



## **AGENDA YAKIMA CITY COUNCIL**

**April 16, 2024**

**City Hall -- Council Chambers - 129 N 2nd Street, Yakima, WA**

**5:00 p.m. Executive Session | 5:30 p.m. Regular Meeting | 6:00 p.m. Public Hearings ---**

**This meeting will be conducted in person, live streamed at**

**[www.yakimawa.gov/council/live-stream/](http://www.yakimawa.gov/council/live-stream/) and telecast live on Y-PAC, Spectrum Cable**

**Channel 194. You may also participate via Zoom:**

**<https://cityofyakima.zoom.us/j/91526085879> or call in by dialing 1-253-215-8782 | Webinar ID: 915 2608 5879 | Passcode: 449693 --- Individuals who wish to provide public comment**

**remotely are encouraged to submit a Public Comment Request Form online at:**

**[www.yakimawa.gov/council/public-comment](http://www.yakimawa.gov/council/public-comment) no later than 3:00 p.m. on the day of the meeting. If you wish to provide public comment in-person, please fill out a "Request for Appearance" form and hand it to the City Clerk before you address City Council.**

---

### **EXECUTIVE SESSION**

1. Executive Session regarding pending litigation pursuant to RCW 42.30.110(1)(i)

1. **Roll Call**

2. **Pledge of Allegiance**

3. **Interpreter Services**

4. **Public Comment**

There will be 35 minutes allotted for public comment with two and a half (2 1/2) minutes per speaker in order to allow as much opportunity as possible for audience participation. Written communication and e-mail messages are strongly encouraged.

5. **Open Discussion for the Good of the Order**

- A. Proclamations

- i. Draft National Day of Prayer proclamation

- B. Presentations / Recognitions / Introductions

- i. Honoring Those That Came Before Us

6. **Council Reports**

- A. Certification of Petitions Protesting the Enactment of Specific City Ordinances

7. **Consent Agenda**

Items listed are considered routine by the City Council and will be enacted by one motion without

discussion. A Council member may request to remove an item from the Consent Agenda and, if approved, it will be placed on the regular agenda for discussion and consideration.

- A. Approval of minutes from the April 2, 2024 City Council regular meeting and April 9, 2024 study session
- B. 2024 1st Quarter Treasury Report
- C. Approve payment of disbursements for the period March 1-31, 2024
- D. Project Completion and Contract Acceptance for the Flip Flow Terminal Security Exit Lane Project
- E. Project Completion and Contract Acceptance with Ascent Foundations and More LLC for DID #24 Stormwater Improvements Project 2646
- F. Resolution authorizing an agreement with Boss Construction, Inc. for Wastewater Treatment Facility Primary Digester Cleaning and Improvements Project WF2715
- G. Resolution authorizing an agreement with TTC Construction, Inc. for Primary Digester No. 1 Supernatant Pipe Replacement Project WF2805
- H. Resolution authorizing the City to accept a Water Quality Combined Financial Assistance Agreement from the Department of Ecology
- I. Resolution authorizing an amendment to Airport Lease Agreement with Gene O'Dell d/b/a O'Dell Enterprises
- J. Resolution authorizing a grant application for the Yakima Air Terminal Building Modernization project to the Washington State Department of Transportation (WSDOT) Aviation for Capital Improvement Projects at the Yakima Air Terminal-McAllister Field
- K. Resolution authorizing an agreement with Yakima County for the award of \$3 million of ARPA funds for the construction of the Aquatic Center at MLK Jr. Park
- L. Ordinance amending the 2023-2024 Biennial Budget for the City of Yakima and making appropriations from Unappropriated Fund Balances within various Funds for expenditure during 2023-2024 for various purposes (Second Reading)

#### **DEPARTMENT ITEMS**

- 8. Resolution authorizing a contract with Chervenell Construction Company for the MLK Jr Park Eastside Pool Project 2745
- 9. Resolution authorizing a Right-of-Way Use Permit to install fencing in a portion of alleyway north of H St between 1st St and Front St
- 10. Ordinance amending Yakima Municipal Code Chapter 9.50 Parking Rules and Rules of the Road and Chapter 9.60 regarding Enforcement of Parking Violations
- 11. Resolution amending City of Yakima Master Fee Schedule regarding Parking Violations (YMC Ch. 9.50)
- 12. Resolution extending the moratorium regarding parking violations within the downtown area of the City of Yakima

#### **13. Other Business**

#### **14. Adjournment**

The next meeting is a City Council study session on April 23, 2024, at 5:00 p.m. in the City Hall Council Chambers

#### **15. Council General Information**

- A. Council General Information

B. Code Administration Division Report - Monthly Building Permits Issued - March 2024

*Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.*

*A Council packet is available for review at the City Clerk's Office and on-line at [www.yakimawa.gov](http://www.yakimawa.gov). The City provides special accommodations, such as hearing devices, wheelchair space or language interpreters, for City meetings. Anyone needing special assistance please contact the City Clerk's office at (509) 575-6037 at least two business days prior to the meeting. All meetings are live streamed on the City of Yakima website at [www.yakimawa.gov](http://www.yakimawa.gov) and telecast live on Y-PAC, Spectrum Cable Channel 194.*



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. A.i.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Draft National Day of Prayer proclamation

**SUBMITTED BY:** Dave Zabell, Interim City Manager

**SUMMARY EXPLANATION:**

Dennis Crane and Linda Iasella submitted a proclamation request form asking that the Council proclaim May 2, 2024 as National Day of Prayer.

Attached is a draft copy of the proclamation for Council review and consideration. If approved, the proclamation will be read and presented at the April 23rd study session.

**ITEM BUDGETED:**

**STRATEGIC PRIORITY:**

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Draft National Day of Prayer proclamation	4/11/2024	Cover Memo



# **CITY OF YAKIMA**

## **PROCLAMATION**

*WHEREAS, on April 17, 1952, the Congress of the United States approved the Joint Resolution to provide for setting aside an appropriate day as a National Day of Prayer (Public Law 82-324; 66 Stat. 64); and*

*WHEREAS, the history of our nation is indelibly marked with the role that prayer has played in the lives of individuals and the nation; and*

*WHEREAS, historically, our greatest leaders have turned to prayer in times of crisis and thanksgiving; and*

*WHEREAS, the virtues of prayer reflect a common bond: hopes and aspirations, sorrows and fears, remorse and renewed resolve, thanks and joyful praise, and love; and*

*WHEREAS, May 2, 2024 has been deemed by Congress as the National Day of Prayer, when all Americans are to pray, in their own religious way, for the leaders of our nation,*

*NOW, THEREFORE, I, Patricia Byers, Mayor of the City of Yakima and on behalf of the Yakima City Council do hereby proclaim May 2, 2024 as*

### **“NATIONAL DAY OF PRAYER”**

*in the City of Yakima, in keeping with the wishes of the Congress of the United States, I urge all citizens to join me in this special observance.*

*Dated this 23<sup>rd</sup> day of April, 2024*

---

*Patricia Byers, Mayor*



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. B.i.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Honoring Those That Came Before Us

**SUBMITTED BY:**

- \*Matt Murray, Chief of Police
- \*Chad Janis, Lieutenant
- \*John Shellenberger, Yakama Native Anthro
- \*Emily Washines, Yakama Native Anthro
- \*Jimmy Shike, Yakama Tribal Police
- \*Jeremy Takala, Yakama Nation Council

**SUMMARY EXPLANATION:**

The City of Yakima was incorporated in 1886 on the ceded lands of the Confederated Tribes of the Yakama Nation, thirty-one years after the Treaty of 1855 was signed between the United States of America and the Tribal Leaders of the Yakama Nation. While the land within the City of Yakima, are in close proximity of the Yakama Reservation, the city is situated outside off the reservation. According to several sources, an estimated 80% of Native American people live in urban areas, outside of reservation lands. Moreover, many of the Yakama peoples rely on the city of Yakima for commerce, entertainment, housing and everyday life. Equally important is the Yakama Reservation lands, which encompasses much of our abundant Yakima valley, rich in agriculture and diverse people of all cultural make-ups.

Over the last year, the Yakima Police Department has been on a journey of learning, understanding, collaboration, and fellowship with the Yakama Nation. What started as one person questioning the use of the department's logo, representing a Native American in a war bonnet, has evolved into an enriching opportunity for two communities to connect, collaborate and learn from one another.

Following internal discussions on the topic of the logo, we met with Yakama Nation Police Commissioner James Shike III, a long-time friend of the Yakima Police Department. Through his guidance and understanding, he facilitated meetings with the Yakama Nation Tribal Council Law and Order Committee. The committee members led by Council Member Jeremy Takala met with us and talked about how best to respond to this issue. Both the Yakama Nation Police Department and the Law and Order Committee supported the use of our logo, however recommended that given the importance of the matter it would be best to take the matter before Yakama Nation Tribal Council and Chairman their consideration.

In September of 2023, several members of the YPD Command Staff along with Assistant City Manager Oglesby attended the September general council meeting with the Yakama Nation. Chief Murray and Lieutenant Chad Janis provided the entire council with a presentation about our logo and answered questions of the Council. Afterward, a private vote was conducted. The department was later provided a letter signed by Yakama Nation Chairman Gerald Lewis, supporting of our patch in perpetuity. As a result, the Yakama Nation asked that our relationship continue to grow and our two communities to become partners. In response to their support, we wish to acknowledge the Yakama peoples through a multifaceted project, that will help to educate our staff, and publicly honor the traditions of the Yakama Nation. Please see the attached PowerPoint presentation for more details.

**ITEM BUDGETED:** NA

**STRATEGIC PRIORITY:** NA

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

**ATTACHMENTS:**

Description	Upload Date	Type
📎 Yakama Nation letter	4/5/2024	Backup Material
📎 Chief Murray's letter	4/5/2024	Backup Material
📎 Heritage Car Description	4/5/2024	Backup Material
📎 presentation	4/12/2024	Presentation



**Confederated Tribes and Bands  
of the Yakama Nation**

**Established by the  
Treaty of June 9, 1855**

September 12, 2023

Sent via Email

Mathew Murray, Police Chief  
Police Department  
City of Yakima  
200 South Third Street  
Yakima, WA 98901  
(509) 575-6200  
matt.murray@yakimawa.gov

**Re: City of Yakima Police Logo**

Dear Chief Murray,

I write on behalf of the Confederated Tribes and Bands of the Yakama Nation ("Yakama Nation") to respond to your request for the Yakama Nation's support for the Yakima Police Department's logo, which depicts an Indian wearing a war bonnet in red, white, and black colors. I appreciate the current leadership your Department has demonstrated to seek our support and the pride you showed in honoring the first people of this area. In connection with this consent letter, the Yakama Nation expects meaningful and ongoing dialogue and partnership about thoughtfully honoring indigenous heritage through acknowledgment, training requirements, and other initiatives for public education.

The Yakama Nation is a federally recognized Native Nation with inherent sovereign and Treaty-reserved rights under the Treaty of 1855 ("Treaty").<sup>1</sup> The Yakama Nation provides and advocates for the health, safety, and welfare of more than 11,000 enrolled Yakama members and the largest treaty reservation in Washington State. The Treaty represents a sovereign compact between the United States and the Yakama Nation decades before Washington's statehood. The federal Treaty-power is vested in Constitutional authority and is the supreme law of this land under the U.S. Constitution.<sup>2</sup>

The Yakama Nation prohibits the inappropriate use of Native American names, symbols, or images as logos, team names, or mascots. Symbols of the Yakama Nation's culture were given to us by our Creator and developed over thousands of years by our people and, therefore, carry great significance, like the American Flag

<sup>1</sup> See Treaty with the Yakamas, U.S. – Yakama Nation, June 9, 1855, 12 Stat. 951.

<sup>2</sup> See U.S. Const. art. VI, cl. 2.



Confederated Tribes and Bands  
of the Yakama Nation

Established by the  
Treaty of June 9, 1855

---

or an Officer's insignia. By continuing to use the Yakima Police Department's logo, your Department has assumed an important responsibility to respect, acknowledge, and educate yourselves and the community you serve and protect about the Yakama Nation's customs and traditions on this landscape.

The Yakama Tribal Council has approved your Department's continued use of your logo. I understand that your Department could not locate any historical documents of prior engagement with the Yakama Nation or the origin of this imagery going back to 1955. I look forward to a new spirit of cooperation with your Department in working towards culturally appropriate policing and safety for all people living in the Yakama Treaty Territory.

Please don't hesitate to contact Yakama Nation Commissioner of Public Safety James Shike at (509) 865-5121 or [james\\_shike@yakama.com](mailto:james_shike@yakama.com).

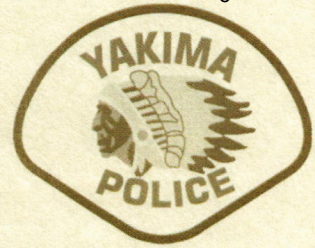
Sincerely,

Gerald Lewis, Chairman  
YAKAMA NATION TRIBAL COUNCIL



## Chief Matthew Murray's Office

200 S 3<sup>rd</sup> Street | Yakima, WA 98901  
Telephone: (509) 575-6211



September 18, 2023

Yakama Tribal Council  
401 Fort Road  
Toppenish, WA 98948

Dear Members of the Tribal Council,

I hope this letter finds you in good health and high spirits. I am writing to express my heartfelt gratitude to the Tribal Council for approving the continued use of the Yakima Police patch design. This decision holds immense significance and will undoubtedly strengthen the bond between our community and law enforcement. For me, it was not about keeping the patch, but rather about ensuring that the people it is meant to honor DID feel honored and respected.

As a member of this community, I am honored to witness the proactive steps taken by the Tribal Council to ensure the effective representation of your heritage and values in all aspects of public life. The approval of the patch truly exemplifies your commitment to preserving our respect for your cultural identity and fostering positive relationships between law enforcement and the community they serve.

By incorporating elements of your tribal heritage into the Yakima Police Department's patch, you have not only acknowledged the rich history and traditions of your people but also emphasized the importance of mutual respect and understanding between law enforcement and the tribal community. This decision will undoubtedly contribute to nurture a sense of unity and shared responsibility in maintaining a safe environment for everyone.

I would also like to extend my appreciation to the Tribal Council for fostering open dialogue and actively engaging with our staff throughout this process. Your commitment to transparency and inclusivity has instilled a sense of trust and confidence in the decision-making process, ensuring that the voices of all stakeholders were heard and respected.

The approval of the patch at the police department serves as a significant milestone in our ongoing journey towards building a stronger and more resilient community. It reinforces the message that your cultural heritage is valued and serves as a reminder that diversity and inclusivity are at the core of our shared identity.

Once again, I express my deepest gratitude to the Tribal Council for this decision. Your unwavering dedication to our community's welfare and the preservation of our cultural heritage is truly commendable. I am confident that this will pave the way for more positive collaborations and foster a greater understanding between our tribal community and law enforcement agencies.

Please convey my sincere appreciation to all members of the Tribal Council, General Council, and staff for their hard work, commitment, and vision. I look forward to working with the Yakama Nation to develop a 'heritage' Yakima Police car, a city proclamation celebrating our commitment as neighbors, and a display at police headquarters which acknowledges the traditional Yakama Nation's lands.

With utmost respect and appreciation,

A handwritten signature in blue ink that reads "Matthew Murray". The signature is fluid and cursive, with the first name "Matthew" and last name "Murray" clearly distinguishable.

Matthew Murray  
Chief of Police  
Yakima Police Department

*"Make respect a part of every interaction."*



## Chief Matthew Murray's Office

200 S 3<sup>rd</sup> Street | Yakima, WA 98901  
Telephone: (509) 575-6211



### Yakima Police Department Heritage Police Car

The artwork that is seen on this Yakima City Police (vehicle) is meant to tell a story about law and order on this land as it has been since the beginning of time. Yakama people have maintained law and order in all usual and accustomed places for millennia pursuant to our supreme law, *Nami Tamanwit*. These laws, as shared in our own language, *Ichi-Skin Sinwit* (the words we speak), dictate where, when, and how we carry ourselves, gather, hunt, and practice our religious ceremonies. We have returned to many of the same places to practice our way of life because our law dictates that we are the stewards of the land. We are here to protect, preserve and perpetuate all resources in perpetuity.

The image on the back of the car is of a man and a woman. The man is ringing a bell and singing one of our traditional songs. The woman has her hand on her heart because what she gives and what she takes in begins with the heart.

The gifts at the feet of the man and woman represent those seen in traditional wedding trades. The woman has a berry basket full of berries and a digging stick with a bag full of roots hanging from it. The man has a parfleche, or *shaptakay* (Shup-tuh-ki), fully of tools, dried deer meat and dried salmon. When a couple comes together, they bring the things represented from each gender. These gifts are exchanged between the families both sides proving that the couple is worthy and capable. Couples traditionally came from different tribes and villages, to create and maintain alliances. These alliances were critical in maintaining a balance within and between tribes and villages.

The appearance of law and order in the area began to change after the Yakama Treaty of 1855 (12 stat., 951) was signed. On the side of the car are three riders who represent the early Indian police force that was created by the U.S. Government. The artist's ancestor was one of the very first (Captain Eneas). The early Indian Police force's job was not easy. They were tasked with very difficult assignments during the Yakama War of 1855-1859. Many of these assignments were thought distasteful by themselves and the Indian community. Some of them received death threats and others were tasked with capturing warriors and Chiefs. Yet, they still took that oath and they represented themselves and believed in protecting the land, people and resources.

One rider is wearing a war bonnet which represents chieftainship and rank amongst Yakama people. The war bonnet came to people of the Columbia Plateau through a boy who was stuck on a mountain ledge near an eagle nest full of abandoned baby eagles. In his time with the baby eagles, he fed them and gave them water. He cared for them until they were big enough to leave the nest. The eagles told the boy that they would fly him down to the ground to return to his people. He had been gone for so long, his people thought he had died and were mourning his loss. The eagles thanked him and gifted him with their feathers. They told him to make this thing that we now call a war bonnet. That was a thank you for helping them and saving their lives. The boy returned to his village with this war bonnet and shared his experience. A warbonnet will forever be a symbol of a provider and a caretaker.

The ancestral Indian Police helped lay the groundwork for the current Yakama Nation Police who proudly serves and protects tribal lands the benefit future generations. The hood image with the logo of Yakima Police and Yakama Nation Police represents a cooperative partnership and a mutual understanding about a shared need to protect our community in the Yakima Valley. We work side by side to accomplish that mission as Yakama people have done since the beginning of time.

*“Make respect a part of every interaction.”*

# Honoring Those That Came Before Us

PRESENTED BY THE YAKIMA POLICE DEPARTMENT IN COLLABORATION WITH THE YAKAMA NATION

**"Chaw Panalakt"**  
Never Forget



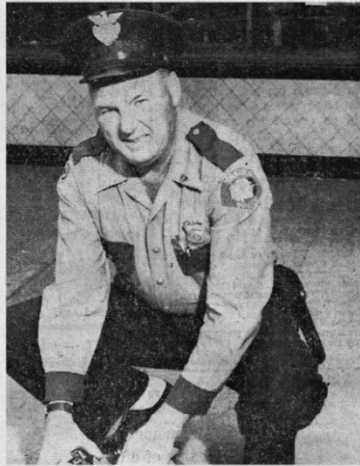
# A Symbolic Gesture of the First People of our Community



# Throughout Yakima Police History



1955



1956



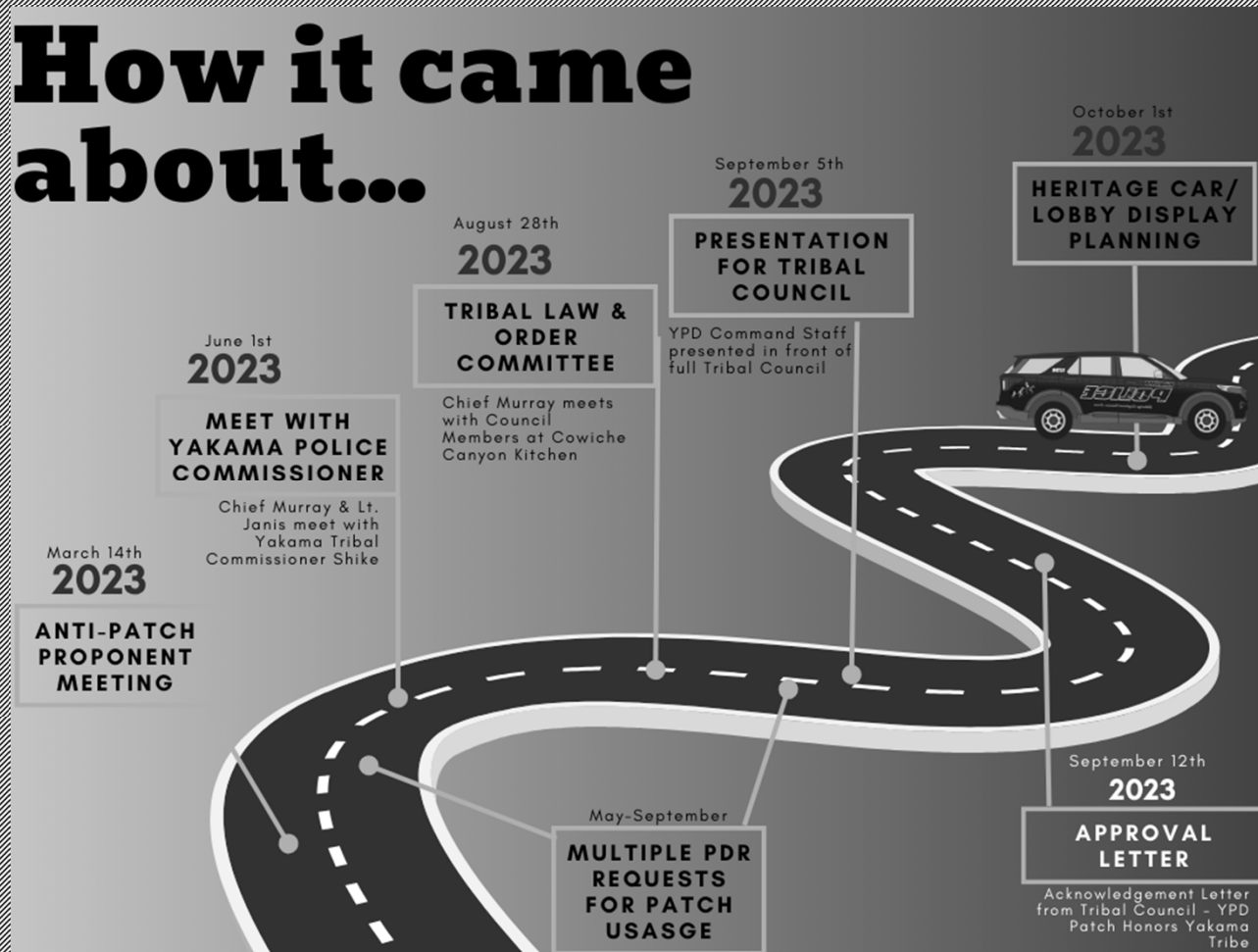
1958





# Patch Acknowledgement Process

## How it came about...





Confederated Tribes and Bands  
of the Yakama Nation

Established by the  
Treaty of June 9, 1855

September 12, 2023

[Sent via Email](#)

Mathew Murray, Police Chief  
Police Department  
City of Yakima  
200 South Third Street  
Yakima, WA 98901  
(509) 575-6200  
matt.murray@yakimawa.gov

**Re: City of Yakima Police Logo**

Dear Chief Murray,

I write on behalf of the Confederated Tribes and Bands of the Yakama Nation ("Yakama Nation") to respond to your request for the Yakama Nation's support for the Yakima Police Department's logo, which depicts an Indian wearing a war bonnet in red, white, and black colors. I appreciate the current leadership your Department has demonstrated to seek our support and the pride you showed in honoring the first people of this area. In connection with this consent letter, the Yakama Nation expects meaningful and ongoing dialogue and partnership about thoughtfully honoring indigenous heritage through acknowledgment, training requirements, and other initiatives for public education.

The Yakama Nation is a federally recognized Native Nation with inherent sovereign and Treaty-reserved rights under the Treaty of 1855 ("Treaty").<sup>1</sup> The Yakama Nation provides and advocates for the health, safety, and welfare of more than 11,000 enrolled Yakama members and the largest treaty reservation in Washington State. The Treaty represents a sovereign compact between the United States and the Yakama Nation decades before Washington's statehood. The federal Treaty-power is vested in Constitutional authority and is the supreme law of this land under the U.S. Constitution.<sup>2</sup>

The Yakama Nation prohibits the inappropriate use of Native American names, symbols, or images as logos, team names, or mascots. Symbols of the Yakama Nation's culture were given to us by our Creator and developed over thousands of years by our people and, therefore, carry great significance, like the American Flag

<sup>1</sup> See Treaty with the Yakamas, U.S. – Yakama Nation, June 9, 1855, 12 Stat. 951.

<sup>2</sup> See U.S. Const. art. VI, cl. 2.



Confederated Tribes and Bands  
of the Yakama Nation

Established by the  
Treaty of June 9, 1855

or an Officer's insignia. By continuing to use the Yakima Police Department's logo, your Department has assumed an important responsibility to respect, acknowledge, and educate yourselves and the community you serve and protect about the Yakama Nation's customs and traditions on this landscape.

The Yakama Tribal Council has approved your Department's continued use of your logo. I understand that your Department could not locate any historical documents of prior engagement with the Yakama Nation or the origin of this imagery going back to 1955. I look forward to a new spirit of cooperation with your Department in working towards culturally appropriate policing and safety for all people living in the Yakama Treaty Territory.

Please don't hesitate to contact Yakama Nation Commissioner of Public Safety James Shike at (509) 865-5121 or james\_shike@yakama.com.

Sincerely,

Gerald Lewis, Chairman  
YAKAMA NATION TRIBAL COUNCIL



Art by:

[nativeanthro.com](http://nativeanthro.com)

John Shelleberger  
&  
Emily Washines









**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 6.A.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Certification of Petitions Protesting the Enactment of Specific City Ordinances

**SUBMITTED BY:** Dave Zabell, Interim City Manager

**SUMMARY EXPLANATION:**

On March 5, 2024, the City Council passed ordinances repealing the ordinances establishing the Community Integration Committee and the Sustainable Yakima Committee as advisory committees to the City Council. During the same meeting, the Council also passed an ordinance making changes to the Planning Commission, Bike and Pedestrian Advisory Committee, Tree Board and Historic Preservation Commission. These ordinances were timely published and the date on which they were to become effective was April 8, 2024.

On April 4th and April 5th, the City Clerk received three petitions and signatures for each, protesting the enactment of the aforementioned ordinances. Per the City Charter, if prior to the date upon which an ordinance is to become effective "a petition signed by qualified electors equal in number to 10% of the entire vote cast at the last preceding general city election" is filed with the City Clerk, then the ordinance is suspended from taking effect and the matter is placed on the next City Council agenda.

Pursuant to the Yakima City Charter, Article IV Legislation by the People, Section 2(b), the City Clerk certified both the number of raw signatures associated with each petition, as well as the number of the entire vote cast at the last preceding general election, and provided both in a timely manner to Council on April 9, 2024. As of the date of this agenda item it has not yet been determined if all of the signatures are qualified electors. Attached are the certifications for each petition.

One of the three petitions received, the petition regarding the Sustainable Yakima Committee, has enough raw signatures to meet the 10% threshold. Prior to Council determining how to move forward, the City Clerk will need to hear back from the County Auditor's Office as to the number of qualified voters having signed this petition. Upon receiving that information, the matter can be placed back on the City Council's agenda for further consideration.

As the other two petitions lacking a sufficient number of raw signatures to meet the 10% threshold, no action by Council is required.


**ITEM BUDGETED:**

**STRATEGIC PRIORITY:**

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

**ATTACHMENTS:**

Description		Upload Date	Type
	Petition No. 24-05	4/11/2024	Backup Material
	Petition No. 24-06	4/11/2024	Backup Material
	Petition No. 24-07	4/11/2024	Backup Material





**OFFICE OF THE CITY CLERK**  
**129 North Second Street**  
**Yakima, Washington 98901**  
**Phone (509) 575-6037 • Fax (509) 576-6614**

## **CERTIFICATION**

In the matter regarding **Petition No. 24-05** protesting against the enactment of Ordinance No. 2024-004 that was passed by the Yakima City Council on March 5, 2024.

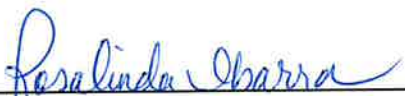
**ORDINANCE NO. 2024-004, AN ORDINANCE** repealing Yakima Municipal Code Chapter 1.34: Community Integration Committee.

I, Rosalinda Ibarra, City Clerk of the City of Yakima, Washington do hereby certify the following:

- The number of votes cast at the last general City election: **12,589**
- The number of signers of such petition<sup>1</sup>: **1,251**

For the purposes of the City of Yakima Charter Article IV Legislation by the People, Section 3, ten per centum of the entire vote cast at the last preceding general city election is **1,258**.

Dated this 9<sup>th</sup> day of April, 2024.

  
 Rosalinda Ibarra, City Clerk  
 City of Yakima, Washington

Attachment: Certification of Voter Participation, Yakima County Auditor

<sup>1</sup> This is the total number of signatures on the petitions. The signatures have not been verified as to whether each signor is a qualified elector. Petitions receiving the minimum number of signatures will be sent to the Yakima County Auditor's Office to verify that each signor is a qualified elector, after which the City Clerk will provide a certification of the number of qualified electors signing the petition.

Yakima County Elections



## Certification of Voter Participation

### City of Yakima 2023 General Election

The following is a true and accurate reporting of the number of voters who resided in the City of Yakima and who cast a ballot at the 2023 General Election.

City of Yakima

12,589

Dated this 8th day of April, 2024

A handwritten signature in black ink, appearing to read "Charles R. Ross".

Elections Manager &  
Deputy Auditor on behalf of:

A handwritten signature in black ink, appearing to read "Charles R. Ross".

CHARLES R. ROSS, Yakima County Auditor and  
Ex-officio, Supervisor of Elections  
Yakima County, Washington

**COPY**

PETITION NUMBER:  
24-05

RECEIVED

'24 APR -4 P3:01

YAKIMA CITY CLERK

**Petition protesting against the enactment of *AN ORDINANCE repealing Yakima Municipal Code Chapter 1.34: Community Integration Committee* that was passed by the Yakima City Council on March 5, 2024 (ORDINANCE NO. 2024-004).**

Article IV, Section 3 of the Yakima City Charter provides as follows:

SECTION 3. If, prior to the date when any ordinance shall take effect, a petition signed by qualified electors equal in number to ten per centum of the entire vote cast at the last preceding general city election shall be filed with the City Clerk, protesting against the enactment of such ordinance, it shall be suspended from taking effect. Immediately upon the filing of the petition the City Clerk shall do all things required in SECTION 2 (a) and (b) of this article. Thereupon the City Council shall immediately reconsider such ordinance, and, if it does not entirely repeal the same, shall submit it to popular vote at the next municipal election; or, the City Council may call a special election for that purpose in accord with the provisions of State law for special municipal elections; and such ordinance shall not take effect, unless a majority of the qualified electors voting thereon at such election shall vote in favor thereof.

RECEIVED

APR -5 2024

Yakima County Elections

**ORDINANCE NO. 2024-004**

**AN ORDINANCE** repealing Yakima Municipal Code Chapter 1.34: Community Integration Committee.

**WHEREAS**, the City Council recently reviewed and evaluated all of the City-created and facilitated committees, boards and commissions; and

**WHEREAS**, the City Council believes that there are some committees that are community-based that could be effectively operated outside of the structure and requirements of City Council created committees; and

**WHEREAS**, the City Council finds that the Community Integration Committee is a committee that would be equally or more effective if it were operated and run by the community or a community-based organization, rather than the City; and

**WHEREAS**, the City Council believes that information from such a community-based committee can effectively be brought to the City Council's attention at future meetings during public comment or a pre-approved presentation; and

**WHEREAS**, the City Council wishes to thank all of the community members who volunteered their time and talents to both the ad hoc committee that evaluated and recommended the Community Integration Committee, and all of the former and current Community Integration Committee members for their dedication and work since the committee's inception; and

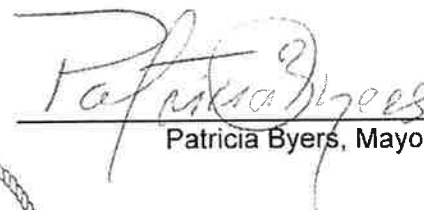
**WHEREAS**, the City Council of the City of Yakima finds it is in the best interests of the City and its residents to repeal Yakima Municipal Code section 1.34: Community Integration Committee so as to allow for the community to continue this committee in a community-based manner; now, therefore,

**BE IT ORDAINED BY THE CITY OF YAKIMA:**

**Section 1.** Yakima Municipal Code Chapter 1.34: Community Integration Committee, is hereby repealed.

**Section 2.** This ordinance shall be in full force and effect 30 days after its passage, approval, and publication as provided by law and by the City Charter.

**PASSED BY THE CITY COUNCIL**, signed and approved this 5<sup>th</sup> day of March, 2024.

  
Patricia Byers, Mayor

ATTEST:

  
Rosalinda Ibarra, City Clerk



Publication Date: March 9, 2024

Effective Date: April 8, 2024



OFFICE OF THE CITY CLERK  
129 North Second Street  
Yakima, Washington 98901  
Phone (509) 575-6037 • Fax (509) 576-6614

7

## CERTIFICATION

In the matter regarding **Petition No. 24-06** protesting against the enactment of Ordinance No. 2024-005 that was passed by the Yakima City Council on March 5, 2024.

**ORDINANCE NO. 2024-005, AN ORDINANCE** repealing Yakima Municipal Code Chapter 1.40: Sustainable Yakima Committee.


I, Rosalinda Ibarra, City Clerk of the City of Yakima, Washington do hereby certify the following:

- The number of votes cast at the last general City election: **12,589**
- The number of signers of such petition<sup>1</sup>: **1,277**

For the purposes of the City of Yakima Charter Article IV Legislation by the People, Section 3, ten per centum of the entire vote cast at the last preceding general city election is **1,258**.

This petition will be delivered to Yakima County Elections to validate signatures to ensure they are qualified electors.

Dated this 9<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_  
Rosalinda Ibarra, City Clerk  
City of Yakima, Washington

Attachment: Certification of Voter Participation, Yakima County Auditor

<sup>1</sup> This is the total number of signatures on the petitions. The signatures have not been verified as to whether each signor is a qualified elector. Petitions receiving the minimum number of signatures will be sent to the Yakima County Auditor's Office to verify that each signor is a qualified elector, after which the City Clerk will provide a certification of the number of qualified electors signing the petition.

Yakima County Elections



## Certification of Voter Participation

### City of Yakima 2023 General Election

The following is a true and accurate reporting of the number of voters who resided in the City of Yakima and who cast a ballot at the 2023 General Election.

City of Yakima

12,589

Dated this 8th day of April, 2024

A handwritten signature in black ink, appearing to read "Charles R. Ross".

Elections Manager &  
Deputy Auditor on behalf of:

A handwritten signature in black ink, appearing to read "Charles R. Ross".

CHARLES R. ROSS, Yakima County Auditor and  
Ex-officio, Supervisor of Elections  
Yakima County, Washington

**COPY**

PETITION NUMBER:  
24-06

**RECEIVED**

**RECEIVED**

24 APR -4 P3:03

**APR 05 2024**

Yakima County Elections

YAKIMA CITY CLERK

**Petition protesting against the enactment of AN ORDINANCE repealing Yakima Municipal Code Chapter 1.40: Sustainable Yakima Committee that was passed by the Yakima City Council on March 5, 2024 (ORDINANCE NO. 2024-005).**

Article IV, Section 3 of the Yakima City Charter provides as follows:

SECTION 3. If, prior to the date when any ordinance shall take effect, a petition signed by qualified electors equal in number to ten per centum of the entire vote cast at the last preceding general city election shall be filed with the City Clerk, protesting against the enactment of such ordinance, it shall be suspended from taking effect. Immediately upon the filing of the petition the City Clerk shall do all things required in SECTION 2 (a) and (b) of this article. Thereupon the City Council shall immediately reconsider such ordinance, and, if it does not entirely repeal the same, shall submit it to popular vote at the next municipal election; or, the City Council may call a special election for that purpose in accord with the provisions of State law for special municipal elections; and such ordinance shall not take effect, unless a majority of the qualified electors voting thereon at such election shall vote in favor thereof.

**ORDINANCE NO. 2024-005**

**AN ORDINANCE** repealing Yakima Municipal Code Chapter 1.40: Sustainable Yakima Committee.

**WHEREAS**, the City Council recently reviewed and evaluated all of the City-created and facilitated committees, boards and commissions; and

**WHEREAS**, the City Council believes that there are some committees that are community-based that could be effectively operated outside of the structure and requirements of City Council created committees; and

**WHEREAS**, the City Council finds that the Sustainable Yakima Committee is a committee that would be equally or more effective if it were operated and run by the community or a community-based organization, rather than the City; and

**WHEREAS**, the City Council believes that information from such a community-based committee can effectively be brought to the City Council's attention at future meetings during public comment or a pre-approved presentation; and

**WHEREAS**, the City Council wishes to thank all of the community members who volunteered their time and talents to the Sustainable Yakima Committee, and all of the former and current Sustainable Yakima Committee members for their dedication and work since the committee's inception; and

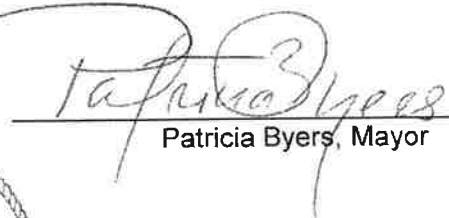
**WHEREAS**, the City Council of the City of Yakima finds it is in the best interests of the City and its residents to repeal Yakima Municipal Code section 1.40: Sustainable Yakima Committee so as to allow for the community to continue this committee in a community-based manner; now, therefore,

**BE IT ORDAINED BY THE CITY OF YAKIMA:**

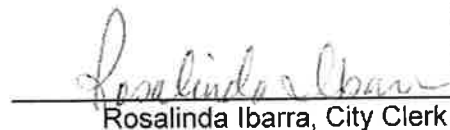
**Section 1.** Yakima Municipal Code Chapter 1.40: Sustainable Yakima Committee, is hereby repealed.

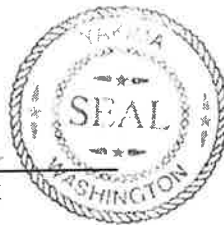
**Section 2.** This ordinance shall be in full force and effect 30 days after its passage, approval, and publication as provided by law and by the City Charter.

**PASSED BY THE CITY COUNCIL**, signed and approved this 5<sup>th</sup> day of March, 2024.

  
Patricia Byers, Mayor

ATTEST:

  
Rosalinda Ibarra, City Clerk



Publication Date: March 9, 2024

Effective Date: April 8, 2024





**OFFICE OF THE CITY CLERK**  
**129 North Second Street**  
**Yakima, Washington 98901**  
**Phone (509) 575-6037 • Fax (509) 576-6614**

## **CERTIFICATION**

In the matter regarding **Petition No. 24-07** protesting against the enactment of Ordinance No. 2024-006 that was passed by the Yakima City Council on March 5, 2024.

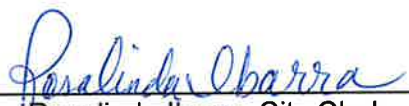
**ORDINANCE NO. 2024-006, AN ORDINANCE** amending the City of Yakima Municipal Code Chapter 1.42: Planning Commission; Chapter 1.37: Bicycle and Pedestrian Advisory Committee; Chapter 11.62: Historic Preservation; and Chapter 8.77: Public Tree Ordinance, to create a structure where the Historic Preservation Commission, Bicycle and Pedestrian Advisory Committee and Tree Board report to, and are considered sub-committees of, the Planning Commission.

I, Rosalinda Ibarra, City Clerk of the City of Yakima, Washington do hereby certify the following:

- The number of votes cast at the last general City election: **12,589**
- The number of signers of such petition<sup>1</sup>: **1,228**

For the purposes of the City of Yakima Charter Article IV Legislation by the People, Section 3, ten per centum of the entire vote cast at the last preceding general city election is **1,258**.

Dated this 9<sup>th</sup> day of April, 2024.

  
 Rosalinda Ibarra, City Clerk  
 City of Yakima, Washington

Attachment: Certification of Voter Participation, Yakima County Auditor

<sup>1</sup> This is the total number of signatures on the petitions. The signatures have not been verified as to whether each signor is a qualified elector. Petitions receiving the minimum number of signatures will be sent to the Yakima County Auditor's Office to verify that each signor is a qualified elector, after which the City Clerk will provide a certification of the number of qualified electors signing the petition.

Yakima County Elections



## Certification of Voter Participation

### City of Yakima 2023 General Election

The following is a true and accurate reporting of the number of voters who resided in the City of Yakima and who cast a ballot at the 2023 General Election.

City of Yakima

12,589

Dated this 8th day of April, 2024

A handwritten signature in black ink, appearing to read 'Charles R. Ross'.

Elections Manager &  
Deputy Auditor on behalf of:

A handwritten signature in black ink, appearing to read 'Charles R. Ross'.

CHARLES R. ROSS, Yakima County Auditor and  
Ex-officio, Supervisor of Elections  
Yakima County, Washington

**COPY**

PETITION NUMBER:

24-07

RECEIVED

24 APR -4 P3:04

YAKIMA CITY CLERK

**Petition protesting the enactment of AN ORDINANCE amending Yakima Municipal Code Chapter 1.42: Planning Commission; Chapter 1.37: Bicycle and Pedestrian Advisory Committee; Chapter 11.62: Historic Preservation; and Chapter 8.77: Public Tree Ordinance, to create a structure where the Historic Preservation Commission, Bicycle and Pedestrian Advisory Committee and Tree Board report to, and are considered sub-committees of the Planning Commission that was passed by the Yakima City Council on March 5, 2024 (ORDINANCE NO. 2024-006).**

Article IV, Section 3 of the Yakima City Charter provides as follows:

SECTION 3. If, prior to the date when any ordinance shall take effect, a petition signed by qualified electors equal in number to ten per centum of the entire vote cast at the last preceding general city election shall be filed with the City Clerk, protesting against the enactment of such ordinance, it shall be suspended from taking effect. Immediately upon the filing of the petition the City Clerk shall do all things required in SECTION 2 (a) and (b) of this article. Thereupon the City Council shall immediately reconsider such ordinance, and, if it does not entirely repeal the same, shall submit it to popular vote at the next municipal election; or, the City Council may call a special election for that purpose in accord with the provisions of State law for special municipal elections; and such ordinance shall not take effect, unless a majority of the qualified electors voting thereon at such election shall vote in favor thereof.

**RECEIVED**

**APR 05 2024**

**Yakima County Elections**

## **ORDINANCE NO. 2024-006**

**AN ORDINANCE** amending the City of Yakima Municipal Code Chapter 1.42: Planning Commission; Chapter 1.37: Bicycle and Pedestrian Advisory Committee; Chapter 11.62: Historic Preservation; and Chapter 8.77: Public Tree Ordinance, to create a structure where the Historic Preservation Commission, Bicycle and Pedestrian Advisory Committee and Tree Board report to, and are considered sub-committees of, the Planning Commission.

**WHEREAS**, the Planning Commission is charged with a number of advisory roles and responsibilities associated with the City's zoning ordinances and development code sections; and

**WHEREAS**, the City has additional committees and commissions that provide advice to the City Council on matters that sometimes are related to Planning Commission work, specifically the Historic Preservation Commission, the Bike and Pedestrian Advisory Committee, and the Tree Board; and

**WHEREAS**, the City Council seeks to coordinate these committees into a committee with subcommittees wherein the Historic Preservation Commission, the Bike and Pedestrian Advisory Committee and the Tree Board periodically report to the Planning Commission on matters pertaining to Planning Commission work, similar to Planning Commission work, or for other advice as is determined to be advantageous by the Council or one of the committees; and

**WHEREAS**, in coordinating the committees, the City Council wishes to allow the committees to retain their individual roles and obligations, but provide reporting and coordination where appropriate with the Planning Commission; and

**WHEREAS**, the City Council seeks to provide residents additional opportunities to sit on the Planning Commission and/or to allow, if desired, one member of each of the Historic Preservation Commission, Bike and Pedestrian Advisory Committee and Tree Board to also sit on the Planning Commission; and

**WHEREAS**, the City Council believes that having liaisons at the Planning Commission level would be advantageous to the City, so the City Council may appoint two liaisons from the City Council to the Planning Commission, rather than having councilmember liaisons at each of the Historic Preservation Commission, Bike and Pedestrian Advisory Committee and Tree Board; and

**WHEREAS**, for purposes only as outlined herein, the City Council believes it would be appropriate to allow residents to serve on both the Planning Commission and one of the sub-committees in the event the person seeking to serve on both meets the requirements of both of the bodies; and

**WHEREAS**, the City Council of the City of Yakima finds it is in the best interests of the City and its residents to restructure the Planning Commission, Historic Preservation Commission, Bike and Pedestrian Advisory Committee and Tree Board to create three sub-committees to the Planning Commission; now, therefore,

**BE IT ORDAINED BY THE CITY OF YAKIMA:**

**Section 1.** Yakima Municipal Code Chapter 1.42: Planning Commission, is hereby amended to read as follows:

**Chapter 1.42  
PLANNING COMMISSION\***

Sections:

- 1.42.010 Planning commission—Authority.**
- 1.42.020 Organization and procedures.**
- 1.42.025 Membership—Appointment—Terms.**
- 1.42.026 Residence of members.**
- 1.42.027 Vacancy filling—Unexpired terms.**
- 1.42.030 Duties.**
- 1.42.070 Yakima urban area comprehensive plan—Adoption and amendment procedures.**

\* See Charter Article VIII, Section 1, Zoning—See Title 15 of this code.

**1.42.010 Planning commission—Authority.**

The city of Yakima planning commission shall have the full authority and jurisdiction to perform all acts, duties and functions which are either required of or imparted or conferred on a planning commission by law or ordinance. Provided, any duties or functions of the planning commission which are conferred on the office of hearing examiner shall be performed by such examiner. (Ord. 2010-22 § 1 (part), 2010: Ord. 2948 § 3 (part), 1986).

**1.42.020 Organization and procedures.**

The commission shall perform its duties and functions as the planning commission of the city of Yakima under the provisions and procedures of RCW Chapter 35.63. The planning commission may adopt its own bylaws and rules of procedure as long as they do not conflict with RCW Chapter 35.63 or this ordinance. (Ord. 2010-22 § 1 (part), 2010: Ord. 2948 § 3 (part), 1986).

**1.42.025 Membership—Appointment—Terms.**

A. The city planning commission shall consist of eleven members appointed by the mayor and confirmed by the city council. The term of office for each appointive member shall be four years.

B. The members of the city planning commission shall be selected without respect to political affiliation and they shall serve without compensation.

C. No person shall serve more than two consecutive terms, provided a person appointed to fill unexpired terms of less than two years is eligible to serve two successive four-year terms; and provided further, a person who is ineligible to serve for having served two consecutive terms may again serve after two years have elapsed from the end of the second such term.

D. A maximum of one member of the city planning commission may also be a member of the Historic Preservation Commission. A maximum of one member of the city planning commission may also be a member of the Tree Board. A maximum of one member of the city planning

commission may also be a member of the Bicycle and Pedestrian Advisory Committee. (Ord. 2017-018 § 1, 2017: Ord. 2010-22 § 1 (part), 2010).

#### **1.42.026 Residence of members.**

No person shall hold the office of member of the city planning commission unless that person is either (1) a resident of the city of Yakima, or (2) an owner of a business or of real property that is located within the city of Yakima. The office of member of the city planning commission shall become vacant upon such member ceasing to meet the requirements of either subsection 1 or 2, or both, as described in this section. (Ord. 2012-55 § 1, 2012: Ord. 2010-22 § 1 (part), 2010).

#### **1.42.027 Vacancy filling—Unexpired terms.**

Vacancies occurring otherwise than through the expiration of terms shall be filled for the unexpired term. Members may be removed, after public hearing, by the mayor, with the approval of the city council, for inefficiency, neglect of duty or malfeasance in office.

#### **1.42.028 Council liaisons.**

The City Council may appoint up to two councilmember liaisons to the Planning Commission. Said liaisons are not considered members of the planning commission, shall not be entitled to vote on any matter before the commission and shall not actively participate in any matter that will come to the City Council for ultimate decision.

#### **1.42.030 Duties.**

The duties of the city planning commission shall be as set forth in RCW 35.63.060, by city ordinance, or as may be assigned or requested from time to time by the city council. Such duties include, but are not limited to:

1. Serving as the long-range planning body for the city of Yakima;
2. Monitor the growth and development of the city and continually reevaluate and recommend to the city council revisions to the comprehensive plan and zoning ordinance for the city;
3. Develop and recommend to the city council a subdivision ordinance for the city and revisions thereto;
4. Investigate and make recommendations on other land use matters as may be requested by the city council or on its own initiative;
5. Study and report on all proposed text changes to land use ordinances;
6. Advise the city council on land use matters;
7. Monitor the hearings of the hearing examiner in order to remain informed on development activities, public concerns and the decisions of the hearing examiner;
8. Work with, provide support, and give guidance to sub-committees associated with the planning commission, as appropriate.

9. Such other planning functions as authorized or required by law or ordinance or as requested or assigned by the city council. (Ord. 2010-22 § 1 (part), 2010: Ord. 2948 § 3 (part), 1986).

**1.42.070 Yakima urban area comprehensive plan—Adoption and amendment procedures.**

A. Plan Adoption. The Yakima urban area comprehensive plan ("the plan") shall consist of the most recently adopted and approved Yakima Urban Area Comprehensive Plan, which at the time of this ordinance amendment is the Yakima Urban Area Comprehensive Plan 2025, adopted by Ordinance No. 2006-62 on December 15, 2006, the Terrace Heights Neighborhood Plan adopted on June 4, 1999 and as amended, and the West Valley Neighborhood Plan, as adopted and amended. The plan and its elements and plans including those incorporated by reference are hereby adopted as the official comprehensive land use plan for the city of Yakima, as required by Chapter 36.70A RCW.

B. Plan Amendments. Requests for amendments to the Yakima urban area comprehensive plan may be submitted in accord with YMC 16.10.030, and will be docketed for review and acted upon as provided in RCW 36.70A.130 and YMC 16.10. Proposed amendments shall be considered concurrently to ascertain the cumulative effect of the various proposals. Initial adoption of subarea plans and the adoption or amendment of a shoreline master program are not subject to the docketing requirement, and may be considered independently of the annual amendment process. Amendments to the plan may also be considered whenever an emergency exists, or to resolve an appeal of the plan filed with the Eastern Washington Growth Management Hearings Board, following appropriate public participation.

C. Amendment Review Process. Proposed amendments to the plan shall be submitted to the city of Yakima department of community and economic development, along with the required application fee, for review by the city planning commission pursuant to YMC 16.10.050. The city planning commission shall hold at least one public hearing to receive public testimony on proposed amendments, and shall forward its recommendation regarding proposed amendments to the city council, as outlined in YMC 16.10. The city council, pursuant to YMC 16.10.090, shall hold at least one public hearing on the city planning commission's recommendation. The city council may refer any proposed amendment back to the city planning commission for further consideration and recommendation. The city council may amend the plan or reject any proposed amendments subsequent to the city council public hearing.

