000-021-521-22-35-00	Small Tools & Equipment		\$480.06
Total 160933	Total 2442782			\$480.06
Total Zoll Medical Corp	Vendor Count	72		\$480.06
Grand Total				\$104,814.19

City of Wapato					
11/5/2016					
		Amount	Amount	Reg Hrs	OT Hrs
001-000-000	Administrative	\$ 17,298.56		495.50	1.50
001-000-021	Law Enforcement	\$ 52,301.63		1,091.74	28.91
001-000-023	Corrections	\$ 19,467.18		475.50	22.00
001-000-022	Fire	\$ 5,260.30		88.00	
001-000-300	Public Works	\$ 2,179.39		51.70	
Total Current Expense			\$ 96,507.05		
101-000-000	Street Fund		\$ 3,377.08	101.52	
102-000-000	Street Grants		\$ 892.23		
401-000-000	Water Fund		\$ 19,155.64	463.88	39.00
402-000-000	Sewer Fund		\$ 22,549.02	570.30	23.00
403-000-000	Garbage Fund		\$ 416.46	8.80	
404-000-000	Cemetery Fund		\$ 2,433.86	68.80	3.00
420-000-000	Sewer Construction Fund		\$ 13.89		
502-000-000	Public Works Service Center		\$ 5,468.65	123.00	2.00
			\$ 150,813.88	3,538.74	119.41



COUNCIL AGENDA ITEM

Meeting Date: November 21, 2016
Subject: Void Checks
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmán, Mayor

SUMMARY:

There are two items that need to be void.

Check 160683 dated 10/17/16 for \$398.28. It was a double payment and the vendor returned the check.

Check 160662 dated 11/7/16 for \$150.00. The owner of a property decided not to close the account and wished to have the deposit applied back to that property.

ALTERNATIVES:

None

FISCAL IMPACTS:

None

RECOMMENDATION AND MOTION:

I recommend approval of voiding check 160683 and 160662 for \$548.28.

The motion will be part of the consent agenda.



COUNCIL AGENDA ITEM

Meeting Date: November 21, 2016
Subject: Void Checks associated to the change in procedure for allocation of funds
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmán, Mayor

SUMMARY:

On October 3, 2016, you granted my request to change procedures for allocation of funds. Right after that meeting, I was talking to MRSC and they indicated the procedure may not be correct. I sent an email about the requirement of using checks. I have included the answer from the State Auditor's Office. Basically, the way I was accounting for allocations of funds previous to the checks was a correct procedure. So I am asking you to void the checks, 160535-160545, that you approved.

ALTERNATIVES:

No, the State Auditor's Office and I have come to an agreement on the procedure.

FISCAL IMPACTS:

None but staff time.

RECOMMENDATION AND MOTION:

I recommend voiding the checks

The motion will be part of the consent agenda.



COUNCIL AGENDA ITEM

Meeting Date: October 3, 2016
Subject: Change in procedure for allocation of funds
Prepared By: Susan Pearson, Clerk-Treasurer
Approved By: Tony Guzmán, Mayor

SUMMARY:

Every year, the City allocates money to Equipment Rental and Revolving (ER&R), Information Technology Rental and Revolving (ITR&R), and for the Public Works Service Center (PWSC). The City also has to move the tax on utilities from that utility to current expense. This was accomplished by using a transfer program in my financial suite. It came to my attention that the procedure that the City was using for these allocations was a factor in the State Auditor's not balancing on one of their worksheets. In an effort to help make the process easier, I have chosen to change our process. I will now be submitting these allocations as an invoice for Council to approve. To bring 2016 in compliance with this change, I have submitted all of the allocations to date for payment by check to Council.

ALTERNATIVES:

No cooperate with the State Auditor's which will cost more time and money for them to balance their documents.

FISCAL IMPACTS:

The cost will be if we do not cooperate with the State Auditor's and it costs them more time. The other impact is the large amount of checks presented to you at this meeting.

RECOMMENDATION AND MOTION:

I recommend approval of this new process.

The motion will be part of the consent agenda.

Register

Fiscal: 2016
 Deposit Period: 2016 - 10 - 2016 - 09
 Check Period: 2016 - 10 - 10-31-16 End of Month, 2016 - 10 - 10-03-16 Council, 2016 - 09 - 09-30-16 End of Month, 2016 - 09 - 09-19-16 Council, 2016 - 09 - 09-06-16 Council

Number	Name	Print Date	Clearing Date	Amount
Key Bank	101387455			
Check	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$55,897.07
<u>160535</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$56,208.43
<u>160536</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$55,883.93
<u>160537</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$52,653.87
<u>160538</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$56,507.12
<u>160539</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$54,718.13
<u>160540</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$59,483.84
<u>160541</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$64,290.48
<u>160542</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$324,325.00
<u>160543</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$159,800.00
<u>160544</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$354,580.00
<u>160545</u>	City of Wapato-Internal Service	10/3/2016	10/31/2016	\$1,294,347.87
	Total		Check	\$1,294,347.87
	Total		101387455	\$1,294,347.87
	Grand Total			\$1,294,347.87

Sue Pearson

From: DEVINEYS@sao.wa.gov
Sent: Wednesday, October 12, 2016 4:17 PM
To: Sue Pearson
Cc: stranda@sao.wa.gov; fentonc@sao.wa.gov
Subject: Response to Client Helpdesk Request 60341

Your request # 60341 for Wapato, City of has been resolved.

Your question was:

Should the transaction be a transfer (non-cash) transaction or should an invoice be submitted for Council approval to be receipted into our receipting system after approval simulating a cash transaction?

The background information you provided was:

I am struggling with what to do with my utility tax payment to the General Fund. Because it was a non-cash transaction, I was utilizing the transfer program in Vision. My Auditor had a hard time balancing Schedule 07. He recommended that I submit an invoice to Council for approval for the utility tax amount and then receipted it in so the amounts in "Issued During the Year" and "Redeemed During the Year" was closer to my totals. I am concerned because I am taking a non-cash transaction and making it appear to be a cash transaction. That seems incorrect to me.

=====
Our response is as follows:

No, you do not have to do that. Typically, internal transactions between funds - such as cost allocations, transfers, interfund loans, interfund reimbursements or interfund taxes and charges - are accounting transactions only. That is, they are accomplished using journal entries in the general ledger only. Financial oversight is accomplished through transaction approvals for transfers and loans, plan approvals for cost allocations, and rate approvals for interfund taxes and charges.

For some governments, the way that software or controls are set up forces a warrant to be issued whenever money is moved between funds or to process certain types of interfund transactions such as interfund taxes or charges. For most, this is not the case and journal entries are used to accomplish these transactions. For audit purposes, it is acceptable to process interfund transactions either way, although it is slightly preferable to do so as an accounting entry only if possible, in order to avoid the extra administrative processing (and associated potential for error) and physical instrument exposure of issuing warrants.

So the changes you shared with your council is certainly one acceptable way to do things, but it sounds like it might be more practical for you to continue accounting for these transactions as a journal entry as you've been doing before and instead utilize the transaction codes in Vision to identify these particular transactions when reconciling activity per your accounting system to bank activity.

=====
If you have additional follow-up questions, please reference this request number when you contact us again. A copy of this response is provided to your audit team to ensure that we are consistent and efficient when working with you.

Sincerely,
Scott DeViney

Disclaimer: Answers are informational only and are based on the specific circumstances presented. As laws and circumstances change, or additional facts are presented, the answer is subject to change. The information provided by the Washington State Auditor's client helpdesk is not a legal or a binding opinion.

Neither the State of Washington nor any agency, officer, or employee of the State of Washington warrants the accuracy, reliability or timeliness of any information in the Public Access System and shall not be liable for any losses caused by such reliance on the accuracy, reliability, or timeliness of such information. Portions of such information may be incorrect or not current. Any person or entity that relies on any information obtained from the System does so at his or her own risk.



COUNCIL AGENDA ITEM

Meeting Date: November 7, 2016
Subject: Small Works Roster – R2016-38
Prepared By: Menglou Wang, PW Director
Approved By: Tony Guzman, Mayor

SUMMARY:

Many public agencies maintain a Small Works Roster and Consultant Roster. The agency is required to advertise once a year, to receive applications, to review applicant eligibility, and to maintain the rosters in an online database. It is a lot of work for small public agencies.

MRSC (Municipal Research and Services Center) provides a roster service used by participating Washington public agencies to efficiently and affordably contact registered businesses about small public works construction projects, consulting opportunities, and contracting of goods or services.