D. Existing Land Use Regulatory Ordinances Remain in Effect. All existing land use regulatory ordinances and land use controls shall remain in effect, including Title 15, Yakima Urban Area Zoning Ordinance; city of Yakima official zoning map; Title 14, Subdivisions; YMC Chapter 6.88, Environmental Policy; and YMC Chapter 15.27, Critical Areas, until such time that these ordinances are amended. Future land use decisions shall be based upon these ordinances, as periodically amended.

E. Severability. If any section, sentence, clause or phrase of the adopted Yakima urban area comprehensive plan should be held to be invalid or unconstitutional by any body or court with authority and jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of the adopted Yakima urban area comprehensive plan.

F. Revival of Plan upon Invalidation. In the event that an updated Yakima urban area comprehensive plan, or any portion thereof, is invalidated by the Eastern Washington Growth

Management Hearings Board, or any other body or court with authority and jurisdiction, the prior-approved Yakima urban area comprehensive plan, or the relevant portions thereof, shall be revived and shall be in effect until a new comprehensive plan or new relevant portions are established. (Ord. 2013-021 § 1 (Exh. A), 2013: Ord. 2011-10 § 2, 2011; Ord. 2010-22 § 1 (part), 2010; Ord. 99-33 § 1, 1999; Ord. 97-22 § 2, 1997; Ord. 2579 § 1, 1981; Ord. 972 § 1, 1967; Ord. 779 §§ 1, 2, 1966).

**Section 2.** Yakima Municipal Code Public Tree Ordinance Section 8.77.060: Duties and responsibilities, is hereby amended to read as follows:

**8.77.060 Duties and responsibilities.**

It shall be the responsibility of the tree board to study, investigate, develop, update, and administer a written plan for the care, preservation, pruning, planting, replanting, removal or disposition of trees and shrubs in parks, along streets and in other city-owned public areas. Such plan will be presented annually to the city council and the Yakima Planning Commission, and upon city council's acceptance and approval shall constitute the official comprehensive city tree plan for the city of Yakima, Washington. The tree board, when requested by the city council, shall consider, investigate, make findings, report and make recommendations regarding any special matter or question coming within the scope of its work and/or work with the Yakima Planning Commission on matters of relevance to both groups. The tree board shall be a subcommittee of the Yakima Planning Commission. (Ord. 2016-032 § 1 (part), 2016).

**Section 3.** Yakima Municipal Code Historic Preservation Ordinance Section 11.62.040: Yakima historic preservation commission, is hereby amended to read as follows:

**11.62.040 Yakima historic preservation commission.**

A. Creation and Size. There is hereby established a Yakima historic preservation commission consisting of five members, as provided in subsection B of this section. Members of the Yakima historic preservation commission shall be appointed by the mayor with the approval of the Yakima city council and shall be residents of the city of Yakima.

B. Composition of the Commission.

(1) All members of the commission must have a demonstrated interest and competence in historic preservation, history, urban planning, or architecture and possess qualities of impartiality and broad judgment.

(2) The commission shall always include at least one professional who has experience in identifying, evaluating, and protecting historic resources and are selected from among the disciplines of history, architecture, architectural history, landscape architecture, historic preservation, planning, folklore, cultural anthropology, prehistoric and historic archaeology, American studies, curation, traditional building crafts, the practice of historic rehabilitation or restoration, finance and banking, law, and real estate, or related disciplines. The commission action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the professional positions, unless the commission action is related to meeting certified local government (CLG) responsibilities cited in the certification agreement between the mayor of Yakima and the State Historic Preservation Officer on behalf of the state. Furthermore, exception to the residency requirement of



commission members may be granted by the mayor of Yakima with the approval of the Yakima city council in order to obtain representatives from these disciplines.

(3) In making appointments, the mayor may consider names submitted from any source, but the mayor shall notify Yakima history, heritage, preservation, and development related organizations of vacancies so that names of interested and qualified individuals may be submitted by such organizations for consideration along with names from any other source.

C. Terms. The initial appointments to the commission shall be staggered. Two members shall be appointed for one year, three members shall be appointed for two years, and two members shall be appointed for four years. Thereafter, the terms shall be made for four years. There shall be no consecutive term limit for membership on the commission. Vacancies shall be filled by the mayor with the approval of the council for a new or unexpired term in the same manner as the original appointment.

D. Powers and Duties. The major responsibility of the historic preservation commission is to identify and actively encourage the conservation of Yakima's historic resources by initiating and maintaining a register of historic places and reviewing proposed changes to register properties, to raise community awareness of Yakima's history and historic resources, and to serve as Yakima's primary resource in matters of history, historic planning, and preservation.

In carrying out these responsibilities, the commission shall engage in the following:

(1) Conduct and maintain a comprehensive inventory of historic resources within the boundaries of the city of Yakima and known as the Yakima historic inventory, and publicize and periodically update inventory results. Properties listed on the inventory shall be recorded on official zoning records with an "HI" (for historic inventory designation). This designation shall not change or modify the underlying zone classification.

(2) Initiate and maintain the Yakima register of historic places. This official register shall be compiled of buildings, structures, sites, objects, and districts identified by the commission as having historic significance worthy of recognition and protection by the city of Yakima and encouragement of efforts by owners to maintain, rehabilitate, and preserve properties.

(3) Review nominations to the Yakima register of historic places according to criteria in YMC 11.62.045 and adopt standards in its rules to be used to guide this review.

(4) Review proposals to construct, change, alter, modify, remodel, move, demolish, or significantly affect properties or districts on the register as provided in YMC 11.62.050 and adopt standards and design guidelines in its rules to be used to guide this review and the issuance of a certificate of appropriateness or waiver.

(5) Provide for the review either by the commission or its staff of all applications for approvals, permits, environmental assessments or impact statements, and other similar documents pertaining to identified historic resources.

(6) Conduct all commission meetings in compliance with Chapter 42.30 RCW, Open Public Meetings Act, to provide for adequate public participation and adopt standards in its rules to guide this action.

- (7) Participate in, promote and conduct public information, educational and interpretive programs pertaining to historic and prehistoric resources.
- (8) Establish liaison support, communication and cooperation with federal, state, and other local government entities which will further historic preservation objectives, including public education, within the city of Yakima.
- (9) Serve as a subcommittee to the Yakima Planning Commission to review and comment to the Yakima Planning Commission on land use, housing and redevelopment, economic development strategies, municipal improvements and other types of planning and programs undertaken by agencies of the city of Yakima, other neighboring communities, Yakima County, the state or federal governments, as they relate to historic resources of the city of Yakima.
- (10) Advise the Yakima Planning Commission, and/or the Yakima city council and the mayor of Yakima generally on matters of Yakima history and historic preservation.
- (11) Perform other related functions assigned to the commission by the Yakima city council.
- (12) Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of pamphlets, newsletters, workshops, websites, or similar activities.
- (13) Officially recognize excellence in the rehabilitation of historic buildings, structures, sites and districts, and new construction in historic areas and encourage appropriate measures for such recognition.
- (14) Be informed about and provide information to the public, the Yakima Planning Commission, and city of Yakima departments on incentives for preservation of historic resources including legislation, regulations and codes which encourage the use and adaptive reuse of historic properties.
- (15) Review nominations to the State and National Registers of Historic Places.
- (16) Investigate and report to the Yakima Planning Commission and/or the Yakima city council on the use of various federal, state, local or private funding sources available to promote historic resource preservation in the city of Yakima.
- (17) Serve as the local review board for special valuation and:
  - a. Make determination concerning the eligibility of historic properties for special valuation;
  - b. Verify that the improvements are consistent with the Washington State Advisory Council's standards for rehabilitation and maintenance;
  - c. Enter into agreements with property owners for the duration of the special valuation period as required under WAC 254-20-070(2);

- d. Approve or deny applications for special valuation;
- e. Monitor the property for continued compliance with the agreement and statutory eligibility requirements during the ten-year special valuation period; and
- f. Adopt bylaws and/or administrative rules and comply with all other board responsibilities identified in Chapter 84.26 RCW.

(18) Provide a yearly report to the Yakima Planning Commission regarding the activities undertaken in the previous twelve (12) months, or report more often if requested by the Yakima Planning Commission or the Yakima City Council.

E. Compensation. All members shall serve without compensation.

F. Rules and Officers. The commission shall establish and adopt its own rules of procedure, and shall select from among its membership a chairperson and such other officers as may be necessary to conduct the commission's business.

G. Commission Staff. Commission and professional staff assistance may be provided by the department of community development, or other department as designated by the city manager, with additional assistance and information to be provided by other city departments as may be necessary to aid the commission in carrying out its duties and responsibilities under this chapter. (Ord. 2019-017 § 1, 2019: Ord. 2015-004 § 1 (Exh. A) (part), 2015: Ord. 2013-22 § 1, 2013: Ord. 2011-28 § 1 (Exh. A) (part), 2011: Ord. 2005-02 § 2 (part), 2005).

**Section 4.** Yakima Municipal Code Bicycle and Pedestrian Advisory Committee Ordinance Section 1.37.010: Establishment, is hereby amended to read as follows:

#### **1.37.010 Establishment.**

There is hereby established within the city of Yakima a bicycle and pedestrian advisory committee, which shall be a subcommittee of the Yakima Planning Commission, to be appointed by the city council to carry out the purposes listed herein. (Ord. 2023-002 § 1, 2023).

**Section 5.** Yakima Municipal Code Bicycle and Pedestrian Advisory Committee Ordinance Section 1.37.050: Meetings, is hereby amended to read as follows:

#### **1.37.050 Meetings.**

(a) At its first meeting of each calendar year, the committee shall elect a chairperson and a secretary, which persons shall hold office for one year and until their successors are appointed.

(b) The committee should hold, at a minimum, regular quarterly public meetings that may be broadcast by the city. The committee may appoint a subcommittee of at least two members, which may meet during other times and at other dates as the subcommittee deems necessary or appropriate, to review and discuss bicycle/pedestrian committee policies and procedures, or relevant code sections of the Yakima Municipal Code. The subcommittee shall formulate a recommendation regarding its work to the whole committee for its consideration. Subcommittee meetings may be staffed only upon written request to the city manager from the subcommittee, and at the city manager's, or their designee's, discretion.

(c) Minutes of each meeting shall be kept by the secretary and sent to the staff liaison, or, if there is no staff liaison assigned, the city clerk, and any other city staff person or council person as determined by the city.

(d) All committee meetings shall be open to the public.

(e) To constitute a quorum for the transaction of business there shall be a simple majority of seated committee members present.

(f) An agenda shall be prepared and distributed by the chairperson prior to each meeting which includes a list of individual items of committee business that are intended to be discussed. If staff members are approved for attendance, they shall receive an agenda at least five business days prior to the meeting. (Ord. 2023-023 § 2, 2023; Ord. 2023-002 § 1, 2023).

**Section 6.** Yakima Municipal Code Bicycle and Pedestrian Advisory Committee Ordinance Section 1.37.060: Functions and duties, is hereby amended to read as follows:

**1.37.060 Functions and duties.**

(a) The committee generally shall serve in an advisory capacity to the Yakima Planning Commission as a subcommittee of the Commission concerning the development, maintenance and planning of the network of facilities for bicycles and pedestrians within the city or extending into Yakima County or neighboring communities.

(b) The committee shall assist the Yakima Planning Commission and, when specifically requested, the city council, on specific projects delegated to the committee by those groups.

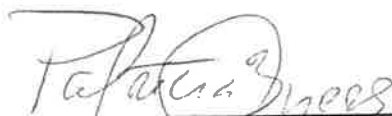
(c) The committee shall report to the Yakima Planning Commission on an annual basis at a minimum. Reports to the Yakima Planning Commission shall contain a summary of action items taken to date, a list of action items that are pending, and a summary of any findings made as of the date of the report that are relevant to the committee's purpose or pending action items. The chair of the committee is responsible for writing any report and forwarding it to the staff liaison for the Yakima Planning Commission for dissemination and inclusion in a Yakima Planning Commission agenda.

(d) On areas of work where the Yakima Planning Commission finds that it would be more appropriate to have the committee provide advice and information either directly to the City Council, or to another committee, board or commission, the Yakima Planning Commission will refer the work to the council or to another committee, board or commission for its review and evaluation. (Ord. 2023-002 § 1, 2023).

**Section 7.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 8.** This ordinance shall be in full force and effect 30 days after its passage, approval, and publication as provided by law and by the City Charter.

**PASSED BY THE CITY COUNCIL, signed and approved this 5<sup>th</sup> day of March, 2024.**

  
\_\_\_\_\_  
Patricia Byers, Mayor

**ATTEST:**

  
\_\_\_\_\_  
Rosalinda Ibarra, City Clerk



Publication Date: March 9, 2024

Effective Date: April 8, 2024





**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.A.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Approval of minutes from the April 2, 2024 City Council regular meeting and April 9, 2024 study session

**SUBMITTED BY:**

**SUMMARY EXPLANATION:**

**ITEM BUDGETED:**

**STRATEGIC PRIORITY:**

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

**ATTACHMENTS:**

Description	Upload Date	Type
4-2 draft minutes	4/5/2024	Backup Material
4-9 draft minutes	4/11/2024	Backup Material



**MINUTES  
YAKIMA CITY COUNCIL**

**April 2, 2024**

**City Hall – Council Chambers - 129 N 2nd Street, Yakima, WA  
5:30 p.m. Regular meeting conducted in person, and virtually via Zoom**

**1. Roll Call**

Present: Mayor Patricia Byers, presiding; Assistant Mayor Matt Brown and Councilmembers Reedy Berg, Janice Deccio, Rick Glenn, Danny Herrera and Leo Roy

Staff: Interim City Manager Dave Zabell, City Attorney Sara Watkins and City Clerk Rosalinda Ibarra

**2. Pledge of Allegiance**

Mayor Byers led the Pledge of Allegiance.

**3. Interpreter Services**

Mayor Byers introduced Jorge Villaseñor who announced interpreter services are available in Spanish.

**4. Public Comment**

Dustin Miley, City employee, spoke regarding staff training and the benefits to the City for cross training.

Michael Kay, Camp Hope, expressed frustration regarding the lack of communication and progress for program funding.

Parmjit Singh, City business owner and County resident, spoke regarding the adverse effects on businesses caused by the N. First St. construction project.

Tiffany Hein, City resident and downtown business owner, shared ideas for Council to consider related to the downtown parking regulations and encouraged side street parking enforcement.

Corie Ratliff, City resident and downtown business owner, provided thoughts on downtown parking issues including Yakima County parking lots and County vehicles.

Tony Courcy, City resident, spoke regarding several matters.

**5. Open Discussion for the Good of the Order**

A. Proclamations

i. Yakima - Morelia Sister City Proclamation

Councilmember Herrera proclaimed the week of April 1, 2024 as "Yakima-Morelia Sister City Week". Margaret Luera, Noe Gutierrez, and David Rogers accepted the proclamation and presented a certificate to the City of Yakima ratifying the sister city relationship on behalf of the city of Morelia, Michoacán, Mexico. Ms. Luera extended an invitation to the 25th anniversary celebration to be held at the Harman Center on April 6, 2024.

ii. Draft Salvation Army Week Proclamation

**MOTION: Deccio moved and Berg seconded to approve the proclamation.** The motion carried by unanimous vote.

iii. Draft Arbor Day 2024 Proclamation

**MOTION: Deccio moved and Roy seconded to approve the proclamation.** The motion carried by unanimous vote.

B. Presentations / Recognitions / Introductions

i. Recognition of Connie Upton for 30 Years of Service to the Yakima Convention and Event Center

Interim City Manager Dave Zabell recognized Connie Upton for 30 years of service to the Yakima Convention and Event Center. John Cooper, President and CEO of Yakima Valley Tourism, also spoke regarding Connie's tenure. Mayor Byers presented Ms. Upton a recognition certificate.

ii. Yakima County Development Association 2023 Year End Review and 2024 Outlook

Jonathan Smith, Executive Director of the Yakima County Development Association, presented the 2023 year-end accomplishments and provided an overview of the 2024 work plan.

iii. Greater Yakima Chamber of Commerce 2023 Year End Report and 2024 Outlook

This presentation will be rescheduled at a later date.

6. **Council Reports**

None.

7. **Consent Agenda**

Mayor Byers referred to the items placed on the Consent Agenda, questioning whether there were any additions or deletions from Council members present. Items I and J were removed from the consent agenda. The City Clerk read the Consent Agenda items, including resolutions and ordinances, by title. (Items on the Consent Agenda are handled under one motion without further discussion—see motion directly below.)

**MOTION: Deccio moved and Brown seconded to approve the consent agenda.** The motion carried by a 7-0 roll call vote.

A. Approval of minutes from the March 19, 2024 City Council regular meeting and March 26, 2024 study session

- B. 2023 4th Quarter Financial Report
- C. Resolution awarding Bid 12344 and authorizing an agreement with Granite Construction for Asphalt and Materials

**RESOLUTION NO. R-2024-053, A RESOLUTION** awarding Bid 12344 and authorizing an agreement with Granite Construction for Asphalt and Materials.

- D. Resolution authorizing a quit claim deed to terminate an easement in the vicinity of 1 W Valley Mall Blvd

**RESOLUTION NO. R-2024-054, A RESOLUTION** declaring the property rights obtained by the City in the Easement Deed recorded under Auditor's File Number 7891722 located near the intersection of Valley Mall Boulevard and Longfibre Road to be surplus to the uses and needs of the City of Yakima, and authorizing disposition of such property rights to Printing Press Properties.

- E. Resolution accepting a Department of Transportation Pedestrian & Bicycle Safety Program grant award for Fred Meyer Active Transportation Pathway Project 2780

**RESOLUTION NO. R-2024-055, A RESOLUTION** authorizing acceptance and execution of a state grant program agreement with the Washington State Department of Transportation for the Fred Meyer Active Transportation Pathway Project 2780.

- F. Resolution authorizing a contract with Yakima Valley Partners Habitat for Humanity for the development of a new single-family home located at 2906 W Arlington Ave

**RESOLUTION NO. R-2024-056, A RESOLUTION** authorizing an agreement with Yakima Valley Partners Habitat for Humanity for up to Eighty-Seven Thousand Five Hundred Dollars (\$87,500) in U.S. Department of Housing and Urban Development (HUD), HOME Investment Partnerships Program (HOME) funds for the construction of a low-income housing unit at 2906 W Arlington Avenue.

- G. Resolution authorizing a contract with Yakima Valley Partners Habitat for Humanity for the development of a new single-family home located at 2908 W Arlington Ave

**RESOLUTION NO. R-2024-057, A RESOLUTION** authorizing an agreement with Yakima Valley Partners Habitat for Humanity for up to Eighty-Seven Thousand Five Hundred Dollars (\$87,500) in U.S. Department of Housing and Urban Development (HUD), HOME Investment Partnerships Program (HOME) funds for the construction of a low-income housing unit at 2908 W. Arlington Avenue.

- H. Resolution authorizing a contract with Yakima Valley Partners Habitat for Humanity for the development of a new single-family home located at 2910 W Arlington Ave

**RESOLUTION NO. R-2024-058, A RESOLUTION** authorizing an agreement with Yakima Valley Partners Habitat for Humanity for up to Eighty-Seven Thousand Five Hundred Dollars (\$87,500) in U.S. Department of Housing and Urban Development (HUD), HOME Investment Partnerships Program (HOME) funds for the construction of a low-income housing unit at 2910 W. Arlington Avenue.

- I. Item I was removed from the Consent Agenda

- J. Item J was removed from the Consent Agenda

- K. Resolution authorizing an airport concession rent credit between the City of Yakima-Yakima Air Terminal-McAllister Field and BBold Advertising and Marketing

**RESOLUTION NO. R-2024-061, A RESOLUTION** authorizing Airport Concession Rent Credit Between the City of Yakima, the owner and operator of Yakima Air Terminal-McAllister Field, and BBold Advertising and Marketing.

- L. Resolution authorizing an airport concession rent credit between the City of Yakima-Yakima Air Terminal-McAllister Field and Hertz Corporation Car Rental

**RESOLUTION NO. R-2024-062, A RESOLUTION** authorizing Airport Concession Rent Credit between the City of Yakima, the owner and operator of Yakima Air Terminal-McAllister Field, and the Hertz Corporation dba Hertz Car Rental.

#### **Items Removed from the Consent Agenda**

- A. Resolution authorizing a grant application for the Yakima Air Terminal Building Modernization project to the Yakima County Supporting Investments in Economic Development (SIED) for Capital Improvement Projects at the Yakima Air Terminal-McAllister Field

Yakima Air Terminal Director Robert Hodgman provided information to Council regarding the grant application.

The City Clerk read the resolution by title only. After Council discussion,

**MOTION: Glenn moved and Roy seconded to adopt both resolutions (for Items I and J removed from the consent agenda).** The motion carried by a 7-0 roll call vote.

**RESOLUTION NO. R-2024-059, A RESOLUTION** authorizing a grant application for the Yakima Air Terminal Building Modernization project to the Yakima County Supporting Investments in Economic Development (SIED) for Capital Improvement Projects at the Yakima Air Terminal-McAllister Field.

- B. Resolution authorizing a grant application for the Yakima Air Terminal Building Modernization project to the Washington State Department of Commerce Community Economic Revitalization Board (CERB) for Capital Improvement Projects at the Yakima Air Terminal-McAllister Field

Yakima Air Terminal Director Robert Hodgman provided information to Council regarding the grant application. The City Clerk read the resolution by title only.

**MOTION: Glenn moved and Roy seconded to adopt both resolutions (for Items I and J removed from the consent agenda).** The motion carried by a 7-0 roll call vote.

**RESOLUTION NO. R-2024-060, A RESOLUTION** authorizing a grant application for the Yakima Air Terminal Building Modernization project to the Washington State Department of Commerce Community Economic Revitalization Board (CERB) for Capital Improvement Projects at the Yakima Air Terminal-McAllister Field.

#### **PUBLIC HEARINGS**

8. Public hearing to consider: A) Resolution adopting the amended Six-Year Transportation Improvement Program for the period of 2024 through 2029, and to amend the Transportation Systems Plan 2040; and B) Resolution amending the Yakima Urban Area Comprehensive Plan Capital Facilities Element



City Engineer Bill Preston briefed Council on the public hearing.

Mayor Byers opened the public hearing and, with no one coming forward or calling in to speak, closed the hearing.

The City Clerk read both resolutions by title only. After Council discussion,

**MOTION: Deccio moved and Brown seconded to adopt both resolutions.** The motion carried with a 7-0 roll call vote.

**RESOLUTION NO. R-2024-063, A RESOLUTION** amending the adopted Six-Year Transportation Improvement Program (TIP) for the period of 2024 through 2029 and amending the Transportation Systems Plan 2040.

**RESOLUTION NO. R-2024-064, A RESOLUTION** amending the Yakima Urban Area Comprehensive Plan Capital Facilities Element to incorporate the amended Six-year Transportation Improvement Program (TIP) for the period of 2024 through 2029.

9. Closed record public hearing and Ordinance to consider the Planning Commission's recommendation regarding a rezone request located in the vicinity of 1104 & 1112 S. 48th Ave

Mayor Byers stated this is a closed record hearing and testimony will be limited to the record regarding a rezone request in the vicinity of 1104 & 1112 S. 48th Ave., submitted by William F. Almon. The City Council is sitting in its quasi-judicial capacity and is charged with evaluating the Yakima Planning Commission's recommendation and the record and deciding whether to approve or reject the rezone request. As this is a quasi-judicial hearing, the Appearance of Fairness doctrine controls.

Each Councilmember answered negatively or affirmatively to the following questions:

1. Do you have any interest in the property or the application, or do you own property within 300 feet of the property subject to the application? All Council members responded they did not.
2. Do you stand to gain or lose any financial benefit as a result of the outcome of the application? The response from Council members was no.
3. Can you hear and consider the application in a fair and objective manner, without bias? All Council members stated they could.
4. Have you had any ex parte communications with applicants, or anyone else, regarding this application? All Council members responded no.

Mayor Byers asked if anyone wished to challenge any council member's participation in this application on appearance of fairness grounds. No one from the audience or on Zoom spoke to the issue.

Mayor Byers opened the public hearing. Interim Planning Manager Eric Crowell briefed the Council on the matter. With no one coming forward or calling in to speak, Mayor Byers closed the public hearing.

The City Clerk read the ordinance by title only. After Council discussion and deliberation,

**MOTION: Deccio moved and Brown seconded pass the ordinance affirming the recommendation of the Yakima Planning Commission.** The motion carried by a 7-0 roll call vote.

**ORDINANCE NO. 2024-009, AN ORDINANCE** rezoning parcels 181328-41405 and 181328-41427 from Professional Business (B-1) to Local Business (B-2) and amending the Zoning Map of the City of Yakima.

10. Public hearing and Ordinance to consider the Yakima Planning Commission's recommendation regarding 2024 proposed text amendments to YMC Titles 14 Subdivisions

Interim Planning Manager Eric Crowell briefed Council on the text amendments to the Yakima Municipal Code Title 14 Subdivisions.

Mayor Byers opened the public hearing and, with no one coming forward or calling in to speak, closed the hearing.

The City Clerk read the ordinance by title only. After Council discussion and deliberation, **MOTION: Brown moved and Deccio seconded to pass the ordinance.** The motion carried by a 7-0 roll call vote.

**ORDINANCE NO. 2024-010, AN ORDINANCE** amending Yakima Municipal Code Title 14 – Subdivisions to incorporate text amendments recommended by the City of Yakima Planning Commission.

### DEPARTMENT ITEMS

11. Ordinance amending the 2023-2024 Biennial Budget for the City of Yakima and making appropriations from Unappropriated Fund Balances within various Funds for expenditure during 2023-2024 for various purposes (First Reading)

Interim Director of Finance and Budget Rosylen Oglesby briefed Council on the first reading of proposed amendments to the 2023-2024 biennial budget.

The City Clerk read the ordinance by title only.

First Reading of **AN ORDINANCE** amending the 2023-2024 Biennial Budget for the City of Yakima and making appropriations from Unappropriated Fund Balances within various Funds for expenditure during 2023-2024 for various purposes including 2023 encumbrances.

12. Ordinance to amend Chapter 7.50.040 of the Yakima Municipal Code, Utility Accounting

Interim Finance and Budget Director Rosylen Oglesby briefed the Council on the proposed amendments to remove reference to utility rates from the Yakima Municipal Code Chapter 7.50 Utility Accounting.

The City Clerk read the ordinance by title only.

**MOTION: Deccio moved and Brown seconded to pass the ordinance.** The motion carried by 7-0 roll call vote.

**ORDINANCE NO. 2024 011, AN ORDINANCE** amending the City of Yakima Municipal Code Section 7.50.040 relating to utility service fees.

### CITY MANAGER UPDATE

13. Council Discussion and Direction Regarding Downtown Parking

Interim City Manager Dave Zabell outlined the March 26th proposed recommendations regarding the regulation of parking within city-owned parking lots and on-street parking. Mr. Zabell described policy issues regarding lot maintenance and repair and the use of technology applications. He also highlighted operational issues and efforts to coordinate with the community on parking issues.

After extensive Council discussion,

**MOTION: Brown moved and Deccio seconded to direct staff to create an ordinance that provides the following: \$20 fine fee; \$20 parking permit fee; allow 2 hours free parking on street; allow 3 hours free parking in city-owned parking lots; reduce number of parking permits to be sold to 40% of total parking spaces and available for any of the lots; employees of governmental agencies who have their own parking lots are not eligible to apply for a parking permit; and re-evaluate 3 hour parking period in city lots to determine effectiveness.** The motion carried by unanimous vote.

Staff will also present a moratorium extension to coincide with the effective date of the new proposed ordinance.

**14. Other Business**

**MOTION: Brown moved and Berg seconded to add to future study session for council to discuss the contract regarding DAY maintenance.** The motion carried by unanimous vote.

Berg requested an update on business economic development.

Glenn inquired about the City Manager recruitment process. Applications are being accepted through next week.

**MOTION: Brown moved and Berg seconded to add to future study session a review of the Clean City program.** The motion carried by unanimous vote.

**15. Adjournment**

**MOTION: Brown moved and Deccio seconded to adjourn to the next City Council study session on April 9, 2024, at 5:00 p.m. in the Council Chambers at City Hall.** The motion carried by unanimous vote. The meeting adjourned at 7:34 p.m.

**CERTIFICATION**

READ AND CERTIFIED ACCURATE BY

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
COUNCIL MEMBER

\_\_\_\_\_  
DATE

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR



**MINUTES  
YAKIMA CITY COUNCIL  
STUDY SESSION**

**April 9, 2024**

**City Hall -- Council Chambers - 129 N 2nd Street, Yakima, WA  
5:00 p.m. Study Session --- conducted in person and virtually.**

**1. Roll Call**

Present: Mayor Patricia Byers, presiding; Assistant Mayor Matt Brown (attending remotely via Zoom) and Councilmembers Reedy Berg, Janice Deccio, Rick Glenn, Danny Herrera and Leo Roy (attending remotely via Zoom)

Staff: Interim City Manager Dave Zabell, City Attorney Sara Watkins and City Clerk Rosalinda Ibarra

**2. Public comment (allow 15 minutes)**

Marla Meza, City resident, shared pictures of the situation caused by homeless individuals along Naches Avenue and urged Council to take immediate action to address the encampments, litter, and safety hazards.

**3. Arbor Day proclamation**

Councilmember Deccio proclaimed the second Saturday in April as "Arbor Day" and Garrett Brenden accepted the proclamation and invited the community to attend the Arbor Fest activities taking place at the Yakima Area Arboretum.

**4. Draft Parking Ordinance and Resolutions**

City Attorney Sara Watkins described the proposed amendments to the parking regulations and presented a draft ordinance and resolutions. The draft ordinance includes the changes as directed by City Council at the April 2nd meeting. One of the draft resolutions includes amending the Master Fee Schedule to reduce the long-term parking pass fee. The other draft resolution provides for an extension to the moratorium to coincide with the effective date of the proposed ordinance.

Council reviewed the language that allows the City Manager discretion to establish parking time limits for city-owned parking lots and street parking. Staff recommended maintaining the current language as it allows greater flexibility without the need to change the ordinance in the event future changes are made to the parking time limits.

After discussion,

**MOTION: Brown moved and Herrera seconded to direct City Legal to add to the ordinance the three hours in [parking] lots and leaving the street [parking] at two**

**hours with the discretion of the City Manager.** The motion carried by unanimous vote.

5. Update on funding options for MLK Jr. Park Eastside Pool Project 2745

Parks and Recreation Manager Ken Wilkinson and Assistant City Manager Rosylen Oglesby provided a comprehensive update on the status of the Aquatic Center at Martin Luther King, Jr. Park, and presented information regarding revenue and expenditure funding for the pool project. The City Council will be reviewing a contract with the construction company selected to receive the bid award at their April 16th business meeting. The total cost of the project is estimated at \$12 million for construction and design and the City has secured approximately \$9.6 million in revenue for this project. Project completion is anticipated by June 2025.

Mr. Wilkinson explained the efforts underway to generate the additional funds necessary. Donations and grant funds are expected to come in through 2026 which may cause a cash flow problem as the construction project progresses. Ms. Oglesby emphasized the possibility of a funding challenge of approximately \$2.8 million due to unsecured revenue assumptions, which includes a bid budget shortfall (\$540k), contingency (\$400k), and uncollected pledges and deferred donations (\$1.8 million). The City will need to identify a funding mechanism to back up the budget shortfall gap in the interim.

6. 2023 Budget Review and Forecasting

Interim Director of Finance & Budget Rosylen Oglesby provided an extensive overview of the 2023 year-end budget review, 2023 budget assumptions, and impacts to the general fund and city-wide budget. Ms. Oglesby clarified that the numbers presented are unaudited figures.

Overall, due to the conservative approach the City took in the 2023 adopted budget, the amount of fund balance used is expected to be zero and the policy reserve amounts will be slightly met. The negative impacts to the general fund and city-wide funds included reduction in sales tax revenue, increased industrial insurance, collective bargaining agreement settlements, overtime (due to staff shortages), and the general cost of doing business. The positive impacts identified included investment of ARPA funds, increase in utility tax revenue, and unanticipated growth in city funds.

Ms. Oglesby also reviewed the five-year financial forecast (2025-2029) which reflects the economic projections of the City's future financial conditions based on several influencing factors such as, but not limited to, inflation, elections and economic cycles, interest rates, trend analysis, upcoming projects, and future debt needs. The City took into account the loss of ARPA funds, updates to the fee schedule, and the 1% annual increase in property taxes. Over the forecast period, the general fund and city-wide forecast for revenue and expenditure comparison shows the fund balance is projected to deplete in 2028 and 2029. The City will need to consider how to either raise revenues or reduce expenditures to prevent potential deficits in the coming years.

7. Adjournment

**MOTION: Deccio moved and Herrera seconded to adjourn to the next City Council regular meeting on April 16, 2024, at 5:30 p.m. in the Council Chambers at City Hall.** The motion carried by unanimous vote. The meeting adjourned at 6:17 p.m.



**CERTIFICATION**

READ AND CERTIFIED ACCURATE BY

\_\_\_\_\_  
COUNCIL MEMBER DATE

\_\_\_\_\_  
COUNCIL MEMBER DATE

ATTEST:

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

DRAFT



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.B.  
For Meeting of: April 16, 2024

**ITEM TITLE:** 2024 1st Quarter Treasury Report  
**SUBMITTED BY:** Rosylen Oglesby, Director of Finance and Budget  
Kimberly Domine, Financial Services Manager

**SUMMARY EXPLANATION:**

The Treasury Report for the first quarter of 2024 is attached and consists of the following:

- 1st Quarter Treasurer's Report
- Cash and Investments
- Long Term Debt
- Interfund Borrowings

**ITEM BUDGETED:** NA  
**STRATEGIC PRIORITY:** Public Trust and Accountability

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Review only. Submitted for routine transparency and accountability purposes.

**ATTACHMENTS:**

Description	Upload Date	Type
 Treasury Report	4/2/2024	Backup Material

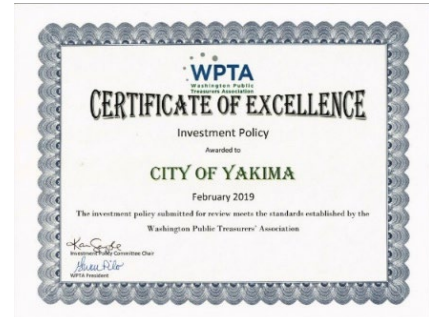


**Date:** April 2, 2024

**To:** Mayor and City Council  
Dave Zabell, Interim City Manager

**From:** Kimberly Dominé, Financial Services Manager

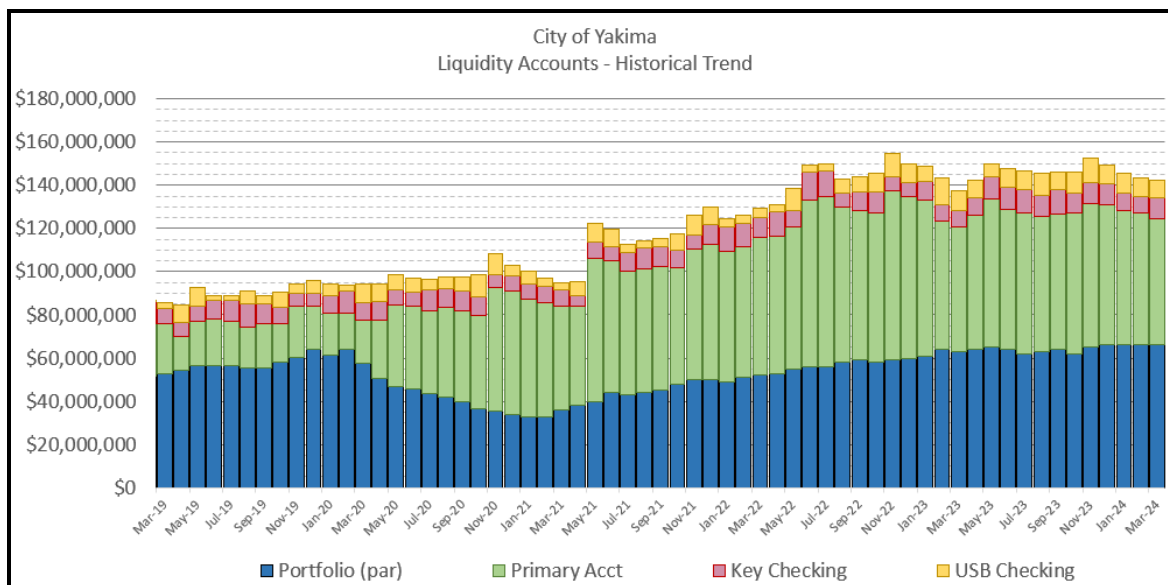
**Re:** 2024 – 1<sup>st</sup> Quarter Treasury Report



This report is to transparently report the City's cash position and investment activity for the quarter just ended. Each investment is in compliance with the City's Investment Policy, State Statutes and City Municipal Code. The City's investment policy was reviewed and approved by City Council on March 5, 2019 and adopted by ordinance on February 1, 2022; and the policy received a Certification of Excellence from the Washington Public Treasurer's Association in February 2019.

**Total Cash and Investments** at Quarter-end total \$145.2 million: \$20.6 million in depository banks, \$58.6 million in the State Pool, and \$66.0 million invested.

The following chart shows the 5-year trend of total cash and investments month by month (showing only permanent accounts comparable year over year).



### The City's Investment Portfolio

The City's investment activities are governed by State regulations and the City of Yakima's Investment Policy. All investments are in full compliance with the City's Investment Policy, State Statutes and City Municipal Code.

**Calls or Maturities.** During last quarter, the following matured or were called at full value:

- 1552 \$1,000,000 FAMCA matured 01/10/2024
- 1585 \$1,000,000 FHLB matured 01/30/2024
- 1540 \$1,000,000 FNMA matured 02/05/2024
- 1573 \$1,000,000 FNMA matured 02/5/2024
- 1559 \$2,000,000 US Treasury matured 03/31/2024

**Purchases:** During the last quarter, the following were purchased:

- 1596 \$2,000,000 FFCB to mature 01/19/2027
- 1597 \$2,000,000 FFCB to mature 02/12/2027
- 1598 \$2,000,000 FFCB to mature 03/15/2027

### **Portfolio and Benchmark Yield and Maturity:**

Avg. weighted yield of <b>City</b> investments, excluding LGIP:	3.70%
LGIP State Pool 30-day yield:	5.43%

Weighted average maturity of <b>City</b> investments, excluding LGIP:	299 days
Weighted average maturity of LGIP State Pool 30-day yield:	23 days

Execution of each investment transaction contemplated ongoing cash flows from city operations, debt obligations, liquid and maturing securities, and contingencies to meet the City's future cash flow requirements.

The City's Investment Portfolio consists of three general tiers which coincide with the primary considerations of prudent investing:

- 1) The **Safety** portion of the Portfolio consists of funds invested in the Local Government Investment Pool (LGIP, or State Pool) managed by the State Treasurer, available same-day. This allows for seasonal fluctuations, primarily the April/October inflows of Property Tax and the outflows of debt service and capital projects.
- 2) The **Liquidity** portion of the Portfolio consist of demand deposit (checking) accounts at banks which are qualified public depositories, protected above FDIC-insured balances through the actions of the Washington State Public Deposit Protection Commission (PDPC).
- 3) The **Yield** portion of the Portfolio consists of a diversified portfolio of Agencies, Treasuries and/or other authorized investments with staggered maturities of up to five years. Based on analysis of historical cash reserves and budgetary planning, this segment will not be subject to seasonal spending and continues to be safely invested long-term.

**Current Rates.** As of March 31, 2024, the fixed income market still shows an inverted market with the 1-year Treasury currently at 82 basis points higher than the 5-year Treasury, yielding 5.03% and 4.21% respectively. The 30-day yield of the State Pool moved ever so slightly lower from 5.44% to 5.43%, with a 23-day avg. maturity over last quarter.

**Economic Outlook.** Jerome H. Powell, the chair of the Federal Reserve, said on Friday, March 29<sup>th</sup>, that resilient economic growth is giving the central bank the flexibility to be patient before cutting interest rates. Fed officials raised interest rates sharply from early 2022 to mid-2023, and they have left them at about 5.3 percent since last July.

**Strategy Notes.** The City of Yakima's investments are not typically actively traded, meaning that no attempt to "buy low and sell high" or "time the market" is made. Investments purchased with the intent of providing investment income are intended to be held to maturity, relying on following a prudent course of action for income rather than predicting market direction.

		Actual %
LGIP	58,606,106	47%
Treasuries	36,000,000	29%
Agencies	30,000,000	24%
	124,606,106	100%

### **Debt Activity**

All debt payments were paid out as scheduled. A comprehensive city-wide debt report is attached with current balances.

### **Interfund Borrowings and Investments**

Borrowing between funds is temporary in nature, reviewed periodically by staff and Council, amended as circumstances change. Currently there are two Interfund Loans.

The first loan is to help cash flow the Mill Site Project that is waiting for the receipt of grant reimbursements. It was determined that the Mill Site needed more than the original amount loaned so an increase was given with the payment schedule extended out to three years and aligned with the LIFT revenues that are received annually.

The second loan is to help cash flow the Nelson Dam Project. This interfund loan is for three years with monthly payments that started January 2023 and is due to be paid in full September 2025.



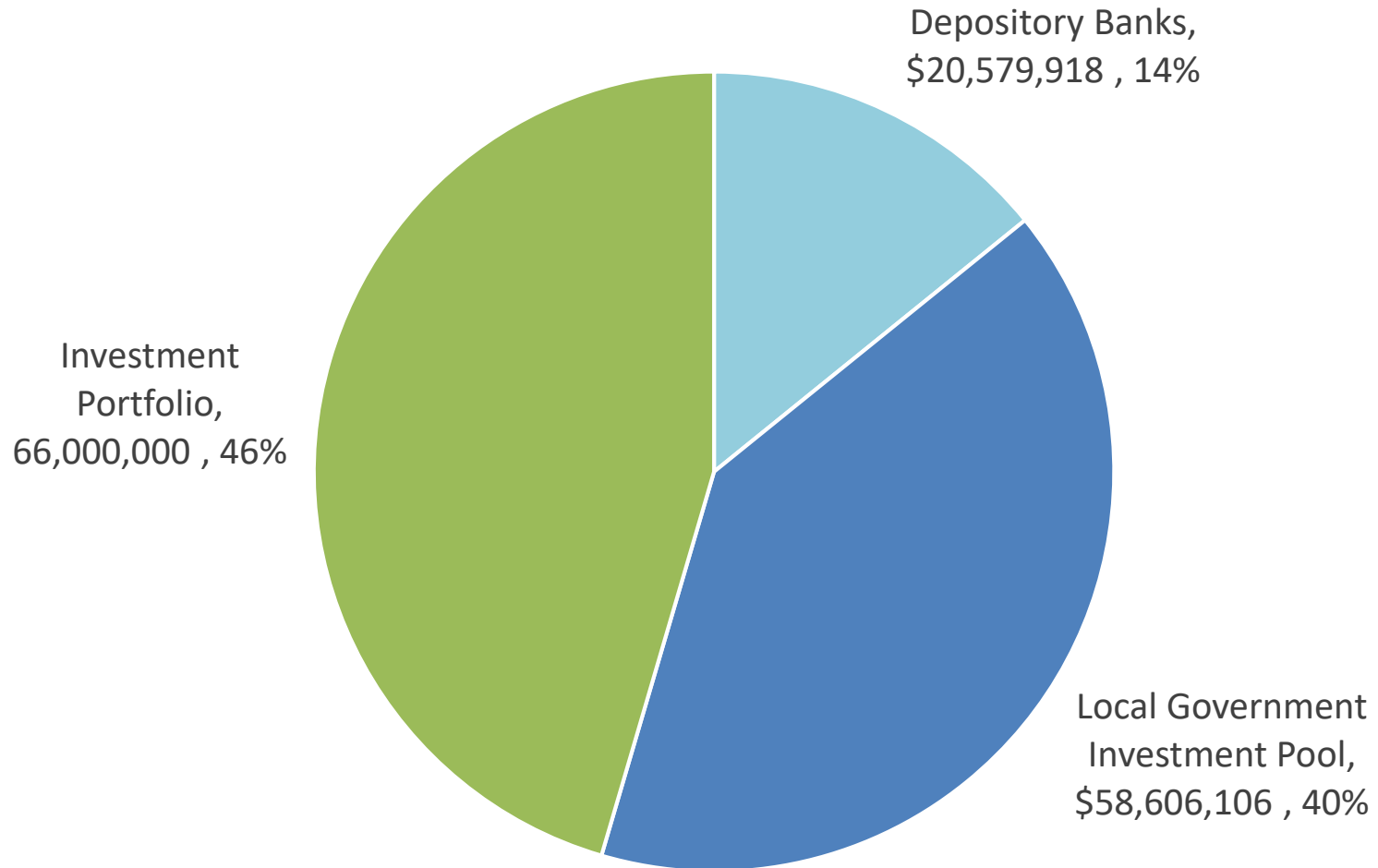
City of Yakima  
Cash and Investment Summary  
March 31, 2024

Description	Current 3/31/2024	Prior Quarter 12/31/2023	Prior Year 3/31/2023
Cash Balances on Hand in Banks	20,579,918.33	\$ 21,585,813	\$ 19,401,453
Local Government Investment Pool (LGIP)	58,606,106	64,779,877	57,714,422
Investment Portfolio	66,000,000	66,000,000	63,000,000
Total Investments	124,606,106	130,779,877	120,714,422
Total Cash and Investments	\$ 145,186,024	\$ 152,365,690	\$ 140,115,875

Summary of Investment Activity	Beg Balance 12/31/2023	Purchases & Deposits	Interest Reinvested	Maturities, Calls & Withdrawals	End Balance 3/31/2024
Local Government Investment Pool (LGIP)	\$ 64,779,877	\$ 2,000,000	\$ 826,228	\$ (9,000,000)	\$ 58,606,106
Investment Portfolio	66,000,000	6,000,000	-	(6,000,000)	66,000,000
Total Investments	\$ 130,779,877	\$ 8,000,000	\$ 826,228	\$ (15,000,000)	\$ 124,606,106