By entering into a contract with MRSC and pay an annual fee of \$120, the City can use MRSC roster service.

ALTERNATIVES:

- City to maintain a Small Works Roster
- City to place advertisement for each project

FISCAL IMPACTS:

The cost to use MRSC Small Works Roster is \$120 per year.

RECOMMENDATION AND MOTION:

Council is asked to approve the contract.

RESOLUTION NO. 2016-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MUNICIPAL RESEARCH AND SERVICES CENTER OF WASHINGTON (MRSC) FOR THE HOSTING OF THE CITY'S SMALL PUBLIC WORKS AND CONSULTANT ROSTERS.

WHEREAS, RCW 39.04.155 and other laws regarding contracting for public works by municipalities, allow certain contracts to be awarded by a small works roster process; and

WHEREAS, Ch. 39.80 RCW and other laws regarding contracting for consulting services by municipalities allow certain contracts to be awarded by a consultant roster process; and

WHEREAS, the City Council of the City of Wapato finds that it is in the City's best interest to enter into a contract with the Municipal Research and Services Center of Washington (MRSC) to host the City's small works and individual consultant rosters;

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

Section 1. MRSC Rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to have their official rosters hosted in the online database for the City's use for small public works contracts, and consulting services developed and maintained by MRSC through MRSC Rosters and authorizes the Mayor to sign that contract.

Section 2. Small Public Works Roster. The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

1. **Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair, or improvement of real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), which includes the costs of labor, material, equipment, sales, or use taxes as applicable. Instead, the City may use the Small Public Works Roster procedures for public works projects as set forth in this resolution. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.
2. **Publication.** At least once a year, MRSC shall, on behalf of the City, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the small works roster and solicit the names of contractors for the small works roster. MRSC shall add responsible contractors to the small works roster at any time that a

contractor completes the online application provided by MRSC, and meets minimum State requirements for roster listing.

3. **Telephone, Written, or Electronic Quotations.** The City shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1). The City may establish supplementary bidder criteria under RCW 39.04.350 (2) to be considered in the process of awarding a contract.

- a) A contract awarded from a small works roster will not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.
- b) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from one hundred and fifty thousand dollars (\$150,000) to three hundred thousand dollars (\$300,000), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

- (i) publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
 - (ii) mailing a notice to these contractors; or
 - (iii) sending a notice to these contractors by facsimile or email.
- c) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project;
 - d) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

4. **Limited Public Works Process.** If a work, construction, alteration, repair, or improvement project is estimated to cost less than thirty-five thousand dollars (\$35,000), the City may award such a contract using the limited public works process provided under RCW 39.04.155 (3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, material men, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

The City shall maintain a list of the contractors contacted and the contracts awarded during the previous 24 months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

5. **Determining Lowest Responsible Bidder.** The City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City Council may call for new bids. A responsible bidder shall be a registered or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.
6. **Award.** All of the bids or quotations shall be collected by the Mayor or his designee.

- a) The Mayor or his designee shall then present all bids or quotations and their recommendation for award of the contract to the City Council. The City Council shall consider all bids or quotations received, determine the lowest responsible bidder, and award the contract; or
- b) If the City Council delegates the authority to award bids to the Public Works Director of the City for public works projects costing less than or equal to \$40,000, the Public Works Director shall have the authority to award public works contracts without City Council approval, provided that the City Council shall ratify the Public Works Director's approval at the next scheduled City Council meeting by means of the consent agenda. For public works projects costing more than \$40,000, the City Council shall award all public works contracts.

Section 4. Consulting Services Roster. The following consulting services roster procedures are established for use by the City pursuant to RCW 39.80.030:

1. **Consulting Services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.
2. **Publication.** At least once a year, MRSC shall, on behalf of the City, publish in a newspaper of general circulation within the municipality's jurisdiction a notice of the existence of the consulting services roster and solicit the names of consultants for the consulting services roster. MRSC shall add responsible consultants to the consulting services roster at any time that a consultant completes the online application provided by MRSC, upload a Statement of Qualifications, and meets minimum State requirements for roster listing.
3. **Review and Selection of the Statement of Qualifications Proposals.** The City shall use the following process to select the most highly qualified Architectural or Engineering firm off of the Consulting Services Roster to provide the required services:
 - a) The City Council shall establish criteria that the Mayor, or his designee, must consider in evaluating Architectural or Engineering firms for a given project. Such criteria shall include a plan to insure that minority and women-owned firms and veteran-owned firms are afforded the maximum practicable opportunity to compete for and obtain public contracts for architectural or engineering services. The level of participation by minority and women-owned firms and veteran-owned firms shall be consistent with their general availability within the jurisdiction of the City.
 - b) The Mayor, or his designee, shall evaluate the written statements of qualifications and performance data on file with the City at the time that architectural or engineering services are required;
 - c) Such evaluations shall be based on the criteria established by the City Council; and
 - d) The Mayor, or his/her designee, shall conduct discussions with one or more firms regarding anticipated concepts and the relative utility of alternative methods of approach for furnishing the required services.
 - e) The firm deemed most highly qualified by the agency to do the project will be selected.

4. Award.

- a) The City Council considers the proposal received and awards the contract; or

- b) If the City Council delegates the authority to award projects to the Public Works Director of the City for consulting services costing less than or equal to \$10,000, the Public Works Director shall have the authority to award contracts for consulting services without the City Council approval, provided that the City Council shall ratify the Public Works Director's approval at the next scheduled City Council meeting by means of the consent agenda. For consulting services costing more than \$10,000, the City Council shall award all contracts for consulting services.

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

Tony Guzmán, Mayor

ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer

APPROVED TO FORM:

Kellen Holgate, City Attorney

1st Touch Date: _____

2nd Touch Date: _____



Washington Public Agency Contract Small Works and Consultant Rosters

This contract (the "Contract") is made by and between Municipal Research and Services Center of Washington ("MRSC"), a not-for-profit corporation, and the Washington local government (the "Public Agency"),

1. **Purpose.** The purpose of this Contract is to provide the Public Agency with membership in MRSC Rosters.
2. **Scope of Services.** MRSC shall host the entire Public Agency's Individual Small Public Works Roster ("Small Works Roster") and Individual Consultant Roster ("Consultant Roster"), (collectively "Rosters"). MRSC shall advertise at least annually for the Small Works Roster and Consultant Roster in accordance with statutory requirements on behalf of the Public Agency. MRSC will assist small public works and consultant business (collectively, "businesses") with roster registration throughout the year, receive applications, review applicant eligibility for compliance with basic statutory eligibility requirements, and maintain business applications in an online database.
3. **Effective Date and Term.** This Contract shall be effective in the year in which it is signed on either May 1 if signed prior to May 1 or December 1 if signed prior to December 1, for a period of one year.
4. **Access to MRSC Rosters by Public Agency Prior to Legal Notice.** As of the Contract effective date, the Public Agency may access the MRSC Rosters database at www.mrscrosters.org by entering its account login information, as will be provided by MRSC. The Public Agency may search for and view business applications as of the effective date of the Contract, but it may not contact businesses about roster projects until after the legal notice is posted.
5. **Notification of Transition to MRSC Rosters.** As of the contract effective date, the Public Agency may begin notifying interested businesses that they may register with the Public Agency at any time in the MRSC Rosters, but that the Public Agency will not begin using the hosted rosters until after the legal notice is posted.
6. **Roster Legal Notice.** MRSC shall post the statutorily-required roster legal notice on behalf of the Public Agency in a newspaper of general circulation relative to the location of the Public Agency. The notice will occur the first Monday of January or June, or during the week of the first Monday of January or June for weekly newspapers.
7. **Use of MRSC Rosters by Public Agency.** As of the date of the applicable legal notice in January or June, all departments of the Public Agency will discontinue use of any previously-maintained rosters and begin using the MRSC Rosters exclusively when choosing to follow a roster contracting process, in accordance with the following statutory requirements:
 - (a) **Small Works Roster.** The Public Agency will use the Small Works Roster to select businesses for public work projects in accordance with RCW 39.04.155, as now or hereafter amended. The Public Agency shall be responsible for its own and the selected businesses' compliance with all other laws and regulations governing public works contracting, including retainage and bonds, prevailing wages, and any other applicable requirements.
 - (b) **Consultant Roster.** The Public Agency will use the Consultant Roster to select businesses for consultant projects in accordance with the laws and ordinances applicable to the Public Agency, including Chapter 39.80 RCW when contracting for architectural and engineering services. The Public Agency shall be responsible for its own and the selected businesses' compliance with all laws and regulations governing the purchase of services.

8. **Compensation of Businesses.** The Public Agency shall be responsible for payments to any business that it selects as a result of its use of MRSC Rosters. The Public Agency shall make all such payments directly to the businesses selected by the Public Agency.

9. **Annual Membership Fee.** The Public Agency will pay MRSC an annual membership fee based on the five-year average of the Public Agency's total capital expenditures. Payment of the annual membership fee is due within thirty (30) days of the Contract effective date.

Based on the following Membership Fee Scale, the Public Agency will pay an annual membership fee of \$_____.

Total Capital Expenditures	Annual Membership Fee
Less than 5 million	\$120
5 to 10 million	\$240
10 to 15 million	\$360
15 to 25 million	\$480
25 to 50 million	\$600
More than 50 million	\$900

10. **Relationship of Parties.** MRSC will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the Public Agency. Nothing in this Contract shall be construed to render the parties partners or joint venturers.

11. **Limitation of MRSC Liability.** MRSC shall not be, directly or impliedly, a party to any contract with small works, consulting, or vendor businesses which the Public Agency may enter into as a result of the Public Agency's use of the MRSC Rosters. MRSC does not accept responsibility or liability for the performance of any business used by the Public Agency as a result of its use of the MRSC Rosters.

12. **Hold Harmless and Indemnification.** Each party shall defend, indemnify, and hold the other party harmless from any and all claims, injuries, damages, losses, or suits, including attorney fees, to the extent arising from any negligent act or omission of that party's officers, employees, volunteers, and agents in connection with the performance of this Contract.

13. **Termination.** This Contract may be terminated, with or without cause, by written notice of either party to the other. Termination shall be effective thirty (30) days after written notice. Termination of the contract by the Public Agency does not entitle the Public Agency to a refund of the membership fee prorated as to the time remaining in the contract term following termination.

14. **Renewal.** This Contract may be renewed annually by completing the online renewal process that includes confirming that the Public Agency will continue abiding by the terms outlined in this Contract and making payment within thirty (30) days from the effective date of either May 1 or December 1.

15. **Non-assignment.** MRSC shall contract with Upwards Technologies for the hosting of the Public Agency rosters in the online database. MRSC shall not otherwise subcontract or assign any of the rights, duties, or obligations imposed upon it by this Contract without the prior express written consent of the Public Agency.

16. **Governing Law and Venue.** This Contract shall be governed by the laws of the State of Washington.

18. **Severability.** Should any clause, phrase, sentence or paragraph of this Contract be declared invalid or void, the remaining provisions of this Contract shall remain in full force and effect.

19. **Complete Agreement.** This Contract constitutes the entire understanding of the parties. Any written or verbal agreements that are not set forth herein or incorporated herein by reference are expressly excluded.

20. **Public Agency Information.** For purposes of Contract administration, the Public Agency provides the following information:

Official Public Agency Name: City of Wapato

Common Public Agency Name (if different): _____

Mailing Address: 205 E 3rd St
Wapato WA 98951

County: Yakima

Type of Public Agency: 2nd Class City

Website: www.wapato-city.org

Primary Contact:

Name: Menglou Wang
Title: Public Works Director
Email: m.wang@wapato-city.org
Telephone: 509-877-3622
Facsimile: 509-877-6381

Additional Contact:

Name: Susan Pearson
Title: Clerk-Treasurer
Email: spearson@wapato-city.org
Telephone: 509-877-2334
Facsimile: 509-877-3979

21. **Signatures.** By signing this Contract, the Public Agency signatory below certifies that he/she has the authority to enter into this Contract on behalf of the entire Public Agency.

PUBLIC AGENCY

MRSC

[Signature]

Mayor

[Title]

[Date]

[Signature]

MRSC Rosters Manager

[Title]

[Date]



COUNCIL AGENDA ITEM

Meeting Date: November 7, 2016
Subject: Consultant Agreement with G&O (W. 1st St)
Prepared By: Menglou Wang, PW Director
Approved By: Tony Guzman, Mayor

SUMMARY:

The City has received a grant from TIB to overlay part of W. 1st Street in 2017. It will be a good opportunity to upgrade the existing waterline prior to the pavement overlay project. The existing waterline on W. 1st Street from Naches Avenue to U.S. Highway 97 is 6" asbestos pipe, which does not meet the current standards. The new waterline will be 12" diameter ductile iron or PVC C-900 waterline. The length of the waterline is approximately 1,100 feet and the total project cost (including engineering and construction) will be about \$200,000.

In order to move the project forward, the City needs to contract with an engineer to prepare construction drawings and bidding documents. Gray and Osborne (G&O) has been selected for a consultant agreement negotiation. G&O has provided a proposal for the engineering services, and staff believe the proposal is acceptable. This agreement covers design phase only.

ALTERNATIVES:

The City has gone through an engineer selection process early this year. Through reviewing statements of qualifications submitted by 4 engineering firms, and interview of 2 of these engineering firms, the City has found that G&O is the most qualified engineer firm to serve as the City's on-call engineer. TIB agrees with the City to negotiate a consultant contract with G&O for this project.

FISCAL IMPACTS:

The engineering fee for this consultant agreement for the design phase is \$17,000. It will be paid by the City Water Fund.

RECOMMENDATION AND MOTION:

Council is asked to approve the contract.

RESOLUTION NO. 2016-39

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON, APPROVING A CONSULTANT AGREEMENT FOR THE WEST 1ST STREET WATERLINE PROJECT WITH GRAY & OSBORNE, INC.

WHEREAS, the City of Wapato desires to upgrade the water distribution system on West 1st Street from Naches Ave to U.S. Highway 97; and,

WHEREAS, the existing 6" asbestos waterline within the project area does not meet the fire flow requirement and needs to be replaced with 12" waterline before West 1st Street is paved; and,

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

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

WHEREAS, the City Council of the City of Wapato finds it is in the best interests of the residents of the City of Wapato to enter into a contract for the arterial preservation project with G&O;

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

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

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

Tony Guzmán, Mayor

**AMENDMENT NO. 6
TO
CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES**

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

Add the attached Exhibit "A" covering the engineering services for the West 1st Street Water Main, with a "not to exceed" budget of \$17,000.00, as shown on the attached Exhibit "B."

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

GRAY & OSBORNE, INC.

CITY OF WAPATO

By: Michael B. Johnson
(Signature)

By: _____
(Signature)

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

Name: _____
(Print)

Date: 9/29/16

Date: _____

"Equal Opportunity/Affirmative Action Employer"

EXHIBIT "A"

SCOPE OF WORK

CITY OF WAPATO WEST 1ST STREET WATER MAIN

INTRODUCTION

The purpose of this Contract is for Gray & Osborne, Inc. to provide engineering and related services necessary to develop preliminary and final plans, specifications, and cost estimates (PS&E) resulting in the preparation of bid/construction documents suitable for the bid, award, and construction of the replacement of approximately 1,000 feet of water main along West 1st Street from Frontage Road to Naches Avenue.

The roadway along this section of water main has been surveyed and designed as part of the West 1st Street Arterial Preservation Project. The preliminary work and survey associated with that project will serve as the basis for this project. The engineering and related services contemplated for this project will generally include developing conceptual drawings and developing detailed project cost estimates. After the concept has been reviewed by the City, development of final PS&E products and bid/construction documents will be completed.

It is anticipated that this work will be constructed under one contract with the Camas Avenue water main work between 7th Street and 9th Street. That design work has been completed under a separate contract.

Additionally, the City of Wapato may retain Gray & Osborne, Inc. to provide construction management services at the City's further option. Since the construction management services cannot be reasonably determined at this time, and should the City desire to exercise this option, Gray & Osborne, Inc. shall prepare and amendment to this Agreement after the design documents are complete and approved by the City.

The project will consist of the following:

Task 1 – Project Management

Objective: Provide overall project management of Gray & Osborne resources, monitor and manage budget, manage and oversee the schedule of deliverables, manage quality assurance/quality control (QA/QC) program, and provide client contact.

Consultant Responsibilities

1. Contract execution, internal accounting, and auditing.
2. Internal resource management and prioritization of resources.

3. Oversee QA/QC reviews of engineering products to include constructability review, risk management assessment, and identification and pursuit of critical path items.
4. Manage and oversee the schedule of deliverables.
5. Provide project coordination with utility companies known to provide service in the area, as well as City Project Manager.