# City of Yakima

Distribution of Cash and Investments as of 03/31/2024

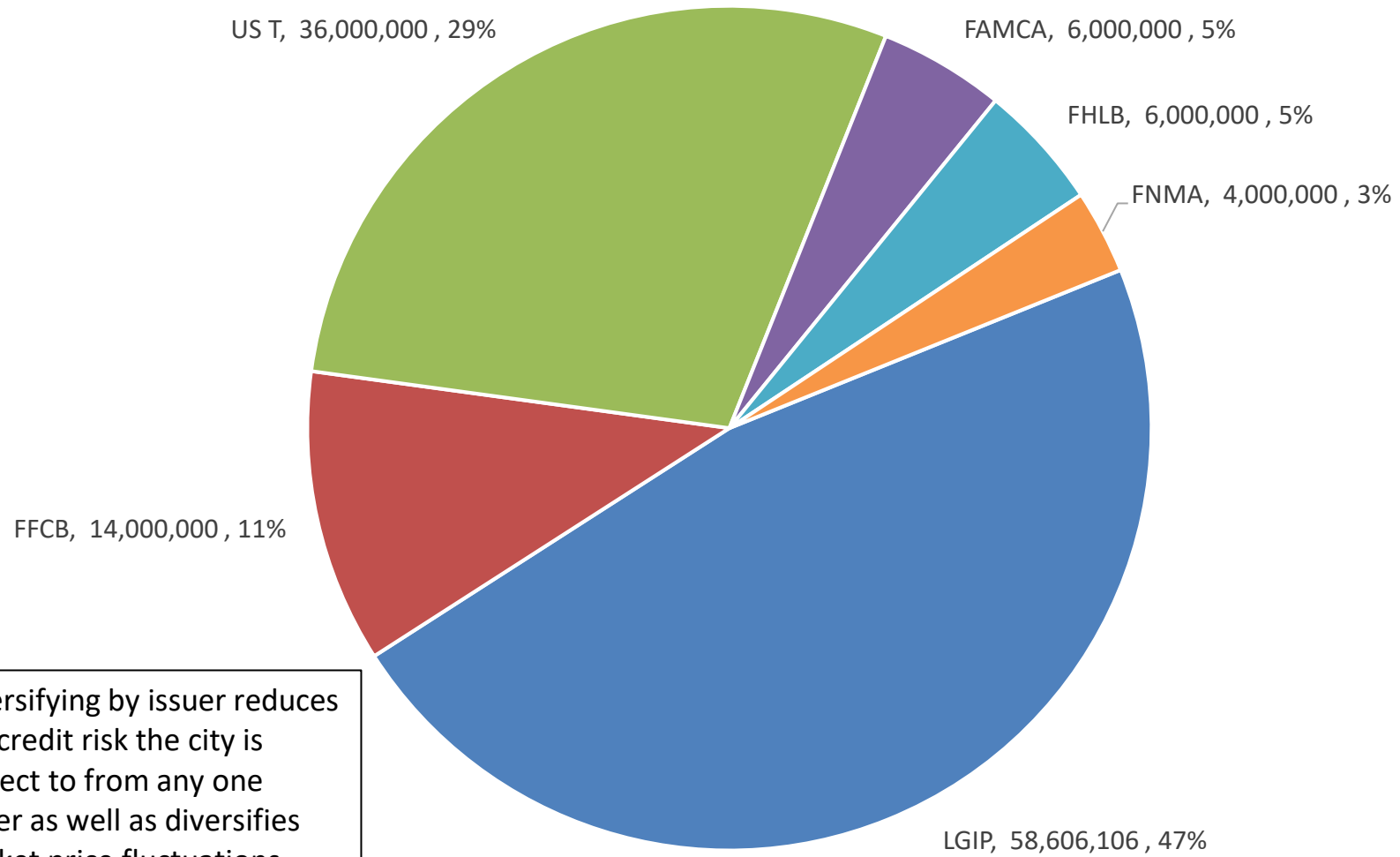


City of Yakima  
Investment Portfolio - Inventory by Agency  
March 31, 2024

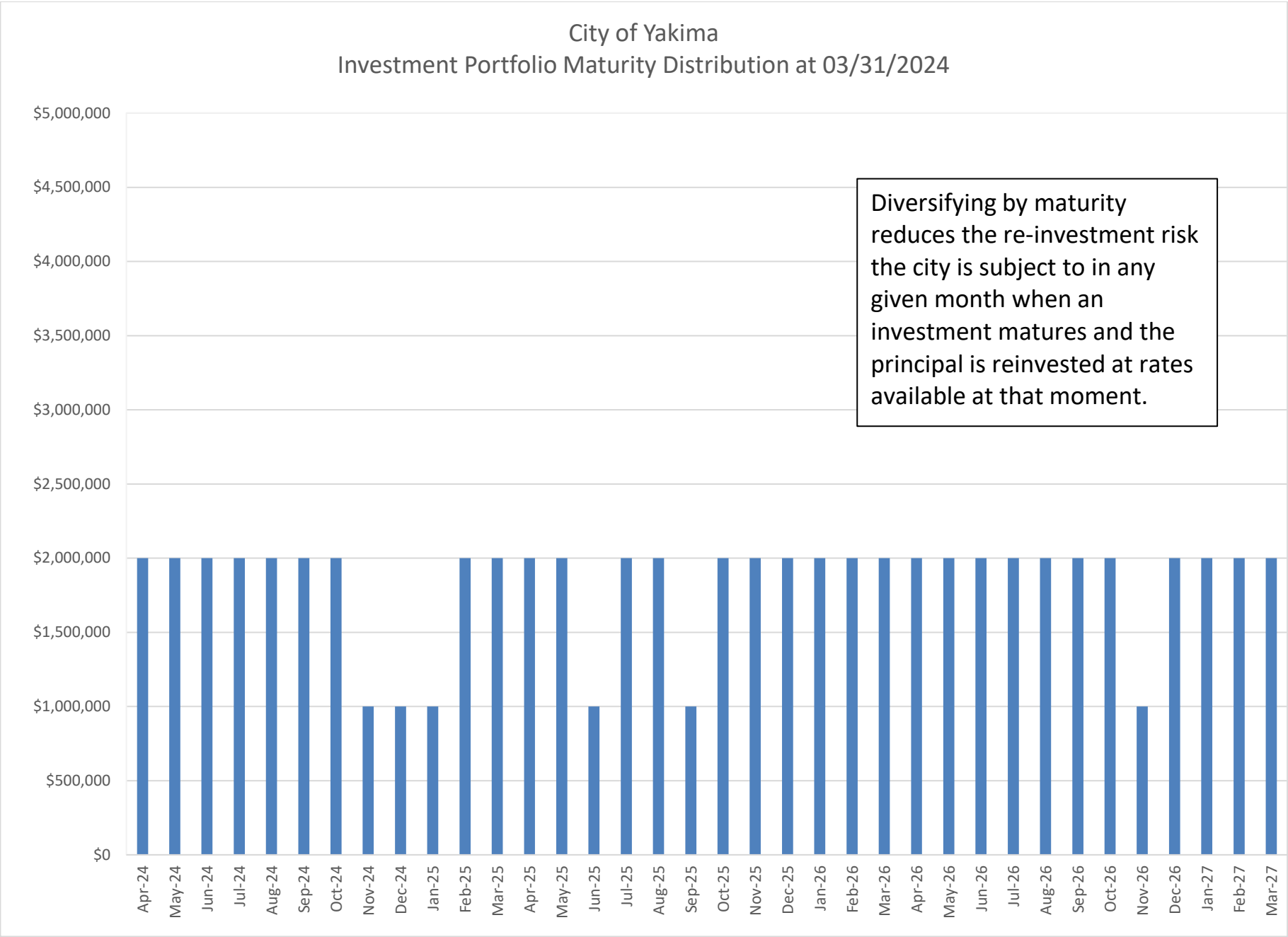
Agency	Inv#	CUSIP	Face Value	Price	Coupon	Expected Yield	Settle	Maturity	Days to Maturity	Market	Call Type	Moody's	S&P	Fitch	Next Call	Most Likely Call
US T	1565	91282CBV2	1,000,000	999,023	0.380	0.410	6/30/21	4/14/24	14	998,095	NC	Aaa	NA	AAAu	NC	4/14/24
US T	1553	9128286R6	1,000,000	1,034,063	2.250	1.413	2/14/20	4/30/24	30	997,495	NC	Aaa	NA	AAAu	NC	4/30/24
US T	1562	912828XT2	2,000,000	2,103,125	2.000	0.325	4/26/21	5/31/24	61	1,989,204	NC	Aaa	NA	AAAu	NC	5/31/24
FAMCA	1533	31422BGA2	1,000,000	1,022,900	2.150	1.634	10/18/19	6/5/24	66	994,054	NC	NA	NA	NA	NC	6/5/24
US T	1566	91282CCG4	1,000,000	994,102	0.250	0.451	6/30/21	6/15/24	76	989,512	NC	Aaa	NA	AAAu	NC	6/15/24
US T	1563	9128282N9	2,000,000	2,112,813	2.125	0.352	5/16/21	7/31/24	122	1,978,867	NC	Aaa	NA	AAAu	NC	7/31/24
FFCB	1585	3133ENG20	1,000,000	985,011	3.300	4.320	2/3/23	8/15/24	137	992,783	NC	Aaa	AA+	AA+	NC	8/15/24
US T	1546	9128282U3	1,000,000	1,008,789	1.875	1.660	12/11/19	8/31/24	153	985,840	NC	Aaa	NA	AAAu	NC	8/31/24
US T	1564	912828YH7	2,000,000	2,074,922	1.500	0.361	6/8/21	9/30/24	183	1,963,164	NC	Aaa	NA	AAAu	NC	9/30/24
US T	1567	912828YM6	2,000,000	2,074,531	1.500	0.343	8/3/21	10/31/24	214	1,957,188	NC	Aaa	NA	AAAu	NC	10/31/24
FFCB	1538	3133EK6J0	1,000,000	994,700	1.625	1.736	11/8/19	11/8/24	222	979,673	NC	Aaa	AA+	AA+	NC	11/8/24
FHLB	1554	3130A3GE8	1,000,000	1,058,979	2.750	1.480	2/14/20	12/13/24	257	983,228	NC	Aaa	AA+	NA	NC	12/13/24
FAMCA	1555	31422BRT9	1,000,000	1,011,943	1.750	1.495	2/14/20	1/3/25	278	975,053	NC	NA	NA	NA	NC	1/3/25
US T	1572	912828ZC7	2,000,000	2,015,156	1.125	0.890	11/16/21	2/28/25	334	1,929,863	NC	Aaa	NA	AAAu	NC	2/28/25
US T	1574	912828ZF0	2,000,000	1,946,797	0.500	1.365	2/3/22	3/31/25	365	1,912,871	NC	Aaa	NA	AAAu	NC	3/31/25
US T	1568	912828ZL7	1,000,000	995,467	0.375	0.500	9/1/21	4/30/25	395	951,914	NC	Aaa	NA	AAAu	NC	4/30/25
US T	1568	912828ZL7	1,000,000	995,467	0.375	0.500	9/1/21	4/30/25	395	951,914	NC	Aaa	NA	AAAu	NC	4/30/25
US T	1575	912828ZT0	2,000,000	1,925,992	0.250	1.420	3/2/22	5/31/25	426	1,894,375	NC	Aaa	NA	AAAu	NC	5/31/25
US T	1571	912828ZW3	1,000,000	979,531	0.250	0.813	10/18/21	6/30/25	456	944,180	NC	Aaa	NA	AAAu	NC	6/30/25
US T	1576	91282CAB7	2,000,000	1,843,472	0.250	2.780	4/29/22	7/31/25	487	1,881,641	NC	Aaa	NA	AAAu	NC	7/31/25
FNMA	1578	3135G05X7	2,000,000	1,844,334	0.375	2.870	5/12/22	8/25/25	512	1,879,822	NC	Aaa	AA+	AAA	NC	8/25/25
US T	1569	91282CAM3	1,000,000	980,735	0.250	0.740	10/1/21	9/30/25	548	934,648	NC	Aaa	NA	AAAu	NC	9/30/25
US T	1580	91282CAT8	2,000,000	1,818,516	0.250	3.273	8/24/22	10/31/25	579	1,863,359	NC	Aaa	NA	AAAu	NC	10/31/25
FFCB	1579	3133ENXQ8	2,000,000	1,992,128	2.800	2.920	6/7/2022	11/25/25	604	1,936,994	NC	Aaa	AA+	AA+	NC	11/25/25
US T	1581	91282CBC4	2,000,000	1,807,440	0.375	3.490	9/12/22	12/31/25	640	1,855,391	NC	Aaa	NA	AAAu	NC	12/31/25
US T	1582	9128286A3	2,000,000	1,891,374	2.625	4.450	11/9/22	1/31/26	671	1,928,281	NC	Aaa	NA	AAAu	NC	1/31/26
US T	1584	912828P46	2,000,000	1,877,584	1.625	3.750	1/18/23	2/15/26	686	1,891,563	NC	Aaa	NA	AAAu	NC	2/15/26
FHLB	1587	3130AUU36	2,000,000	1,984,286	4.125	4.400	2/22/2023	3/13/26	712	1,980,540	NC	Aaa	AA+	NA	NC	3/13/26
FNMA	1583	3135G0K36	2,000,000	1,880,612	2.125	4.040	12/13/22	4/24/26	754	1,901,488	NC	Aaa	AA+	AAA	NC	4/24/26
US T	1588	91282CCF6	2,000,000	1,822,350	0.750	3.800	4/19/23	5/31/26	791	1,843,047	NC	Aaa	NA	AAAu	NC	5/31/26
FHLB	1589	3130AVWS7	2,000,000	2,014,500	3.750	3.500	5/5/23	6/12/26	803	1,965,285	NC	Aaa	AA+	NA	NC	6/12/26
FFCB	1590	3133EPPE9	2,000,000	1,975,386	4.375	4.840	8/29/23	7/6/26	827	1,988,121	NC	Aaa	AA+	AA+	NC	7/6/26
US T	1592	91282CHU8	2,000,000	1,987,798	4.375	4.610	11/9/23	8/15/26	867	1,992,891	NC	Aaa	NA	AAAu	NC	8/15/26
FAMCA	1591	31422X6U1	2,000,000	1,987,142	4.625	4.860	9/22/23	9/8/26	891	2,001,452	NC	NA	NA	NA	NC	9/8/26
FFCB	1593	3133EJM97	2,000,000	1,917,609	3.350	4.860	11/14/23	10/30/26	943	1,944,923	NC	Aaa	AA+	AA+	NC	10/30/26
FHLB	1594	3130AXU63	1,000,000	1,008,210	4.625	4.322	12/14/23	11/17/26	961	1,002,877	NC	Aaa	AA+	NA	NC	11/17/26
FAMCA	1595	31424WCQ3	2,000,000	2,024,358	4.500	4.060	12/15/23	12/4/26	978	1,996,528	NC	NA	NA	NA	NC	12/4/26
FFCB	1596	3133EPW76	2,000,000	1,995,234	3.875	3.960	1/19/24	1/19/27	1,024	1,969,262	NC	Aaa	AA+	AA+	NC	1/19/27
FFCB	1597	3133EP2T1	2,000,000	2,000,000	4.125	4.125	2/12/24	2/12/27	1,048	1,981,973	NC	Aaa	AA+	AA+	NC	2/12/27
FFCB	1598	3133EJGF0	2,000,000	1,928,336	3.125	4.420	3/21/24	3/15/27	1,079	1,926,427	NC	Aaa	AA+	AA+	NC	3/15/27
Subtotal	40		66,000,000	64,914,714	Avg.					64,035,787						
LGIP	LGIP	NA	58,606,106	58,606,106	5.440	5.428	NA	NA	1	58,606,106	NC				NA	NA
<b>Grand Totals</b>			<b>\$ 124,606,106</b>	<b>\$ 123,520,820</b>		3.71%			<b>299</b>	<b>\$ 122,641,893</b>						

# City of Yakima

## Investment Portfolio by Issuer at 03/31/2024



Diversifying by issuer reduces the credit risk the city is subject to from any one issuer as well as diversifies market price fluctuations which can vary by issuer.



City of Yakima  
Investment Portfolio - Detail of Activity  
March 31, 2024

10

Agency	Inv#	Beginning Face Value	Additions and Purchases	Calls and Maturities	Ending Face Value
<b>Farmer Mac</b>					
FAMCA	1533	1,000,000			1,000,000
FAMCA	1552	1,000,000		(1,000,000)	-
FAMCA	1555	1,000,000			1,000,000
FAMCA	1591	2,000,000			2,000,000
FAMCA	1595	2,000,000			2,000,000
FAMCA Total		7,000,000	-	(1,000,000)	6,000,000
<b>Federal Farm Credit Bureau</b>					
FFCB	1538	1,000,000	-		1,000,000
FFCB	1579	2,000,000			2,000,000
FFCB	1586	1,000,000			1,000,000
FFCB	1590	2,000,000			2,000,000
FFCB	1593	2,000,000			2,000,000
FFCB	1596		2,000,000		2,000,000
FFCB	1597		2,000,000		2,000,000
FFCB	1598		2,000,000		2,000,000
FFCB Total		8,000,000	6,000,000	-	14,000,000
<b>Federal Home Loan Bank</b>					
FHLB	1554	1,000,000	-	-	1,000,000
FHLB	1585	1,000,000		(1,000,000)	-
FHLB	1587	2,000,000			2,000,000
FHLB	1594	1,000,000			1,000,000
FHLB	1589	2,000,000			2,000,000
FHLB Total		7,000,000	-	(1,000,000)	6,000,000
<b>Federal National Management Association</b>					
FNMA	1540	1,000,000	-	(1,000,000)	-
FNMA	1573	1,000,000		(1,000,000)	-
FNMA	1578	2,000,000			2,000,000
FNMA	1583	2,000,000			2,000,000
FNMA Total		6,000,000	-	(2,000,000)	4,000,000
US Treasury	1546	1,000,000	-	-	1,000,000
US Treasury	1553	1,000,000	-	-	1,000,000
US Treasury	1559	2,000,000		(2,000,000)	-
US Treasury	1562	2,000,000			2,000,000
US Treasury	1563	2,000,000			2,000,000
US Treasury	1564	2,000,000			2,000,000
US Treasury	1565	1,000,000			1,000,000
US Treasury	1566	1,000,000			1,000,000
US Treasury	1567	2,000,000			2,000,000
US Treasury	1568	2,000,000			2,000,000
US Treasury	1569	1,000,000			1,000,000
US Treasury	1571	1,000,000			1,000,000
US Treasury	1572	2,000,000			2,000,000
US Treasury	1574	2,000,000			2,000,000
US Treasury	1575	2,000,000			2,000,000
US Treasury	1576	2,000,000			2,000,000
US Treasury	1580	2,000,000			2,000,000
US Treasury	1581	2,000,000			2,000,000
US Treasury	1582	2,000,000			2,000,000
US Treasury	1584	2,000,000			2,000,000
US Treasury	1588	2,000,000			2,000,000
US Treasury	1592	2,000,000			2,000,000
US Treasury		38,000,000	-	(2,000,000)	36,000,000
Subtotal		66,000,000	6,000,000	(6,000,000)	66,000,000
Other Investments		-	-	-	-
LGIP (State Pool)	LGIP	64,779,877	2,826,228	(9,000,000)	58,606,106
Other Investment Totals		64,779,877	2,826,228	(9,000,000)	58,606,106
<b>Grand Totals</b>		<b>\$ 130,779,877</b>	<b>\$ 8,826,228</b>	<b>\$ (15,000,000)</b>	<b>\$ 124,606,106</b>



City of Yakima  
Long Term Debt Schedule - by Project Group  
March 31, 2024

Date Issued	Maturity	Description	Note	Amount of Issue	Current Balance
<b>General Obligation Bonds</b>					
6/20/2013	12/1/2028	Street Project Demonstration (Refunded)	Various City street improvements	3,500,000	1,804,726
6/9/2014	6/1/2024	Street Resurfacing Project	Streets improvements	13,140,000	1,610,000
9/24/2018	6/1/2035	Soccer Complex (Refunded)	City portion of SOZO Sports Complex	4,440,127	3,488,579
9/24/2018	12/1/1942	2018 Aquatic Center YMCA	City portion of Aquatic Center	8,009,873	7,801,261
4/21/2020	12/1/2032	2020B Capital Theatre 09 Refunded	2020B Capital Theatre 09 Refunded	4,910,000	3,555,000
4/21/2020	12/1/2044	2020B Convention Center Addition	2020B Convention Center Addition	12,620,000	11,310,000
4/21/2020	12/1/2044	2020B Convention Center Addition III Refu	2020B Convention Center Addition III Refunded	2,495,000	2,235,000
<b>Subtotal General Obligation Bonds</b>				<b>49,115,000</b>	<b>31,804,567</b>
<b>Certificate of Participation - State of Washington</b>					
9/28/2017	6/1/2027	Energy Project	2017 Energy Project (lighting)	921,683	427,183
7/21/2020	6/1/2035	Energy Project	2020 Energy Efficiency Project (lighting)	1,415,000	1,210,000
9/28/2017	6/1/2027	Fire Aerial & Pump App	Fire Aerial	1,268,053	587,719
<b>Subtotal Certificates of Participation</b>				<b>3,604,736</b>	<b>2,224,901</b>
<b>Revenue Bonds</b>					
4/21/2020	12/1/2034	2020 Ref 04 Irrigation	2020 Ref 04 Irrigation	3,260,000	2,525,000
4/21/2020	12/1/2027	2020 Ref 08 WS Rev	2020 Ref 08 WS Rev	2,590,000	1,430,000
<b>Subtotal Revenue Bonds</b>				<b>5,850,000</b>	<b>3,955,000</b>
<b>Intergovernmental Loans</b>					
8/14/2009	7/1/2028	PC-08-951-052	2009 Railroad Grade Separation	3,000,000	825,501
5/6/2010	6/1/2034	L1000030-0	2010 Railroad Grade Separation	1,229,295	759,032
6/17/2014	5/1/2034	Comm Center Move	City portion of County GO Bonds	1,716,500	1,090,000
6/1/2016	6/1/2027	'16 Yak Co SIED - SOZO	2016 Yakima Co SIED Loan - SOZO	900,000	398,310
11/21/2017	6/1/2024	'17 Yak Co SIED - YV Brewing Project	2017 Yakima Co SIED Loan - YV Brewing Project	61,580	13,720
7/17/2018	6/1/2029	'18 Yak Co SIED - River Rd.	2018 Yakima Co SIED - River Rd Improvements/Aquatics Center	500,000	331,903
3/2/2021	6/1/2032	21 Yak Co Seid - SOZO	2021 Yakima Co SEID Loan SOZO	1,000,000	937,544
3/14/2023	6/1/2035	22 Yak Co Seid - Russell Lane	2023 Yak Co Seid - Russell Lane	416,000	416,000
12/15/2023	6/1/2036	23 Yak Co Seid - Chief Hops	2023 Yak Co Seid - Chief Hops	312,500	312,500
6/27/2005	10/1/2025	SRF-04-65104-037	2005 Naches River WTP Filter Rehab	894,380	94,145
12/30/2005	6/1/2025	PW-05-691-064	2005 River Road Sewer	2,307,000	248,492
4/30/2007	6/1/2027	PW-07-962-019	2007 Ultra Violet Disinfection	2,300,000	485,556
4/15/2009	6/1/2028	PC-08-951-051	2009 New Water Well	2,257,200	605,744
10/10/2011	3/31/2033	L1100008	2011 Energy Efficiency	516,192	275,164
8/1/2011	7/1/2034	L1200019	2012 Industrial Waste Anaerobic	587,173	359,821
6/1/2012	6/1/2031	PC-12-951-065	2012 Wastewater Treatment Plan	5,000,000	2,152,633
10/11/2012	6/1/2037	PC-13-961-059	2012 Industrial Sewer Extensions	2,000,000	1,138,756
8/5/2013	6/1/2032	PC-13-961-074	2013 Automated Reading System	5,000,000	2,368,421
12/31/2021	6/1/2039	PC20-96103-044	2020 Waterline Improvements	1,737,906	1,544,806
12/12/2013	10/1/2034	DM-11-952-038	2013 Design WTP Lagoons	3,514,800	1,933,140
<b>Subtotal Intergovernmental Loans</b>				<b>35,250,527</b>	<b>16,291,188</b>

City of Yakima  
**Interfund Borrowing**  
March 31, 2024

Description	Original Balance	Beginning Balance	Issued	Retired	Ending Balance
Millsite	1,800,000.00	752,015.53			752,015.53
Nelson Dam	3,299,691.00	2,099,803.32		299,971.92	1,799,831.40
Total across all funds	5,099,691.00	2,851,818.85	-	299,971.92	2,551,846.93

Per Ordinance #2013-011 Temporary Interfund Loans to help with cash flow.



## Committee Review of Investment Rationale

Date: January 16, 2024

**Investment # 2024-1596 is a 3-year Federal Farm Credit Bank, face value \$2,000,000, maturing January 19 2027, 3.87% coupon purchased at 99.7617 to yield 3.96%. This trade settles January 19, 2024 with Time Value Investments, Inc., US Bank Safekeeping, reducing our elevated LGIP position caused by maturities called during 2024.**

**Liquidity:** At December 31<sup>st</sup>, month-end, Key Bank checking account balance was \$9.9 million (target minimum is \$3 Million), US Bank checking balance was \$8.7 million and an investment portfolio was \$66.0 million (target is \$72 million for Treasuries, Corporates and Agencies). Current LGIP balance was \$66.4 million (target minimum is \$5 million).

**Safety:** This purchase is a debt issue of a government-sponsored enterprise (GSE), that carries an explicit Federal guarantee, equivalent to Aaa/AA+ rating by Moody's and S&P.

**Yield.** Yield is 3.96%. This investment is 147 basis points under LGIP and 4 basis points over a 3-year treasury, seeking to protect yield in an uncertain environment. Comparable yields are:

LGIP current 30-day yield	5.4315%	<a href="http://www.secureaccess.wa.gov">www.secureaccess.wa.gov</a>
5year Treasury	3.8400%	<a href="http://Treasury.gov">Treasury.gov</a>
3-year Treasury	3.9200%	<a href="http://Treasury.gov">Treasury.gov</a>

**Callability.** This investment is not callable (a bullet).

**Diversification.** This purchase brings this issuer to 7.6% of total portfolio.

This investment adds a maturity date not previously covered in the City's laddered portfolio.

**Outlook.** The yield curve is starting to move in a downward trend; the 1-year Treasury at 4.65%, the 2-year at 4.14%, the 3-year at 3.92%, and the 5-year at 3.84%. We are also still seeing an inverted yield curve, meaning that the rate goes lower the longer the term.

### Investment Committee review:

Finance Director:

*Mark Rakut*

Date

*1.16.24*

Acting City Manager:

*Regan Gray*

Date

*1/16/2024*



## Committee Review of Investment Rationale

Date: February 7, 2024

**Investment # 2024-1597 is a 3-year Federal Farm Credit Bank, face value \$2,000,000, maturing February 12, 2027, 4.125% coupon purchased at 100.00 to yield 4.125%.** This trade settles February 12, 2024 with Hilltop Securities Inc., US Bank Safekeeping, reducing our elevated LGIP position caused by maturities called during 2024.

**Liquidity:** At January 31<sup>st</sup>, month-end, Key Bank checking account balance was \$8.1 million (target minimum is \$3 Million), US Bank checking balance was \$9.1 million and an investment portfolio was \$66.0 million (target is \$72 million for Treasuries, Corporates and Agencies). Current LGIP balance was \$62.1 million (target minimum is \$5 million).

**Safety:** This purchase is a debt issue of a government-sponsored enterprise (GSE), that carries an explicit Federal guarantee, equivalent to Aaa/AA+ rating by Moody's and S&P.

**Yield.** Yield is 4.16%. This investment is 127 basis points under LGIP and equal to the 3-year treasury, seeking to protect yield in an uncertain environment. Comparable yields are:

LGIP current 30-day yield	5.4340%	www.secureaccess.wa.gov
5year Treasury	4.0600%	Treasury.gov
3-year Treasury	4.1600%	Treasury.gov

**Callability.** This investment is not callable (a bullet).

**Diversification.** This purchase brings this issuer to 9.4% of total portfolio.

This investment adds a maturity date not previously covered in the City's ladder portfolio.

**Outlook.** Since peaking in mid-October, interest rates are down very sharply on increased expectations that the Federal Reserve will begin lowering short-term interest rates in the near-term. We are also still seeing an inverted yield curve, meaning that the rate goes lower the longer the term, currently the 1-year Treasury is at 4.83%, the 2-year at 4.41%, the 3-year at 4.16%, and the 5-year at 4.06%.

### Investment Committee review:

Finance Director:

Date

2/7/2024

Interim City Manager:

Date

2/8/2024



## Committee Review of Investment Rationale

Date: March 20, 2024

**Investment # 2024-1598 is a 3-year Federal Farm Credit Bank, face value \$2,000,000, maturing March 15, 2027, 3.125% coupon purchased at 96.4168 to yield 4.42%. This trade settles March 21, 2024 with Time Value Investments, Inc., US Bank Safekeeping, reducing our elevated LGIP position caused by maturities called during 2024.**

**Liquidity:** At February 29th, month-end, Key Bank checking account balance was \$7.4 million (target minimum is \$3 Million), US Bank checking balance was \$8.4 million and an investment portfolio was \$66.0 million (target is \$72 million for Treasuries, Corporates and Agencies). Current LGIP balance was \$61.3 million (target minimum is \$5 million).

**Safety:** This purchase is a debt issue of a government-sponsored enterprise (GSE), that carries an explicit Federal guarantee, equivalent to Aaa/AA+ rating by Moody's and S&P.

**Yield.** Yield is 4.42. This investment is 101 basis points under LGIP and 1 bases point over the 3-year treasury, seeking to protect yield in an uncertain environment. Comparable yields are:

LGIP current 30-day yield	5.4261%	<a href="http://www.secureaccess.wa.gov">www.secureaccess.wa.gov</a>
5year Treasury	4.2500 %	<a href="http://Treasury.gov">Treasury.gov</a>
3-year Treasury	4.4100%	<a href="http://Treasury.gov">Treasury.gov</a>

**Callability.** This investment is not callable (a bullet).

**Diversification.** This purchase brings this issuer to 10.8% of total portfolio.

This investment adds a maturity date not previously covered in the City's ladder portfolio.

**Outlook.** Since peaking in mid-October, interest rates are down very sharply on increased expectations that the Federal Reserve will begin lowering short-term interest rates in the near-term. We are also still seeing an inverted yield curve, meaning that the rate goes lower the longer the term, currently the 1-year Treasury is at 5.01%, the 2-year at 4.59%, the 3-year at 4.41%, and the 5-year at 4.25%.

### Investment Committee review:

Finance Director:

Date

3/21/2024

City Manager:

Date

3/21/2024



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.C.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Approve payment of disbursements for the period March 1-31, 2024

**SUBMITTED BY:** Rosylen Oglesby, Interim Director of Finance and Budget

**SUMMARY EXPLANATION:**

RCW 42.24 specifies the process for audit and review of payroll and claims payments for the City. RCW 42.24.180 requires the review and approval of all payments at a regularly scheduled public meeting on a monthly basis. The State Budgeting, Accounting and Reporting Systems (BARS) Manual outlines the following format for approval by the City Council.

**REPORT OF DISBURSEMENTS:**

The following amounts were budgeted, and sufficient funds were available to cover these payments:

Electronic Payments - Key Bank	#810 - 819	\$ 1,323,551.81
Electronic Payments - US Bank	#13182 - 13222	\$ 7,898,624.38
Electronic Purchasing Card	March 2024	\$ 213,635.96
Accounts Payable Checks	#197847 - 198409	\$ 6,173,146.06
Payroll Account Checks	#426854 - 427591	\$ 194,378.71
Payroll Account Checks - Cayenta	#5866 - 5882	\$ 101,390.14

Background and description of this process is attached.

**ITEM BUDGETED:** Yes

**STRATEGIC PRIORITY:** Public Trust and Accountability


**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Approve disbursements.



**ATTACHMENTS:**

Description	Upload Date	Type
 Disbursement Approval Process	2/27/2024	Backup Material



## Disbursement Approval Process

Payment of claims and payroll are submitted monthly for review and approval by City Council. The payments listed in the schedule cover all claims and payroll payments during the month prior to the date of the Council meeting. Support documentation and further details are available from the Finance Division.

**Internal Controls.** The City's internal controls include certification of the validity of all payments by the appropriate department prior to submission for payment. The Finance Department has processes and controls in place to ensure review and validation of vouchers and authorization of payments by Finance, Accounts Payable, and Payroll staff. Processes are in place to empower Department Directors and the City Manager to have budgetary control over their responsible areas. The Director of Finance and Budget regularly reviews processes to ensure appropriate internal controls are in place and submits annually to an independent audit.

**Governing Statutes.** RCW 42.24 governs the process for audit and review of payroll and claims payments for the City. RCW 42.24.180 requires the review and approval of all payments at a regularly scheduled public meeting on a monthly basis.

RCW 42.24.080 requires that all claims presented against the City by persons furnishing materials, rendering services, or performing labor must be certified by the appropriate official to ensure that the materials have been furnished, the services rendered, or the labor performed as described, and that the claims are just, due, and unpaid obligations against the City.

RCW 42.24.180 allows expedited processing of the payment of claims when certain conditions have been met. The statute allows the issuance of warrants or checks in payment of claims before the legislative body has acted to approve the claims when:

- (1) the appropriate officers have furnished official bonds;
- (2) the legislative body has adopted policies that implement effective internal control;
- (3) the legislative body has provided for review of the documentation supporting the claims within a month of issuance; and
- (4) that if claims are disapproved, they shall be recognized as receivables and diligently pursued.

The City meets all these conditions.



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.D.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Project Completion and Contract Acceptance for the Flip Flow Terminal Security Exit Lane Project

**SUBMITTED BY:** Jaime Vera, Airport Operations and Maintenance Manager

**SUMMARY EXPLANATION:**

Record FlipFlow Exit Lane Breach Control System was installed in the airport's terminal facility to improve pedestrian security, handle peak pedestrian flow, and comply with new Transportation Security Administration requirements. The project was completed in March 2022. The Department of Labor and Industries has been working with Record, USA to complete the required paperwork.

Contractor: Record, USA  
Contract Awarded: 9/22/2021  
Total Contract Cost: \$92,000.00  
Retainage Due: \$0.00

The total contract cost is for construction and installation of the unit and does not include design and other related costs.

**ITEM BUDGETED:** Yes

**STRATEGIC PRIORITY:** Public Safety

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Accept Project.

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Closeout Letter	4/9/2024	Backup Material



Yakima Air Terminal - McAllister Field  
2406 W. Washington Ave, Suite B. Yakima, WA 98903  
www.flyYKM.com

4/9/2024

Record USA  
P.O Box 772542  
Chicago, IL 60677

Re: Yakima Air Terminal-McAllister Field Security Exit Gate  
City of Yakima Project No. A02616

Dear Mr. David Pickers,

Be advised that work on the above referenced project was considered physically complete on March 25<sup>th</sup>, 2022.

Labor and & Industries has given the approval to close the project out as of April 3<sup>rd</sup>, 2024. All Prevailing Wages documentations has been provided to Labor and Industries.

Thank you for your service your company provided for the City of Yakima.

Should you have any questions, please contact me at 509.575.6010

Sincerely,

Jaime Vera  
Airport Operations and Maintenance Manger  
(509) 575-6010



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.E.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Project Completion and Contract Acceptance with Ascent Foundations and More LLC for DID #24 Stormwater Improvements Project 2646

**SUBMITTED BY:** Scott Schafer, Director of Public Works  
\* Mike Price, Wastewater/Stormwater Division Manager

**SUMMARY EXPLANATION:**

City of Yakima (City) Project 2646 provided for the replacement of drainage improvement district (DID) # 24, including installation of storm drainage piping, catch basin, infiltration trench, and curb and gutter. Final inspection for this project has been completed and project acceptance is recommended.

Project completion is subject to issuance of Certificate of Payment by the Department of Revenue. A final retainage payment of \$18,572.01 is due from the City to Ascent Foundations and More LLC for the completion of the work.

Project Manager: Marc Cawley  
Contractor: Ascent Foundations and More LLC  
Contract Award: \$ 348,312.71  
Final Contract Cost: \$ 371,440.24  
Retainage Due: \$ 18,572.01

City Council action is required to accept the project and approve the final construction costs.

**ITEM BUDGETED:** Yes

**STRATEGIC PRIORITY:** Public Safety

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Accept project.

**ATTACHMENTS:**

Description	Upload Date	Type
 Completion Letter	3/25/2024	Backup Material



March 21, 2024

Ascent Foundation and More, LLC  
106 N. Peoh Avenue, Ste. C  
Cle Elum, WA 98922

Attn: Vince Glondo

Re: City of Yakima  
DID # 24 Stormwater Improvements  
City of Yakima Project No.: SW2646  
HLA Project No.: 22111C  
Physical Completion

Dear Vince:

Effective March 1, 2024, Physical Completion has been established for the above referenced project. Please note that physical completion does not constitute project acceptance.

Please call me at (509) 966-7000, should you have any questions.

Very truly yours,

Stephen S. Hazzard, PE

SSH/jld

Copy: Marc Cawley - City of Yakima  
Angie Ringer, Taylor Denny - HLA



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.F.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Resolution authorizing an agreement with Boss Construction, Inc. for Wastewater Treatment Facility Primary Digester Cleaning and Improvements Project WF2715

**SUBMITTED BY:** Scott Schafer, Director of Public Works  
\* Mike Price, Wastewater/Stormwater Manager

**SUMMARY EXPLANATION:**

City of Yakima (City) Project WF2715 removes inert materials from the interior of two of the Wastewater Treatment Facility's three primary digesters to restore original biosolids digestion capacity. The project also includes plumbing modifications and the addition of an access door to each digester to improve performance and maintainability.

The City previously entered into an agreement with Gray & Osborne, Inc. under City Contract No. 2023-150 to provide design, bidding, and construction services for the digester cleaning and improvements. The City utilized the procedure established by the State of Washington for competitively bidding projects. Two contractors submitted bids, with Boss Construction, Inc. submitting the lowest bid. The contract is for an amount not to exceed \$577,732.85 and is attached for City Council review. The project is funded by Wastewater Capital Fund 478.

**ITEM BUDGETED:** Yes

**STRATEGIC PRIORITY:** Public Safety

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Adopt Resolution.

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution Boss Construction	3/29/2024	Resolution
<input type="checkbox"/> Contract	3/28/2024	Contract

**RESOLUTION NO. R-2024-\_\_\_\_\_**

**A RESOLUTION** authorizing an Agreement with Boss Construction, Inc. for Project WF2715 Wastewater Treatment Facility Primary Digester Cleaning and Improvements

**WHEREAS**, the City of Yakima (City) owns, operates, and maintains the Yakima Regional Wastewater Treatment Facility in accordance with applicable Federal, State and Local regulations; and

**WHEREAS**, the interior of two of the Wastewater Treatment Facility's primary digesters require removal of inert materials to restore digestion capacity and improvements to plumbing and access for improved digester performance; and

**WHEREAS**, under City Contract No. 2023-150, the City entered into an agreement with Gray & Osborne, Inc. to prepare the plans and contract documents for primary digester cleaning and improvements; and

**WHEREAS**, the City's Wastewater Division requires construction services for the primary digester cleaning and improvements; and

**WHEREAS**, the City used the procedure established by the State of Washington for competitively bidding projects; and

**WHEREAS**, Boss Construction, Inc. submitted the low bid and has the ability to perform the contract specified work; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Yakima and its residents to enter into a contract with Boss Construction, Inc. to provide construction services outlined in the contract.; now, therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:**

The City Manager is hereby authorized to execute the attached contract with Boss Construction, Inc., in the amount of Five Hundred Seventy-Seven Thousand Seven Hundred Thirty-Two Dollars and Eighty-Five Cents (\$577,732.85) to provide the construction services outlined in the contract.

ADOPTED BY THE CITY COUNCIL this 16th day of April, 2024.

\_\_\_\_\_  
Patricia Byers, Mayor

ATTEST:

\_\_\_\_\_  
Rosalinda Ibarra, City Clerk

## CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Yakima, hereinafter called the Owner, and **Boss Construction, INC**, a Washington Corporation, hereinafter called the Contractor.

### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment for THE BID AMOUNT OF: **\$577,732.85**, for **WWTF Primary Digester 2 and 3 Cleaning, Project No WF2715**, all in accordance with, and as described in the attached specifications and the 2024 Standard Specifications for Road, Bridge, and Municipal Construction which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Work shall start within ten (10) days after the Notice to Proceed and shall be *substantially* completed in one hundred (100) working days and *physically* completed in one hundred ten (110) working days. The first chargeable working day shall be the 11th working day after the date on which the City issues the Notice to Proceed.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum specified in the Standard Specifications for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages.

The Contractors shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

II. The City of Yakima hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. INDEMNIFICATION. The Contractor shall release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, except for claims caused by the City's sole negligence.

a. Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.

c. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

d. The terms of this Section shall survive any expiration or termination of this Contract.

IV. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

V. It is further provided that no liability shall attach to the City of Yakima by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

Countersigned: **CITY OF YAKIMA**

**CONTRACTOR**

this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_, a \_\_\_\_\_ Corporation  
Construction Company

\_\_\_\_\_  
City Manager Signature

By: \_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Attest:

\_\_\_\_\_  
City Clerk

Its: \_\_\_\_\_  
(President, Owner, etc.)

Address: \_\_\_\_\_

\_\_\_\_\_



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.G.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Resolution authorizing an agreement with TTC Construction, Inc. for Primary Digester No. 1 Supernatant Pipe Replacement Project WF2805

**SUBMITTED BY:** Scott Schafer, Director of Public Works  
\* Mike Price, Wastewater/Stormwater Manager

**SUMMARY EXPLANATION:**

City of Yakima (City) Project WF2805 replaces a ductile iron pipe in the biosolids handling system originally installed in 1990. An emergency repair of a leaking joint in the pipe was required in February 2024. An inspection during the emergency repair revealed severe corrosion and pitting of all observable pipe surfaces. Also, the existing iron pipe has been prone to plugging during its service life. The replacement will be a corrosion-resistant plastic pipe equipped with clean-out access for improved maintainability. The City previously entered into an agreement with Gray & Osborne, Inc. under City Contract No. 2023-150 to provide design, bidding, and construction services for digester piping improvements. The City utilized the procedure established by the State of Washington for competitively bidding projects. TTC Construction, Inc. submitted the lowest responsive bid. The contract is for an amount not to exceed \$174,317.34 and is attached for City Council review. The project is funded by Wastewater Capital Fund 478.

**ITEM BUDGETED:** Yes

**STRATEGIC PRIORITY:** Public Safety

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Adopt Resolution.

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution TTC No.1 Supernatant Pipe	3/28/2024	Resolution
<input type="checkbox"/> Contract	3/27/2024	Contract



**RESOLUTION NO. R-2024-\_\_\_\_**

**A RESOLUTION** authorizing an Agreement with TTC Construction, Inc. for Project WF2805 Primary Digester No. 1 Supernatant Pipe Replacement

**WHEREAS**, the City of Yakima (City) owns, operates, and maintains the Yakima Regional Wastewater Treatment Facility in accordance with applicable Federal, State and Local regulations; and

**WHEREAS**, the Primary Digester No. 1 supernatant pipe requires replacement to maintain required biosolids treatment capacity at the Wastewater Treatment Plant; and

**WHEREAS**, under City Contract No. 2023-150, the City entered into an agreement with Gray & Osborne, Inc. to prepare the plans and contract documents for primary digester piping replacements and improvements; and

**WHEREAS**, the City's Wastewater Division requires construction services for the supernatant pipe replacement; and

**WHEREAS**, the City used the procedure established by the State of Washington for competitively bidding projects; and

**WHEREAS**, TTC Construction, Inc. submitted the low bid and has the ability to perform the contract specified work; and

**WHEREAS**, the City Council finds that it is in the best interest of the City of Yakima and its residents to enter into a contract with TTC Construction, Inc. to provide construction services outlined in the contract.; now, therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:**

The City Manager is hereby authorized to execute the attached contract with TTC Construction, Inc., in the amount of One Hundred Seventy-Four Thousand Three Hundred and Seventeen Dollars and Thirty-Four Cents (\$174,317.34) to provide the construction services outlined in the contract.

ADOPTED BY THE CITY COUNCIL this 16th day of April, 2024.

---

Patricia Byers, Mayor

ATTEST:

---

Rosalinda Ibarra, City Clerk

## CONTRACT

THIS AGREEMENT, made and entered into in triplicate, this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Yakima, hereinafter called the Owner, and **TTC Construction, INC.**, a Washington Corporation, hereinafter called the Contractor.

**WITNESSETH:**

That in consideration of the terms and conditions contained herein and attached and made a part of this agreement, the parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, labor and equipment for THE BID AMOUNT OF: **\$174,317.34**, for **PRIMARY DIGESTER PIPE REPLACEMENT PROJECT No. WF2805**, all in accordance with, and as described in the attached specifications and the 2024 Standard Specifications for Road, Bridge, and Municipal Construction which are by this reference incorporated herein and made a part hereof, and shall perform any alterations in or additions to the work provided under this contract and every part thereof.

Work shall start within ten (10) days after the Notice to Proceed and shall be *substantially* completed in eight (8) working days and *physically* completed in fifteen (15) working days. The first chargeable working day shall be the 11th working day after the date on which the City issues the Notice to Proceed.

If said work is not completed within the time specified, the Contractor agrees to pay to the Owner the sum specified in the Standard Specifications for each and every day said work remains uncompleted after expiration of the specified time, as liquidated damages.

The Contractors shall provide and bear the expense of all equipment; work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof, except such as are mentioned in the specifications to be furnished by the City of Yakima.

II. The City of Yakima hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

III. INDEMNIFICATION. The Contractor shall release, indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, except for claims caused by the City's sole negligence.

a. Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.

b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.

c. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

d. The terms of this Section shall survive any expiration or termination of this Contract.

IV. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

V. It is further provided that no liability shall attach to the City of Yakima by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed the day and year first herein above written.

Countersigned: **CITY OF YAKIMA**

**CONTRACTOR**

this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

\_\_\_\_\_, a \_\_\_\_\_ Corporation  
Construction Company

\_\_\_\_\_  
City Manager Signature

By: \_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Attest:

\_\_\_\_\_  
City Clerk

Its: \_\_\_\_\_  
(President, Owner, etc.)

Address: \_\_\_\_\_

\_\_\_\_\_



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.H.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Resolution authorizing the City to accept a Water Quality Combined Financial Assistance Agreement from the Department of Ecology

**SUBMITTED BY:** Scott Schafer, Director of Public Works  
\* Mike Price, Wastewater/Stormwater Manager

**SUMMARY EXPLANATION:**

The City of Yakima (City) was awarded Water Quality Combined Financial Assistance Agreement No. WQC-2024-YakiWa-00028 from the Department of Ecology in the amount of \$499,820. The funds are provided to assist the City Stormwater Division in improving the quality of water entering Wide Hollow Creek from the Randall Park Pond (Pond).

Water from the Pond enters Wide Hollow Creek through a ditch at the southern end of the Pond. The City will use the funds to perform an alternatives analysis and design of best management practices in the ditch and/or the surrounding area to reduce the loading from the Pond on Wide Hollow Creek of pollutants like suspended solids, dissolved metals, and bacteria.

Total Award: \$499,820  
Ecology Share: \$424,847  
City Share: \$74,973.

The effective date of this Agreement is 7/01/2023 and the expiration date is no later than 06/30/2026. The Water Quality Financial Assistance Agreement is attached for City Council review. Funds for the City Share are provided by Stormwater Capital Fund 442.

**ITEM BUDGETED:** NA



**STRATEGIC PRIORITY:** Public Safety

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Adopt Resolution.

**ATTACHMENTS:**

<b>Description</b>		<b>Upload Date</b>	<b>Type</b>
	Resolution	3/25/2024	Resolution
	Agreement	3/26/2024	Contract

**RESOLUTION NO. R-2024-\_\_\_\_\_**

**A RESOLUTION** authorizing the City Stormwater Division to accept a Water Quality Combined Financial Assistance Agreement from the Department of Ecology

**WHEREAS**, the City has extensive stormwater infrastructure to maintain and improve for the collection, transportation and treatment of surface water runoff from rain and snowmelt to receiving creeks, rivers, and lakes; and

**WHEREAS**, the City's regulatory obligation with the Department of Ecology is in accordance with the Eastern Washington Phase II Municipal Stormwater Permit and the Underground Injection Control Program; and

**WHEREAS**, the Randall Park Pond is identified as a stormwater impoundment with an outfall near the southern end of the pond to Wide Hollow Creek and the City Stormwater Division applied for financial assistance from Ecology to improve the water quality from the pond outfall; and

**WHEREAS**, Ecology has awarded the City a financial assistance agreement for a total of \$499,820 comprising a \$424,847 contribution from Ecology and a \$74,973 contribution from the City to improve the quality of water entering Wide Hollow Creek from the Randall Park Pond; and

**WHEREAS**, the City will utilize the funds to perform an alternatives analysis and design of best management practices at the outfall and/or the surrounding area to reduce the loading from the Randall Park Pond on Wide Hollow Creek of pollutants like suspended solids, dissolved metals, and bacteria; and

**WHEREAS**, the City Council deems it to be in the best interest of the City of Yakima and its residents to accept the Water Quality Combined Financial Assistance Agreement from Ecology, now, therefore,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:**

The Interim City Manager is hereby authorized and directed to execute the Water Quality Combined Financial Assistance Agreement with the Department of Ecology in the amount of Four Hundred Ninety-Nine Thousand Eight Hundred and Twenty Dollars (\$499,820).

**ADOPTED BY THE CITY COUNCIL** this 16<sup>th</sup> day of April, 2024.

ATTEST:

\_\_\_\_\_  
Patricia Byers, Mayor

\_\_\_\_\_  
Rosalinda Ibarra, City Clerk

**Agreement No. WQC-2024-YakiWa-00028****WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT****BETWEEN****THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY****AND****CITY OF YAKIMA - WASTEWATER DIVISION**

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and City of Yakima - Wastewater Division, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

---

**GENERAL INFORMATION**

Project Title:	Randall Park Pond Outlet Water Quality Treatment - Design
Total Cost:	\$524,820.00
Total Eligible Cost:	\$499,820.00
Ecology Share:	\$424,847.00
Recipient Share:	\$74,973.00
The Effective Date of this Agreement is:	07/01/2023
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Stormwater Facility

**Project Short Description:**

This project will improve water quality in Wide Hollow Creek through an alternatives analysis and design of best management practices (BMPs) at the Randall Park Pond outlet and overflow ditch in the city of Yakima. This project proposes to provide stormwater treatment for total suspended solids (TSS), dissolved copper, and dissolved zinc and may also reduce flows to Wide Hollow Creek by increasing stormwater infiltration.

**Project Long Description:**

The RECIPIENT will study and design retrofits for treatment of stormwater runoff that discharges from Randall Park Pond in the city of Yakima. Randall Park Pond is currently managed by the RECIPIENT as a stormwater detention pond as part of their stormwater utility. The pond was constructed prior to the RECIPIENT receiving their Phase II MS4 Permit, therefore, it is suspected the pond does not meet current treatment standards for regulated pollutants. When the pond overflows, untreated water flows into a ditch leading to Wide Hollow Creek. Wide Hollow Creek is



Agreement No: WQC-2024-YakiWa-00028  
Project Title: Randall Park Pond Outlet Water Quality Treatment - Design  
Recipient Name: City of Yakima - Wastewater Division

part of the waterway system included in ECOLOGY's Middle Yakima River Basin Bacteria Total Maximum Daily Load (TMDL) Study. Current Category 5 303(d) listings for Wide Hollow Creek include Temperature, 4,4'-DDE, 4,4'-DDD, DDT (and metabolites), DO, pH, and Bacteria - E-coli. Wide Hollow Creek is a tributary to the Yakima River, which is a freshwater waterbody designated for primary contact recreation and salmonid spawning, rearing, and migration.

The contributing basin to Randall Park Pond is approximately 590 acres of primarily untreated urban runoff from residential areas. With this project, the RECIPIENT will study multiple alternatives for best management practices (BMPs) to reduce loading from regulated pollutants and pollutants of concern (total suspended solids (TSS), dissolved copper, and dissolved zinc). Design may also include infiltration of treated stormwater to reduce flows to Wide Hollow Creek. BMP options will include Technology Assessment Protocol-Ecology (TAPE) certified BMPs or BMPs listed in ECOLOGY's Stormwater Management Manual for Eastern Washington (SWMM EW). Three potential options include 1) proprietary treatment, 2) converting the existing ditch to a biofiltration swale and increasing infiltration, or 3) relocating the existing ditch to flow through a constructed wet pond or bioretention area. The RECIPIENT will place the BMPs downstream from the pond in line with the existing overflow ditch or along a relocated flow path.

The RECIPIENT will coordinate with property owners in the project area to obtain necessary access or easement agreements needed to facilitate design, installation, inspection, and maintenance of the BMPs for the useful life of the stormwater treatment facility.

#### Overall Goal:

This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

## RECIPIENT INFORMATION

Organization Name: City of Yakima - Wastewater Division

Federal Tax ID: 91-6001293

Mailing Address: 2220 E Viola Ave  
Yakima, WA 98901

Physical Address: 2220 E Viola Ave  
Yakima, Washington 98901

Organization Email: mike.price@yakimawa.gov

## Contacts

<b>Project Manager</b>	<div>Randy Meloy</div> <div>Surface Water Engineer</div> <div>204 W. Pine St.</div> <div>Yakima, Washington 98902</div> <div>Email: randy.meloy@yakimawa.gov</div> <div>Phone: (509) 576-6606</div>
<b>Billing Contact</b>	<div>Rosylen Oglesby</div> <div>2220 E Viola Ave</div> <div>Yakima, Washington 98901</div> <div>Email: rosylen.oglesby@yakimawa.gov</div> <div>Phone: (509) 575-6077</div>
<b>Authorized Signatory</b>	<div>Dave Zabell</div> <div>129 North 2nd Street</div> <div>Yakima, Washington 98901</div> <div>Email: dave.zabell@yakimawa.gov</div> <div>Phone: (509) 575-6000</div>

ECOLOGY INFORMATION

Mailing Address:

Department of Ecology  
Water Quality  
PO BOX 47600  
Olympia, WA 98504-7600

Physical Address:

Water Quality  
300 Desmond Drive SE  
Lacey, WA 98503

Contacts

<b>Project Manager</b>	<div>Traci Gefre</div> <div>1250 W Alder St. Union Gap, Washington 98903-0009 Email: tjef461@ecy.wa.gov Phone: (509) 731-0513</div>
<b>Financial Manager</b>	<div>Melissa Conger</div> <div>PO Box 47600 Olympia, Washington 98504-7600 Email: meco461@ecy.wa.gov Phone: (360) 706-4202</div>

## AUTHORIZING SIGNATURES

## SCOPE OF WORK

Task Number: 1 **Task Cost:** \$16,000.00

Task Title: Grant and Loan Administration

### Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

### Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

### Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- \* Properly maintained project documentation.

## Grant and Loan Administration

### Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

## SCOPE OF WORK

Task Number: 2 **Task Cost:** \$98,690.00

Task Title: Cultural and Environmental Review, and Permitting

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT will submit a wetlands delineation report and wetland rating including maps that show the adjacent wetland delineation, wetland buffers, and proposed project area for review by ECOLOGY.

D. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

### Task Goal Statement:

The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

Act, and all other applicable federal, state, and local laws, and regulations.

## Cultural and Environmental Review, and Permitting

### Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	ECOLOGY Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY.	
2.5	Delineation report for the project area and adjacent wetland; to include wetland ratings, and a map of the wetland, wetland buffer, and proposed project area. Upload to EAGL and notify ECOLOGY when upload is complete.	



## SCOPE OF WORK

Task Number: 3 Task Cost: \$0.00

Task Title: Easement Acquisition Task

### Task Description:

The purpose of this task is to acquire an easement for the construction of an ECOLOGY approved Stormwater facility or facilities. All final decisions on property acquisitions, easements, or leases will be based on the Recreation and Conservation Office (RCO) Acquisition Manual (Version 3) found here: [rco.wa.gov](http://rco.wa.gov).

The RECIPIENT assumes all risks when purchasing the easement prior to ensuring that the property is suitable for the proposed water quality project. The RECIPIENT shall request reimbursement for the purchase price of the easement after the Stormwater Construction Completion Form is submitted to ECOLOGY.

The RECIPIENT may seek reimbursement for staff time spent directly on the acquisition negotiation. The RECIPIENT shall not use ECOLOGY funds for acquisitions that extend beyond the footprint and maintenance access of the approved stormwater facilities.

The RECIPIENT shall not at any time convert any real property for the length of the design life of the ECOLOGY approved facility. This includes acquisition projects, such as one involving a lease or a term limited project or easement.

A. Accompanying the submittal of the design report, the RECIPIENT will identify all properties or property rights, or both, temporary or permanent, necessary for the construction and maintenance of treating stormwater runoff.