Assumptions

1. Gray & Osborne will provide standard Gray & Osborne-formatted invoices identifying personnel, hours, subconsultant costs (with itemized bills), and direct costs (mileage, printing, etc.). Invoices will be provided on a monthly basis.

City Responsibilities

1. Review and process monthly invoices in a timely fashion.
2. Participate in QA/QC process as desired.

Deliverables

1. Monthly invoices.
2. Original and/or courtesy copies of electronic mail, letters, photographs, etc., applicable to the development of the project.

Task 2 – Preliminary Design (60%)

Objective: Develop a preliminary design for the proposed improvements for the City's evaluation, review, and comment.

Consultant Responsibilities

1. Develop a strip map of the project corridor to include survey data and pertinent utility information. Mapping products will be used in development of conceptual design for proposed features.
2. Develop a detailed cost estimate of the preliminary design for City review and comment.
3. Perform QA/QC reviews.

Assumptions

1. Strip maps will be prepared at 1"=20' full size and at scale suitable for inclusion in reports.
2. Plan and profile sheets will be at a scale of 1"=20' horizontal and 1"=5' vertical.

3. Specifications will be in WSDOT format referencing the Standard Specifications.

City Responsibilities

1. Provide timely review (and comment) of products generated and submitted for this task.

Deliverables

1. One full-size (1"=20') strip map with preliminary design shown.
2. Two copies of plan and profile sheets of project corridor with plan view concept only (not profile).

Task 3 – Semifinal Design Document Preparation (90%)

Objective: Develop design/bid/construction documents to the 90 percent level based on preliminary design documents (60 percent complete).

1. Prepare and submit project specifications (two copies) to include proposal, contract, and bonding forms. This work assumes project specifications (including Special Provisions) will be based on the latest edition of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction and amendments thereto. The City shall be responsible for reviewing and approving the documents.
2. Prepare and submit updated and detailed engineering construction cost estimate at interval listed above for City review.
3. Prepare two copies of preliminary plans/drawings (to include special details). The plans will incorporate applicable City design standards, WSDOT design standards, MUTCD standards, and AASHTO Manual guidelines. Where conflicts exist between standards, the City will provide direction or request the Consultant's recommendation.

Deliverables

1. Two sets of 90 percent specifications.
2. Two sets of 90 percent project plans. Plan set will include title sheet, index sheet/legend/vicinity map/etc., plan and profile sheets, and miscellaneous detail sheets as applicable.

Task 4 – Final Design Document Preparation (PS&E)

Objective: Prepare final project plans, specifications, and cost estimates sufficient for bidding and constructing the project.

1. Prepare and submit final project plans (four copies) to City to include incorporation of all previous applicable and relevant City comments. Revise contract documents to incorporate final City comments (as applicable).
2. Prepare and submit final project specifications (four copies) to include contract, proposal, bonds, and insurance requirements, per City review and direction. Incorporate revisions or all previous applicable and relevant City comments. Prepare final and detailed engineer's construction cost estimate.

Task 5 – Quality Assurance/Quality Control

Objective: Provide QA/QC reviews of engineering products to enhance overall quality of products. Prepare QA/QC review recommendations as further noted below.

1. Conduct QA/QC meetings by key design team members to solicit comments, recommendations, and suggestions regarding engineering products, constructability issues, critical path items, risk management, and quality of product. City will be invited to participate. Prepare QA/QC Memorandum at each QA/QC interval regarding QA/QC comments, attendees, location, and date.

Deliverables

1. Identify all personnel participating in QA/QC review, as well as, date, location, discussion items and pertinent comments.

Task 6 – Bid and Award Services

Objective: Assist City in bidding and award services.

1. Prepare bid advertisement(s) for publication for City review and use.
2. Upon City authorization and direction, prepare and transmit both electronic and hard copies of bid documents to City. Prepare and transmit electronic files to the utility companies and plan centers. Gray & Osborne will maintain a plan holders list and will distribute copies of the contract provisions and contract plans and any addenda to bidders, free of charge, in electronic PDF format on compact discs from the Yakima office.

Deliverables

1. Electronic file of all plans and specifications and addenda (as may be applicable) to the City.
2. Hard copy of plans (four copies, two full size and two half size) and specifications (four copies) and cost estimates to include any addenda (as may be applicable) to City.

Construction Management Services

Gray & Osborne, Inc. shall provide construction management services as may be further desired by the City of Wapato at the City's option. If the City elects to exercise this option, Gray & Osborne, Inc. shall prepare a scope and fee for this additional work for the City's review and approval. Since the extent of this work cannot be reasonably determined at this time, it will be prepared at the completion of the design phase as a contract supplement. Gray & Osborne, Inc. will also be entitled to subcontract work, for example material testing services, to a qualified firm as further approved by the City.

EXHIBIT "B"

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

City of Wapato - West 1st Street Water Main

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	AutoCAD/ GIS Tech/ Eng. Intern Hours	Professional Land Surveyor Hours
1 Project Management	1				
2 Community and Agency Coordination					
2.1 Project Meetings with City (2)	1	4	4		
3 Quality Assurance/Quality Control Meetings					
3.1 30 Percent QA/QC	1	2	2	2	2
3.2 90 Percent QA/QC	1	2	2	2	2
4 Right-of-Way and Topographical Survey					
4.1 Update ROW and Basemap				4	2
5 Conceptual and Preliminary Design					
5.1 Develop Preliminary Concept		2	6	12	
5.2 Incorporate As-Built Utility Information				8	
5.3 Prepare Specifications		2	6		
5.4 Prepare Preliminary PSE Package		2	4	8	
6 Final Design Plans and Specifications					
6.1 Prepare and Submit Final PSE		4	8	12	4
6.2 Prepare and Submit SEPA					
7 Bid and Award Services					
7.1 Prepare and Distribute Advertisement		2	2		
7.2 Prepare and Distribute Electronic Bid Documents		4	4	8	
7.3 Answer Bid Inquiries		2	4		
7.4 Prepare and Distribute Bid Addenda			4	4	
7.5 Review Bids, Recommend Award	1	4	4		
Hour Estimate:	5	30	50	60	10
Fully Burdened Billing Rates:*	\$112 to \$176	\$115 to \$176	\$110 to \$142	\$45 to \$90	\$109 to \$128
Estimated Fully Burdened Billing Rate:*	\$175	\$140	\$110	\$80	\$120
Fully Burdened Labor Cost:	\$875	\$4,200	\$5,500	\$4,800	\$1,200

Subtotal Fully Burdened Labor Cost: \$ 16,575

Direct Non-Salary Cost:
Mileage & Expenses (Mileage @ IRS Rate) \$ 425

TOTAL ESTIMATED COST: \$ 17,000

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



COUNCIL AGENDA ITEM

Meeting Date: November 7, 2016
Subject: 9th Street Sidewalk Change Order #1
Prepared By: Menglou Wang, PW Director
Approved By: Tony Guzman, Mayor

BACKGROUND

The City's 9th Street Sidewalk Improvements project construction started late August 2016 and reached substantially completion early October. Change Order #1 will increase the contract price by \$4,404.05, which is 1.23% of the total construction contract. This is the only change order for the project.

SUMMARY:

Change Order #1 include three (3) components. They are listed below.

Item	Description	Price Change
1	Dig storm line deeper at Station 120+10,	\$1,219.53
2	Re-route storm line to catch basin at Station 120+46	\$2,851.51
3	Re-route storm line to catch basin at Station 123+59	\$ 333.01
4	Change Substantial Completion Contract Time from 30 days to 36 days, and change Physical Completion Contract Time from 35 days to 41 days.	\$ 0.00
	Net Increase in Contract Price for Change Order #1	\$4,404.05
	Total Increase in Contract Price (with 0.00% Tax)	\$4,404.05

ALTERNATIVES:

Because of the Contract in place, there are no alternatives except to negotiate the price.

Gray & Osborne has assisted the City in negotiating with the contractor to eliminate striping related items from the contract. This has saved the City \$11,410.00.

FISCAL IMPACTS:

The original contract amount was \$356,775.10, and the amount of Change Order #1 is \$4,404.05. The total new contract amount after Change Order #1 will be \$361,179.15 (1.23% increase).

The combination of Change Order #1 and striping elimination reduces the total project cost by \$7,005.95.

RECOMMENDATION AND MOTION:

The Council is asked to approve Change Order #1.

RESOLUTION NO. 2016-40

**A RESOLUTION OF THE CITY OF WAPATO, WASHINGTON, AUTHORIZING
CHANGE ORDER #1 TO THE 9TH STREET SIDEWALK IMPROVEMENTS
CONTRACT BETWEEN THE CITY OF WAPATO AND DW EXCAVATING, INC.**

WHEREAS, the City of Wapato and DW Excavating, Inc. previously entered into a contract for 9th Street Sidewalk Improvements; and,

WHEREAS, it has been determined that certain changes to this Contract are necessary; and,

WHEREAS, the changes requested include (1) digging storm line deeper at Station 120+10, (2) re-route storm line to catch basin at Station 120+46, (3) re-route storm line to catch basin at Station 123+59, and (4) change Substantial Completion Contract Time from 30 days to 36 days, and change Physical Completion Contract Time from 35 days to 41 days; and,

WHEREAS, the City Public Works Director has requested and recommended to the City Council of City of Wapato that it modify its Contract with DW Excavating, Inc. as a result of these changes; and,

WHEREAS, the City Council of the City of Wapato finds that it is in the best interests of the City and its residents to accept the changes to the contract and accept the change order amounts listed herein.

Now, therefore,

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

1. Change Order #1 for the Contract between the City of Wapato and DW Excavating, Inc. for the 9th Street Sidewalk Improvements shall be approved. The change to the Contract price is as follows:

Original Contract Price	\$356,775.10
Previous Change Orders	\$ 0.00
Contract Amount with Prior Changes	\$356,775.10
Amount of this Change Order	\$ 4,404.05
Total New Contract Price after this Change Order	\$361,179.15

Percent Increase of this Change Order 1.23%

2. Change Order #1 for the Contract shall change Substantial Completion Contract Time from 30 days to 36 days, and shall change Physical Completion Contract Time from 35 days to 41 days.

CHANGE ORDER

Project Title	9 th Street Sidewalk Improvements		
Owner	City of Wapato	Contractor Name	DW Excavating, Inc.
Change Order No.	1	Contractor Address	PO Box 1089 Davenport, WA 99122
Change Order Date	October 18, 2016		
G&O No.	16002.01		

The following changes are hereby made to the Contract Documents:

ITEM NO. 1: Dig Storm Line Deeper at Station 120+10

The pipe had to be installed deeper due to a conflict with an existing pipe.

The lump sum cost for this work is:.....\$1,219.53

Justification: The additional work is the result of changed site conditions.

ITEM NO. 2: Re-Route Storm Line to Catch Basin at Station 120+46

The actual location of the existing storm piping was determined to differ from the expected location, so the Contractor had to re-route the pipe to tie into the catch basin.

The lump sum cost for this work is:.....\$2,851.51

Justification: The additional work is the result of changed site conditions.

ITEM NO. 3: Re-Route Storm Line to Catch Basin at Station 123+59

The actual location of the existing storm piping was determined to differ from the expected location, so the Contractor had to re-route the pipe to tie into the catch basin.

The lump sum cost for this work is:.....\$ 333.01

Justification: The additional work is the result of changed site conditions.

CHANGE TO CONTRACT PRICE

Original Contract Amount (without tax):	\$356,775.10
Current Contract Amount, as adjusted by previous change orders:	\$356,775.10
The Contract Amount due to this Change Order will be increased by:.....	\$ 4,404.05
The new Contract Amount (without tax) due to this Change Order will be:.....	\$361,179.15

CHANGE TO CONTRACT TIME

The Substantial Completion Contract Time will be increased by 6 working days, for a total of 36 working days.

The Physical Completion Contract Time will be increased by 6 working days, for a total of 41 working days.

This document will become a supplement to the Contract and all provisions in the Contract will apply hereto. The Contractor acknowledges and agrees that by executing this change order he foregoes all rights and privileges of acquiring any additional compensation for any known or unknown claims of any type or nature, to include but not be limited to, any additional work, delays, extended office overhead, design omissions, changed site conditions, or any oral directions as of the date of the execution of this change order.

GRAY & OSBORNE, INC.
(RECOMMENDED)

 Date 10/28/16

DW EXCAVATING, INC.
(ACCEPTED)

 Date 10/28/16

CITY OF WAPATO
(ACCEPTED)

_____ Date _____





COUNCIL AGENDA ITEM

Meeting Date: November 7, 2016

Subject: R 2016-41 Yakima County Detention Contract

Prepared By: Sue Pearson, Clerk-Treasurer

Approved By: Tony Guzmán, Mayor

SUMMARY:

Every year, the Corrections Department is unable to keep certain inmates in the Wapato Jail by RCW. The City staying in compliance with those rules and regulations contract with Yakima County to house those inmates.

ALTERNATIVES:

None

FISCAL IMPACTS:

There will be a cost per day that inmates are at Yakima County plus any medical costs. It has been budgeted for.

RECOMMENDATION AND MOTION:

I recommend approval.

RESOLUTION NO. 2016-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING 2017 CORRECTION/DETENTION AGREEMENT WITH THE YAKIMA COUNTY TO HOUSE WAPATO INMATES.

WHEREAS, the City of Wapato occasionally has need for usage of the jail facilities maintained by Yakima County, Washington for its prisoners, including, when the jail facilities in Wapato are unavailable; and,

WHEREAS, correction and detention services offered by Yakima County must be fulfilled in accordance with a signed Interlocal Correction/Detention Agreement between Yakima County and the contracting city; and,

WHEREAS, the City Council for the City of Wapato finds it is in the best interest of the residents of the City to enter into the 2017 Correction/Detention Agreement with Yakima County for housing of inmates when necessary,

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

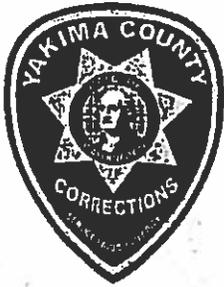
1. The City Council authorizes the Mayor to sign the 2017 Correction/Detention Agreement with Yakima County to house Wapato inmates. A copy of the Agreement is attached hereto for reference as Exhibit "1."
2. That this resolution shall be in full force and effect upon passage and signature.

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

Tony Guzmán, Mayor

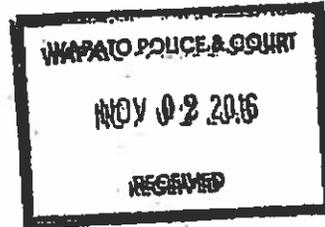
ATTEST:

Gloria Acosta, Deputy Clerk-Treasurer



**YAKIMA COUNTY
DEPARTMENT OF CORRECTIONS**
111 North Front Street Yakima, Washington 98901 (509) 574-1700

October 31st, 2016



Wapato Police Department
Chief David Simmons
205 South Simcoe Avenue
Wapato, WA 98951

RE: 2017 Local Corrections/Detention Agreements – Renewal Notification

Dear Chief Simmons:

It is once again time for us to begin the renewal process for the 2017 Local Corrections/Detention Agreements with the Yakima County Department of Corrections. I have enclosed (2) original agreements for you to review and have signed. There will be no changes for the upcoming year either in language or daily rates.

Please have the agreements signed and forwarded back to ATTN: Sandra Bess, Program Coordinator at 111 North Front Street, Yakima WA 98901. Once our Board of County Commissioners has signed, a fully executed original will be mailed back to you. Yakima County's last BOCC Agenda will be held on Tuesday, December 27th, 2016 so it is my hope that we will get them all fully executed before this year is over.

Please do not hesitate to contact me if you have any questions or issues you would like to discuss. I can be reached at 574-1758, or you can contact Sandra Bess at 574-1704.

Looking forward to another successful year of working together!

Respectfully,

Ed W. Campbell, Director
EC:sb

C: City Notebook

**2017 INTERLOCAL
CORRECTIONS/DETENTION AGREEMENT**

THIS INTERLOCAL CORRECTIONS/DETENTION AGREEMENT (hereinafter "Agreement") is made and entered into by and between Yakima County (hereinafter the "County") and the City of Wapato (hereinafter the "City/Town").

WHEREAS, RCW Chapters 39.34 and RCW 70.48 authorize the City and the County to enter into a contract for jail services that specifies the responsibilities of each party.

WHEREAS, the City, through its Police Department, or Mayor desires to continue to utilize the jail facilities maintained by the County for the detention of some City prisoners, and to reasonably compensate the County for the care and custody of said prisoners.