B. The RECIPIENT shall inspect, investigate, and conduct an environmental review that includes the Property Assessment Checklist and Hazardous Substances Certification of the proposed acquisition site for the presence of hazardous substances as defined in RCW 70.105D.020(13). If hazardous substances are found, refer to Section 2 of the Special Terms and Conditions of this agreement.

C. The RECIPIENT shall obtain an appraisal from a State Certified General Real Estate Appraiser and submit a copy for ECOLOGY review. The appraisal report must comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and may not be a restricted-use report. Appraisals for state-funded grant projects are considered valid for one year from the effective or valuation date of the appraisal. Appraisal instructions are available on Washington State Recreation and Conservation Office's Website ([rco.wa.gov](http://rco.wa.gov)).

D. The RECIPIENT will obtain a review of the appraisal by a certified third party to confirm the value of record and submit a copy for ECOLOGY review.

E. The RECIPIENT will submit a preliminary title report that identifies encumbrances and the type of ownership interest for the property that will be acquired, including a boundary map. The RECIPIENT will purchase and submit the title insurance policy.

F. If applicable, the RECIPIENT will complete a baseline inventory of the property prior to closing.

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

G. The RECIPIENT will prepare and submit the easement for ECOLOGY review and approval. The easement will include the duties and responsibilities to uphold the purposes outlined in this agreement through the design life for water quality benefits.

H. The RECIPIENT will acquire the easement and ensure the conveyance documents are recorded in the RECIPIENT's name (e.g., deed, easement, lease) and with the county auditor's office, and provide a copy to ECOLOGY.

I. The purchase price of the land is not eligible for reimbursement until ECOLOGY receives a signed construction completion form and the deed or easement is recorded.

Task Goal Statement:

The RECIPIENT will complete all tasks related to property acquisition and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

The RECIPIENT has prepared all documentation necessary to complete acquisition of the easement(s).

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

**Easement Acquisition Task****Deliverables**

Number	Description	Due Date
3.1	Hazardous Substances Certification and Property Assessment Checklist. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Appraisal from a State Certified General Real Estate Appraiser. Email directly to ECOLOGY Project Manager with confidentiality statement.	
3.3	Independent review of the appraisal. Email directly to ECOLOGY Project Manager and provide a confidentially statement.	
3.4	Preliminary Title Report that shows the type of ownership interest and encumbrances for the property that will be acquired. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	Final Title Report that shows the type of ownership interest and encumbrances for the property that will be acquired. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Baseline inventory. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.7	Deed of Right or Easement. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	Final Conveyance Documents (deed, easement, etc). Upload final approved copy to EAGL and notify ECOLOGY when upload is complete.	

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

## SCOPE OF WORK

Task Number: 4

**Task Cost:** \$375,130.00

Task Title: Design Plans and Specifications

### Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

1. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Design Deliverables Document.

B. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

### Task Goal Statement:

The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications

Deliverables

Number	Description	Due Date
4.1	Contract documents, if procuring services for design. The contract must include ECOLOGY’s standard contract clauses and/or specification insert. Upload to EAGL and notify ECOLOGY.	
4.2	Design Report. Upload to EAGL and notify ECOLOGY.	
4.3	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY.	
4.4	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
4.5	90 Percent Design Package. Upload to EAGL and notify ECOLOGY.	
4.6	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY.	
4.7	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY.	

SCOPE OF WORK

Task Number:5Task Cost: \$10,000.00

Task Title:Project Close Out

Task Description:  
The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit a GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-accepted equivalent. The project area should include polygon features for stormwater facilities and contributing areas.
- B. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- C. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:  
The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:  
\* Timely and complete submittal of GIS, Recipient Closeout Report, and Outcomes Summary.

Project Close Out  
Deliverables

Number	Description	Due Date
5.1	Project area shapefile, geodatabase file, or ECOLOGY-accepted equivalent. Upload to EAGL and notify ECOLOGY. Upload ECOLOGY acceptance documentation.	
5.2	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

Agreement No: WQC-2024-YakiWa-00028  
Project Title: Randall Park Pond Outlet Water Quality Treatment - Design  
Recipient Name: City of Yakima - Wastewater Division

**BUDGET****Funding Distribution EG240545**

**NOTE:** *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP  
Funding Effective Date: 07/01/2023  
Funding Source:

Funding Type: Grant  
Funding Expiration Date: 06/30/2026

Title: SFAP-SFY24  
Fund: FD  
Type: State  
Funding Source %: 100%  
Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%  
Recipient Match %: 15%  
InKind Interlocal Allowed: No  
InKind Other Allowed: No  
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	\$ 16,000.00
Cultural and Environmental Review, and Permitting	\$ 98,690.00
Easement Acquisition Task	\$ 0.00
Design Plans and Specifications	\$ 375,130.00
Project Close Out	\$ 10,000.00

**Total: \$ 499,820.00**

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

**Funding Distribution Summary****Recipient / Ecology Share**

<b>Funding Distribution Name</b>	<b>Recipient Match %</b>	<b>Recipient Share</b>	<b>Ecology Share</b>	<b>Total</b>
SFAP	15.00 %	\$ 74,973.00	\$ 424,847.00	\$ 499,820.00
<b>Total</b>		<b>\$ 74,973.00</b>	<b>\$ 424,847.00</b>	<b>\$ 499,820.00</b>

**AGREEMENT SPECIFIC TERMS AND CONDITIONS**

N/A

**SPECIAL TERMS AND CONDITIONS**

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

**SECTION 1: DEFINITIONS**

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water



Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

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

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

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

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

## SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

### Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

### SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

Agreement No: WQC-2024-YakiWa-00028  
 Project Title: Randall Park Pond Outlet Water Quality Treatment - Design  
 Recipient Name: City of Yakima - Wastewater Division

and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

#### SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

Agreement No: WQC-2024-YakiWa-00028  
Project Title: Randall Park Pond Outlet Water Quality Treatment - Design  
Recipient Name: City of Yakima - Wastewater Division

EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Agreement No: WQC-2024-YakiWa-00028  
Project Title: Randall Park Pond Outlet Water Quality Treatment - Design  
Recipient Name: City of Yakima - Wastewater Division

**Non-discrimination Provision.** The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

**G. Electronic and information Technology (EIT) Accessibility:** RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

**H. Federal Funding Accountability and Transparency Act (FFATA) Form,** available on the Water Quality Program website.

**I. Hotel-Motel Fire Safety Act:** The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

**J. Prevailing Wage (Davis-Bacon Act):** The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a



Agreement No: WQC-2024-YakiWa-00028  
Project Title: Randall Park Pond Outlet Water Quality Treatment - Design  
Recipient Name: City of Yakima - Wastewater Division

character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

#### SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

Agreement No: WQC-2024-YakiWa-00028  
Project Title: Randall Park Pond Outlet Water Quality Treatment - Design  
Recipient Name: City of Yakima - Wastewater Division

used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at:  
<https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

#### J. Loan Repayment:

##### Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

##### Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology

Cashiering Unit

P.O. Box 47611

Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

Agreement No: WQC-2024-YakiWa-00028  
Project Title: Randall Park Pond Outlet Water Quality Treatment - Design  
Recipient Name: City of Yakima - Wastewater Division

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

#### K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

Agreement No: WQC-2024-YakiWa-00028  
Project Title: Randall Park Pond Outlet Water Quality Treatment - Design  
Recipient Name: City of Yakima - Wastewater Division

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

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

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

#### S. Termination and Default:

##### Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

##### Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

## GENERAL FEDERAL CONDITIONS

**If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.**

### A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

#### B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in [www.sam.gov](http://www.sam.gov) <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at [www.usaspending.gov](http://www.usaspending.gov) <http://www.usaspending.gov>.

For more details on FFATA requirements, see [www.fsrs.gov](http://www.fsrs.gov) <http://www.fsrs.gov>.

#### C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE



Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

## GENERAL TERMS AND CONDITIONS

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

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

#### 2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
  - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

\* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
  - Make the IDP readily available to anyone working at the project site.
  - Discuss the IDP with staff, volunteers, and contractors working at the project site.
  - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

## 5. ASSIGNMENT

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

## 6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

## 7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

#### 8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

#### 9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

#### 10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

#### 11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

## 12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

## 13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

## 16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

## 17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

## 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

## 19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

## 20. PROGRESS REPORTING

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

## 22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
  - b) Be kept in a common file to facilitate audits and inspections.
  - c) Clearly indicate total receipts and expenditures related to this Agreement.
  - d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

## 23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

## 24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

## 26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.



Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

## 27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

## 28. TERMINATION

### a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Failure to Commence Work.** ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

### b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**Non-Allocation of Funds.** ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQC-2024-YakiWa-00028

Project Title: Randall Park Pond Outlet Water Quality Treatment - Design

Recipient Name: City of Yakima - Wastewater Division

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.I.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Resolution authorizing an amendment to Airport Lease Agreement with Gene O'Dell d/b/a O'Dell Enterprises

**SUBMITTED BY:** Jaime Vera, Airport Operations and Maintenance Manger

**SUMMARY EXPLANATION:**

The City of Yakima and Gene O'Dell d/b/a O'Dell Enterprises entered into an Airport Lease Agreement effective November 1st, 2011 for rental of property and facilities. The parties have agreed to amend the lease to reduce the premise and amend that lease regarding the rental amount.

**ITEM BUDGETED:** Yes

**STRATEGIC PRIORITY:** Partnership Development

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Adopt Resolution.

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution	3/28/2024	Resolution
<input type="checkbox"/> Lease Agreement	3/28/2024	Contract

**RESOLUTION NO. R-2024-**

**A RESOLUTION** authorizing an Amendment to Airport Lease Agreement between the City of Yakima and Gene O'Dell d/b/a O'Dell Enterprises

**WHEREAS**, the City and Gene O'Dell d/b/a O'Dell Enterprises entered into an Airport Lease Agreement effective November 1<sup>st</sup>, 2011 for rental of property and facilities; and

**WHEREAS**, the parties have agreed to amend that lease to reduce the premise; and

**WHEREAS**, the parties have agreed to amend that lease regarding the rental amount, Now, Therefore

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:**

The City Manager is hereby authorized to execute the attached Amendment to Airport Lease Agreement Between Yakima Air Terminal-McAllister Field/City of Yakima and Gene O'Dell d/b/a O'Dell Enterprises, attached hereto.

**ADOPTED BY THE CITY COUNCIL** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:

\_\_\_\_\_  
Patricia Byers, Mayor

\_\_\_\_\_  
Rosalinda Ibarra, City Clerk

**1<sup>ST</sup> AMENDMENT TO  
LEASE AGREEMENT  
BETWEEN  
CITY OF YAKIMA  
AND  
GENE O'DELL  
d/b/a O'DELL ENTERPRISES**

THIS 1<sup>ST</sup> AMENDMENT ("Amendment") to Lease between the City of Yakima, the owner and operator of the Yakima Air Terminal – McAllister Field ("Lessor") and Gene O'Dell, d/b/a O'Dell Enterprises ("Lessee") is effective this \_\_\_\_ day of \_\_\_\_\_, 2024.

The Amendment amends and modifies that certain Lease Agreement ("Lease") between Lessor and Lessee executed the 1<sup>st</sup> day of November, 2011. Except as expressly modified herein, the terms of the Lease remain unchanged and in full force and effect. Any capitalized terms that are not assigned definitions herein shall have the same meaning and definition as used in the Lease.

The terms of the Lease are modified as follows:

**Paragraph 1:** Paragraph 1 of the Lease is hereby replaced by the following paragraph and the exhibit referenced therein replaces the exhibit referenced in the original Paragraph 1 of the Lease:

1. **PREMISES:** Lessor does hereby lease and let unto Lessee, and Lessee does hereby lease and take from Lessor, approximately 30,572 sq. feet of space at 2001 Airport Lane in City of Yakima, Yakima County, Washington, as that property is depicted on the drawing marked Exhibit "A", attached hereto and by this reference made a part hereof, together with the right of ingress to and egress from the leased premises and the public use areas/facilities used in connection therewith, over designated Airport property and roadways, subject to rules and regulations governing the use of the Airport and as the same may be promulgated by Lessor from time to time. The approximate 30,572 sq. feet of space referenced herein is comprised of approximately 7,912 of building space with the remaining sq. footage being a part of the Airport apron.

**Paragraph 3:** Paragraph 3 of the Lease is hereby replaced by the following paragraph:

**3. RENT:**

- A. Lessee promises and agrees to pay rent to Lessor at the rate of Five-Hundred and Sixty Dollars and Forty-Nine Cents (\$560.49) per month for the leased premises, made in advance on or before the 10<sup>th</sup> day of each month. Payments shall be made to the City of Yakima, Accounts Receivable, 129 N. 2<sup>nd</sup> St., Yakima, WA 98901. Each payment shall contain the following notation "Rent & Fees for Airport Ground Lease Agreement." Any rental payments/fees past due shall accrue a delinquency charge of twelve percent (12% per annum.)

- B.** The lease rental rate as provided for above shall be subject to review and modification on January 1<sup>st</sup>, 2013 and annually on January 1<sup>st</sup> each year thereafter to the current Aviation Land Rate outlined in the Airport Rates and Fees, as established and approved by the Yakima City Council.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed by their respective authorized officers or representatives as of the day and year below. The term of the Lease commences on the date stated on the top of page 1, which is the date that all parties have executed the Lease.

**LESSOR:**

**CITY OF YAKIMA**

Yakima Air Terminal—McAllister Field  
2406 W. Washington Avenue, Suite B  
Yakima, Washington 98903  
(509) 575-6149 - phone  
(509) 575-6185 – fax

**COPY TO**

**CITY OF YAKIMA—CITY MANAGER**

129 North 2<sup>nd</sup> Street  
Yakima, WA 98901

By: \_\_\_\_\_  
Dave Zabel, Interim City Manager

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Rosalinda Ibarra, City Clerk

STATE OF WASHINGTON                    )  
                                                           ) ss  
 County of Yakima                            )

I certify that I know or have satisfactory evidence that Dave Zabell signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the City Manager of the City of Yakima, Washington to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Date \_\_\_\_\_

By: \_\_\_\_\_  
 Notary Public for the State of Washington  
 Residing at: \_\_\_\_\_  
 Appointment Expires \_\_\_\_\_

**LESSEE:**

**GENE O'DELL**

Gene O'Dell Enterprises  
 2106 West Washington Avenue, #4  
 Yakima, WA 98903  
 Phone: 509-453-2685  
 Fax: 509-453-2685  
 Cell: 509-952-6028

Eugene O'Dell  
 Signature

3/28/2024  
 Date

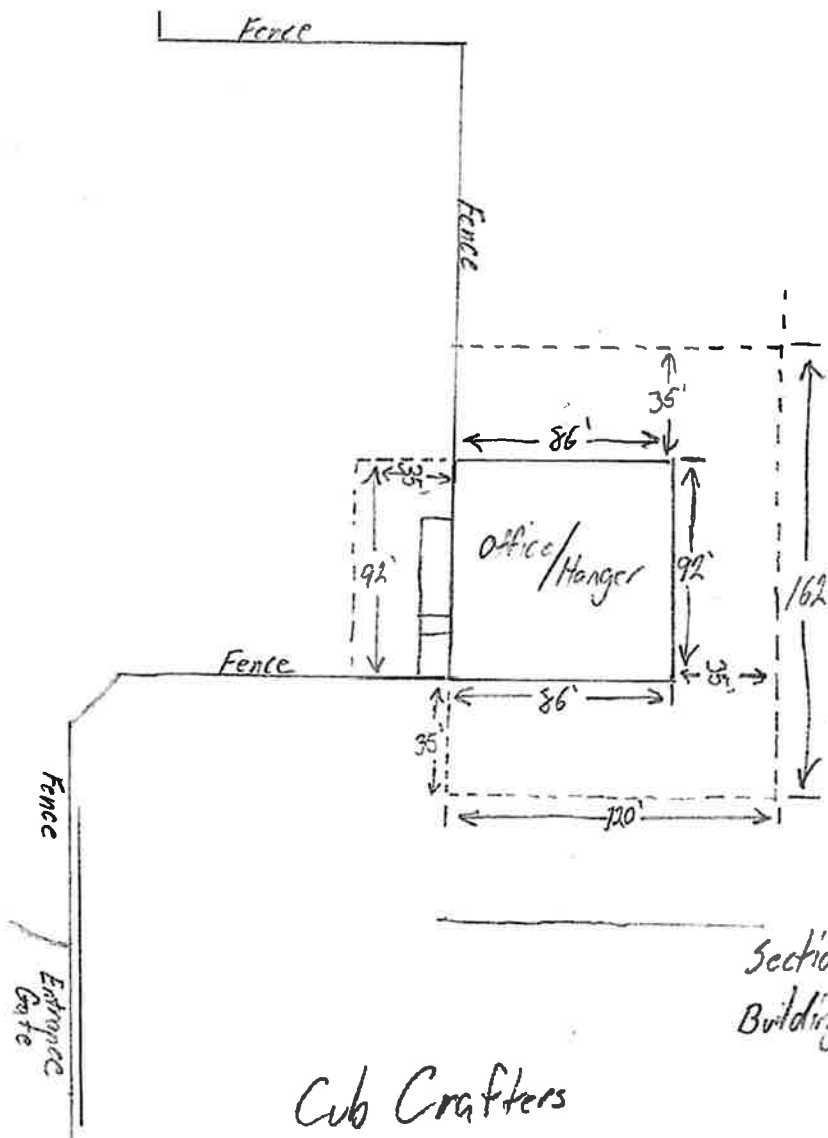
STATE OF WASHINGTON  
 County of Yakima

I certify that I know or have satisfactory evidence that Gene O'Dell signed this instrument, on oath stated that they are authorized to execute the instrument on behalf of himself and Gene O'Dell Enterprises a d/b/a of Gene O'Dell and to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



By: Shelly Barrett  
 Notary Public for the State of Washington  
 Residing at: Yakima WA  
 Appointment Expires April 18, 2026

## EXHIBIT A – PREMISE







**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.J.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Resolution authorizing a grant application for the Yakima Air Terminal Building Modernization project to the Washington State Department of Transportation (WSDOT) Aviation for Capital Improvement Projects at the Yakima Air Terminal-McAllister Field

**SUBMITTED BY:** Jaime Vera, Airport Operations and Maintenance Manager

**SUMMARY EXPLANATION:**

The Yakima Air Terminal-McAllister Field has recently completed an Airport Master Plan Update, which details a variety of required capital improvement projects, including construction and modernization of the airport's Terminal Facility's infrastructure. Terminal Building Modernization Project Phases will include bidding services, design and construction. The Yakima Air Terminal-McAllister Field has been notified that grant funds may be available to airport's Terminal Facility's infrastructure upon submission of completed WSDOT grant application and satisfaction of certain conditions. The grant application will request a total of approximately Two Hundred Seventy-Five Thousand Dollars (\$275,000) dollars in WSDOT Aviation grant funding and local match amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000) through the airport's Passenger Facility Account.

**ITEM BUDGETED:** Yes

**STRATEGIC PRIORITY:** Economic Development

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Adopt Resolution.

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution	4/12/2024	Resolution
<input type="checkbox"/> Grant Application	4/9/2024	Contract

## **RESOLUTION NO. R-2024-**

**A RESOLUTION** authorizing a grant application for the Yakima Air Terminal Building Modernization project to the Washington State Department of Transportation (WSDOT) Aviation for Capital Improvement Projects at the Yakima Air Terminal-McAllister Field.

**WHEREAS**, the City owns and operates the Yakima Air Terminal-McAllister Field in accordance with applicable Federal, State, and Local regulations;

**WHEREAS**, the Yakima Air Terminal-McAllister Field has been notified that grant funds may be available to maintain and/or improve the airport upon submission of completed WSDOT grant application and satisfaction of certain conditions;

**WHEREAS**, the Yakima Air Terminal-McAllister Field has recently completed an Airport Master Plan Update, which details a variety of required capital improvement projects, including construction and modernization of the airport's Terminal Facility's infrastructure. Terminal Building Modernization Project Phase 1A will include construction;

**WHEREAS**, the grant application will request a total of approximately Two Hundred Seventy-Five Thousand Dollars (\$275,000) dollars in WSDOT Aviation grant funding and local match amount of Two Hundred Seventy-Five Thousand Dollars (\$275,000) through the airport's Passenger Facility Account (PFC). The calculation for the total match is 10% of \$5,500,000 total project cost; and

**WHEREAS**, the City Council deems it to be in the best interest of the City and its residents to authorize submission of the grant application to the WSDOT Aviation to accomplish the identified capital improvements and, if grant funds are awarded, to accept the funds for the purposes identified in the grant application, now, therefore,

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:**

The City Manager is hereby authorized and directed to submit a completed WSDOT Aviation grant application for the Yakima Air Terminal Building Modernization project for the Yakima Air Terminal-McAllister Field.

If grant funds are awarded, the City Manager is further authorized and directed to accept and spend said grant funds to be applied to the purposes specified above.

**ADOPTED BY THE CITY COUNCIL** this 16<sup>th</sup> day of April, 2024.

ATTEST:

\_\_\_\_\_  
Patricia Byers, Mayor

\_\_\_\_\_  
Rosalinda Ibarra, City Clerk



"A Steward for Washington's Aviation System"

7702 Terminal Street SW  
Tumwater, Washington 98501-7264

# Airport Aid Application

Date of Request

<b>1 Applicant:</b> City of Yakima, Washington <hr/> <b>Applicant's Authorized Representative:</b> Name: Jaime Vera Title: Operations and Maintenance Manager Address: 2406 W. Washington Ave, Suite B Address 2: City: Yakima State: WA Zip: 98903 Phone: (509) 575-6010 Cell: Email: jaime.vera@yakimawa.gov	<b>2 Project to be Managed by:</b> Company: J-U-B Engineers, Inc. Name: Spencer Stephens Address: 999 W. Riverside Ave, Suite 700 Address 2: City: Spokane State: WA Zip: 99201 Phone: (509) 458-3727 Cell: Email: sstephens@jub.com
<i>Find your legislative and congressional district at:  <a href="http://app.leg.wa.gov/districtfinder/">http://app.leg.wa.gov/districtfinder/</a></i>	
<b>3 Airport:</b> <input type="checkbox"/> NPIAS <input type="checkbox"/> Non-NPIAS	
FAA Classification: _____ Legislative District: _____ State Classification: _____ Congressional District: _____	
<b>4</b>	
No.	Project Name and Description (list in order of priority)
1	Terminal Building Modernization Project - Phase 1A Construction
2	
3	
<b>Totals</b>	
Total Project Cost	Local Funds
Aviation Division Funds	Federal Funds
Other Funds (Name Source)	0.00
<b>5</b> Does the airport have an up-to-date Master Plan or ALP Narrative Report? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date: 5/18/2021 Does the airport have an approved Airport Layout Plan (ALP)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Date: 5/18/2021 Was annual requirement to review and update Airport Information System (AIS) data met for the preceeding calendar year? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Does the airport sponsor have policies to reduce greenhouse gas emissions? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No - If yes, submit a copy of the policies. Submitting copy via: <u>Emailing - Electronic Document</u> Submit signed acceptance of <u>Airport Aid Grant Assurances</u> . Submitting signed grant assurances via: <u>Emailing - Electronic Document</u> Submit adopted resolution; 1) Authorizing submittal of grant application, 2) Stating matching funds are available, and 3) Support of elected officials. Submitting copy via: <u>Emailing - Electronic Document</u> *Does not apply to private airport sponsors	
<b>6 Signature of Applicant's Authorized Representative</b> <i>*A signed application is not required when the airport's authorized representative submits the completed application (fillable form .pdf document) by email.</i>	

## Instructions for Airport Aid Application (DOT Form 900-030EF)

### 1. Applicant

The name of the municipality or person who legally owns and is responsible for managing the airport "airport sponsor".

**The Applicant's Authorized Representative** is that individual who may be duly authorized by the public entity to act on its' behalf in the performance of duties overseeing the airport. Typically this is a mayor, city manager, county commissioner, city councilperson, port director, or tribal council member. The authorized representative should be the same individual who will sign the Airport Aid grant agreement if awarded funding. The airport manager should only be listed if he or she has the authority to negotiate contracts on behalf of the applicant.

**Name, Title, Address, Phone, Cell, and Email Address.** This should be the contact information for the applicant's authorized representative.

2. **Project to be Managed by** is the individual who will be responsible for the day-to-day management of the project and will be the appropriate contact for WSDOT Aviation to communicate matters relating to the grant. This person could be an employee of the airport sponsor. If the airport sponsor would like to authorize their consultant to communicate directly with WSDOT Aviation on their behalf, than this would be the that individual.

3. **Airport** is the approved name of the airport.

Check if the airport is included in the National Plan of Integrated Airport Systems (NPIAS) or whether it is designated as a Non-NPIAS airport.

Select the appropriate FAA and State classifications from the dropdown lists.

Select the appropriate Legislative and Congressional districts for the airport from the dropdown lists (If you are unsure of your districts, click on the hyperlink and enter the airport sponsor's address).

4. **Project Name and Description Listed by Priority, along with Project Funding Sources**

Number the projects 1, 2, 3, etc. in order of the priority (high to low).

The Project Name should be descriptive and be similar to the Project Title entered in the State Capitol Improvement Program (SCIP). Projects submitted that are not included in the SCIP will not be considered for funding.

Give a brief but accurate description of the project. You will have the opportunity to expand upon this in the Project Data Sheets to follow.

Insert the full cost of the project, the amount the airport sponsor will contribute (a minimum of 5% of the total cost for projects without federal funding or a minimum of half the local share required of federal funds e.g. FAA 90% / Local 5% / WSDOT 5%), and the amount you are requesting from the Aviation Division.

Include any other funds including the funding source (e.g. grant funds from another agency, private funds, etc.).

The total of the first column must equal the total of all other columns. The totals for the columns will automatically be calculated.

Please make these amounts as accurate as you can. Actual project bid amounts or negotiated consultant fees are preferable. If precise amounts are not yet available you are encouraged to use professional engineering estimates. If these estimates turn out to be an understatement and inadequate to cover the cost of the actual project, WSDOT Aviation may not be able to cover the additional costs which may have to be borne by the applicant. You will be asked to provide additional information supporting these costs and the source on the project data sheets.

## 5. Other Questions and Required Documentation

**Master Plan / ALP Narrative Report** - Please indicate if the airport has an approved Airport Master Plan or Airport Layout Plan (ALP) Narrative Report by checking 'Yes' or 'No'. If 'Yes' insert the month and year the report is dated.

**Airport Layout Plan (ALP)** - Please indicate if the airport has an approved Airport Layout Plan (ALP) by checking 'Yes' or 'No'. If 'Yes' insert the month and year the plan was approved. The project you are requesting funding for must be shown on the ALP in order to be considered for funding. If the airport does not have an approved ALP, the only project the sponsor should request funding for is the preparation of an Airport Master Plan and ALP.

**Airport Information System (AIS)** - Please indicate by checking 'Yes' or 'No' if the airport sponsor met the requirement to review and update their data in the AIS for the preceding calendar year by the December 31 deadline.

**Greenhouse Gas Policy** - RCW 70A.45, outlines fund distribution prerequisites for infrastructure and capital development projects, all airport sponsors should adopt a greenhouse gas emission reduction policy in accordance with this law. Please indicate by checking 'Yes' or 'No' if the airport sponsor has an adopted policy. If 'Yes' submit a copy of the policy to WSDOT Aviation and indicate how you are submitting by selecting the appropriate response from the drop-down menu.

For more information on this law, please visit Washington State Legislature's Revised Code of Washington (RCW) at <https://apps.leg.wa.gov/rcw/default.aspx?cite=70A.45>.

While having a policy is currently not a requirement that determines grant eligibility, it is anticipated in the near future that this will be an added requirement.

**Airport Aid Grant Assurances** - The airport's signed acceptance of WSDOT Aviation's Airport Aid Program Grant Assurances (Chapter 468-260 WAC) must be submitted with each Airport Aid Application. Please indicate how you are submitting the signed grant assurances by selecting the appropriate response from the drop-down menu. Please include the the grant assurances document in its entirety.

**Adopted Resolution** - Publicly owned airport sponsors must submit a resolution adopted by its elected officials. The resolution shall 1) Authorize submittal of the application to WSDOT Aviation, 2) State that the sponsor has the required matching funds available, and 3) State the elected officials support of the application. Please indicate how you are submitting the signed grant assurances by selecting the appropriate response from the drop-down menu.

## 6. Signing and submitting the Grant Application

WSDOT Aviation requests that airport sponsors submit the grant application and all supporting documentation electronically. The Airport Aid Application, Project Data Sheet(s), and Supplemental Justification Sheet(s) will need to be emailed from the Applicant's Authorized Representative as the saved fillable form .pdf file (do not edit or alter the form in any way). The email being sent directly from the Applicant's Authorized Representative will serve in lieu of an actual signature on a printed document.

All application forms and supporting documentation must be received by WSDOT Aviation by the published deadline. WSDOT will reply to the email acknowledging receipt of the application.



"A Steward for Washington's Aviation System"

# Airport Aid Application Project Data Sheet

Complete a separate Project Data Sheet for each project listed from the Airport Aid Application (Form 900-030EF)

City of Yakima, Washington -	- Project No. 1 - Terminal Building Modernization Project - Phase 1A Construction														
<b>1 Project Category (Select One Only):</b> <input type="radio"/> Pavement <input type="radio"/> Safety <input type="radio"/> Planning <input type="radio"/> Security <input type="radio"/> Runway Safety <input type="radio"/> Equipment <input type="radio"/> Maintenance <input type="radio"/> Property <input checked="" type="radio"/> Other															
<b>2 Detailed Project Description / Approach to Accomplishing Project:</b> <p>The main components of the Terminal Building Modernization Project (Phase 1A) consists of replacing portions of the terminal roofing system which will also be raised to allow HVAC ducting to be installed internal to the structure rather than on top of the roof (for improved energy efficiency and durability of the roof system). New HVAC systems, ducting, and gas lines will also be included.</p>															
<b>3 Project Justification:</b> <p>The YKM terminal was constructed in the '50s and is in dire need of modernization due to dilapidated/antiquated infrastructure, lack of proper safety/security standards, and shortfall in building/energy codes. The project will include reconstruction of portions of the terminal roof system, HVAC systems, and structural improvements to meet code requirements.</p>															
<b>4 Cost Estimate Details:</b> <span style="float: right;">Source of Project Cost Estimate - Engineer's Estimate</span> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Construction Administration:</td> <td style="width: 60%; text-align: right;">\$700,000</td> </tr> <tr> <td>Construction:</td> <td style="text-align: right;">\$4,800,000</td> </tr> <tr> <td>Total:</td> <td style="text-align: right;">\$5,500,000</td> </tr> </table>		Construction Administration:	\$700,000	Construction:	\$4,800,000	Total:	\$5,500,000								
Construction Administration:	\$700,000														
Construction:	\$4,800,000														
Total:	\$5,500,000														
<b>5 Project Schedule:</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Expected Start of Project: <u>9/1/2024</u></td> <td style="width: 50%;">Expected Completion of Project: <u>12/31/2024</u></td> </tr> <tr> <td>Start of Work Covered by Grant: <u>8/1/2024</u></td> <td>Completion of Work Covered by Grant: <u>4/1/2025</u></td> </tr> </table> <p>Submit a <u>detailed project schedule</u> (to include project milestones). <span style="float: right;">Submitting project schedule via: <u>Emailing - Electronic Document</u></span></p>		Expected Start of Project: <u>9/1/2024</u>	Expected Completion of Project: <u>12/31/2024</u>	Start of Work Covered by Grant: <u>8/1/2024</u>	Completion of Work Covered by Grant: <u>4/1/2025</u>										
Expected Start of Project: <u>9/1/2024</u>	Expected Completion of Project: <u>12/31/2024</u>														
Start of Work Covered by Grant: <u>8/1/2024</u>	Completion of Work Covered by Grant: <u>4/1/2025</u>														
<b>6 Other Supporting project documentation (Required):</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Submit a spending plan identifying anticipated grant expenditures by month.</td> <td style="width: 40%;">Submitting via: <u>Emailing - Electronic Document</u></td> </tr> <tr> <td>Submit job creation data using the <u>Aviation Economic Impact Calculator</u>.</td> <td>Submitting via: <u>Emailing - Electronic Document</u></td> </tr> </table>		Submit a spending plan identifying anticipated grant expenditures by month.	Submitting via: <u>Emailing - Electronic Document</u>	Submit job creation data using the <u>Aviation Economic Impact Calculator</u> .	Submitting via: <u>Emailing - Electronic Document</u>										
Submit a spending plan identifying anticipated grant expenditures by month.	Submitting via: <u>Emailing - Electronic Document</u>														
Submit job creation data using the <u>Aviation Economic Impact Calculator</u> .	Submitting via: <u>Emailing - Electronic Document</u>														
<b>7 Other Supporting project documentation (As Applicable):</b> <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;">Submit documentation supporting your consultant selection process.</td> <td style="width: 40%;">Submitting via: <u>Emailing - Electronic Document</u></td> </tr> <tr> <td>Submit a copy of your consultant's Scope of Work.</td> <td>Submitting via: <u>Emailing - Electronic Document</u></td> </tr> <tr> <td>Have project plans and specifications been prepared?</td> <td><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> <tr> <td>Has a property appraisal been completed for property acquisition?</td> <td><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</td> </tr> <tr> <td colspan="2">FAA AIP Project Number: <u>3-53-0089-057-2024</u></td> </tr> <tr> <td colspan="2">FAA Grant Contract Number: _____</td> </tr> <tr> <td colspan="2">Other supporting documentation? _____</td> </tr> </table>		Submit documentation supporting your consultant selection process.	Submitting via: <u>Emailing - Electronic Document</u>	Submit a copy of your consultant's Scope of Work.	Submitting via: <u>Emailing - Electronic Document</u>	Have project plans and specifications been prepared?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Has a property appraisal been completed for property acquisition?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	FAA AIP Project Number: <u>3-53-0089-057-2024</u>		FAA Grant Contract Number: _____		Other supporting documentation? _____	
Submit documentation supporting your consultant selection process.	Submitting via: <u>Emailing - Electronic Document</u>														
Submit a copy of your consultant's Scope of Work.	Submitting via: <u>Emailing - Electronic Document</u>														
Have project plans and specifications been prepared?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No														
Has a property appraisal been completed for property acquisition?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No														
FAA AIP Project Number: <u>3-53-0089-057-2024</u>															
FAA Grant Contract Number: _____															
Other supporting documentation? _____															

SCIP Priority Score  
(WSDOT Use Only)



"A Steward for Washington's Aviation System"

# Airport Aid Application Project Data Sheet

Complete a separate Project Data Sheet for each project listed from the Airport Aid Application (Form 900-030EF)

City of Yakima, Washington

- Project No. 2 -

## 1 Project Category (Select One Only):

☐ Pavement ☐ Safety ☐ Planning ☐ Security ☐ Runway Safety ☐ Equipment ☐ Maintenance ☐ Property ☐ Other

## 2 Detailed Project Description / Approach to Accomplishing Project:

## 3 Project Justification:

## 4 Cost Estimate Details:

Source of Project Cost Estimate -

## 5 Project Schedule:

Expected Start of Project: \_\_\_\_\_

Expected Completion of Project: \_\_\_\_\_

Start of Work Covered by Grant: \_\_\_\_\_

Completion of Work Covered by Grant: \_\_\_\_\_

Submit a detailed project schedule (to include project milestones).

Submitting project schedule via: \_\_\_\_\_

## 6 Other Supporting project documentation (Required):

Submit a spending plan identifying anticipated grant expenditures by month.

Submitting via: \_\_\_\_\_

Submit job creation data using the Aviation Economic Impact Calculator.

Submitting via: \_\_\_\_\_

## 7 Other Supporting project documentation (As Applicable):

Submit documentation supporting your consultant selection process.

Submitting via: \_\_\_\_\_

Submit a copy of your consultant's Scope of Work.

Submitting via: \_\_\_\_\_

Have project plans and specifications been prepared?

☐ Yes

☐ No

Has a property appraisal been completed for property acquisition?

☐ Yes

☐ No

FAA AIP Project Number: \_\_\_\_\_

FAA Grant Contract Number: \_\_\_\_\_

Other supporting documentation? \_\_\_\_\_

SCIP Priority Score  
(WSDOT Use Only)



"A Steward for Washington's Aviation System"

# Airport Aid Application Project Data Sheet

Complete a separate Project Data Sheet for each project listed from the Airport Aid Application (Form 900-030EF)

City of Yakima, Washington	- Project No. 3 -
<b>1 Project Category (Select One Only):</b> <input type="radio"/> Pavement <input type="radio"/> Safety <input type="radio"/> Planning <input type="radio"/> Security <input type="radio"/> Runway Safety <input type="radio"/> Equipment <input type="radio"/> Maintenance <input type="radio"/> Property <input type="radio"/> Other <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Runway <input type="checkbox"/> Maintenance <input type="checkbox"/> Taxiway <input type="checkbox"/> Reconstruction <input type="checkbox"/> Apron <input type="checkbox"/> New Construction <input type="checkbox"/> Taxiway <input type="checkbox"/> Helipad <input type="checkbox"/> Other	
<b>2 Detailed Project Description / Approach to Accomplishing Project:</b>	
<b>3 Project Justification:</b>	
<b>4 Cost Estimate Details:</b> <div style="text-align: right; margin-top: -20px;">Source of Project Cost Estimate -</div>	
<b>5 Project Schedule:</b> Expected Start of Project: _____ Expected Completion of Project: _____ Start of Work Covered by Grant: _____ Completion of Work Covered by Grant: _____ Submit a <u>detailed project schedule</u> (to include project milestones).      Submitting project schedule via: _____	
<b>6 Other Supporting project documentation (Required):</b> Submit a spending plan identifying anticipated grant expenditures by month.      Submitting via: _____ Submit job creation data using the <u>Aviation Economic Impact Calculator</u> .      Submitting via: _____	
<b>7 Other Supporting project documentation (As Applicable):</b> Submit documentation supporting your consultant selection process.      Submitting via: _____ Submit a copy of your consultant's Scope of Work.      Submitting via: _____ Have project plans and specifications been prepared? <input type="checkbox"/> Yes <input type="checkbox"/> No Has a property appraisal been completed for property acquisition? <input type="checkbox"/> Yes <input type="checkbox"/> No FAA AIP Project Number: _____ FAA Grant Contract Number: _____ Other supporting documentation? _____	

SCIP Priority Score  
(WSDOT Use Only)



## Instructions for Project Data Sheet (DOT Form 900-030A)

*Complete a separate Project Data Sheet for each project listed from the Airport Aid Application (Form 900-030EF). Three individual sheets have been created and have automatically populated data for Airport Sponsor, Airport Name, Project No. and Title. If there are more than three projects, you will need to complete an additional application packet.*

1. **Project Category and Type** - Mark the appropriate project category. Some categories will also expand asking for a more specific project type under that category (e.g. Category - Pavement, Project Type - Rehabilitation). Select only the category of the most prominent work element of your project.
2. **Detailed Project Description** - Provide a brief but descriptive narrative of the project to thoroughly explain what will be accomplished by the project. Please be as clear and specific as possible.  
 Example: Runway 7/25 (3200' x 60') rehabilitation to include grinding top 1/2-inch of asphalt and overlaying with 2 inches of Class B hot mix asphalt (HMA). The project will also include markings and displacing Runway 7 by 100 feet.
3. **Project Justification** - Provide a brief narrative to justify why the project should receive state funding. Explain if it is a pavement project recommended by WSDOT Aviation's Airport Pavement Management System (provide details such as the specific pavement sections, PCI values, etc.), if a certain activity level at the airport has triggered the need for the improvements, or if the project is to correct an item of non-compliance found during a 5010 inspection or FAA compliance inspection.
4. **Cost Estimate Details** - Provide specific information as to how the project costs shown on the first page of the Airport Aid Application were arrived at including the source (i.e. bid tab, engineer's estimate, vendor quote, etc.). Be sure to include a detailed itemization of the specific costs (i.e. labor and overhead costs not just construction costs in your estimate (i.e. design engineering, environmental, project bidding, construction, construction observation, etc.)
5. **Project Schedule** - Indicate the expected start and completion of the project as well as the dates for when the work that would be included in the grant is beginning and ending. Note that these two sets of dates can be different based on the date advertised in which project work will be eligible. For example, WSDOT Aviation's grant cycle may be the first in the state's biennium and can only fund work that would take place after July 1st, but the airport is a NPIAS airport and has received a grant from the FAA and opted to begin the work in May as to not delay the project. In this example, only the work taking place after July 1 would be eligible for grant funds.  
 Also submit a detailed project schedule that includes major milestones, key deliverables, specific actions, etc.
6. **Other Supporting Project Documentation (Required)** - 1) Submit a spending plan showing anticipated grant reimbursement amounts by month over the duration of the project, and 2) Submit information on jobs created by the project (WSDOT's Aviation Economic Impact Calculator is a good tool for this).
7. **Other supporting Project Documentation (As Applicable)** - Provide any additional information as applicable that will help WSDOT Aviation fully understand your project.



"A Steward for Washington's Aviation System"

# Airport Aid Application Supplemental Justification

**Complete a separate Supplemental Justification for each project listed from the Airport Aid Application (Form 900-030EF)**

City of Yakima, Washington

- Project No. 1 - Terminal Building Modernization Project -

1. Will the project correct an identified airport safety hazard, deficiency, or non-standard design item? ☒ Yes ☐ No  
If Yes, specify the correction(s).

The roof system being replaced is beyond the anticipated life span and is showing signs of failure.

2. Does the project serve a vital community need? If Yes, specify the need(s). ☒ Yes ☐ No

This project is a part of a larger overall program to improve the airport terminal and provide positive economic impact to the region surrounding the Yakima Air Terminal - McAllister Field. The improved terminal building will better serve the community flying into/out of Yakima.

3. Does the project promote economic development and financial sustainability for the airport? If Yes, please elaborate. ☒ Yes ☐ No

Yes, after the terminal is improved, portions of the terminal that are currently unusable will be leased to businesses that will promote economic development. The revenue generated from increases leases will also improve financial sustainability of the airport.

4. Project Readiness:

a. Has required environmental documentation (e.g. NEPA/SEPA) been approved? ☒ Yes ☐ No

b. Is project ready to proceed immediately? ☒ Yes ☐ No

## LAND USE COMPATIBILITY

1. Does the local land use jurisdiction recognize the airport as an Essential Public Facility in its comprehensive plan? If Yes, provide reference to the specific location(s) in the plan. ☒ Yes ☐ No

City of Yakima Comprehensive Plan 2040, Update in 2018. Section 2.12 Siting Essential Public Facilities.

2. Does the comprehensive plan include the airport in the 'Transportation System Inventory'? If Yes, provide reference to the specific location(s) in the plan. ☒ Yes ☐ No

City of Yakima Comprehensive Plan 2040, Update in 2018., Section 6 Transportation

3. Does the comprehensive plan include policies that discourages the development of incompatible land uses adjacent to the airport? If Yes, provide reference to the specific location(s) in the plan. ☒ Yes ☐ No

City of Yakima Comprehensive Plan 2040, Update in 2018. Section 2.14

4. Are regulations in place that prohibit penetration of FAR Part 77 surfaces? If Yes, provide reference to the specific regulation(s). ☒ Yes ☐ No

City of Yakima Comprehensive Plan 2040, Update in 2018. Section 2.14

5. Is zoning in place that discourages the development of incompatible land uses adjacent to the airport? If Yes, provide reference to the specific code(s). ☒ Yes ☐ No

City of Yakima Comprehensive Plan 2040, Update in 2018. Section 2.14

6. Is zoning in place to regulate height hazards? If Yes, provide reference to the specific code(s). ☒ Yes ☐ No

City of Yakima Comprehensive Plan 2040, Update in 2018. Section 2.14

7. Does the land use authority require aviation activity notices (e.g. title notice, notice on the plat)? ☐ Yes ☒ No



"A Steward for Washington's Aviation System"

## Airport Aid Application Supplemental Justification

**Complete a separate Supplemental Justification for each project listed from the Airport Aid Application (Form 900-030EF)**

City of Yakima, Washington -	- Project No.2 -
1. Will the project correct an identified airport safety hazard, deficiency, or non-standard design item? If Yes, specify the correction(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does the project serve a vital community need? If Yes, specify the need(s).	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Does the project promote economic development and financial sustainability for the airport? If Yes, please elaborate.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Project Readiness:	
a. Has required environmental documentation (e.g. NEPA/SEPA) been approved?	<input type="checkbox"/> Yes <input type="checkbox"/> No
b. Is project ready to proceed immediately?	<input type="checkbox"/> Yes <input type="checkbox"/> No



"A Steward for Washington's Aviation System"

## Airport Aid Application Supplemental Justification

**Complete a separate Supplemental Justification for each project listed from the Airport Aid Application (Form 900-030EF)**

City of Yakima, Washington

- Project No. 3 -

1. Will the project correct an identified airport safety hazard, deficiency, or non-standard design item? ☐ Yes ☐ No  
If Yes, specify the correction(s).
  
2. Does the project serve a vital community need? If Yes, specify the need(s). ☐ Yes ☐ No
  
3. Does the project promote economic development and financial sustainability for the airport? If Yes, please elaborate. ☐ Yes ☐ No
  
4. Project Readiness:
  - a. Has required environmental documentation (e.g. NEPA/SEPA) been approved? ☐ Yes ☐ No
  - b. Is project ready to proceed immediately? ☐ Yes ☐ No

The following Airport Aid Program Grant Assurances are incorporated herewith and form a part of the sponsor's application for funding under the Airport Aid Grant Program.

Signature of Applicant's Authorized Representative: \_\_\_\_\_

Title of Representative: \_\_\_\_\_

Date: \_\_\_\_\_

## **Chapter 468-260 WAC**

Last Update: 3/14/13

# **AIRPORT AID PROGRAM GRANT ASSURANCES**

## **WAC Sections**

468-260-010 General.

468-260-020 Duration and applicability.

468-260-030 Sponsor certification.

---

### **468-260-010**

#### **General.**

(1) Airport sponsors shall comply with these assurances pursuant to and for the purpose of carrying out the provisions of the state of Washington airport aid program grant agreements.

(2) Airport sponsors will submit these assurances as part of the project application requesting funds under the provisions of RCW 47.68.090. As used herein, the term "public agency sponsor" means any municipality or municipalities acting jointly or any Indian tribe recognized by the federal government or such tribes acting jointly in the planning, acquisition, construction, improvement, maintenance, or operation of an airport, owned or controlled, or to be owned or controlled by such municipality or municipalities or Indian tribe or tribes, to be held available for the general use of the public; the term "private sponsor" means any person or persons acting jointly in the planning, acquisition, construction, improvement, maintenance, or operation of an airport, owned or controlled, or to be owned or controlled by such person or persons, to be held available for the general use of the public; and the term "sponsor" includes both public agency sponsors and private sponsors.

(3) Upon a sponsor's acceptance of a grant offer by the department, these assurances are incorporated in and become part of the grant agreement.

[Statutory Authority: RCW 47.68.090. 13-07-037, § 468-260-010, filed 3/14/13, effective 4/14/13.]

---

### **468-260-020**

#### **Duration and applicability.**

(1) **Washington airport aid program projects undertaken by a sponsor.** The terms, conditions, and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport project, not to exceed twenty years from the date of acceptance of a grant offer of state funds for the project. However, there shall be no limit on the duration of the assurances regarding exclusive rights and airport revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with state funds.

(2) **Airport planning undertaken by a sponsor.** Unless otherwise specified in this grant agreement, only Assurances C:1, 2, 3, 4, 6, 7, 8, 13, 20, 33, 34, and 35 apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project.

[Statutory Authority: RCW 47.68.090, 13-07-037, § 468-260-020, filed 3/14/13, effective 4/14/13.]

## 468-260-030

### Sponsor certification.

The sponsor certifies, with respect to this grant that:

(1) **General state requirements.** It will comply with all applicable Washington state laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of state funds for this project including, but not limited to, the following:

(a) State legislation:

- ☐ Chapter 8.26 RCW (Relocation assistance -- Real property acquisition policy)
- ☐ Chapter 27.34 RCW (State historical societies -- Historic preservation)
- ☐ Chapter 27.44 RCW (Indian graves and records)
- ☐ Chapter 27.48 RCW (Preservation of historical materials)
- ☐ RCW 29A.84.620 (Hindering or bribing voter)
- ☐ Chapter 36.70A RCW (Growth management -- Planning by selected counties and cities)
- ☐ Title 37 RCW (Federal areas -- Indians)
- ☐ Chapter 39.12 RCW (Prevailing wages on public works)
- ☐ RCW 47.29.200 (Prevailing wages)
- ☐ RCW 47.68.280 (Investigations, hearings, etc. -- Subpoenas -- Compelling attendance)
- ☐ RCW 47.68.310 (Enforcement of aeronautics laws)
- ☐ Title 49 RCW (Labor regulations)
- ☐ Title 64 RCW (Real property and conveyances)
- ☐ Chapter 70.94 RCW (Washington Clean Air Act)
- ☐ Title 86 RCW (Flood control)
- ☐ Title 91 RCW (Waterways)
- ☐ Title 12 WAC (Transportation, department of (aeronautics commission))
- ☐ Title 18 WAC (Air pollution)
- ☐ Title 25 WAC (Archaeology and historic preservation, department of)
- ☐ WAC 330-01-050 (dispositions, metropolitan municipal corporations)
- ☐ Title 167 WAC (Drug abuse prevention office)
- ☐ Title 197 WAC (Ecology, department of (environmental policy, council on))
- ☐ Title 198 WAC (Environmental and land use hearings office)
- ☐ Title 199 WAC (Environmental hearings office (environmental and land use hearings board))
- ☐ Title 254 WAC (Historic preservation, advisory council on)
- ☐ Title 326 WAC (Minority and women's business enterprises, office of)
- ☐ Chapter 330-01 WAC (Procedures for corridor and design public hearings under RCW 35.58.273)
- ☐ Chapter 468-100 WAC (Uniform relocation assistance and real property acquisition)
- ☐ WAC 468-100-008 (Compliance with other laws and regulations)
- ☐ Title 357 WAC (Financial management, office of -- State human resources director)
- ☐ Title 508 WAC (Ecology, department of (water resources))

(b) Executive orders:

- ☐ Governor's Executive Order 92-01 (Establishing Governor's Policy on a Drug-Free Work Place)
- ☐ Governor's Executive Order 96-04, Implementing the Americans with Disabilities Act and superseding Executive Order 93-03
- ☐ Governor's Executive Order 05-05 (Archaeological and Cultural Resources) Governor's Executive Order 11-01, superseding Executive Order 09-04, Amending Washington Council on Aerospace
- ☐ Governor's Executive Order 12-02 (Workforce Diversity and Inclusion)

(2) **General legal requirements.** It will comply with all applicable laws and ordinances, orders, guidelines, policies, directives, rules and regulations of municipal, county, and federal governmental authorities or regulatory agencies.

(3) **Responsibility and authority of the sponsor.**

(a) Public agency sponsor: It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

(b) Private sponsor: It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

(4) **Sponsor fund availability.** It has sufficient funds available for the portion of the project which is not paid by the state of Washington. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

(5) **Good title.** It holds good title, satisfactory to the department, to the areas of the airport or site thereof necessary for aircraft takeoff and landing as well as those necessary for the movement of aircraft to and from the landing and takeoff areas, or gives assurances satisfactory to the department that good title will be acquired prior to accepting grant funds.

(6) **Preserving rights and powers.**

(a) It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the department, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the department.

(b) It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property associated with this application or that portion of the property upon which state funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the department. If the transferee is found by the department to be eligible to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

(c) If the sponsor is a private sponsor, it will, to the department's satisfaction, ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

(d) If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will, to the department's satisfaction, reserve and document in arrangements with said party sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with the regulations and the terms, conditions, and assurances in this grant agreement and shall ensure that such arrangement also requires compliance therewith.