WHEREAS, the County, through its Department of Corrections, desires to continue to make its jail facilities available to the City for the detention of some City prisoners.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto mutually agree as follows:

1. **Purpose.** It is the purpose and intent of this Agreement that the County, through the Department of Corrections, and the City, through its Police Department, Manager or Mayor shall cooperate for the care and custody of male and female jail prisoners pursuant to the authority of Chapters 39.34, 70.48 and 39.34.180 of the Revised Code of Washington. This Agreement is intended to apply to those instances in which it is desirable that a person arrested for a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance, be held under the control and/or custody of the Yakima County Department of Corrections.
2. **Incarceration.** The County shall accept and incarcerate male and female prisoners of the City and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. The City shall accept and incarcerate male and female prisoners of the County and State and shall feed and otherwise generally care for those prisoners in the same manner as its own prisoners and in a manner consistent with rules governing its jail, if it has available space in its jail. Yakima County Department of Corrections will not accept prisoners that are not deemed medically acceptable. Please see **Attachment B** to this agreement. In addition, an inmate may be refused for reasons other than medical concerns. To the greatest extent permitted by law, the County shall have the right to refuse to accept a City/Town prisoner or to

return a City/Town prisoner. The County shall use reasonable judgment when invoking this section of the contract.

3. **Computation of Fees.** The Director of the Department of Corrections and the City Police Chief, or City Manager or Mayor shall meet by November of each year to estimate the fees for the following year. This fee will be established by determining the fixed and variable costs of the forthcoming budget along with the number of beds available and the estimated average prisoner days; provided, however, that this fee estimation shall not be considered a renewal of this Agreement.

4. **Charges and Other Services.**

4.1 **Daily Rate for Incarceration.** The City shall pay the County a daily rate for each day or partial day for each prisoner that is incarcerated in the Yakima County Jail for violation or alleged violation of a misdemeanor or gross misdemeanor referred from their respective jurisdiction, whether filed under State law or City ordinance. The City shall not be obligated to pay for incarceration of prisoners charged with any offense initially filed by the prosecuting attorney as a felony offense or an attempt to commit a felony offense.

The daily rate for the duration of this Agreement will be per day, per inmate according to Attachment A. If for some reason, an agreement between the City/Town and County cannot be reached by January 1, 2017, but incarceration of prisoners is desired, the daily rate shall be applied retroactively to January 1, 2017, once the parties reach an agreement.

4.2 Pursuant to this Agreement and that prisoner is also held in custody at the same time by the County on the basis of State and/or local agency criminal charges, the daily incarceration rate, and all other fees, electronic monitoring charges, medical treatment fees, etc.) for the prisoner shall be fractionalized on an equal basis between the respective jurisdictions. "At the same time" as used in this paragraph shall not be interpreted to include time spent while waiting to serve a consecutive sentence for City charges. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the booking fee, daily incarceration rate charges, and applicable medical treatment charges shall be allocated to each jurisdiction on a 33 1/3% share of the total cost. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

4.3 **Inmate Housing Computation.** It is agreed the City and County will use Attachment A to compute prisoner housing fees.

4.4 **Inmate Work Crews.** Inmate work crews will be contracted through a separate agreement.

4.5 Home Detention. Two home detention services are available for the City's prisoners.

4.5.1 Option A: The County will provide home detention electronic monitoring and reporting services to the City/Town for a cost according to Attachment A. All offender screening, selection, hookups, scheduling, supervision, re-incarceration, and offender fee collections and use will be the province of the City provided: (1) This service contracted city's offenders only AND (2) The City will reimburse the cost to replace any lost, damaged and/or stolen equipment.

4.5.2 Option B: The County will provide any or all of the home detention program service. Those activities shall be operated by mutual agreement and in full compliance with the County's program policies, procedures and practices. The City/Town also agrees to allow the County to collect and keep all participant and other revenues and fees associated with providing home detention services.

- a. The County shall maintain reasonable access to a sufficient supply of field monitoring device (FMD) equipment needed to meet the City/Town home detention service needs. The County shall keep and maintain such equipment in good working order and shall update the equipment as necessary. The County shall also make reasonable efforts to provide the City/Town with additional monitoring capabilities, including but not limited to: alcohol sensors, daily fax on each monitored defendant, and automated notification regarding monitored defendants who are not in compliance with the home detention monitoring program.
- b. The City/Town shall not be liable to the County for the loss of or damage to monitoring equipment caused by defendants and/or offenders provided by the County pursuant to this Agreement. Rather, the County shall seek compensation for lost or damaged monitoring equipment from those monitored defendants and/or offenders who lose or damage such equipment.

4.6 Access to County Computer System. The County shall permit the City continuous access to its computer database regarding all City prisoners detained by the County. This continuous access feature shall be accomplished through a computer link between a computer(s) designated by the City at the Police Station and appropriate computer(s) of the County.

5. Prisoner Delivery and Notification.

5.1 When it becomes necessary to incarcerate City prisoners in the County due to City's Detention Facility space limitations or for other reasons, the City shall deliver such prisoners to the County Jail. At the time of delivery, the City shall provide the warrant or court order detaining or committing the prisoner to the County. Said order shall specify the next court date or release date of the prisoner. The County shall accept any such prisoner; provided, however, that the County may not accept any prisoner who appears to be sick or injured until such prisoner has received proper medical attention and has been cleared for incarceration by an appropriate medical authority. The County Jail reserves the discretion to refuse to take prisoners for medical reasons or safety and security reasons within the facility.

5.2 In the event a City prisoner is held in custody by the County Jail pursuant to this Agreement, and that prisoner is also detained by the County on the basis of other State and/or other local agency charges, the City may at its option and upon completion of his/her sentence for the other jurisdictional charges, pick up and deliver the prisoner to the City Detention Facility for the Completion of his/her jail sentence. It will be the City's responsibility to monitor and manage their prisoner population and to remove its prisoners from and or leave its prisoners in the County facility under this section as best meets its needs.

5.3 In the event a prisoner is received by the County pursuant to misdemeanor and/or gross misdemeanor charges filed by the City, the County shall immediately notify the City of the receipt of said prisoner.

5.4 When the City holds a prisoner in custody at the City's Detention Facility pursuant to charges from other jurisdictions, the City will notify the County of the transport need and detain the prisoner until the next transport date. The City will deliver the prisoner and the necessary documents to the County on the next transport date at a mutually agreed upon time.

6. **Booking Procedure.** Prisoners will be booked by Department of Corrections personnel according to the procedures and policies of the Department of Corrections by completing for each such prisoner an appropriate booking sheet with a copy to be provided to the arresting agency if requested. Prisoner's personal property will be held by the County and handled in the same manner as property of its own prisoners. Pursuant to RCW 70.48.130, and as part of the booking procedure, the Department of Corrections shall obtain general information concerning the inmate's ability to pay for medical care, including insurance or other medical benefits or resources to which an inmate is entitled. The County shall provide this information to the City/Town upon request within forty-eight (48) hours of receipt of the request. Requests shall only be made between 8:00 a.m. and 5:00 p.m. on weekdays. Requests shall not be made on County holidays.

7. **Court Appearance.** The County shall be responsible for arranging and delivering City prisoners held pursuant to this Agreement for Yakima County Superior Court and District Court appearances. The County shall have sole discretion in determining when prisoners will be transported for Yakima County Superior Court and District Court appearances. Transport may be delayed on occasion if transporting a prisoner poses a safety and security risk to other prisoners in the Jail or Yakima County Department of Corrections staff. The City/Town shall be responsible for arranging and delivering City/Town prisoners held by the County pursuant to this Agreement for applicable Court appearances and then redelivering the prisoner to the appropriate detention facility if necessary.

8. **Bail.** The County shall deliver all bail to the appropriate court in a manner, which is agreeable to the receiving court.

9. **Hold Harmless.**

The County agrees to hold harmless, indemnify, and defend the City/Town, its elected officials officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to claims related to alleged mistreatment, injury, or death to any prisoner, or loss or damage to prisoner property while in County custody) which result from or arise out of the sole negligence of County, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the County's services, duties and obligations under this Agreement.

9.1 The City/Town agrees to hold harmless, indemnify, and defend the County, its selected officials, officers, employees, and agents from and against any and all suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees) (also including but not limited to a claim of false arrest or detention) which result from or arise out of the sole negligence of the City/Town, its elected officials, officers, employees, and agents in connection with or incidental to the performance or non-performance of the City/Town services, duties and obligations under this Agreement.

9.2 In the event that the officials, officers, agents, and/or employees of both the County and the City/Town are negligent, each party shall be liable for its contributory share of negligence for any resulting suits, actions, claims, liability, damages, judgments, costs and expenses (including reasonable attorney's fees).