(e) Sponsors of commercial service airports will not permit or enter into any arrangement that allows an owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

(f) Sponsors of general aviation airports entering into any arrangement that allows an owner of residential real property adjacent to or near the airport must comply with the requirements set forth in Section 136 of Public Law 112-95.

(7) **Consistency with local plans.** Certify, to the department's satisfaction, that the project is consistent with plans (existing at the time of submission of this application) of public agencies that are authorized to plan for the

development of the area surrounding the airport.

(8) **Consideration of local interest.** Certify, to the department's satisfaction, that it considered the interest of communities in or near where the project is located.

(9) **Consultation with users.** Certify to the department's satisfaction that when it made a decision to undertake any project, that it consulted with affected parties using the airport.

(10) **Public hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it held public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the department, submit a copy of the transcript of such hearings to the department. Further, for such projects, its management board contain(s/ed) either voting representation from the communities where the project is located or it advised communities that they have the right to petition the department concerning a proposed project.

(11) **Air and water quality standards.** In projects involving airport location, a major runway extension, or runway location, it will provide the department appropriate written certification that the project will be located, designed, constructed, and operated so as to comply with applicable federal, state, and local air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the administrator of the Environmental Protection Agency, or the secretary of the Department of Ecology, certification shall be obtained. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the department.

(12) **Pavement preventive maintenance.** With respect to a project for the replacement or reconstruction of airport pavement, it assures or certifies to the department's satisfaction that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with state financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the department determines may be useful.

**(13) Accounting system, audit, and recordkeeping requirements.**

(a) It shall keep all project accounts and records which fully disclose the amount and disposition of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with RCW [43.09.200](#) and the Washington state budgetary, accounting, and reporting system (BARS) manuals and financial reporting packages.

(b) It shall make available to the department and the Washington state auditor's office, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The department may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the department not later than six months following the close of the fiscal year for which the audit was made.

(14) **Wage rates.** It shall include in all contracts in excess of two thousand five hundred dollars, or as outlined in WAC [296-127-050](#), for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages under the Washington State Prevailing Wages on Public Works Act, chapter [39.12](#) RCW, which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work. This shall be documented by a statement of intent to pay prevailing wages and an affidavit of wages paid.

(15) **Nondiscrimination requirements.** It shall prohibit discrimination in all phases of contracted employment, contracting activities and training pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Justice System Improvement Act of 1979, the Americans with Disabilities Act of 1990, the Civil Rights Restoration Act of 1987, 49 C.F.R. Part 21, chapter [49.60](#) RCW and other related laws and statutes.

(16) **Equal employment opportunity (EEO) responsibilities.** It shall comply with regulations relative to nondiscrimination in state-assisted programs of the department, which are herein incorporated by reference and made a part of this project. With regard to the work performed during the project, it shall not discriminate on the



grounds of race, color, gender, creed, national origin, age, sexual orientation, gender identity, marital status, disability or veteran status in the selection and retention of contractors, consultants and service providers, including procurement of materials and leases of equipment.

(17) **Veteran's preference.** It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to ensure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to honorably discharged military personnel who are veterans of any war of the United States, or of any military campaign for which a campaign ribbon shall have been awarded, and their widows or widowers, shall be preferred for appointment and employment. Age, loss of limb, or other physical impairment, which does not in fact incapacitate, shall not be deemed to disqualify them, provided they possess the capacity necessary to discharge the duties of the position involved as defined in RCW 73.16.010. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

(18) **Conformity to plans and specifications.** It will execute the project subject to plans, specifications, and schedules approved by the department. Such plans, specifications, and schedules shall be submitted to the department prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the department, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the department, and incorporated into this grant agreement.

(19) **Construction inspection and approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the department for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the department and such work shall be in accordance with regulations and procedures prescribed by the department. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the department shall deem necessary.

(20) **Planning projects.** In carrying out planning projects:

(a) It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved by the department.

(b) It will furnish the department with reports pertaining to the planning project and planning work activities, as designated by the department.

(c) It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the state of Washington.

(d) It will make all material prepared in connection with this grant available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

(e) It will give the department unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

(f) It will grant the department the right to disapprove the sponsor's selection of specific consultants and their subcontractors to do all or any part of projects funded by this grant as well as the right to disapprove the proposed scope and cost of professional services.

(g) It will grant the department the right to disapprove the use of the sponsor's employees to do all or any part of the project.

(h) It understands and agrees that the department's approval of this project grant or the department's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the department to approve any pending or future application for an airport aid grant.

(21) **Operation and maintenance.** The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States or the state of Washington, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably

operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for nonaeronautical purposes must first be approved by the department. In furtherance of this assurance, the sponsor will have in effect arrangements for:

(a) Operating the airport's aeronautical facilities whenever required;

(b) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(c) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

(22) **Hazard removal and mitigation.** It assures that such terminal airspace under the appropriate category of Federal Air Regulation Part 77, 14 C.F.R. 77, as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards. Where hazards are on land owned by others, the sponsor will make every effort to coordinate with owners to mitigate airport hazards.

(23) **Compatible land use.** It shall, either by the acquisition and retention of property interest, in fee or easement, or by seeking enforcement of local zoning action, prevent the construction of any object which may constitute an incompatible land use such as residential encroachment, wildlife attractants, uses that emit smoke, steam, glare, or electromagnetic interference, and height hazards. Sponsor will take proactive measures to discourage incompatible land uses adjacent to the airport, to include a formal consultation with local jurisdictions on land use issues, and support and/or recommend land use regulations consistent with WSDOT best management practices found in WSDOT's *Airports and Compatible Land Use Guidebook*.

(24) **Economic nondiscrimination.**

(a) It will make the airport available as an airport for public use and without discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

(b) In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

(i) Furnish said services on a reasonable, nondiscriminatory, basis to all users thereof; and

(ii) Charge reasonable, and nondiscriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

(c) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

(d) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

(e) Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

(f) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation

operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to, maintenance, repair, and fueling) that it may choose to perform. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

(g) The sponsor may establish such reasonable, and nondiscriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

(25) **Exclusive rights.** It will not grant exclusive right for the use of the airport to any person(s) providing, or intending to provide, aeronautical services to the public. For purposes of this subsection, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if the following apply:

(a) It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services;

(b) If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities including, but not limited to, charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity existing at such an airport before the grant of any assistance under RCW 47.68.090; and

(c) It has received approval from the department.

(26) **Fee and rental structure.** It will maintain a competitive fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account factors such as the volume of traffic and economy of collection. No part of the state share of an airport development or airport planning project for which a grant is made under RCW 47.68.090 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

(27) **Airport revenues.** All revenues generated by the airport and any local taxes established after December 30, 1987, on aviation fuel, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this subsection:

(a) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

(b) If the department approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a twenty-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

(c) When requested by the department, the sponsor will obtain an audit that will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes, and indicate whether funds paid or transferred to the owner or operator were paid or transferred in a manner consistent with state law and any other applicable provision of law, including any regulation promulgated by the secretary. Any civil penalties or other

sanctions will be imposed for violation of this assurance in accordance with state law.

**(28) Reports and inspections.** It will:

(a) Submit to the department such annual or special financial and operations reports as the department may request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the department; for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the department upon request;

(b) In a format and time prescribed by the department, provide to the department and make available to the public following each of its fiscal years, an annual report listing in detail:

(i) All amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

(ii) All services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**(29) Use by government aircraft.** It will not charge the state or its agencies (except for those under contract), for limited but reasonable, nonroutine, search and rescue, law enforcement or public safety use of public landing and aircraft parking facilities. The sponsor may require written verification of an entity's official government business status, and notification prior to use of facilities.

**(30) Land for state facilities.** It will furnish without cost to the state of Washington for use in connection with any air traffic control or air navigation activities, or weather reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or for these same purposes, rights in buildings of the sponsor as the department considers necessary for construction, operation, and maintenance at state expense of space or facilities. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the department.

**(31) Airport layout plan.**

(a) It will provide airport layout plans (ALPs) as prescribed in WSDOT's *Aviation Grant Procedures Manual*. It will keep up-to-date at all times an airport layout plan of the airport showing:

(i) Boundaries of the airport and all proposed additions thereto, together with the boundaries of all off-site areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

(ii) The location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars, and roads), including all proposed extensions and reductions of existing airport facilities;

(iii) The location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

(iv) All proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the department which approval shall be evidenced by the signature of a duly authorized representative of the department on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations to the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the department and which might, in the opinion of the department, adversely affect the safety, utility, or efficiency of the airport.

(b) If a change or alteration in the airport or the facilities is made which the department determines adversely affects the safety, utility, or efficiency of any state-owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the department, the owner or operator will, if requested, by the department.

(i) Eliminate such adverse effect in a manner approved by the department; or

(ii) Bear all costs of relocating such property (or replacement thereof) to a site acceptable to the department and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of

operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the department's design standards beyond the control of the airport sponsor.

**(32) Disposal of land.**

(a) For land purchased under a grant for airport development purposes, it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the department an amount equal to the states' proportionate share of the fair market value of the land. The portion of the proceeds proportionate to the states' share of the cost of acquisition of such land will, upon application to the department, be reinvested or transferred to another eligible airport as prescribed by the department. The department shall give preference to the following, in descending order:

(i) Payment to the state of Washington for deposit in the aeronautics account; or

(ii) Reinvestment in an approved project that is eligible for grant funding under RCW 47.68.090.

(b) Land shall be considered to be needed for airport purposes under this assurance if:

(i) It may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land; and

(ii) The revenue from interim uses of such land contributes to the financial self-sufficiency of the airport.

(c) Disposition of such land will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

**(33) Engineering and design services.** It will award each contract, or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under WSDOT *Consultant Services Manual M-27-50.02* or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

**(34) Foreign market restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States trade representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction. Sponsors are encouraged to "Buy American" whenever feasible and appropriate.

**(35) Policies, standards, and specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the department and included in this grant, and in accordance with applicable state policies, standards, and specifications.

**(36) Relocation and real property acquisition.** It will be guided in acquiring real property, to the greatest extent practicable under state law, by the land acquisition policies in RCW 8.26.180.

**(37) Disadvantaged business enterprises.** The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any department-assisted contract or in the administration of its DBE program or the requirements of Governor's Executive Order 12-02.

**(38) Hangar construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long-term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose. For the purpose of this section, a long-term lease is defined as not to exceed fifty years.

Yakima Air Terminal - McAllister Field, YKM Washington  
Terminal Building Modernization Project Phase 1A - Construction  
AIP 3-53-0089-057-2024  
ANTICIPATED PROJECT SCHEDULE

	2024/2025				
	May	June	July	August	Sept
<b>Construction Phase</b>					
Preconstruction Meeting					
Construction					
Final Inspection and Acceptance					
Closeout Package					

ANTICIPATED SPENDING PLAN

	2023/2024				
	May	June	July	August	Sept
Construction Administration				40,000.00	80,000.00
Construction					500,000.00
Cumulative Total					
WSDOT Reimbursement					
Cum WSDOT Reimbursement					

Construction Administration	\$	700,000.00
Construction	\$	4,800,000.00



### Job Creations- Yakima Air terminal-McAllister Field

Yakima Air Terminal currently contributes \$484M in economic impact and 1,869 jobs to the region. This project will construct a new roof over most of the terminal building and will add \$8.6M in economic impact and 45 jobs as a result of construction. In addition, this roofing project will allow the airport to reopen the commercial kitchen and adjacent café space. This will provide three additional FTE jobs and \$450K in economic impact. These improvements pave the way for continued growth of passenger food service, with a coffee stand in the sterile area, and restoration of the full airport restaurant in a future phase. The roof project also sets the conditions for continued modernization of the terminal; expanding TSA screening, passenger sterile area, baggage claim, baggage screening, airline ticketing, and rental car services in future phases.



## **RESOLUTION NO. R-2023-169**

**A RESOLUTION** accepting the Passenger Facility Charge revenues from U.S. Department of Transportation.

**WHEREAS**, the City of Yakima (City) owns and operates an airport and airport facilities known as the Yakima Air Terminal-McAllister Field; and

**WHEREAS**, the City of Yakima has notified the Federal Aviation Administration of its intent to assess and collect Passenger Facility Charges authorized pursuant to 49 U.S.C. §40177 and 14 Code of Federal Regulations, Part 158 (City of Yakima Application No. PFC-23-21-C-00-YKM); and

**WHEREAS**, pursuant to the City application, federal statute and regulations referenced above, the revenues from the Passenger Facility Charges, up to a maximum of \$817,555.00, can be allocated and used by the City for the financing and construction of capital improvements and as the City's share of matching funds for construction of capital improvements to the Yakima Air Terminal-McAllister Field and its facilities; and

**WHEREAS**, the airport held an airline consultation meeting on October 20th, 2023 to review the Capital Improvement Projects and highlighted the need to collect and use Passenger Facility Charge funds in order to complete the planned Capital Improvement Projects and the airlines approved the collection of such funds; and

**WHEREAS**, the City Council finds and determines that such funds should be authorized, collected and used for such uses as stated in City of Yakima Application No. PFC-23-21-C-00-YKM, and that the City Manager should be authorized to prepare, execute, submit and administer any and all applications and documents necessary or appropriate to receive and use such funds for such purposes; and

**WHEREAS**, the City Council finds and determines that such approval and authorization serve the best interests of maintaining the vitality of the Yakima Air Terminal-McAllister Field as an important City asset, as well as promoting the general health, safety and welfare of the City's residents and those utilizing the Airport; now, therefore

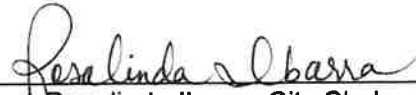
### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:**

1. The City Council hereby authorizes the receipt and use of funds in the maximum amount of \$817,555 Dollars, or such other amount as may become available from the Passenger Facility Charges authorized pursuant to City of Yakima Application No. PFC-23-21-C-00-YKM and applicable federal laws and regulations, to be used as appropriate by the City of Yakima as a direct source of funding, as well as for City required matching funds, in support of financing programs and grants for designated capital improvement projects for the Yakima Air Terminal-McAllister Field and its facilities.
2. The City Manager is hereby authorized to prepare, execute, submit and administer applications and documents necessary or appropriate to secure the funding authorized pursuant to Section 1 above, and to secure financing funds and grants using such funds as appropriate for City required matching funds for capital improvement projects for the Yakima Air Terminal-McAllister Field and its facilities.

**ADOPTED BY THE CITY COUNCIL** this 5<sup>th</sup> day of December, 2023.

ATTEST:

  
\_\_\_\_\_  
Janice Deccio, Mayor

  
\_\_\_\_\_  
Rosalinda Ibarra, City Clerk





U.S. Department  
of Transportation

**Federal Aviation  
Administration**

**Northwest Mountain Region**  
Colorado, Idaho, Montana  
Oregon, Utah, Washington,  
Wyoming

1601 Lind Avenue, S. W.  
Renton, Washington 98057

December 26, 2023

Mr. Jaime Vera  
Airport Operations and Maintenance Manager  
2406 W Washington Ave  
Suite B  
Yakima, WA 98908

Dear Mr. Jaime Vera,

**SUBJECT: Yakima Air Trml/McAllister Field  
Yakima, WA  
PFC Application 24-21-C-00-YKM  
Acknowledgement Letter**

In accordance with 49 U.S.C. § 40117, the Federal Aviation Administration (FAA) acknowledges your notice of intent to impose a PFC charge at Yakima Air Trml/McAllister Field (YKM) and to use PFC revenue at YKM. The authority to impose a PFC is contingent on your continued compliance with the terms of 49 U.S.C 40117, 14 Code of Federal Regulations (CFR) Part 158 and any conditions included in this letter.

Your notice of intent, submitted on December 6, 2023, has been assigned the following PFC Application Number: 24-21-C-00-YKM. The FAA does not have any particular objections to your notice of intent or proposed projects. Therefore, the FAA acknowledges that you will begin collecting a PFC at a \$ \$4.50 PFC level on December 1, 2027 and complete your collections on June 1, 2031. Furthermore, the FAA acknowledges that you will collect a total of \$817,555 in PFC revenue to for the following projects:

Project Title	Type	Level	Pay-as -you-go	Total
Terminal Building Modernization Project (Phase 1A - Design) (001)	Concurrent	\$4.50	\$133,000	\$133,000
Terminal Building Modernization (Phase 1A - Construction) (002)	Concurrent	\$4.50	\$555,555	\$555,555
Terminal Building Modernization (Phase 1B - Design) (003)	Concurrent	\$4.50	\$129,000	\$129,000

The FAA also acknowledges your proposal to exempt that class of air carrier defined as Nonscheduled/On-Demand Air Carriers, filing FAA Form 1800-31. that are operating at YKM from the requirement to collect the PFC. We request that you notify the carriers in this excluded class, which were listed in your notice of intent, of their exemption.

All public agencies collecting PFC's are subject to reporting, record keeping, and auditing requirements as described in 14 CFR Part 158, Subpart D (14 CFR section 158.61 et. seq.). Specifically, you are reminded that, pursuant to 158.67(c), at least annually during the period the PFC is collected, held or used, each public agency shall provide for an audit of its PFC account. After completion of your audit, please provide the Airport District Office (ADO) a copy of the audit.

Also be advised, that the ability to collect on PFC Application Number 24-21-C-00-YKM is governed by either the charge-expiration date, noted above, or when full collection authority (PFC collections plus interest) is reached - whichever comes first. Therefore, it is important to monitor your rate of collection and adjust your charge expiration date as necessary.

The charge effective date must be the first day of the month and must be at least 30 days from the date of this letter.

when you notify the air carriers and foreign air carriers to begin collecting PFCs. Also, you are responsible for coordinating any construction with the appropriate federal offices as you would with any non-federally funded construction.

Be advised, 14 CFR section 158.33(a)(1) requires you to implement your concurrent impose and use projects that the FAA has not objected to within 2 years of the date of this letter. 14 CFR section 158.33(a)(1) requires the public agency to begin implementation of a project no later than 2 years after receiving clearance to use PFC revenue on that project.

Finally, you must comply in accordance with your certification of 14 CFR Part 158 assurance number 9, standards and specifications and ensure PFCs are used only for eligible components, spaces and/or equipment.

Sincerely,

**JESSE A LYMAN**

Digitally signed by JESSE A  
LYMAN  
Date: 2023.12.26 11:12:42 -07'00'

Jesse Lyman, Acting Manager  
Planning, Environmental, and Financial Programs Branch



## FAA Airports

# Current FAA Advisory Circulars Required for Use in AIP Funded, BIL Funded, and PFC Approved Projects

Updated: 11/17/2022

View current and previous versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars) and  
[http://www.faa.gov/regulations\\_policies/advisory\\_circulars/](http://www.faa.gov/regulations_policies/advisory_circulars/).<sup>1</sup>

NUMBER	TITLE
70/7460-1M	Obstruction Marking and Lighting
150/5000-9B	Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B, Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13C	Development of State Aviation Standards for Airport Pavement Construction
150/5200-28G	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D, Changes 1 - 2	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C, Changes 1 - 2	Airport Emergency Plan
150/5200-33C	Hazardous Wildlife Attractants on or near Airports

<sup>1</sup> All grant recipients are responsible for reviewing errata sheets and addendums pertaining to these Advisory Circulars.

NUMBER	TITLE
150/5200-34A	Construction or Establishment of Landfills Near Public Airports
150/5200-38	Protocol for the Conduct and Review of Wildlife Hazard Site Visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23A	Frangible Connections
150/5220-24	Airport Foreign Object Debris (FOD) Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5230-4C	Aircraft Fuel Storage, Handling, Training, and Dispensing on Airports
150/5300-13B	Airport Design
150/5300-14D	Design of Aircraft Deicing Facilities
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects

NUMBER	TITLE
150/5300-16B	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C, Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B, Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5300-19	Airport Data and Information Program
150/5320-5D	Airport Drainage Design
150/5320-6G	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5D	Standardized Method of Reporting Airport Pavement Strength - PCR
150/5340-1M, Change 1	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18G, Change 1	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Specifications for Airport Lighting Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons

NUMBER	TITLE
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26E	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27F	FAA Specification for Wind Cone Assemblies
150/5345-28H	Precision Approach Path Indicator (PAPI) Systems
150/5345-39E	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42J	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction



NUMBER	TITLE
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

**THE FOLLOWING ADDITIONAL ADVISORY CIRCULARS APPLY TO AIP AND BIL PROJECTS ONLY**

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5100-21	State Block Grant Program
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects

**RESOLUTION NO. R-2023-170**

**A RESOLUTION** authorizing a grant application for the Yakima Air Terminal Building Modernization project to the Federal Aviation Administration (FAA) for Capital Improvement Projects at the Yakima Air Terminal-McAllister Field.

**WHEREAS**, the City owns and operates the Yakima Air Terminal-McAllister Field in accordance with applicable Federal, State, and Local regulations; and

**WHEREAS**, the Federal Aviation Administration makes federal grants available to airports to maintain and improve airport facilities; and

**WHEREAS**, the Yakima Air Terminal-McAllister Field has been notified that grant funds may be available to maintain and/or improve the airport upon submission of completed grant applications and satisfaction of certain conditions; and

**WHEREAS**, the Yakima Air Terminal-McAllister Field has recently completed an Airport Master Plan Update, which details a variety of Federal Aviation Administration required capital improvement projects, including construction and extension of the airport's Terminal Facility's infrastructure. Terminal Building Modernization Project - Phase 1A will include the design, construction and bidding services.

**WHEREAS**, the grant application will request a total of approximately Five Million Dollars (\$5,000,000) dollars in Supplemental Discretionary funding administered by the Federal Aviation Administration, of which the Federal Aviation Administration will provide up to 90% of the funds needed for capital improvements and the airport will match amount of \$555,556 through its Passenger Facility Charge program for said projects.

**WHEREAS**, the City Council deems it to be in the best interest of the City and its residents to authorize submission of the grant application to the Federal Aviation Administration for grant funds needed to accomplish the identified capital improvements and, if grant funds are awarded, to accept the funds for the purposes identified in the grant application, now, therefore,


**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:**

The City Manager is hereby authorized and directed to submit a completed grant application to the Federal Aviation Administration for the Yakima Air Terminal Building Modernization project for the Yakima Air Terminal-McAllister Field.

If grant funds are awarded, the City Manager is further authorized and directed to accept and spend said grant funds to be applied to the purposes specified above.

**ADOPTED BY THE CITY COUNCIL** this 5th day of December, 2023.

ATTEST:

  
Rosalinda Ibarra, City Clerk



  
Janice Deccio, Mayor



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.K.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Resolution authorizing an agreement with Yakima County for the award of \$3 million of ARPA funds for the construction of the Aquatic Center at MLK Jr. Park

**SUBMITTED BY:** Scott Schafer, Director of Public Works  
\*Ken Wilkinson, Parks and Recreation Manager

**SUMMARY EXPLANATION:**

The City of Yakima (City) was awarded \$3,000,000 of American Rescue Plan Act (ARPA) funding from Yakima County to aid in the construction of the new Aquatic Center to be located at MLK Jr. Park.

Agreement No. 36786 between the City and Yakima County in conjunction with the American Rescue Plan, Corona Virus State and Local Fiscal Recovery Funds in the amount of \$3,000,000 has been enclosed for City Council review.

**ITEM BUDGETED:** Yes

**STRATEGIC PRIORITY:** Neighborhood and Community Building

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Adopt Resolution.

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution	4/12/2024	Resolution
<input type="checkbox"/> Contract	4/10/2024	Contract

## **RESOLUTION NO. R-2024-**

**A RESOLUTION** authorizing execution of an Agreement with Yakima County for a grant of \$3,000,000 through the American Rescue Plan Act for the construction of an Aquatic Center at MLK Jr. Park.

**WHEREAS**, the City of Yakima was awarded a \$3,000,000 grant from Yakima County in conjunction with the American Rescue Plan, Corona Virus State and Local Fiscal Recovery Funds Award to aid in the construction of a public Aquatic Center at MLK Jr. Park in Yakima, Washington; and

**WHEREAS**, a Committee comprised of City Council members, Park Commissioners, and community members was formed in 2018 to help identify a location for an east side community swimming pool to be built and City Council identified MLK Jr. Park as the desired location for a new aquatic facility; and

**WHEREAS**, the City Council voted in 2019 to move forward with a feasibility study; and

**WHEREAS**, the City received a \$1,000,000 grant from the Washington State Department of Commerce, through the Local & Community Projects Program to create plans, specifications and bid documents for the construction of an aquatic center at MLK Jr. Park; and

**WHEREAS**, the City of Yakima Parks and Recreation Division relies on fundraising efforts, grants, and donations to expand the scope of work needed for park improvements; and

**WHEREAS**, the City of Yakima parks are a benefit to the community, and add to the quality of life for those that utilize the parks; and

**WHEREAS**, Yakima County provided the City of Yakima a \$3,000,000 grant to assist in the construction of an Aquatic Center at MLK Jr. Park, a copy of the Agreement 36786 in conjunction with the American Rescue Plan is attached and hereto and incorporated herein by this reference; and

**WHEREAS**, the City Council finds that approval of such Grant Agreement is in the best interests of the City of Yakima and its residents and will promote the general health, safety and welfare; now, therefore

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:**

The City Council approves the Agreement and authorizes the City Manager, or their designee, to execute and administer such Agreement with Yakima County to execute and administer all applicable documents and agreements pursuant to such grant from Yakima County.

**ADOPTED BY THE CITY COUNCIL** this 16<sup>th</sup> day of April, 2024.

ATTEST:

---

Patricia Byers, Mayor

---

Rosalinda Ibarra, City Clerk

**AGREEMENT NO. 36786 BETWEEN YAKIMA COUNTY AND  
CITY OF YAKIMA IN CONJUNCTION WITH THE AMERICAN RESCUE  
PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS AWARD**

<b>1. Contracted Firm</b> City of Yakima 129 N 2nd Street Yakima, WA 98901		<b>2. Award Amount</b>  \$3,000,000.00		<b>3. Contractor is a:</b> <input checked="checked" type="checkbox"/> Subrecipient <input type="checkbox"/> Vendor	
<b>4. Contracted Firm Representative</b> Ken Wilkinson Parks and Recreation Manager 2301 Fruitvale Blvd Yakima, WA 98902 (509)576-6416 kenneth.wilkinson@yakimawa.gov		<b>5. Yakima County Financial Services</b> Craig Warner, Financial Services Director Yakima County 128 N. 2 <sup>nd</sup> St Rm 231 Yakima, WA 98901 509-574-1313 craig.warner@co.yakima.wa.us			
<b>6. Yakima County Contract Manager</b> Stefanie Truex, Sr Manager Yakima County 128 N. 2 <sup>nd</sup> St Rm 231 Yakima, WA 98901 509-574-1504 Stefanie.Truex@co.yakima.wa.us		<b>7. Start Date</b> <div style="text-align: right;">08/01/2023</div>			
		<b>8. End Date</b> <div style="text-align: right;">08/31/2026</div>			
		<b>9. ALN #</b> <div style="text-align: right;">21.027 – Coronavirus State and Local Fiscal Recovery Funds</div>			
		<b>10. Federal Agency:</b> <div style="text-align: right;">U.S. Department of Treasury</div>			
<b>11. UEI #</b> FJNNX1XFJ9K3	<b>12. Contract Number</b> ARPA-36786	<b>13. Fain Number</b> SLFRP2815	<b>14. Federal Award Date</b> 06/02/2021		
<b>15. Contract Purpose &amp; Description:</b> The American Rescue Plan (ARP) /Coronavirus State and Local Fiscal Recovery Funds (SLFRF) requires that the payments from the Coronavirus State and Local Fiscal Recovery Funds be used to cover expenses: (1) that respond to the COVID-19 public health emergency or its' negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality; (2) that respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers; (3) for the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent fiscal year prior to the emergency; and (4) that make necessary investments in water, sewer, or broadband infrastructure.					
<b>16. IN WITNESS WHEREOF YAKIMA COUNTY and the AGENCY NAME</b> acknowledge and accept the terms of this AGREEMENT, including all referenced Exhibits and Attachments which are hereby incorporated in and made a part hereof, and have executed this AGREEMENT as of the date below. This AGREEMENT Face Sheet; Statement of Work (Exhibit A); Budget (Exhibit B); and all other documents, exhibits and attachments expressly referenced and incorporated herein contain all the terms and conditions agreed upon by the parties and govern the rights and obligations of the parties to this AGREEMENT. No other understandings, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind any of the parties hereto.					
<b>FOR THE CONTRACTED FIRM:</b>  Signature _____ Date _____  Dave Zabell  Name _____  Interim City Manager  Title _____		<b>BOARD OF COUNTY COMMISSIONERS</b>  _____ Amanda McKinney, Chairman  _____ Kyle Curtis, Commissioner  _____ LaDon Linde, Commissioner			
<b>Approved as to Form:</b>  _____ Yakima County Deputy Prosecuting Attorney		<b>DATED</b> _____ <b>Agreement Number:</b> _____ Attest: _____ Julie Lawrence, Clerk of the Board			

(FACE SHEET)

**WHEREAS**, pursuant to the provisions of the Revised Code of Washington (RCW) §36.32.120(6), the Board of County Commissioners has the care of County property and the management of County funds and business; and

**WHEREAS**, this AGREEMENT is entered into between the local government ARPA recipient YAKIMA County (herein call COUNTY) and City of Yakima (herein called FIRM).

**NOW, THEREFORE**, in consideration of the mutual promises and conditions set forth herein, the parties mutually agree as follows:

#### **SECTION NO. 1: SERVICES**

FIRM shall provide those services set forth in the Scope of Work attached hereto as Attachment “A” consisting of one page and is incorporated herein by reference. Services provided by FIRM shall be performed to the standard set by the County Representative, listed on the contract.

#### **SECTION NO. 2: FINANCIAL REQUIREMENTS**

FIRM agrees to comply with all applicable state and federal laws, rules, regulations, requirements and program guidance identified or referenced in this AGREEMENT, and the federal regulations and any executive orders commonly applicable to federal grants.

#### **SECTION NO. 3: TERM**

The term of this AGREEMENT shall commence as of the start date on the FACE SHEET and shall terminate on the end date on the FACE SHEET.

#### **SECTION NO. 4: RELATIONSHIP OF THE PARTIES**

The PARTIES intend that an independent contracted FIRM relationship will be created by this AGREEMENT. FIRM and/or employees, agents or any subrecipient to this contracted FIRM performing under this AGREEMENT are not employees or agents of the COUNTY in any manner whatsoever. FIRM will not be presented as, nor claim to be, an officer or employee of the COUNTY by reason of this AGREEMENT nor will FIRM make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the COUNTY by reason of this AGREEMENT, including but not limited to, Workmen’s Compensation coverage, unemployment insurance benefits, social security benefits, retirement membership or credit, or privilege or benefit which would accrue to a civil service employee under Chapter 41.06 RCW.

The above section requirements shall not be applicable if the Firm is a Yakima County department.

## **SECTION NO. 5: COMPLIANCE WITH LAWS**

FIRM and the COUNTY agree that all activity pursuant to this AGREEMENT will be in accordance with all applicable current federal, state and local laws, rules and regulations. As a recipient of federal financial assistance under this AGREEMENT, FIRM shall comply with all applicable state and federal statutes, regulations, executive orders and guidelines, including but not limited to the following:

- A. FIRM must comply with the Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, 42 U.S.C. 12101 et seq. and its implementing regulations also referred to as the ADA 28 CFR Part 35. The ADA provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services and telecommunications.
- B. FIRM shall solely comply with any and all applicable federal, state and local laws, regulations, executive orders, OMB Circulars and/or policies and the COUNTY will not be responsible for determining FIRM's compliance. This obligation includes, but is not limited to: nondiscrimination laws and/or policies, Energy Policy and Conservation Act (PL 94-163, as amended), the Americans with Disabilities Act (ADA), Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Civil Rights Act of 1968, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, (PL 93-288, as amended), Ethics in Public Services (RCW 42.52), Covenant Against Contingent Fees (48 CFR Section 52.203-5), Public Records Act (RCW 42.56), Prevailing Wages on Public Works (RCW 39.12), State Environmental Policy Act (RCW 43.21C), Shoreline Management Act of 1971 (RCW 90.58), State Building Code (RCW 19.27), Energy Related Building Standards (RCW 19.27A), Provisions in Buildings for Aged and Handicapped Person (RCW 70.92), and safety and health regulations.

FIRM shall comply with all applicable federal/state non-discrimination laws, regulations and policies and the COUNTY will not be responsible for determining FIRM's compliance. No person shall on the grounds of age, race, creed, color, sex, sexual orientation, religion, national origin, marital status, honorably discharged veteran or military status, or disability (physical, mental or sensory) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded in whole or in part, under this AGREEMENT.

In the event of noncompliance or refusal to comply with any applicable law, regulation, executive order, OMB Circular or policy by FIRM, the COUNTY may rescind, cancel or terminate the AGREEMENT in whole or in part in its sole discretion. FIRM is responsible for all costs or liability arising from its failure to comply with application laws, regulations, executive orders, OMB Circulars or policies.

## **SECTION NO. 6: EQUAL OPPORTUNITY TREATMENT FOR FAITH-BASED ORGANIZATIONS**

FIRM agrees to comply with the applicable requirements of 28 CFR Part 38.

## **SECTION NO. 7: NEW CIVIL RIGHTS PROVISION**



FIRM shall comply with the Violence Against Women Reauthorization Act of 2013 provision that prohibits recipients from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by this AGREEMENT and the COUNTY will not be responsible for determining FIRM's compliance.

**SECTION NO. 8: LIMITED ENGLISH PROFICIENCY (CIVIL RIGHTS ACT OF 1964 TITLE VI)**

FIRM must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that subrecipients of federal financial assistance take reasonable steps to provide meaningful access to persons with Limited English Proficiency (LEP) to their programs and services and the COUNTY will not be responsible for determining FIRM's compliance. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. Department of Homeland Security (DHS) published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768 (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. Assistance and information regarding language access obligations can be accessed at DHS Recipient Guidance at <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**SECTION NO. 9: EQUAL EMPLOYMENT OPPORTUNITY PROGRAM (EEOP)**

FIRM will determine whether it is required to formulate an Equal Employment Opportunity Program (EEOP), in accordance with 28 C.F.R. 42.301 et. seq. If FIRM is not required to formulate an EEOP, it will submit a certification to the Office of Civil Rights (OCR) and the COUNTY indicating that it is not required to develop an EEOP and the COUNTY will not be responsible for determining FIRM's compliance.

If FIRM is required to develop an EEOP but not required to submit the EEOP to the OCR, FIRM will certify in writing to the COUNTY that it has an EEOP on file which meets the applicable requirements. If FIRM is awarded a grant of \$500,000 or more and has 50 or more employees, it will submit a copy of its EEOP to the OCR and the COUNTY. Non-profit organizations, federally recognized Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. A copy of the certification will also be submitted to the COUNTY. Information about civil rights obligations of grantees can be found at <http://www.opj.usdoj.gov/program/civil-rights/overview>.

**SECTION NO. 10: CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY AND VOLUNTARY EXCLUSION – PRIMARY AND LOWER TIER COVERED TRANSACTION**

- A. FIRM, defined as the primary participant and its principal, certifies by signing these General Terms and Conditions that to the best of its knowledge and belief that they:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  2. Have not within a three-year period preceding this AGREEMENT, been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice;
  3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
  4. Have not within a three (3) year period preceding the signing of this AGREEMENT had one or more public transactions (Federal, state, or local) terminated for cause of default.
- B. Where FIRM is unable to certify to any of the statements in this AGREEMENT, FIRM shall attach an explanation to this AGREEMENT.
- C. FIRM agrees by signing this AGREEMENT that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the COUNTY.
- D. FIRM further agrees by signing this AGREEMENT that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," as follows, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:

#### **LOWER TIER COVERED TRANSACTIONS**

- a) The lower tier grantee certifies, by signing this AGREEMENT that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
  - b) Where the lower tier grantee is unable to certify to any of the statements in this AGREEMENT, such grantee shall attach an explanation to this AGREEMENT.
- E. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, person, primary covered transaction, principal, and voluntarily excluded**, as used in this section, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the COUNTY for assistance in obtaining a copy of these regulations.

#### **SECTION NO. 11: COMPENSATION/REIMBURSEMENT/INVOICING PROCEDURES**

- A. The COUNTY shall reimburse FIRM an amount up to and not exceeding the award amount referenced on the face sheet. This reimbursement amount is based upon the budget line items set forth in Exhibit "B", attached hereto consisting of two pages and hereby incorporated herein by reference. There will be no initial payment.

- B. The COUNTY shall make no payments in advance or in anticipation of goods or services to be provided under this AGREEMENT. FIRM shall not invoice the COUNTY in advance of delivery and invoicing of such goods or services.
- C. FIRM will submit monthly reimbursement requests to the COUNTY by detailing the expenditures for which reimbursement is sought. Payment for the expenditures will only occur if the request is submitted with the appropriate supporting documentation, including, but not limited to timesheets and time/effort certifications. Requests for reimbursement shall be uploaded directed to COUNTY ARP portal.
- D. In conjunction with each reimbursement request, FIRM shall certify that services performed under this AGREEMENT do not duplicate any services charged against any other grant, subgrant, or other funding source.
- E. Unless otherwise set forth in the bid, quote, submittal, and accepted by the COUNTY in the AGREEMENT, payment shall be timely if made by the COUNTY no later than thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by FIRM.
- F. The pricing submitted by FIRM and accepted by the COUNTY is inclusive of applicable payment terms, as well as, any and all fees incurred by FIRM in accepting payment. No additional fees or charges shall apply, unless otherwise preapproved by the COUNTY.
- G. Contract pricing (fees, commissions, mark-ups, etc.) will remain firm for the duration of this AGREEMENT.
- H. Eligible invoice reimbursement documentation must be dated on or after 03/03/2021.

#### **SECTION NO. 12: RECOVERY OF FUNDS**

Whenever, under the AGREEMENT, any sum of money shall be recoverable from or payable by FIRM to the COUNTY the same amount may be deducted from any sum due to FIRM under the AGREEMENT or under any other contract between FIRM and the COUNTY including reasonable attorney fees and or any other collection costs. The rights of the COUNTY are in addition and without prejudice to and do not waive, alter or affect any other right the COUNTY may have to claim the amount of any loss or damage suffered by the COUNTY on account of the acts or omissions of FIRM.

#### **SECTION NO. 13: INDEPENDENT AUDIT REQUIREMENTS**

- A. FIRM shall have an annual independent fiscal audit conducted of its financial statement and condition, regarding the performance of the Agreement, readily delineating ARP/SLFRF funds.
  - 1. FIRM shall submit its audit report, including any "Management Letter" and/or all other correspondences referred to in the audit report, along with FIRM's response to the audit and a corrective action plan, if any, no later than six (6) months after the end of FIRM's fiscal year. FIRM hereby consents to COUNTY's receipt and review of the independent auditor's working papers, upon request by the COUNTY.
  - 2. Failure to engage auditors and provide proof of such engagement shall be considered contractual non-performance and may result in corrective action and withholding of payment.

3. If, under separate agreement, FIRM is required to provide a 2 CFR Part 200 annual audit, which, at a minimum, meets the requirements of this AGREEMENT, then compliance with the other separate agreement will also serve as compliance with the Agreement, provided that said audit is provided to the COUNTY.

#### **SECTION NO. 14: SINGLE AUDIT ACT REQUIREMENTS**

- A. Non-federal entities, as subrecipients of a federal award, that expend \$750,000 or more in one fiscal year of federal funds from all sources, direct and indirect, are required to have a single or a program-specific audit conducted in accordance with 2 CFR Part 200 Subpart F. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in 2 CFR Part 200 Subpart F. The term “non-federal entity,” as defined in 2 CFR Part 200, means a State, local government, Indian tribe, institution of higher education, or non-profit organization, that carries out a federal award as a recipient or subrecipient.
- B. If FIRM is required to have an audit, it must ensure the audit is performed in accordance with Generally Accepted Government Auditing Standards (GAGAS) as found in the Government Auditing Standards (the Revised Yellow Book) developed by the United States Comptroller General and the OMB Compliance Supplement. FIRM has the responsibility of notifying its auditor and requesting an audit in compliance with 2 CFR Part 200 Subpart F, to include the Washington State Auditor’s Office, a federal auditor, or a public accountant performing work using GAGAS, as appropriate. Costs of the audit may be an allowable grant expenditure as authorized by 2 CFR Part 200.425.
- C. FIRM shall maintain auditable records and accounts to facilitate the audit requirement and shall ensure that any sub-recipients to the contracted FIRM also maintain auditable records. FIRM is responsible for any audit exceptions incurred by its own organization or of its sub-recipients. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report.
- D. FIRM must respond to the COUNTY’s requests for information or corrective action concerning audit issues or findings within thirty (30) days of the date of request. The COUNTY reserves the right to recover from FIRM all disallowed costs resulting from the audit.
- E. Once the single audit has been completed and if it includes any audit findings, FIRM must send a full copy of the audit and its corrective action plan to the COUNTY at the following addresses no later than nine (9) months after the end of FIRM’s fiscal year(s):

**Stefanie Truex  
Senior Manager  
Yakima County  
128 N. 2<sup>nd</sup> St Rm 231  
Yakima, WA 98901**

- F. If FIRM claims it is exempt from the audit requirements of 2 CFR Part 200 Subpart F, FIRM must send a completed “2 CFR Part 200 Subpart F Audit Certification Form” to the COUNTY at the address listed above identifying this AGREEMENT and explaining the criteria for exemption no later than nine (9) months after the end of the FIRM’s fiscal year(s).
- G. The COUNTY retains the sole discretion to determine whether a valid claim for an exemption

from the audit requirements of this provision has been established.

- H. FIRM shall include the above audit requirements in any sub-contracts.
- I. Conducting a single or program-specific audit in compliance with 2 CFR Part 200 Subpart F is a material requirement of this AGREEMENT. In the absence of a valid claim of exemption from the audit requirements of 2 CFR Part 200 Subpart F, FIRM's failure to comply with said audit requirements may result in one or more of the following actions in the COUNTY's sole discretion: a percentage of federal awards being withheld until the audit is completed in accordance with 2 CFR Part 200 Subpart F; the withholding or disallowing of overhead costs; and, the suspension of federal awards until the audit is conducted.

#### **SECTION NO. 15: VENUE STIPULATION**

This AGREEMENT shall be construed and enforced in accordance with, and the validity and performance shall be governed by the laws of the state of Washington. Venue of any suit between the PARTIES arising out of this AGREEMENT shall be the Superior Court of Yakima County, Washington. FIRM, by execution of this AGREEMENT, acknowledges the jurisdiction of the courts of the State of Washington.

#### **SECTION NO. 16: SEVERABILITY**

If any court of rightful jurisdiction holds any provision or condition of this AGREEMENT or its application to any person or circumstances invalid, this invalidity does not affect other provisions, terms or conditions of the AGREEMENT, which can be given effect without the invalid provision. To this end, the terms and conditions of this AGREEMENT are declared severable.

#### **SECTION NO. 17: AMENDMENTS AND MODIFICATIONS**

- A. FIRM and/or the COUNTY may request, in writing, an amendment or modification of this AGREEMENT. However, such amendment or modification shall not be binding, take effect or be incorporated herein until made in writing and signed by the authorized representatives of the COUNTY and FIRM. No other understandings or agreements, written or oral, shall be binding on the parties.
- B. The COUNTY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by FIRM of the COUNTY's notification of a contemplated change, FIRM shall (1) if requested by the COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect FIRM's ability to meet the completion dates or schedules of this AGREEMENT.
- C. If the COUNTY so instructs in writing, FIRM shall suspend work on that portion of the Work affected by a contemplated change, pending the COUNTY's decision to proceed with the change.
- D. If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment and FIRM shall not commence work on any such change until such written amendment has been issued and signed by each of the PARTIES.

## **SECTION NO. 18: CERTIFICATION REGARDING RESTRICTIONS ON LOBBYING**

As required by 44 CFR Part 18, FIRM hereby certifies that to the best of its knowledge and belief: (1) no federally appropriated funds have been paid or will be paid by or on behalf of FIRM to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement; (2) that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this AGREEMENT, FIRM will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; (3) and that, as applicable, FIRM will require that the language of this certification be included in the award documents for all subawards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

## **SECTION NO. 19: PERSONNEL**

- A. FIRM represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this AGREEMENT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- B. All of the services required herein shall be performed by FIRM or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized, licensed or permitted under state and local law to perform such services.
- C. Any changes or substitutions on FIRM's key personnel as may be listed herein must be made known to the COUNTY's Contract Manager prior to execution, and written approval granted by the COUNTY before said change or substitution can become effective.
- D. FIRM warrants that all services shall be performed by skilled and competent personnel who shall meet or exceed the professional standards in the field(s) of the work and that services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the work.

## **SECTION NO. 20: TAXES, FEES, AND LICENSES**

Unless otherwise provided in this AGREEMENT, FIRM shall be responsible for paying and maintaining the current status of all taxes, unemployment contributions, fees, licenses, assessments, permit charges and expenses of any other kind for FIRM required by statute or regulation that are applicable to the AGREEMENT performance.

## **SECTION NO. 21: CONFLICT OF INTEREST**

No officer or employee or governing body member of the COUNTY or FIRM exercising any functions or responsibilities with respect to the project during his or her tenure, shall have any personal or pecuniary gain or interest, direct or indirect, in any contract, subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this AGREEMENT.

The COUNTY may, in its sole discretion, by written notice to FIRM terminate this AGREEMENT if it is found after due notice and examination by the COUNTY that there is a violation of the Conflict of Interest provisions contained within this AGREEMENT.

In the event this AGREEMENT is terminated as provided in this conflict of interest clause, the COUNTY shall be entitled to pursue the same remedies against FIRM as it could pursue in the event of a breach of the AGREEMENT by FIRM. The rights and remedies of the COUNTY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the COUNTY makes any determination under this clause shall be an issue and may be reviewed as provided in the "Disputes" clause of this AGREEMENT.

## **SECTION NO. 22: CONTRACTED FIRM SUB-RECIPIENT**

The FIRM shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to the subcontracts.

Every subcontract prepared by FIRM regarding this AGREEMENT shall bind the sub-recipient to follow all applicable terms of this AGREEMENT. FIRM shall be responsible to the COUNTY if the sub-recipient fails to comply with any applicable term or condition of this AGREEMENT. FIRM shall appropriately monitor the activities of the sub-recipient to ensure fiscal conditions of this AGREEMENT. In no event shall the existence of a subcontract operate to release or reduce the liability of FIRM to the COUNTY for any breach in the performance of FIRM's duties.

Every subcontract written related to this AGREEMENT shall include a term that the COUNTY is not liable for claims or damages arising from a subcontractor's performance of the subcontract.

## **SECTION NO. 23: PROCUREMENT**

FIRM shall comply with all procurement requirements of 2 CFR Part 200.318 through 200.326 and all of FIRM's procurement policies and procedures.

## **SECTION NO. 24: EQUIPMENT, REAL PROPERTY, AND SUPPLY MANAGEMENT (IF APPLICABLE)**

- A. "Equipment and Real Property Management. Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose, unless stated otherwise by Treasury. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non Federal entity, consistent with any guidance that Treasury may issue. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations."
- B. FIRM and any non-federal entity to which FIRM makes a subaward shall comply with 2 CFR

200.318 – 200.326 when procuring any equipment or supplies under this AGREEMENT, 2 CFR 200.313 for management of equipment, and 2 CFR 200.314 for management of supplies, to include, but not limited to:

1. Upon successful completion of the terms of this AGREEMENT, all equipment and supplies purchased through this AGREEMENT will be owned by FIRM, or a recognized non-federal entity to which FIRM has made a subaward, for which a contract, subrecipient grant agreement, or other means of legal transfer of ownership is in place;
2. All equipment, and supplies as applicable, purchased under this AGREEMENT will be recorded and maintained in FIRM's inventory system;
3. Inventory system records shall include:
  - a. A description of the property;
  - b. The manufacturer's serial number, model number, or other identification number;
  - c. The funding source for the equipment, including the Federal Award Identification Number (FAIN);
  - d. The Assistance Listings Number [formerly Catalog of Federal Domestic Assistance (CFDA) number];
  - e. The identity of the entity who holds the title;
  - f. The acquisition date;
  - g. The cost of the equipment and the percentage of federal participation in the cost;
  - h. The location, use, and condition of the equipment at the date the information was reported; and
  - i. The disposition data including the date of disposal and sale price of the property.
4. FIRM must take a physical inventory of the equipment, and supplies as applicable, and reconcile the results with the property records at least once every two (2) years. Any differences between quantities determined by the physical inspection and those shown in the records shall be investigated by FIRM to determine the cause of the difference. FIRM shall, in connection with the inventory, verify the existence, current utilization, and continued need for the equipment.
5. FIRM shall be responsible for any and all operational and maintenance expenses and for the safe operation of their equipment and supplies including all questions of liability. Further, if applicable, FIRM shall develop appropriate maintenance schedules and procedures to ensure the equipment, and supplies as applicable, are well-maintained and kept in good operating condition.
6. FIRM must develop a control system to ensure adequate safeguards to prevent loss, damage, and theft of the property. Any loss, damage or theft shall be investigated and a report generated and sent to the COUNTY.
7. FIRM shall obtain and maintain all necessary certifications and licenses for the equipment.
8. If FIRM is authorized or required to sell the property, proper sales procedures shall be established and followed to ensure the highest possible return. For disposition, if upon



termination or at the AGREEMENT end date, when original or replacement supplies or equipment acquired under a federal award are no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, FIRM shall comply with the following procedures:

- a. For Supplies: If there is a residual inventory of unused supplies exceeding \$5,000 in total aggregate value upon termination or completion of the project or program and the supplies are not needed for any other federal award, FIRM shall retain the supplies for use on other activities or sell them, but shall, in either case, compensate the federal government for its share. The amount of compensation must be computed in the same manner as for equipment.
- b. For Equipment:
  1. Items with a current per-unit fair-market value of \$5,000 or less may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency; or
  2. Items with a current per-unit fair-market value in excess of \$5,000 may be retained or sold. FIRM shall compensate the federal-sponsoring agency in accordance with the requirements of 2 CFR 200.313 (e)(2).
9. Records for equipment shall be retained by FIRM for a period of six (6) years from the date of disposition, replacement, or transfer. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by FIRM until all litigation, claims, or audit findings involving the records have been resolved.
- C. Unless expressly provided otherwise, all equipment shall meet all mandatory regulatory and/or federal adopted standards to be eligible for purchase using Federal award funds.
- D. As a subrecipient of federal funds, FIRM shall pass on equipment and supply management requirements that meet or exceed the requirements outlined above to any non-federal entity to which FIRM makes a subaward of federal award funds under this AGREEMENT.

## **SECTION NO. 25: DISPUTE RESOLUTION**

Except as otherwise provided in this AGREEMENT, when a bona fide dispute arises between the parties and it cannot be resolved through discussion and negotiation, either party may request a dispute resolution panel to resolve the dispute. For the purpose of this AGREEMENT, disputes shall not include the following: 1) failure to fulfill in a timely and proper manner the obligations contained within this AGREEMENT, 2) financial insolvency or in a financial condition so as to endanger the performance contained within the AGREEMENT or 3) violation of any laws or regulations that renders FIRM unable to perform any aspect of the AGREEMENT. A request for a dispute resolution panel shall be in writing, shall state the disputed issue(s), shall state the relative positions of the parties and shall be sent to all parties. The panel shall consist of a representative appointed by the COUNTY, a representative by FIRM and a third party mutually agreed upon by both parties, who shall be a member in good standing of the Washington State Bar Association with a minimum of ten (10) years' relevant experience. In the event that the parties are unable to reach agreement on the third panel member the dispute over such member the appointment issue shall be submitted to the Yakima County Superior whom shall have the authority to appoint any person as the third panel member with relevant experience and licensure as set forth above. The panel shall by majority vote, resolve the

dispute. Each party shall bear the cost for its panel member and its own attorney fees and costs and share equally the cost of the third panel member. The decision of the Panel shall be final and binding upon the parties. The Panel shall be governed by the duly promulgated rules and regulations of the American Arbitration Association or its successor, and RCW 7.04A. The situs of any proceeding before the panel shall occur in Yakima County, Washington. The decision of the panel may be entered as a judgment in any court of the State of Washington or elsewhere.

#### **SECTION NO. 26: INDEMNIFICATION**

The COUNTY shall protect, defend, indemnify, and hold harmless FIRM while acting within the scope of this AGREEMENT as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property). The COUNTY will not be required to indemnify, defend, or save harmless FIRM if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of FIRM. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

FIRM agrees to protect, defend, indemnify, and hold harmless the COUNTY, its officers, officials, employees, and agents while acting within the scope of their employment as such, from any and all costs, claims, judgments and/or awards of damages (both to persons and/or property). FIRM will not be required to indemnify, defend, or save harmless the COUNTY if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of COUNTY. Where such claims, suits, or actions result from the concurrent negligence of both PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of each Party's own negligence.

The COUNTY and FIRM agree that the obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any COUNTY employees or agents or FIRM while performing work authorized under this AGREEMENT. For this purpose, the COUNTY and FIRM, by mutual negotiation, hereby waive any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions of chapter 51.12 RCW.

These indemnifications and waiver shall survive the termination of this AGREEMENT.

#### **SECTION NO. 27: SUCCESSIONS AND ASSIGNS**

- A. The COUNTY and FIRM each bind itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this AGREEMENT. Except as above, neither the COUNTY nor FIRM shall assign, sublet, convey, or transfer its interest in this AGREEMENT without the written consent of the other.
- B. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the

COUNTY and FIRM.

**SECTION NO. 28: EXECUTION AND APPROVAL**

The signatories to this AGREEMENT represent that they have the authority to bind their respective organizations to this AGREEMENT. Only the PARTIES' authorized representatives shall have the express, implied or apparent authority to alter, amend, modify or waive any clause or condition of this AGREEMENT. Any alteration, amendment, modification, or waiver of any clause or condition of this AGREEMENT is not effective or binding unless made in writing and signed by both PARTIES' authorized representatives. Further, only the Authorized Signature representatives or the designee of the Authorized Signature representative shall have signature authority to sign reimbursement requests, time extension requests, amendment and modification requests, requests for changes to projects or work plans and other requests, and certifications and documents authorized by or required under this AGREEMENT.

**SECTION NO. 29: LOSS OR REDUCTION OF FUNDING**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this AGREEMENT and prior to normal completion or end date, the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM as a "Termination for Cause" without providing FIRM an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

The COUNTY shall have the unilateral power to determine by 08/31/2024 or any date after if this contract as a whole has the ability to be spent down completely by the contract end date referenced on the face sheet of this contract. In the event the County believes this contract will not be spent down by the contract end date the COUNTY may unilaterally reduce the scope of work and budget or unilaterally terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM as a "Termination for Cause" without providing FIRM an opportunity to cure. Alternatively, the PARTIES may renegotiate the terms of this AGREEMENT under "Amendments and Modifications" to comply with new funding limitations and conditions, although the COUNTY has no obligation to do so.

**SECTION NO. 30: NONASSIGNABILITY**

Neither this AGREEMENT, nor any claim arising under this AGREEMENT, shall be transferred or assigned by FIRM.

**SECTION NO. 31: NOTICES**

Except as provided to the contrary herein, all notices or other communications given hereunder shall be deemed given on: (i) the day such notices or other communications are received when sent by personal delivery; or (ii) the third day following the day on which the same have been mailed by first class delivery, postage prepaid addressed to the COUNTY or FIRM at the address set forth

on the FACE SHEET of this AGREEMENT for such Party, or at such other address as either Party shall from time-to-time designate by notice in writing to the other Party.

### **SECTION NO. 32: POLITICAL ACTIVITY**

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

### **SECTION NO. 33: RECORDS**

- A. FIRM agrees to maintain all books, records, documents, receipts, invoices and all other electronic or written records necessary to sufficiently and properly reflect FIRM's contracts, subawards, grant administration, and payments, including all direct and indirect charges, and expenditures in the performance of this AGREEMENT (the "records").
- B. FIRM's records relating to this AGREEMENT and the projects funded may be inspected and audited by the COUNTY and/or its designee, by the Office of the State Auditor, or by other state or federal officials authorized by law, for the purposes of determining compliance by FIRM with the terms of this AGREEMENT and to determine the appropriate level of funding to be paid under the AGREEMENT.
- C. The records shall be made available by FIRM for such inspection, and audit together with suitable space for such purpose, at any and all times during FIRM's normal working day.
- D. FIRM shall retain and allow access to all records related to this AGREEMENT and the funded project(s) for a period of at least six (6) years following final payment and closure of the grant under this AGREEMENT. If any litigation, claim, or audit is started before the expiration of the six (6) year period, the records shall be retained by FIRM until all litigation, claims, or audit findings involving the records have been resolved.

### **SECTION NO. 34: CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - 1. All material provided to FIRM by the COUNTY that is designated as "confidential" by the COUNTY;
  - 2. All material produced by FIRM that is designated as "confidential" by the COUNTY; and
  - 3. All personal information in the possession of FIRM that may not be disclosed under state or federal law. "Personal information" includes but is not limited to information related to a person's name, date of birth, health, finances, education, business, use of government services, addresses, telephone numbers, social security number, driver's license number and other identifying numbers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- B. FIRM shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. FIRM shall use Confidential Information solely for the purposes of this AGREEMENT and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of the

COUNTY or as may be required by law. FIRM shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, FIRM shall provide the COUNTY with its policies and procedures on confidentiality. The COUNTY may require changes to such policies and procedures as they apply to this AGREEMENT whenever the COUNTY reasonably determines that changes are necessary to prevent unauthorized disclosures. FIRM shall make the changes within the time period specified by the COUNTY. Upon request, FIRM shall immediately return to the COUNTY any Confidential Information that the COUNTY reasonably determines has not been adequately protected by FIRM against unauthorized disclosure, and FIRM shall ensure destruction of any and all retained copies of such CONFIDENTIAL materials after the period of retention of records required herein.

- C. Unauthorized Use or Disclosure. FIRM shall notify the COUNTY within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

#### **SECTION NO. 35: PROHIBITION AGAINST PAYMENT OF BONUS OR COMMISSION**

The funds provided under this AGREEMENT shall not be used in payment of any bonus or commission for the purpose of obtaining approval of the Grant which is the basis of funding this AGREEMENT or any other approval or concurrence under this AGREEMENT. Provided, however, that reasonable fees for bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as costs.

#### **SECTION NO. 36: PUBLICITY**

FIRM agrees not to publish or use any advertising or publicity materials in which the COUNTY's name is mentioned, or language used from which the connection with the COUNTY's name may reasonably be inferred or implied, without the prior written consent of the COUNTY.

#### **SECTION NO. 37: TERMINATION FOR CONVENIENCE**

Notwithstanding any provisions of this AGREEMENT, FIRM may terminate this AGREEMENT by providing written notice of such termination to the COUNTY's Key Personnel identified in the AGREEMENT, specifying the effective date thereof, at least thirty (30) days prior to such date.

Except as otherwise provided in this AGREEMENT, the COUNTY, in its sole discretion and in the best interests of the COUNTY, may terminate this AGREEMENT in whole or in part by providing thirty (30) calendar days' written notice, beginning on the third day after mailing to FIRM. Upon notice of termination for convenience, the COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments pending calculation of any amounts owed FIRM pursuant to Section No. 38 below, or prohibit FIRM from incurring additional obligations of funds. In the event of termination, FIRM shall be liable for all damages as authorized by law. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law.

#### **SECTION NO. 38: TERMINATION OR SUSPENSION FOR CAUSE**

In the event the COUNTY, in its sole discretion, determines FIRM has failed to fulfill in a timely and proper manner its obligations under this AGREEMENT, is in an unsound financial condition so as to endanger performance hereunder, is in violation of any laws or regulations that renders FIRM unable to perform any aspect of the AGREEMENT, or has violated any of the covenants, agreements or stipulations of this AGREEMENT, the COUNTY has the right to immediately suspend or terminate this AGREEMENT in whole or in part.

The COUNTY shall, except as otherwise provided herein, notify FIRM in writing of the need to take corrective action and provide a period of time in which to cure. The COUNTY is not required to allow FIRM an opportunity to cure if it is not feasible as determined solely within the COUNTY'S discretion. Any time allowed for cure shall not diminish or eliminate FIRM's liability for damages or otherwise affect any other remedies available to the COUNTY. If the COUNTY allows FIRM an opportunity to cure, the COUNTY shall notify FIRM in writing of the need to take corrective action. If the corrective action is not taken within ten (10) calendar days or as otherwise specified by the COUNTY, or if such corrective action is deemed by the COUNTY to be insufficient, the AGREEMENT may be terminated in whole or in part.

The COUNTY reserves the right to suspend all or part of the AGREEMENT, withhold further payments, pending calculation of any amounts owed FIRM pursuant to Section No. 39 below, or prohibit FIRM from incurring additional obligations of funds during investigation of the alleged compliance breach, pending corrective action by FIRM, if allowed, or pending a decision by the COUNTY to terminate the AGREEMENT in whole or in part. In the event of termination for cause, FIRM shall be liable for all damages as authorized by law, including but not limited to, any cost difference between the original AGREEMENT and the replacement or cover AGREEMENT and all administrative costs directly related to the replacement AGREEMENT, e.g., cost of administering the competitive solicitation process, mailing, advertising and other associated staff time. The rights and remedies of the COUNTY provided for in this section shall not be exclusive and are in addition to any other rights and remedies provided by law. If it is determined that FIRM: (1) was not in default or material breach, or (2) failure to perform was outside of FIRM's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience."

### **SECTION NO. 39: TERMINATION PROCEDURES**

In addition to the procedures set forth below, if the COUNTY terminates this AGREEMENT, FIRM shall follow any procedures specified in the termination notice. Upon termination of this AGREEMENT and in addition to any other rights provided in this AGREEMENT, the COUNTY may require FIRM to deliver to the COUNTY any property specifically produced or acquired for the performance of such part of this AGREEMENT..

If the termination is for convenience, the COUNTY shall pay to FIRM an agreed upon price, if separately stated, for properly authorized and completed work and services rendered or goods delivered to and accepted by the COUNTY prior to the effective date of AGREEMENT termination, in the amount agreed upon by FIRM and the COUNTY for (i) completed work and services and/or equipment or supplies provided for which no separate price is stated, (ii) partially completed work and services and/or equipment or supplies provided which are accepted by the COUNTY, (iii) other work, services and/or equipment or supplies and services which are accepted by the COUNTY, and (iv) necessary for the protection and preservation of property.

Failure to agree with such amounts shall be a dispute within the meaning of the "Disputes" clause

of this AGREEMENT. If the termination is for cause, the COUNTY shall determine the extent of the liability of the COUNTY. The COUNTY shall have no other obligation to FIRM for termination. The COUNTY may withhold from any amounts due to FIRM such sum as the COUNTY determines to be necessary to protect the COUNTY against potential loss or liability. The rights and remedies of the COUNTY provided in this AGREEMENT shall not be exclusive and are in addition to any other rights and remedies provided by law.

After receipt of a notice of termination, and except as otherwise directed by the COUNTY in writing, FIRM shall:

- A. Stop work under the AGREEMENT on the date, and to the extent specified, in the notice;
- B. Place no further orders or sub-contracts for materials, services, supplies, equipment and/or facilities in relation to this AGREEMENT except as may be necessary for completion of such portion of the work under the AGREEMENT as is not terminated;
- C. Assign to the COUNTY, in the manner, at the times, and to the extent directed by the COUNTY, all of the rights, title, and interest of FIRM under the orders and sub-contracts so terminated, in which case the COUNTY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and sub-contracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and sub-contracts, with the approval or ratification of the COUNTY to the extent the COUNTY may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Complete performance of such part of the work not having been completed may be completed by the COUNTY, or its assigns, at COUNTY's discretion, in compliance with all contractual requirements. Further, COUNTY may, at its discretion, allow for FIRM to complete any parts or portions of the agreement not terminated by COUNTY to be completed by FIRM; and
- F. Take such action as may be necessary, or as the COUNTY may require, for the protection and preservation of the property related to this AGREEMENT which is in the possession of FIRM and in which the COUNTY has or may acquire an interest.

#### **SECTION NO. 40: WAIVER**

No conditions or provisions to this AGREEMENT can be waived unless approved in advance in writing. Either PARTY's failure to insist upon strict performance of any provision of the 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.

#### **SECTION NO. 41: UTILIZATION OF MINORITY AND WOMEN BUSINESS ENTERPRISES (MWBE)**

FIRM is encouraged to utilize business firms that are certified as minority-owned and/or women-owned in carrying out the purposes of this AGREEMENT. FIRM may set utilization standards, based upon local conditions or may utilize the state of Washington MWBE goals, as identified in the Washington Administrative Code (WAC) 326-30-041.

#### **SECTION NO. 42: INSURANCE**

FIRM shall furnish and maintain all insurance as required herein and comply with all limits, terms and conditions stipulated therein, at their expense, for the duration of the AGREEMENT. The following is a list of the required AGREEMENT coverage requirements:

**GENERAL LIABILITY INSURANCE:** Firm agrees to maintain a policy with a limit of liability of not less than two million (\$2,000,000.00) each occurrence and five million (\$5,000,000.00) General Aggregate coverage. Insurance shall be written on ISO occurrence form CG 00 01 or an alternative form providing equal or broader liability coverage. Such coverage shall not contain any endorsement(s) excluding or limited Products Completed, Operations, or Contractual Liability and/or Cross Liability.

**AUTOMOBILE LIABILITY INSURANCE** with a combined single limit, or the equivalent of not less than \$2,000,000 each accident for bodily injury and property damage, including coverage for owned, hired and non-owned vehicles.

**ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must provide that YAKIMA COUNTY, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used “Yakima County, Its’ Officers, Agents and Employees Are Named As An Additional Insured As Respects To AGREEMENT BETWEEN YAKIMA COUNTY AND FIRM, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD”.

**WORKERS COMPENSATION:** If FIRM has employees, it shall show proof of Worker’s Compensation coverage effective in Washington State by providing its State Industrial Account Identification Number. Provision of this number will be FIRM’s assurance that coverage is in effect.

**PROFESSIONAL LIABILITY INSURANCE:** FIRM shall provide errors & omissions coverage in the form of Professional liability insurance coverage in the minimum amount of \$2,000,000.00.

Any exclusion to FIRM’s insurance policies that may restrict coverage required in the AGREEMENT’s insurance requirements must be pre-approved by the Yakima County Corporate Counsel. FIRM’s insurer shall have a minimum A.M. Best’s rating of A-VII and shall be authorized to do business in the State of Washington. Evidence of such insurance shall consist of a completed copy of the certificate of insurance, signed by the insurance agent for FIRM and either the additional insured policy language or a copy of any required endorsement(s) and returned to the Yakima County Risk Manager. The insurance policy or policies will not be canceled, materially changed or altered without forty-five (45) days prior notice submitted to the COUNTY. The policy shall be endorsed and the certificate shall reflect that the COUNTY is named as an additional insured on FIRM’s general liability policy with respect to activities under the AGREEMENT. The policy shall provide and the certificate shall reflect that the insurance afforded applies separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.



The policy shall be endorsed and the certificate shall reflect that the insurance afforded therein shall be primary insurance and any insurance or self-insurance carried by the COUNTY shall be excess and not contributory insurance to that provided by FIRM.

Failure of FIRM to fully comply with the insurance requirements set forth herein, during the term of the AGREEMENT, shall be considered a material breach of contract and cause for immediate termination of the AGREEMENT at the COUNTY's discretion.

Providing coverage in the above amounts shall not be construed to relieve FIRM from liability in excess of such amounts.

**ADDITIONAL INSURED ENDORSEMENT:** General Liability Insurance must provide that Yakima County, its officers, agents and employees, and any other entity specifically required by the provisions of this AGREEMENT will be specifically named as additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used, "Yakima County, Its' Officers, Agents, and Employees are Named As An Additional Insured as Respects To AGREEMENT BETWEEN YAKIMA COUNTY AND FIRM, IN CONJUNCTION WITH THE AMERICAN RESCUE PLAN, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD."

**ALTERNATIVE ADEQUATE INSURANCE COVERAGE VERIFICATION:** In the event that FIRM is a government agency that is covered by a Risk Pool insurance carrier is not able to comply with the ADDITIONAL INSURED ENDORSEMENT requirement above, upon written consent and acceptance by Yakima County, FIRM may satisfy the additional insured requirement by timely providing a letter from their Risk Pool insurance carrier that indicates that they have adequate and sufficient coverage to be responsible for any claim made in connection with this AGREEMENT in conjunction with the AMERICAN RESCUE PLAN, CORONA VIRUS STATE AND LOCAL FISCAL RECOVERY FUND AWARD.

### **SECTION NO. 43: MONITORING**

The COUNTY will monitor the activities of FIRM from the award date to closeout. The goal of the monitoring activities will be to ensure that FIRM, as an agency receiving federal pass-through funds, is in compliance with the federal grant award requirements as well as federal/state audit requirements. To document compliance with the 2 CFR Part 200 Subpart F requirements, FIRM shall complete and return to the COUNTY the attached Audit Certification Form which is incorporated herein and made part of this AGREEMENT. The Audit Certification Form must be signed each fiscal year thereafter until the completion of this AGREEMENT.

Monitoring activities performed by the COUNTY may include, but are not limited to:

- a. Review of financial and performance reports; and
- b. Review of reimbursement requests and supporting documentation, including time sheets as well time and effort certifications to ensure compliance with federal rules and regulations.

FIRM is required to pass on this monitoring language in all subcontract awards and to perform all monitoring activities regarding any sub-recipient.

#### **SECTION NO. 44: NON-SOLICITATION AGREEMENT**

- A. Each Party understands that the other Party's individual employees are some of the most valuable assets within their organization, responsible for the creative forces behind each Party's advancements in technology and business development. Recognizing the value each Party places on its individual employees and each Party's interest in retaining its employees, it is agreed that during the term of this AGREEMENT, neither Party shall, directly or indirectly, induce or try to induce any employee of the other Party to leave the employment of the other Party or that of any of its subsidiaries or affiliates to work for another person or company that does or may be expected to compete with the non-soliciting Party or any of its subsidiaries or affiliates.

#### **SECTION NO. 45: EXCUSABLE DELAYS**

FIRM shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond FIRM's control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the COUNTY's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions.

#### **SECTION NO. 46: ANTI-KICKBACK**

- A. No officer or employee of the COUNTY, having the power or duty to perform an official act or action related to this AGREEMENT, shall have or acquire any interest in this AGREEMENT, or have solicited, accepted or be granted a present or future gift, favor, service, or other thing of value from or to any person involved in this AGREEMENT.
- B. FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for FIRM to solicit or secure this AGREEMENT and that it has not paid or agreed to pay any person, company, corporation, individual, or Firm, other than a bona fide employee working solely for FIRM any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this AGREEMENT.

#### **SECTION NO. 46: PRECEDENCE**

Contract Documents: The Contract Documents consist of this agreement and the other documents listed below and all modifications and modifications issued subsequent thereto. These form a contract and all are as fully a part of the contract as if attached to this agreement or repeated herein. In the event of any inconsistency between the provisions of this Agreement and the documents listed below, the provisions of this Agreement will control and the order of precedence will be in the order listed. An enumeration of the contract documents is set forth below:

1. Modifications; and
2. This Agreement; and
3. The Request For Proposals P5001ARP; and
4. FIRM Response to the Request for Proposal.

## **EXHIBIT A**

### **STATEMENT OF WORK**

Services performed under this contract may consist of, but are not limited to, the following tasks. Upon mutual agreement by the County and the Subrecipient of a detailed work program and time schedule, the Subrecipient shall, in a satisfactory and proper manner, perform the following types of services:

#### **CITY OF YAKIMA:**

- Construct a public swimming pool located in east Yakima that will provide the neighborhood with inexpensive recreational swimming opportunities, exercise classes, water safety and swimming lessons. Neighborhood pools are a source of community pride and identity. The new pool will provide increased property values and provide positive alternatives to negative involvements for children such as crime and gang activity.

#### **YAKIMA COUNTY RESPONSIBILITIES:**

- Provide ARPA Fund Grant reimbursements for up to \$3,000,000.00
- Submit the ARPA Reporting documentation, provided by to the Federal Government, for the County's quarterly report for ARPA Compliance.
- Review ARPA Reporting documentation for completeness and compliance.

**EXHIBIT B**

**BUDGET DETAIL**

The below budget is approved for reimbursement of eligible use expenses per the Yakima Board of County Commissioners award amount not to exceed \$3,000,000.00.

**The below format will be required for reimbursements to the project.**

<b>Item</b>	<b>Total</b>
Direct Costs Related to the Construction of a Community Swimming Pool located at Martin Luther King Jr. Park in Yakima	3,000,000.00
<b>Total</b>	<b>\$3,000,000.00</b>

The Yakima County Finance Director has the authority to amend line item budget figures at their discretion. These changes must stay within the total award amount.

*See Scope of Work for detailed description of duties.*

Payment Procedures:

1. Requests for reimbursement by the Firm shall be submitted no more than once per month.  
In order to be eligible for reimbursement all expenses must be submitted with supporting documentation. **Payroll Expenses must be accompanied by a Time and Effort Certification and a timesheet signed by the employee and supervisor.**
2. At the Contractor's first request for reimbursement, Yakima County Financial Services will require detailed back-up documentation for all expenditures. All back-up documentation must be available to all other auditors, upon request.
3. Monthly invoices must be submitted as follows:
  - Electronically: Submitted electronic invoices must be provided to your Contract Manager contact designated on the Face Sheet of this agreement at the Yakima County Financial Services Department. Electronic invoices must be submitted no later than the 10<sup>th</sup> of the month. If the 10<sup>th</sup> falls on a Saturday, invoices must be received by close of business the preceding Friday. If the 10<sup>th</sup> falls on a Sunday, invoices must be received by close of business the following Monday.

4. All County warrants must be issued to the subrecipient no later than September 30, 2026, to qualify for reimbursement.
5. Quarterly Reporting must be submitted via the online ARPA Portal within 15 days of the end of the quarter.

**EXHIBIT C**  
**FFATA FORM**

<b>Subrecipient Agency:</b> <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>				
<b>Grant and Year:</b> <span style="border: 1px solid black; display: inline-block; width: 100px; height: 15px;"></span>		<b>Agreement Number:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>		
<b>Completed by:</b> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span> <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>				
<i>Name</i>		<i>Title</i>		<i>Telephone</i>
<b>Date Completed:</b> <span style="border: 1px solid black; display: inline-block; width: 200px; height: 15px;"></span>				
<b>STEP 1</b>				
Is your grant agreement less than \$25,000?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6	NO <input type="checkbox"/>	GO to Step 2
<b>STEP 2</b>				
In your preceding fiscal year, did your organization receive 80% or more of its annual gross revenues from federal funding?	YES <input type="checkbox"/>	GO to STEP 3	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 3</b>				
In your preceding fiscal year, did your organization receive \$25,000,000 or more in federal funding?	YES <input type="checkbox"/>	GO to STEP 4	NO <input type="checkbox"/>	STOP, no further analysis needed, GO to Step 6
<b>STEP 4</b>				
Does the public have access to information about the total compensation* of senior executives in your organization?	YES <input type="checkbox"/>	STOP, no further analysis needed, GO to step 6	NO <input type="checkbox"/>	GO to STEP 5
<b>STEP 5</b>				
Executive #1	Name: <span style="border: 1px solid black; display: inline-block; width: 250px; height: 15px;"></span>			
	Total Compensation amount: \$ <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>			
Executive #2	Name: <span style="border: 1px solid black; display: inline-block; width: 250px; height: 15px;"></span>			
	Total Compensation amount: \$ <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>			
Executive #3	Name: <span style="border: 1px solid black; display: inline-block; width: 250px; height: 15px;"></span>			
	Total Compensation amount: \$ <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>			
Executive #4	Name: <span style="border: 1px solid black; display: inline-block; width: 250px; height: 15px;"></span>			
	Total Compensation amount: \$ <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>			
Executive #5	Name: <span style="border: 1px solid black; display: inline-block; width: 250px; height: 15px;"></span>			
	Total Compensation amount: \$ <span style="border: 1px solid black; display: inline-block; width: 150px; height: 15px;"></span>			
<b>STEP 6</b>				
If your organization does not meet these criteria, specifically identify below <b><u>each</u></b> criteria that is not met for your organization: <u>For Example: "Our organization received less than \$25,000."</u>				

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\* Total compensation refers to:

- Salary and bonuses
- Awards of stock, stock options, and stock appreciation rights
- Other compensation including, but not limited to, severance and termination payments
- Life insurance value paid on behalf of the employee

Additional Resources:

<http://www.whitehouse.gov/omb/open>

<http://www.hrsa.gov/grants/ffata.html>

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>

<http://www.grants.gov/>

**EXHIBIT D**  
**2 CFR Part 200 Subpart F Audit Certification Form**  
Audits of States, Local Governments, Indian Tribes and Non-Profit Organizations

*Contact Information*

Subrecipient Name: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>	
Authorized Chief Financial Officer: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>	
Address: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>	
Email: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>	Phone #: <span style="border: 1px solid black; display: inline-block; width: 100px; height: 1.2em; vertical-align: middle;"></span>

**Purpose:** As a pass-through entity of federal grant funds, YAKIMA COUNTY is required by 2 CFR Part 200 Subpart F to monitor activities of subrecipients to ensure federal awards are used for authorized purposes and verify that subrecipients expending \$750,000 or more in federal awards during their fiscal year have met the 2 CFR Part 200 Subpart F Audit Requirements. Your entity is a subrecipient subject to such monitoring by YAKIMA COUNTY because it is a non-federal entity that expends federal grant funds received from YAKIMA COUNTY as a pass-through entity to carry out a federal program. 2 CFR Part 200 Subpart F should be consulted when completing this form.

**Directions:** As required by 2 CFR Part 200 Subpart F, non-federal entities that expend \$750,000 in federal awards in a fiscal year shall have a single or program-specific audit conducted for that year. If your entity **is not** subject to these requirements, you must complete Section A of this form. If your entity **is** subject to these requirements, you must complete Section B of this form. When completed, you must sign, date and return this form with your grant agreement and every fiscal year thereafter until the grant agreement is closed. Failure to return this completed Audit Certification Form may result in delay of grant agreement processing, withholding of federal awards or disallowance of costs and suspension or termination of federal awards.

**SECTION A: Entities NOT subject to the audit requirements of 2 CFR Part 200 Subpart F**

Our entity is not subject to the requirements of 2 CFR Part 200 Subpart F because (check all that apply):

- ☐ We did not expend \$750,000 or more of *total* federal awards during the fiscal year.
- ☐ We are a for-profit agency.
- ☐ We are exempt for other reasons (describe):

However, by signing below, I agree that we are still subject to the audit requirements, laws and regulations governing the program(s) in which we participate, that we are required to maintain records of federal funding and to provide access to such records by federal and state agencies and their designees, and that YAKIMA COUNTY may request and be provided access to additional information and/or documentation to ensure proper stewardship of federal funds.

**SECTION B: Entities that ARE subject to the requirements of 2 CFR Part 200 Subpart F**

(Complete the information below and check the appropriate box)

- ☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date \_\_\_\_]. There were no findings related to federal awards from YAKIMA COUNTY. No follow-up action is required by YAKIMA COUNTY as the pass-through entity. **A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the YAKIMA COUNTY Office of Financial Assistance, is enclosed or is available online at:**  
<http://www:> \_\_\_\_\_.
- ☐ We completed our last 2 CFR Part 200 Subpart F Audit on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date \_\_\_\_]. There were findings related to federal awards.  
**A complete copy of the audit report, which includes exceptions, corrective action plan and management response, is either provided electronically to the YAKIMA COUNTY Office of Financial Assistance, is enclosed or is available online at:**  
<http://www:> \_\_\_\_\_.
- ☐ Our completed 2 CFR Part 200 Subpart F Audit will be available on [enter date] \_\_\_\_\_ for Fiscal Year ending [enter date \_\_\_\_]. We will forward a copy of the audit report to YAKIMA COUNTY Office of Financial Assistance at that time or provide the state auditor report number: \_\_\_\_\_.

I hereby certify that I am an individual authorized by the above identified entity to complete this form. Further, I certify that the above information is true and correct and all relevant material findings contained in audit report/statement have been disclosed. Additionally, I understand this Form is to be submitted every fiscal year for which this entity is a subrecipient of federal grant funds from YAKIMA COUNTY until the grant agreement contract is closed.

Signature of Authorized Financial Official: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & Title: \_\_\_\_\_

# EXHIBIT E - CERTIFICATION FORM

30

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name:	
Address:	
Is agency a; <input type="checkbox"/> Direct or <input type="checkbox"/> Sub recipient	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number:	Vendor Number (only if direct recipient)
Name and Title of Contact Person:	
Telephone Number:	E-Mail Address:

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- |                                                     |                                                  |                                                                          |
|-----------------------------------------------------|--------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that \_\_\_\_\_ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R § 42.305):

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

\_\_\_\_\_  
[organization],

\_\_\_\_\_  
[address].

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible official], certify that \_\_\_\_\_ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date



**DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION CERTIFICATION FORM**

NAME		Doing business as (DBA)	
ADDRESS	Applicable Procurement or Solicitation #, if any:	WA Uniform Business Identifier (UBI)	Federal Employer Tax Identification #:

**This certification is submitted as part of a request to contract.**

**Instructions For Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions**

**READ CAREFULLY BEFORE SIGNING THE CERTIFICATION. Federal regulations require contractors and bidders to sign and abide by the terms of this certification, without modification, in order to participate in certain transactions directly or indirectly involving federal funds.**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the department, institution or office to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable CFR, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under applicable CFR, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business activity.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under applicable CFR, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction**

**The prospective lower tier participant certifies, by submission of this proposal or contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this form.**

**Bidder or Contractor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Print Name and Title:** \_\_\_\_\_

**EXHIBIT G**  
**ONLY IF APPLICABLE**

**DATA SHARING, NON-DISCLOSURE AND USE AGREEMENT (IF APPLICABLE)**  
**BETWEEN YAKIMA COUNTY AND FIRM**

This Data Sharing, Non-Disclosure and Use Agreement (“Agreement”) is entered into by and between YAKIMA COUNTY, a political subdivision of the State of Washington (hereinafter “COUNTY”) and FIRM, (hereinafter “FIRM”) to enable the sharing of Data and other confidential and proprietary information between the COUNTY and FIRM, as the COUNTY’S ARP recipient. The COUNTY and FIRM may be hereinafter referred to individually as a "Party" or collectively as the “Parties.”

AGENCIES PROVIDING DATA: YAKIMA COUNTY AND FIRM

DATA RECIPIENTS: YAKIMA COUNTY AND FIRM

1. Purpose

The purpose of this AGREEMENT is to provide the requirements and authorization for the COUNTY to have access to disparate datasets captured through COUNTY ARP funded Programs. FIRM acknowledges access to the disparate dataset captured in and through the COUNTY’s ARP funded Programs.

2. Definitions

- A. “Agreement” means this Data Sharing Agreement, including all documents attached or incorporated by reference.
- B. “Data Access” refers to rights granted to COUNTY to directly connect to FIRM’s ARP Program agency submitted disparate datasets related to participants, recipients, systems, networks, requests for proposals and/or applications with required information needed to implement these rights.
- C. “Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/or employee workstations.
- D. “Data Storage” refers to the data when at rest. Data can be stored on off-line devices such as CD’s or on-line on servers or employee workstations.
- E. “Data Encryption” refers to ciphers, algorithms or other encoding mechanisms that will encode data to protect its confidentiality. Data encryption can be required during data transmission or data storage depending on the level of protection required for this data.

3. Period of Agreement

This Agreement shall begin when FIRM agrees to the terms and shall automatically renew yearly, unless terminated due to expiration of the COUNTY ARP funding program and its required reporting requirements.

#### 4. Justification for Data Sharing

Data sharing agreements are required under RCW 39.26.340 and 43.105.054.

#### 5. Description of Data to be Shared

Data shared will include data containing the COUNTY funded ARP program, applicants, recipients and participants' financial, labor, application, technology infrastructure and any other datasets deemed necessary to support performance of the compliance requirements for federal funding under the ARP/SLFRF funding provisions as set forth by the U.S. Department of Treasury.

#### 6. Data Access

Enterprise datasets will be accessed through the Parties' Server and Network systems. FIRM will generate and submit agency owned datasets to COUNTY for consideration, review and compliance purposes.

#### 7. Data Transmission

Datasets will be transmitted through the servers, networks and systems established and agreed to by the PARTIES.

#### 8. Data Storage and Handling Requirements

All data provided by FIRM and COUNTY will be stored in an encrypted form on a server with access limited to the least number of staff needed to complete the purpose of this Data Sharing Agreement.

#### 9. DATA ENCRYPTION (If Applicable)

All captured data shall be encrypted at rest.

#### 10. Intended Use of Data

The data described above shall be used for review, analysis and reporting on ARP programs. The data will be used to prepare and publish required quarterly and annual reports.

#### 11. Constraints on Use of Data

This Agreement does not constitute a release of the data for FIRM's discretionary use, but instead, FIRM may access the data only to carry out the responsibilities and for the purposes described herein, as well as in the related Contract No. 22ARPFIRM.

FIRM is not authorized to update or change any supplied datasets and any ad hoc analyses or other use of the supplied datasets, not specified in this Agreement and Contract No.22ARPFIRM. Any additional use is not permitted without the prior written agreement of the COUNTY.

## 12. Security of Data

- A. Data Protection. FIRM shall take due care and take reasonable precautions to protect the Category 3 data, as well as the COUNTY's data, from unauthorized physical and electronic access as well as meet or exceed the requirements of the Washington State Technology Services Board (TSB) policies and standards for data security and access controls to ensure the confidentiality, availability and integrity of all data shared.
- B. Data Security Technology Standards. FIRM will be responsible for providing data security technology standards that will ensure acceptable levels of data security to the COUNTY. These data security technology standards will include clear definitions outlining when and where data should be encrypted and by what technologies.
- C. IT Data Security Administration. FIRM will exchange documentation that outlines the data security program components supporting this Agreement with COUNTY IT Data Security Administrators. This documentation will define all data security methods and technology for each individual data exchange to ensure COUNTY and FIRM are in compliance with all appropriate Washington State Technology Service Board (TSB) security standards.

## 13. NON-DISCLOSURE OF DATA

Before receiving the data identified above, the COUNTY shall notify all authorized users in writing who will have access to the data of the following requirements. This notification shall include all authorized users who will use the data. A copy of this notification shall be provided to FIRM at the same time it is provided to relevant authorized users.

- A. Non-Disclosure of Data
  - 1. Authorized users shall not disclose, in whole or in part, the data provided by COUNTY, applicants, or FIRM to any individual or agency, unless this Agreement specifically authorizes the disclosure. Data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement or the related Contract No. 22 ARPFIRM.
  - 2. Authorized users shall not access or use the data for any commercial or personal purpose.
  - 3. Any exceptions to these limitations must be approved in writing COUNTY.
- B. Penalties for Unauthorized Disclosure of Information. In the event a FIRM authorized user fails to comply with any terms of this Agreement, COUNTY shall have the right to take such action as it deems appropriate. The exercise of remedies pursuant to this paragraph shall be in addition to all sanctions provided by law, and to legal remedies available to parties injured by unauthorized disclosure. FIRM accepts full responsibility and liability for any violations of the Agreement.
- C. Employee Awareness of Use/Non-Disclosure Requirements. FIRM shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement. FIRM will provide an annual reminder to authorized users of these requirements.

#### 14. Data Confidentiality

- A. Acknowledgement of Confidentiality. FIRM acknowledges the confidential nature of the applicants, recipients, participants data, as well as the aggregate server, application name, operating system versions, and IP addresses. This data is confidential under state RCW 42.56.420 (4) and use of this information will be limited only to persons whose staff function requires such access.
- B. Disclosures under subpoena-
  - 1. If a Party, its employees, agents, or contractors, or Vendor, is required by law, government regulations, subpoena or court order to disclose any Data, the Party shall give ten (10) business days prior written notice of the proposed disclosure to the other Party and the Vendor, at the contact information listed herein, in order to allow that Party or Vendor the opportunity to file documents seeking a court order preventing disclosure of the Data. The notice shall include the name of the requester, so the Party and/or Vendor may name the requester as a party to any action to enjoin disclosure.
  - 2. Upon receipt of written notice of the requirement to disclose the Data, the Party and/or Vendor, at their expense, may then seek appropriate protective relief to prevent all or part of such disclosure. Should the Party and/or Vendor not file for protective relief in superior court in the ten (10) business day time-frame provided, the Party shall disclose Data only in compliance with, and only to the extent required by, any applicable law, regulation, subpoena, or court order.
  - 3. If a Party or Vendor becomes aware of any unauthorized use or disclosure of the Data of the other Party, such Party or Vendor shall promptly advise the other Party of all facts regarding such unauthorized use or disclosure.

#### 15. Oversight

FIRM agrees that COUNTY will have the right, at any time, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance therewith, within the limits of the other party's technical capabilities.

#### 16. Termination

COUNTY may terminate this Agreement pursuant to No. 38097 All data captured by FIRM prior to termination are to be retained and remain available to meet any necessary reporting requirements.

#### 17. Governance

- A. Severability- The provisions of this Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- B. Venue - In the event of a lawsuit involving this Data Sharing Agreement, venue shall be proper only in Yakima County, Washington.

## 18. Damages and Injunctive Relief

Because of the unique and highly confidential nature of the Data, the Parties acknowledge and agree that a Party (or Vendor) may suffer irreparable harm if a Party (or Vendor) breaches any of its obligations under this Agreement, and that monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other rights and remedies that may be available to a Party (or Vendor) at law and in equity, a Party (or Vendor) shall be entitled to seek enforcement of the provisions of this Agreement by seeking injunctive relief.

## 19. HEADINGS

The article headings in this Agreement have been inserted solely for the purpose of convenience and ready reference. In no way, do they purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the articles to which they appertain.

**I, hereby declare that I have the authority to bind FIRM to this Agreement, and acknowledge that by signing below, I have read, understand and accept this Agreement, and that this Agreement along with the contract constitute the entire Data Sharing agreement between the PARTIES.**

**Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.**

---

**Signature of Authorized representative**

---

**Printed Name and Title**

## **EXHIBIT H**

- State and Local Fiscal Recovery Funds (SLFRF) Final Rule PDF
- SLFRF: Overview of the Final Rule PDF
- Coronavirus State and Local Fiscal Recovery Funds- Frequently Asked Questions as of July 27, 2023 PDF
- 2 CFR Part 200

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1>



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 7.L.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Ordinance amending the 2023-2024 Biennial Budget for the City of Yakima and making appropriations from Unappropriated Fund Balances within various Funds for expenditure during 2023-2024 for various purposes (Second Reading)

**SUBMITTED BY:** \*Rosylen Oglesby, Interim Director of Finance and Budget  
Kimberly Domine, Finance Division Manager  
Jennifer Morris, Financial Services Officer

**SUMMARY EXPLANATION:**

This appropriation is an ordinance amending the 2023-2024 Biennial Budget to provide appropriations for projects or programs that were unknown or uncertain and therefore not included at the time of the Budget adoption.

**ITEM BUDGETED:** NA

**STRATEGIC PRIORITY:** Public Trust and Accountability

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Pass Ordinance.

**ATTACHMENTS:**

Description	Upload Date	Type
❏ Ordinance	4/8/2024	Ordinance
❏ Memo	3/21/2024	Cover Memo
❏ Schedule I	3/21/2024	Backup Material
❏ Revised budget by fund	3/21/2024	Backup Material



**ORDINANCE NO. 2024-\_\_\_\_\_**

**AN ORDINANCE** amending the 2023-2024 Biennial Budget for the City of Yakima; and making appropriations from Unappropriated Fund Balances within various funds for expenditure during 2024 for various purposes including 2023 encumbrances as described in the attached Schedule I.

**WHEREAS**, the various funds indicated on the attached Schedule I contain Unappropriated Fund Balances available for appropriation and expenditures during 2024 in various amounts and for the purposes mentioned in the attached Schedule; and

**WHEREAS**, at the time of the adoption of the 2023-2024 biennial budget, it could not reasonably have been foreseen that the appropriation provided for by this ordinance would be required; and the City Council declares that an emergency exists of the type contemplated by RCW 35.33.091 and that it is in the best interests of the City to make the appropriation herein provided; now, therefore,

**BE IT ORDAINED BY THE CITY OF YAKIMA:**

Section 1. Appropriations are hereby made, for expenditure during 2024, from Unappropriated Fund Balances in the various Funds to the various accounts and in the various amounts, and for the various specific purposes, all as specified in the Schedule I attached hereto and incorporated herein.

Section 2. This ordinance is one making an appropriation and shall take effect immediately upon its passage, approval and publication as provided by law and by the City Charter.

**PASSED BY THE CITY COUNCIL**, signed and approved this 16<sup>th</sup> day of April, 2024.

ATTEST:

\_\_\_\_\_  
Patricia Byers, Mayor

\_\_\_\_\_  
Rosalinda Ibarra, City Clerk

First Reading: April 2, 2024

Publication Date: April 20, 2024

Effective Date: May 20, 2024



TO: Mayor and City Council

FROM: Roselyn Oglesby, Assistant City Manager  
Kimberly Dominé, Finance Division Manager  
Jen Paxton, Financial Services Officer

DATE: March 21, 2024

RE: 2024 Budget Ordinance - 2023 Carryforward

This budget ordinance effects course corrections based on new information for the 2024 Budget year that was not known at the time of budget adoption. Budget amendments come before City Council; normally on a quarterly basis, to be transparent and accountable.

The budget amendment is a recurring budget process step; staff accumulates information as it occurs and brings the adjustments to council. It is typically for one of four reasons:

- 1) New additional revenue makes it possible to approve additional related expenses,
- 2) Prior-year budgeted obligations need to be rolled forward to match disbursement in the current year, if not yet disbursed by Feb. 28th (60 days),
- 3) Accumulated fund balances can be appropriated, and
- 4) Corrections or changes between funds.

Staff requests approval of adjustments and corrections to the 2024 budget that are now known that were not known at the time of adoption, per the attached detail spreadsheet, described in more detail as follows. Item numbers listed match red Ref #'s on attached spreadsheet:

**New Revenue:**

- 1). Streets and Overlay Fund 346 grant from (TIB) Transportation Improvement Board Award for 34<sup>th</sup> and Fruitvale Roundabouts and NobHill Blvd 2024 Grind and Overlay: This adjustment increases both revenue and expense in equal and offsetting amounts. \$3,306,422
- 2). Streets and Overlay Fund 346 grant from WSDOT National Highway System R2024-008. This adjustment increases both revenue and expense in equal and offsetting amounts. \$200,000.
- 3). Transit Capital Fund 464 grant from WSDOT for Para-Transit ADA Vans. This adjustment increases both revenue and expense in equal and offsetting amounts. \$750,000.
- 4). General Fund 001 Fund grant from Office of Firearm Safety and Violence Prevention. This adjustment increases both revenue and expense in equal and offsetting amounts. \$150,000.
- 5). Police Grants Fund 152 grant from OVC Office for Victims of Crime. This adjustment increases both revenue and expense in equal and offsetting amounts. \$289,300.



- 6). Police Grants Fund 152 from WSDOC Crime Victims Advocacy. This adjustment increases both revenue and expense in equal and offsetting amounts. \$129,783
- 7). Police Grant Fund 152 from Office of Violence Against Women. This adjustment increases both revenue and expense in equal and offsetting amounts. \$473,348.
- 8). General Fund 001 grant from Washington State Traffic Commission for Safety Equipment. This adjustment increases both revenue and expense in equal and offsetting amounts. \$7,450.
- 9). General Fund 001 Fund grant from WTSC Make it Home Safe. This grant is for vehicle purchase and FTE Reimbursement. This adjustment increases both revenue and expense in equal and offsetting amounts. \$239,422.
- 10). General Fund 001 Fund grant from CHIP (Connecting Housing to Infrastructure Program); this adjustment increases both revenue and expenditures. \$796,738.

**Prior-Year roll-forward of 2023 encumbrances:**

- 11). Prior-Year roll-forward of 2023 encumbrances. A large portion of this adjustment is for the Equipment Rental Fund, for prior-year-authorized purchases of vehicles and equipment that have a long purchase lead-time. \$2,483,514.59.

Offsetting revenue and expense for ARPA grant of \$2,538,363.57.

All of these expenditures were included in the 2023 budget and as result are revenue-neutral to the 2024 Budget – these simply renew previously-approved expenditure authority. Similarly, *General Fund* roll-forward of 2023 approved expenditures is \$196,603.25.

**From Fund Balance:**

The adjustments and corrections to the 2023 budget that are now known that were not known at the time of adoption, are:

- 12). Increase expenditures in General Fund 001 for increase in Municipal Court Interpreter Cost. \$35,000
- 13). Increase expenditures in General Fund 001 for costs of utilities and repairs to the Bank of America Building. \$50,000
- 14). Increase expenditures in EMS Levy Fund 150 for Image Trend Records Management Software for Fire. \$60,000.
- 15). Increase expenditures in Convention Center Capital Fund 370 for restroom remodel project not completed in 2023. \$225,000
- 16). Increase expenditures in Cumulative Reserve Fund 392 for the balance of the Tyler Payroll Software project. \$84,000.



- 17). Increase expenditures in Stormwater Capital Fund for Stormwater Construction Projects. \$2,000,000
- 18). Increase expenditures in Transit Capital Fund 464 for the match for the WSDOT Grant for Para Transit Vans. \$190,000.
- 19). Increase expenditures in Equipment Rental Capital Fund 552 for additional Vehicles/Equipment purchases not know at time of budget.
- 20). Increase expenditures in Streets Operating Fund 141 for increased costs of purchasing Asphalt Grinder. \$150,000.
- 21). Increase expenditures in General Fund 001 for Financial Services Technician omitted from the 2024 budget. \$85,413.57.
- 22). Increase expenditures in General Fund 001 City Hall Maintenance for Temporary Custodial Staff omitted from the 2024 budget. \$14,042.16
- 23). Increase expenditures in General Fund 001 City Hall Maintenance for Repair and Maintenance omitted from the 2024 budget. \$20,000.
- 24). Increase expenditures in Funds 473 Wastewater 55%, 474 Water 35%, and 475 Irrigation 9% for 1 FTE Buyer 1 Position. \$74,000.
- 25). Increase expenditures in Wastewater Construction Funds 476, 472, and 478 for Sewer Collection System Projects \$15,600,000.
- 26). Increase expenditures in Water Construction Fund 477 Water System Projects. \$2,464,000.

#### **Technical Adjustment:**

- 27) House Keeping. Increase transfer from Wastewater Operating to Wastewater Construction. This will increase Expenditures in Fund 473 and Increase Revenue in Fund 478.
- 35) House Keeping. Decrease Fund 479 Irrigation Capital Fund Revenue \$2,000,000. Grant was not awarded.
- 36) House Keeping. Increase revenue in Fund 479 Irrigation Capital Fund \$7,600,000. Department Ecology Grant revenue was not received in 2023 and the City is expecting to receive the grant in 2024/2025.



---

**FINANCE**

Staff expects further 2024 course-correction budget adjustments later in the year, as new information becomes available that is not fully known at this time.