9.3 Nothing contained in this Section or this Agreement shall be construed to create a right of indemnification in any third party

10. **Medical.**

The County shall provide and furnish for prisoners confined in its facility the minor medical care, attention and treatment, which is provided within the facility. The County shall immediately notify the City/Town's designee(s) via e-mail or fax if a City/Town's prisoner requires medical or dental treatment at a medical or health care facility, when that is possible. There may be times when immediate notification is not possible or practical, and the provisions of RCW 70.48.130 still apply. The City/Town shall promptly notify the County of any changes in its designee(s). The County shall be reimbursed for any of these medical costs pursuant to RCW 70.48.130. If any disputes arise concerning the City or Town's reimbursement of the County, RCW 70.48.130 controls. Prisoners who are assaulted or accidentally injure themselves while housed in any jail, the medical will be the responsibility of the jail housing them. If an inmate intentionally injures themselves or instigates an action where they are injured the cost goes to the agency for whom the inmate is held (fractionalized as appropriate.)

The County and City/Town shall bear the expense of any such medical care, which is directly caused by misfeasance, or malfeasance of the County or City, its officers or agents. "Immediate notification" shall mean notification as soon as reasonably possible before the inmate receives medical and/or dental treatment with the understanding that such may not be reasonably possible prior to emergency care.

In the event the County or City/Town, pursuant to this Agreement holds a prisoner in custody, and the County or City/Town on the basis of other State and/or other local agency criminal charges detains that prisoner, the costs of medical and/or dental treatment shall be fractionalized on an equal basis between the respective jurisdictions. For example: if a prisoner is held by the County pursuant to City, County, and a third agency's charges, the total costs of medical and/or dental treatment (other than minor care) shall be allocated on a 33 1/3% share to each jurisdiction. For purposes of this paragraph, the State of Washington and Yakima County shall be considered one entity.

11. **Uniform Alcoholism Treatment.** Neither party shall be responsible to the other for those individuals taken into protective custody by a party in accordance with RCW Chapter 70.96A Uniform Alcoholism and Intoxication Treatment.
12. **Jail Industries.** The County has a number of internal programs, which may be of benefit to the City/Town. These programs include Commissary, Meal Service, and Work Crews. In the event the City/Town wishes to utilize any of these programs, the County and City/Town shall have the ability to negotiate cost for use.
13. **Implementation.** The Director of the Yakima County Department of Corrections and the City/Town's Designee shall be jointly responsible for implementation and proper administration of this Agreement. In addition, will refer problems of implementation to the governing bodies of the County and City/Town for resolution if necessary.

14. **Termination.** Termination of this Agreement by either party may be accomplished on ninety (90) days written notice to the other party and to the State Office of Financial Management as required by RCW 70.48.090 stating the grounds for said termination and specifying plans for accommodating the affected prisoners; provided, however, that either party may terminate the home detention program specified in Section 4.3.2(a) by providing the other party with thirty (30) days written notice of termination that states the grounds for said termination and specifying plans for accommodating the affected prisoners.
15. **Duration of Agreement.** The duration of this Agreement shall be from *January 1, 2017 through midnight December 31, 2017*, unless otherwise terminated in accordance with Section 14 of this Agreement.
16. **Property.** It is not anticipated that any real or personal property will be acquired or purchased by the parties solely because of this Agreement.
17. **Equal Opportunity.** Neither party shall discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, sexual orientation, age, marital status, political affiliation or belief or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12110 et. Seq.). In the event of the violation of this provision, the other party may terminate this agreement immediately.
18. **Assignment.** This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Yakima County to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Yakima County stated herein.
19. **Non-Waiver.** The failure of either party to insist upon strict performance of any provision of this Agreement or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under this Agreement.
20. **Severability.** If any portion of this Agreement is changed per mutual Agreement or any portion is held invalid, the remainder of the Agreement shall remain in full force and effect.
21. **Integration.** This written document constitutes the entire Agreement between the City and Yakima County. There are no other oral or written Agreements between the parties as to the subjects covered herein. No changes or additions to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

22. **Notices.** Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand-delivered to the parties to their addresses as follows:

TO CITY: Wapato Police Department
 Chief David Simmons
 205 South Simcoe Avenue
 Wapato, WA 98951

TO COUNTY: Edmund Campbell, Director
 Yakima County Department of Corrections
 111 North Front Street
 Yakima, WA 98901

Alternatively, to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand-delivered. Such notices shall be deemed effective when mailed or hand-delivered at the addresses specified above.

23. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Any action concerning this contract shall be brought in the Superior Courts of Yakima County.
24. **Arbitration.** In the event an inter-local correction/detention agreement for calendar year 2017 is desired by both parties but the parties cannot agree upon the terms of the agreement by March 31, 2017 the new agreement shall automatically be submitted to binding arbitration as provided herein. Specifically, the parties shall attempt to name a single arbitrator by April 15, 2017. In the event that the parties cannot agree on a single arbitrator by said time, each party shall appoint one arbitrator by April 30, 2017. The two appointed arbitrators shall then mutually agree on a third arbitrator to chair the arbitration panel. The arbitration panel shall thereafter decide the dispute by majority rule and render a written decision within fourteen (14) calendar days of the arbitration hearing.
25. **Approval and Filing.** Each party shall approve this Agreement by resolution, ordinance or otherwise pursuant to the laws of the governing body of each party. The attested signatures of the City, Manager or Mayor and the Yakima County Commissioners below shall constitute a presumption that such approval was properly obtained. A copy of this Agreement shall be filed with the Yakima County Auditor's Office pursuant to RCW 39.34.040.

CITY OF WAPATO

Mayor/City Manager

Approved as to form this
____ day of _____

Attest:

Tiera Girard
Clerk of the Board

Approved as to Form:

Stefanie Weigand,
Senior Deputy Prosecuting Attorney

**BOARD OF YAKIMA COUNTY
COMMISSIONERS**

Michael D. Leita, Chairman

Kevin J. Bouchey, Commissioner

J. Rand Elliott, Commissioner
*Constituting the Board of County Commissioners for Yakima
County, Washington*

Attachment A

**YAKIMA COUNTY
INTERLOCAL CORRECTIONS AGREEMENT - 2017**

Local Detention/Correction Rates:

Daily Housing:

Based on the Monthly Average Daily Population (MADP) sliding scale:

In consideration of Yakima County's commitment to house City Inmates, the City shall pay the County based on the Monthly Average Daily Population (MADP) sliding scale. This scale does not include those inmates with serious medical, mental health or behavioral conditions as determined by the County. Inmates whose mental health, behavioral or medical conditions require special housing or treatment will be housed at a rate of \$87.95. All other inmates will be housed based on the (MADP):

<i>Monthly Average Daily Population (MADP)</i>	<i>Daily Rate Per Inmate</i>
151 - above	\$50.60
126-150	\$51.65
101-125	\$52.65
76-100	\$53.70
51-75	\$54.75
26-50	\$55.80
0-25	\$56.80

Billing Detail:

Fractionalized Billing per current practice.

Other special Agreement Conditions:

Yakima County has the following correctional options services.

- **Electronic Home Detention (City determines monitoring and supervision)**

Daily Electronic Home <u>Monitoring Equipment</u>	\$9.50
Daily Electronic Home <u>Supervision</u>	\$0.00
(Fees collected from client)	
- **Work Crews (City may contract through separate agreement)**

Daily Electronic Home Monitoring Equipment is a charge to agencies for the equipment used, should they decide to do their own Home Detention services Yakima County will provide the equipment for the fee listed above.