SCHEDULE I

		From Fund		Debit	To Fund			Credit	#	Description		
Fund		Account #	Name	\$	Fund	Account	Name	\$	Ref			
New Revenue - offsetting increases in expenditures and revenues												
Streets and Overlay Fund	346	7156530	Roadway	\$	2,087,102.00	346	8953449	Transportation Improvement Bd	\$	2,087,102.00	1	AT 2447 34th & Fruitval Blvd Roundabouts TIB Award
Streets and Overlay Fund	346	7156530	Roadway	\$	1,219,320.00	346	8953449	Transportation Improvement Bd	\$	1,219,320.00		AT 2793 Nob Hill Blvd 2024 Grind and Overlay TIB Award
Streets and Overlay Fund	346	7156511	Eng Pre-Design	\$	200,000.00	346	8953148	Federal DOT Grant	\$	200,000.00	2	WSDOT National Highway System Asset Management Program
Transit Capital	464	4676441	Vans	\$	760,000.00	464	8953324	Fed Pass Thru Wsdot Grant	\$	760,000.00	3	R2024-008 WSDOT Grant for Para-Transit ADA Vans
General Fund	001	3136420	Operating Equipment	\$	46,000.00	001	8953457	Dept of Commerce	\$	46,000.00	4	Office of Firearm Safety and Violence Prevention Grant
General Fund	001	3133500	Small Tools & Minor Equipment	\$	32,000.00	001	8953457	Dept of Commerce	\$	32,000.00		Office of Firearm Safety and Violence Prevention Grant
General Fund	001	3194117	Flock Maint Agreement	\$	72,000.00	001	8953457	Dept of Commerce	\$	72,000.00		Office of Firearm Safety and Violence Prevention Grant
Police Grants	152	3171110	Salaries-Permanent	\$	289,300.00	152	8953111	DOJ Grant	\$	289,300.00	5	OVC Office for Victims of Crime Grant, FTE salaries
Police Grants	152	3174100	Professional Services	\$	129,783.00	152	8953452	Safe Streets Rev	\$	129,783.00	6	WSDOC Crime Victims Advocacy Grant
Police Grants	152	3174213	Data Communications	\$	473,348.00	152	8953317	DOJ Federal Indirect	\$	473,348.00	7	Office of Violence Against Women
General Fund	001	3133500	Small Tools & Minor Equipment	\$	7,450.00	001	8953447	Traffic Safety Commission	\$	7,450.00	8	WTSC Safety Equip Grant
General Fund	001	3134995	Equipment Replacement Costs	\$	89,000.00	552	8956546	ER Replacement-Govt Funds	\$	89,000.00	9	WTSC 2024 Make it Home Safe Grant, Increase Equipment Replacement Costs for Vehicle
General Fund	001		Reserves	\$	89,000.00	001	8953321	Fed Ind DOT Target Zero YPD	\$	89,000.00		WTSC 2024 Make it Home Safe Grant, Grant Revenue
General Fund	001	3131110	Salaries-Permanent	\$	150,422.00	001	8953321	Fed Ind DOT Target Zero YPD	\$	150,422.00		WTSC 2024 Make it Home Safe Grant, FTE Reimbursement
General Fund	001	2264100	Professional Services	\$	796,738.00	001	8953314	Dept of Commerce ARPA	\$	796,738.00	10	CHIP (Community Home Investment Program) Grant and ARPA Grant
				\$	6,441,463.00				\$	6,441,463.00		
Carryforward of encumbrance from 2023 prior year budget:												
General Fund	001	1624100	Professional Service	\$	14,596.33	001		Reserves	\$	14,596.33	11	Trupp 2023 Salary Survey
General Fund	001	3196420	Operating Equipment	\$	122,812.20	001		Reserves	\$	122,812.20		Flock Cameras
General Fund	001	3513510	Non-Capital Computer Equipment	\$	8,680.25	001		Reserves	\$	8,680.25		Controller Upgrade for Netbox Enterprise
General Fund	001	3514100	Professional Service	\$	18,891.78	001		Reserves	\$	18,891.78		Cerium Networks Computer Migration Assistance
General Fund	001	3514100	Professional Service	\$	1,039.68	001		Reserves	\$	1,039.68		Controller Upgrade for Netbox Enterprise
General Fund	001	3514800	R & M/Contractors	\$	12,125.44	001		Reserves	\$	12,125.44		C-2023-156 NASPO DESKTOP PRINTERS COPY CHRG
General Fund	001	3514800	R & M/Contractors	\$	18,457.57	001		Reserves	\$	18,457.57		Controller Upgrade for Netbox Enterprise
ARPA	180	3016420	Operating Equipment	\$	65,575.65	180	8953119	American Rescue Plan (ARPA)	\$	65,575.65		YPD Insight Public Sector- Flock Cameras.
ARPA	180	3226400	Machinery And Equipment	\$	2,472,787.92	180	8953119	American Rescue Plan (ARPA)	\$	2,472,787.92		YFD KME Pumper Fire Engines (3)
Capital Theatre Capital	322	2706450	Other Equipment	\$	14,393.53	322		Reserves	\$	14,393.53		Hollywood Lights- Lightboard
Capital Theatre Capital	322	2706500	Construction Projects	\$	11,693.93	322		Reserves	\$	11,693.93		Pacific NW Theatre Associates-Curtains
REET1	342	7144800	R & M/Contractors	\$	40,474.96	342		Reserves	\$	40,474.96		RT2766/4800 Tower Generator
REET1	342	7146300	Improvements Other Than Bldgs	\$	41,898.56	342		Reserves	\$	41,898.56		RT2607/6300- YPD Chiller
REET1	342	7146376	Other Imp Parks	\$	26,771.04	342		Reserves	\$	26,771.04		RT2764/6376 RT2782/6376 Naches Parkway Fence and Irrigation Improvement
REET2	343	7166300	Improvements Other Than Bldgs	\$	42,832.40	343		Reserves	\$	42,832.40		RT2619/6300- Nobhill Grind and Overlay
Airport Operating	421	2814100	Professional Service	\$	13,953.37	421		Reserves	\$	13,953.37		Airport Conduit for Charlie Extension
Airport Operating	421	2814800	R & M/Contractors	\$	11,197.14	421		Reserves	\$	11,197.14		Airport Conduit for Charlie Extension
Airport Operating	421	2853500	Small Tools & Minor Equipment	\$	14,942.17	421		Reserves	\$	14,942.17		Airport Parking Management Equipment - Bid 12012
Airport Operating	421	2854910	Miscellaneous Expense	\$	2,156.69	421		Reserves	\$	2,156.69		Airport Parking Management Equipment - Bid 12012
Stormwater Operating	441	7464100	Professional Service	\$	2,978.86	441		Reserves	\$	2,978.86		Annexation/Growth Study 2023
Stormwater Capital	442	7524100	Professional Service	\$	810.91	442		Reserves	\$	810.91		Trupp 2023 Salary Survey
Transit Operating	462	4594100	Professional Service	\$	2,978.84	462		Reserves	\$	2,978.84		Annexation/Growth Study 2023
Transit Operating	462	4594910	Professional Service	\$	3,243.63	462		Reserves	\$	3,243.63		Trupp 2023 Salary Survey
Transit Capital	464	4516440	Trucks	\$	65,797.66	464		Reserves	\$	65,797.66		TRANSIT 2024 FORD F250 4X4
Transit Capital	464	4676441	Vans	\$	326,752.44	464		Reserves	\$	326,752.44		TRANSIT 2023 FORD Dial A Ride Vans
Refuse Operating	471	4724706	Yakima County Landfill	\$	2,978.86	471		Reserves	\$	2,978.86		Annexation/Growth Study 2023
Refuse Operating	471	4784100	Professional Service	\$	3,243.63	471		Reserves	\$	3,243.63		Trupp 2023 Salary Survey
Wastewater Operating	473	7263110	Office And Operating Supplies	\$	183,267.66	473		Reserves	\$	183,267.66		Replace both large Rudkin Road FLYGT Pumps

SCHEDULE I

		From Fund		Debit	To Fund		Credit	#	Description
Fund		Account #	Name	\$	Fund	Account	Name	\$	Ref
Wastewater Operating	473	7314100	Professional Service	\$ 2,162.42	473		Reserves	\$ 2,162.42	
Wastewater Operating	473	7314100	Professional Service	\$ 2,978.86	473		Reserves	\$ 2,978.86	
Water Operating	474	7646420	Operating Equipment	\$ 32,194.46	474		Reserves	\$ 32,194.46	
Water Operating	474	7724100	Professional Service	\$ 2,162.42	474		Reserves	\$ 2,162.42	
Irrigation Operating	475	7824100	Professional Service	\$ 810.91	475		Reserves	\$ 810.91	
Equipment Rental	552	5526430	Cars	\$ 141,386.36	552		Reserves	\$ 141,386.36	
Equipment Rental	552	5526440	Trucks	\$ 2,178,667.89	552		Reserves	\$ 2,178,667.89	
Equipment Rental	552	5526450	Other Equipment	\$ 163,460.34	552		Reserves	\$ 163,460.34	
				\$ 6,071,156.76				\$ 6,071,156.76	
Increase Budget Expenditures from Reserves									
General Fund	001	1554100	Professional Svcs	\$ 35,000.00	001		Reserves	\$ 35,000.00	12
General Fund	001	2274701	Pacific Power & Light	\$ 20,000.00	001		Reserves	\$ 20,000.00	13
General Fund	001	2274702	Cascade Natural Gas	\$ 10,000.00	001		Reserves	\$ 10,000.00	
General Fund	001	2274800	R & M/Contractors	\$ 20,000.00	001		Reserves	\$ 20,000.00	
EMS Levy	150	3274170	Software License/Maintenance	\$ 60,000.00	150		Reserves	\$ 60,000.00	14
Convention Center	370	2794800	R & M/Contractors	\$ 225,000.00	370		Reserves	\$ 225,000.00	15
Cumulative Reserve	392	6126460	Professional Svcs	\$ 84,000.00	392		Reserves	\$ 84,000.00	16
Stormwater Capital	442	7526500	Construction Projects	\$ 2,000,000.00	442		Reserves	\$ 2,000,000.00	17
Transit Capital	464	4676441	Vans	\$ 190,000.00	464		Reserves	\$ 190,000.00	18
Equipment Rental Capital	552	5526430	Cars	\$ 395,000.00	552		Reserves	\$ 395,000.00	19
Equipment Rental Capital	552	5526440	Trucks	\$ 172,000.00	552		Reserves	\$ 172,000.00	
Equipment Rental Capital	552	5526450	Other Equipment	\$ 1,005,400.00	552		Reserves	\$ 1,005,400.00	
Streets Operating	141	4134995	Equipment Replacement Costs	\$ 150,000.00	552	8956546	ER Replacement-Govt Funds	\$ 150,000.00	20
General Fund	001	6121110	Salaries	\$ 85,413.57	001		Reserves	\$ 85,413.57	21
General Fund	001	2241120	Salaries/Temporary	\$ 14,042.16	001		Reserves	\$ 14,042.16	22
General Fund	001	2244800	R & M/Contractors	\$ 20,000.00	001		Reserves	\$ 20,000.00	23
WW Operating	473	7261110	Salaries	\$ 41,000.00	473		Reserves	\$ 41,000.00	24
Water Operating	474	7721110	Salaries	\$ 26,000.00	474		Reserves	\$ 26,000.00	
Irrigation Operating	475	7821110	Salaries	\$ 7,000.00	475		Reserves	\$ 7,000.00	
Sewer System Construction	472	7394800	R & M/Contractors	\$ 400,000.00	472		Reserves	\$ 400,000.00	25
Sewer System Construction	472	7396535	Sewer System Const	\$ 1,500,000.00	472		Reserves	\$ 1,500,000.00	
Wastewater Construction	476	7384100	Professional Svcs	\$ 2,700,000.00	476		Reserves	\$ 2,700,000.00	
Wastewater Construction	476	7386300	Improvements Other Than Bldgs	\$ 3,000,000.00	476		Reserves	\$ 3,000,000.00	
Wastewater Construction	476	7386535	Sewer System Const	\$ 2,000,000.00	476		Reserves	\$ 2,000,000.00	
Wastewater Capital	478	7396535	Sewer System Const	\$ 6,000,000.00	478		Reserves	\$ 6,000,000.00	
Water Capital	477	7736534	Water System Const	\$ 2,464,000.00	477		Reserves	\$ 2,464,000.00	26
				\$ 22,623,855.73				\$ 22,623,855.73	

SCHEDULE I

From Fund			Debit	To Fund			Credit	#	Description			
Fund	Account #	Name	\$	Fund	Account	Name	\$	Ref				
House Keeping												
Wastewater Operating	473	7250055	Transfers Out	\$	4,000,000.00	478	8950050	Transfers In	\$	4,000,000.00	27	Transfer from Wastewater Operating to Wastewater Capital for Capital Projects Grant not awarded Dept of Ecology Grant Nelson Dam-Revenue Only
Irrigation Capital	479	8956702	Contributions & Donations	\$	2,000,000.00	479		Reserve	\$	2,000,000.00		
Irrigation Capital	479		Reserves	\$	7,600,000.00	479	8953445	Dept Of Ecology	\$	7,600,000.00		
			\$	9,600,000.00				\$	9,600,000.00			
			\$	44,736,475.49				\$	44,736,475.49			



2023 Adopted Budget  
Revised Quarter 1  
Budget Amendment

	A	B	C	D	E	F	G	H	I	J	K
1	Fund		Beginning Fund Balance As of 3/19/24	Revenue			Expenditures			Ending	Fund Balance
2				Adopted Budget	Adjustment	Revised	Adopted Budget	Adjustment	Revised	Fund Blance	Percentage
3	General Government Funds:		\$ 24,711,073.54	\$ 122,421,019.22	\$ 4,624,404.57	\$ 127,045,423.79	\$ 124,202,874.40	\$ 5,235,463.55	\$ 129,438,337.95	\$ 22,318,159.38	
4	001	General Fund	\$ 10,508,752.30	\$ 70,393,192.23	\$ 1,193,610.00	\$ 71,586,802.23	\$ 71,254,330.29	\$ 1,594,668.98	\$ 72,848,999.27	\$ 9,246,555.26	12.69%
5	003	.3% Criminal Justice	\$ 1,210,367.21	\$ 3,322,000.00		\$ 3,322,000.00	\$ 3,927,713.05		\$ 3,927,713.05	\$ 604,654.16	15.39%
6	612	Firemens Pension	\$ 1,460,073.33	\$ 877,088.00		\$ 877,088.00	\$ 1,074,746.96		\$ 1,074,746.96	\$ 1,262,414.37	117.46%
7	131	Parks	\$ 545,217.50	\$ 6,553,588.76		\$ 6,553,588.76	\$ 6,558,588.84		\$ 6,558,588.84	\$ 540,217.42	8.24%
8	141	Streets	\$ 2,298,984.54	\$ 6,615,518.00		\$ 6,615,518.00	\$ 6,753,842.17	\$ 150,000.00	\$ 6,903,842.17	\$ 2,010,660.37	29.12%
9	124	Community Dev	\$ 1,059,056.74	\$ 3,462,688.81		\$ 3,462,688.81	\$ 3,955,921.22		\$ 3,955,921.22	\$ 565,824.33	14.30%
10	125	Community Relations	\$ 708,598.78	\$ 607,126.00		\$ 607,126.00	\$ 691,035.02		\$ 691,035.02	\$ 624,689.76	90.40%
11	136	Clean City Program	\$ 495,307.63	\$ 856,509.00		\$ 856,509.00	\$ 777,553.82		\$ 777,553.82	\$ 574,262.81	73.86%
12	144	Cemetery	\$ 183,077.01	\$ 390,000.00		\$ 390,000.00	\$ 412,488.99		\$ 412,488.99	\$ 160,588.02	38.93%
13	150	Emergency Services	\$ 107,751.48	\$ 2,283,698.00		\$ 2,283,698.00	\$ 1,624,674.64	\$ 60,000.00	\$ 1,684,674.64	\$ 706,774.84	41.95%
14	151	Public Safety Comm	\$ 840,538.55	\$ 2,550,821.00		\$ 2,550,821.00	\$ 2,522,581.96		\$ 2,522,581.96	\$ 868,777.59	34.44%
15	154	Dispatch	\$ 674,968.50	\$ 1,816,985.00		\$ 1,816,985.00	\$ 1,807,943.35		\$ 1,807,943.35	\$ 684,010.15	37.83%
16	153	.3% PS Commun	\$ 356,420.52	\$ 215,000.00		\$ 215,000.00	\$ 373,142.94		\$ 373,142.94	\$ 198,277.58	53.14%
17	152	Police Grants	\$ 954,704.75	\$ 180,000.00	\$ 892,431.00	\$ 1,072,431.00	\$ 232,411.40	\$ 892,431.00	\$ 1,124,842.40	\$ 902,293.35	80.22%
18	161	DYBID	\$ 80,643.14	\$ 185,750.00		\$ 185,750.00	\$ 184,632.28		\$ 184,632.28	\$ 81,760.86	44.28%
19	162	Trolley	\$ 52,133.25	\$ 11,868.93		\$ 11,868.93	\$ 15,305.26		\$ 15,305.26	\$ 48,696.92	318.17%
20	163	Front St PBIA	\$ 10,094.10	\$ 3,700.00		\$ 3,700.00	\$ 3,700.00		\$ 3,700.00	\$ 10,094.10	272.81%
21	170	Tourism Promo	\$ 822,376.77	\$ 2,106,200.00		\$ 2,106,200.00	\$ 1,998,903.88		\$ 1,998,903.88	\$ 929,672.89	46.51%
22	171	Capitol Theatre	\$ 107,988.67	\$ 432,000.00		\$ 432,000.00	\$ 421,504.30		\$ 421,504.30	\$ 118,484.37	28.11%
23	172	Pub Fac District	\$ 926,012.94	\$ 1,122,943.00		\$ 1,122,943.00	\$ 1,430,082.08		\$ 1,430,082.08	\$ 618,873.86	43.28%
24	173	TPA	\$ 126,107.40	\$ 1,210,400.00		\$ 1,210,400.00	\$ 1,217,550.28		\$ 1,217,550.28	\$ 118,957.12	9.77%
25	174	Cap Th PFD	\$ 730,372.11	\$ 861,330.74		\$ 861,330.74	\$ 651,608.56		\$ 651,608.56	\$ 940,094.29	144.27%
26	180	American Rescue Plan	\$ 67,700.00	\$ 11,958,421.09	\$ 2,538,363.57	\$ 14,496,784.66	\$ 11,958,421.09	\$ 2,538,363.57	\$ 14,496,784.66	\$ 67,700.00	0.47%
27	272	Conv Ctr PFD	\$ 366,200.21	\$ 1,454,277.00		\$ 1,454,277.00	\$ 1,404,278.36		\$ 1,404,278.36	\$ 416,198.85	29.64%
28	281	GO Bonds	\$ 17,626.11	\$ 2,949,913.66		\$ 2,949,913.66	\$ 2,949,913.66		\$ 2,949,913.66	\$ 17,626.11	0.60%
29	Capital Project Funds:		\$ 17,590,194.91	\$ 16,591,461.15	\$ 3,506,422.00	\$ 20,097,883.15	\$ 18,032,299.48	\$ 3,993,486.42	\$ 22,025,785.90	\$ 15,662,292.16	
30	321	CBD Cap Impr	\$ 55,023.93	\$ -		\$ -	\$ -		\$ -	\$ 55,023.93	#DIV/0!
31	322	Cap Th Constr	\$ 197,361.31	\$ 60,000.00		\$ 60,000.00	\$ 60,000.00	\$ 26,087.46	\$ 86,087.46	\$ 171,273.85	198.95%
32	323	YRDA	\$ 745,824.94	\$ 1,260,000.00		\$ 1,260,000.00	\$ 1,259,925.10		\$ 1,259,925.10	\$ 745,899.84	59.20%
33	331	Parks Capital	\$ 365,035.38	\$ 207,120.00		\$ 207,120.00	\$ 61,558.56		\$ 61,558.56	\$ 510,596.82	829.45%
34	332	Fire Capital	\$ 606,001.95	\$ 163,000.00		\$ 163,000.00	\$ 82,291.42		\$ 82,291.42	\$ 686,710.53	834.49%
35	333	Law&Justice Cap	\$ 422,375.66	\$ 278,032.31		\$ 278,032.31	\$ 2,718.00		\$ 2,718.00	\$ 697,689.97	25669.24%
36	303	.3% L&J Cap	\$ 552,649.75	\$ 120,000.00		\$ 120,000.00	\$ 120,000.00		\$ 120,000.00	\$ 552,649.75	460.54%
37	342	Reet1	\$ 2,978,608.27	\$ 1,492,447.84		\$ 1,492,447.84	\$ 1,394,758.70	\$ 109,144.56	\$ 1,503,903.26	\$ 2,967,152.85	197.30%
38	343	Reet2	\$ 1,114,691.54	\$ 1,408,000.00		\$ 1,408,000.00	\$ 1,898,636.13	\$ 42,832.40	\$ 1,941,468.53	\$ 581,223.01	29.94%
39	344	TBD	\$ 5,211,580.42	\$ 1,786,000.00		\$ 1,786,000.00	\$ 1,999,235.12		\$ 1,999,235.12	\$ 4,998,345.30	250.01%
40	346	Streets Capital	\$ 3,308,659.68	\$ 9,036,861.00	\$ 3,506,422.00	\$ 12,543,283.00	\$ 9,956,993.45	\$ 3,506,422.00	\$ 13,463,415.45	\$ 2,388,527.23	17.74%
41	370	Conv Ctr Capital	\$ 1,839,510.53	\$ 780,000.00		\$ 780,000.00	\$ 1,089,097.20	\$ 225,000.00	\$ 1,314,097.20	\$ 1,305,413.33	99.34%
42	392	Cap Impr Reserve	\$ 192,871.55	\$ -		\$ -	\$ 107,085.80	\$ 84,000.00	\$ 191,085.80	\$ 1,785.75	0.93%

**2023 Adopted Budget  
Revised Quarter 1  
Budget Amendment**

	A	B	C	D	E	F	G	H	I	J	K
1	Fund			Revenue			Expenditures			Ending	Fund Balance
2			Beginning Fund Balance As of 3/19/24	Adopted Budget	Adjustment	Revised	Adopted Budget	Adjustment	Revised	Fund Blance	Percentage
3	General Government Funds:		\$ 24,711,073.54	\$ 122,421,019.22	\$ 4,624,404.57	\$ 127,045,423.79	\$ 124,202,874.40	\$ 5,235,463.55	\$ 129,438,337.95	\$ 22,318,159.38	
43	Enterprise Funds:		\$ 82,826,712.74	\$ 91,761,690.42	\$ 10,360,000.00	\$ 102,121,690.42	\$ 93,007,471.55	\$ 25,762,610.93	\$ 118,770,082.48	\$ 66,178,320.68	
44	421	Airport Operations	\$ 1,397,909.41	\$ 1,790,816.00		\$ 1,790,816.00	\$ 1,943,275.79	\$ 42,249.37	\$ 1,985,525.16	\$ 1,203,200.25	60.60%
45	422	Airport Capital	\$ 277,784.40	\$ 6,628,451.00		\$ 6,628,451.00	\$ 6,542,357.12		\$ 6,542,357.12	\$ 363,878.28	5.56%
46	441	Stormwater Ops	\$ 2,851,810.85	\$ 4,064,410.00		\$ 4,064,410.00	\$ 3,922,839.12	\$ 2,978.86	\$ 3,925,817.98	\$ 2,990,402.87	76.17%
47	442	Stormwater Cap	\$ 4,640,981.05	\$ 955,116.65		\$ 955,116.65	\$ 925,292.32	\$ 2,000,810.91	\$ 2,926,103.23	\$ 2,669,994.47	91.25%
48	462	Transit	\$ 13,626,253.49	\$ 11,251,664.00		\$ 11,251,664.00	\$ 10,463,631.69	\$ 6,222.47	\$ 10,469,854.16	\$ 14,408,063.33	137.61%
49	464	Transit Capital	\$ 4,961,949.35	\$ 1,812,267.66	\$ 760,000.00	\$ 2,572,267.66	\$ 1,700,000.00	\$ 1,342,550.10	\$ 3,042,550.10	\$ 4,491,666.91	147.63%
50	471	Refuse	\$ 5,282,350.97	\$ 9,701,655.93		\$ 9,701,655.93	\$ 9,659,455.01	\$ 6,222.49	\$ 9,665,677.50	\$ 5,318,329.40	55.02%
51	472	WW Cap Fac	\$ 2,904,320.85	\$ 1,000,000.00		\$ 1,000,000.00	\$ 910,149.84	\$ 1,900,000.00	\$ 2,810,149.84	\$ 1,094,171.01	38.94%
52	473	WW Operating	\$ 13,909,026.17	\$ 24,388,793.00		\$ 24,388,793.00	\$ 26,498,563.78	\$ 4,229,408.94	\$ 30,727,972.72	\$ 7,569,846.45	24.64%
53	474	Water Operating	\$ 8,787,183.04	\$ 13,905,032.89		\$ 13,905,032.89	\$ 13,690,775.78	\$ 60,356.88	\$ 13,751,132.66	\$ 8,941,083.27	65.02%
54	475	Irrigation Operating	\$ 1,189,724.22	\$ 2,167,600.00		\$ 2,167,600.00	\$ 2,654,282.13	\$ 7,810.91	\$ 2,662,093.04	\$ 695,231.18	26.12%
55	476	WW Constr	\$ 9,617,214.90	\$ 2,205,116.65		\$ 2,205,116.65	\$ 1,768,067.52	\$ 7,700,000.00	\$ 9,468,067.52	\$ 2,354,264.03	24.87%
56	477	Water Capital	\$ 3,001,490.86	\$ 3,205,116.64		\$ 3,205,116.64	\$ 668,517.04	\$ 2,464,000.00	\$ 3,132,517.04	\$ 3,074,090.46	98.13%
57	478	WW Facilities	\$ 8,237,728.13	\$ 4,000,000.00	\$ 4,000,000.00	\$ 8,000,000.00	\$ 4,383,978.24	\$ 6,000,000.00	\$ 10,383,978.24	\$ 5,853,749.89	56.37%
58	479	Irrigation Capital	\$ (1,223,902.09)	\$ 4,027,000.00	\$ 5,600,000.00	\$ 9,627,000.00	\$ 6,617,636.17		\$ 6,617,636.17	\$ 1,785,461.74	26.98%
59	488	WW Rev Bond	\$ 359,202.67	\$ 387,900.00		\$ 387,900.00	\$ 387,900.00		\$ 387,900.00	\$ 359,202.67	92.60%
60	491	Irrig Rev Bond	\$ 230,106.91	\$ 270,750.00		\$ 270,750.00	\$ 270,750.00		\$ 270,750.00	\$ 230,106.91	84.99%
61	493	WW Rev Bond	\$ 2,775,577.56	\$ -		\$ -	\$ -		\$ -	\$ 2,775,577.56	#DIV/0!
62	Internal Service Funds:		\$ 20,594,522.35	\$ 35,817,068.88	\$ 239,000.00	\$ 36,056,068.88	\$ 37,731,977.87	\$ 4,055,914.59	\$ 41,787,892.46	\$ 14,862,698.77	
63	512	Unemploy Reserve	\$ 536,913.57	\$ 259,358.01		\$ 259,358.01	\$ 209,018.93		\$ 209,018.93	\$ 587,252.65	280.96%
64	513	Health Reserve	\$ 4,037,685.31	\$ 15,628,548.35		\$ 15,628,548.35	\$ 15,289,094.77		\$ 15,289,094.77	\$ 4,377,138.89	28.63%
65	514	Workers Comp Res	\$ 399,336.74	\$ 4,480,686.00		\$ 4,480,686.00	\$ 3,700,144.15		\$ 3,700,144.15	\$ 1,179,878.59	31.89%
66	515	Risk Mgmt Reserve	\$ 8,036,144.36	\$ 4,546,286.36		\$ 4,546,286.36	\$ 7,352,241.57		\$ 7,352,241.57	\$ 5,230,189.15	71.14%
67	516	Wellness	\$ 204,582.16	\$ 75,000.00		\$ 75,000.00	\$ 66,900.00		\$ 66,900.00	\$ 212,682.16	317.91%
68	551	Equipment Rental	\$ (277,870.89)	\$ 3,654,133.09		\$ 3,654,133.09	\$ 3,745,399.37		\$ 3,745,399.37	\$ (369,137.17)	-9.86%
69	552	Replacement Reserve	\$ 5,580,432.49	\$ 2,444,747.00	\$ 239,000.00	\$ 2,683,747.00	\$ 2,520,000.00	\$ 4,055,914.59	\$ 6,575,914.59	\$ 1,688,264.90	25.67%
70	555	Environmental	\$ 281,653.73	\$ 630,000.00		\$ 630,000.00	\$ 724,657.84		\$ 724,657.84	\$ 186,995.89	25.80%
71	560	PW Admin	\$ 781,379.34	\$ 1,462,119.00		\$ 1,462,119.00	\$ 1,488,330.17		\$ 1,488,330.17	\$ 755,168.17	50.74%
72	581	Customer SVC	\$ 1,014,265.54	\$ 2,636,191.07		\$ 2,636,191.07	\$ 2,636,191.07		\$ 2,636,191.07	\$ 1,014,265.54	38.47%
73	Fiduciary Funds:		\$ 2,311,627.32	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 2,311,627.32	
74	632	Yakcorps	\$ 1,170,110.44	\$ -		\$ -		\$ -	\$ -	\$ 1,170,110.44	#DIV/0!
75	633	Custodial Fund	\$ 402,769.62	\$ -		\$ -		\$ -	\$ -	\$ 402,769.62	
76	710	Cemetery Trust	\$ 738,747.26	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 12,000.00	\$ -	\$ 12,000.00	\$ 738,747.26	6156.23%
77	Grand Total		\$ 148,034,130.86	\$ 266,603,239.67	\$ 18,729,826.57	\$ 285,333,066.24	\$ 272,986,623.30	\$ 39,047,475.49	\$ 312,034,098.79	\$ 121,333,098.31	38.88%
78									\$ 121,333,098.31		
79									\$ -		



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 8.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Resolution authorizing a contract with Chervenell Construction Company for the MLK Jr Park Eastside Pool Project 2745

**SUBMITTED BY:** Scott Schafer, Director of Public Works  
Bill Preston, PE, City Engineer  
\*Ken Wilkinson, Park and Recreation Manager

**SUMMARY EXPLANATION:**

The MLK Jr. Park Eastside Pool Project 2745 will provide for a public Aquatic Center located in east Yakima at MLK Jr. Park.

The City of Yakima (City) used the procedure established by Washington State law for the bidding and awarding of public capital improvement project with Chervenell Construction Company being selected to provide construction in the amount of \$9,770,000 plus Washington State Sales Tax (WSST), not to exceed \$10,580,910.00.

The Contract has been enclosed for City Council review.

The project is funded by multiple sources, including state grants, ARPA funds, local funds, and private donations.

As a reminder, as discussed during the April 9 Study Session, donations are timed to come in over 2024, 2025, and 2026, and there remains approximately \$500,00 - \$600,000 left to raise. From a spending standpoint (spenddown), the project will be paid out over an approximate 14 month period. Fundraising efforts, which have been quite successful to date, are expected continue and the goal of the privately funded portion of the project is expected to be reached. In that money will flow into the project a bit slower than the construction spenddown, the City will be required to advance City funds to fill the gap toward the end of the spend down. This will be accomplished utilizing fund balance or an interfund loan, to be paid back as the remaining are received. The City has sufficient resources to accomplish this, however, can wait to develop an exact strategy until closer to the time of need when more information is known.



**ITEM BUDGETED:** Yes

**STRATEGIC PRIORITY:** Neighborhood and Community Building

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER****RECOMMENDATION:**

Adopt Resolution awarding the bid to Chervenell Construction Company.

**ATTACHMENTS:**

<b>Description</b>		<b>Upload Date</b>	<b>Type</b>
	Resolution	4/12/2024	Resolution
	Contract	4/3/2024	Contract

## RESOLUTION NO. R-2024-

**A RESOLUTION** authorizing an agreement with Chervenell Construction Company for the MLK Jr Park Eastside Pool Project 2745.

**WHEREAS**, the City of Yakima previously entered into a contract with NAC Architecture (R-2023-010) to provide aquatic pool design for the MLK Jr Park Eastside Pool Project 2745 (Project) under original contract number 2023-007, approved by the City Council and executed on January 4, 2023 by Resolution Number 2023-010; and

**WHEREAS**, the Project consists of construction of a public swimming pool located in east Yakima area at 610 South 9<sup>th</sup> Street; and

**WHEREAS**, the funding will be provided from a variety of funding sources including state grants, ARPA, Local Funds, and donations; and

**WHEREAS**, the City of Yakima used the procedure established by Washington State law for the bidding and awarding of public capital improvement projects; and

**WHEREAS**, Chervenell Construction Company was determined to be qualified to perform the needed construction work; and

**WHEREAS**, the contract will be null and void if bond, certificate, and required insurance certificate and endorsement are not received within specified timeframe; and

**WHEREAS**, the Scope of Work and Budget included in this contract meets the needs and requirements of the City of Yakima for this Project; and

**WHEREAS**, the City Council of the City of Yakima finds that entering into the contract with Chervenell Construction Company for construction of the MLK Jr Park Eastside Pool is in the best interests of the City and its residents; now, therefore,

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

**Section 1.** The City Manager is hereby authorized to execute a contract with Chervenell Construction Company, attached hereto and incorporated herein by this reference, contracted amount plus Washington State Sales Tax (WSST) for a total not to exceed Ten Million Five Hundred Eighty Thousand Nine Hundred and Ten Dollars (\$10,580,910) to provide construction services for work outlined in the contract for the MLK Jr Park Eastside Pool Project 2745.

**Section 2.** The will be null and void if bond, certificate and required insurance is not received as outlined in the contract.

**ADOPTED BY THE CITY COUNCIL** this 16<sup>th</sup> day of April, 2024.

---

Patricia Byers, Mayor

ATTEST:

---

Rosalinda Ibarra, City Clerk



# AIA® Document A101® – 2017

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

**AGREEMENT** made as of the sixteenth day of April in the year 2024  
(In words, indicate day, month and year.)

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

City of Yakima  
129 North 2<sup>nd</sup> Street  
Yakima, Washington 98901

and the Contractor:  
(Name, legal status, address and other information)

Chervenell Construction Company  
107422 E Detrick PR SE  
Kennewick, WA 99338

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

Martin Luther King Jr. Community Park Pool  
610 South 9<sup>th</sup> Street  
Yakima, Washington 98901

The Architect:  
(Name, legal status, address and other information)

NAC Inc.  
1203 West Riverside Avenue  
Spokane, Washington 99201  
(509) 838-8240

The Owner and Contractor agree as follows.

### **ADDITIONS AND DELETIONS:**

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- ☐ The date of this Agreement.
- ☒ A date set forth in a notice to proceed issued by the Owner.
- ☐ Established as follows:  
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

#### § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

☒ Not later than three-hundred eighty ( 380 ) calendar days from the date of commencement of the Work.

☐ By the following date:

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	N/A

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Million Seven Hundred Seventy Thousand Dollars (\$ 9,770,000.00) plus Washington State Sales Tax, subject to additions and deductions as provided in the Contract Documents.

#### **§ 4.2 Alternates**

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 2 Slide Tower & Dual Runout Slides for Pool B	\$970,000.00

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.  
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
As allowed under the bidding documents		

**§ 4.3** Allowances, if any, included in the Contract Sum:  
(Identify each allowance.)

Item	Price
Not Applicable (N/A)	

**§ 4.4** Unit prices, if any:  
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
(N/A)		

**§ 4.5** Liquidated damages, if any:  
(Insert terms and conditions for liquidated damages, if any.)

Liquidated damages are as described in the AIA 201 General Conditions and Specification Section 007300 Supplementary Conditions

The Contractor and Owner agree that the liquidated damages amount is not a penalty and is a reasonable estimation of actual damages to the Owner if they are not able to open the outdoor aquatic center for business for the full summer season session.

#### **§ 4.6 Other:**

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:15:01 ET on 04/03/2024 under Order No.3104239382 which expires on 10/10/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1464100981)



*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

## **ARTICLE 5 PAYMENTS**

### **§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Schedule per Contract Documents

**§ 5.1.3** The Owner shall make payment of the amount certified to the Contractor as provided in the Contract Documents.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

### **§ 5.1.7 Retainage**

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

Statutory retainage of five percent (5%) shall be withheld from all payments, unless the Contractor submits and the Owner accepts a retainage bond pursuant to RCW 60.28.011(6).

**§ 5.1.7.1.1** The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

Per statute and the Contract Documents.

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

N/A

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **§ 5.2 Final Payment**

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

30 days after completion of all requirements for Final Acceptance listed in the A201-2017 General Conditions and Supplementary Conditions

## **§ 5.3 Interest**

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

*(Paragraph deleted)*

Per the Contract Documents

## **ARTICLE 6 DISPUTE RESOLUTION**

### **§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

N/A

## § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☐ Litigation in a court of competent jurisdiction

☒ Other *(Specify)*

Litigation in Superior Court in Yakima County, Washington

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

Ken Wilkinson  
2301 Fruitvale Boulevard  
Yakima, WA 98902  
(509) 575-6005  
Kenneth.Wilkinson@yakimawa.gov

§ 8.3 The Contractor's representative:

*(Name, address, email address, and other information)*

Brandon Mayfield, President  
Chervenell Construction Company  
107422 E. Detrick PR SE  
Kennewick, WA 99338

Init.

AIA Document A101 – 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017. All rights reserved. "The American Institute of Architects," "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are trademarks of The American Institute of Architects. This document was produced at 08:15:01 ET on 04/03/2024 under Order No.3104239382 which expires on 10/10/2024, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail docinfo@aiaccontracts.com.

User Notes:

(1464100981)

(509) 735-3377  
bmayfield@chervenell.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

Per the Contract Documents

§ 8.7 Other provisions:

N/A

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, as modified
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction

*(Paragraphs deleted)*

as revised by the Owner including Supplementary Conditions. All references to the A201 or to the General Conditions are to the revised document.

- .4 Not used.

- .5 Drawings

**Number**

See attached Index of Drawings

**Title**

**Date**

- .6 Specifications

**Section**

See attached Table of Contents

**Title**

**Date**

**Pages**

- .7 Addenda, if any:

**Number**

1

2

3

4

**Date**

February 8, 2024

February 15, 2024

February 22, 2024

February 29, 2024

**Pages**

25

21

36

52

Init.

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8** Other Exhibits:  
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ **X** ] The Supplementary and other Conditions of the Contract  
(Paragraph deleted)

Document	Title	Date	Pages
Project Manual dated January 19, 2024			

(Paragraphs deleted)

- .9** Other documents, if any, listed below:  
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Department of Labor and Industries Prevailing Wage Rates/  
As part of the same Project Manual dated January 19, 2024, as stated in Section 9, the following documents are included as part of the Contract Documents: Invitation or Advertisement for Bids, Instructions to Bidders

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** (Signature)

Dave Zabell, Interim City Manager  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR** (Signature)

Brandon Mayfield, President  
(Printed name and title)

# Additions and Deletions Report for

## AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 08:15:01 ET on 04/03/2024.

### PAGE 1

**AGREEMENT** made as of the sixteenth day of April in the year 2024

...

City of Yakima  
129 North 2<sup>nd</sup> Street  
Yakima, Washington 98901

...

Chervenell Construction Company  
107422 E Detrick PR SE  
Kennewick, WA 99338

...

Martin Luther King Jr. Community Park Pool  
610 South 9<sup>th</sup> Street  
Yakima, Washington 98901

...

NAC Inc.  
1203 West Riverside Avenue  
Spokane, Washington 99201  
(509) 838-8240

### PAGE 2

[ ☒ ] A date set forth in a notice to proceed issued by the Owner.

### PAGE 3

[ ☒ ] Not later than three-hundred eighty ( 380 ) calendar days from the date of commencement of the Work.

...

N/A

N/A

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$—), Nine Million Seven Hundred Seventy Thousand Dollars (\$ 9,770,000.00) plus Washington State Sales Tax, subject to additions and deductions as provided in the Contract Documents.

...

Alternate No. 2 Slide Tower & Dual      \$970,000.00  
Runout Slides for Pool B

...

As allowed under the bidding documents

...

Not Applicable (N/A)

...

(N/A)

...

Liquidated damages are as described in the AIA 201 General Conditions and Specification Section 007300  
Supplementary Conditions

The Contractor and Owner agree that the liquidated damages amount is not a penalty and is a reasonable estimation of actual damages to the Owner if they are not able to open the outdoor aquatic center for business for the full summer season session.

**PAGE 4**

N/A

...

Schedule per Contract Documents

§ 5.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the — day of a month, the~~  
~~The Owner shall make payment of the amount certified to the Contractor not later than the — day of the — month. If an~~  
~~Application for Payment is received by the Architect after the application date fixed above, payment of the amount~~  
~~certified shall be made by the Owner not later than — ( — ) days after the Architect receives the Application for~~  
~~Payment as provided in the Contract Documents.~~

**PAGE 5**

Statutory retainage of five percent (5%) shall be withheld from all payments, unless the Contractor submits and the Owner accepts a retainage bond pursuant to RCW 60.28.011(6).

...

N/A

...

Per statute and the Contract Documents.

...

N/A

...

30 days after completion of all requirements for Final Acceptance listed in the A201-2017 General Conditions and Supplementary Conditions

...

%

Per the Contract Documents

**PAGE 6**

N/A

...

☒ Other (*Specify*)

Litigation in Superior Court in Yakima County, Washington

...

N/A

...

Ken Wilkinson

2301 Fruitvale Boulevard

Yakima, WA 98902

(509) 575-6005

Kenneth.Wilkinson@yakimawa.gov

...

Brandon Mayfield, President

Chervenell Construction Company

107422 E. Detrick PR SE

Kennewick, WA 99338

(509) 735-3377

bmayfield@chervenell.com

**PAGE 7**

Per the Contract Documents

...

N/A

...

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor  
Contractor, as modified

...

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction



~~4~~ — AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.) as revised by the Owner including Supplementary Conditions. All references to the A201 or to the General Conditions are to the revised document.

~~4~~ Not used.

See attached Index of Drawings

See attached Table of Contents

PAGE 8

<u>1</u>	<u>February 8, 2024</u>	<u>25</u>
<u>2</u>	<u>February 15, 2024</u>	<u>21</u>
<u>3</u>	<u>February 22, 2024</u>	<u>36</u>
<u>4</u>	<u>February 29, 2024</u>	<u>52</u>

[ ] — AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.) **X** ] The Supplementary and other Conditions of the Contract

[ ] — The Sustainability Plan:

<u>Title</u>	<u>Date</u>	<u>Pages</u>
--------------	-------------	--------------

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
<u>Project Manual dated January 19, 2024</u>			

[ ] — Supplementary and other Conditions of the Contract:

<u>Document</u>	<u>Title</u>	<u>Date</u>	<u>Pages</u>
-----------------	--------------	-------------	--------------

Department of Labor and Industries Prevailing Wage Rates/

As part of the same Project Manual dated January 19, 2024, as stated in Section 9, the following documents are included as part of the Contract Documents: Invitation or Advertisement for Bids, Instructions to Bidders

Dave Zabell, Interim City Manager

Brandon Mayfield, President

## ***Certification of Document's Authenticity***

### ***AIA® Document D401™ – 2003***

I, \_\_\_\_\_, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 08:15:01 ET on 04/03/2024 under Order No. 3104239382 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

\_\_\_\_\_  
*(Signed)*

\_\_\_\_\_  
*(Title)*

\_\_\_\_\_  
*(Dated)*



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 9.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Resolution authorizing a Right-of-Way Use Permit to install fencing in a portion of alleyway north of H St between 1st St and Front St

**SUBMITTED BY:** Bill Preston, Interim Community Development Director  
\*Glenn Denman, Code Administration Manager

**SUMMARY EXPLANATION:**

Yakima Neighborhood Health Services is requesting a Right-of-Way Use Permit (RL230094) to fence in a portion of the alleyway that runs north and south between N 1st St and N Front St, north of H St. The portion of the alley to be fenced off bisects the parcels that the existing motel is on.

Right-of-Way Use permits are processed under the provisions of Chapter 8.20, which requires review by the code administration manager and final approval by the City Council. The permit also requires liability insurance as prescribed in Section 8.20.060, which the applicant has provided. Approved permits are valid for a period of one year, renewable annually. This allows the City an opportunity to review any public health/safety/welfare issues that may need to be addressed in subsequent years.

**ITEM BUDGETED:** NA

**STRATEGIC PRIORITY:** Neighborhood and Community Building

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Adopt Resolution.

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Resolution	4/1/2024	Resolution
<input type="checkbox"/> Memo	4/1/2024	Cover Memo
<input type="checkbox"/> Application_RL230094	3/22/2024	Backup Material
<input type="checkbox"/> Letters from Property Owners	3/22/2024	Backup Material

## RESOLUTION NO. R-2024-

**A RESOLUTION** authorizing the issuance of a right-of-way use permit for the installation of a fence in a portion of the alleyway adjacent to 818 N 1<sup>st</sup> St.

**WHEREAS**, pursuant to Chapter 8.20 YMC, the City Council is authorized to issue permits for construction of certain improvements within public rights-of-way; and

**WHEREAS**, Yakima Neighborhood Health Services is requesting a right-of-way use permit to allow the installation of fencing and gates inside of the alleyway that runs north and south between N 1<sup>st</sup> St and N Front St, north of H St; and

**WHEREAS**, city staff recommends approval of such a permit and recommends that the application be reviewed by the full Council; and

**WHEREAS**, the City Council, having considered such application and the recommendation of city staff, hereby finds and determines that issuance of the requested right-of-way use permit authorized pursuant to Chapter 8.20 YMC is in the best interest of the residences of the City of Yakima and the City, and will promote the general health, safety and welfare; now, therefore

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

The City Manager is hereby authorized to execute and issue a right-of-way use permit in accordance with the provisions of Chapter 8.20 YMC and in conformity with the application for such permit submitted by Yakima Neighborhood Health Services by application dated June 5, 2023 and designated as City Regulatory License No. RL230094 for the use of right-of-way adjacent to 818 N 1<sup>st</sup> St for said fence which shall include the following provisions:

1. Follow the requirements of YMC 8.20, including but not limited to, maintaining insurance requirements;
2. The City may terminate the permit after having provided 30 days written notice to the applicant;
3. Upon termination of the permit, the applicant shall restore such right-of-way to the condition it was in prior to the installation of the work.

**ADOPTED BY THE CITY COUNCIL** this 16<sup>th</sup> day of April, 2024.

---

Patricia Byers, Mayor

ATTEST:

---

Rosalinda Ibarra, City Clerk

## Memorandum

DATE: April 16, 2024  
TO: Yakima City Council  
COPY: Bill Preston, Interim Community Development Director  
FROM: Glenn Denman, Code Administration Manager  
RE: Right-of-way Use Permit Application

---

The City of Yakima received a long-term right-of-way use permit application for the use of the alley between N 1<sup>st</sup> St and N Front St at 818 N 1<sup>st</sup> St by Yakima Neighborhood Health Services (YNHS) as part of their redevelopment of the previously occupied hotel. The new use consists of renovating the hotel into a commercial and residential facility. The application is to construct fencing and gates that will block off the alley creating a secure and controlled area for the use of residents and staff within the site.

Pursuant to Yakima Municipal Code (YMC) 8.20.050, the City Council shall, by motion, approve or deny the application. Application materials consist of a site plan showing the location of fences and gates, utilities that will continue to be located in the right-of-way, and areas that will be utilized by YNHS.

Proposed gates will be provided with Knox Box locks that will enable access to various utilities within the alley as well as for emergency apparatus, personnel and equipment.

As part of the application process, YNHS was required to contact adjacent businesses that would be affected by the closing off of the alley. Businesses have replied stating that closing the alley would not affect their respective operations.

Should the Council approve the application, YNHS will be required to provide the required insurance and hold harmless agreement in accordance with YMC 8.20.060 and 8.20.065 respectively prior to the issuance of the permit. Such permits are valid for up to one year from the date of issuance and are subject to renewal annually.

City of Yakima staff recommends approval of the application.



**COMMUNITY DEVELOPMENT DEPARTMENT**

**Code Administration Division**

**129 North Second Street, 2<sup>nd</sup> Floor Yakima, Washington 98901**

**(509) 575-6126 Fax (509) 576-6576**

**codes@yakimawa.gov www.buildingyakima.com**

Permit/  
License #

**RL230094**

**RIGHT OF WAY USE REGULATORY LICENSE APPLICATION**

YMC Chapter 8.20

**Fees: ☒ Right of Way Use Permit (Permanent/Long-Term)**

\$100.00 Non-Refundable Application Fee / \$100.00 Annual Renewal Fee

\$435.00 Administrative Adjustment Application Fee (Review Required for Uses in Residential Zones YMC 8.20.040(B))

☐ **Small Wireless Facility**

\$100.00 Non-Refundable Application Fee / \$100.00 Annual Renewal Fee

\$150.00 Post-Installation Inspection Fee

☐ **Short-Term Permit (Less than 30 days in Duration)**

\$50.00 Non-Refundable Application Fee

**Type of Use Permit:**

☒ Business/Commercial Use (Commercial or Industrial Zone) – YMC 8.20.040(A)

City of Yakima Business License #: BLS230019

☐ Residential Right of Way Use (Located within a Residential Zone) – YMC 8.20.052

Administrative Adjustment: ADJ# \_\_\_\_\_

☐ Signs (including sidewalk and/or projecting signs) – YMC 8.20.055

☐ Small Wireless Facility – YMC 8.20.057

☐ Short-Term Permit – YMC 8.20.075 Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_

☐ Crosswalk Painting/Markings (see policy from Resolution [R-2021-058](#) for more details)

**Applicant Info: ☐ Owner or ☒ Entitled Occupier of Adjacent Property]**

Name: Yakima Neighborhood Health Services

Address: 12 S 8TH ST

City: Yakima

State: WA

Zip: 98901-3020

Phone: 509. 454. 4143

Alternate Phone: \_\_\_\_\_

E-mail: rhonda.hauff@ynhs.org

**Public Right-of-Way Use Location:**

Describe Location: Alley way bisecting the motel parcels at 818 N. 1st Street

Purpose of Right of Way Use: To control the safety of the motel occupants

Type of Business Operated on Adjacent Property (if applicable): Commercial Multi-Use apartments and coffee / office area.

**Required Submittals:**

- ☐ A Scaled Site Plan depicting the public right-of-way.
- ☐ Plans and specifications for utility/structure desired in or on public right-of-way.
- ☐ For permit specific requirements, see applicable code section in YMC 8.20.
- ☐ Hold Harmless and Indemnification Agreement (attached)
- ☐ Prior to issuance of license, applicant shall file evidence of comprehensive public liability insurance, pursuant to the limits in YMC 8.20.060, with the City of Yakima named as an additional insured party; a copy of additional insured endorsement shall be included.

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT  
RIGHT OF WAY USE REGULATORY PERMIT: YMC 8.20**

THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT ("Agreement") is hereby entered into by Yakima Neighborhood Health Services (hereinafter referred to as "Applicant") holding harmless the CITY OF YAKIMA as outlined herein.

Applicant voluntarily assumes and freely chooses to incur any and all risk of loss, damages, or injury that may occur or arise from any activities undertaken on, within, above or over the City of Yakima's right of way for which the right of way use regulatory permit is issued.

Applicant shall hold harmless, protect, defend, indemnify and hold the City, and its elected and appointed officials, employees and agents, harmless from and against any and all claims, demands, losses, damages, liens, liabilities, penalties, fines, lawsuits, and other proceedings, and any costs and expenses associated with the same (including attorney's fees and disbursements, whether in litigation or not), which accrue to or are incurred by the City, or its elected or appointed officials, employees or agents, and which arise directly or indirectly from or out of, relate to, or in any way are connected with personal injuries, loss of life or property damage occurring because of the Applicant's, its agents, successors, assigns, contractors, employees, invitees or any third party's use, operation, placement of items or materials within the right of way, or maintenance of the right of way covered by this Agreement and the right of way use permit granted by the City, and any litigation, legal challenge or determination pertaining to the validity of this agreement.

This Agreement was voluntarily entered into by Applicant as part of the application process for a Right of Way Use Regulatory Permit [Permit/License# RL280094]. Applicant has read and understands the information in this Agreement and hereby agrees to all the terms contained herein. This Hold Harmless and Indemnification Agreement shall run with the land and is binding on the parties and their successors in interest and assigns.

DATED this 5 day of June, 2023.

APPLICANT:

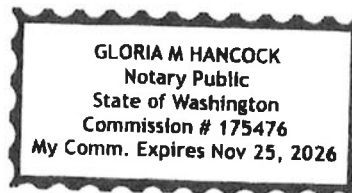
[Signature]  
By (Print name):

STATE OF WASHINGTON )  
 ) ss.  
County of Yakima )

I certify that I know or have satisfactory evidence that Rhonda Harbb is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute this instrument, and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

DATED this 5 of June, 2023.

Gloria M Hancock  
Print Name: Gloria M Hancock  
Title: Notary Public  
My Commission Expires: November 25, 2026







December 05<sup>th</sup>, 2023

Dan Riddle  
Engineering Department  
City of Yakima  
129 N 2<sup>nd</sup> Street  
Yakima, WA 98901

Dear Mr. Owner of Autometrics :

The proposed fence installation below will have no adverse impact on the Autometrics business located at 813 N. Front St.

The fencing is intended to help with the security of the Yakima Neighborhood Health Service property at 818 N 1<sup>st</sup> St. But in addition, it will more than likely improve security to the surrounding properties by eliminating the foot traffic along the north/south alley way between First St. & Front St.

Sincerely,

as long as does not invade the Garage truck *Lockwood*

Autometrics  
813 N. Front St.  
Yakima, WA 98901

#### PROJECT NOTES:

OWNER ADDRESS:  
YAKIMA NEIGHBORHOOD HEALTH SERVICE  
12 S. 8TH STREET  
YAKIMA WA 98901

TENANT:  
NEIGHBORHOOD APARTMENTS  
YAKIMA NEIGHBORHOOD HEALTH SERVICE  
816 N 1ST STREET  
YAKIMA WA 98902

#### FENCING:

PARKING:  
12" 6" 6" ALUMINUM FENCE PANEL WITH PRESTRESS  
TOPS,  
POWDER COATED,  
INDUSTRIAL GRADE.