ATTACHMENT B

MEDICAL ACCEPTABILITY

The County may, based on the following or other reasonable criteria, determine that proposed inmates are not acceptable for transport and/or housing:

1. Blood or fluid present at an open wound site or bleeding from an open wound.
2. Any injury or illness requiring immediate or emergency medical treatment.
3. Unconsciousness.
4. Inmates unable to stand and walk under their own power.
5. Signs of alcohol toxicity and signs of current or recent use of any intoxicants.
6. Signs of alcohol and/or drug withdrawal.
7. Bed bound individuals.
8. Individuals with attached IV or requiring IV medications.
9. Individuals requiring the use of oxygen tanks.
10. AMA (Against Medical Advice) from the hospital.
11. Individuals having had major invasive surgery within the last 72 hours. Non-invasive surgery such as oral surgery, laser-eye surgery and minor surgery may be evaluated on a case by case basis.
12. Post-operative persons who have follow up appointments within the next two weeks.
13. Wounds with drainage tubes attached.
14. Open and/or oozing bedsores.
15. Individuals requiring nebulizers who cannot obtain one.
16. Inmates who cannot perform activities of daily living ("ADL's") or who do not have the capacity to function safely within a correctional environment.
17. Persons who are pregnant.
18. Persons undergoing chemotherapy and/or radiation treatment.
19. Persons undergoing dialysis.
20. Persons with the following untreated medical conditions:
 - a) Heart disease

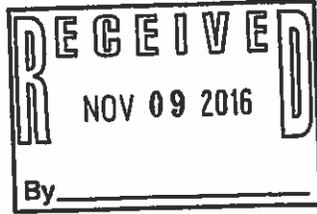
- b) Seizures disorders
 - c) Insulin dependent diabetes
 - d) Cancer
 - e) HIV Positive or AIDS
21. Persons who are HIV positive or have AIDS and are taking anti-viral medications.
 22. Persons taking Methadone, or Suboxone, a substitute for Methadone.
 23. Person, if prescribed, has not taken psychotropic medications for at least 72 hours.
 24. Persons requiring CPAP machines as prescribed must be transported with the machine.

C091080-2 WASHINGTON STATE LIQUOR AND CANNABIS BOARD DATE: 11/06/2016
LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF WAPATO
(BY ZIP CODE) FOR EXPIRATION DATE OF 20170228

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. CARNICERIA LA MAS BARATA, INC.	CARNICERIA LA MAS BARATA 304 S WAPATO AVE WAPATO WA 98951 1347	076321	GROCERY STORE - BEER/WINE



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



MAYOR OF WAPATO
205 EAST THIRD STREET
WAPATO, WA 98951-1356



Washington State
Liquor and Cannabis Board
PO Box 43088, 3000 Pacific Ave. SE, Olympia WA 98504-3088, (360) 664-1600
www.lcq.wa.gov Fax #: (360) 753-2710

November 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 wsicbellq.wa.gov.

Sincerely,

Rebecca Smith

Rebecca Smith, Director,
Licensing and Regulation Division

LIQ 864 07/10



COUNCIL AGENDA ITEM

Meeting Date: November 21, 2016
Subject: R 2016-42 Yakima County Dispatch
Prepared By: David Simmons, Interim Police Chief
Approved By: Tony Guzmán, Mayor

SUMMARY:

Every year, the Police Department contracts with Yakima County for their dispatch services. To keep the Department working and moving forward, the City is continuing to use Yakima County.

ALTERNATIVES:

None

FISCAL IMPACTS:

There is a minimal cost increase of 2%. This is acceptable increase after reviewing the CPI and the continuity of service.

RECOMMENDATION AND MOTION:

I recommend approval.

RESOLUTION NO. 2016-42

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WAPATO, WASHINGTON APPROVING 2017 LAW ENFORCEMENT ASSISTANCE AGREEMENT: COMMUNICATIONS BETWEEN THE CITY OF WAPATO AND THE YAKIMA COUNTY SHERIFF'S OFFICE.

WHEREAS, the City of Wapato needs dispatch services which are operational 24 hours a day, 7 days a week, but it does not have the funds or resources to provide such dispatch services to its residents; and,

WHEREAS, Yakima County Sheriff's Office has the resources to provide dispatch services to the City of Wapato under the terms and conditions of the Agreement attached hereto as Exhibit "1"; and,

WHEREAS, the agreement between the City of Wapato and the Yakima County Sheriff will be fulfilled in accordance to the signed agreement; and,

WHEREAS, the City Council of the City of Wapato finds it is in the best interests of the residents of the City of Wapato to enter into this contract for dispatch services with the Yakima County Sheriff's Office;

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

1. The City Council authorizes the Mayor of the City of Wapato to sign the Law Enforcement Assistance Agreement between the City of Wapato and the Yakima County Sheriff. A copy of the Agreement is attached hereto as Exhibit "1."

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

Tony Guzmán, Mayor

LAW ENFORCEMENT ASSISTANCE AGREEMENT

COMMUNICATIONS/2016

THIS AGREEMENT is entered into by and between the Yakima County Sheriff (hereinafter referred to as the Sheriff) and the City of Wapato (hereinafter referred to as the City), to become effective on January 1, 2016.

IN CONSIDERATION of the mutual promise contained herein, the parties hereto do mutually agree as follows:

1. PURPOSE:

It is the purpose and intent of this agreement that the Sheriff, by and through his communications center, shall provide telephone, radio communication, and access service for the City during hours in which the City has no law enforcement radio personnel on duty.

2. AUTHORITY:

This agreement is entered into pursuant to the authority granted in RCW 39.34.080, the Interlocal Cooperation Act.

3. DUTIES OF THE SHERIFF:

It shall be the duty of the Sheriff to provide and make available phone and radio communication personnel and equipment sufficient to enable it to answer and relay all phone and radio communications for the city twenty-four hours a day.

4. DUTIES OF THE CITY:

It shall be the duty of the City to provide an open phone line capable of switching incoming calls to the City to the phone system of the Sheriff during hours when the City has no dispatchers on duty. The City shall also have radio equipment capable of receiving radio communication from and sending radio communication to the Communication center of the Sheriff. The City shall provide all codes and necessary data, in writing, to meet standards for entry into WACIC/NCIC.

It is understood that the City plans to train and have in place an employee in their Police Department office that is trained to conduct part-time dispatch services on weekdays during normal business hours. It shall then be the duty of the City to provide to the Sheriff's Office a copy of each month's work schedule

by the 5th day of the following month showing the actual number of hours their employee worked dispatch duties in place of county dispatchers.

5. PAYMENT:

For the services provided by the Sheriff, the City shall pay the Yakima County Sheriff's Office a maximum quarterly fee of thirteen thousand nine hundred forty five dollars and twenty-three cents, (\$13,945.23), for a maximum annual cost of fifty five thousand seven hundred eighty dollars and ninety-one cents (\$55,780.91). Subtracted from quarterly billings will be \$6.53 for each hour worked by the City's part-time dispatch employee according to the schedules the City has provided to the Sheriff.

The Sheriff shall bill the City on a quarterly basis with statements being sent to the City by the 10th of the month succeeding each quarter. Such statements will be payable by the end of the month in which they are received.

6. TERM:

The term of this agreement is January 1, 2016 through December 31, 2016.

7. MODIFICATION:

This contract may be modified only by written agreement of the parties.

8. TERMINATION:

This contract may be terminated only upon thirty days written notice by either party to the other, and then only because of a breach of the agreement or because the recited purpose of the contract becomes inapplicable.

9. PARTIES:

Both parties hereto shall carry out their responsibilities hereunder as independent agencies and neither, by virtue of this contract, shall be regarded as an agent of the other.

10. DISCLAIMER OF LIABILITY AND HOLD HARMLESS:

The City agrees to save and hold harmless the County from all claims and actions for liability arising from unlawful arrest, unlawful imprisonment, or any other claim resulting from the City's warrants being entered into WACIC/NCIC.

Yakima County disclaims responsibility for malfunctions of the WACIC network and failure to enter or remove warrants, except for claims resulting directly from the negligence of Yakima County or its employees.

11. RADIO FREQUENCY RESOURCES:

Should the County Sheriff, at a later time, need the radio frequency resources currently available to the City of Wapato to provide communication services for the City, the City agrees to make available to the County its available radio frequency. The frequency will remain the property of the City of Wapato and be on loan to the County as long as this agreement is in effect, provided that if the City elects to recall the use of its radio frequency the county will have 12 months to make alternate arrangements.

12. SHERIFF'S COMMUNICATION USER'S GROUP:

The cost of providing communication services to the City shall be reviewed annually prior to the City adopting its final budget. This review process will involve the Yakima County Sheriff, and other users of the communication services known as the Sheriff's Communication User's Group. This group will be a part of the process utilized to determine needed improvements, expansion of services and the future cost of providing those services to the various users.

YAKIMA COUNTY SHERIFF

CITY OF WAPATO

Sheriff Brian Winter

Mayor

Approved as to form:

ATTEST this _____ day of

DEPUTY PROSECUTING ATTORNEY

_____, 20____

BY _____
City of Wapato Clerk

BOARD OF YAKIMA COUNTY COMMISSIONERS:

ATTEST this _____ day

of _____, 20____.

J. Rand Elliott, Chairman

By: _____

Michael D. Leita, Commissioner

Tiera L. Girard,
Clerk of the Board

Kevin J. Bouchey, Commissioner
*Constituting the Board of County Commissioners
for Yakima County, Washington*