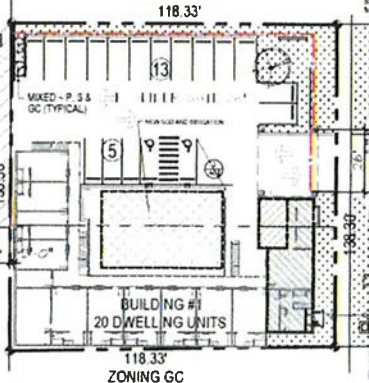


SITE PLAN - AERIAL

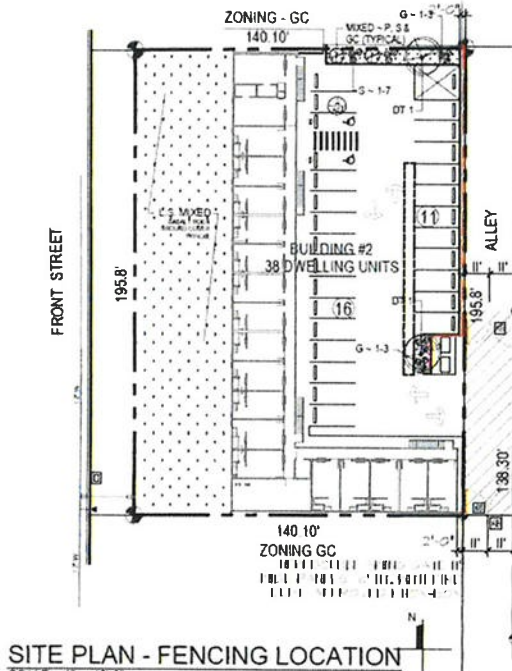
SCALE: NONE

ZONING - GC

118.33'



ZONING GC



SITE PLAN - FENCING LOCATION

SCALE: 1" = 40'-0"

#### RIGHT-OF-WAY USE PERMIT

Building Renovation for  
Neighborhood Apartments  
129 N 2<sup>nd</sup> Street, Yakima, WA 98901

10702 ESTES ROAD YAKIMA, WA 98908

T: 509 961 7404

E: DON@POSTONARCHITECTS.COM



NO. 10  
FILE: 10702 ESTES ROAD  
DATE: 12/05/23  
A-03

November 27th, 2023

8

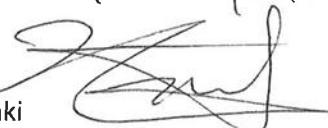
Dan Riddle  
Engineering Department  
City of Yakima  
129 N 2<sup>nd</sup> Street  
Yakima, WA 98901

Dear Mr. Riddle:

The proposed fence installation below will have no adverse impact on the New York Teriyaki restaurant located at 822 N. 1<sup>st</sup> St.

The fencing is intended to help with the security of the Yakima Neighborhood Health Services property at 818 N 1<sup>st</sup> St. But in addition, it will more than likely improve security to the surrounding properties by eliminating the foot traffic along the north/south alley way between First St. & Front St.

Sincerely,

JUNG KIM  


New York Teriyaki  
822 N 1<sup>st</sup> ST  
Yakima, WA 98901

#### PROJECT NOTES:

**PROJECT ADDRESS:**  
YAKIMA NEIGHBORHOOD HEALTH SERVICES  
125 S 8TH STREET  
YAKIMA, WA 98901

**PROJECT:**  
NEIGHBORHOOD APARTMENTS  
YAKIMA NEIGHBORHOOD HEALTH SERVICES  
818 1ST STREET  
YAKIMA, WA 98901

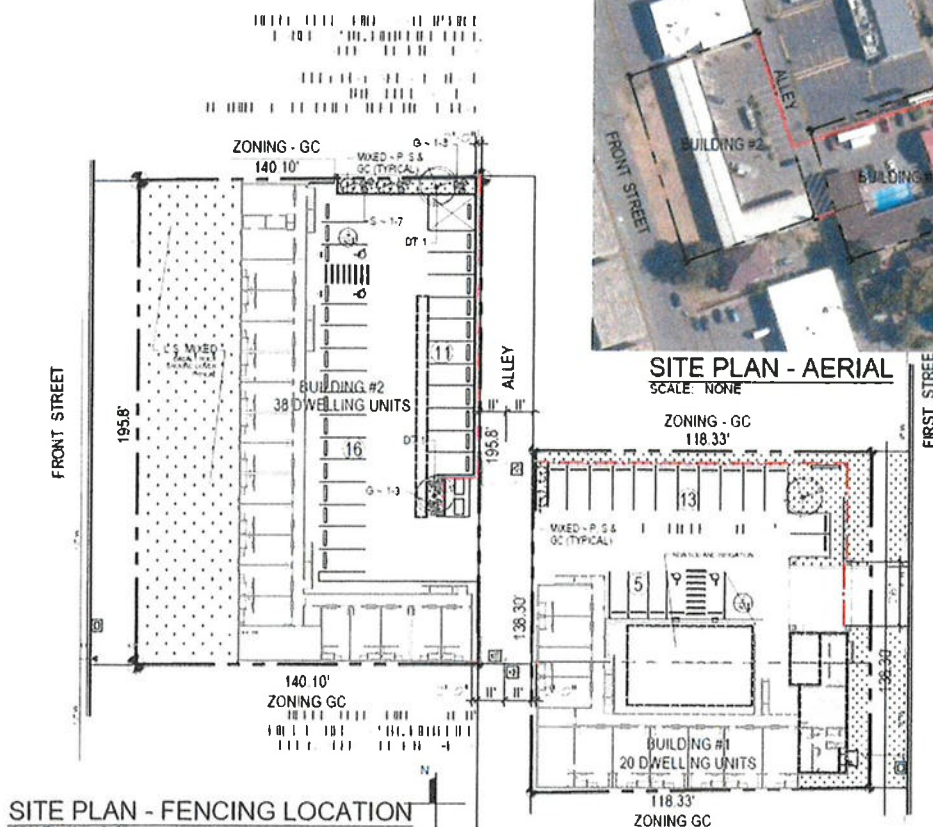
#### FENCING:

**FENCING:**  
12" 6" ALUMINUM POST AND RAIL INTERLOCKED SHEAR  
TOPS:  
POWDER COATED,  
INDUSTRIAL GRADE.



SITE PLAN - AERIAL

SCALE: NONE



SITE PLAN - FENCING LOCATION

SCALE: 1" = 40'-0"

#### RIGHT-OF-WAY USE PERMIT

Building Renovation for:  
Neighborhood Apartments  
CITY OF YAKIMA, WASHINGTON

10702 ESTES ROAD YAKIMA, WA 98908

T 509 961 7404

E DON@POSTONARCHITECTS.COM



RENO  
RUE, 1/2" = 1' - 0" Plan  
DATE: 11-27-23  
SHEET: 1 OF 1

A-03

December 14th, 2023

Dan Riddle  
Engineering Department  
City of Yakima  
129 N 2<sup>nd</sup> Street  
Yakima, WA 98901

Dear Mr. Riddle:

The proposed fence installation below will have no adverse impact on the Business Building owned by Picador LLC, Larry Knudson Member and Shopski LLC, Eric Knudson Member, located at 909 N. Front St.

The fencing is intended to help with the security of the Yakima Neighborhood Health Services property at 909 N. Front St. But in addition, it will more than likely improve security to the surrounding properties by eliminating the foot traffic along the north/south alley way between First St. & Front St.

Sincerely,

Persuant to terms detailed in  
Jose Farins' email dated 12/14/23  
We concur

Picador LLC, Larry Knudson Member  
Shopski LLC, Eric Knudson Member  
909 N. Front St.  
Yakima, WA 98901





**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 10.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Ordinance amending Yakima Municipal Code Chapter 9.50 Parking Rules and Rules of the Road and Chapter 9.60 regarding Enforcement of Parking Violations

**SUBMITTED BY:** Sara Watkins, City Attorney

**SUMMARY EXPLANATION:**

After further discussion at the City Council's April 9, 2024 Study Session, Staff presents amendments regarding parking regulations which address:

1. Reducing the Parking violation ticket amount to \$20.00
2. Reducing long-term parking pass costs to \$20.00 per month
3. Ensuring adequate parking for visitors and employees
4. Making parking lot parking 3 hours while leaving flexibility for street parking time limits
5. Changing the boundaries of the area wherein people may qualify to apply for parking permits in city-owned parking lots
6. Administrative changes

There are two pieces of legislation before the Council to accomplish these objectives. The first is an amendment to the Yakima Municipal Code which will change the regulations and reduce the penalty for noncompliance. The second is an amendment to the Master Fee Schedule which will reduce the parking pass costs.

**ITEM BUDGETED:**

**STRATEGIC PRIORITY:**

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Pass Ordinance.

**ATTACHMENTS:**

**Description**

**Upload Date**

**Type**

▢ Ord-Amend 9.50 and 9.60\_redline

4/12/2024

Backup Material

▢ Ord-Amend 9.50 and 9.60\_final

4/12/2024

Ordinance

## ORDINANCE NO. 2024-

**AN ORDINANCE** amending the City of Yakima Municipal Code Chapter 9.50: Parking and Rules of the Road and Chapter 9.60 regarding enforcement of parking violations

**WHEREAS**, the City Council of the City of Yakima finds it is in the best interests of the City and its residents to amend Yakima Municipal Code Chapter 9.50; now, therefore,

### BE IT ORDAINED BY THE CITY OF YAKIMA:

**Section 1.** Yakima Municipal Code Section 9.50.065: Parking time limits, is hereby amended to read as follows:

#### 9.50.065 Parking time limits

A. Parking time limits for streets ~~and city-owned lots~~ shall be at the discretion of the city manager.

A.B. The maximum time period for parking in city-owned lots shall be three hours.

B.C. It shall be a violation of this chapter to exceed a parking time limit when signs are erected in each block of the street with a parking time limit giving notice thereof, or in a city-owned parking lot when signs are erected in the parking lot giving notice of the parking time limit.

C.D. Parking time limits for streets and city-owned lots, as well as permit-only parking restrictions in the city-owned parking lots identified in YMC 9.50.215, shall be in force between the hours of eight a.m. and ~~six~~ five p.m., Monday through Friday, with the exception of the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Birthday	3 <sup>rd</sup> Monday in January
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November

Formatted: Indent: Left: 0.5", No bullets or numbering

Christmas Day	December 25th
---------------	---------------

**Section 2.** Yakima Municipal Code Section 9.50.215: City-owned parking lots—Parking regulated, shall be amended to read:

**9.50.215 City-owned parking lots—Parking regulated.**

A. “City-owned parking lot” means each of the following city-owned public parking lots:

Lot 1: ~~East “A” Street~~ Second Street parking lot—Lots 23 through 32, Block 50, the town of North Yakima (now city of Yakima). This parking lot is bounded on the west by North 2<sup>nd</sup> Street, and on the north by ~~East “A” Street~~ Staff Sgt. Pendleton Way.

Lot 2: South 3<sup>rd</sup> Street parking lot—Lots 13 through 32, Block 51, of the town of North Yakima (now city of Yakima). This parking lot is bounded on the east by South 3<sup>rd</sup> Street, on the south by East Chestnut Avenue, and on the west by South 2<sup>nd</sup> Street.

Lot 4: North 1<sup>st</sup> Street and ~~East “A” Street~~ Staff Sgt. Pendleton parking lot—Lots 23 through 27, Block 50, of the town of North Yakima (now city of Yakima). This parking lot is bounded on the north by ~~East “A” Street~~ Staff Sgt. Pendleton Way and on the west by North 1<sup>st</sup> Street.

Lot 5: North 1<sup>st</sup> Street parking lot—Lots 13 through 19, Block 10, of the town of North Yakima (now city of Yakima). This parking lot is bounded on the east by North 1<sup>st</sup> Street.

Lot 6: South 2<sup>nd</sup> Street parking lot—Lots 8 and 9, Block 32. This parking lot is located at 112 South 2<sup>nd</sup> Street.

~~B.~~ The procedures for enforcing the parking prohibitions of this section shall be those procedures provided by Chapter 9.60 of the city code as applicable to parking violations; provided, that the chief of police or his agent is authorized to immediately impound or cause to be impounded any unauthorized vehicle parked in city-owned public parking lots described in subsection A of this section. The applicable provisions of Chapter 9.47 of the city code shall govern towing, storage, redemption, or other disposition of any vehicle impounded pursuant to this section. (Ord. 2023-036 § 1, 2023; Ord. 2014-022 § 10, 2014; Ord. 2012-047 § 2, 2012; Ord. 2010-42 § 1, 2010; Ord 2009-12 § 2, 2009; Ord. 2005-04 § 3, 2005; Ord. 2001-03 § 2, 2001; Ord. 99-6 § 2, 1999; Ord. 3298 § 2, 1990).

**Section 3.** Yakima Municipal Code Section 9.50.220: Long-term parking permits, shall be amended to read as follows:

**9.50.220 Long-term parking permits.**

A. Issuance of Permits. The issuance of permits to authorize long-term vehicular parking in parking lots owned by the city shall be administered by the city department of finance and budget according to the following rules and regulations:

1. Number—Existing Permits—Waiting List. The number of long-term permits to be issued for parking in any lot shall not exceed ~~sixty-fourty~~ percent of the total parking spaces in ~~each respective lot~~ the city-owned lots listed in YMC 9.50.215(A). ~~The provisions of this section shall be administered by the city department of finance and~~



~~budget.~~ Issuance of new long-term parking permits shall be ~~issued~~ on a first-come, first-served basis. ~~When the quota is filled for any one parking lot, the applicant will be given the opportunity to be issued a long-term parking permit for any available parking space in another city-owned parking lot.~~ ~~When quotas the available long-term permits~~ are filled, subsequent applications ~~for long-term parking permits~~ received ~~after the quota is filled~~ will be placed on file in the order received, a waiting list will be established, and permits will be issued as openings occur.

2. Eligibility—Location. Permits shall be issued only upon the written application of a resident residing within, or an owner, manager or employee of a business or governmental agency located within the area bounded by the following streets:

~~East Martin Luther King Jr. Boulevard~~ Staff Sgt. Pendleton Way on the north; Naches Avenue on the east; Walnut Street on the south; and First Street on the west.

Managers or employees of the Yakima Valley Regional Library whose primarily place of employment is the downtown library branch are also eligible for a long-term permit.

Formatted: Indent: Left: 0.75"

3. Residential Permits. No more than two long-term parking permits may be issued to the resident of each residential unit within the area described in subsection (A)(2) of this section. A "residential unit" ~~means a housing unit in which all persons reside as a single group, such as a family, whether a single or multiple dwelling has the same meaning as "dwelling unit" as found in YMC 15.02.020.~~ Application for residential permits shall be made pursuant to YMC 9.50.200.
4. Application—Form. Application ~~for permits other than residential permits which use the application process outlined in 9.50.200,~~ shall be made on forms furnished by the ~~office of the director~~ department of finance and budget. Said application forms shall require, at a minimum, the following information and documentation:
  - a. Name, address, and telephone number of the applicant;
  - b. Make, model, and year of the passenger motor vehicle or pickup truck, which vehicle shall not exceed fourteen thousand pounds in gross weight, which is registered to the applicant and for which the permit is sought.
  - ~~c. In the case of a resident applying for a permit, the names of those persons living in the same residential unit as the applicant;~~
  - ~~d. c.~~ A copy of the current vehicle registration;
  - ~~e. d.~~ A copy of the applicant's current driver's license;
  - ~~f. e.~~ A copy of the applicant's current proof of insurance in the form required by RCW 46.30.030;
  - f. A representation that the vehicle is operable and may be legally driven on the public highways of Washington State;
  - g. A sworn statement that the applicant meets the Eligibility requirements of subsection 2 above; and
  - ~~h. Such other information as the director of finance and budget or her/his designee may deem necessary in complying with the terms of this section.~~
5. Issuance of Permit—No Designation of Parking Space. Permits are for the use of all of the city-owned parking lots listed in YMC 9.50.215(A). There is no designated parking spot, stall, location or parking lot associated with a parking permit. ~~The~~



~~director of finance and budget or her/his designee has discretion to designate permitted parking by zone, assigned by stall number, or other method that clearly shows the location of permit parking. If designated by any method other than stall number, the~~ The issuance of a permit does not reserve a designated parking space in ~~the any specific~~ parking lot and each applicant for a permit shall acknowledge in writing that no such space is reserved and that the issuance of a permit by the city does not guarantee the availability of a parking space at all times.

~~6. Permit Designated Parking Lot. Each permit shall have designated thereon the parking lot for which the permit is valid, and the attempted use of a permit for parking in a lot other than designate don the permit shall not afford the parking privileges which otherwise may be enjoyed by the permit holder.~~

~~7.6.~~ Term of Permit. Annual permits will be issued on an annual calendar basis, to expire on the last day of the of the month of December each year. Quarterly or semi-annual permits may also be issued, with the calendar quarters consisting of (a) January 1<sup>st</sup> through March 31<sup>st</sup>; (b) April 1<sup>st</sup> through June 30<sup>th</sup>; (c) July 1<sup>st</sup> through September 30<sup>th</sup>; and (d) October 1<sup>st</sup> through December 31<sup>st</sup>.

~~8.7.~~ Fee. The fee for a long-term parking permit shall be set forth in the city of Yakima master fee schedule as adopted via resolution by city council. ~~The permit fee to shall~~ be paid to the city at the time a new permit is issued, or at the time of making application for a renewal. The fee for a new permit to expire in less than one calendar year will be prorated ~~at the rate set forth in the city of Yakima master fee schedule as adopted via resolution by city council~~ for any full ~~or partial~~ calendar month remaining in the calendar year. No fee will be prorated for less than one full calendar month. Fees paid electronically by credit card or other means will be assessed a processing fee per transaction as set forth in the city of Yakima master fee schedule adopted via resolution by city council, or such other amount as incurred by the city.

~~9.8.~~ Renewal of Permits.

- A. Annual Permits. Permits previously issued may be renewed for the next succeeding year, upon submission of an updated application and payment of the renewal fee between December 15<sup>th</sup> and December 24<sup>5th</sup> of the year of expiration; applications for renewals will not be accepted prior to December 1<sup>st</sup> of the year of expiration.
- B. Quarterly or Semi-Annual Permits. Previously issued quarterly and semi-annual permits may be renewed for the next succeeding quarter or other term upon submission of an updated application and payment of the renewal fee between the fifteenth day of the month of expiration through the twenty-fifth day of the month of expiration; applications for renewal shall not be accepted prior to the first day of the month of expiration.

~~10. Applications by Mail. Applications by mail for renewal will not be accepted unless applicant has made prior arrangement therefor with the office of the director of finance and budget.~~

~~11.9.~~ Failure to Renew. Failure of a permit holder to apply for renewal within the renewal period specified by these rules may result in the loss of that permit to the next applicant ~~therefor~~ on the waiting list.

~~42.10.~~ Cancellation by Permit Holder. Permits will be cancelled ~~on the upon~~ application by the permit holder for such cancellation, and the unused permit fee will be refunded as prorated ~~at the rate set forth in the city of Yakima master fee schedule adopted by city council via resolution~~ per month for each full calendar month remaining in the period for which the permit was issued. No refund of the permit fee will be made for a partial calendar month.

~~43.11.~~ Permits Restricted. Permits shall not be issued to persons with outstanding city of Yakima parking violations.

~~44.12.~~ Rules and Regulations. The director of finance and budget or her/his designee is authorized to adopt such further rules and regulations, not inconsistent with rules and regulations of this section, as the director deems necessary or advisable to administer the permit system authorized and adopted by this section. Such further rules and regulations may include supplemental terms, conditions and timelines, for issuance and renewals of long-term parking permits on a quarterly and semi-annual calendar basis.

~~45. Parking Violation. It is a violation of this chapter to park in designated long-term parking without a valid permit.~~

B. A vehicle displaying a valid parking permit issued pursuant to this section may remain parked in ~~the parking lot area designated for permit parking specified on the permit~~ city-owned parking lot listed in YMC 9.50.215(A) for a period of time not to exceed twenty-four consecutive hours; provided, however, that said time restriction shall not apply to long-term parking permits issued to residents under ~~this section~~ section 9.50.200. The permit must be displayed within the parked vehicle in such a manner as to be plainly visible and legible from a point outside the vehicle near the driver's position. (Ord. 2023-036 § 1, 2023; 2022-040 §60, 2022; Ord. 2012-52 § 1 (Exh. A), 2012; Ord 2009-12 §3, 2009; Ord 2005-04 §4, 2005; Ord. 2004-02 § 1, 2004; Ord. 2003-39 §3, 2003; Ord. 99-6 §1, 1999; Ord. 3298 § 1, 1990; Ord. 2935 § 1, 1986; Ord. 2735 § 2 (part), 1983).

**Section 4.** Yakima Municipal Code Section 9.60.030: Penalties, shall be amended to read as follows:

#### **9.60.030 Penalties.**

Unless another penalty is specifically provided by ordinance of the city, every person convicted of a misdemeanor defined by this title or a violation of any provision of this title shall be punished by a fine of not more than five hundred dollars or by imprisonment in the city jail facility for not more than ninety days, or by both such fine and imprisonment. Further, for all violations of traffic infractions as defined by RCW 46.63.020 and prohibited by this chapter the monetary penalty for the commission thereof shall be as made and provide for under the provisions of RCW 46.63.110. The monetary penalties for infractions concerning parking time limit violations in the city shall be ~~fifty~~ twenty dollars per violation. The monetary penalty for the following specific parking infractions shall be as follows:

<b>VIOLATION:</b>	<b>YMC/RCW:</b>	<b>FINE:</b>
In alley	9.50.010	\$50.00

(residential/business)		
More than 12" from curb	46.61.575	\$20.00
Right hand wheels parallel to and beyond 12" from the curb	46.61.575	\$20.00
Head-in parking only	9.50.130	\$20.00
City lots permits required	9.50.230	<del>\$25</del> 0.00
Motorcycles only	9.50.020	\$20.00
Bus zone	46.61.570	\$20.00
Taxi zone	46.61.570	\$20.00
Sidewalk/planting strip	46.61.570	\$20.00
Loading zone (people/merchandise)	46.61.570	\$20.00
Within 10 feet of mailbox	9.50.085	\$20.00
Blocking traffic	46.61.570	\$20.00
Driveway safety zone	46.61.570	\$20.00
Within 15 feet of a fire hydrant	46.61.570	\$20.00
Within 20 feet of a crosswalk	46.61.570	\$20.00
<del>Handicap stall</del> Special parking privileges for persons with disabilities violations	46.19.050	\$250.00*

\* ~~Handicap stall~~Special parking privileges for persons with disabilities violations carry an additional two hundred dollar Washington State imposed penalty for illegally parking in a handicap designated stall. (Ord. 2019-038 § 1, 2019; Ord. 2018-010 §2, 2018; Ord. 2005-79 § 1, 2005; Ord. 2735 § 2 (part), 1983).

**Section 7.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 8.** This ordinance shall be in full force and effect 30 days after its passage, approval, and publication as provided by law and by the City Charter.

**PASSED BY THE CITY COUNCIL**, signed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Patricia Byers, Mayor

ATTEST:

\_\_\_\_\_  
Rosalinda Ibarra, City Clerk

Publication Date:

Effective Date:

## **ORDINANCE NO. 2024-**

**AN ORDINANCE** amending the City of Yakima Municipal Code Chapter 9.50: Parking and Rules of the Road and Chapter 9.60 regarding enforcement of parking violations.

**WHEREAS**, during COVID, the City Council suspended parking enforcement in the downtown area; and

**WHEREAS**, since COVID, the City Council has heard from stakeholders that the Council needed to address downtown parking, both regarding the ability to park downtown and the maintenance of the City-owned downtown parking lots; and

**WHEREAS**, the City Council held a number of study sessions and council meetings where members of the public, business owners, employees, and other stakeholders had an opportunity to speak to Council about their thoughts and concerns; and

**WHEREAS**, City staff held a community meeting for additional discussion on downtown parking options and issues; and

**WHEREAS**, the City Council, based on the input of downtown business owners and employees, and other stakeholders, seeks to change the municipal code to better address the need for parking downtown and address the maintenance of the downtown City-owned parking lots; and

**WHEREAS**, the City Council acknowledges that there is a need to continue conversations about downtown parking, downtown employee parking, and the maintenance of the parking lots and endeavors to continue an open dialogue with stakeholders on these issues; and

**WHEREAS**, the City Council of the City of Yakima finds it is in the best interests of the City and its residents to amend Yakima Municipal Code Chapter 9.50; now, therefore,

### **BE IT ORDAINED BY THE CITY OF YAKIMA:**

**Section 1.** Yakima Municipal Code Section 9.50.065: Parking time limits, is hereby amended to read as follows:

#### **9.50.065 Parking time limits**

- A. Parking time limits for streets shall be at the discretion of the city manager.
- B. The maximum time period for parking in city-owned lots shall be three hours.
- C. It shall be a violation of this chapter to exceed a parking time limit when signs are erected in each block of the street with a parking time limit giving notice thereof, or in a city-owned parking lot when signs are erected in the parking lot giving notice of the parking time limit.
- D. Parking time limits for streets and city-owned lots, as well as permit-only parking restrictions in the city-owned parking lots identified in YMC 9.50.215, shall be in force

between the hours of eight a.m. and five p.m., Monday through Friday, with the exception of the following holidays:

New Year's Day	January 1
Martin Luther King Jr. Birthday	3 <sup>rd</sup> Monday in January
Washington's Birthday	3 <sup>rd</sup> Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19 <sup>th</sup>
Independence Day	July 4 <sup>th</sup>
Labor Day	1 <sup>st</sup> Monday in September
Veterans' Day	November 11 <sup>th</sup>
Thanksgiving Day	4 <sup>th</sup> Thursday in November
Christmas Day	December 25 <sup>th</sup>

(Ord. 2023-036 § 1, 2023; Ord 2014-022 § 9, 2014).

**Section 2.** Yakima Municipal Code Section 9.50.215: City-owned parking lots—Parking regulated, shall be amended to read as follows:

**9.50.215 City-owned parking lots—Parking regulated.**

A. "City-owned parking lot" means each of the following city-owned public parking lots:

Lot 1: Second Street parking lot—Lots 23 through 32, Block 50, the town of North Yakima (now city of Yakima). This parking lot is bounded on the west by North 2<sup>nd</sup> Street, and on the north by Staff Sgt. Pendleton Way.

Lot 2: South 3<sup>rd</sup> Street parking lot—Lots 13 through 32, Block 51, of the town of North Yakima (now city of Yakima). This parking lot is bounded on the east by South 3<sup>rd</sup> Street, on the south by East Chestnut Avenue, and on the west by South 2<sup>nd</sup> Street.

Lot 4: North 1<sup>st</sup> Street and Staff Sgt. Pendleton Way parking lot—Lots 23 through 27, Block 50, of the town of North Yakima (now city of Yakima). This parking lot is bounded on the north by Staff Sgt. Pendleton Way and on the west by North 1<sup>st</sup> Street.

Lot 5: North 1<sup>st</sup> Street parking lot—Lots 13 through 19, Block 10, of the town of North Yakima (now city of Yakima). This parking lot is bounded on the east by North 1<sup>st</sup> Street.

Lot 6: South 2<sup>nd</sup> Street parking lot—Lots 8 and 9, Block 32. This parking lot is located at 112 South 2<sup>nd</sup> Street.

B. The procedures for enforcing the parking prohibitions of this section shall be those procedures provided by Chapter 9.60 of the city code as applicable to parking violations; provided, that the chief of police or his agent is authorized to immediately impound or cause to be impounded any unauthorized vehicle parked in city-owned public parking lots described in subsection A of this section. The applicable provisions of Chapter 9.47 of the city code shall govern towing, storage, redemption, or other disposition of any vehicle impounded pursuant to this section. (Ord. 2023-036 § 1, 2023; Ord. 2014-022 § 10, 2014; Ord. 2012-047 § 2, 2012; Ord. 2010-42 § 1, 2010; Ord 2009-12 § 2, 2009; Ord. 2005-04 § 3, 2005; Ord. 2001-03 § 2, 2001; Ord. 99-6 § 2, 1999; Ord. 3298 § 2, 1990).

**Section 3.** Yakima Municipal Code Section 9.50.220: Long-term parking permits, shall be amended to read as follows:

**9.50.220 Long-term parking permits.**

A. Issuance of Permits. The issuance of permits to authorize long-term vehicular parking in parking lots owned by the city shall be administered by the city department of finance and budget according to the following rules and regulations:

1. Number—Existing Permits—Waiting List. The number of long-term permits to be issued for parking in any lot shall not exceed forty percent of the total parking spaces in the city-owned lots listed in YMC 9.50.215(A). Issuance of new long-term parking permits shall be on a first-come, first-served basis. When the available long-term permits are filled, subsequent applications received will be placed on file in the order received, a waiting list will be established, and permits will be issued as openings occur.
2. Eligibility—Location. Permits shall be issued only upon the written application of a resident residing within, or an owner, manager or employee of a business or governmental agency located within the area bounded by the following streets:

Staff Sgt. Pendleton Way on the north; Naches Avenue on the east; Walnut Street on the south; and First Street on the west.

Managers or employees of the Yakima Valley Regional Library whose primary place of employment is the downtown library branch are also eligible for a long-term permit.

3. Residential Permits. No more than two long-term parking permits may be issued to the resident of each residential unit within the area described in subsection (A)(2) of this section. A “residential unit” has the same meaning as “dwelling unit” as found in YMC 15.02.020. Application for residential permits shall be made pursuant to YMC 9.50.200.
4. Application—Form. Application for permits other than residential permits, which use the application process outlined in 9.50.200, shall be made on forms furnished by the department of finance and budget. Said application forms shall require, at a minimum, the following information and documentation:

- a. Name, address, and telephone number of the applicant;
  - b. Make, model, and year of the passenger motor vehicle or pickup truck, which vehicle shall not exceed fourteen thousand pounds in gross weight, which is registered to the applicant and for which the permit is sought.
  - c. A copy of the current vehicle registration;
  - d. A copy of the applicant's current driver's license;
  - e. A copy of the applicant's current proof of insurance in the form required by RCW 46.30.030;
  - f. A representation that the vehicle is operable and may be legally driven on the public highways of Washington State;
  - g. A sworn statement that the applicant meets the Eligibility requirement of subsection 2 above; and
5. Issuance of Permit—No Designation of Parking Space. Permits are for the use of all of the city-owned parking lots listed in YMC 9.50.215(A). There is no designated parking spot, stall, location or parking lot associated with a parking permit. The issuance of a permit does not reserve a designated parking space in any specific parking lot and each applicant for a permit shall acknowledge in writing that no such space is reserved and that the issuance of a permit by the city does not guarantee the availability of a parking space at all times.
6. Term of Permit. Annual permits will be issued on an annual calendar basis, to expire on the last day of the of the month of December each year. Quarterly or semi-annual permits may also be issued, with the calendar quarters consisting of (a) January 1<sup>st</sup> through March 31<sup>st</sup>; (b) April 1<sup>st</sup> through June 30<sup>th</sup>; (c) July 1<sup>st</sup> through September 30<sup>th</sup>; and (d) October 1<sup>st</sup> through December 31<sup>st</sup>.
7. Fee. The fee for a long-term parking permit shall be set forth in the city of Yakima master fee schedule as adopted via resolution by city council. The permit fee shall be paid to the city at the time a new permit is issued, or at the time of making application for a renewal. The fee for a new permit to expire in less than one calendar year will be prorated for any full calendar month remaining in the calendar year. No fee will be prorated for less than one full calendar month. Fees paid electronically by credit card or other means will be assessed a processing fee per transaction as set forth in the city of Yakima master fee schedule adopted via resolution by city council, or such other amount as incurred by the city.
8. Renewal of Permits.
  - A. Annual Permits. Permits previously issued may be renewed for the next succeeding year, upon submission of an updated application and payment of the renewal fee between December 15<sup>th</sup> and December 24<sup>th</sup> of the year of expiration; applications for renewals will not be accepted prior to December 1<sup>st</sup> of the year of expiration.
  - B. Quarterly or Semi-Annual Permits. Previously issued quarterly and semi-annual permits may be renewed for the next succeeding quarter or other term upon submission of an updated application and payment of the renewal fee between the fifteenth day of the month of expiration through the twenty-fifth day of the month of expiration; applications for renewal shall not be accepted prior to the first day of the month of expiration.



9. **Failure to Renew.** Failure of a permit holder to apply for renewal within the renewal period specified by these rules may result in the loss of that permit to the next applicant on the waiting list.
10. **Cancellation by Permit Holder.** Permits will be cancelled upon application by the permit holder for such cancellation, and the unused permit fee will be refunded as prorated per month for each full calendar month remaining in the period for which the permit was issued. No refund of the permit fee will be made for a partial calendar month.
11. **Permits Restricted.** Permits shall not be issued to persons with outstanding city of Yakima parking violations.
12. **Rules and Regulations.** The director of finance and budget or her/his designee is authorized to adopt such further rules and regulations, not inconsistent with rules and regulations of this section, as the director deems necessary or advisable to administer the permit system authorized and adopted by this section. Such further rules and regulations may include supplemental terms, conditions and timelines, for issuance and renewals of long-term parking permits on a quarterly and semi-annual calendar basis.

B. A vehicle displaying a valid parking permit issued pursuant to this section may remain parked in a city-owned parking lot listed in YMC 9.50.215(A) for a period of time not to exceed twenty-four consecutive hours; provided, however, that said time restriction shall not apply to long-term parking permits issued to residents under section 9.50.200. The permit must be displayed within the parked vehicle in such a manner as to be plainly visible and legible from a point outside the vehicle near the driver's position. (Ord. 2023-036 § 1, 2023; 2022-040 §60, 2022; Ord. 2012-52 § 1 (Exh. A), 2012; Ord 2009-12 §3, 2009; Ord 2005-04 §4, 2005; Ord. 2004-02 § 1, 2004; Ord. 2003-39 §3, 2003; Ord. 99-6 §1, 1999; Ord. 3298 § 1, 1990; Ord. 2935 § 1, 1986; Ord. 2735 § 2 (part), 1983).

**Section 4.** Yakima Municipal Code Section 9.60.030: Penalties, shall be amended to read as follows:

#### **9.60.030 Penalties.**

Unless another penalty is specifically provided by ordinance of the city, every person convicted of a misdemeanor defined by this title or a violation of any provision of this title shall be punished by a fine of not more than five hundred dollars or by imprisonment in the city jail facility for not more than ninety days, or by both such fine and imprisonment. Further, for all violations of traffic infractions as defined by RCW 46.63.020 and prohibited by this chapter the monetary penalty for the commission thereof shall be as made and provide for under the provisions of RCW 46.63.110. The monetary penalties for infractions concerning parking time limit violations in the city shall be twenty dollars per violation. The monetary penalty for the following specific parking infractions shall be as follows:

<b>VIOLATION:</b>	<b>YMC/RCW:</b>	<b>FINE:</b>
In alley	9.50.010	\$50.00

(residential/business)		
More than 12" from curb	46.61.575	\$20.00
Right hand wheels parallel to and beyond 12" from the curb	46.61.575	\$20.00
Head-in parking only	9.50.130	\$20.00
City lots permits required	9.50.230	\$20.00
Motorcycles only	9.50.020	\$20.00
Bus zone	46.61.570	\$20.00
Taxi zone	46.61.570	\$20.00
Sidewalk/planting strip	46.61.570	\$20.00
Loading zone (people/merchandise)	46.61.570	\$20.00
Within 10 feet of mailbox	9.50.085	\$20.00
Blocking traffic	46.61.570	\$20.00
Driveway safety zone	46.61.570	\$20.00
Within 15 feet of a fire hydrant	46.61.570	\$20.00
Within 20 feet of a crosswalk	46.61.570	\$20.00
Special parking privileges for persons with disabilities violations	46.19.050	\$250.00*

\* Special parking privileges for persons with disabilities violations carry an additional two hundred dollar Washington State imposed penalty for illegally parking in a handicap designated stall. (Ord. 2019-038 § 1, 2019; Ord. 2018-010 §2, 2018; Ord. 2005-79 § 1, 2005; Ord. 2735 § 2 (part), 1983).

**Section 5.** If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared invalid or unconstitutional for any reason, such decision shall not affect the validity of the remaining portions of this ordinance.

**Section 6.** This ordinance shall be in full force and effect 30 days after its passage, approval, and publication as provided by law and by the City Charter.

**PASSED BY THE CITY COUNCIL**, signed and approved this 16<sup>th</sup> day of April, 2024.

---

Patricia Byers, Mayor

ATTEST:

---

Rosalinda Ibarra, City Clerk

Publication Date: April 20, 2024

Effective Date: May 20, 2024



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 11.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Resolution amending City of Yakima Master Fee Schedule regarding Parking Violations (YMC Ch. 9.50)

**SUBMITTED BY:** Sara Watkins, City Attorney

**SUMMARY EXPLANATION:**

This resolution would change the fee for parking passes to \$20.00 per month.

**ITEM BUDGETED:**

**STRATEGIC PRIORITY:**

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Adopt Resolution.

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> Res_Parking Fee Schedule Amend_redline	4/12/2024	Backup Material
<input type="checkbox"/> Res_Parking Fee Schedule Amend_final	4/12/2024	Resolution

## RESOLUTION NO. R-2024-

**A RESOLUTION** amending the City of Yakima Master Fee Schedule regarding Parking Violations (YMC 9.50)

**WHEREAS**, the City has previously adopted a Master Fee Schedule wherein the fees for long-term parking permits are determined; and

**WHEREAS**, the City wishes to amend the fees for long-term parking permits, which requires them to be amended in the Master Fee Schedule; and

**WHEREAS**, the City Council finds that it is in the best interests of the City of Yakima and its residents to amend the Master Fee Schedule to amend the fees for long-term parking permits; now, therefore,

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

Section 1. The fees for parking permits issued pursuant to YMC 9.50 are hereby amended to state as follows in the City of Yakima Master Fee Schedule:

<b>Parking</b>	
Residential parking permit in central business district	\$ 50.00
Special parking permit - monthly	\$ 10.00
Special parking permit - annually	\$ 100.00
Long term parking permit - annually	\$ <del>600.00</del> 240.00
Long term parking permit – semi annually	\$ <del>300.00</del> 180.00
Long term parking permit - quarterly	\$ <del>150.00</del> 60.00
Cancellation of long term parking permit by permit holder prorated per month	\$ <del>50.00</del> 20.00
Annual permit to expire in less than one calendar year – per month	\$ <del>50.00</del> 20.00
Credit card usage fee	\$ 2.50

Section 2. The appropriate administrative officials of the City is hereby directed to amend the Master Fee Schedule to reflect the amendments found in Section 1.

**ADOPTED BY THE CITY COUNCIL** this 16th day of April, 2024.

\_\_\_\_\_  
Patricia Byers, Mayor

ATTEST:

\_\_\_\_\_  
Rosalinda Ibarra, City Clerk

## RESOLUTION NO. R-2024-

**A RESOLUTION** amending the City of Yakima Master Fee Schedule regarding Parking Violations (YMC 9.50)

**WHEREAS**, the City has previously adopted a Master Fee Schedule wherein the fees for long-term parking permits are determined; and

**WHEREAS**, the City wishes to amend the fees for long-term parking permits, which requires them to be amended in the Master Fee Schedule; and

**WHEREAS**, the City Council finds that it is in the best interests of the City of Yakima and its residents to amend the Master Fee Schedule to amend the fees for long-term parking permits; now, therefore,

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:

**Section 1.** The fees for parking permits issued pursuant to YMC 9.50 are hereby amended to state as follows in the City of Yakima Master Fee Schedule:

<b>Parking</b>	
Residential parking permit in central business district	\$ 50.00
Special parking permit - monthly	\$ 10.00
Special parking permit - annually	\$ 100.00
Long term parking permit - annually	\$ 240.00
Long term parking permit – semi annually	\$ 180.00
Long term parking permit - quarterly	\$ 60.00
Cancellation of long term parking permit by permit holder prorated per month	\$ 20.00
Annual permit to expire in less than one calendar year – per month	\$ 20.00
Credit card usage fee	\$ 2.50

**Section 2.** The appropriate administrative officials of the City is hereby directed to amend the Master Fee Schedule to reflect the amendments found in Section 1.

**ADOPTED BY THE CITY COUNCIL** this 16th day of April, 2024.

\_\_\_\_\_  
Patricia Byers, Mayor

ATTEST:

\_\_\_\_\_  
Rosalinda Ibarra, City Clerk



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 12.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Resolution extending the moratorium regarding parking violations within the downtown area of the City of Yakima

**SUBMITTED BY:** Sara Watkins, City Attorney

**SUMMARY EXPLANATION:**

On December 12, 2023, the City, through oral motion, moved for a moratorium on enforcement of parking infractions in the downtown area. The moratorium was for two months, which expired on February 10, 2024. The City Council held a study session to receive public input on downtown parking issues on January 23, 2024. At that meeting, the City Council directed staff to bring back a resolution extending the moratorium an additional 60 days. The current moratorium expires on April 19, 2024.

This extension would extend the current moratorium until the end of May—May 31st. That date is after the ordinance changes go into effect, and also provides a good start date for purchasing parking permits for city-owned parking lots, as well as messaging to the public that the parking rules will be enforced starting June 1st.

**ITEM BUDGETED:**

**STRATEGIC PRIORITY:**

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

Adopt Resolution.

**ATTACHMENTS:**

Description	Upload Date	Type
📎 Res-Parking.Moratorium.041624	4/12/2024	Resolution

## **RESOLUTION NO. R-2024-**

**A RESOLUTION** extending the moratorium regarding parking violations within the downtown area of the City of Yakima.

**WHEREAS**, on December 12, 2023, the Council unanimously voted to place a moratorium on parking enforcement for the following sixty (60) days in the downtown; and

**WHEREAS**, on January 23, 2024, the Council held a study session and took comment from the public regarding downtown parking; and

**WHEREAS**, the City Council has heard public comment at study sessions and business meetings since January 23, 2024; and

**WHEREAS**, City staff held a public meeting to further discuss options and concerns with downtown business owners, employees and stakeholders; and

**WHEREAS**, the City Council passed by ordinance amendments to the downtown parking regulations, including amendments to the long-term permit regulations and the fine for parking violations, on April 16, 2024, which will go into effect 30 days after publication; and

**WHEREAS**, the moratorium on parking enforcement downtown is set to expire on April 19, 2024, which would create an approximately 30 day period where the new parking regulations would not be in effect; and

**WHEREAS**, the City Council wishes to avoid confusion and move forward on this issue in a consistent manner, necessitating an extension of the moratorium to end on May 31, 2024, after the effective date of the new parking regulations passed on April 16, 2024 at and at the beginning of a month so that parking permits can be efficiently sold and issued; and

**WHEREAS**, the City Council of the City of Yakima finds that it is in the best interest of the City and its residents, as well as downtown business owners and those visiting downtown, to continue the parking enforcement moratorium with regards to regulations being changed in the upcoming ordinance, as outlined below; now, therefore,

### **BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF YAKIMA:**

1. There is hereby a moratorium on enforcing the time limits regarding city-owned parking lots found in Yakima Municipal Code section 9.50.065: Parking Time Limits and Yakima Municipal Code section 9.50.220: Long-term Parking Permits, within downtown Yakima.
2. For purposes of this moratorium, downtown Yakima has the same meaning and boundaries as the Central Business District zone in the Yakima Urban Area Zoning Ordinance.
3. This moratorium shall expire at 11:59 p.m. on May 31, 2024.

**ADOPTED BY THE CITY COUNCIL** this 16<sup>th</sup> day of April, 2024.



---

Patricia Byers, Mayor

ATTEST:

---

Rosalinda Ibarra, City Clerk



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 15.A.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Council General Information

**SUBMITTED BY:** Rosalinda Ibarra, City Clerk

**SUMMARY EXPLANATION:**

1. Preliminary Council Agenda

**ITEM BUDGETED:**

**STRATEGIC PRIORITY:**

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

**ATTACHMENTS:**

Description	Upload Date	Type
📎 4-23 draft agenda	4/11/2024	Backup Material
📎 5-7 draft agenda	4/11/2024	Backup Material



**AGENDA  
YAKIMA CITY COUNCIL  
STUDY SESSION  
April 23, 2024**

**City Hall -- Council Chambers - 129 N 2nd Street, Yakima, WA**

**5:00 p.m. Study Session --- This meeting will be conducted in person, live streamed at [www.yakimawa.gov/council/live-stream/](http://www.yakimawa.gov/council/live-stream/) and telecast live on Y-PAC, Spectrum Cable**

**Channel 194. You may also participate via Zoom:**

**<https://cityofyakima.zoom.us/j/91546692303> or call in by dialing 1-253-215-8782 | Webinar ID: 915 4669 2303 | Passcode: 425908 --- Individuals who wish to provide public comment remotely are encouraged to submit a Public Comment Request Form online at: [www.yakimawa.gov/council/public-comment](http://www.yakimawa.gov/council/public-comment) no later than 3:00 p.m. on the day of the meeting. If you wish to provide public comment in-person, please fill out a "Request for Appearance" form and hand it to the City Clerk before you address City Council.**

1. Roll Call
2. Public comment (allow 15 minutes)
3. National Day of Prayer Proclamation
4. Zero Based Budgeting
5. Airport Update presentation
6. Adjournment

The next meeting is a City Council regular meeting on May 7, 2024, at 5:30 p.m. in the City Hall Council Chambers

*Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.*

*A Council packet is available for review at the City Clerk's Office and on-line at [www.yakimawa.gov](http://www.yakimawa.gov). The City provides special accommodations, such as hearing devices, wheelchair space or language interpreters, for City meetings. Anyone needing special assistance please contact the City Clerk's office at (509) 575-6037 at least two business days prior to the meeting. All meetings are live streamed on the City of Yakima website at [www.yakimawa.gov](http://www.yakimawa.gov) and telecast live on Y-PAC, Spectrum Cable Channel 194.*



## AGENDA YAKIMA CITY COUNCIL

May 7, 2024

City Hall - Council Chambers - 129 N 2nd Street, Yakima, WA

5:30 p.m. Regular Meeting | 6:00 p.m. Public Hearings --- This meeting will be conducted in person, live streamed at [www.yakimawa.gov/council/live-stream/](http://www.yakimawa.gov/council/live-stream/) and telecast live on Y-

PAC, Spectrum Cable Channel 194. You may also participate via Zoom:

<https://cityofyakima.zoom.us/j/???????????> or call in by dialing 1-253-215-8782 | Webinar

ID: ???????????? | Passcode: ?????????? --- Individuals who wish to provide public comment remotely are encouraged to submit a Public Comment Request Form online at: [www.yakimawa.gov/council/public-comment](http://www.yakimawa.gov/council/public-comment) no later than 3:00 p.m. on the day of the meeting. If you wish to provide public comment in-person, please fill out a "Request for Appearance" form and hand it to the City Clerk before you address City Council.

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Interpreter Services**
4. **Public Comment**

There will be 35 minutes allotted for public comment with two and a half (2 1/2) minutes per speaker in order to allow as much opportunity as possible for audience participation. Written communication and e-mail messages are strongly encouraged.

5. **Open Discussion for the Good of the Order**

- A. Proclamations
  - i. Salvation Army Week Proclamation

6. **Council Reports**

7. **Consent Agenda**

Items listed are considered routine by the City Council and will be enacted by one motion without discussion. A Council member may request to remove an item from the Consent Agenda and, if approved, it will be placed on the regular agenda for discussion and consideration.

- A. Approval of minutes from the April 16, 2024 City Council regular meeting and April 23, 2024 study session
- B. Project Completion and Contract Acceptance with American Rock Products for the Nob Hill Boulevard Resurfacing and Pacific Avenue Sidewalk Improvements Projects 2619 and 2612
- C. Resolution authorizing a Professional Services Agreement with RH2 Engineering for

- professional engineering services of the I-82 Sewer Main Extension Project 2760
- D. Resolution authorizing a Professional Services Agreement HLA Engineering and Land Surveying Inc for N 6th Ave Rebuild & Rail Renovation Project 2796
  - E. Resolution authorizing acceptance of a grant from the Department of Commerce under the Connecting Housing to Infrastructure Program (CHIP) for the "Yakima Housing Authority" project for system development charges and utility infrastructure improvements
  - F. Resolution authorizing a grant application for the Yakima Air Terminal Building Modernization project to the Federal Aviation Administration (FAA) for Capital Improvement Projects at the Yakima Air Terminal-McAllister Field.
  - G. Resolution authorizing a grant application for the Yakima Air Terminal to the Washington State Department of Commerce Industrial Site Readiness Grant for land development improvements at the Yakima Air Terminal-McAllister Field

## **DEPARTMENT ITEMS**

- 8. Resolution authorizing a contract with Justice Housing Yakima for system development charges and utility infrastructure improvements through CHIP grant
- 9. Resolution authorizing the Johnson & Johnson Opioid Settlement

## **10. Other Business**

## **11. Adjournment**

The next meeting is a City Council study session on May 14, 2024, at 5:00 p.m. in the City Hall Council Chambers

## **12. Council General Information**

### **A. Council General Information**

*Any invocation that may be offered before the official start of the Council meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker.*

*A Council packet is available for review at the City Clerk's Office and on-line at [www.yakimawa.gov](http://www.yakimawa.gov). The City provides special accommodations, such as hearing devices, wheelchair space or language interpreters, for City meetings. Anyone needing special assistance please contact the City Clerk's office at (509) 575-6037 at least two business days prior to the meeting. All meetings are live streamed on the City of Yakima website at [www.yakimawa.gov](http://www.yakimawa.gov) and telecast live on Y-PAC, Spectrum Cable Channel 194.*



**BUSINESS OF THE CITY COUNCIL  
YAKIMA, WASHINGTON  
AGENDA STATEMENT**

Item No. 15.B.  
For Meeting of: April 16, 2024

**ITEM TITLE:** Code Administration Division Report - Monthly Building Permits  
Issued - March 2024

**SUBMITTED BY:** Glenn Denman, Code Administration Manager

**SUMMARY EXPLANATION:**

Attached is the summary of building permits issued in March 2024.

**ITEM BUDGETED:** NA

**STRATEGIC PRIORITY:** Neighborhood and Community Building

**APPROVED FOR SUBMITTAL BY THE CITY MANAGER**

**RECOMMENDATION:**

**ATTACHMENTS:**

Description	Upload Date	Type
<input type="checkbox"/> March 2024_Summary	4/4/2024	Backup Material

Permit Detail - March 1 - 31, 2024							Permit Detail - March 1 - 31, 2023						
Permit Type	Current Month			Year to Date			Permit Type	Current Month			Year to Date		
	# Permits	Dwelling Units	Valuation Amount	# Permits	Dwelling Units	Valuation Amount		# Permits	Dwelling Units	Valuation Amount	# Permits	Dwelling Units	Valuation Amount
Single Family	8	8	\$3,142,290.68	12	12	\$4,741,970.22	Single Family	14	14	\$2,517,589.83	30	30	\$5,968,388.52
Duplex	6	11	\$2,679,893.61	7	12	\$2,849,198.73	Duplex	3	6	\$753,490.80	6	11	\$1,309,119.75
Multi-Family				2	18	\$981,693.84	Multi-Family	8	30	\$3,591,319.80	10	38	\$4,549,005.08
Residential Alteration	34		\$523,236.62	103		\$1,420,883.86	Residential Alteration	61		\$1,312,032.20	149		\$2,706,021.62
Grading							Grading	1			1		
New Commercial	1		\$20,000.00	9		\$1,983,084.14	New Commercial	4		\$3,573,485.14	14		\$4,934,558.51
Commercial Alteration	20		\$9,971,302.87	38		\$14,444,010.87	Commercial Alteration	17		\$2,846,990.47	46		\$6,769,711.05
Garage-Residential	1		\$53,406.08	2		\$56,456.08	Garage-Residential				1		\$36,342.00
Moves							Moves						
Demolitions	2			4			Demolitions	3			15		
Pools							Pools	1		\$115,000.00	2		\$215,000.00
Footing/Foundation							Footing/Foundation						
Mobile Home	1			2	1		Mobile Home				4	4	
Retaining Wall				1		\$6,000.00	Retaining Wall						
<b>TOTALS</b>	<b>73</b>	<b>19</b>	<b>\$16,390,129.86</b>	<b>180</b>	<b>43</b>	<b>\$26,483,297.74</b>	<b>TOTALS</b>	<b>112</b>	<b>50</b>	<b>\$14,709,908.24</b>	<b>278</b>	<b>83</b>	<b>\$26,488,146.53</b>